

Woodhaven-Brownstown School District

Learning and Leading for Tomorrow

2012-2013 MASTER AGREEMENT

Between the
WOODHAVEN-BROWNSTOWN
SCHOOL DISTRICT

and the

WOODHAVEN-BROWNSTOWN
EDUCATION
ASSOCIATION

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AGREEMENT

This Agreement, effective the 1st day of September, 2012, by and between the Woodhaven-Brownstown School District, hereinafter called the "Employer" or the "Board" and the Woodhaven-Brownstown Education Association—MEA/NEA, hereinafter called the "Union" or the "Association".

The parties agree, however, that the provisions of this agreement shall be effective prospectively only, commencing upon ratification of this agreement by both parties.

WITNESSETH

Whereas, the Employer and the Union recognize and declare that providing a quality education for the children of the Woodhaven-Brownstown School District is their mutual aim and that the character of such education depends predominantly upon the equality and morale of the teaching service, and

Whereas, the Employer has a statutory obligation, pursuant to the Public Employment Relations Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Union as the representatives of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 *Recognition*

The Woodhaven-Brownstown Board of Education hereby recognizes the Woodhaven-Brownstown Education Association, an affiliate of the MEA/NEA, as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all full-time and regularly part-time certified professional personnel whether under contract, on leave, employed or to be employed by the Board of Education, including social workers, guidance counselors, school psychologists, certified librarians, occupational therapists, physical therapists, and nurse, but excluding all supervisory or administrative personnel, including superintendent, assistant superintendent, administrative assistants to the superintendent, directors of programs, including Title VI director, athletic directors, principals, assistant principals, curriculum coordinator, coordinator of special education, business manager, individuals performing any extracurricular assignments who are not otherwise part of the bargaining unit, per diem substitute teachers, aides, paraprofessionals, any personnel engaged 50% or more of the time in administration, and all other employees of the Board of Education or any other employer.

The term "teacher" or "employee" when used herein shall refer to all certified professional personnel represented by the Union in the bargaining unit as above defined.

The term "Association" when used hereinafter shall refer to the Woodhaven-Brownstown Education Association—MEA/NEA.

Should the district reinstate the cosmetology program within the district and operate the program within its buildings and/or facilities with non-certified bargaining unit members, the parties agree to set the salary paid to the non-certified bargaining unit members employed in the cosmetology teacher positions at step 5 of the BA degree salary schedule of the then implemented collective bargaining agreement. The hours and other terms and conditions of employment, including but not limited to pay for hours worked over the regular school year, shall be determined by the parties through the collective bargaining process.

ARTICLE 2

Association and Teacher Rights

Section A—Teacher Rights

Pursuant to the Michigan Public Employment Relations Act, the Employer hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the state of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Union, participation in any activities of the Union or collective professional negotiations with the Employer, or the institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment. Nothing contained herein shall be construed to deny or restrict to any teacher rights the teacher may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

Section B—Building Use

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial services is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms before the commencement of the school day nor until 6:00 p.m.

Section C—Property Use

Duly authorized representatives of the Union or Association and their respective affiliates shall be permitted to transact official business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Section D—Facilities and Equipment Use

The Association shall have the right to use school facilities and equipment, including typewriters, computers, fax machines, other duplicating equipment calculating and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association agrees to be responsible for the financial loss due to carelessness or negligence in the use of school premises and school equipment. No equipment shall be removed from the school premises without the consent of the Board.

Section E—Bulletin Boards

The Association shall have the exclusive right to post notices of activities and materials of concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association building representative shall have the responsibility for posting materials on the bulletin board. No material concerned with partisan politics or nonpartisan politics shall be posted. The Association may have the use of any available district mail service, including U.S. postage, if required, and teacher mail boxes for communications to teachers.

Section F—School Board Minutes

The Employer agrees to furnish to the Union in response to reasonable requests public information and minutes of the regularly scheduled school meetings, census and membership data, register of all certified teachers, and such other information as will assist the Union in developing a constructive program on behalf of the teachers and the students. A copy of the minutes and agenda of all regularly scheduled meetings will go to the Association president and the Association building representatives in each building.

Section G—Religious or Political Non-Discrimination

The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Employer.

Section H—Non-Discrimination

The Woodhaven-Brownstown School District does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs and activities.

Section I—Agency Shop

Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment pay as a service fee to the Association an amount established by the Association, in accordance with its procedures, to the Association, the Union, the NEA and MEA provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Section A. The parties expressly recognize that the failure of any teacher to comply with the provisions of the article is just and

reasonable cause for discharge from employment. The Employer shall immediately cause the termination of such teacher.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with Article 2, Section I, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and,
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with Article 2, Section I.

Section J—Association President's Release Time

The Association president shall be released 300 minutes per week in addition to the regular preparation period at the expense of the Board. Said release time shall be the last class period of the day unless changed by mutual agreement. In addition, the Association president may be released from teaching duties at any time upon the approval of the superintendent or designee. It is expected that this time will be used to benefit both the Association and the Board of Education by improving personnel relations.

Section K—Association Release Time

Twenty-five (25) paid leave days will be credited to the Woodhaven-Brownstown Education Association for the use of its representatives to participate in activities of the teachers' professional Association. Additional days may be granted upon petition and approval of the superintendent or designee.

Section L—Association Business

An Association officer shall be released from non-teaching duties to attend to Association business during a preparatory period to conduct teacher professional organization activities in order to maintain a smooth relationship between faculty and duly authorized school board or agents thereof. If such duties involve a necessity to leave the school building, the principal or designee will be notified.

Section M—Teacher Release Time

A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any grievance, including arbitration, shall be released from regular duties without loss of salary. Every effort shall be made to conduct grievance procedures and/or negotiation meetings outside of normal school hours.

Section N—Association Phone

The Association president will be provided with a telephone at the Association president's work station or in an office, if available, at the Employer's expense. All long distance calls will be paid for by the Association.

ARTICLE 3 ***Rights of the Board***

The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the state of Michigan and/or the United States, included but not limited to the following:

The management and control of school properties, facilities, grades and courses of instruction, athletic and recreation programs, method of instruction, materials used for instruction and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement.

ARTICLE 4 ***Payroll Deductions***

Section A—Authorized Dues/Fees Deduction

Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Union and the Association monthly, including the NEA and the MEA. The Association will make every reasonable effort to deliver this authorization to the business office within eleven (11) school days after the opening of the school year. Such authorization shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of any year. Pursuant to such authorization, the Employer shall deduct one-twentieth (1/20) of such dues from the second regular salary check of the year and each succeeding check for twenty (20) consecutive pays. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

Section B—Dues Allocation

With respect to all sums deducted by the Employer pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Employer agrees promptly to remit such to the Association monthly, accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees promptly to advise the Employer of all members of the Association in good standing from time to time and to furnish any other information

needed by the Employer to fulfill the provisions of this article, and not otherwise available to the Employer.

Section C—Payroll Deductions

Upon appropriate written authorization from the teachers, the Employer shall deduct from the salary of the teacher and make appropriate remittance for annuities, one of three designated credit unions, charitable donations, PAC contributions, and any other plans or programs jointly approved by the Association and the Board.

Section D—Pay Periods

Salaries shall be paid in twenty-six (26) equal installments. The first installment is to be paid by the 2nd Friday following the opening of school and for twenty-five (25) more pays respectively.

All teachers hired on or after July 1, 2006, will have their salary posted by direct deposit.

All teachers hired before July 1, 2006, must elect direct deposit no later than the first pay period in September, 2008. Effective the first pay period in September 2008, all teachers shall access their payment vouchers on line. Hard copy of pay vouchers will not be available after the first pay period in September 2008.

ARTICLE 5

Contact and Preparation Time

Section A—Duty Hours

The teachers' workday shall not exceed four hundred twenty (420) consecutive minutes except where modified by other sections of this contract. Teachers shall be required to be on duty in their classrooms or in an area of professional preparation as designated by the building principal eight (8) minutes before their first regularly scheduled assignment and shall remain for ten (10) minutes after their last regularly scheduled assignment for the duration of this contract. The administration will make a reasonable effort to limit teacher-student contact prior to the start of the regular school day. Instructional duties begin at the official school starting times. This provision is intended to provide organizational time for the teacher and may also be used, if necessary, for teacher-student contact prior to the start of the regular school day. Teachers are encouraged to remain after the permitted time of departure to attend to professional obligations related to the educational program. Fridays and days preceding holidays are exempt from the preceding requirements, when teachers may leave following the teachers' last regularly scheduled assignment, unless assigned to duties on a voluntary basis. In the event no volunteers are available, administrators have the right to assign said duties.

Teachers will not be required to be on bus duty before or after school. However, teachers may volunteer to participate in bus duty.

"Regularly scheduled assignment" shall mean teaching time and teacher preparation period.

Section B—Contact and Preparation Time

The normal weekly teaching contact time for classroom teachers shall not exceed 1,585 minutes including passing time.

Vocational teachers may exceed the maximum including passing time but will be compensated according to Article 20, Section G.

The minimum weekly preparation time in minutes for a classroom teacher shall be 275 minutes.

If possible, teachers will receive a preparation period each day of the week. Teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists and shall not be required to grade students in any area taught by the specialist. When teaching specialists are not present and a substitute is not hired, the teacher affected will have the options under Section C.

Teachers may volunteer to teach on their preparatory period if there is a need. The opportunity to teach on their preparatory period will be offered first to the most senior and certified teacher and then in descending order. At the beginning of the school year, the most senior teachers will be offered the opportunity to work on their preparatory period. The opportunity to work on their preparatory period will be offered to the most senior teacher based on the hour of their preparatory period.

Beginning in the 2009-10 school year, all buildings will transition from semesters to trimesters. The secondary school day shall consist of five (5) or six (6) instructional periods, one of which shall be a teacher preparation period. In a trimester schedule, teachers on six (6) hour day shall teach no more than five (5) instructional periods per day and have one preparation period per day equal to one teaching period. Teachers in a five (5) hour day shall teach no more than four (4) instructional periods per day and each shall have one preparation period per day equal to one teaching period.

Teaching periods shall be equal in length to the extent reasonably possible. Where a deviation in class minutes exceeds three minutes between any class periods, an agent of the board, the building administrator, and two representatives of the Association shall meet to explore means of eliminating the deviation.

While in a trimester schedule, Parent/Teacher Conferences will be scheduled on at least two days per year to be mutually agreed upon.

In January 2011, a committee comprised of members from the WBEA, 2 members from the WBEA Executive Board and administration will begin meeting to discuss the effectiveness of trimesters.

All references to elementary assignments refer to those assignments in Bates, Erving, Gudith, Wegienka, and Yake buildings.

To facilitate anticipated changes in building use, grade configuration and curriculum, and to comply with legislated changes, the Board and the Association agree to the following:

Proposed changes to Article 5, Section B, for grades 6-12 that do not affect the maximum weekly teaching contact time or minimum weekly preparation time will be submitted to the Curriculum Study Council, then administrative cabinet, then superintendent, then Board for final approval.

Any other district restructuring plan which affects or potentially affects working conditions defined in the master agreement must be negotiated with the Association

unless prohibited by law. Legislated or state mandated changes may be implemented by the Board while good faith negotiations are underway.

If teachers are assigned extra planning and organizational duties associated with the changes defined above, the Board will negotiate with the Association, to the extent not prohibited by law, on how teachers are selected for these extra duties, what the extra duties will be, and compensation for extra duties.

Pursuant to MCLA 380.1284, in the event that the percentage change in the basic foundation allowance is less than the percentage change in the CPI, then the instructional time increase is postponed until the next year.

Section C—Teacher as a Substitute

Teachers shall not be assigned as substitutes without compensation. If a teacher is assigned as a substitute, the teacher shall be paid at the Schedule B rate or shall accrue compensatory time. The election of hourly rate or compensatory time shall be at the option of the teacher.

Compensation time shall be subject to the following conditions:

1. Shall not be granted before or after holidays or recess periods.
2. Shall be taken only on days when regular substitutes are available and must be requested and approved forty-eight (48) hours in advance but in no case may it be taken on parent conference days, teacher in-service days, record days, or examination days.
3. Shall be granted during the period of time that falls between two (2) weeks after school starts and two (2) weeks before school ends.

Compensatory time shall be earned at the rate of (1) day of compensatory time for every 550 minutes of substituting in the high school, middle schools, and elementary schools.

Time accrued as described in the above paragraphs may be taken only in full days and on such future days that the building principal or immediate supervisor approves, per the above criteria.

Teachers shall be paid their accumulated compensatory time at the current hourly rate of compensation for substituting at the end of each school year.

Section D—Lunch Periods

All teachers shall be entitled to a duty free, uninterrupted lunch period of not less than thirty (30) minutes.

Five (5) minutes of passing time shall be shown in building schedules.

Section E—Sharing Recess Duties

A system of sharing recess duties will be established in each elementary school on a voluntary basis.

Section F—Specialists' Preparation Periods

All specialists, including but not limited to, teachers of music, art, physical education, and learning clinicians shall be provided with relief and preparation time, as near as possible, to the same extent as other teachers in the district.

