

**2011 - 2013**

**AGREEMENT**

**NEW BUFFALO AREA SCHOOLS**

**and**

**NEW BUFFALO 5-C EDUCATION ASSOCIATION**

**(MEA-NEA)**

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AGREEMENT

NEW BUFFALO AREA SCHOOLS

-and-

NEW BUFFALO 5-C EDUCATION ASSOCIATION (MEA-NEA)

This Agreement made and entered into this 1st day of August 2011, by and between the Board of Education of the New Buffalo Area Schools, Berrien County, Michigan, hereafter referred to as the "Board," and the New Buffalo 5-C Education Association (MEA-NEA), hereinafter referred to as the "Association."

## ARTICLE I -- PURPOSE AND INTENT

Section 1: The general purpose of this Agreement is to set forth the wages, hours, terms, and conditions of employment which shall prevail for the duration of this agreement.

Section 2: The parties recognize their mutual obligation to bargain pursuant to Act 379, Public Acts of the State of Michigan of 1965, and Act 336 of the Public Acts of 1947, as amended.

Section 3: Therefore, the Board and the Association, for and in consideration of the mutual promises, stipulations, and conditions hereafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

## ARTICLE II -- RECOGNITION

Section 1: The Board recognizes the New Buffalo 5-C Education Association (MEA-NEA) as the sole agent for professional negotiations and collective bargaining relating to wages, hours, terms, and conditions of employment for the professional teaching staff of the New Buffalo Area Schools, excluding the certified employees primarily hired for the exercising of administrative authority, supervision or direction of employees and non-certified personnel. The bargaining unit does not include substitute teachers, per diem temporary employees, adult education teachers, athletic director, and the coordinator of special education. The Board further agrees that, for the duration of this Agreement or any extension thereof, it will not recognize nor bargain with any entity other than the Association. All references to male teachers shall also refer to female teachers.

## ARTICLE III -- BOARD RIGHTS

Section 1: Reserved exclusively to the Board are all responsibilities, powers, rights, and authority vested in it by the laws and constitution of the State of Michigan and of the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.

Section 2: The Board and the Association recognize that the optimum learning environment includes positive culture of learning and respect with a cooperative, collaborative, and collegial atmosphere shared by students, teachers, administrators, staff, parents, and community. Policies and practices adopted by the Board are intended to encourage a school culture of learning and respect that promotes engaged inquiry, reflection, and the thoughtful investigation of ideas and practices.

Section 3: It is agreed that the Board hereby retains and reserves unto itself, without limitations all the powers, rights, and authority which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, or those things covered by applicable law. These rights include, by way of illustration and not by way of limitation, the right to:

- (a) Establish policies, manage and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.
- (b) Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all personnel.

- (c) Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment or their dismissal, discipline, or demotion and to promote, assign, transfer, and lay off employees.
- (d) Determine the services, supplies, and equipment necessary to continue its operations.
- (e) Determine the number and location or relocation of its facilities and work stations and bus routes.
- (f) Adopt rules and regulations, as long as they are not inconsistent with this agreement or law.
- (g) Determine the financial policies, including all accounting procedures.
- (h) Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.

Section 4: Contract interpretation -- in the event of a claim of misinterpretation or misapplication of this agreement, the integrity of Board's rights as delineated in this article shall be preserved.

Section 5: Limitation on Board rights -- the exercise of the above powers, rights, and authority by the employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

#### ARTICLE IV -- TEACHERS' RIGHTS

Section 1: Nothing contained in this Agreement shall be construed to deny or restrict any teacher those rights he may have under the Michigan Revised School Code and Regulations, if any.

Section 2: Each teacher shall have the right, upon request in writing, to review the contents of his own personnel file, provided that all documents excluded from the definition of "personnel records" under the Bullard-Plawecki Employee Right to Know Act has been removed before it is made available to him. A representative of the Association may, if the teacher so desires, be requested to accompany the teacher in such review.

Section 3: A teacher shall be entitled to have present a representative of the Association during any meeting, which will or may lead to disciplinary action by the employer. When a request for such representation is made, no meeting shall be held with the bargaining unit member until such representative of the union is present not to exceed five (5) days. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the employer of the employee's right to representation.

Section 4: No teacher shall be reprimanded, disciplined or degraded in the presence of students.

Section 5: The complaint by a parent/guardian of a student, and/or students, directed toward a teacher may be called to the teacher's attention; however, no disciplinary action or report will be made part of the teacher's personnel file unless such complaint has been brought to the teacher's attention within a period of ten (10) school days after receipt of the complaint.

Section 6: Teachers who will be affected by a change in grade assignment, building assignment, subject assignment, or change in extracurricular assignments, will be notified and consulted as soon as is practical by their administrator and, whenever possible, prior to May 15. Teachers will be notified personally, and in writing, if any changes occur from May 15 and the last teacher workday and by certified mail if after the last teacher workday.

Section 7: Teachers shall be given at least five (5) working days advanced notice if transferred or reassigned. Teachers shall be given two hundred dollars (\$200) for non-instructional transition time necessary if transfer results in a forty (40) percent, or more, change in assignment and/or physical change in classrooms.

Section 8: Assignment of teachers to school positions and their transfers shall rest solely with the superintendent of schools after consultation and input from the building principal(s). The superintendent shall assign or transfer only certified and qualified teachers as defined in Article VI, Section 4 and 7 of this Agreement.

Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates and into positions for which they are not highly qualified.

Section 9: In the event the district receives a FOIA request for the personnel record(s) of any teacher(s), or any portion thereof, the district shall immediately provide the following to the affected teacher(s) and to the Association:

- (a) A copy of the FOIA request;
- (b) The name(s) of the requesting parties and all documents and all communications received by the district related to the FOIA request; and
- (c) Not later than 48 hours prior to their release, copies of all communications and documentation sent to the requesting parties by the district or other agents or attorneys.

