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AGREEMENT

between the

WARREN  
CONSOLIDATED SCHOOLS

and the

WARREN  
EDUCATION ASSOCIATION

1978 - 1979

1979 - 1980

x 8/80

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## PREAMBLE

This Agreement entered into this 26th day of September 1978, is by and between the Board of Education of the Warren Consolidated Schools, Warren, Michigan, hereinafter referred to as the "Board" and the Warren Education Association, hereinafter called the "Association" affiliated with the Michigan Education Association and the National Education Association.

## WITNESSETH

Whereas the Board and the Association recognize and declare that providing a quality education for the children of the Warren Consolidated School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teachers, administrators, Board Members and non-instructional employees; and

Whereas the members of the teaching profession are particularly qualified to assist in formulating programs designed to improve education standards; and

Whereas the Board and the Association have a statutory obligation, pursuant to the Public Employment Relations Act, ACT No. 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, terms and conditions of employment for teachers; and

Whereas the parties have reached certain understandings which they desire to confirm in this Agreement;

It is hereby agreed as follows:

## ARTICLE I RECOGNITION

### Section A Bargaining Unit

The Board recognizes the Association as the exclusive bargaining representative for all members of the unit which include: All regularly employed certified teachers under contract; Special Education personnel; Counselors; Co-op Consultants; Nurses; and Consultants but excluding; Administrators, Supervisors, Clerical, day-to-day Substitute teachers, Teacher interns, and other non-instructional employees.

### Section B Definition

Throughout this Agreement, the term "teacher" shall designate all members of the Bargaining Unit.

### Section C Dues Deduction

1. The Board agrees that, upon receipt of a signed authorization for deduction of membership fees and regular dues of the Association from any teachers, the sum of said dues and fees as established by the Association will be deducted from the regular salaries of such teachers and remitted to the Association along with a letter of transmittal.

ARTICLE I RECOGNITION (continued)

Section C Dues Deduction (continued)

2. The Association shall certify to the Payroll Office in writing before September 15 of each year the current rate of its membership dues.
3. Authorization forms must be forwarded to the Payroll Department within thirty (30) days of the opening of school or, in the case of teachers who begin after the 1st day of school, within thirty (30) days of the commencement of work. Deductions will be made in ten (10) consecutive and equal amounts provided that such deductions shall not supersede any legally required deductions nor shall the Board be required to deduct dues if the teacher's pay is not sufficient to cover the dues in any pay period.

Section D Agency Shop

1. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association and execute an authorization for dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the dues and assessments of the Association, which sum shall be forwarded to the Association. In the event that such an authorization is not signed for a period of thirty (30) days following the commencement of employment of the teacher, the Board agrees that upon written request from the Warren Education Association, the services of such teacher shall be discontinued as of the end of the semester. Such teacher or teachers shall be notified of the termination of their services immediately upon the expiration of the thirty (30) day period heretofore mentioned.
2. However, if, at the end of the semester, the teacher or teachers receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teacher's services shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the validity of said discharge, or said teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction.
3. In any case in which a teacher or teachers contest a discharge under the provisions of the paragraph 1, Section D, Article I, and it is necessary for the Board to defend its position and to engage legal counsel and to incur other expenses in so doing, the Association agrees to pay the expenses so incurred by the Board.

ARTICLE I RECOGNITION (continued)

Section E Indemnification

The Association agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits, or other forms of liability and all court, administrative agency, and legal costs which may arise out of, or by reason of, action taken by the Board for the purpose of complying with Sections C and D of this Article.

ARTICLE II EFFECT OF AGREEMENT

Section A

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment hereto.

Section B

Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section, or clause.

Section C

Any contract between the Board and an individual teacher shall be expressly subject to and consistent with the terms and conditions of this Agreement.

Section D

Any Board Policy in conflict with the terms of this collective bargaining Agreement shall be null and void.

ARTICLE III BOARD RIGHTS

The Association recognizes that the Board retains all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and of the United States, including the right to manage the school system, establish curriculum content, hire, promote, transfer, assign, discharge or retain teachers in positions within the system, and to determine the personnel to operate the system, providing, however, that 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 by the terms of the Agreement and the applicable laws of the State of Michigan or of the United States.

#### ARTICLE IV DEFINITION OF RESPONSIBILITIES AND RIGHTS

The parties to this Agreement acknowledge their responsibilities as set forth herein and recognize the inter-relationships and interaction of each upon the other.

##### Section A

1. The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the laws or the Constitution of the State of Michigan and the United States and that it will not discriminate against any teacher because of membership in the Association or collective negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.
2. The Board agrees that its Rules and Regulations governing employee conduct will be reasonable and that enforcement of discipline will be fair and for just cause. The Board and the Association agree that equitable and non-discriminatory treatment shall be afforded all teachers in accordance with the Agreement.
3. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association shall have the right to use the District mail services and teacher mail boxes for communications to teachers.
4. Each teacher shall have the right, upon request, to review the contents of his own personnel file and building files, excluding confidential information received prior to employment. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
5. Duly authorized representatives of the Association and their respective affiliates shall have the right, upon notifying the building office, to transact official Association business on school property at all reasonable times provided that this shall not interfere with nor interrupt normal school operations. The Association may have the use of the school buildings after school hours, providing proper application is made according to the schedule of charges approved by the Board. And further provided, no Association views on matters relating to supervisor-teacher or Board-Association relationships or other school employee groups will be discussed in the presence of students.
6. Requests for classroom visitations by non-professionals shall be scheduled through the building principal. The building principal shall confer with the teacher prior to the scheduling of the request.

ARTICLE IV DEFINITION OF RESPONSIBILITIES AND RIGHTS (continued)

Section A - continued

7. Association use of school business equipment will be permitted provided:
  - a. The request is made prior to use.
  - b. The use is strictly to service the legitimate business of the Association, such as the duplication of records, notices, correspondence, etc.
  - c. The purpose is for internal business use of the Association.
  - d. Supplies, in connection with such equipment use, will be furnished or paid for by the Association.
8. Disciplinary interviews and reprimands will be conducted in private. An affected teacher will have the right, however, in all such instances to request the presence of an Association Committee Representative at said interview and, when such a request is made, the interview will not proceed until the representative is in attendance.

Section B

The Association agrees that:

1. Teacher appearance is to be in keeping with standards that do not adversely affect the educational process, and which should set a proper example for students.
2. Teachers in fulfilling their obligations to students, fellow professionals and the District should strive to act in a moral, ethical and professional manner in their dealings with people. The Board of Education and administration will do likewise in fulfilling their obligations to the community, students and teachers.
3. Teachers will be held accountable for conduct consistent with the terms of this Agreement, and the Board of Education Policy. The Board shall be responsible for seeing that the teacher's full rights of citizenship and the exercise thereof shall not be grounds for disciplinary action or discrimination against him, and that its policies are reasonable and lawful.
4. Teachers shall present a physician's current statement or a copy of a recent Michigan Health Department Report declaring that his lungs are free from tuberculosis to the Personnel Department on or before his first working day and once during each third school year thereafter.
5. Teachers shall have all final exams for grades 9 through 12 corrected and records completed by the end of the day of the last scheduled work day.

## ARTICLE IV DEFINITION OF RESPONSIBILITIES AND RIGHTS (continued)

### Section C

The Board and the Association agree that:

1. There shall be no discrimination against any employee or applicant for employment by reason of race, creed, color, age, sex, marital status or national origin. In addition, the parties agree that there will be no discrimination against any parent or student by reason of physical, mental, economic, social condition or the above mentioned reasons; and that the provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious, or discriminatory.
2. Membership in the Association shall be open to all teachers regardless of race, color, creed, sex, marital status, or national origin.
3. Teachers may terminate their services with the Board only by mutual consent unless written notice is received by the Board at least sixty (60) days before September 1.

The Board will employ contracted teachers for vacant positions as soon as practicable. Further, a contracted teacher will be employed as soon as practicable for a position held by a teacher who is absent where the absence is anticipated to last longer than forty-five (45) calendar days and where the absence period is anticipated to continue through the end of the current school year and where an applicant is available.

Adequate medical information regarding the absentee shall be required prior to implementing employment in the latter case.

## ARTICLE V OBLIGATION TO MEET AND CONFER AND OTHER PROCEDURES

### Section A

Upon written notice served on either party by the other on or before the 15th day of any month, representatives of the Board and the Association's bargaining team will meet on the last school day of that month for the purpose of reviewing problems which may arise in the working relationship between the parties. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss. The obligation to meet and confer arises only when either party requests a meeting.

### Section B

All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.

### Section C

The parties agree to furnish each other such information as is reasonably accessible for the intelligent development of proposals on behalf of teachers or for the processing of any grievance or complaint or for contract negotiations.

## ARTICLE V OBLIGATION TO MEET AND CONFER AND OTHER PROCEDURES

### Section D

By the Friday immediately prior to the meeting, the Superintendent will make available to the Association his proposed agenda to be considered at each public meeting of the Board of Education along with whatever reports, addenda and other information which is available at the time, and in addition, the Association shall receive the Official Board Minutes. Only matters which by their nature must be confidential shall be withheld. This shall normally be restricted to decisions regarding the acquisition of sites or individual employees. In addition, the Administration will make every effort to keep the Association informed by using the monthly meetings to discuss anticipated revision of educational, construction or fiscal problems.

## ARTICLE VI GRIEVANCE PROCEDURE

### Section A Definition

Any claim by the Association or a teacher that there has been a violation, misinterpretation or misapplication of the terms of the Agreement or violation of any established policy or practice affecting teacher working conditions shall be a grievance and shall be resolved through the procedures set forth herein.

### Section B Time Limits

All time limits herein shall consist of school days, except that when a grievance is submitted on or after June 1, time limits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. Time limits may be extended only with the written consent of the Administration and the Association. Any grievance must be initiated within twenty (20) days from the date of the incident which gave rise to the grievance.

### Section C Grievance Representation

Upon selection and certification by the Association, the Board shall recognize a grievance representative in each building and an Association grievance committee of eight (8) members and the Executive Secretary.

The Board acknowledges the right of the Association's Executive Secretary and/or the Board's representative to participate in the processing of a grievance at any level.

### Section D Procedure

Informal Step 1. The parties acknowledge that it is most desirable for an employee and his supervisor to resolve problems through free and informal communications. When requested by either party, the building representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the supervisor and the teacher, than a grievance may be processed as follows:

ARTICLE VI GRIEVANCE PROCEDURE (continued)

Section D Procedure (continued)

Step 2. If the complaint is not resolved in the initial meeting, the employee must present the grievance in writing, within five (5) days, to the principal. A meeting will be held within ten (10) days of its submission. The Association's representative, the Board's representative, the principal and grievant shall be present for the meeting. The building principal must provide the grievant with a written answer on the grievance within two (2) days of the meeting.

Step 3. If the grievance is not satisfactorily resolved in Step 2., it must be submitted to the Board's representative within fifteen (15) days of the Step 2., answer. A meeting will be held within ten (10) days of its submission. Each party shall have the right to include in its representation appropriate witnesses and needed counselors to develop facts pertinent to the grievance.

Upon conclusion of the hearing, the Board will have four (4) days in which to provide its decision in writing to the Association.