Section G— Instructional Preparation Periods

Every reasonable effort will be made to limit instructional preparations to three (3) per quarter in secondary schools. This number can be exceeded by teachers volunteering or when scheduling conflicts cannot be resolved.

Section H—Dual Preparation Period

The parties agree that it is management's responsibility to build a high school master schedule. Teaching a secondary dual preparation is strictly voluntary on the part of the teacher or when an unavoidable situation exists and the Association shall be notified in each instance.

The parties agree to use the following criteria to determine if a secondary dual preparation exists:

A secondary dual preparation exists when a teacher is responsible for student achievement in two (2) substantially different curricula in the same room at the same time. Evidence: different state objectives, different core curriculum, and/or course book descriptions.

An assignment is not considered a dual preparation if it is interdisciplinary in nature; if the difference is exclusively grade level; if the outcome (product) is the same for all in the class; if the teacher is already compensated on Schedule B for the class; or if the class is designed for individualized instruction, departmentalized special education or resource room programming. Student aides requested by the teacher also would not be considered a dual preparation.

Section I—Counselors' Lunch Period

Counselors shall not be regularly assigned lunch duty or hall duty during the school lunch hours except in an emergency.

Section J—Split Class (Elementary)

Any elementary teacher assigned a split class shall be compensated at the rate set forth in Schedule B of this agreement. A split class shall be defined as an assignment of an elementary classroom teacher (including the subjects of art, music, physical education, and media specialist) to more than one (1) grade level of students, in the same section, for reasons other than ability grouping or special education needs. Teachers may volunteer for split assignments in successive school years. However, if no teacher volunteers, principals will rotate such assignments as necessary.

Compensation will not be given to those teachers who mutually assign students to ability groups for purpose of instruction, as is the practice at Yake Elementary. This does not preclude compensation for individual teachers assigned two (2) specific grade levels for the purpose of homeroom assignment and/or instructional purposes.

Section K—Elementary Special Subject Area

A special subject area for purposes of this provision shall be defined as including the subjects of art, music, physical education, media specialist, and any other similar position.

A special subject area teacher whose daily schedule includes more than seven (7) periods will be paid \$200 per period in excess of seven (7), up to a maximum of \$1,000 per year.

Special subject area teachers shall not have their classes split.

ARTICLE 6 ***Special Student Program***

Section A—Special Education Assistance

The parties recognize that children having special physical, mental and emotional problems, and learning disabilities may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. The Board will make every effort to assist the teacher in this responsibility with respect to such pupils, once it is mutually determined outside help is necessary.

Section B—Psychological Testing

The parties, accordingly, will cooperate to increase the psychological testing program and school counseling program, and to correlate their activities with the regular classroom activities of the teachers so as better to meet the needs of special students in the community.

Section C—Student Files

It is the mutual responsibility of the parties to this agreement to keep a student personal file current with respect to physical, emotional and other special problems once such information is disclosed. This information should be communicated to the building administrator. It will then be communicated to the affected personnel by the building principal or designee.

Section D—Medically Fragile and Special Needs Students

1. Notification of enrollment—Any bargaining unit member assigned a medically fragile or special needs student will be provided information concerning the student's condition before the student enters the class.
2. Provider of services—For the purposes of this section, the term "school health services" shall mean any act or function constituting the "practice of medicine" within the meaning of Section 17007 of the Public Health Code (MCL 333.16.106(2) and 333.16.215). No bargaining unit member, except a school nurse, shall be required to provide school health services. The school nurse or any bargaining unit member who volunteers to provide school health services shall be provided all of the following:
 - (a) a copy of a written medical procedural authorization (attached as Form A) completed and signed by a licensed physician and the student (or the student's parent/guardian) including the procedures to be utilized as approved by the physician and the completed "Request for Medical Verification of Health Status and Needs" (attached as Form B) for the student. Forms A and B must be provided at least five (5) school days before the member is to start providing the service to the student.

(b) appropriate training by a licensed health professional regarding the acts or functions delegated to the bargaining unit member in the authorization and attached procedures.

The Employer shall pay all costs in connection with the training, including the time taken by the member to receive the training, calculated on a pro-rata basis, and all necessary supplies, if any, and a location or setting appropriate to provide the services (e.g., private when the service is personal).

ARTICLE 7 ***Teaching Conditions***

Section A—Class Size

The parties hereto recognize that the pupil-teacher ratio is an important aspect of an effective educational program. When the maximum number is reached, an agent of the Board, the teacher affected, and a representative of the Association shall meet to find means of alleviating any excessive class size.

General Education: The parties agree that the class size should be lowered whenever possible to meet the standard of 25 students per teacher.

1. The maximum number of students assigned to a classroom shall be 32.
2. Performing arts and student government classes (K-12) may exceed 32 without additional compensation.
3. The maximum number of students assigned to a kindergarten class shall be 30.

Administration may assign a 33rd and 34th student to a classroom for additional compensation payable at the end of the school year. For each day that enrollment exceeds 32 students, the teacher(s) will be compensated at the rate of \$1,991 per 33rd student or \$2,172 per 34th student based on the student school year prorated by contact time. Students who appear on the original enrollment list, but do not actually attend school before the fall count day, will not be included in the enrollment compensation. In no event will the class size exceed the number of learning stations.

Alternative Education Program: Maximum number of students assigned to the Alternative Education Program shall be 80 per teacher based on a 5 hour day. Administration may assign an 81st through 90th student to the program for additional compensation payable at the end of the school year. For each day that enrollment exceeds 80 students, the teacher(s) shall be compensated at the rate of \$217 for each additional student based on the student's school year prorated by days enrolled. If a 91st student is assigned to a teacher in the alternative education program, an additional teacher shall be assigned.

Special Education: Special education professional staff is eligible to take two school business days per school year to plan and/or conduct Individual Education Planning Committee (IEPC) meetings. Professional special education staff whose caseloads exceed 18 students on March 15th, are eligible for one additional school business day for a total of three (3) school business days per school year to plan and/or conduct IEPCs. The scheduling of school business days must be

pre-approved and coordinated with the building principal and the director or supervisor of special education.

Special education teachers/consultants will be compensated for **caseload numbers for their particular program** that exceed the caseload limit defined in the *Michigan Administrative Rules for Special Education* and, given implementation of a Wayne County rule waiver, are within the number allowable by the waiver. The compensatory rate will be \$1.50 per day, per additional student up to and including the upper limit allowed by the waiver. Compensation will be based on the student school year with the start date determined by the initiation of service date on the IEP.

Special education departmentalized teachers will be compensated when their average class size exceeds the number allowed by the *Michigan Administrative Rules for Special Education* and a Wayne County rule waiver is in effect. In this case, the total number of students in the teacher's departmentalized classes must fall within the allowable limit of the waiver. If the average number of students per class period per instructional day exceeds the "*Administrative Rule Limit*" but is within the approved waiver, the teacher will be compensated in the following manner: The compensatory rate will be \$2.20 for the first student within the waiver limit allowable in a five (5) hour day. The compensatory rate will be \$2.40 for the second student within the waiver limit allowable in a five (5) hour day. The compensatory rate will be \$2.60 for the third student in a five (5) hour day. The compensatory rate will be \$2.75 for the first student within the waiver limit allowable in an eight (8) block alternating schedule. The compensatory rate will be \$3.00 for the second student within the waiver limit allowable in an eight (8) block alternating schedule. The compensatory rate will be \$3.25 for the third student within the waiver limit allowable in an eight (8) block alternating schedule. Compensation will be based on the student school year prorated by contact time.

Section B—Educational Tools

The Employer agrees at all times to keep the schools reasonably equipped and maintained. Accordingly, the Employer recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, current periodicals, standard tests and questionnaires and similar materials are tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Employer undertakes to implement all joint recommendations thereon made by its representative and Association. The final determination shall be made by the Board.

Section C—Teacher Reference Library

The Employer shall provide a teacher reference library within each school in a location as designated by that school's staff and include therein materials that are selected by the teachers. The request shall be reasonable and approved by the principal.

Section D—Duplicating Facilities

The Employer agrees to make available to each school adequate typing and duplicating facilities to aid teachers in the preparation of instructional material.

Section E—Classroom Needs

The Employer shall provide:

1. A separate desk for each teacher in the district. Some lockable space shall be provided each teacher in the district.
2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
3. Adequate chalkboard space in every classroom.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses to be taught.
5. A complete and unabridged dictionary in every classroom or comparable resource text selected by the teacher.
6. Adequate storage space in every classroom (for instructional material) in future buildings or additions.
7. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
8. One item of protective clothing such as a lab coat, a smock, or an apron shall be provided without charge to instructors in appropriate courses of instruction.

The teacher shall be assigned to the regular high school schedule unless a flexible schedule is mutually agreed upon by the teacher and administrator. An administrator shall be present in the building during the mutually agreed upon flexible hours.

Enrolled special education students shall have an assigned special education teacher other than the alternative education teacher.

Section F—Faculty Facilities

The Employer shall make available in each school adequate lunchroom, rest room and lavatory facilities exclusively for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge. This lounge may be shared by other employees in the district. If teachers desire privacy, non-employees—parents, vendors, etc.—will be discouraged from using lounge facilities.

Section G—Faculty Phones

Private telephone facilities, in a location affording privacy, shall be made available to teachers for their reasonable use. All long distance calls shall be cleared through the office before being made. All long distance calls not dealing with school business shall be paid for by the teacher.

Section H—Parking Facilities

The Employer shall provide paved, lighted, off-street parking facilities for school staff employees.

Section I—Elementary Specialist Teachers

Elementary specialist teachers, including but not limited to art, physical education, and music, shall receive the following considerations:

1. Teachers (grades 1-6) shall not be assigned class periods of less than thirty (30) minutes in length.
2. All traveling done by specialist between class periods shall count as teaching time.
3. Teachers may develop and recommend their teaching schedules to the building principal, with the final decision to be made by the building principal.
4. Students shall not be assigned to more than two (2) special classes consecutively except in unavoidable situations.
5. Each teacher shall be assigned to a home building for purposes of (a) compensation, (b) Association representation, (c) staff meetings, (d) evaluation.
6. The building principal may require a sign-in/sign-out sheet for all teachers, but the time of arrival or departure will not be required.

Section J—Personal Property Loss or Damage

During the term of this agreement, a fund shall be established from which individual teachers may be reimbursed for approved claims for property loss due to theft, burning, or willful or malicious damage provided such damage or destruction occurs within the school building or designated teacher parking area, while the teacher is on duty and is connected with the execution of the teacher's assigned responsibilities. Said loss or damage shall not be occasioned by the negligence of the affected teacher.

Personal property is defined as anything normally worn or carried into the building by the teacher, but shall not include cash or jewelry.

\$2,250 will be allocated per year to cover claims. If an unused balance is available at the end of any year, then previous claims that have been denied will be reconsidered.

Claims on individual items must have a replacement value of \$10.00 or more to be eligible for reimbursement.

Items of over \$200 in value other than clothing that a teacher may wish to bring into the building to be used in the teacher's assigned responsibilities must have building administrative approval to be eligible for reimbursement claims. Items brought into the building that are not described in this article will not be eligible for reimbursement claims. The district shall not be obligated beyond a \$250 maximum designated to compensate the teacher for his insurance deductible.

Claims filed due to damage done to personal cars shall be compensated in the following manner:

Personal cars must be parked in parking areas designated as teacher parking lots to be eligible for coverage. Bargaining unit members must report to the building principal's office as soon as knowledge of said damage occurs. A police report shall be filed on the day of the incident and submitted to the Board for review. Compensation for auto claims shall be made at 100% of the individual's deductible fee for personal auto insurance coverage, capped at \$250.

All claims will be reviewed by a committee whose membership will include W.B.E.A. president and (2) designees, director of personnel, director of finance, and director of support services. Claims made under a homeowner's insurance policy will not be eligible for reimbursement.

Section K—T.O.T.E. Teachers

T.O.T.E. teachers required in the course of their work to drive personal automobiles shall receive a car allowance equal to the IRS standard mileage rate for deductible business travel. The home base for purposes of computing mileage shall be designated by the Employer. Also, the T.O.T.E. teachers will be paid mileage from home base to their first stop and from their last stop to home base, but do not have to report to home base unless directed by their supervisor.

Section L—Band Director

The teacher assigned to secondary band will also be required to assume the responsibility of marching band director. In addition to the appropriate salary under Schedule A, the teacher will receive additional compensation as listed under Schedule B for fulfilling the marching band director's responsibilities.

Section M - Alternative Education Teachers

Students will be enrolled in a variety of online subjects, therefore, the teachers are not responsible for the preparation or delivery of content. The teachers will not be eligible for the dual prep stipend.

In addition to Article 7 Section E Classroom Needs, all teachers in this program shall have their own assigned workspace, which will have a telephone and working computers.

The teacher shall be assigned to the regular high school schedule unless a flexible schedule is mutually agreed upon by the teacher and administrator. An administrator shall be present in the building during the mutually agreed upon flexible hours.

Enrolled special education students shall have an assigned special education teacher other than the alternative education teacher.