## ARTICLE V -- ASSOCIATION RIGHTS

Section 1: The Board agrees to make available to the Association, in response to written requests, all public information, available information concerning the financial resources of the district, the preliminary budget, and such other information as will assist the Association, in developing intelligent, accurate, informed and constructive programs on behalf of the employees, preparing grievances and for contract negotiations. A service fee may need to be assessed to cover materials.

Section 2: The Board and the Association recognize that an optimum education environment includes a teacher who is working within his area of special competence. Therefore, the Superintendent shall post vacancies in each teacher lounge during the school year and shall provide opportunities for teachers to express their desires for changes in assignment for a period of five (5) school days after such notice. For vacancies that arise during the summer, teachers who are qualified and the Association President, will be notified by U.S. mail and/or email.

- (a) Teachers desiring a change in assignment should make their desires known by written notice to their respective principals before the end of the school year.

Section 3: The Association shall have the right to use school building facilities for meeting provided: (1) such meetings are held at hours other than pupil school hours or during school functions; and (2) advance permission for such usage has been given by the administration.

- (a) The Association shall have the right to use school equipment if not otherwise in use. The Association shall pay for the reasonable costs of all materials and supplies incident to such use.

- (b) Bulletin boards shall be made available for the use of the Association in the teachers' lounges only.
- (c) The Association may distribute all written material by placing such material in the teachers' mail boxes which shall be made available for such distribution.
- (d) All material, either posted or distributed, shall not be of a derogatory or defamatory nature.

Section 4: Association Membership. Each teacher shall have the right to freely join or refrain from joining the Association and shall not be discriminated against by reason of joining or refusing to join the Association or by reason of the institution of any grievance, complaint or proceeding under this Agreement against either party or another employee. Each teacher employed by the Board shall within thirty (30) work days from and after the effective date of this Agreement advise the Association in writing as to whether he desires to join the Association and pay dues, or pay a service fee. The gathering of said designations shall be the responsibility of the Association. The Association shall tabulate the results and immediately provide the same to the Superintendent, together with copies of the responses from each teacher.

Section 5: Financial Responsibility. Membership in the Association is separate and distinct from the assumption by a teacher of his equal obligation to compensate the Association for the benefits he receives from representation. The Association is required under this Agreement to represent all of the teachers in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Association. The terms of this Agreement have been equally made for all of the teachers in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each teacher in the bargaining unit shall pay equally for benefits received and that each assume his fair share of the cost of representation.

Section 6: Service Fee. Except as hereinafter provided, each teacher who is not a member of the Association in good standing or does not make application for membership within thirty (30) calendar days from his date of hire, shall as a condition of employment pay a service fee. The service fee shall be determined by the Association and shall be equivalent to each teacher's proportionate share of the cost of negotiating and administering the collective bargaining agreement but in no event shall it be more than the regular monthly Association membership dues uniformly required of employees who are members. The amount of said dues or service fee shall be that amount which the Association designates in writing during September of each year. If during the term of this Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful.

Section 7: Teacher Authorization. Each teacher may sign and deliver to the Board an assignment authorizing the deduction of Association dues or a service fee, as the case may be. Such authorization shall continue until revoked in writing by the teacher between August 1 and August 31 of any given year. Teacher authorizations for the deductions of Association dues, or for the payment of the service fee shall identify the teacher, the amount of each deduction, the period for which deductions are to be made, and shall be signed by such teacher.

Section 8: Board Responsibility. The Board shall deduct the authorized amount due from each teacher's pay and transmit the total deductions to the financial secretary of the Association within fifteen (15) calendar days following such deduction, together with a listing of each teacher from whom deductions were made, except that the Board shall not be required to make deductions authorized by a teacher during any pay period such employee did not provide services to the Board unless such teacher was on a paid leave of absence or receiving sick leave benefits authorized by this Agreement. The Board shall use its best efforts to make the aforesaid deductions in the manner set forth and assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies forthwith.

Section 9: Limitations. In the event a teacher who is obligated to, but fails to pay the Association dues or service fee directly to the Association, or to authorize payment through payroll deductions, such failure shall not cause the teacher to be terminated. However, the Board recognizes the right of the Association, based on the obligations set forth in this Agreement, to pursue collection of either the Association dues or the service fee by appropriate action in a court of competent jurisdiction. In no event shall the Employer be a party to such collection action.

Section 10: Conscientious Objections. Notwithstanding the foregoing provisions, any teacher whose personal beliefs prevent him from supporting the Association shall, so as to show good faith in view of the fact that other non-members of the Association must pay a service fee, agree to make a contribution as hereinafter provided. Such teacher shall pay a sum equivalent to the service fee required to be paid by non-members of the Association to a non-union, non-religious charitable organization mutually agreed upon by the Employer and the teacher furnishing a copy of the receipt thereof to the Association. The teacher may authorize a payroll deduction in the same manner as provided in (7) above. In the event a teacher shall not pay such sum directly to the charitable organization or authorize payment through payroll deductions, the Association shall have a right to pursue collection of said contribution by appropriate action in a court of competent jurisdiction pursuant to Section 9 above.

Section 11: Save Harmless. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

Section 12: Upon verification from the NBEA-5C, the district agrees to withhold in the next ten payrolls, from those employees who so authorize by properly executed payroll deduction authorization cards, the contents of which comply with all federal and state requirements, the Board agrees to deduct dues, or service fees for the Michigan Education Association, the National Education Association, MEA-PAC/NEA-PAC contributions and the New Buffalo 5-C Education Association, and remit the same to the New Buffalo 5-C Education Association no later than fifteen (15) days after the date the dues or fees have been deducted.

In addition, in the event an employee begins employment after the start of the school year, the above deductions to pay the dues or service fees shall be taken in equal amounts in the next ten pays or for the remaining pay checks in that school year, whichever is less.

- (a) The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues.

The Board agrees to give all diligence in complying with the provisions set forth in Section 12 of this article.