Step 4. Arbitration. If either party is not satisfied with the disposition of the grievance at Step 3., or the Step 3., time limits expire without action, then the grievance may be submitted to final and binding arbitration. If the parties are unable to agree on an arbitrator within ten (10) days of the notice of intent to arbitrate, then the dispute shall be processed under the rules of the American Arbitration Association which shall act as administrator of the proceedings. If neither party files a demand for arbitration within thirty (30) days of the date for the Board's Step 3., reply, then the grievance shall be deemed withdrawn.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. However, it is mutually agreed that the arbitrator is empowered to include in his award such financial reimbursements as he judges to be proper based on evidence presented thereon at the hearing. Each party shall bear the full costs for its side of the arbitration, and will pay one-half ( $\frac{1}{2}$ ) of the costs for the arbitrator.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within forty-five (45) days from the date of closing of the hearing, or the filing of final briefs, whichever is later.

Section E

Provided both parties agree, Step 1., and/or Step 2., and/or Step 3., of the grievance procedure may be bypassed and the grievance brought directly to the next Step.

## ARTICLE VI GRIEVANCE PROCEDURE (continued)

### Section F

For the duration of this Agreement, the Association will not engage in, authorize, encourage, either directly or indirectly, any concerted interruption of educational activities due to a cessation, withdrawal or withholding of services in any manner or form, either in whole or in part by members of the bargaining unit for any reason, and no officer or representative of the Association or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage, or prolong any such prohibited activity.

## ARTICLE VII DISCHARGE AND DEMOTION

Discharge and demotion shall be for just cause and preceded by:

1. The faithful execution of the evaluation procedure and the honoring of all teachers' rights included in this Agreement and applicable statutes.
2. The forwarding of a written explanation for the action to the teacher and the Association.
3. A complete review of the teacher's personnel file with the teacher and his representative; and
4. If requested by the teacher, a hearing before the Board of Education.
5. A possible hearing before the Board of Education for non-probationary nurses.

In the event of serious misconduct which jeopardizes the safety, morale or educational functions of the school or school system an employee may be suspended immediately with pay pending a full investigation and implementation of this Article.

## ARTICLE VIII EVALUATION PROCEDURE

### Section A

The ultimate purpose of an effective program of teacher growth is to assure good teachers for children. In order to accomplish this purpose, the evaluation procedure should:

1. Provide self-improvement programs among the teaching staff.
2. Provide a continuous record of performance evaluation.
3. Provide sound data for decisions resulting in a change of status for an individual teacher.

ARTICLE VIII EVALUATION PROCEDURE (continued)

Section B

The building supervisor and/or his assistant is responsible for written evaluations entailing all areas enumerated in the agreed to evaluation instrument of all professional employees assigned to his building. The agreed to instrument shall be the instrument used to evaluate these employees during the 1970-71 school year.

The principal and/or his assistant shall:

1. Orient all teachers with the evaluative procedures and instruments during the first five (5) weeks of their assignment to his building, and advise the employee as to which personnel shall observe and evaluate his performance.
2. Compile and make teachers aware of observations made from time to time prior to the formal evaluations.
3. Formally evaluate probationary teachers at least once each semester. The required evaluations shall be at least thirty (30) days apart.
4. Precede each formal evaluation by at least one (1) classroom observation of at least thirty (30) consecutive minutes or two (2) classroom visitations of at least twenty (20) consecutive minutes. Such observation or visitations shall be with advance notice. Each visitation conference should be held within five (5) working days after the classroom visitation. The formal evaluation conference must be held within fifteen (15) working days after the last classroom visitation.
5. Confer with teachers and discuss with them each item which is to be included in their respective personnel files.
6. Provide each teacher with a mutually signed copy of the formal evaluation report(s). The teacher may submit written statements which will be attached to the file copy of the evaluation in question. Any teacher who is not satisfied with his evaluation has recourse through the grievance procedure.
7. Set forth in specific terms where a teacher is lacking, if such is the case, as well as an identification of the specific ways in which the teacher is to improve. Furthermore, provide definite, positive assistance to rectify any professional difficulties noted.
8. Conduct all monitoring or observation of the work performance of a teacher openly and with his knowledge. Audio visual devices shall be used only with the teacher's consent.

ARTICLE VIII EVALUATION PROCEDURE (continued)

Section B - continued

9. Tenure teachers shall be evaluated in three (3) year cycles. The evaluation cycle may be broken if:

- a. The teacher requests evaluation.
- b. The teacher changes buildings.

A principal may evaluate a teacher out of cycle, but must state in writing the specific concerns observed to cause formal evaluation. (Teacher requests for evaluation will be honored).

10. Destroy anecdotal reports not referred to in the formal evaluation at the end of the evaluation period.

Section C

Special Education and Special Service personnel assigned and serving only one building shall be evaluated by the building principal.

If the Special Education or Special Service personnel are assigned and serve two (2) or more buildings, then the immediate supervisor or a principal to whom the teacher is assigned shall be the evaluator. The evaluator may utilize, or upon the teacher's request must utilize, evaluative observations based upon direct visitation from immediate supervisors or principals in preparing the final evaluation.

The evaluator for the first evaluation will continue in that capacity for the remainder of the year.

Section D

The procedures set forth above shall be fully applicable to those teachers working in assignments set forth in Schedule C., except that item 4., of Section B, above may be adjusted to accommodate the exigencies of the activity. All Schedule B, D, and E, personnel will be evaluated a minimum of once each year. Seasonal activities are to be evaluated at the end of the involved season.

Section E

Teachers shall be apprised of the criteria upon which they will be evaluated. No criterion shall be used which is not applicable to the position being evaluated.

Section F

All newly employed nursing personnel will serve a two (2) year probationary period.

## ARTICLE VIII EVALUATION PROCEDURE (continued)

### Section G

Nurses shall be evaluated by the Supervisor of Nurses on an annual basis, prior to the end of each school year. The Coordinator of Nursing Services shall participate in the evaluation process, in addition to her responsibility for the coordination of all nursing.

## ARTICLE IX RETIREMENT

Employees are required to retire at 70 years of age; however, an employee may be granted an exception to the 70 age requirement on a year to year basis subject to the following:

1. Provide the Board with a complete physical examination at his own expense.
2. Approval for each additional year will be made by the Superintendent and not be subject to grievance.

## ARTICLE X METHOD OF ASSIGNMENT AND TRANSFER

### Section A Assignment

Definition: Assignment means the initial placement of a teacher upon hire in a specific building or in a traveling central service group or in a special education group. Subsequent placement shall be made only through the execution of the transfer provisions of this Agreement.

### Section B Class Schedules

1. Individual teacher schedules within buildings will be made by the building principal after consultation with Department Chairman; in the absence of Department Chairman, a representative of the teachers will be elected from the department.
2. Schedules of traveling teachers, central service, and special education personnel to buildings will be made by the subject area administrator:
  - a. These schedules will be developed after consultation with representatives of each group.
  - b. Teachers within each group may indicate in writing their individual preferences as to schedules. If the preference cannot be accommodated, the teacher may request a written statement of the reason.
  - c. The subject area administrator will inform traveling teachers of tentative schedules for the following year prior to June 30th.

ARTICLE X METHOD OF ASSIGNMENT AND TRANSFER (continued)

Section B Class Schedules - continued

- d. The subject area administrator will consult with a liaison person from the group if changes in schedules are necessary.
  - e. The subject area administrator for the nurses is the Supervisor of Nurses, who is responsible for the school nurse program.
3. If practicable, each non-tenure teacher will retain the same class schedule.
  4. Building administrators will provide teachers with written notice of tentative class schedules for the following year prior to June 30th.

Section C Transfer

Definition: Transfer means the placement of a teacher after his assignment. No transfer shall be made inconsistent with a teacher's academic preparation or subject area competency. Further, any teacher transferred into a high school must meet the requirements of North Central accreditation standards for the position.

Transfers for a succeeding year shall first be made pursuant to the posting procedure under Section C, 3., a., of this Article. Following the completion of such procedure, placements of teachers to vacant positions for a succeeding school year shall be made in descending order of seniority.

1. To be eligible to request transfer, a teacher must be eligible for tenure status in the beginning of the coming school year.
2. In the event a receiving building principal does not wish to accept an applicant for transfer, he will provide his reasons in writing if requested to do so.
3. Postings:
  - a. Transfer to openings posted prior to the end of the school year.

All openings for the succeeding school year shall be posted, except for those openings which occur after the Monday of the last week of school. No transfer request for a specific opening will be considered until after such opening has been posted for a period of ten (10) school days. To be considered, a transfer must refer to a specific opening.

ARTICLE X METHOD OF ASSIGNMENT AND TRANSFER (continued)

Section C Transfer - continued

3. Postings: - continued

- (1) The school administration shall on the first Monday in May and on the last Monday of each school year post currently known openings by job opening and location that will be available in the following school year. Such postings shall also be mailed to all teachers on leave. Teachers actively employed as well as teachers anticipating return from leave in September who desire consideration for any of the posted openings shall have to submit a transfer request by the second Monday following the posting.
- (2) All requests except as provided herein shall remain effective until placements are made, which shall normally be ten (10) calendar days from the close of posting. All requests shall have to be submitted to the Personnel Department on forms supplied by the school administration. Except in emergency cases, transfers will be made only between school years.
- (3) Teachers may apply for no more than two specific openings. However, where a teacher has indicated a preference and has refused such offer of transfer, he shall not be eligible for further consideration for transfer during that posting.
- (4) Bidders with subject area experience (such as K-3, 4-6 in the case of elementary; 7-12 English in the case of secondary) shall be transferred first and shall be transferred on the basis of seniority. When no bidder with subject area experience is placed, then an outside applicant may be hired who has subject area experience.

When no outside applicant with subject area experience is hired, qualified bidders who have not taught the subject area shall be transferred on the basis of seniority.

b. Transfer to openings after the end of the school year:

- (1) Within ten (10) days after the close of the current school year, teachers may request transfer for unspecified openings.

Any bidder making such request must accept the transfer pursuant to the provisions below.

ARTICLE X METHOD OF ASSIGNMENT AND TRANSFER (continued)

Section C Transfer - continued

b. - continued

- (2) A meeting of all teachers who were not placed pursuant to the procedures in 3., a., above will be held on the second Friday in July. Bids will then be taken in seniority order for the known vacancies existing as of the day of the meeting.

Teachers must be present at the meeting to be eligible for the exercise of their bidding opportunity.

- (3) A meeting of all teachers not placed pursuant to the above provisions will be held on the second Friday in August. Bids will be taken in seniority order for the known vacancies as of the day of the meeting.

Teachers must be present at the meeting to be eligible for the exercise of their bidding opportunity.

Teachers who are not placed following the meeting, and administrators who are assigned to the bargaining unit, shall be placed in vacancies, if any, at the discretion of the Board.

4. Nurses:

If changes in assignment are made during the year, the involved parties shall discuss the need for change and ramifications thereof prior to its implementation.