ARTICLE 8 ***Professional Qualifications***

Section A—Teacher Certification

The Board recognizes as established criteria the policy of hiring new teachers who have no less than a bachelor's degree from an accredited college or university and who possess or qualify for a provisional, permanent, or continuing certificate. Teachers who do not qualify under the laws of the state of Michigan and/or the administrative rules governing "Certification of Michigan Teachers" may be employed by the district if the teacher has outstanding credentials or in cases of absolute necessity.

Whenever possible, including during periods of layoff, vocationally certified teachers shall be used in vocational programs in order to meet state vocational program requirements.

Section B—Substitute Teachers

Substitute teachers who meet the state mandated guidelines shall be employed by the Board. A substitute may remain until the regular teacher returns or is otherwise released by the building principal.

Section C—Teaching Assignment

Teachers shall not be assigned teaching duties outside the scope of their teaching certificate in their major or minor field of study, except temporarily or for good cause, and the Association shall be so notified in each instance.

Section D—Additional Assignments

Any assignment, in addition to the normal teaching schedule of the regular school year, including summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such an assignment will be given to tenured teachers regularly employed within the district if they possess the necessary qualifications for the assignment.

Section E—Faculty Meetings/Professional Development Hours

Attendance at staff meetings, conferences, professional development meetings, and the like, will be limited to four (4) meetings per month.

There shall be no more than one (1) staff meeting during any week, the duration of which shall not exceed forty-five (45) minutes before the teachers' first regularly scheduled assignment or after the teachers' last regularly scheduled assignment. There shall be no staff meetings scheduled during the week of a particular building's parent/teacher conferences. "Regularly scheduled assignment" shall mean teaching time and teacher preparation period.

A total of thirty (30) professional development hours are required throughout the school year. Twenty-seven (27) of the thirty (30) hours will be held during the student contact hours in the form of in-services. Three (3) hours will be held during professional development meetings. Professional development meetings must be one (1) hour in length and will count as one of the four (4) meetings per month. A majority of the staff and administration may agree to hold consecutive professional development hours. Each hour will count as one (1) meeting.

Emergency meetings may be called with the agreement of the local Association building representative.

All staff meetings shall be on a regular schedule as jointly determined by the principal and the teaching staff. If no agreement can be jointly determined, only Tuesdays after the teachers' last regularly scheduled assignment may be reserved for staff meetings. An agenda shall be given to each teacher. Teachers shall be excused from staff meetings without loss of compensation for emergencies or upon approval of the building principal.

Section F—Department Heads

The district may employ department heads who will coordinate programs and materials with their respective staffs as well as serving as a liaison between the members of the department and the school administration. All teachers shall continue to have full access to principals or other administrators.

The department head shall not be considered a managerial or administrative position. To insure that decisions made in a department are not administrative and/or managerial, the following will apply to all departments. Beginning no later than the 2nd semester, the department head will hold meetings with all members of the department. The purpose of these meetings is to determine and complete a needs assessment report for the following year. A building administrator will attend at least one of these meetings. The assessment report will establish the rules and regulations that will govern the operations of each department and will include but not be limited to department goals, budget, and class schedule. The needs assessment report for the following year will be due by April 1st. Decisions relative to the needs assessment report will be approved by a majority of the department members.

Failure to reach a decision will not prevent administration from establishing procedures, rules, and class schedules for the department. All decisions made by the department are subject to amendment and approval by the building principal.

ARTICLE 9

Promotions, Vacancies, Transfers and Assignments

Section A—Quality Education

Since the quality of education is determined by the competency of the teaching staff, the Board is pledged to seek the most competent persons, utilizing all sources for whatever positions may exist.

Section B—Promotion

A promotion is an upward change in position which results in additional compensation for additional duties or responsibilities performed during the regular work day. Promotions are not meant to include the taking on of additional duties in connection with extracurricular or extra duty services. The policy of the district is to promote from within its staff whenever candidates from within the system meet the criteria established by the Board for the position.

Section C—Teaching and Building Assignment

By May 15th, each building principal will staff his/her building with current staff then notify the superintendent of vacancies. The vacancies will be filled with valid transfer requests (Section G) by district seniority. If no transfer request exists, the vacancy shall be posted (Section D).

All teachers shall be given written notice of their teaching and building assignment for the forthcoming year and no later than the last day of school as set forth in the school calendar. The Board has the right to change the teaching and/or building assignment of a teacher between the end of the school year and September 1st. If the affected teacher objects, then said change will be considered an involuntary change of assignment and shall be subjected to the following provisions as listed below:

1. Will receive top priority for any vacancy for which the teacher is certified or qualified, the year from the involuntary change of assignment.
2. The teacher may resign without reprisal.

No change of assignments shall be made after September 1st unless voluntary on the part of the affected teacher or unless an emergency situation exists.

Section D—Posting

Whenever a vacancy in a professional position in the district shall occur during the school year, the Board shall publicize the same by posting such vacancy on the school office bulletin board in every school building for at least fourteen (14) calendar days. The basic terms and conditions will be included in the posting. No such vacancy shall be filled, except on a temporary basis, until such vacancy shall be posted for fourteen (14) calendar days. For vacancies occurring from the last day of school to the opening of the new term, the Board shall notify the Association of all openings by registered mail for the purpose of notification to all members.

All non-bargaining unit professional positions will be subject to this posting procedure; however, the appointments to these positions will not be subject to the grievance procedure.

Section E—Vacancy

Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due consideration to the professional background, training, and seniority. The policy of the district is to fill vacancies from within its staff whenever candidates from within the system meet the criteria established by the Board for the position. If said teacher is denied the position, the teacher shall be notified of the specific reasons, in writing, of said denial.

Section F—Change of Assignment

Since the frequent change of assignment of teachers from one school to another during the school year is disruptive to the educational process and interferes with optimum teacher performance, the parties hereto agree that there will be no unrequested change of assignment of teachers unless an emergency situation exists.

Section G—Teacher Requested Change of Assignment

Prior to March 15th of each year, teachers may request a change of assignment from one school, grade, or subject area to another for the ensuing school year commencing the following September. All requests for a change in assignment must be in writing and received by the personnel office no later than March 15th. The teacher's request will be granted when possible.

Section H—Transfers and Reassignments

Inter-building transfers and intra-building reassignments shall be made on a voluntary basis whenever possible.

Section I—Transfer Request

When all qualified teachers are recalled from "layoff" and "leave" and vacancies shall exist, those teachers who have on file a written request for transfer prior to March 15th of the current year will be given an opportunity to transfer to the existing vacancies.

Section J—Involuntary Transfer

No teacher shall be involuntarily transferred without just cause.

Section K—Closed Building

In case of closing of facilities, those teachers in the closed building shall receive top priority for reassignment, in accordance with their valid certificate, licenses, and district seniority.

Section L—Layoff

Article 27 (Staff Reduction) supersedes Article 9 (Promotions, Vacancies, Transfers, and Assignments).

ARTICLE 10

Illness or Disability

Section A—Sick Leave

At the beginning of each school year, each teacher shall be credited with ten (10) days of sick leave allowance to be used for absence caused by illness or physical disability of the teacher. Absence occasioned by an emergency illness in the immediate family (spouse, parents, grandparents, children) shall be allowed at full pay as in the case of personal illness and will be deducted from normal sick leave allowance. The unused portion of such allowance shall accumulate from year to year, without limitations (see Schedule C). Teachers who leave during the school year, who have used up all of their sick leave days, shall have deducted from their last check one (1) sick day per month for each month remaining in the school year.

If a teacher is absent five (5) consecutive days, a doctor's statement concerning the illness may be required by the personnel office.

Section B—Sick Leave Bank

At the beginning of the school year, the Employer shall provide a sick leave bank equal to three (3) days per teacher employed in the district to be administered by the Association. Unused days remaining in the sick leave bank at the end of the school year shall not accumulate to the following year.

Teachers, hired prior to July 1, 2006, who have exhausted their accumulative personal sick leave allowance may make reasonable withdrawals from the common bank as determined by the following sick bank policy of the Association:

1. The sick bank is established jointly by the Association and the Board of Education to provide for the possibility of extended protection for individuals who are members of the sick leave bank and are unable to perform their professional responsibilities because of personal illness or disability.
2. Coverage from the sick leave bank may be requested during a school year after a thirty (30) work day waiting period and the exhaustion of the employee's personal sick bank with the exception of 30 days.
- 2a. The thirty (30) work day period will be waived if any illness/ disability is a result of the initial illness/ disability that causes the member to use the sick bank during the same school year.

3. When applying for sick bank usage, it is the responsibility of the employee to provide the Association with the physician's written statement containing a prognosis and anticipated date of return.
4. Written application will be made to the executive board of the Association. Request forms will be made available in all buildings.
5. The executive board of the Woodhaven-Brownstown Education Association will function as the review committee and shall govern the use of the sick bank.
6. The review committee shall examine the merits of each case and all requests for use from the sick leave bank will be reviewed and re-evaluated every fifteen (15) working days.
7. A second doctor's opinion may be required by the Association, at the employee's expense, after sixty (60) days of sick days.
8. A teacher who draws from the sick leave bank is not obligated to repay sick days.
9. It is the Association's responsibility to present copies of all signed forms requesting sick bank leave usage to the director of finance's office following each monthly executive board meeting.
10. The above stated policy shall preclude all past practices of the Woodhaven-Brownstown Education Association in granting sick bank leaves.

Teachers, whose contract begins on or after July 1, 2006, are not eligible for participation in the sick bank. The Board shall pay the premium for long term disability coverage for these employees at 70% of salary, after 90 days of disability, with a \$5,000 monthly maximum.

Section C—Medical Leave of Absence

A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence, without pay, for the duration of such illness or disability, up to one (1) year, and the leave may be renewed each year upon written request by the teacher. The Employer reserves the right to request satisfactory medical evidence of recovery upon return.

Section D—Workers' Compensation

Absence due to injury or illness in the course of the teacher's employment shall not be charged against the teacher's sick leave days provided that the Employer shall pay to such teacher the difference between the teacher's salary and the benefits received under the Michigan Workers' Compensation Act for the duration of such absence.

Section E—Sick Days Accumulated

All sick days accumulated by teachers of the former Maple Grove, Carson, and Brownstown #10 School Districts shall be honored by the Board.

Section F—Reporting Absence

When a teacher calls to report an absence, the teacher shall call the absentee recorder and state:

1. Reason for absence—sick, personal leave, etc.
2. Length of absence anticipated.

After an extended absence (two or more days of absence), it is understood that the teacher will call the switchboard to verify the teacher's return the day before returning.

Section G—Terminal Pay

Terminal pay will be granted employees who leave the district and have been employed in the district a minimum of five (5) years. Such compensation will be paid for accumulated sick leave days using the following formula:

- Five (5) to fifteen (15) years of employment within the district, fifty percent (50%) of the BA step 1 per diem.
- Sixteen (16) to twenty-five (25) years of employment within the district, seventy-five percent (75%) of BA step 1 per diem.
- Twenty-six (26) years and above within the district, one hundred percent (100%) of the BA step 1 per diem.

The total terminal pay shall be limited to a maximum of ninety (90) days.

Section H—Terminal Pay (Less than 5 Years)

Terminal pay shall be granted employees who leave the district and who have been employed in the district less than five (5) years. Such compensation will be paid at one-half (1/2) the BA step 1 per diem rate for accumulated sick leave days. The total terminal pay shall be limited to a maximum of forty (40) days. Any teacher resigning from the district other than during the time provided for under the Teachers Tenure Act shall forfeit the above benefits unless otherwise approved by the Employer. No employee shall receive terminal pay who is discharged for just cause.

ARTICLE 11

Professional and Personal Business Days

Section A—Personal Business Leave

Each teacher shall be credited with three (3) days per school year without loss of pay to take care of matters of a personal nature that cannot be taken care of at a time other than school time. Such business days shall be in addition to sick leave and shall not be accumulative. Personal business days that remain at the end of each school year will be added to the individual's sick leave allowance. The teacher shall not be required to give reasons for requesting this type of leave; the integrity, honesty, and responsibility of the teachers in general shall be considered in granting this type of leave. The teacher must notify the principal as far in advance of such business day as possible. Upon application and approval of the superintendent or designee, up to two (2) additional personal business days may be granted, provided they can be deducted from that person's unused sick leave allowance.

It is expressly understood that personal business leave days should not be used for personal pleasure. The teacher may be asked by the building principal

and/or superintendent to explain the reason for any personal leave requested for a school day immediately before or after a holiday or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.

Section B—Jury Duty

A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. The teacher shall receive regular salary for days spent in performance of such obligation, then will reimburse the district in the exact amount of the jury duty compensation. Time spent in performing such obligation shall not be subtracted from any leave days granted.

Section C—Funeral Leave

Due to a death in a teacher's or spouse's immediate family, the teacher shall be granted up to five (5) days with pay (not chargeable to any leave otherwise granted) at any one time. The term "immediate family" as used in this section shall mean spouse, parents, grandparents, children, brothers, or sisters. Upon application and approval of the superintendent, up to five (5) additional days may be granted for nieces, nephews, uncles, and aunts.