Section 13: At the beginning of each school year, the Association shall be provided with a total of ten (10) days to be used by Association officers or designated agents of the Association, such use to be at the discretion of the Association. The Association shall reimburse the Board for all days used at the then current daily substitute rate. The Association shall notify the superintendent two (2) days in advance.

## ARTICLE VI -- PROTECTION OF TEACHERS

Section 1: It shall be the responsibility of the teacher to report to his principal, in writing, the name and reason for the need of any student who, in the opinion of the teacher, needs particular assistance from

skilled personnel. The teacher shall, upon request, be advised in writing by the principal of the disposition of the teacher's report that a particular student needs such assistance.

Section 2: Teachers shall comply with the provisions of current teaching procedures established by the Board in dealing with the student discipline.

- (a) Any employee who is assaulted or threatened with bodily harm by an individual or group while carrying out his assigned duties shall as soon as possible notify his building principal or supervisor who shall notify the superintendent's office as soon as possible.
- (b) The Board's administrative and supervisory personnel and the teacher shall cooperate fully with the law enforcement authorities in connection with the latter's investigation and prosecution of any such offense. In the event court attendance is required of the teacher in connection with the prosecution by the district of any such offense, the teacher shall suffer no loss of pay for absence for such court attendance.
- (c) Personal Property: Employees who provide evidence of loss of personal property that is essential to the teacher performance such as clothes or a personal vehicle, but excluding non-essentials such as electronic devices, works of art, etc., shall not be unreasonably denied reimbursement when the loss arose out of the course of employment.

A maximum of \$500.00 reimbursement will only be made if the loss is not covered by or collected from an insurance policy.

- (d) A teacher may request to consult with his/her own legal advisor prior to discussing allegations, charges, or threats with law enforcement officials of Department of Social Services representatives.

Section 3: Seniority shall be determined by the length of continuous service with the New Buffalo Area Schools as a regular assigned bargaining unit member. Interruption of teaching service seniority will be frozen as a bargaining unit member if the teacher is assigned a non-unit position within the district. Length of service begins the first day a teacher reports to work as a regular assigned teacher. If more than one person has equal seniority, the following prioritized steps will be used:

- (a) Total number of years in the certification and qualification areas of instruction
- (b) Number of semester hours completed, beyond a bachelor's degree at the time of layoff.
- (c) If all else is equal, a public lottery would be conducted.

The Superintendent shall have no obligation to reassign or transfer employees during a reduction in staff or recall in order to create positions for tenure teachers or teachers with greater seniority, but may do so in his/her discretion. The Board shall have no obligation to create part-time positions.

The Board's obligation to pay salary under any staff member's individual employment contract or under this collective bargaining agreement shall terminate upon layoff, so long as the employee is paid for all days worked. A teacher who is laid off effective any time after the last working day of a school year, but prior to the commencement of the next school year, and who receives unemployment compensation benefits during the summer, who is then recalled to employment by not later than the fourth Wednesday student count day, will be paid according to an annual salary rate such that his unemployment compensation plus that annual salary rate will be equal to the rate of salary he would have earned for the school year had he not been laid off. Salary adjustment shall consist of deductions from the gross pay and will be prorated over the remainder of the current year.

#### Section 4: Definition of Certification and Qualification:

For the purposes of this Agreement:

“Certification” or “certified” shall be defined as the requirement to hold all certificates, endorsements and approvals required by law and/or the Michigan Department of Education Certification Code to serve in the position assigned. It is the teacher’s responsibility to file such certifications, endorsements or approvals with the District. The certification status of a teacher on file with the District shall be considered conclusive for all purposes under this contract.

“Qualification” or “qualified” shall mean that the teacher:

- (a) Possesses a major or minor appropriate with his/her assignment; and /OR
- (b) Meets all applicable standards for a “highly qualified” teacher under the No Child Left Behind Act, including the NCLB Final Regulations, 34 CFR 200.55-200.56, and the Michigan Definition for Identifying Highly Qualified teachers, as approved by the State Board of Education.

The Board's obligation to pay salary under any staff member's individual employment contract or under this collective bargaining agreement shall terminate upon layoff, so long as the employee is paid for all days worked. A teacher who is laid off effective any time after the last working day of a school year, but prior to the commencement of the next school year, and who receives unemployment compensation benefits during the summer, who is then recalled to employment by not later than the fourth Wednesday student count day, will be paid according to an annual salary rate such that his unemployment compensation plus that annual salary rate will be equal to the rate of salary he would have earned for the school year had he not been laid off. Salary adjustment shall consist of deductions from the gross pay and will be prorated over the remainder of the current year.

Section 5: The District shall pay all costs associated with fingerprinting and criminal background checks for all teachers.

#### ARTICLE VII – MENTOR TEACHER

A “mentor teacher” shall be assigned to a teacher in their first three years of classroom teaching upon employment in the District:

- (a) The “mentor teacher” shall be voluntary and, insofar as possible, shall be a tenure teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same grade, building or discipline as the probationary teacher. It shall be the duty of the mentor teacher to assist and counsel. The mentor teacher shall not be involved in the evaluation of the probationary teacher.
- (b) A mentor teacher shall be defined in accordance with section 1526 of Act 335 of the Public Acts of 1993.
  - (1) The mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee’s evaluation.
  - (2) Upon request, the administration shall make available reasonable release time, up to eighteen (18) hours per year, so that the mentor may work with the mentee and attend appropriate training during the regular work day. When possible, the mentor and mentee shall be assigned common preparation periods.
  - (3) The mentor’s evaluation shall not reflect his/her performance of mentor duties.