Section D Unrequested Transfer

It is recognized that it may become necessary for teachers to be transferred in the best interests of the District, including, but not limited to, changes in enrollment, etc. However, when such involuntary transfers take place, the teacher who must be transferred will be the teacher with the least seniority. Also, when transfer procedures under Section C above have been exhausted and lay off is imminent, in order to insure that the most senior teachers in the District are retained, the Board shall have the discretion to implement unrequested transfers without regard to seniority. It is the intention of the Board to make every effort to exercise its discretion herein to retain current staff.

In the case of elementary school closings, the regular classroom staffs of the closed and the receiving buildings will be merged. Following the merger, excess staff, if any, will be transferred according to the preceding paragraph. In the case of more than one receiving school, teachers of the closed school may select their receiving school on the basis of seniority. The process of merging staffs will be completed prior to June 1.

ARTICLE X METHOD OF ASSIGNMENT AND TRANSFER (continued)

Section E Extra Curricular Postings

Employees shall be notified of all Schedule B, C, and D openings, excluding curriculum workshops and music programs. Those teachers qualified for the openings and interested may apply for an interview. The five (5) most qualified and the three (3) most senior teachers will be interviewed by the appropriate supervisor listed on the notification.

Section F Seniority

Seniority is defined as an employee's total length of service as an employee of the District in a contractual position. If an employee resigns and subsequently returns to the District, the time not employed shall be subtracted from the length of service. It is mutually understood that the above definition includes administrators.

Commencing with the 1976-77 school year, seniority shall be prorated for part-time teachers for the extent of their work schedule, with no prejudice toward previously accumulated and credited seniority.

The school District shall provide the Association with an updated, District and building seniority list, including tie-breakers, in December and June of each year, commencing June 1, 1977.

Time on leave shall not count in the computation of seniority with the following exceptions:

1. Time on military leave.
2. Time on sick leave and the first six (6) months under Long-Term Disability (LTD) coverage. Thereafter, while on LTD, the teacher's seniority accumulation will be frozen.

Further, if an employee resigns while on leave or at the end of a leave, and subsequently returns to the District the time of the leave shall also be subtracted from the length of service.

Ties in seniority shall be broken as follows:

1. First day worked in the most recent period of employment.
2. Date the most recent individual contract was offered.
3. Total index points at time the tie must be broken.
4. Undergraduate grade point average carried to two decimal places.

## ARTICLE X METHOD OF ASSIGNMENT AND TRANSFER (continued)

### Section C

Qualifications as applied to layoff situations which cannot be solved through execution of the transfer policy are subject to the following condition:

Any teacher who is laid off shall be placed on a preferential-call substitute list until he is recalled from layoff. In order to maintain the seniority relationships in effect at the time of a layoff, a teacher shall continue to accumulate seniority during the layoff period provided he is substituting for the District.

Commencing with the 1977-78 school year this seniority shall be credited at the rate of one (1) day of seniority for one (1) day of substitute work with no prejudice toward previously accumulated and credited seniority. This seniority credit for substitute work shall apply to part-time contract teachers who substitute.

## ARTICLE XI STUDENT DISCIPLINE AND TEACHER PROTECTION

### Section A

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 and that discipline problems are less likely to occur in classes which are proper size. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will initiate action within forty-eight (48) hours to assist the teacher with respect to such pupil(s).

The Board recognizes that the regular education teachers' responsibility for Special Education students is limited to that contained in State and Federal laws, Rules and Regulations. Whenever a Special Education referral is made on a pupil, the referral form will be processed by the principal no later than ten (10) days after receiving the referral form from the teachers.

### Section B

It is recognized that discipline problems are less likely to occur in classes which are properly structured, well taught, where a high level of student interest exists, and where communication is maintained among teachers, parents and supportive staff.

### Section C

A teacher may use such force as is necessary to protect himself from attack or to prevent injury to a student and may administer corporal punishment according to Board Policy.

## ARTICLE XI STUDENT DISCIPLINE AND TEACHER PROTECTION (continued)

### Section D

A teacher may exclude any pupil from his class when 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 furnish the principal with knowledge of the exclusion and, as promptly as possible, full written particulars of the incident.

The affected pupil will be readmitted to the classroom only upon written authorization of the principal, or when requested, by written guidelines from the principal for the future handling of this case. Student discipline will be implemented on the basis of "just cause," "due process," and "The Student Code of Conduct." Repeated instances of gross misbehavior or any verbal or physical attack upon a teacher will be just cause for permanent exclusion from class in the case of the former and from school in the latter.

### Section E

Individual records will be maintained on student discipline and parental contacts both by the teacher and the administrator and will be mutually available as an aid in future determinations.

### Section F

Any case of assault or legal action upon a teacher while acting within the scope of his duties shall be promptly reported to the Board or its designated representative.

The Board shall render all reasonable assistance to the teacher in connection with the incident by law enforcement and judicial authority.

### Section G

Time lost by a teacher in connection with any incident noted in the above sections will be handled as follows:

- A. Time for appearances before a judicial body or legal authority shall result in no loss of wages.
- B. In case of disability, the Board will provide full salary less disability benefits received from Workmen's Compensation for time lost as a result of injury, until such time as the injured teacher has recovered sufficiently to return to work or becomes eligible for long-term disability, whichever occurs first.
- C. If a teacher is adjudged guilty by a court of competent jurisdiction under this Article of the Agreement, the Board will be relieved of any further fiscal liability.

ARTICLE XI STUDENT DISCIPLINE AND TEACHER PROTECTION (continued)

Section H

No formal disciplinary action shall be taken against a teacher on the basis of a complaint by a parent or a student, nor any notice thereof shall be included in the teacher's personnel file unless the matter is first reported to the teacher in writing.

Section I

No teacher shall be required to assume an administrative role in the absence of the administrator.

ARTICLE XII SCHEDULES, HOURS AND ASSIGNMENTS

Section A

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

Section B

The length of the teacher's working day except for school nurses shall be seven (7) hours. Within the above defined length of day, there shall be:

1. Elementary

a. Lunch Period

All kindergarten teachers shall receive a fifty-five (55) minute duty free lunch period.

All elementary teachers including special service teachers assigned to a building on a given day shall receive a forty-five (45) minute duty free lunch period.

Teachers not assigned may have lunch at the location of their choice, not to exceed forty-five (45) minutes.

b. Preparation Time

Kindergarten: One (1) block of at least forty-five (45) minutes per day, weekly total two hundred and twenty-five (225) minutes. In the second year of this Agreement the weekly total will be two hundred and eight-five (285) minutes with the additional sixty (60) minutes divided into two (2) equal blocks of time.

ARTICLE XII SCHEDULES, HOURS AND ASSIGNMENTS (continued)

Section B - continued

b. Preparation Time - continued

Grades RR-6 and special service teachers, weekly minimum of three hundred and thirty (330) minutes, including one (1) block of at least forty-five (45) minutes per day.

One hundred and five (105) minutes of special services will be provided for grades RR-6.

c. Recess

The recess period is part of the instructional day. Classroom teachers may supervise their own students in appropriate activities relative to their group and program.

Recess shall not be longer than fifteen (15) minutes per day and may either be scheduled or unscheduled depending upon the professional judgment of the teacher providing that recess shall not exceed thirty (30) minutes in any one (1) day. The scheduling will be the teacher's responsibility.

d. The teacher and student instruction day shall be:

Kindergarten, two (2) hours 30-35 minutes per session.

Grades RR-6, five (5) hours and fifteen (15) minutes per day.

e. In elementary schools, teachers may be assigned supervisory duties for the entering and exiting of students.

K-6, fifteen (15) minutes per day (Three (3) blocks of 5).

f. The maximum instructional-supervisory time for special services personnel shall be as in the past.

g. Special service teachers will be given one (1) day notice of schedule changes.

2. Secondary

a. Instructional and Supervisory Time

Five and one-half (5½) hours. (Includes five (5) classes, homeroom and hall supervision).

b. Lunch Period

Thirty (30) consecutive minutes, duty free.

c. Preparation

Equal to one (1) class period of fifty-five (55) consecutive minutes.

ARTICLE XII SCHEDULES, HOURS AND ASSIGNMENTS (continued)

Section B - continued

3. Special Education

Supervisory - Instructional, lunch and preparation time shall be as in the past.

4. School Nurses

- a. Nurses shall work a seven and one-half (7½) hour day.
- b. The Supervisor of Nurses establishes the nurses' daily schedules, including starting times, in conjunction with their building principals. Nurses will advise the affected school(s) when there are changes in schedules.
- c. Lunch Period - Forty-five (45) consecutive minutes, duty free, except in cases of emergency where the life or welfare of a child is in danger.
- d. Relief Time - A scheduled fifteen (15) minute relief time in the morning and in the afternoon - total thirty (30) minutes.

Section C

Subject to transportation, time variance, and problems involved therein, the following schedules shall prevail:

	<u>High School</u>	<u>Junior High</u>	<u>Elementary</u>
Teacher Reports:	7:30	8:00	8:20
Teacher Leaves:	2:30	3:00	3:20

Section D

Each teacher shall fulfill these responsibilities but will not be required to assume abnormal obligations of time or service not contemplated by the terms and conditions of this Agreement.

Section E

Temporary vacancies requiring coverage which are created by the school administration and absences about which the administration has received adequate notice, will be covered by substitutes in every case except where none can be obtained and the lack is beyond the control of the administration.

ARTICLE XII SCHEDULES, HOURS AND ASSIGNMENTS (continued)

Section E - continued

Temporary vacancies about which sufficient notice is not given or which may result in lightening the teaching load of other teachers, or where emergency conditions make the scheduling of a substitute impractical shall be covered by reassignment of the available staff. However, schedules will be arranged so that additions to regular assignments will be avoided. A teacher who is assigned to cover a temporary vacancy created by lack of a substitute, including an elementary teacher who loses any portion of his/her preparation time due to a temporary reassignment of a Special Service teacher will be remunerated at the rate specified in Schedule D.

Section F

Any or all classes taught by vocational/technical teacher-coordinators shall be given first priority for scheduling in consecutive sequence.

Section G

The teacher's professional responsibilities shall include the attendance at no more than four (4) after-school activities and ten (10) building faculty meetings a year. The principal shall post the after-school activities and determine the number of teachers needed. Teachers shall sign up on the basis of seniority with the most senior teacher signing first.

In lieu of the above provision, nurses are expected to volunteer to perform certain other related after-school responsibilities emanating from the nature of their job.

The after-school assignments will be those that are not currently paid through either Schedules B, C, D or athletic funds.

Section H

The school calendar shall be set forth as in Schedule G.

ARTICLE XIII CLASS SIZE

Section 1

A minimum District-wide allocation ratio for teaching personnel of 44 teachers per thousand students shall be in effect during the life of this Agreement.