ARTICLE 12 ***Sabbatical Leave***

Teachers who have been employed in the district for a minimum of seven (7) years may be granted by the Board a sabbatical leave and shall be paid one-half (1/2) the teacher's normal salary for that year, subject to the following:

1. The application for sabbatical leave must be accompanied by a detailed explanation of why the leave is being requested along with the proposed advantages to the individual and to the district.
2. The Board of Education can reasonably request progress reports during the term of the leave.
3. If the teacher on leave decides not to return to the Woodhaven-Brownstown Schools, notice shall be given no later than March 15th of the year in which the leave terminates.
4. The teacher being granted the leave will execute and sign a promissory note equal to the sum paid while on leave by the district and payable to the district should the teacher not return. Release from said promissory note shall be contingent upon completion of three (3) years of teaching service in the Woodhaven-Brownstown School District. Failure to complete the three (3) required years of service, including retirement and/or termination of employment, will result in remuneration made to the district on a prorated basis for service that was not given. Arrangements for repayment to the district shall be made between the teacher affected and the director of personnel.
5. A teacher on sabbatical leave for one (1) year will, upon return, be placed in the same or an equivalent position as the one held prior to the leave and shall be placed on the same step on the salary

schedule as the employee would have been on had the employee taught in the district for the period of the leave.

6. The number of leaves covered in this article will be equal to the number of years duration of this contract. If there is a year where there are no sabbatical leave requests, then the total number of sabbatical leaves will be reduced by one (1).
7. Notification for request for sabbatical leave must be presented in writing to the Board of Education no later than April 1st of each year.
8. Request for leave will be evaluated by a committee comprised of a member from the Board of Education, the administration, and the Woodhaven-Brownstown Education Association.

ARTICLE 13

Unpaid Leaves of Absence

Section A—Leave of Absence

A leave of absence of up to two (2) years shall be granted to any teacher, upon application and approval of the Board, for the purpose of participation in exchange teaching programs in other states, territories or countries, foreign or military teaching programs, the Peace Corps, Teachers Corps, or Job Corps as a full-time participant in such programs provided said teacher states in writing an intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as the teacher had upon leaving the district.

Section B—Military Leave of Absence

A military leave of absence shall be granted to any teacher who shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, the teacher shall be placed on the same position on the salary schedule as the teacher would have been had the teacher taught in the district during such period, but in no event shall this exceed four (4) years or one (1) term, whichever is greater.

Section C—Association Leave of Absence

A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Union, the Association, or its staff. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as the teacher had upon leaving the district.

Section D—Public Office Leave of Absence

A leave of absence—not to exceed four (4) years—shall be granted to any teacher upon application and approval of the Board for the purpose of campaigning for, or serving in, public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as the teacher had upon leaving the district.

Section E—Maternity and Child Care Leaves of Absence

A leave of one (1) year plus any unfinished school year shall be granted to a teacher upon written request and upon proper certification of pregnancy by the employee's physician or after the birth of a child.

The leave will commence at a time solely determined by the employee in consultation with a physician, provided that such date shall be at least thirty (30) days following the written request. Such request will indicate the termination date of the leave. In cases of emergency, the thirty (30) day notice may be waived. No teacher shall be required to teach beyond the fourth month of pregnancy.

During said leave, the teacher shall maintain tenure, insurance benefits on a self-pay basis, accumulated allowable leave days, and all other rights provided in the professional agreement.

Reinstatement to former teaching position, if possible, or a position of like nature shall be granted prior to the termination or at termination of said leave, provided the employee, in consultation with a physician, deems it advisable to return to service and provided further said teacher gives sixty (60) days notice to return prior to the start of the next full term, quarter, or marking period. If a teacher chooses not to return at the termination date of the leave but requests an extension of said leave, if approved by the Board, the teacher shall retain the right to be restored to the teacher's former position, if possible, or to a position of like nature. A teacher returning from leave provided in this paragraph shall be placed at the position on the salary schedule commensurate with prior teaching experience.

A teacher in the process of adopting a child may receive a similar leave.

This leave may be extended for additional years for child care upon written application by the teacher with the approval of the Board.

Section F—Other Leaves of Absence

Leaves of absence without pay for reasons other than sickness, accident, or military will, upon proper application and approval by the Board, be granted up to a period of two (2) years to teachers who have two (2) or more years of service. Teachers who are re-employed after such leave shall retain the yearly status on the salary schedule they had at the time of the leave.

Section G—Extension of Leaves of Absence

When a leave is granted at less than the optimum length allowed by definition in the previous sections of this article, then request for extension will be granted.

Section H—Return from Leaves of Absence

All teachers on an unpaid leave of absence must give written notice to the director of personnel by March 15th of the year the leave expires of the teacher's intention to return, request an extension, or resign. Failure to furnish such notice may, at the discretion of the Board, lead to dismissal proceedings in accordance with the Tenure Act.

ARTICLE 14 ***Academic Freedom***

Section A—Individual Freedom

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for the teacher and student is encouraged.

Section B—Academic Freedom

Academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning human behavior, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility.

Section C—Individual Expression

Freedom of individual expression will be encouraged, and fair procedure will be developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE 15 ***Teacher Evaluation***

A committee of an equal number of representatives of the employer and the WBEA shall be seated to modify the contract's evaluation language to comply with State law. The committee shall endeavor to complete its work by the commencement of the 2011-12 school year. This portion of the contract shall be subject to normal ratification.

Section A—Written Evaluations

The performance of all teachers shall be evaluated in writing in accordance with the procedures developed by the joint evaluations committee in May 1995 (including the Administrative Handbook for Evaluating Professional Staff 1996-97). Probationary teachers shall be formally observed and evaluated at least two (2) times during the school year as per state law. Such observations shall occur during the month of November and the month of March. Tenure teachers shall be evaluated at least once in every three (3) years.

Section B—Formal Observations

Formal observations and evaluation shall be conducted by the teacher's building principal, assistant principal or other full-time administrator assigned by the superintendent or assistant superintendent. K-12 curriculum coordinators and

K-12 media specialists will not formally or informally evaluate teachers; however, K-12 media specialists may formally evaluate all grade level media personnel. Said evaluator shall be identified to the teacher within the first few weeks of the teacher's assignment to the teacher's building at a meeting. Further, the teacher, along with being advised as to whom the evaluator will be, shall be oriented to the evaluator's procedures, criteria, standards, instruments, and when the teacher will be evaluated within said few weeks. One week's notice shall be given prior to all formal evaluations.

Section C—Observation Length

Each formal observation shall be made in person for a minimum of thirty (30) consecutive minutes. Monitoring or observation of the performance of the teacher shall be conducted openly and with full knowledge of the teacher.

Section D—Personal Interview

Four (4) copies of the written evaluation shall be submitted to the teacher in a personal interview within fourteen (14) days thereafter of such formal observation. During such personal interview:

1. All copies shall be signed by the administrator and the teacher. A teacher's signature does not necessarily mean agreement.
2. One (1) copy is to be retained by the administrator, one (1) copy is to be retained by the teacher, one (1) copy is to be retained by the personnel office, and one (1) copy is given to the Association by the administration.

Section E—Rebuttal

If the teacher feels the evaluation was incomplete or unjust and cannot resolve the difference during the personal interview, the teacher shall, within ten (10) school days, submit objections in writing and have them attached to the evaluation report. A copy of said objections, attached to a copy of the evaluation, shall be submitted to the superintendent or assistant superintendent. All evaluations shall be based on valid criteria for evaluating professional growth as jointly determined by the Board and the Association. All evaluations, with objections attached, if any, shall be placed in the teacher's personnel file.

Section F—Termination of Employment

Before a teacher may be recommended for termination of employment, the administration must document proof of help and guidance given to the teacher to correct any deficiency. In the event a probationary teacher is not continued in employment, the Board shall advise the teacher of the reasons.

Section G—Personnel Files

Each teacher shall have the right, upon request, to review the contents of the teacher's own personnel file in the presence of an administrator or designated representative. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Under no circumstances shall materials be removed from this file unless mutually agreed upon.

Section H—Evaluation Basis

No teacher evaluation shall be based solely on student test scores.

ARTICLE 16

Professional Behavior

Section A—Rules and Regulations

Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of the agreement, provided that a teacher may reasonably refuse to carry out an order which violates accepted professional standards.

Section B—Criteria

The Board recognizes that the Code of Ethics of the educational profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall accept the responsibility to deal with the ethical problems in accordance with the terms of such Code of Ethics of the education profession.

Section C—Professional Performance

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or professional behavior shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher.

Section D—Representation

A teacher shall be entitled to have present a representative of the Union when being reprimanded, warned, or disciplined for any infraction of the rules or delinquency in professional performance. When a request for such representative is made, no action shall be taken with the respect to the teacher until such representative of the Union is present.

Section E—Disciplinary Action

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. The evaluation of a teacher which results in less than a satisfactory work rating may constitute the foundation for just cause. The Board agrees that the evaluations will continue to be conducted on an individual basis in a professional, business-like manner. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including adverse evaluation of a teacher's performance by the Board or representative thereof, shall be subject to the grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Union.

A tenured teacher may elect to pursue remedy under the Tenure Act or through the grievance procedure set forth in Article 24. It is expressly understood a tenured teacher may not elect to pursue a remedy under both the Act and Article 24.

ARTICLE 17

Professional Improvement

Section A—Continued Training

The parties support the principle of continuing training of teachers, participation by teachers and professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community education projects.

Section B—Professional Conferences

Upon application by the teacher to the building principal and approval of the Board or upon the Board's initiative, funds will be made available to teachers who desire to attend select professional conferences, visitations to view other instructional techniques or programs, and Michigan Department of Educational curriculum committee meetings. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of substitute teachers needed to relieve the participant attending such conferences without loss of compensation. Teachers will, upon request, submit a written report regarding such conferences as well as verification of actual expenses.

Section C—Workshops

Upon application by the Association and approval of the Board, funds may be made available for the purpose of making arrangements for after school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

Section D—Conference Reimbursement

Any teacher who is required by the Board of Education to engage in any after school courses, workshops, conferences and programs designed to improve the quality of instruction shall be reimbursed the cost of the tuition by the Board.

Section E—Mentor Program

The Board will implement section 1526 of P.A. 335 by adopting the policies and procedures set forth in the "Mentor Handbook" jointly developed in May, 1996.

The mentor teacher will be:

1. a volunteer tenure teacher;
2. selected by the administration in accordance with "Procedures and Criteria for Mentor Selection" and the "Mentor Application" as contained in the "Mentor Handbook";
3. compensated as per Article 20, Section N;
4. excluded from any evaluation procedure, grievance procedure, or administrative hearing regarding the probationary teacher;

5. assigned to only one probationary teacher at a time.

The probationary teacher will be:

1. excluded from any evaluation procedure, grievance procedure, or administrative hearing regarding the mentor;
2. allowed to request a change of mentor;
3. provided with a minimum of fifteen (15) days of professional development instruction during his/her first three (3) years of classroom teaching. Up to five (5) of the days may be outside of the regular workday and work year without per diem compensation. Every effort will be made to schedule professional development within the parameters of the regular workday and work year.

ARTICLE 18

Continuity of Operations

Section A—Uninterrupted Operation

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this agreement. The Association accordingly agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any strike against the Woodhaven-Brownstown School District as defined by the Public Employees Relations Act.

Section B—Unfair Labor Practice

The Employer and the Association agree that they will not, during the period of this agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act, as amended.

Section C—Act of God

When an act of God or a superintendent's directive forces the closing of a school or schools within the district, teachers shall be excused from reporting for duty.

In the event a school is closed for more than one (1) day due to mechanical failure, fire, vandalism or calamity, management has the right to reschedule building assignments of the affected teachers and students so as to continue the educational process of students the next school day. In no event will the staff be rescheduled without students.

Section D—State Aid Act Section 101

The first thirty (30) scheduled hours of student instruction which are not held because of conditions not within control of school authorities such as inclement weather or health conditions as defined by city, county or state health authorities shall not be rescheduled by the district. Additional hour(s) beyond the thirty (30)

hours shall be rescheduled. Rescheduled days shall be made up with no additional compensation.

Section E—Revocation

Should Section 101 of the State Aid Act or Department of Education rules regarding the makeup of lost instruction days be revoked or modified, then Section D of this article shall be considered null and void and subject to re-negotiation.

ARTICLE 19 ***School Calendar***

Section A – 2012-13 School Year Calendar

August 28	Teacher's First Day-Professional Development
August 29	Teacher Day- ½ Professional Development A.M.; ½ Planning Day P.M.
September 4	Students' First Day
October 11	Half Day Students Grades 10-12 Grades 10-12 Parent Teacher Conferences 12-3 pm & 4-7pm
October 18	Half Day Students Grades 6-9 Grades 6-9 Parent Teacher Conferences 12-3 pm & 4-7 pm
November 6	Professional Development Day
November 19 – 21	Exam Days High School
November 21	Half Day – Comp Day
November 21	End of the First Trimester
November 22-25	Thanksgiving Break
November 29	Half Day Student K-5 Parent Teacher Conferences 1-4 pm & 5-8 PM
December 12	Half day students K-2; Professional Development 3 hours
Dec 22-Jan 6	Winter Break
January 7	Classes Resume
January 21	Professional Development Day
January 24	Half Day Grades 6-7 & 10-12 Parent Teacher Conferences 12-3 pm & 4-7 PM
January 31	Half Day Grades 8-9 Parent Teacher Conferences 12-3 pm & 4-7 PM
February 18	Mid-Winter Break
Feb. 27 – Mar. 1	High School Exams
March 1	End of Second Trimester
March 1	Half Day K-9 Records Day
March 14	Half Day Students K-5 Parent Teacher Conferences 1-4 pm & 5-8 PM
Mar. 29 – Apr. 7	Spring Break
May 24	Half Day – Comp Day
May 27	Memorial Day
June 10-12	Exam Days-High School
June 11	Half Day k-9 Records Day
June 12	Students' Last Day (Half Day)/Teachers' ½ day planning

Section B—Exam Days

The last three (3) days of each trimester shall be scheduled as exam days for the high school. These exam days shall consist of the following configuration. In the first two (2) trimesters, the first day of exams will have one (1) two (2) hour exam block, an abbreviated class schedule for three and a half hours (3.5) and one (1) hour teacher preparation period for the purpose of grading. The second and third day of exams will consist of two (2) consecutive (2) hour exam blocks per day.