- (c) During the first year of a mentor/mentee relationship, the mentor shall receive a stipend in accordance with Schedule B, Section 7. In the event more than one mentor is assigned to a probationary teacher, the stipend and duties will be prorated accordingly. In return, during the first year, the mentor shall:
- (1) Meet with the mentee at least one time per week unless circumstances beyond the control of the mentor and mentee prevent the meeting;
  - (2) If the mentor and mentee have a common planning period, they must meet more frequently than once a week;
  - (3) Meeting length must be fifteen (15) minutes or greater; and
  - (4) Mentor is to receive, from the administrator, a copy of mentee's Plan I Teacher Development Plan (Appendix A) from the Professional Development and Appraisal Plan no later than October 1 and assist the mentee to implement the plan (no requirement for mentor to inform administration of progress).
- (d) In years two (2) and three (3), the mentor shall provide assistance as needed and shall receive a stipend in accordance with Schedule B, Section 7. This provision also provides a mentor teacher for two years to experienced teachers (new to the district having three years or more of teaching experience elsewhere).

#### ARTICLE VIII – PROFESSIONAL COMPENSATION

Section 1: The salaries of teachers covered by this Agreement are set forth in Appendix "A," which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement and shall be based on a normal teaching assignment during a regular school year of one hundred eighty three and one-half (183.5) days.

Section 2: For assigned or voluntary additional duties, the teacher shall be entitled to appropriate additional professional compensation as stated in Appendix "B." For all Board approved additional classroom teaching assignment duties not stated in Appendix "B," the employee shall be compensated on the hourly rate of .001 of B.A. base salary. Extra hours must be pre-approved, documented and turned in to the administration no later than one week afterwards.

Section 3: Teachers shall be required to report six (6) workdays prior to the first student days in the fall. However, first year teachers may be required to report one (1) additional day prior to staff reporting and may be compensated per Article IX, Section 13. At least two (2) days will be teacher work time prior to the reporting of students shall be for the purpose of in-room preparation and planning.

Section 4: A teacher shall only be released, with the principal's recommendation and the Superintendent's permission, from regular duties without loss of salary for no more than three (3) days per year for attending professional conferences related to his/her teaching discipline. Administrative initiated conference attendance should not count in these days.

Section 5: Every part-time teacher shall be paid in a ratio of his time spent in instruction on a weekly average and based on a 183.5 day work year and benefits prorated.

Section 6: All new full-time teachers hired to the system shall have a minimum of a bachelor's degree unless permitted by law. Teachers must also be certified and qualified for their teaching assignment.

Section 7: Credit for teaching experience outside the school system may be given to new teachers for their teaching experience up to eight (8) full years. Teachers may be advanced one (1) step on the salary schedule for each two (2) years of active wartime military service up to three (3) steps.

Section 8: A sum of up to two hundred dollars (\$200) per semester hour will be reimbursed for the graduate credit earned by a tenure teacher in the New Buffalo Area Schools and having a Michigan teaching certificate as defined in the Teacher Certification Code.

Reimbursement will be made as follows:

- (a) Semester hours earned for accredited institution courses required for continued, renewal, and re-certification (6 hours/5 years) or courses related to his/her teaching assignment,
- (b) Substantiating evidence of semester hours earned must be presented to the Superintendent ten (10) working days prior to the start of the next trimester. Contract adjustment will be made in the first payment of the new trimester.
- (c) To be eligible for payment in this section, a teacher must submit a written request specifying graduate hours to be taken with supporting information and receive written approval by the Superintendent (at least 20 days before the start of the course). The Superintendent will issue a written decision on the request within 10 days.
- (d) Reimbursement under this section shall only be made for coursework outside of the teacher contract time and not subject to registration fees. In the event the ISD offers credit after the class starts, the teacher may receive reimbursement for the course fees, less any registration fees paid by the district up to six (6) credit hours every five years.

The Superintendent will not arbitrarily deny a request. If a request is denied, the teacher may request a review by the association president and presented to the superintendent for an appeal decision. Such review and final determination shall be made as soon as possible, but in no case longer than two (2) weeks.

Section 9: All teachers required to travel to discharge their assigned duties outside the school district shall be reimbursed on a per mile basis, at the current IRS rate, July 1 each year, for miles traveled from the school building to the destination and return to school. The rate, as of July 1 of each year, shall remain constant throughout that school year (July 1 – June 30).

Section 10: Teachers achieving Bachelors + 18, Bachelors + 30/Masters Degree, Masters + 15, or Masters Degree + 30, status before the beginning of the new trimester shall be placed on the proper step for the remainder of the contract year. It is the teacher's responsibility to provide the documentation to the Superintendent's Office prior to the beginning of the new trimester.

Section 11:

403(b) Annuities

The New Buffalo Area Schools shall participate in the West Michigan Benefits Consortium Section 403(b) Tax-Sheltered Annuity Plan. The NBAS agrees that the following annuity vendors will be included in the Plan:

MEA-Financial Services (Paradigm Equities)  
Legends Employee Benefit Account  
Waddell & Reed, Inc.

It is further agreed and understood that any administrative fees or charges associated with this Plan will be borne by NBAS; however, not personal fees charged to an individual based on their vendor selection.

It is also agreed and understood that upon the presentation of proper authorization forms, the Board will deduct from a teacher's paycheck those amounts authorized by the teacher. Such approved deductions shall be made equally from the first and second paychecks of each month.

The Board will deduct from the teacher's pay, upon the presentation of proper authorization forms, credit union deductions which shall be deducted from all paychecks.

Section 12: Teachers may be requested to substitute for another teacher when necessary. In the event a teacher is utilized as a substitute at the request of the administration, the Board will grant additional compensation at the rate .001 of the B.A. base per hour spent as a substitute teacher. Subbing for less than or more than one hour will be prorated to the nearest .1, using normal rules of rounding. Teachers may provide input on the effectiveness of any substitute teacher who subs for them.

Section 13:

- (a) In the event local "in-service" training is offered by the District on a non-contract day, attendance at such in-service shall not be mandatory.
- (b) Teachers who participate in administrative approved professional development programs or committee work during the summer shall be compensated. Provided there is no reimbursement for graduate credit, compensation will be \$100 per day.