Section 2

The following group ratios shall be in effect:

Elementary Classroom Teachers - 32 teachers per thousand students  
Secondary Classroom Teachers - 39.25 teachers per thousand students  
Elementary Special Services - 2.0 teachers per thousand students  
Secondary Counselors - 2.5 counselors per thousand students  
Special Education Personnel - 2.3 per thousand students  
Librarians - 2 per High School and 1 per Junior High School

## ARTICLE XIII CLASS SIZE (continued)

### Section 3 Class Sizes and Averages

The following class sizes and averages shall be maintained by the District:

<u>Elementary Grades</u>	<u>Range</u>	<u>Average District Class Size</u>
Kindergarten	23-34	27
Reading Readiness	12-30	18
Grade 1	25-35	28
Grade 2	26-36	29
Grade 3	27-37	30
Grade 4	27-38	31
Grade 5	29-38	32
Grade 6	29-38	32

<u>Secondary Grades</u>	<u>Range</u>	<u>Average District Class Size</u>
Grades 7-8 (except for Band, P.E., & Music)	27-39	35
Remedial	17-29	25
Grades 9-12 General	27-39	35
Remedial (punit, applied algebra, applied trigono- metry, or applied math)	17-30	26
Lab Science	25-38	35
Business	27-38	35
Typing	29-39	36
Industrial Arts	24-38	34
Drafting	28-38	34
P.E. Health-Pool	38-55	45
Voc. Ed.	22-35	32
Homemaking	25-37	32
Art	25-37	32
Nurses Aide	15-30	27
Commercial Foods	17-35	26
Counselors	360-400	385

### Section 4

In cases where the upper limits are exceeded, prompt action will be taken to provide an acceptable solution involving the teacher, the Association and Administration.

ARTICLE XIII CLASS SIZE (continued)

Section 4 - continued

The solution options listed below include all students and when agreed upon will be implemented promptly:

Options:

- A. Open a new section.
- B. Close enrollment.
- C. Re-distribute students.
- D. Pay a \$250 semester stipend, if the overage exists over thirty (30) days.
- E. Employ a teacher aide, if the overage exists over thirty (30) days.

Section 5

Music, chorus, band, orchestra, library, study hall, lunch duty, recess, and activity duties in both elementary and secondary schools shall be of sizes appropriate to the activity.

Section 6

All students certified as Special Education students shall be counted when placed in the regular teacher's classroom in the following manner:

1. If the student spends two (2) hours and forty (40) minutes or less in the elementary class, the student shall be counted as one-half ( $\frac{1}{2}$ ) for enrollment purposes.

If the student spends more than two (2) hours and forty (40) minutes, the student shall be counted as one (1) student for enrollment purposes.

2. At the secondary level each Special Education student assigned to a regular class shall be counted as one (1) for enrollment purposes.

ARTICLE XIV COMPENSATION

Section A

Annual salaries shall be computed according to Schedule A, B, and C, attached hereto, which are incorporated in and made a part of this Agreement.

Section F

Hourly rates to be paid for a teacher's service in Adult Education, Summer School, Workshops, Music, substituting during preparation time, or Driver Education shall be as in Schedule D, attached hereto. These wages shall be paid bi-weekly and, at the time of payment, the Board shall be no more than one (1) week in arrears.

ARTICLE XIV COMPENSATION (continued)

Section C Insurance

1. Based upon the teacher's selection the Board shall purchase two (2) of the three (3) following coverages for each full time teacher.

- a. Health Insurance - The Board at its option may provide either BCBSM MVF-II with full riders or MESSA Super-Med I.

Any teacher receiving health insurance coverage will be reimbursed for the \$50/100 deductible per past practice.

- b. Dental Insurance - MESSA Delta Dental, Plan A-0-4 equivalent as currently provided through Prudential.
- c. Vision Care - MESSA Vision II equivalent as currently provided through Prudential.

An employee may not change coverage other than during the open enrollment period which occurs every two (2) years from Health Insurance to Vision Care or vice versa, except when:

1) Application for change is made to the District's Employee Benefits office no later than thirty (30) calendar days from the date an event occurs which would justify a change. Consideration of applications for change after the thirty (30) day cut-off shall be forwarded by the Employee Benefits office to the insurance carrier, where the decision to allow the change or not shall be made.

2) The following events justify a change:

- a) Change in marital status, as evidenced by appropriate documentation.
- b) Change in status of a spouse's health insurance coverage, whereby an employee gains or loses complete insurance payment through the spouse's employment. A statement from the spouse's employer is necessary for documentation.

2. The Board shall also purchase the following coverages for each full time teacher:

- a) Long-term disability coverage for the teacher commencing after a six (6) month period of total disability and continuing during such total disability to age 65, or death, whichever comes first. The benefit shall be 60% of the teacher's salary to a monthly maximum benefit of \$1,400.

ARTICLE XIV COMPENSATION (continued)

Section C Insurance - continued

- b) Group Life Insurance and Accidental Means Death and Dismemberment Insurance, each equal to one and one-half ( $1\frac{1}{2}$ ) times the teacher's Schedule A annual salary to the nearest \$1,000.
3. If a full-time teacher is absent from work and totally disabled, because of an accident or prolonged illness, the Board shall pay the Board's portion of his Health Care Insurance, (or Vision Care Program), dental care program, his long-term disability coverage and his group life insurance through the end of the then current school year in which his long-term disability benefits take effect. Such teacher shall be responsible for payment of any optional coverages under Health Care Insurance and shall make arrangements for full payment in advance to the Board of Education for such optional coverage.
4. Teachers who work a part-time schedule shall receive a prorated annual salary and shall also receive prorated Health Care Insurance, (or Vision Care Program), Dental Care Program and supplementary group life insurance contributions. For example, a teacher scheduled to work  $\frac{1}{5}$  of a regular week shall receive from the Board  $\frac{1}{5}$  of the monthly premium for Health Care Insurance (or Vision Care Program) and shall also receive  $\frac{1}{5}$  proration of the supplementary group life insurance and  $\frac{1}{5}$  of the Dental Care Program; a teacher scheduled to work  $\frac{2}{5}$  time shall receive a  $\frac{2}{5}$  proration;  $\frac{1}{2}$  time receives  $\frac{1}{2}$  proration;  $\frac{3}{5}$  time receives  $\frac{3}{5}$  proration and  $\frac{4}{5}$  time receives  $\frac{4}{5}$  proration.
5. If a part-time teacher is absent from work and totally disabled because of an accident or prolonged illness, the Board shall pay the Board's portion of his Health Care Insurance (or Vision Care Program), Dental Care Program and his prorated group life insurance through the end of the then current school year. The teacher shall be responsible for payment of any optional coverages under Health Care Insurance and shall make arrangements for full payment in advance to the Board of Education for such optional coverages.
6. If a full-time or part-time teacher takes a leave of absence for reasons other than total disability due to accident or prolonged illness, all coverages provided under 1., 2., or 3., above shall terminate at the end of the month in which they last work, except that teachers whose leaves commence as of July 1 but who change their minds and are approved for early return from leave as of the first day of the school year, shall be reimbursed for any health insurance premium they paid on their own for July and August. Further, teachers whose leaves commence July 1 and who have been on the payroll from the first day of the school year shall have all their insurance coverage paid through August 31. The latter provision shall also apply to teachers who resign at the end of the school year after having been on the payroll from the first day of the school year.

ARTICLE XIV COMPENSATION (continued)

Section C Insurance - continued

7. The Board of Education shall have the right to select insurance carriers for dental, vision, LTD and life insurance coverage.

Section D Automobile Allowance

Teachers required to drive personal automobiles in the course of their employment or otherwise using their automobiles in service to the District shall be reimbursed in accordance with Schedule F, attached hereto.

An interior maintenance allowance of fifty dollars (\$50.00) shall be made to each nurse (per year) who uses her personal car for nursing services.

Section E Payroll Procedures

1. Payroll checks will be issued in separate envelopes bi-weekly on Fridays to all employees, except as elsewhere provided. The responsibility of distribution will be made by the immediate supervisor.
2. Contractual salaries will be divided by 21 to determine the gross bi-weekly amount except for those teachers who request a division by 26 on appropriate forms furnished by the Administration.
3. Teachers will be paid one-half ( $\frac{1}{2}$ ) of a bi-weekly paycheck (1/21 or 1/26), for Schedule A only, the first Friday after school is in session. Following that, regular bi-weekly checks will be issued every two (2) weeks, except for holiday variants noted in Section E., 4., below. Any balance in the Board's contractual salary commitment to a teacher will be paid on the teacher's last scheduled working day or at the teacher's option in continued bi-weekly checks throughout the summer recess.
4. Should a regular pay date fall during a period when school is not in session, teachers shall receive the pay due on that date on the last day prior to the recess.
5. Authorization for payroll deductions shall be available for:
  - a. Association Dues
  - b. U.S. Bonds
  - c. United Foundation
  - d. Additional MESSA coverages (if MESSA is the health carrier)  
Health, Accident and Life Insurance
  - e. Credit Union
  - f. Tax-deferred annuities
6. Payroll adjustments will be based upon the number of teachers' working days in the school calendar.

ARTICLE XIV COMPENSATION (continued)

Section F

On any day when school sessions are scheduled but that schedule is cancelled by the Superintendent due to weather or other conditions beyond control and this official closing is announced on a major Detroit radio or TV station, then the following provisions for teachers' pay will prevail:

1. If the announcement states that schools are closed, teachers are not to report and will receive full pay.
2. If the announcement states that schools are closed and teachers are to report, then teachers must report. However, if a teacher is unable to report, he shall be paid for such absence and his absence charged against unused personal leave days.

ARTICLE XV COMPENSABLE LEAVE

Section A

The following compensable leave provision shall be in effect. At the end of the 1979-80 school year, representatives of the school Board and the WEA shall meet to evaluate the success of the program in meeting the needs of teachers. If either side sees the compensable leave program as unsatisfactory, the compensable leave provisions and the long-term disability provisions in effect in the Agreement between the Warren Consolidated Schools and the Warren Education Association, reached on June 14, 1967 shall take effect. At that time any accumulated leave "frozen" as provided below shall be again placed at the disposal of affected teachers.

Accumulated sick days available as of June 30, 1969, less sick days used between September 1, 1969 and June 15, 1970 in excess of current year's (1969-70) allocation, shall be frozen. These accumulated days shall be paid off at a rate equal to 50% of the salary in effect at the time of retirement from the Warren Consolidated Schools under the Michigan Public Employees Retirement Act or at death of the employee, whichever occurs first, to a maximum of 200 days.

Accumulated sick days available as of September 1, 1974 for nurses shall be frozen.

Section B

The parties recognize that the use of sick leave shall be exercised prudently and in good faith for personal illness, family illness, and bereavement. In the case of questionable or excessive absences, medical verification may be required.

ARTICLE VII COMPENSABLE LEAVE (continued)

Section B - continued

Each tenure teacher shall have twelve (12) days placed as his disposal at the beginning of each school year. Two (2) of these days may be used for personal business as provided for in Section D of this Article. Tenure teachers who are on non-compensable leave shall have a proration of their twelve (12) day allotment placed at their disposal upon their return to work. These days may be used by each tenure teacher for personal illness, including illness caused by and contributed to by pregnancy, family illness, or bereavement. For all such absences, the tenure teacher shall notify the school administration as soon as possible after becoming aware of the need for absence.

Any unused days from a tenure teacher's yearly allotment, including those days allocated but not used during the 1975-76 school year, may accumulate for use in succeeding years up to a total of fourteen (14) days. The current year's allotment shall be included in the fourteen (14) day total. In the second year of this Agreement a tenure teacher shall be allowed to accumulate fifteen (15) days.