The remainder of the teacher day shall be designated as teacher preparation for the purpose of grading exams. In the third trimester, the first two (2) days of exams will consist of two (2) consecutive two (2) hour exam blocks per day. The remainder of the teacher day shall be designated as teacher preparation for the purpose of grading exams. The third day of exams will consist of one (1) two (2) hour exam block and one (1) hour teacher preparation period for the purpose of grading.

Section C—Record Days

Beginning with the 2009-10 school year, teachers of students K-9 will be provided a half day for the purpose of record keeping for each report card grading period.

Section D – DRA Test Schedule

The board shall provide a ½-day release for each mandated DRA testing date.

ARTICLE 20 ***Professional Compensation***

Section A—Basic Salaries

The basic salaries of teachers covered by this agreement are set forth in Schedule A which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the designated term of this contract.

Section B—School Nurse

The school nurse shall be compensated as set forth in Schedule A and receive full teacher benefits as per the professional agreement. The nurse will work 200 days or six (6) days less than an elementary principal's work year, whichever is less. The appropriate administrator and the school nurse will establish a schedule in June for the following year.

Section C—Outside Teaching Experience

All teachers, newly employed, may be given credit as determined by the superintendent on the agreed salary schedule set forth in Schedule A for full years of outside teaching experience in any school district.

Section D—Car Allowance

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance equal to the IRS standard mileage rate for deductible business travel. The same allowance shall be given for use of personal cars for field trips or other business of the district upon prior approval.

Section E—Call in Times

The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. It is recommended that teachers shall call by 6:30 a.m.

Section F—Extracurricular Activities

For extracurricular activities, see Schedule B.

Section G—Vocationally Certified Personnel

Vocationally certified personnel teaching above the 1,540 minute limitation shall be compensated at the employee's hourly wage rate (60 minutes or prorated on any part thereof).

Section H—Vocationally Certified, Experience Step

Vocationally certified personnel who hold a valid vocational certificate shall be advanced one (1) experience step on the salary schedule provided that such teacher is teaching in the vocational certified area. This step shall be paid annually, unless said teacher requests and receives approval for a change in assignment outside their vocational certified area. New teachers initially hired by the Board will be compensated in the pre-employment negotiations.

Section I—Extra Days Worked

Teachers requested to work prior to or after the normal school year in the capacity of their regular teaching assignment will be compensated at their per diem rate. Teachers who are requested to work prior to or after the normal school year in areas of workshop or in-service activities will be compensated at one-half ($\frac{1}{2}$) the BA step 1 per diem rate for each day.

Section J—Schedule B Pay Periods

Payment of all expenses submitted to the business office shall be paid within two (2) pay periods of the date submitted. These shall include approved trips, mileage, etc. Schedule B hourly rates will be paid according to regular pay periods.

Fall sports shall be paid the 1st pay of December; winter sports shall be paid the 1st pay of April; spring sports shall be paid the 1st pay of June. All other Schedule B activities shall be paid the 1st pay of June.

Section K—Substitute Principal

In the event an individual substitutes over one-half ($\frac{1}{2}$) day for a principal, compensation will be ten percent (10%) per diem in addition to regular earnings.

Section L—T. B. Test

The Board will provide, at no cost to the teacher, a T.B. test for each member in accordance with the current Board policy.

Section M—Split Class Compensation

Elementary teachers (grades 1-6) will be compensated at the Schedule B rate per split class assignment as defined in Article 5, Section J. A prorated amount of \$.028 times the number of minutes of split special class instruction per week times thirty-six (36) weeks shall be given the subjects of art, music, physical education, and media specialist.

Section N—Mentors

Beginning with the 1996-97 school year, mentors will be compensated at a rate of \$1,312 per school year.

ARTICLE 21 ***Insurance Protection***

Section A—Health Insurance

Effective July 1, 2012:

2012-2013 MESSA \$500/\$1000; \$20 office visit; Saver Rx – or –
 MESSA ABC Plan 1 – HSA 1250/2500 (available 1/1/13)

The Board shall contribute towards the cost of medical insurance the capped amounts in accordance with state law. For 2012-13:

Full-Family:	\$15,000
Individual & Spouse:	\$11,000
Single:	\$5,500

For premium levels below the cap amounts, the Board shall contribute the difference to qualifying District FSA or HSA account.

Employees Shall Contribute 10% towards the cost of dental and vision insurance. All employee contributions shall be deducted over twenty-six (26) pays.

Section B—Life Insurance

The Board shall provide term life insurance protection in the amount of \$35,000 that will be paid to the teacher's designated beneficiary for the remainder of the contract. In the event of accidental death, the insurance will pay double the specified amount.

Section C—Insurance Option

If 125 or fewer Woodhaven-Brownstown School District employees opt out of the district health benefit, \$200 per month will be provided to those employees who do not elect the insurance.

Increase the monthly waiver for those who opt out of district paid health coverage to \$250 per month if at least 126 Woodhaven-Brownstown School District employees choose this option.

Increase the monthly waiver for those who opt out of district paid health coverage to \$300 per month if at least 150 Woodhaven-Brownstown School District employees choose this option.

Section D—Dental Insurance

The Board shall provide a dental care program for all teachers and their eligible dependents as described in Appendix A.

Section E—Vision Insurance

The Board shall provide a vision care plan for all teachers and their eligible dependents as described in Appendix A.

Section F – Part-Time Staff

Teachers employed for a continuous part-time position shall have their benefits/costs prorated to their hours of service. Teachers shall only be employed at less than full-time by mutual agreement. No more than one (1), less than full-time employee shall be assigned to each building, unless otherwise agreed to with the WBEA Executive Board.

ARTICLE 22

Student Discipline and Teacher Protection

Section A—Teacher Assistance

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, appropriate referral procedures shall be used to determine the scope of the problem and its remedy. Once it is determined that outside help is required, the Board will exhaust all reasonable avenues in assisting the teacher in the classroom with the instruction of the student and/or the placement of the student in a special program if necessary.

Section B—Student Discipline

It is recognized that discipline problems are less likely to occur in classes which are well-taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. Teachers may use such force as is necessary to protect themselves from attack or to prevent injury to another student.

Section C—Student Exclusion

Only in the most severe instances of misbehavior may a teacher exclude a pupil from the class; where the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will notify the principal of the problem, in writing, with full particulars of the incident.

Section D—Student Suspension

Suspension of students from school may be imposed only by a principal or designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and parents when warranted. Transfer of the student to another willing teacher or other measures, short of suspension, will first be exhausted. When a teacher has one or more pupils in class who constitute an intolerable behavior problem, relief shall be sought through the joint efforts of the Board and the Association.

Section E—Classroom Discipline

Each teacher shall be responsible for the teacher's own classroom discipline and only the more serious problems will come to the attention of the principal. The principal will take the position of backing the teacher to the limit where the circumstances show the pupil in error. Any treatment of a disciplinary case which fails to improve the individual should be considered unsatisfactory. Good discipline should be considered a product of good teaching, rather than an end which requires the primary energy of the teacher. Each teacher must assume responsibility for student conduct in the building and on the school grounds, as well as in the classroom.

The general procedure for taking care of students who the teacher feels should be sent from the class is as follows:

Whenever it is necessary to dismiss a student from class, the teacher will send a note with the student giving reasons for dismissal and confer with the principal before leaving the building or as soon as possible. Any further disciplinary action will be determined after teacher-principal conference.

Section F—Parental Contacts

All parent contacts made by teachers that have anything to do with school should be cleared through the principal. If notes are written to parents, a duplicate should be made and retained by the principal. This procedure is strongly recommended in the interests of the teacher and the district.

Section G—*In Loco Parentis*

It is recognized under the state law that the teacher acts in *loco parentis* and therefore may legally maintain the same control of a student in school as a parent at home.

Section H—Teacher Assault

Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of the teacher's rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

Section I—Legal Counsel

If any teacher is complained against or sued as a result of any action taken by the teacher while in the scope of the teacher's employment, the Board will render all necessary assistance to the teacher in the teacher's defense. This may be construed to include the services of legal counsel.

Section J—Teacher Lost Time

Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher.

Section K—Parent Complaint

No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher

concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

Section L—Teacher Reprimand

No teacher shall be reprimanded in the presence of a student, parent, staff member, or in a situation where they could possibly overhear.

ARTICLE 23

Curriculum Study Council

The Board and the Association recognize the value of cooperative effort involving the administration and the teaching staff in the areas of curriculum implementation and improvement. It is, therefore, essential that a Curriculum Study Council be established.

1. The Curriculum Study Council shall be composed of two (2) teachers from each elementary school, two (2) teachers from Brownstown, two (2) teachers from Patrick Henry, three (3) senior high teachers, and one (1) from special services selected by the Association yearly.
2. The assistant superintendent in charge of curriculum shall serve as chairperson.
3. The Curriculum Study Council, functioning as an advisory and consultative body, shall review, study, research programs and make recommendations in writing to the superintendent in curriculum areas that are beneficial to the district. If changes are made, said proposals shall be returned to the Council for further study and approval before presentation to the Board by the superintendent.
4. The Board and the Association agree that the Curriculum Study Council serves in an advisory and consultative capacity and that the failure of the Board to place recommendations into effect shall not constitute a basis for a grievance. However, the Board or its designee shall respond in writing, giving reasons for their decision.
5. The Curriculum Study Council shall determine long and short range goals at the second regular meeting.
6. The duties of the council are as follows:
 - a. They shall attend all meetings and report minutes to their buildings.
 - b. They shall discuss, investigate, evaluate, and make suggestions to the superintendent pertinent to problems regarding curriculum, teaching material, and teaching methods and procedures.
 - c. They shall review and evaluate any recommendations which the administration might make regarding changes in curriculum, materials, methods, or procedures affecting the learning process.
 - d. This committee shall consider all proposals from any source pertaining to the improvement of the educational programs carried on or proposed to be carried on in the public schools.
 - e. The Board recognizes that the professional staff shall have a responsible voice in textbook selection. The adoption, continuation, or discontinuation of textbooks shall be a matter of review and consideration by the Curriculum Study Council.

- f. The committee will issue an annual report to the superintendent and a copy to the Association concerning their activities, and said report will include the minutes of each meeting, and a prospectus of the work of future committees. This report will be made no later than June 1st of each year.
7. Curriculum Study Council members will be compensated for meetings attended at the rate of \$20, plus the percentage increase on Schedule B, payable at the end of the school year.

ARTICLE 24

Professional Grievance Procedure

Section A—Definition of Grievance

A claim is made by a teacher or the Union that there has been a violation, misinterpretation or misapplication of any provision of the agreement, or any rule, order, or regulation of the Board and processed as a grievance as hereinafter provided.

Section B—Grievance Procedure

Level I In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with the building principal and/or immediate supervisor either personally or accompanied by a Union representative within five (5) school days from the occurrence or knowledge of occurrence.

Level II If, as a result of the informal discussion with the building principal, a grievance still exists within ten (10) school days the teacher may invoke the formal grievance procedure using the proper form, signed by the grievant and a representative of the Association, which form shall be available from the Union representative in each building. If the grievance involves more than one (1) school building, it may be filed with the superintendent or designee.

Within five (5) school days of receipt of the grievance, the principal and/or immediate supervisor shall meet with the Union in an effort to resolve the grievance. The principal and/or immediate supervisor shall indicate the disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Union.

Level III If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting, the grievance shall be transmitted to the superintendent. Within five (5) school days, the superintendent or designee shall meet with the Union on the grievance and shall indicate the disposition of this in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Union.

Level IV If the Union is not satisfied with the disposition of the grievance by the superintendent or designee, or if no disposition has been made within five (5) school days of such meeting (or ten (10) school days from the date of filing, which shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, a disposition in writing by the Board shall be

made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Union.

Neither party shall present new facts as evidence at level IV which have not been disclosed at levels I, II, or III except facts not discovered at levels I, II, or III. Every effort will be made to disclose to the other party new facts discovered after level III prior to presentation to the Board.

Level V If the Union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator within sixty (60) calendar days of such response, or lack thereof. If the parties cannot agree as to the arbitrator, one shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, to add, or to subtract from the terms of the agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties to the grievance.