Section 14: All hours earned above the BA level must be graduate hours unless prior approval is granted by the superintendent.

Section 15: Zero or Sixth Hour - If zero and/or sixth period classes are offered, such positions shall be considered as bargaining unit positions and shall be posted and filled in accordance with the contract with qualified, bargaining unit members who apply.

Courses to be offered may be initiated by teachers or the Board and the Board shall approve all course offerings. If no qualified, bargaining unit members apply, external certified and qualified teachers may be hired.

Compensation shall be one-fifth of the BA base divided by three per trimester. Classes will be the equivalent to a trimester's hours.

Section 16: Off Schedule Payment – Teachers not receiving a step increase, will receive \$1000 for each of the 2011-2012 and 2012-2013 school years. Five hundred (\$500) will be paid in the first pay in December and \$500 in the first pay in March. Teachers with an ineffective evaluation will not be granted a step or off schedule payment.

## ARTICLE IX – TEACHING ASSIGNMENTS AND HOURS

Section 1: The teaching hours for all teachers employed by the New Buffalo Area Schools shall be as follows:

- (a) The teachers workday shall not exceed 7 hours and 35 minutes except for those meetings required under Section 3 of this Article provided, however, that the Board shall possess the

right and discretion to determine the length of the instructional day with the 7 hours and 35 minutes teachers' workday.

- (b) On Fridays and the last day of school prior to vacations, teachers may leave soon after bus departures. In case of emergency, a teacher may leave at the discretion of the principal.
- (c) All teachers shall be entitled to an uninterrupted, duty-free lunch period for a period equal to that granted students. A designated, student-free space for the faculty and staff shall be provided that includes: a refrigerator, microwave, sink, paper towel and soap dispenser, garbage can, and adequate tables and chairs. Faculty and staff shall leave the area clean.
- (d) The normal daily assignment in the middle and senior high schools shall include one (1) assigned preparation/conference period per day, or its equivalent, for any classroom teacher assigned more than 50% of the day. Two hundred minutes per week will be guaranteed to the building and trades instructor.
- (e) Elementary teachers may use for preparation all time which is currently provided by the various teaching specialists as long as these positions are maintained by the Board. Realistic attempts will be made to provide elementary teachers an average of 50 minutes daily for preparation and conferencing for all full student days.
- (f) Any classroom teacher assignment that is 50% or less, shall be provided with 1.5 hours of prep time, per week, at the .001 of the BA base rate in addition to their contractual instructional time.
- (g) Each teacher will attend those extracurricular activities in which his students have an active participation and in which the teacher has played an active role in preparation.

Section 2: The Calendar consisting of a minimum of 1098 hours with provisions made for make up days for the school years covered by the length of this contract shall be negotiated and adopted by the Board simultaneously with the contract. The state provision allows for 38 hours to be used for professional development and count as instructional hours.

Any revision to the calendar will be accomplished by the Superintendent and the Association president.

- (a) Teachers shall be responsible for regularly scheduled Parent Teacher Conferences and Open House visitation.
- (b) In any canceled student session days, it is agreed that bargaining members will be excused from reporting for duty unless it is a work day, i.e., PD day or curriculum day. In such cases, teachers may be required to report.
- (c) The New Buffalo Area Schools intends to provide a minimum of 1098 hours of pupil instruction as prescribed by state law. The first six (6) days or equivalent number of hours of instruction not held because of conditions beyond the control of the district will be counted as hours and days of instruction under state guidelines. Any hours or days beyond the allowable limit will be made up by the staff and mutually agreed and added to the calendar.

Any action by the Board to reduce the total workdays shall not cause a reduction in wages for days not worked.

- (d) When session days are delayed, teachers will report at least fifteen (15) minutes before the opening of the students' scheduled school day. It is understood that the normal day may have to be revised when the beginning of the day is delayed. However, the school day will not be extended beyond the normal close of the school day.
- (e) Any decision to cancel days, or delay the starting time, shall not be grievable.
- (f) Subsequent school year calendars shall be developed in accordance with state law, as amended.

### Section 3:

- (a) Faculty meetings are to focus on education and school issues of the New Buffalo Area Schools. Any activity that involves non-school related matters: such as, charities, annuity companies, etc. shall be voluntary and shall not take place during work hours or faculty meetings.
- (b) Up to twelve (12) faculty meetings (published in Teachers' Handbook) may be scheduled per school year. No more than three (3) meetings per year may last beyond sixty (60) minutes with teachers notified two (2) days in advance. No meeting shall exceed forty-five (45) minutes in length beyond the instructional day unless unusual circumstances exist. The meetings will be held on the first Monday of each month and two (2) others as needed.
- (c) During the year of North Central Evaluation, the principal may require additional meetings, not to exceed a total of fifteen (15) meetings.
- (d) Staff will be required to meet on the third Monday of the month in departments, grade level or content groups based on the District needs. The meetings will be held on the third Monday of each month and two (2) others as needed and the meeting will not exceed forty-five minutes (45) in length.
- (e) A tentative agenda for faculty meetings will be forwarded to the staff no later than the preceding Friday.
- (f) The second Monday of each month will be reserved for Curriculum Advisory Council (CAC) meetings and the fourth Monday of the month is reserved for union meetings.

## ARTICLE X -- TEACHING CONDITIONS

Section 1: To the extent possible and/or practical, the Board agrees at all times to keep the schools safe, reasonably and properly equipped, cleaned and maintained.

Section 2: The Board shall provide in each building, where physical facilities permit, at least one (1) teachers' work room equipped with large table or tables, and space for a professional library.

Section 3: Teachers shall be provided with parking facilities separated from student parking.

Section 4: Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever necessary and possible. Ideal class size for K-12 is 22 or fewer students. Realistic attempts should be made to achieve these goals as financial and other conditions, as determined by the Board, may allow. If the number of students in any K-3 classroom exceeds 23, or 27 in grades 4-5, the teacher will be provided with an aide upon request. The teacher will be consulted on who the aide will be and the principal will make a recommendation to the superintendent.