If, by reason of discharge, non-compensable leave, or termination, a teacher leaves before the end of the school year, his pro-rata unused leave days shall be placed into the District Central Bank described in Section C of this Article. If the employee has used more than one (1) day per month at the time of his termination, his pay will be adjusted a commensurate amount; similarly, any overdraft of sick leave allotment usage by the end of the school year will be docked.

Should a teacher deplete his current year's allotment and accumulated days described in this Section and not be eligible for the District Central Bank described in Section C, he may use his "frozen days" described in Section A, above.

Section C District Central Bank

A District Central Bank shall be in effect on the first day of the school year. The bank shall be funded with the unused days from the previous year's District Central Bank and one (1) day from each tenure teacher's personal allotment.

Teachers who work less than the full school year shall have a proration of one (1) day from their yearly allocation placed into the District Central Bank at the disposal of the District's teachers.

ARTICLE XV COMPENSABLE LEAVE (continued)

Section C District Central Bank - continued

The District Central Bank is intended to provide each tenure teacher with comprehensive protection from financial burdens imposed by long-term illness, accident or chronic, recurring illnesses, and all disabilities caused by or contributed to by pregnancy, miscarriage, childbirth and recovery. Use of the days from the District Central Bank shall be supervised by a joint Association/Administration committee. Medical verification may at times be required for withdrawal of District Central Bank days.

Tenure teachers may use days from the District Central Bank prior to the depletion of their current year's allotment and accumulation described in Section B, if they fall victim to a long-term illness of five (5) or more consecutive work days, an accident, or a chronic illness of a recurring nature and medical verification is provided.

The first two (2) days of a chronic illness or a long-term illness shall be charged to the teacher's own accumulated leave under Section B, above unless the teacher has already been admitted to the DCB that same year.

The District Central Bank is not intended to compensate teachers for absences related to elective surgery which can be scheduled during recess periods, such as holiday periods or the summer months.

In any absence lasting forty-five (45) days or longer the Administration may require the teacher to see a doctor other than his/her own to verify the need for the absence. The teacher may select the doctor from a panel of twenty-five (25) medical doctors in the Warren area established jointly by Administration and the Association. The teacher must select a doctor not associated with his/her own doctor. If the opinion of the doctor selected conflicts with the opinion of the teacher's doctor, the teacher will select a third doctor from the panel for examination and opinion. Both parties agree to abide by the opinion of the third doctor. The Board shall pay the costs of such examinations.

If, during the life of this Agreement, the District Central Bank should become depleted, an additional day may be taken from each tenure teacher's yearly allotment or accumulation described in Section B. Those teachers who have depleted their days will contribute an additional day the succeeding school year.

Leave days described in Section B and C, are not intended for uses other than those specified in the named Sections.

## ARTICLE XV COMPENSABLE LEAVE (continued)

### Section D Personal Business Days

All full time teachers are to get two (2) days per school year to be used for personal business at the discretion of the teacher.

Notification of the personal business will be in writing to the immediate supervisor forty-eight (48) hours in advance of the time needed. If there is an emergency making such notice impossible, the teacher shall notify the immediate supervisor as soon as he/she is aware of the situation making the leave necessary.

Personal business days cannot be used at the start of the school year, school year ending or the day prior to or the first day following holidays and recesses. Absences for religious holidays will be a maximum of two (2) personal business days and one (1) day from the personal illness bank.

### Section E Non-Tenure Teachers

Each first year non-tenure teacher shall have seven (7) sick days placed at his disposal at the beginning of his work year. Any days not used during this year may be accumulated and used during the second or third years of non-tenure teaching. Second and third year non-tenure teachers shall have eight (8) sick days placed at their disposal at the beginning of their work year. These days are to be used for personal illness, family illness, or bereavement. For all such absences the involved teacher shall notify the administration as soon as possible prior to the absence. Any unused days shall have a cash surrender value of \$15.00 per day to be paid at the end of each school year, or may, at the discretion of a teacher, be accumulated and used during the second or third years of non-tenure teaching. At the end of his probationary period, the teacher will receive a cash surrender value of \$15.00 per unused sick day.

### Section F Released President

In order to assist the parties in the administration of the contract it is agreed that the President of the Association shall be released from his regular duties.

The Board agrees to pay this President the B.A. base salary and one-half ( $\frac{1}{2}$ ) his fringes.

The Association will be billed in January and June for the other half ( $\frac{1}{2}$ ) of his fringe benefits. Any salary experience increment earned during this year will be credited at full value.

### Section G Association Business and Conference Time

In the event that the Association is desirous of sending representatives to local, state or national conferences conducted by the Association for the furtherance of its own professional purposes, or other business leaves pertinent to the Association affairs, said representative shall be excused providing the frequency does not impair the quality effect of classroom

ARTICLE XV COMPENSABLE LEAVE (continued)

Section G Association Business and Conference Time - continued

instruction, and providing that said request for leave has been submitted to the Superintendent for his approval at least 72 hours prior to the leave, if possible. When these days accumulate to sixty (60) in any school year, the Association will reimburse the District for the cost of substitutes for the additional days.

Section H Jury Duty

Teachers summoned for jury duty shall immediately notify the Personnel Office. If teachers serve as a juror, they will be paid the difference between their jury pay and their Schedule A salary during the time they are on jury duty if they make every effort to secure a postponement of their jury service to a time when school is not in session. Release time will be provided if the affected teacher is required to appear in person for the purpose of appealing, postponing, or changing his status as a juror. Teachers are expected to secure the assistance of their principal and the Personnel Office in their efforts to obtain a postponement.

ARTICLE XVI NCN-COMPENSABLE LEAVE

Section A Requests

Requests for leave must be made in writing to the Personnel Department. These requests should specify the dates desired and should be submitted as soon as the circumstances requiring the leave are known.

The duration of leaves which start during a school year shall be from the calendar day following the last day worked to the next June 30th. The duration of leaves which cover an entire school year shall be from July 1, to June 30th.

Section B Association Representation Leave

Leave of absence for Association representation will be granted. Leave for Association representation shall be for one (1) year and will be renewed for an additional year upon written request of the affected teacher. No more than three (3) teachers shall be on leave for Association representation at any one time. A teacher who is on leave for Association representation shall be credited with the salary increment which he would have earned had his services not been interrupted. Further, this provision, shall be applied to all teachers presently on leave for Association representation as though they had commenced their leave under this provision, except that no teachers presently on leave may be terminated until they have been given the opportunity to return from leave pursuant to this Article.

Section C Miscellaneous Leaves

The Superintendent or his designee may grant leave to teachers for other reasons, such as health, study, overseas teaching, Education Association employment or family care. Such leaves shall be limited to a maximum of one (1) year. An extension beyond one (1) year of up to one (1) additional year may be granted subject to approval by the Board of Education.

ARTICLE XVI NON-COMPENSABLE LEAVE (continued)

Section D Responsibilities of the Teacher

1. Any teacher on leave is responsible to notify the Personnel Department in writing that he desires to resume active status as an employee.
2. It shall be the responsibility of the teacher to:
  - a. Inform the Personnel Department of any change in the circumstances which created the need for leave.
  - b. Report for duty upon termination of leave.
3. Teacher's neglect of these responsibilities shall constitute cause for termination as an employee.

Section E Reinstatement

1. A teacher shall be reinstated from leave prior to the termination date of the leave provided that the teacher gives at least thirty (30) days written notice of his intention to return from leave and provided that there is a position vacant for which he is qualified. When both of the above are satisfied, the teacher shall be reinstated.
2. Teachers on leave who request a return to active status as of the beginning of the school year shall be reinstated to positions pursuant to Article X.
3. All benefits which had accrued at the time the leave commenced shall be restored to the teacher upon reinstatement.

Section F Termination of Leave Status

The teacher shall be terminated if one of the following conditions occurs:

1. The teacher accepts employment other than that for which leave was granted, if any.
2. The teacher fails to return to work when the leave expires.
3. The teacher notifies the Personnel Department in writing that he wishes to terminate his leave.

Section G

Any teacher commencing leave under this Article will be given a copy of this Article.

## ARTICLE XVII MILITARY LEAVE

Military leave will be granted and reemployment will be governed by the provisions of the "Universal Military Training Act." If National Guard or Reserve annual training two (2) week encampment should occur during the school year, the teacher required to participate shall be granted a temporary leave of absence. In the event of emergency National Guard duty, for things such as riots or floods during the school year, the Board will provide assistance up to a maximum of thirty (30) days in any contract year. The employee will receive his regular salary minus that which he shall receive from the government for each school day spent in the government service. This provision does not provide any Board financial assistance for basic training call-ups or other kinds of enlisted or voluntary full-time service.

## ARTICLE XVIII PROFESSIONAL QUALIFICATIONS

### Section A

In order to be employed by the Board for a regular teaching assignment, a teacher shall have a Bachelor's degree from an accredited college or university and a provisional, vocational, continuing, or permanent certificate or, for vocational programs other than existing vocational metal working, pattern making, drafting, electricity-electronics, business, home-economics and food services, teachers shall have a state approved vocational certificate.

### Section B

Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and the Association shall be so notified in each instance, along with written statement of reason for such misassignment. Such misassignments shall not extend beyond the time when a fully qualified person becomes available, or beyond the current school year.

### Section C

Substitutes who hold only permits shall be employed by the Board only on a day-to-day substitute basis and for no more than the permit allows. The Association will be advised of the teachers' names and assignments in those cases where it becomes necessary to employ them for more than ten (10) consecutive days in the same position under this Section.

## ARTICLE XIX SABBATICAL LEAVE

### Section A Purpose

Sabbatical leave shall be available to teachers for professional improvement.

### Section B Eligibility

1. An applicant must have accrued seven (7) consecutive full years of teaching service in Warren Consolidated School District.

## ARTICLE XIX SABBATICAL LEAVE (continued)

### Section B Eligibility - continued

2. Each applicant must agree to return to service in the Warren Consolidated School District immediately upon termination of Sabbatical Leave and to continue in such service for a period of three (3) years, unless physical disability makes this impossible or there is mutual agreement to the contrary. A signed agreement in the format of a promissory note shall stipulate that the failure of the teacher to provide such service shall result in the obligation to reimburse the District a proportional part of the salary paid to him during Sabbatical Leave determined by the fraction of the three (3) years not served following the leave.

### Section C Application

Applications shall be made to the Committee for Sabbatical Leave on or before December 31 of each year. The application shall be accompanied by plans for the use of the Sabbatical Leave.

### Section D Selection

1. The Committee for Sabbatical Leave shall consist of an elementary and a secondary administrative representative appointed by the Superintendent, a teacher appointed by the WEA and the President of the WEA. The Committee shall be chaired by the Superintendent, or his designee, who will vote only in the event of a tie.
2. The Committee will prepare a priority listing of eligible candidates and recommend names for Sabbatical Leave appointments by February 1, Provided sufficient qualified applicants have come forth, up to 0.5 of 1% of the body of teachers currently employed will be recommended.
3. Consideration shall be given to:
  - a. Assured eligibility.
  - b. The proposed leave's potential for contributing to the applicant's professional growth.
  - c. Other pertinent factors as established by the Committee.
4. The Board of Education shall grant Sabbatical Leave to as many candidates as are recommended by the Committee for Sabbatical Leave, but not to exceed a number equal to 0.5 of 1% of the teachers of the school District at the time leaves are granted.