Section C—Appropriate Step

If a grievance arises from the action of authority higher than the principal or immediate supervisor of a school, it may be initiated at the appropriate step of this procedure.

Section D—Teacher Discharge

If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, the teacher shall be reinstated with full reimbursement of all professional compensation lost or such other relief as the arbitrator may determine. If the teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to the employee.

Section E—Time Limit Extension

The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Section F—Association Responsibility

If an individual teacher has a personal complaint which the teacher desires to discuss with a supervisor, the teacher is free to do so without recourse to the grievance procedure. However, if an individual teacher proceeds as above, no grievance shall be adjusted without prior notification to the Union and opportunity for a Union representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement. In the administration of the

grievance procedure, the interests of the teachers shall be the sole responsibility of the Union.

ARTICLE 25 ***Negotiations Procedures***

Section A—New Matters

It is contemplated that the terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters. New matters not previously negotiated may be negotiated by mutual consent of both parties to the agreement.

Section B—Agenda

Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators.

ARTICLE 26 ***Miscellaneous Provisions***

Section A—Individual Contracts

Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this agreement or written memorandum of understanding. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or any subsequent agreement to be executed by the parties. If an individual contract contains any language inconsistent with this agreement, this agreement during its duration shall be controlling.

Section B—Board Policies

This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

Section C—Invalid Sections

If any provision of this agreement between the parties hereto shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

Section D—Agreement Reproduction

Copies of this agreement titled "Professional Agreement between the Woodhaven-Brownstown School District and Woodhaven-Brownstown Education Association MEA/NEA" shall be typed at the expense of the Employer within thirty (30) days after the agreement is signed and presented to all teachers now employed and hereafter employed.

Section E—Signed Copies of Agreement

After ratification by both parties, their representatives shall sign the ratified agreement within ten (10) days of reaching a tentative agreement. There shall be six (6) signed copies for the purpose of the record: three (3) copies for the Board and three (3) copies for the Association.

ARTICLE 27 ***Staff Reduction***

Section A—Reduction

In the event that a professional staff reduction becomes necessary due to lack of finances, program reduction, or a decrease in student enrollment, the Employer may initiate staff reductions or layoffs.

No reduction of staff shall take place until all reasonable avenues of placement of teachers have been explored by the Board.

Section B—Seniority Date

Seniority date shall be either the date of Board approval of the teacher's initial contract with the district or the date of the first day worked, whichever comes first. A district-wide seniority list shall be established by the Board and presented to the Association. This list shall be updated periodically as Board action indicates losses or additions to the staff with a copy available to the Association upon request. Teachers on unpaid leaves after August 31, 1983, will not accrue seniority. Seniority will be granted for medical leaves of up to one (1) year.

Section C—Super Seniority

The Association president and the Union chief negotiator shall not be subject to layoff. The names of these two (2) individuals shall be presented to the Board prior to April 1st of each year.

Section D—List Staff Needs

Prior to layoff, the Board shall develop a list of necessary staff needs based upon the proposed educational program for the forthcoming school year and match currently employed teachers to those positions according to the following procedures:

1. Probationary teachers with the least seniority will be laid off first, provided the remaining teachers are certified to assume the duties necessary to the programs (excluding extracurricular activities).
2. Tenure teachers with the least seniority will be laid off next, provided the remaining teachers are certified to assume the duties necessary to the programs (excluding extracurricular activities). In order to implement such reassignment and transfers shall be made to cause

higher senior persons to be retained and the least senior persons to be laid off. Reassignments and transfers shall be by seniority with the least senior member being moved first. Such moves between bargaining unit positions shall not be considered a deprivation of professional advantage. Such moves shall not be made after September 1st.

3. The remaining teachers will then be assigned to their previous positions, if possible. High school teachers will be assigned within their major and minor fields of certification.
4. North Central certification standards must be met by teachers assigned to a North Central accredited building. If they do not have the number of hours required by NCA standards, they must meet such standards within two (2) years, taking a minimum of four (4) semester hours per year until the requirement is met or, if less than four (4) hours are required, such hours that are needed to complete the requirements. The Board shall reimburse the cost of tuition to the teachers for the first four (4) hours per year for such course work needed in order to complete this requirement. Reimbursement shall be made upon submission of an official transcript with evidence of a passing grade.

Section E—Layoff

In the event of a teacher reduction or layoff becomes necessary, the Employer shall give the Union and affected teachers written notice of impending layoff in compliance with the Michigan Teacher Tenure Act or at least sixty (60) calendar days prior to the end of the school year or forty (40) calendar days prior to the 1st day of the second trimester or second semester.

An employee may be laid off at the end of a quarter or marking period to accommodate the return of a teacher from maternity or child care leave, provided the Employer notifies the Union and affected employee in writing at least sixty (60) days prior to such layoff.

Section F—Recall

Qualifications for recall shall be based on a valid state teaching certificate(s). Recall shall begin as soon as possible in the reverse order of layoff as determined by the seniority list and valid certification.

Section G—Teacher Refusal

Refusal of a laid off teacher to accept a position for which the employee is qualified and certified will result in termination of services.

Section H—Benefits

Benefits for released teachers:

1. A teacher released because of staff reduction will be compensated for all of the employee's sick leave days, if so desired, at the employee's current per diem rate. A maximum of twenty (20) days will be paid for a teacher not recalled by September 1st.

2. A teacher who has been released because of staff reduction shall, if the employee so desires, have priority on the substitute list, according to seniority.
3. Provisions for early retirement shall be made for the teacher who may wish to so retire, provided there is no conflict with established state retirement policies.
4. Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed services.
5. Leaves of absence will be granted by the Board upon written request when reduction of staff is necessary in compliance with Article 13— Leaves of Absence.
6. During said reduction such reduced teachers shall receive no insurance benefits at Board expense. Terminated (laid off) teachers may elect to continue insurance benefits as described in Article 21, if available, at their own expense. This section is contingent upon approval of the insurance carriers and Board requirements for the payment of premiums.

Section I—Return from Leave

Teachers on leave who have indicated in writing by March 15th to return to active duty shall be placed in accordance with their seniority and valid certification.

ARTICLE 28 ***Professional Relations Committee***

Section A—Professional Relations Committee Structure

The Board and the Association will establish a professional relations committee not to exceed eight (8) members (four from each party) which shall meet within ten (10) days of a request for a meeting by either of the parties, but in no instance more than once each month, except by mutual agreement. The purpose of this committee is to discuss and study matters of a mutual interest concerning the Woodhaven-Brownstown Schools and related personnel policies.

Section B—Purpose of Meetings

The purpose of these meetings shall be to provide a means whereby:

1. The items of concern to the Association may be brought to the attention of the Board representatives for consideration;
2. Items of concern to the Board representatives may be brought to the attention of the Association for consideration;
3. Information may be exchanged; and
4. A high level of mutual understanding may be maintained.

Section C—Operation Procedures

The operating procedures and meeting times for discussion of the committee shall be determined by the committee and reflected in the minutes of the initial meeting. The chair of the committee shall be rotated quarterly.

ARTICLE 29

School Improvement

The Board of Education of the Woodhaven-Brownstown School District and the Woodhaven-Brownstown Education Association recognize the collaborative nature of the education of the students of the Woodhaven-Brownstown School District and the desirability and necessity of extending their collaborative efforts into the area of school improvement.

School improvement is a joint planning and problem-solving process that seeks to improve the quality of life in the school and the delivery of quality education.

The parties hereby agree that the following conditions shall govern teacher participation in all programs or projects in the areas of school improvement specifically the implementation of P.A. 25 of the state of Michigan and the Elementary & Secondary Education Act, No Child Left Behind Act of 2001, Public Law 107-110, (1/8/02), 20 USC 6301 et seq.

1. The collective bargaining agreement between the Board and the Union may not be modified in whole, or in part, except by mutual written agreement by the Association and the Board, after negotiations initiated by either party.
2. All teachers shall be offered the opportunity to participate in each activity. Participation on a school improvement committee is voluntary and shall not be part of a teacher's evaluation, or otherwise be used to discipline the teacher. When the S.I. plans/procedures are approved by the Board of Education, the appropriate teachers shall be subject to its content.
3. Each building shall have a school improvement team. The majority of the team shall be teachers who are presently employed in the Woodhaven-Brownstown School District.
4. The school improvement team shall choose its own chairperson and secretary. Minutes shall be kept of all school improvement team committee and subcommittee meetings.
5. Each school improvement team shall set up its own operating procedures.
6. The district school improvement committee shall be established to advise the superintendent and the Board of Education. The Board will appoint one central office administrator, one school board member and one building principal. The Union will appoint three teachers. Two members-at-large will be mutually agreed upon by the committee.
7. The district school improvement committee will oversee the research, development, implementation and operation of any school improvement plan. The major emphasis of the committee will be in reviewing proposed actions by the building committees and facilitating agreements reached at the building level. The district S.I. committee shall not overrule the substantive plans of building school improvement teams.
8. If activities related to school improvement are scheduled during a teacher's regular work day, the teacher shall be released from duties without loss of pay to participate in those meetings. If such activities are scheduled beyond the teacher's regular work day,

scheduling shall be done in such a way that the length of the teacher's day and the teacher's workload are not increased beyond current contractual limits.

9. The Union reserves all rights that it may have, under law of the collective bargaining agreement, to bargain with the Board before any action is taken that affects the bargaining unit members.
10. If any provision of this article or any application of this article shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.
11. This article shall not abridge the Board's rights under Article 3.
12. This article will not bypass Article 23 of this agreement.

ARTICLE 30 ***Seniority***

Section A—Seniority Date

Seniority date shall be either the date of Board approval of the teacher's initial contract with the district or the date of the first day worked, whichever comes first. A district-wide seniority list shall be established by the Board and presented to the Association. This list shall be updated periodically as Board action indicates losses or additions to the staff with a copy available to the Association upon request. Teachers on unpaid leaves after August 31, 1983, will not accrue seniority. Seniority will be granted for medical leaves of up to one (1) year.

Section B—Super Seniority

The Association president and the Union chief negotiator shall not be subject to layoff. The names of these two (2) individuals shall be presented to the Board prior to April 1st of each year.

Section C—Seniority List

The following procedures prevail when establishing a school district-wide seniority list:

1. In the conversion of years to days, all previous years shall be considered 186 days.
2. Portions of the first year worked will be figured on a per day basis from date of hire or first day worked.
3. Beginning September 1, 1983, teachers who are granted an unpaid leave by the Board shall not accrue seniority for the duration of that leave with the exception of unpaid medical leaves, which shall accrue seniority up to one (1) year.
4. In the circumstances of more than one (1) individual beginning on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association and teacher(s) so affected will be notified, in writing, of the date, place and time of the drawing. The drawing shall be conducted openly and

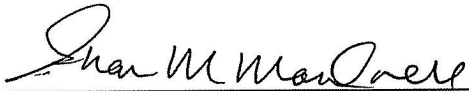
at a time and place which will reasonably allow affected teachers and Association representative to be in attendance.

5. If a seniority tie is created by an employee's non-accrual of seniority, such employee will be considered the lowest senior person among those with whom the employee is tied.
6. Beginning July 1, 1994, any W.B.E.A. member on a leave of absence or who becomes a Woodhaven-Brownstown School district administrator shall have their seniority retained and frozen while they hold an administrative position in Woodhaven-Brownstown.

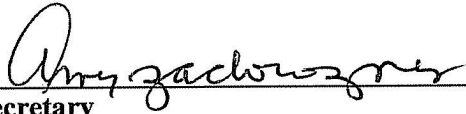
Duration of Agreement

This agreement shall be effective as of September 1, 2012, and will extend to August 31, 2013.

**Woodhaven-Brownstown School District
Board of Education**

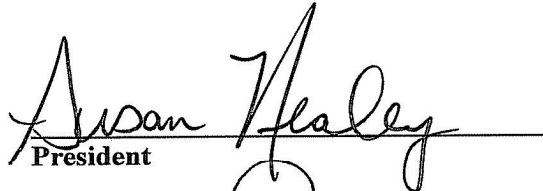


President

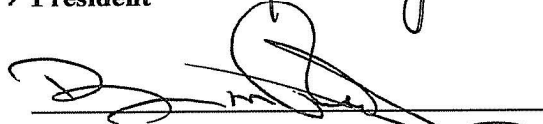


Secretary

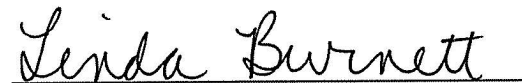
**Woodhaven-Brownstown
Education Association**

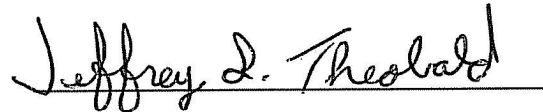


President









Date: June 18, 2012

SCHEDULE A
Academic Salary Schedule

Section A— 2012 - 13 Salary Schedule

- 2012-13** Step Freeze;
 \$500 on schedule for steps 0 – 9;
 \$805 on schedule for step 10;
 Beginning with the December amended budget, through the final audited budget for 2012-13, in regards to the projected June 30, 2013 fund balance:
- If at or above \$1.92 million, then \$120,000 shall be refunded, off-schedule, equally to all employees;
 - If at or above \$2.245 million, then \$245,000 shall be refunded, off-schedule, equally to all employees;
 - If at or above \$2.75 million. Then there will be a wage reopener.