Section 5: All principals may, at their discretion, designate another certified employee, excluding guidance personnel, to act as "emergency principal" in their absence.

Section 6: The administration shall provide necessary information about students assigned to the teacher's class, such as, tether, probation, etc.

## ARTICLE XI – SCHOOL IMPROVEMENT AND ACCOUNTABILITY PROGRAM

Section 1: The Board, administration, teachers, and Association recognize the necessity of maintaining ongoing district-wide school improvement plans and the importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.

The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours, and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.

To the extent any proposed element of the district’s school improvement plan conflicts with the terms of the master agreement, the identified provision will be subject to re-negotiation at the request of the Board or Association. Any amendments to the agreement will be subject to ratification by the parties.

Section 2: Public Act 25 : School board members, school building administrators, teachers and other school employees, pupils, parents of pupils attending that school, and other residents of the school district shall be invited and allowed to voluntarily participate in the development, review and evaluation of the district’s school improvement plans.

Each building will have one SIP committee.

The committee may include teachers, administrators, parents, other school employees, and others in the community. Student input is encouraged through the Student Senate as topic appropriate issues arise.

- (a) The District will send the Association a list of all building SIP teams each year by November 1 of the school year.
- (b) The chairperson of the committee will be selected by the committee and shall receive 3% of the BA base.
- (c) Minutes and agendas will be required for all meetings with copies distributed to all building certified staff.
- (d) Committee decisions shall be by consensus.
- (e) All building SIP decisions, courses of actions, and proposed plans will be sent to the Superintendent and NBEA president. The committee recognizes that some decisions; such as, allocation of resources require Superintendent and/or Board approval as required by district policies.

Section 3: The conditions which follow shall govern bargaining unit members’ participation in any and all plans, programs, or projects included in the SIP.

- (a) The involvement of teachers in School Improvement and/or Professional Learning Communities is required for the professional development time taking place during the scheduled workday.
- (b) School Improvement Plan time outside the regular work hours shall be voluntary.
- (c) The act of participation or non-participation shall not be used as a criterion for evaluation or discipline, including the placement of any negative information in any bargaining unit member’s files related to SIP.
- (d) First year teachers shall not serve on committees except in instances of curricular review and the teacher is the only subject representative available in the building.

- (e) A teacher who is currently a mentee (2<sup>nd</sup> and 3<sup>rd</sup> year teachers and experienced teachers in their first district contract year) cannot serve on more than two (2) building and/or district committees in one school year.

Section 4: The individual school improvement teams through the building SIP chairpersons and building principals shall make recommendations to the Superintendent for his/her approval as to the types of decisions to be made. Recommendations may include, but not limited to the following:

- (a) instructional improvement
- (b) strategies to achieve the goals
- (c) P.A. 25, NCA, Michigan Yes!, and NCLB compliance
- (d) other types of decisions to be made by the committee

The School Improvement Committees shall not make any decisions, which are contrary to the provisions of the Collective Bargaining Agreement, Board policy, nor state law.

Section 5: The district will utilize PLC days for training in the Professional Learning Communities process following the Rick DuFour model. Early release, half days and full days will be provided in the calendar for the PLC process. The intent is to provide time for collaboration.

## ARTICLE XII -- SICK LEAVE/FUNERAL LEAVE

Section 1: Ten (10) days of sick leave per year with full pay shall be granted to each teacher at the beginning of each school year. However, in the event of termination or resignation, sick days shall be prorated one day per month worked.

Sick leave must be utilized in a minimum of one-half (½) day increments unless the teacher's absence can be covered at no additional costs to the School District. For the purpose of specifying the time, ½ AM will be 7:45 – 11:25 and ½ PM will be 11:25 – 3:05. For 2009-2011, the half day shall be defined as three (3) hours and 45 minutes.

Such sick leave may be used by teachers in case of necessary absence due to:

- (a) Personal illness (incapacity to work); doctor verification of illness may be required by the Board for any illnesses lasting five (5) consecutive working days or more, or whenever a pattern of absences raises the suspicion of abuse.
- (b) Illnesses of the teacher's spouse, child, mother or father;
- (c) For purposes of attending the funeral of a teacher's immediate family (spouse, father, mother, children, siblings, son-in-law, daughter-in-law, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, niece, nephew) and relatives living in the same household, or any other funeral with prior written permission of the Superintendent.
- (d) Occasionally, there are emergency situations that do not fit other leave requirements. The teacher shall submit a written request to the Superintendent and the decision to grant the request shall be in the sole discretion of the Superintendent. This leave provision will not be approved for vacations or other recreational pursuits.

- (e) The teacher shall complete a form prepared by the Board indicating the reason for the taking of his sick leave.
- (f) Upon request by the Board of Education, a teacher must submit a certificate from a medical doctor indicating that the teacher is capable of performing his/her essential job functions without posing a danger to himself/herself or others in the workplace.
- (g) Worker's Compensation shall be the exclusive salary benefit for an employee's illnesses or disabilities which are work-related provided the employee qualifies for the Worker's Compensation benefits.

Section 2: Unused sick leave days shall be allowed to accumulate for each teacher to a maximum of one hundred fifty (150) days.

- (a) Teachers hired after the beginning of the school year shall be credited with one (1) day of paid sick leave pro rata, to the nearest half day, for each month remaining in the school year, not to exceed ten (10) days.
- (b) Accumulated sick days will be noted on their individual contract at the beginning of each year.
- (c) Teachers who have reached the 150 day maximum accumulation, shall, at the beginning of each school year, be credited with ten (10) additional days of sick leave so that their total days available are 160 days during that school year. Up to, and including ten (10) sick leave days may be taken during that school year without deduction from the 150 day maximum accumulation. At the end of the school year, the maximum accumulation shall remain at 150 days unless a teacher has taken more than ten (10) shall be deducted from the 150 day maximum.