### Section E Compensation

1. While on Sabbatical Leave, a teacher should receive 50% of his teaching salary for the time involved. This does not apply to school nurses.
2. The teacher is responsible to notify the Business office of the place to which his payroll check shall be addressed while he is on leave. Checks will be mailed to that address on or before the regular paydays.

## ARTICLE XIX SABBATICAL LEAVE (continued)

### Section F Miscellaneous Administrative Provisions

1. A teacher on Sabbatical Leave may not deviate from his approved plan except with the written permission of the Superintendent or his designee.
2. Sabbatical Leave will be automatically terminated should the grantee be placed upon a probationary academic status by his college or university.
3. Any falsification of information by the teacher in application or other reports required as a part of Sabbatical Leave may subject the leave to termination upon recommendation by the Committee for Sabbatical Leave.
4. A teacher, upon return from Sabbatical Leave, shall be restored to his former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period.

## ARTICLE XX ACADEMIC FREEDOM

### Section A

Academic freedom shall be guaranteed to the teacher, and no special limitations shall be placed upon study and investigation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, subject to the following standards of professional responsibility:

1. The teacher shall encourage the student to study varying points of view and respect his right to form his own judgment.
2. The teacher may assume full political and citizenship responsibilities, but shall refrain from exploiting the institutional privileges of his professional position to promote candidates or partisan activities while on school duty.
3. The teacher shall interpret and use the writings of others and educational research with intellectual honesty.

### Section B

Academic freedom exercised by a teacher requires that he be cognizant of the maturity of his students and that this be recognized in his instructional presentations; and further, that the attitudes, beliefs, and aspirations of parents and the convictions of the citizenry be considered carefully in the exercise of academic freedom.

### Section C

Academic freedom shall be exercised by a teacher in accordance with the instructional program and within the framework of Board Policy.

ARTICLE XX ACADEMIC FREEDOM (continued)

Section D

Academic freedom shall not be used as a basis for advocating unlawful activity.

ARTICLE XXI BUILDING POLICY COMMITTEE

Principals will establish an ongoing committee for the joint development of solutions to building problems not covered by the Master Contract. For this purpose, it is agreed that:

- A. The committee is representative of teachers through election.
- B. WEA building representatives will be included on the committee. No more than three (3) building representatives will be included on this committee unless elected.
- C. There shall be a chairman who calls the meetings and sets the agenda and a secretary who takes minutes. Both are elected by the committee.
- D. Any building concern may be brought to the committee for solution.
- E. Agreements reached between the building policy committee and the building principal will be put into effect as soon as possible.
- F. Minutes are published to the staff upon review of the principal and the chairman.
- G. No committee solution may conflict with the Master Contract or Board Policy.
- H. The Board agrees that teacher involvement will be meaningful.

ARTICLE XXII LAY-OFF AND RECALL PROCEDURES

Section A Definitions

Lay-off means removal from the payroll with no employment rights other than retention of seniority status, extra-duty status, and recall rights as provided below. Such rights shall extend through the duration of this contract.

Section B Procedures

If circumstances such as a reduction in student population or insufficient funds causing curtailment of programs or curriculum reasonably require a reduction in staff, the following lay-off recall procedure shall prevail.

After all procedures pursuant to Article X, regarding voluntary and involuntary transfers have been accomplished, the resulting surplus teachers will be laid off in seniority order, except as provided in Article X.

## ARTICLE XXII LAY-OFF AND RECALL PROCEDURES (continued)

### Section C. Recall

Teachers will be recalled to positions consistent with their academic training or subject area competency, and, in the case of high schools, with North Central accreditation standards, beginning with the most senior teacher.

Teachers being recalled will be given ten (10) days from the date of the receipt of a registered letter of recall to indicate their acceptance or rejection of reemployment. Failure to respond within the ten (10) day period will end the employee's seniority rights.

No new teachers shall be hired in a subject area before teachers who are laid off from that subject area have been recalled or decline the opening.

No new teachers shall be hired in a subject area before teachers who are laid off from other subject areas who may be qualified are recalled or decline the opening.

### Section D

A teacher shall not be laid off because of curricular change unless such change would render him non-qualified under the State Certification Code, and he has refused other assignment opportunity or turned down training provided by the employer (at the employer's expense) to certify him for existing vacancies.

## ARTICLE XXIII TUITION REIMBURSEMENT

### Section A

The administration may request that a teacher enroll in specific credit courses so that he might fill certain academic or professional voids and so that he may achieve preparation standards which are mandated by curriculum revisions or applicable accreditation standards. Should the teacher be unwilling or unable to accommodate such a request to the extent of completing four (4) credit hours per year and the want of the indicated improvement prohibits the initiation or continuance of a desired curriculum or accreditation, then the teacher may be reassigned (accommodating his desires as nearly as possible) in order that the objective may be gained. Teachers complying with such requests shall be reimbursed for tuition, books, and ten dollars (\$10.00) for miscellaneous expense incurred by enrollment in the classes.

ARTICLE XXIII TUITION REIMBURSEMENT (continued)

Section B

A teacher who has acquired a permanent teaching certification and who continues his professional growth through enrollment in graduate courses related to his professional responsibilities shall be reimbursed for his tuition upon submission of proof that the courses have been successfully completed. Reimbursement shall be limited to twenty dollars (\$20.00) per semester hour applied to no more than six (6) hours per calendar year, and shall not apply to hours taken through a program for which teachers receive subsidy from other courses such as NSF, NDEA, etc., except that when the subsidy is less than twenty dollars (\$20.00) per hour, the balance shall be reimbursed by the Board. Further, should a teacher accrue more than six (6) qualified hours in a given year, the balance may be included for reimbursement in the following year.

This provision shall not be operative for the duration of this Agreement.

ARTICLE XXIV CURRICULUM AND MATERIALS

Section A

The Board of Education has ultimate responsibility in the development, implementation, and determination of all curricular matters.

The Board agrees to involve teachers in all proposed curriculum changes through the establishment of a Steering Committee of fourteen (14) persons.

1. The Steering Committee shall consist of seven (7) teachers, six (6) principals, and one (1) central office administrator. Two (2) teacher representatives from each of the elementary, junior high, and senior high levels shall be selected by the teachers in an election conducted by the Association. One (1) teacher representative shall be appointed by the Association President.
2. The Steering Committee shall determine its organizational structure and procedures.
3. The Steering Committee will review all curriculum changes including those not necessarily funded through this Committee. The Committee may establish teacher curriculum study groups which shall be composed of both teachers and administrators on the basis of two (2) administrators per five (5) teachers. Teachers shall be paid at the workshop rate. The Committee may also allocate funds for teacher initiated projects of an innovative nature and projects of inservice. The total funds available to the Committee for these purposes shall be \$20,000 for each school year, five thousand (\$5,000) of which may be allocated to projects of inservice, and upon request, release time may be permitted by the Associate Superintendent for Instruction to complete the business before the Committee

## ARTICLE XXIV CURRICULUM AND MATERIALS (continued)

### Section A - continued

- a. All reports, proposals, and recommendations reviewed by the Steering Committee shall be submitted in a timely manner to the Associate Superintendent for Instruction and the Association President.
  - b. The Associate Superintendent for Instruction shall have the right to review all reports and make suggestions for change in writing to the Study Committee.
  - c. The Associate Superintendent for Instruction shall forward his considerations back to the Steering Committee in a timely manner.
  - d. The Steering Committee, upon receipt of the Associate Superintendent for Instruction's written recommendations, may modify its report prior to submitting its final report back to the Associate Superintendent.
4. The Associate Superintendent will then submit all curriculum recommendations to the Board which will include the recommendations of the Steering Committee and the designated study committees. At least two (2) work days prior to the Associate Superintendent's recommendation being sent to the Board, a copy shall be provided to the Steering Committee and the Association.

### Section B

The Board recognizes that appropriate texts, library references facilities, maps and globes, laboratory equipment, audio-visual equipment, teaching supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board agrees at all times to keep the school reasonably equipped and maintained. The parties will confer from time to time for the purpose of improving selections, and use of such educational tools.

### Section C

The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall endeavor to make such material available in the schools.

ARTICLE XXIV CURRICULUM AND MATERIALS (continued)

Section D

The School Board, through its administration, will sincerely foster the dedication expected of the teachers by planning constructively to provide the best possible teacher facilities attainable within the limits of prudent expenditures, and to assist teachers in the advancement of their skills and techniques by providing meaningful and useful seminars and programs. The Board will continually review and analyze the needs of the School District so that all committees, programs, and projects will relate directly to a quality educational program either by reason of seeking improvement in teaching methods, tools, techniques, and/or professional standards of excellence or by reason of seeking improved efficiency, economy of operation, and/or consideration of ways and means to satisfy the mandatory need for student improvement, greater student achievement and high level employee morale.

ARTICLE XV MISCELLANEOUS

Section A

Each school will have designated areas, apart from students, appropriately furnished for use in teachers' lavatory, teachers' dining room or teachers' lounge, where smoking is permitted. Each building will have a telephone available for the use of teachers. The phone will be located so that reasonable privacy can be guaranteed. Any long distance phone calls must be logged.

Section B

All instructional positions in Driver Education, Adult Education (embracing subjects taught in the school system during the regular school year), and Summer School shall be filled within the bargaining unit. After adequate posting, if the position cannot be so filled, then the Board may fill the position from outside the bargaining unit.

Section C

Names and address of newly hired teachers will be provided to the Association following school Board approval of their contracts. These teachers will be provided a copy of the current Agreement between the parties.

Section D

The Board agrees to permit nurses to attend in-service programs, seminars, and professional conferences. Attendance will be representational and must have the prior approval of the Supervisor of Nurses.

In order to maintain the professional excellence of the nursing staff, the Board agrees to permit nurses to attend Macomb County Health Department meetings as related to school District matters, Macomb County School Association meetings, and the annual Michigan Association of School Nurses State meeting.

The sum of \$150.00 per year shall be allocated for the funding of this provision.

ARTICLE XXVI TERM OF AGREEMENT

Section A Duration of Agreement

This Agreement shall be effective as of September 1, 1978, except for Article X, Section F, Article XIV, Article XV, and Article XXII, Section A which shall be retroactive to August 16, 1978. The Agreement shall continue in full force and effect through August 15, 1980.

Section B Successor Agreements

On or before May 15, 1980, either side may give notice by certified mail of its desire to terminate, amend or modify this Agreement. Upon receipt of this notice by the other side, arrangements shall promptly be made for negotiations to commence. In the event that neither side gives notice to the other of its intention to terminate, amend or modify the Agreement by May 15, 1980, then the Agreement shall automatically be extended on the same terms for another year and, similarly, from year to year thereafter, with the notification date of intent to terminate, amend or modify being May 15, of the successor year.