2012-2013 SALARY SCHEDULE

STEP	BA	BA+18	BA+30 MA	MA+15	MA+30/ED Spec/2nd MA	DOCTORATE
0	\$38,130	\$40,669	\$43,209	\$44,894	\$47,216	\$47,992
1	\$38,686	\$41,262	\$43,840	\$45,550	\$47,907	\$48,694
2	\$41,594	\$44,512	\$47,424	\$49,130	\$51,406	\$52,195
3	\$44,501	\$47,759	\$51,025	\$52,712	\$54,903	\$55,692
4	\$47,413	\$51,060	\$54,616	\$56,284	\$58,397	\$59,185
5	\$50,317	\$54,254	\$58,214	\$59,861	\$61,894	\$62,682
6	\$53,230	\$57,556	\$61,804	\$63,447	\$65,389	\$66,176
7	\$56,131	\$60,756	\$65,402	\$67,025	\$68,884	\$69,672
8	\$59,042	\$64,007	\$68,996	\$70,602	\$72,380	\$73,169
9	\$61,948	\$67,259	\$72,592	\$74,182	\$75,877	\$76,665
10	\$66,448	\$72,226	\$78,000	\$79,619	\$81,240	\$82,043

Section B— Half Steps Salary Schedule

- A. Any WBEA member hired after January 1st will be placed on the half step salary schedule. Any WBEA member whose employment starts between the end of a school year and December 31st will be placed on the full step schedule.
- B. Any WBEA Member who takes an unpaid leave that is greater than 92 days in one school year will be moved up one half step on the salary schedule.
- C. WBEA members employed during the 2003-04 school year who were hired on a pro-rated salary schedule will be placed on the appropriate salary schedule under the terms described above for the 2003-04 school year.

2012-2013 HALF STEP SALARY SCHEDULE

STEP	BA	BA+18	BA+30 MA	MA+15	MA+30/ED Spec/2nd MA	DOCTORATE
.0A	\$36,698	\$39,067	\$41,443	\$43,130	\$45,492	\$46,267
0.5	\$37,233	\$39,637	\$42,048	\$43,760	\$46,157	\$46,944
1.5	\$40,141	\$42,889	\$45,623	\$47,340	\$49,658	\$50,446
2.5	\$43,044	\$46,109	\$49,228	\$50,926	\$53,155	\$53,945
3.5	\$45,961	\$49,463	\$52,818	\$54,496	\$56,648	\$57,437
4.5	\$48,861	\$52,603	\$56,419	\$58,068	\$60,147	\$60,935
5.5	\$51,779	\$55,956	\$60,004	\$61,659	\$63,641	\$64,428
6.5	\$54,676	\$59,131	\$63,605	\$65,237	\$67,136	\$67,923
7.5	\$57,589	\$62,380	\$67,199	\$68,812	\$70,631	\$71,420
8.5	\$60,494	\$65,633	\$70,793	\$72,392	\$74,129	\$74,918
9.5	\$63,400	\$68,886	\$74,389	\$75,972	\$77,626	\$78,414

Section C—Additional Salary Allowance

Additional salary allowance shall be granted to all certified personnel for semester hours earned beyond their provisional certification as specified in the following pay classifications:

1. BA+18 semester hours
2. BA+30 semester hours
3. MA
4. MA+15 semester hours
5. MA+30 semester hours
6. Second MA
7. Education Specialist
8. Doctorate

Semester hours earned shall be in either a course relevant and meaningful to the teacher's area of instruction or a planned course of study beyond the bachelor's or master's degrees, contributing specifically to professional improvement in the field of education as determined by the degree granting institution.

Evidence for additional salary allowance shall be submitted to the personnel office in the form of official transcripts from the degree granting institution along with a letter from same indicating that hours earned are part of a planned course of study, if applicable. Official documents must be received by October 15th or March 1st of the current school semester for payment on the appropriate pay classification schedule for that semester.

Section D—Doctoral Allowance

In the event an individual attains a doctorate, the employee will be compensated. The doctorate step will be added to the 1996-97 Schedule A to begin at \$650 beyond the MA+30 scale. In no way will additional hours beyond the education specialist degree be considered an equivalent for the doctorate.

Section E—Experience Increments and Degree Changes

The Employer guarantees payment of the experience increments and compensation for degree changes and additional hours of course work commencing at the beginning of each school year for the duration of the contract.

SCHEDULE B ***Extracurricular Activities***

- A. No tenure applies in any of the following positions. Performance evaluations of bargaining unit members relative to Schedule B positions shall not affect a teacher's evaluation pursuant to Article 15 of this agreement.
- B. The Board does not have to fill any of the positions if it so desires except for the positions of the elementary and middle school unit leader, teacher as substitute, elementary splits, and secondary splits, and mentors. The Board retains the authority however not to fill any of the foregoing positions if such occurs as a result of change in the law or structural change in the curriculum delivery system.

Vacancies will be filled from within the bargaining unit provided that the individuals meet reasonable qualifications. In the event that no qualified individual of the bargaining unit applies for these positions, then they may be filled at the discretion of the Board. Bargaining unit members who resign their teaching position in the district will also relinquish all Schedule B positions.
- C. Stipends indicated below are the maximum paid of any one position except where indicated. Co-sponsoring is optional and stipend will then be divided unless otherwise indicated.
- D. In the event that all or any part of Schedule B activities may not be implemented due to a Board declared austerity period, individuals may petition the Board to carry on activities on a voluntary basis without compensation from the Woodhaven-Brownstown School District.
- E. Subsequent to the 1986-87 school year, extra pay positions shall be posted and filled when vacant. Beginning September 1996, postings may require specific building assignments. Vacancies shall result from voluntary relinquishment of the position, disqualification by the M.H.S.A.A. or other governing board, or involuntary removal from the position by the Board. Involuntary removal will result only for reasons that are not arbitrary or capricious, such as misconduct and/or unsatisfactory performance as shown pursuant to the Schedule B performance evaluation process and shall be based on just cause. Involuntary removal from a Schedule B position may be processed pursuant to the grievance procedure.
- F. Beginning with the 1996-97 school year, all new Schedule B employees will serve a one (1) year probationary period, unless waived by supervisor. At the end of this probationary period, all employees will be evaluated by their supervisor as to the status of continued employment.

G. Evaluation Procedures:

Following satisfactory completion of the probationary period, the following shall apply:

Step 1: The supervisor meets with member before the season and explains the expectations in writing. This may be individual or group, if appropriate.

Step 2: A folder is maintained by the appropriate Schedule B administrator (athletic director, building principal, personnel manager). The Association member places in this folder any items he/she feel support his/her performance (i.e., student participation, student or advisor awards, news articles, etc.). The supervisor may also add items to the folder (i.e., parent compliments or complaints), if signed. Any items in the folder must be acknowledged by the Association member.

Step 3: The supervisor meets with the member after the season, reviews the portfolio, and determines whether the member's performance is satisfactory or unsatisfactory. If unsatisfactory, the supervisor must indicate why in writing and what can be done during the next season to become satisfactory. The supervisor must design a written improvement strategy which contains at least administrative directives, administrative assistance, and timelines to accomplish a satisfactory rating.

Step 4: If the member's performance does not improve to a satisfactory level during or by the conclusion of the season for which the written improvement strategy is in place, the member may be involuntarily removed from the position.

- H. All teacher applicants will be notified of extracurricular assignment for the ensuing school year no later than the last day of school.
- I. A leave of absence, without pay, from a Schedule B position will, upon proper application made prior to the commencement of the season and approval of the Board, be granted for a period not to exceed one (1) year to teachers who have seven (7) or more years of continuous service in the Schedule B position from which the leave is being requested and whose most recent Schedule B evaluation was satisfactory.
- J. Beginning in the 1995-96 school year, any percentage increase applied to Schedule A will be applied to Schedule B. For the 2003-04 school year, the increase for Schedule B will be 2%.
- K. Beginning July 1, 2008, payment for Schedule B positions will be made through a third party vendor assigned by the School Board. WBEA members who have Basic have the right to elect no more than five (5) years of payment through the district payroll system during their employment with the district. WBEA members who have MIP have the right to elect no more than three (3) years of payment through the district payroll system during their employment with the district. The years will be selected by the WBEA member.

SCHEDULE C

SPECIAL PROJECTS TEACHER GUIDELINES

It is agreed that Special Projects teaching positions will be posted that will conform to the "Special Projects Teaching Guidelines" developed jointly by the Administration and Association in August 1999. Teachers who volunteer for these positions will give up their rights under Article 10 Sections G and H for any sick days applied to this program.

The WBEA and the Woodhaven Board of Education have agreed to the following guidelines:

1. The special project must be of a professional nature, examples: tutoring, student supervision, curriculum development.
2. The special project must not replace a paid position.
3. The hours worked must be logged by the teacher, signed by the building principal, and turned in to the assistant superintendent monthly. All recorded activities will be rounded up to the half hour.
4. Maximum paid hours during a teacher's tenure with the district are determined by:

(Accrued sick days with a maximum of 90) (% of BA step 1 daily rate per Article 10, Section G or H)

Schedule C rate (1/6 of the BA step 1 daily rate) (N)

N=1 if rate is 50% of BA step 1 daily rate

N=1.5 if rate is 75% of BA step 1 daily rate

N=2 if rate is 100% of BA step 1 daily rate

5. Any hours/days paid in connection with this program will result in a corresponding reduction in the teacher's sick leave accumulation under Article 10, Section A of the professional agreement between the Woodhaven-Brownstown School District and the Woodhaven-Brownstown Education Association. Any hours/days applied to this program may not be used as a sick day nor compensated for under Article 10, Sections G or H.
6. A teacher may resign this position at any time. The teacher will be compensated for the work done under the program.
7. A teacher who exceeds 13 absences (not school business) automatically resigns the Schedule C position.
8. Final accounting and pay for the special projects position will occur after the last student day each year, but before July 1st.
9. Any dispute involving this position must be resolved through the grievance procedure.

SCHEDULE D

In order to accommodate rapidly changing needs for curriculum development and technological implementation, the Board and Association agree that the Board may design and post positions for work assignments beyond the teacher's normal work day that are created for a specified time period, such as a semester or a year. The Board does not have to fill any of the positions if it so desires. These positions shall not replace or conflict with any current Schedule B positions. These positions will be compensated at an hourly rate as follows; \$30 per hour with a minimum of 5 hours per project. Schedule D positions will be posted specifying the hours and

hourly rate. The person awarded these positions shall be expected to turn in timesheets.

It is agreed that these assignments:

1. are voluntary
2. will be posted

MEMORANDUM OF UNDERSTANDING ***Reassignment of Patrick Henry Middle School Teachers***

In accordance with Article 9, Section K, teachers assigned to the staff of Patrick Henry Middle School during the 1989-90 school year shall in addition receive top priority for reassignment back to Patrick Henry in the event the building is reopened at a later date as a middle school. Once the provisions of this letter are satisfied then Article 9, Section D shall be followed.

MEMORANDUM OF UNDERSTANDING ***Schedule B***

The following Schedule B language will go into effect in the 2004-2005 school year if sufficient funds are available.

MHSAA Sports: All Michigan High School Athletic Association sponsored sports will fall into one of three categories based on the projected minimum time required to coach each sport. Time projections will be established using MHSAA event guidelines and the district's athletic director's recommendation for number and length of practices.

Beginning in the 2004-2005 school year, the Schedule B MHSAA sponsored sports' stipend will be based on a percentage formula of the current BA step 1 (see Athletic Schedule B Salaries). Association members currently holding a position whose 2003-2004 stipend is higher than the newly calculated stipend will be grandfathered at the 2003-2004 stipend. When the calculated formula exceeds the 2003-2004 stipend, the member will receive the newly calculated formula.

Non-MHSAA Activities/Clubs: Beginning in the 2004-2005 school year, association members hired to fill a Schedule B non-MHSAA activity position will be paid on a percentage formula of BA step 1 (see Non-Athletic Schedule B salaries). Association members currently holding a position whose 2003-2004 stipend is higher than the newly calculated stipend will be grandfathered at the 2003-2004 stipend. When the calculated formula exceeds the 2003-2004 stipend, the member will receive the newly calculated formula.

A member requesting to establish a new non-MHSAA activity may present a written proposal to the administration for approval. The categorical placement and the stipend will be negotiated between the Association and the administration.

MEMORANDUM OF UNDERSTANDING ***Video Surveillance Camera Use***

The video surveillance cameras help provide a safe, secure environment for the community, staff, and students. The video images are not to be used to monitor or

evaluate the performance of staff. Video recordings may be used to provide visual evidence of wrong-doing; however, it is understood and agreed that the video recording is only one piece of evidence in the investigation of an incident.

The staff member and the Association shall be notified in writing in advance of the release of a video recording that includes a staff member in the event that an outside third party makes a request for such a video recording. In such case, the association shall be given the opportunity to review such a video recording prior to the release of the video under applicable laws and statutes.

MEMORANDUM OF UNDERSTANDING
Emergency Manager

This entire agreement or specific provisions of the agreement may be rejected, modified or terminated by an emergency manager under conditions provided in the Local Government and School District Accountability Act, 2011 PA. 4.