Section 3: Teachers will be allowed up to five school days funeral leave of absence for the purpose of attending the funeral of a member of the teacher's immediate family. Immediate family shall include spouse, father, mother, children, siblings, son-in-law, daughter-in-law, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, niece, nephew and relatives living in the same household. Permission for such leave days shall be granted by the superintendent. If the death or funeral occurs outside of the immediate geographical area, a copy of acceptable documentation must be submitted prior to such days being credited under this section of the contract. Funeral days are not accumulated.

Section 4: It shall be the responsibility of the teacher to comply with the reporting requirements of the PESG (AESOP) system as long as it is maintained in a contract by the district. The teacher shall call or log-on to report their unavailability for work due to ill health, injury, or other absence as described in Article XIII at least one (1) hour before his/her scheduled reporting time or as soon as possible due to unforeseen circumstances.

### ARTICLE XIII -- LEAVES OF ABSENCE

Section 1: Any teacher whose personal illness (incapacity to work) extends beyond the period compensated for in Article XIII may be granted a leave of absence of up to one year in accordance with the provisions of the Teachers' Tenure Act.

Section 2: Pursuant to the Family and Medical Leave Act of 1993, as amended, the employer shall abide by the provisions of the act and shall provide leave for the following situations:

- (a) Birth, adoption, or foster care placement of an employee's child;
- (b) Serious health condition of an employee's spouse, child, or parent;
- (c) The employee's own serious health condition.

All leaves shall be granted only in accordance with the provisions of the federal law. An employee requesting leave under the Act must do so as soon as practical. Eligibility for FMLA leave shall be determined on a previous twelve (12) month basis beginning with the date the leave begins. An employee requesting leave under the Act must do so in writing, as soon as practical, on a form provided by the Superintendent's office unless prevented by circumstances beyond the control of the employee.

This Family and Medical Leave section is not intended to interfere with the use of any other leave provision within this Article and shall include both paid and unpaid leave. The teacher may elect to reserve up to five (5) days paid sick leave/personal leave days for usage upon return to work. Any teacher who wishes to request a Family and Medical Leave will be granted such a leave of absence in accordance with Federal requirements.

Section 3: Any member of the certified staff who is required to serve jury duty shall receive his regular salary, less the documented juror fees paid by the Court for such service without loss of business, professional or sick leave days.

Section 4: All teachers shall be granted, with pay, two (2) days per year for personal business leave. Such leave shall be for the purpose of transacting business which cannot be transacted at a time other than during the school day.

- (a) A personal business day may be used for any purpose at the discretion of the teacher, except that personal business days shall not be used for any type of recreational pursuit, nor granted for the first day of school, the last day of school, the day prior to or the day following a vacation period or holiday.
- (b) Written notification of a business leave request shall be submitted to the teachers' principal using the form prepared by the school five (5) days in advance of the intended absence.
- (c) All leaves granted for personal business shall be subject to the approval of the Superintendent of Schools prior to their being granted.
- (d) It is recognized that there may be extenuating circumstances where the Superintendent may waive the restrictions in (a), (b), and (c). The Superintendent's decision may be appealed to the Board. The Board's decision is final and not grievable.
- (e) Any personal business day or days not used during a school year shall be added to the teacher's accumulated sick leave days at the start of the next school year.

Section 5: Upon return from a leave of absence, the teacher shall be restored to his same level on the salary schedule as when he left and be entitled to accrued benefits prior to said leave. Completion of 150 or more of the scheduled student days shall entitle a teacher to advance to the next salary step for the following school year.

Section 6: The decision to grant an unpaid leave request shall be in the sole discretion of the Superintendent.

#### ARTICLE XIV -- GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement, except that no matter within the jurisdiction of the State Tenure Commission will be subject to consideration under the Teachers' Tenure Act shall be considered as a grievance under this contract.

Those items excluded shall also include but not be limited to the following:

- (a) The termination or non-renewal of a probationary teacher.
- (b) The termination or demotion of a tenure teacher.
- (c) The assignment of extra-curricular positions.

Section 2: First Step: Grievances may be initiated by an individual teacher, or by the Association. Teachers either personally or with their representatives, or in the case of an Association grievance, Association representatives shall first discuss the matter with the principal within ten (10) school days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this manner. Within five (5) school days of the First Step meeting:

The principal shall provide a written response on the form mutually agreed to and shall submit the response to the grievant, Association and the superintendent.

Section 3: Second Step: Those grievances which have not been settled in the First Step and are to be appealed to the Second Step shall be submitted in writing to the Superintendent within ten (10) school days after the completion of Step 1, and shall state the facts upon which the grievance is based, when they occurred, the provisions of the contract which have been allegedly violated, the relief requested, and shall be signed by the teacher who is filing the grievance or an officer of the Association when the Association is filing the grievance.

The Superintendent, or his/her designee, shall meet with the grievant and/or Association representative or representatives within ten (10) school days after receipt of the grievance to consider the grievance. The Superintendent shall give a written answer to the aggrieved teacher and/or his Association representative or representatives within fifteen (15) school days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Superintendent.

Section 4: If the grievance has not been settled in the Second Step, the Association representative or representatives and not the individual grievant may process a grievance to arbitration provided such submission is made within fifteen (15) school days after receipt of the Second Step answer. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations then obtaining within the time specified above and such rules shall govern the arbitration hearing.

Section 5: The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement nor hear any matter, which is excluded from the Grievance Procedures in this Article. Any tenure teacher believing he has been unjustly discharged or demoted may appeal his discharge or demotion to the Tenure Commission pursuant to the Teachers' Tenure Act. Both parties agree to be bound by the award of the arbitrator provided the arbitrator has acted within the scope of his authority and subject to judicial review for legally recognized reasons. The Board and the Association shall share equally the arbitrator's fees and expenses.