Section C Interim Amendments

Should there be any mutually acceptable amendment of the Agreement then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

THE WARREN CONSOLIDATED  
SCHOOL DISTRICT

By: The School Board

John A. Bozynowski  
President

Mary P. Donnell  
Secretary

Arthur Woodhouse  
Superintendent of Schools

Howard Chenoweth  
Associate Superintendent  
Personnel/Employee Relations

THE WARREN EDUCATION  
ASSOCIATION

By:

Judith L. Locke  
President

Conrad R. Basini  
Vice-President

Joyce E. Berry

Ronald J. Pitt

Michael J. Home

Margaret J. Massong

Bette Cartier

Marcia U. Bilar

Carol M. Wipking

Harry Banish

SCHEDULE A

1. Schedule A reflects annual wages to be prorated over the effective period.
2. Credit for experience will be computed on the commencement of employment and thereafter at the beginning of the work year. Teachers employed and working in the system will be moved up one (1) year on the interpolated schedule at the beginning of each school year.
3. The Board may place a newly employed teacher on any step of the salary schedule regardless of the number of years of previously acquired teaching and work experience, provided, however, that in no event shall any newly employed teacher be placed on a salary step which exceeds previously acquired teaching and work experience. This provision shall not affect the teachers presently employed by the District.
4. Vocationally certified teachers upon reaching the maximum step in their degree category shall receive an additional 1% of their degree category base for each year (2080 hours) of work experience applied on their certificates as long as they continue teaching in the occupational area for which the vocational certification has been issued.
5. The following index shall be effective:

Experience	Bachelors		Masters		Masters**
	Bachelors	+20 s.h.*	Masters	+15 s.h.**	+30 s.h.***
0	1.000	1.040	1.070	1.110	1.130
1	1.040	1.080	1.110	1.150	1.170
2	1.100	1.140	1.180	1.220	1.240
3	1.170	1.210	1.250	1.290	1.310
4	1.240	1.280	1.330	1.370	1.390
5	1.310	1.360	1.460	1.510	1.530
6	1.390	1.440	1.550	1.600	1.620
7	1.470	1.530	1.640	1.700	1.720
8	1.560	1.620	1.740	1.800	1.820
9	1.650	1.720	1.840	1.910	1.930
10	1.686	1.756	1.950	2.020	2.050
11	-----	-----	1.986	2.056	2.086

All indexes refer to the currently established base salary.

\*These courses shall be on the graduate level or apply toward permanent certification.

\*\*These courses must be at the graduate level unless approved in advance by the Superintendent.

\*\*\*Includes Specialist, M.S.W., and double Masters degrees.

6. Those who complete the fifth (5th) year of teaching experience as credited in Warren during a school year shall be expected to make written request for adjustment. Such adjustment, prorated, shall be added to the final check of the school year.

SCHEDULE A (continued)

7. Teachers must present written evidence of qualification to benefit from salary allowances on advanced degree and extra hour schedules. Payment shall be made in a lump sum on a prorated basis at the end of the school year for any credits earned during that year providing an official transcript is received from the college authorities on or before June 1 indicating that the course work has been satisfactorily completed in accordance with college regulations. All credits must be in accordance with the standards established herein.
8. Teachers who work a part-time schedule shall receive a prorated annual salary and increment credit. Prorating of salaries will be based on the number of teaching periods or teaching days in relation to the full teaching load in the same assignment. Such teachers will also receive a prorated hospital and medical insurance contribution in accordance with the formula in insurance Article XIV, Section 3.
9. Payroll adjustments will be based upon the number of teacher working days in the school calendar.
10. In the first year the BA Base shall be increased by 2%, then by 8.02% bringing the new BA Base to \$11,488.

The 1979-80 salary schedule shall be determined by increasing the 1978-79 BA Base by 3% bringing the new BA Base to \$11,833. This calculation shall determine a temporary salary schedule found in Appendix A which will be utilized to determine bi-weekly pay amounts throughout the 1979-80 school year.

- a. Each teacher shall receive a cost of living adjustment (COLA) as a deferred salary increase based upon the percentage rise in the Revised Consumer's Price Index (CPI) (all items) for the Urban Wage Earners and Clerical Workers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U. S. Department of Labor (1967=100) and hereafter referred to as CPI. The amount of the deferred salary increases shall be the dollar equivalent of the percentage increase--rounded to the nearest one-tenth of one percent--of the CPI, multiplied by each teacher's Schedule A, Section 10 1979-80 temporary salary. The percentage amount of the COLA shall be a minimum of 4% and a maximum of 6% of the teacher's temporary salary as identified in Schedule A, section 10 rounded to the nearest dollar and paid to each teacher no later than July 15, 1980. Such payment shall be paid by a check separate from the teacher's regular paycheck.
- b. The cost of living payment shall be computed based on the percentage increases in the consumer price index calculated as follows:

Ending CPI May 30, 1980 less starting CPI June 1, 1979 divided by starting CPI June 1, 1979.

SCHEDULE A (continued)

- c. Not later than fifteen (15) days after publication of the ending CPI June 30, 1980, the 1979-80 BA Base shall be adjusted to reflect the true percentage increase in the CPI, but the BA Base as adjusted shall in no event be greater than \$12,543.

10. SCHEDULE A EFFECTIVE SEPTEMBER 1978 through JUNE 1979

Experience	Bachelors	Bachelors +20 s.h.*	Masters	Masters +15 s.h.**	Masters +30 s.h.***
0	\$11,488	\$11,948	\$12,292	\$12,752	\$12,981
1	11,948	12,407	12,752	13,211	13,441
2	12,637	13,096	13,556	14,015	14,245
3	13,441	13,900	14,360	14,820	15,049
4	14,245	14,705	15,279	15,739	15,968
5	15,049	15,624	16,772	17,347	17,577
6	15,968	16,543	17,806	18,381	18,611
7	16,887	17,577	18,840	19,530	19,759
8	17,921	18,611	19,989	20,678	20,908
9	18,955	19,759	21,138	21,942	22,172
10	19,369	20,173	22,402	23,206	23,550
11	-----	-----	22,815	23,619	23,964

TEMPORARY SCHEDULE A EFFECTIVE SEPTEMBER 1979 through JUNE 1980

Experience	Bachelors	Bachelors +20 s.h.*	Masters	Masters +15 s.h.**	Masters +30 s.h.***
0	\$11,833	\$12,306	\$12,661	\$13,135	\$13,371
1	12,306	12,780	13,135	13,608	13,845
2	13,016	13,490	13,963	14,436	14,673
3	13,845	14,318	14,791	15,265	15,501
4	14,673	15,146	15,738	16,211	16,448
5	15,501	16,093	17,276	17,868	18,104
6	16,448	17,040	18,341	18,933	19,169
7	17,395	18,104	19,406	20,116	20,353
8	18,459	19,169	20,589	21,299	21,536
9	19,524	20,353	21,773	22,601	22,838
10	19,950	20,779	23,074	23,903	24,258
11	-----	-----	23,500	24,329	24,684

\*These courses shall be on the graduate level or apply toward permanent certification.

\*\*These courses must be at the graduate level unless approved in advance by the Superintendent.

\*\*\*Includes Specialist, M.S.W., and double Master degrees.

In no case will the extension of experience factors extend any salary beyond the maximum for that schedule (except for Schedule A, 4., and Longevity).

SCHEDULE A (continued)

11. Longevity

Teachers shall receive the following cumulative longevity payments for teaching experience as credited in Warren Consolidated School District:

15 years - - - \$400.00  
20 years - - - \$400.00  
25 years - - - \$500.00

12. Salary Schedule for Nurses

Salary schedules shall be constructed as follows:

Non degree Nurses---90% of teacher BA salary schedule

Degree Nurses-----100% of teacher BA salary schedule

SCHEDULE B COMPENSATION FOR CO-CURRICULAR ASSIGNMENTS

The Board will grant extra pay to those who are selected by the Superintendent of Schools and who agree to perform the following co-curricular assignments beyond the routine school day.

The appointment to a position is for one (1) school year only. The Board of Education shall not use its right to terminate or renew appointments in an arbitrary, capricious or discriminatory manner. Each year a person who desires an appointment must make application by May 30th of the year preceding the year he desires such an appointment. Positions on these schedules will be filled as needed during the school year at the discretion of the Board of Education.

	78/79	79/80
	Pay Index for Co-Curricular Assignments	Percentage of Schedule A Base
1. <u>Athletics</u>		
Synchronized Swimming	.268	3.567%
Baseball, Head, H.S.	.661	8.798
Baseball, Reserve, H.S.	.545	7.254
Basketball, Head, H.S.	.893	11.886
Basketball, Reserve, H.S.	.711	9.464
Basketball, Grade 9	.579	7.707
Basketball, Grades 7 & 8	.496	6.602
Cheerleaders, H.S.	.600	7.986
Cheerleaders, Jr. H.	.420	5.590
Cross Country	.496	6.602
Drill Team	.268	3.567
Faculty Manager	1.204	16.026
Faculty Manager, Ass't	.661	8.798
Football, Head, H.S.	1.000	13.310
Football, Ass't H.S.	.802	10.675
Football, Grade 9	.669	8.905
Football, Grades 7 & 8	.570	7.587
Softball, H.S. (Girls)	.661	8.798
Swimming, Head, H.S. (Boys)	.793	10.555
Swimming, Ass't, H.S. (Boys)	.661	8.798
Swimming, H.S. (Girls)	.793	10.555
Tennis, H.S.	.628	8.359
Track, Head, H.S.	.810	10.781
Track, Ass't., H.S.	.645	8.585
Track, Head, Jr. H. (Co-ed)	.529	7.041
Track, Ass't. Jr. H. (Co-ed)	.446	5.936

SCHEDULE B COMPENSATION FOR CO-CURRICULAR ASSIGNMENTS (Continued)

Volleyball, H.S. (Girls)	.661	8.798
Volleyball, Grade 9 (Girls)	.579	7.707
Volleyball, Grades 7 & 8 (Girls)	.496	6.602
Wrestling, Head, H.S. (Boys)	.843	11.221
Wrestling, Ass't., H.S. (Boys)	.711	9.464
Intramural, Jr. H.	.430	5.723
Volleyball, Reserve, H.S.	.545	7.254

2. Scholastic

Building Head Driver Training	.714	9.504
Debate	.571	7.600
Debate, Reserve	.429	5.710
Forensics	.357	4.752
Play Director (no more than two)	.357/play	4.752/play
Radio Director	.357	4.752
Safety Patrol (1-15 rooms)	.286	3.807
Safety Patrol (over 15 rooms)	.357	4.752
School Paper, H.S.	.357	4.752
Service Squad (1-15 rooms)	.286	3.807
Service Squad (over 15 rooms)	.357	4.752
Stage Crew Director	.571	7.600
Stage Crew Assistant	.357	4.752
Student Activities, H.S.	.643	8.558
Student Activities, Jr. H.	.500	6.655
Yearbook, H.S.	.357	4.752

Compensation for the above assignments will be calculated for the 1978-79 school year by multiplying \$1500.00 times the applicable pay index for the assignment.

Compensation for the above assignments will be calculated for the 1979-80 school year by multiplying the Schedule A bachelor's degree base salary times the applicable percent for the assignment.

Any person appointed to a Schedule B assignment for the 1978-79 school year shall receive the dollar amount that he received for the 1977-78 school year or the dollar amount as computed above, whichever is greater.

Any person appointed to a Schedule B assignment for the 1979-80 school year shall receive the dollar amount that he received for the 1978-79 school year or the dollar amount as computed above, whichever is greater.