MEMORANDUM OF UNDERSTANDING
Prohibited Subjects

Provisions within the collective bargaining agreement that have been determined to be prohibited subjects of bargaining, and therefore unenforceable, will no longer apply to those employees covered by the Teacher Tenure Act.

Prohibited subjects under PA 103 of 2011 include the following:

- Teacher Placement
- Layoff and Recall
- Teacher Evaluation
- Discipline and Dismissal
- Observations of Probationary Teachers
- Merit Pay
- Notice to Parents of Ineffective Teachers

Should the law that determined these prohibited subjects be found unconstitutional, or is nullified through the Protect-Our-Jobs ballot initiative, then these provisions shall become immediately enforceable.

Should any new laws that otherwise impacts these prohibited subjects of bargaining be enacted, the contract will be opened to negotiate these issues.

SCHEDULE B SALARIES

SCHEDULE B ACTIVITY	07-13 STIPEND	SCHEDULE B ACTIVITY	07-13 STIPEND
Intramural (Elementary and Secondary) 10-12 week periods—minimum of 36 hours as included in job description	\$383	Department Head (grades 10-12 with or without 1 hour release time)	\$3,583
Varsity Baseball/Softball	\$4,587	Advanced Placement Coordinator	\$1,147
Varsity Basketball	\$4,587	Band—HS and MS (per concert)	\$1,147
Varsity Bowling	\$1,530	Choral Music (per concert)	\$1,147
Varsity Sideline Cheer (per sport)	\$1,322	Club Sponsors	\$1,147
Varsity Competitive Cheer	\$1,530	Curriculum Study Council (per meeting)	\$23.88
Varsity Cross Country	\$3,670	Debate	\$842
Varsity Football	\$4,587	Detention Monitor (per hour)	\$20.26
Varsity Golf	\$2,294	Dual Prep (per semester, per prep)	\$490
Varsity Gymnastics	\$1,529	Freshmen Class Sponsor (2)	\$574
Varsity Hockey	\$4,588	HS Newspaper	\$1,147
Varsity Pompon (per sport)	\$1,322	HS Student Council/Curricular	\$574
Varsity Soccer	\$3,670	HS Student Council/Extracurricular	\$1,147
Varsity Swimming	\$4,587	Junior Class Sponsor (2)	\$1,147
Varsity Tennis	\$3,670	MS Newspaper	\$689
Varsity Track	\$3,901	MS Student Council	\$917
Varsity Volleyball	\$3,670	MS Unit Leader	\$459
Varsity Wrestling	\$4,587	National Honor Society	\$1,376
New Varsity Sports	\$1,529	Quiz Bowl	\$1,376
Assistant Baseball/Softball	\$2,637	School Play (1 play minimum)	\$1,376
Assistant Basketball	\$2,637	Science Olympiad	\$1,376
Assistant Football	\$3,096	Senior Class Sponsor (2)	\$1,147
Assistant Gymnastics	\$1,299	Social Studies Olympiad	\$1,376
Assistant Hockey	\$2,867	Sophomore Class Sponsor (2)	\$574
Assistant Soccer	\$1,950	Sub Principal (plus 10% per diem)	\$459
Assistant Swimming	\$2,867	Teacher as Substitute (per hour)	\$24.49
Assistant Track	\$2,867	Yearbook	\$1,835
Assistant Wrestling	\$2,867	Elem Sub Principal (plus 10% per diem)	\$459
New Assistants	\$1,299	Elementary Art Show	\$597
JV & Freshmen Asst. Football	\$3,096	Elementary Camp	\$574
JV & Freshmen Baseball/Softball	\$2,867	Elementary Choral Music	\$802
JV & Freshmen Basketball	\$3,096	Elementary Safety Patrol/Service Squad	\$574
JV & Freshmen Cheer (per sport)	\$917	Elementary Science Coordinator	\$306
JV & Freshmen Football	\$3,096	Elementary Split Grade	\$2,449
JV & Freshmen Gymnastics	\$1,299	Elementary Student Council	\$459
JV & Freshmen Soccer	\$1,950	Elementary Unit Leader	\$459
JV & Freshmen Swimming	\$2,637	Adult Ed Sub Principal (per hour)	\$22.95
JV & Freshmen Tennis	\$1,950	Adult Ed Teacher/Credit* (per hour)	\$20.26
JV & Freshmen Track	\$2,409	Adult Ed Teacher/Enrichment (per hour)	\$16.82
JV & Freshmen Volleyball	\$2,637	Band Aides	\$383
New JV & Freshmen Sports	\$1,299	District Newsletter	\$459
MS Baseball/Softball	\$2,371	District Science Fair Coordinator	\$583
MS Basketball	\$2,371	Drivers Ed Coordinator	\$1,609
MS Sideline Cheer (per sport)	\$689	Drivers Ed Teacher (per hour)	\$22.95
MS Competitive Cheer	\$1,223	Marching Band Director	\$3,451
MS Cross Country	\$2,371	Marching Band Asst. Director	\$3,096
MS Football	\$2,484	Summer School Sub Principal (per hour)	\$25.00
MS Swimming	\$2,371	Summer School Teacher (per hour)	\$24.00
MS Track	\$2,371	Robotics	\$1,529.00
MS Volleyball	\$2,371	Seat Time Waiver Mentor	\$24.00
MS Wrestling	\$2,371	E2020	\$24.00
MS Assistants	\$1,835		
New MS Sports	\$1,223	*Where adult education credit may be earned	
Athletic Workers (per game)	\$27.52		
Home Athletic Managers (per hour)	\$20.26		
Weight Training	\$574		

ATHLETIC SCHEDULE B SALARIES
Schedule B.1

SPORT	CATEGORY	
Varsity Coaches		<i>Schedule B.1 covers only the positions that coach M.H.S.A.A. sponsored sports. Positions such as pompon and sideline cheer are listed in Schedule B.2.</i> <i>All varsity coaching positions will fall into one of three categories based on the projected minimum time required to coach each sport. It is expected that most coaches will exceed the minimum hourly requirements.</i> Category A--180 hours & above Category B--140-179 hours Category C--139 hours & less
Baseball/Softball	A	
Basketball	A	
Cheerleading (Competitive)	B	
Cross Country	C	
Football	A	
Golf	C	
Hockey	A	
Soccer	B	
Swim	B	
Tennis (Boys)	B	
Tennis (Girls)	C	
Track	B	
Volleyball	A	
Wrestling	A	
Assistant Varsity Coaches		<p align="center"><u>Varsity Salaries</u></p> Category A--Base pay 12% of BA step 1 Category B--Base pay 10.5% of BA step 1 Category C--Base pay 9% of BA step 1 <p align="center"><u>Varsity Assistants, Head Junior Varsity & Freshmen Coaches Salaries</u></p> Category A--Base pay 8% of BA step 1 Category B--Base pay 6.5% of BA step 1 Category C--Base pay 5% of BA step 1 <p align="center"><u>Junior Varsity & Freshmen Assistant Coaches Salaries</u></p> Category A--Base pay 7% of BA step 1 Category B--Base pay 5.5% of BA step 1 Category C--Base pay 4% of BA step 1 <p align="center"><u>Middle School Coaches Salaries</u></p> Head Coach--Base pay 6.5% of BA step 1 Assistants--Base pay 5.5% of BA step 1
Baseball/Softball	A	
Basketball (Boys)	A	
Football	A	
Soccer	B	
Swim	B	
Track	B	
Wrestling	A	
Junior Varsity & Freshmen Head Coaches		
Baseball/Softball	A	
Basketball	A	
Football	A	
Soccer	B	
Swim	A	
Tennis	C	
Track	B	
Volleyball	A	
Junior Varsity & Freshmen Assistant Coaches		
Baseball/Softball	B	
Basketball	A	
Football	A	
Soccer	B	
Swim	B	
Tennis (Boys)	B	
Tennis (Girls)	C	
Track	B	
Volleyball	A	
Middle School Coaches		
Head Coaches (All sports)	6.5% BA	
Assistants (All sports)	5.5% BA	

NON-ATHLETIC SCHEDULE B SALARIES
SCHEDULE B.2
Percentages based on BA Step 1

ACTIVITY	PERCENTAGE	ACTIVITY	PERCENTAGE
Adult Education		Elementary School	
Substitute Principal (per 60 minutes)	0.08%	Choral Music/Gym Program (per event)	2%
Teacher (credit) (per 60 minutes)	0.065%	Safety Patrol	1.55%
Teacher (enrichment) (per 60 minutes)	0.045%	Science Fair	0.8%
Advanced Placement Coordinator	3%	Split Classes	6.5%
Athletic Department		Student Council	1.3%
Athletic Workers (per game)	0.075%	Unit Leaders	1.3%
Cheerleading JV/9th grade	2.5%	High School	
Cheerleading Middle School	2%	Band (per event)	3%
Cheerleading Varsity (sideline)	3.5%	Choral Music (per event)	3%
Home Events Manager (per 60 minutes)	0.065%	Newspaper (curricular)	3%
Pompon Sponsor	3.5%	Student Council (curricular)	1.5%
Weight Training	1.5%	Student Council (extra-curricular)	3%
Class Sponsors		Yearbook (curricular)	3%
Freshmen Class (2)	1.5%	Marching Band	
Sophomore Class (2)	2%	Band Director	12.5%
Junior Class (2)	4%	Band Assistant Director	8%
Senior Class (2)	4%	Band Assistants	1%
Club Sponsors		Middle School	
Debate Club	3%	Art Show (per event)	1.5%
National Honor Society	3.5%	Band (per event)	3%
Quiz Bowl	3.5%	Choral Music (per event)	3%
Science Olympiad	3.5%	Newspaper (curricular)	1.5%
Social Studies Olympiad	3.5%	Science Fair	0.8%
Curriculum Study Council (per meeting)	0.065%	Student Council	2.5%
Department Head with/without release time (10-12)		Unit Leaders	1.3%
	9.25%	Yearbook	3%
Detention Monitor (per 60 minutes)	0.065%	School Play (per play w/approval)	3.75%
Dual Prep (per semester/per prep)	1.3%	Substitute Principal	1.30% plus 10% per diem
District Science Fair Coordinator	1.55%	Summer School	
Elementary School		Substitute Principal (per 60 minutes)	0.08%
Art Show (per event)	1.5%	Teacher (per 60 minutes)	0.065%
Camp (per night)	0.4%	Teacher as Substitute (per 60 minutes)	0.065%

APPENDIX A
Teachers' Section 125 Cafeteria Menu

Medical	Medical	Dental	Vision	Term Life	Disability Income	Medical Expense Reimbursement	HRA	HSA	Dependent Care Assistance
<p>MESSA CHOICES II PPO Plan</p> <p>(full family)</p> <p>Individual benefits per MESSA plan</p> <p>2012-13</p> <p>In-Network Deductible: \$500/\$1,000</p> <p>Co-Pay \$20 office \$25 UC \$50 ER</p> <p>Prescription - Saver Rx</p>	<p>MESSA ABC PLAN I High Deductible Plan</p> <p>(full family)</p> <p>Individual benefits per MESSA plan</p> <p>2012-13</p> <p>In-Network Deductible: \$1250/\$2,500</p> <p>Prescription - Saver Rx</p>	<p>DELTA DENTAL</p> <p>(full family)</p> <p>Individual benefits per MESSA plan</p> <p>Class I 100% Class II 90% Class III 90% Class IV 90%</p> <p>Annual Max: \$1,000</p> <p>Orthodontics: 90% \$900 lifetime max</p> <p>No adult Orthodontics</p>	<p>VSP 3</p> <p>(full family)</p> <p>Individual benefits per MESSA plan</p>	<p>Base Benefit Levels - \$35,000</p> <p>Supplemental Life: \$10,000 to 5 times your current salary (see schedule)</p> <p>Dependent Life: Spouse \$5,000 to 50% of the voluntary coverage applied to yourself</p> <p>Child: \$2000 to \$10,000 (see schedule)</p>	<p>Teachers hired before July 1, 2006:</p> <p>10 Sick leave days per year</p> <p>Teacher sick bank : Eligible after 30 work days – WBEA approved</p> <p>LTD insurance: • Voluntary • Employee Paid</p> <p>Teachers hired after July 1, 2006</p> <p>10 sick leave days per year</p> <p>Not eligible for sick bank</p> <p>LTD Insurance: • Board Paid • Eligible after 90 days of disability • 70% cap of salary • Maximum \$5,000 monthly amount</p>	<p>Pre-tax dollars used for: Deductibles; Co-Pays; Non-covered and other expenses in accordance with IRS regulations</p> <p>Limit \$2,500</p>	<p>Employer contribution with the MESSA CHOICES II medical</p> <p>District contributes monthly amounts under the State Health Care Cap</p>	<p>Employer contribution with the MESSA ABC Plan I medical</p> <p>District contributes monthly amounts under the State Health Care Cap</p> <p>Employee can contribute up to the IRS allowable contribution</p>	<p>Pre-tax dollars used for: Child Care; Adult Care and other expenses in accordance with IRS regulations</p> <p>Limit: \$2,500 - \$5,000</p>

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