## SCHEDULE C

Any teacher who received payment under the provisions of Schedule C as provided in the 1970-71 Agreement shall continue to receive an amount equal to but no greater than the amount paid for said services or responsibilities during the 1970-71 school year, provided that said person or persons continue to be assigned to and perform the past duties of said job.

Teachers newly assigned or reassigned to Schedule C for the 1972-73 school year and/or thereafter shall receive the following flat rate in consideration of hours worked beyond the normal school day and special responsibility of the position.

### 1. Special Education Personnel

Acoustically Handicapped	\$300
Adjusted Studies	300
Aphasic	300
Diagnosticians	300
Homebound	300
Learning Development	300
Social Worker	300 + 1 week
Speech Therapists	300
Type A	300
Type B	300
Type C	300
Visually Handicapped	300

In order to be qualified for any special education differential, the employee must be certified in the areas for which he is employed.

### 2. Miscellaneous

A-V Specialists Secondary	\$ 300
Consultants	1200 + 2 weeks
Counselors	300 + 1 week
Media Elementary	300
Reading Clinician	300
Reading Specialist	300

### 3. Special Needs

Teachers who have 80% or more special education students in any state approved vocational class shall be eligible for the special education differential regardless of their special education certification or lack thereof.

### 4. Coordinator of Nurses

5% of Salary Schedule for nurses.

SCHEDULE D

Hourly remuneration for extra duties as assigned:

	<u>78/79</u>	<u>79/80</u>
1. Teachers of Driver Education and Substitute Rate	\$6.50	.068%*
2. Curriculum Workshops	6.00	.064%*
3. Adult and Summer School and Classroom Driver Education	7.00	.072%*
4. Music	6.00	.064%*
a.) Band Director, H.S.	f.) Elementary Instrumental	
b.) Band Director, Jr. H.	g.) Junior High Strings	
c.) Chorus Jr. H.	h.) Secondary Orchestra	
d.) Central Maintenance	i.) Vocal Music, H.S.	
e.) Elementary Choir		

The hourly rates for the 1979-80 school year will be calculated by multiplying the 1979-80 Temporary Schedule A bachelor's degree salary base by the applicable percent stated above.

\* The resulting amount shall be rounded to the nearest \$.10.

SCHEDULE E BUILDING CHAIRMEN

This provision shall not be operative for the duration of this Agreement.

Senior High

Social Studies	\$729
Business Education	729
Language Arts	729
Industrial Arts	729
Science	729
Mathematics	729
Physical Education	729
Foreign Languages	486
Homemaking	405
Art	405
Music	243

Junior High

Social Studies	\$567
English-Language Arts	567
Reading	567
Science	567
Mathematics	567
Vocational Education	567
Physical Education	567

Elementary

K-3	\$567
4-6	567

SCHEDULE E BUILDING CHAIRMEN (continued)

Release time shall be provided for Department Chairmen for use in the performance of his building responsibilities. Usage of the release time indicated above must be approved by the building principal.

Release time shall be provided for Department Chairmen for performance in system-wide meetings held during the normal school day.

Time for system-wide committees and related work after school shall be remunerated at the workshop rate.

Substitutes shall be provided Department Chairmen in paragraphs one and two above.

If after-school meetings are proposed, an agenda and beginning and ending times will be given well in advance and adhered to.

SCHEDULE F MILEAGE EXPENSE

Teachers required to drive personal automobiles in the course of their employment or otherwise using their automobiles in service to the District shall be reimbursed at the rate of 17¢ per mile for each mile traveled on school business.

SCHEDULE G SCHOOL CALENDAR 1978-79

K-12 1/2 DAY P.M. TEACHER ORIENTATION (A.M.)	September 27 - Wednesday
THANKSGIVING DAY - NO SCHOOL	November 23 - Thursday
NO SCHOOL	November 24 - Friday
LAST CLASS DAY - CHRISTMAS VACATION	December 22 - Friday
CLASSES RESUME	January 2 - Tuesday
MID-WINTER BREAK - STUDENTS ONLY NO SCHOOL	February 23 - Friday
TEACHER INSERVICE	February 23 - Friday
GOOD FRIDAY - NO SCHOOL	April 13 - Friday
EASTER MONDAY - NO SCHOOL	April 16 - Monday
CLASSES RESUME	April 17 - Tuesday
MEMORIAL DAY - NO SCHOOL	May 28 - Monday
LAST PUPIL DAY	June 22 - Friday
TEACHER RECORD DAY	June 25 - Monday
TOTAL PUPIL CLASS DAYS	181
TOTAL TEACHER DAYS	183

PARENT-TEACHER CONFERENCES

Elementary:

It is the responsibility of each teacher to arrange a conference with each parent during the week of parent-teacher conferences. Those that cannot be scheduled during the day set aside for this purpose shall be done in preparation time, after school afternoons, or evenings.

Kindergarten: Three (3) half days per section per semester.

RR-6 Three (3) half days per semester.

Junior High:

Parent-teacher conferences may be scheduled each semester. If such scheduling involves afternoon and evening time periods, release time for teachers will be provided.

SCHEDULE G SCHOOL CALENDAR 1979-80

TEACHER ORIENTATION	September 4 - Tuesday
RR-6 - 1/2 DAY - 7-12 FULL DAY	September 5 - Wednesday
K-12 - FULL DAY	September 6 - Thursday
THANKSGIVING DAY - NO SCHOOL	November 22 - Thursday
NO SCHOOL	November 23 - Friday
LAST CLASS DAY - CHRISTMAS VACATION	December 20 - Thursday
CLASSES RESUME	January 3 - Thursday
WINTER BREAK - NO SCHOOL	February 22 - Friday
WINTER BREAK - NO SCHOOL	February 25 - Monday
GOOD FRIDAY - NO SCHOOL	April 4 - Friday
CLASSES RESUME	April 14 - Monday
MEMORIAL DAY - NO SCHOOL	May 26 - Monday
LAST PUPIL DAY - ALL ONE-HALF DAY A.M.	June 12 - Thursday
TEACHER RECORD DAY	June 13 - Friday
TOTAL PUPIL CLASS DAYS	182
TOTAL TEACHER DAYS	184

THIS CALENDAR WILL PROVIDE FOR THREE (3), ONE-HALF ( $\frac{1}{2}$ ) DAYS OF INSERVICE TO BE HELD SO THAT NO MORE THAN 20% OF THE TOTAL DISTRICT'S STUDENTS WILL BE DISMISSED AT ONE TIME.

PARENT-TEACHER CONFERENCES

Elementary: It is the responsibility of each teacher to arrange a conference with each parent during the week of parent-teacher conferences. Those that cannot be scheduled during the day set aside for this purpose shall be done in preparation time, after school afternoons, or evenings.

Kindergarten: Three (3) half days per section per semester.  
 RR-6 Three (3) Half days per semester.

Junior High: Parent-teacher conferences may be scheduled each semester. If such scheduling involves afternoon and evening time periods, release time for teachers will be provided.

APPENDIX #1 MEMORANDUM OF UNDERSTANDING

Articles X, XVIII and XXII in-so-far as they relate to transfers due to reduction in force and lay-off shall be subject to further negotiations. Negotiations shall commence thirty (30) days after ratification of this agreement.

If agreement is not reached on or before January 15, 1979, the matter shall be submitted to George Bowles for binding arbitration on a last best offer basis. The arbitrator shall only be empowered to select either the Board's position or the Association's position.

APPENDIX #2 MEMORANDUM OF UNDERSTANDING

No later than thirty (30) days after the ratification of a bargaining agreement a committee of five (5) teachers and five (5) administrators will meet to plan workshops for the Warren Consolidated Schools on the subject of coping with job stress. The five (5) teachers will be appointed by the WEA President.

The recommendations of this committee will be forwarded to the Curriculum Steering Committee for their study and recommendations as prescribed in Article XXIV.

Any in-service project resulting from this process will be funded by the District.

APPENDIX #3 MEMORANDUM OF UNDERSTANDING

Whereas, the teachers of the Warren Consolidated Schools have been without a contract since August 15, 1978 and

Whereas, the parties have negotiated and have entered into a collective bargaining Agreement for the term of September 1, 1978 to August 15, 1980 and

Whereas, the parties are desirous of promoting harmonious relations by withdrawing all pending litigation and avoiding recriminations against all persons involved in any dispute related to negotiations and the aforementioned working conditions,

Now therefore, in consideration of the foregoing, it is hereby mutually agreed as follows:

1. The attorney for Warren Consolidated Schools will prepare and file a stipulation and order for dismissal, with prejudice and without costs to either party, of Civil Action No. 78-6390-CL entitled Warren Consolidated School District Board of Education v. Warren Education Association, Judith Locher, Dennis Pasini, Carol Kot, Fran Flasher, Joseph Iskra, William Martin, David Peckham, Michele Strojek, Jane Doe and John Doe.

APPENDIX #3 MEMORANDUM OF UNDERSTANDING (Continued)

2. The attorney for Warren Consolidated Schools will prepare and file with the Michigan Employment Relations Commission a Request to Withdraw, with prejudice, the Unfair Labor Practice charge in Case No. CU-78-I-42 entitled Warren Consolidated Schools v. Warren Education Association.
3. The Board of Education of Warren Consolidated Schools will not initiate, encourage, support, or condone any punitive, disciplinary, legal and/or administrative action against any teacher, or the Warren Education Association, its officers, agents, representatives, and employees as a result of any incident which arose from September 1, 1978 through September 25, 1978.
4. Neither the Warren Education Association nor any teacher member will discriminate, discipline or harass any student, parent, employee, agent or Board member as a result of any incident which arose during this period; nor will the Warren Education Association initiate or condone any punitive action against any teacher as a result of any incident which arose from September 1, 1978 through September 26, 1978.

APPENDIX #4 MEMORANDUM OF UNDERSTANDING

For the life of this agreement Prudential shall be retained as the Dental and Vision carrier unless mutually agreed to the contrary.

APPENDIX #5 MEMORANDUM OF UNDERSTANDING

It is mutually understood and agreed that one (1) of the four (4) required after-school activities will be attendance at the scheduled parent-teacher conference or open house. Each building principal will draft a list of after-school activities and the number of teachers required to attend each activity. Teachers shall sign up for one (1) activity on the basis of seniority with the most senior teacher signing first. Following this each teacher shall sign up for a second activity on the same seniority basis. This process will continue until each teacher has signed up for attendance at the required number of activities.

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*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

O.M.B. No. 44-R0003  
App. exp. March 31, 1980

February 6, 1979

Superintendent of Schools  
Warren Consolidated Schools  
29900 Lorraine  
Warren, Michigan 48093



Gentlemen:

We now have on file a copy of your collective bargaining agreement(s): covering the Teachers with the National Education Association. The agreement we have on file expired August 1975.

We would appreciate your sending us the following information to complete our files:

a copy of your current agreement  
number of employees covered 1500

*WEA*

Please return this form with your information in the enclosed envelope which requires no postage.

Thank you for your cooperation.

Sincerely yours,

*Janet L. N.*

JANET L. NORWOOD  
Acting Commissioner

Howard E. Chenoweth  
Associate Superintendent  
Warren Consolidated Schools  
29900 Lorraine  
Warren, MI 48093

*sent 2/14/79  
AMB*