Section 6: Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Association. Any waiver or extension of time limits shall be in writing and signed by both parties.

Section 7: The presentation and discussion of grievances provided for in this Article shall take place outside of the regular school hours, except during the first two (2) steps of this procedure (Sections 2 and 3 of this Article) which will be held during school hours so long as all persons involved could so meet without interference with their assigned duties.

Section 8: In the event grievances filed under this Article shall not be satisfactorily settled during the school year, they shall continue after the end of the school year with the weekdays Monday through Friday being as if they were school days in determining the time limits set forth above.

#### ARTICLE XV -- SALARY PAYMENT REGULATIONS

Section 1: Pay days shall be on alternate Fridays. Each teacher shall have a choice of receiving pay in twenty (20) or twenty-six (26) equal installments. So as to prevent the payment for services before they are performed and depending on the school calendar, the pays may have to be divided into twenty-one (21) or twenty-seven (27) equal payments.

Section 2: Personal payroll information will be available electronically throughout the year.

Section 3: A teacher terminating employment in the New Buffalo Area Schools, prior to the end of the contract year, shall be paid any outstanding monies due as soon as the amount can with due diligence be determined.

Section 4: The salary payment schedule of each teacher shall remain in effect from year to year unless he/she notifies the business office no later than July 1 of a desire to change the payment schedule for the following school year.

Section 5: All payments will be made using direct deposit for the employees.

#### ARTICLE XVI -- STRIKES AND LOCKOUTS

Section 1: The Board and the Association subscribe to the principle that differences should be resolved by appropriate and peaceful means, in keeping with the high standards of the professions, without interruption of the school program.

Section 2: Accordingly, the Association and/or teachers agree that, during the term of this Agreement, it or they shall not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

Section 3: In the event of a strike by bargaining unit members, the number of lost school days and hours shall be added to the school year so as to meet the minimum number of school days and hours required by the state.

Section 4: Also, the Board agrees that, during the terms of this Agreement, it shall not direct, instigate, participate in or support any lockout against the Association by the Board.

#### ARTICLE XVII -- TERMINATION PAY (AND RETIREMENT BENEFITS)

Section 1: Any teacher resigning after 10 or more years, or retiring from the district after five (5) years of continuous employment, at New Buffalo Area Schools may sell back to the school district all unused, accumulated sick days. If the individual is retiring from Michigan public school teaching, under the Public School Employees Retirement Act, then he shall be compensated at the rate of 50% of the top substitute pay for each accumulated day. If the individual is resigning from the New Buffalo Schools, after ten (10) or

more years of service in the district, then he shall be compensated at the rate of (\$25.00) for each accumulated day.

Section 2: Employer pick up of universal service credit:

- (a) The Internal Revenue Code (IRC) Section 414(h)(2) permits employer “pick-up” of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions. To the extent allowed by the Michigan Public School Employees Retirement System (MPERS) plan conditions, teachers may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit (such as Universal Service credit, maternity/paternity/child care and non-public school teaching, military active duty, sabbatical leave of absence, etc.)
- (b) Therefore, in order to permit tax deferral for these additional employee contribution amounts, the employer shall adopt the payroll resolution attached to this Agreement as Appendix “E” and implement the salary reduction (payroll authorization) agreement attached to this Agreement as Appendix “F” for any eligible teacher wishing to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest). The teacher that wishes to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest) shall enter into a binding irrevocable payroll deduction authorization by completing a copy of Appendix “E.” The teacher shall not have the option of choosing to receive the amount directly instead of having them paid by the employer to MPERS.

Section 3: Any teacher notifying the district, in writing prior to March 15 of an end of the school year resignation, shall receive a \$500 stipend to be paid in the last paycheck of the academic year.

## ARTICLE XVIII -- GENERAL

Section 1: Teachers shall assist in enforcing all student conduct policies and all Board of Education policies relating to student conduct. Teachers shall assist with the maintenance of control of students. However, all teachers shall observe rules respecting discipline of students as established by the Board or required by state law. The administration will provide teachers with reasonable assistance and support to enforce school policies. Individual teachers shall not be held accountable or responsible for the actions of other school employees.

Section 2: Teachers shall not be required to administer prescription drugs to students when at a school site, except in cases of emergency.

Section 3: Teachers shall not be required to perform the services of catheterization, suctioning and/or changing diapers, or any other services for which health care licensure is required.

Section 4: A teacher assigned a known special education student or a student with 504 Plan needs will be provided information regarding the needs of the student involved.

- (a) The employer or designee (not a classroom teacher) shall seek input before a student’s IEPC from each of the student’s general education teachers who will not be attending the student’s IEPC regarding behavioral strategies/interventions, necessary accommodations/program modifications, and support for personnel.

- (b) Any bargaining unit member who will be providing instructional or other services to a student shall be given the opportunity and time to consult with the general education teacher who will be participating at the IEP/504 Plan meeting.
- (c) Any bargaining unit member who will be providing instructional or other services in any setting, shall be informed of the student(s) who they are serving within five (5) school days after an IEP/504 Plan has been finalized or within five (5) school days after the beginning of a new trimester. The information provided will include: the student's name, the case manager's name, the disability, and the accommodations that are itemized in the IEP.
- (d) Bargaining unit members will have access to students' IEP/504 Plans at a centralized secure site in each building as designated by the responsible administrator. Additional information about a student's disabilities or accommodations shall be available upon request from the special education student's case manager or from the building's 504 administrator, to the extent that such disclosures can be made under State and Federal Law.

Section 5: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision, provided that invalidated provision involves a mandatory subject of bargaining.

Section 6: This Agreement shall supersede any rules, regulations or practices of the Board or the Association or teachers which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect.

#### ARTICLE XIX -- SEVERABILITY

The parties agree that any parts of this contract that are determined by MERC or the Appellate Court to embody prohibited subjects of bargaining or contain conditions not consistent with state and/or federal statute, shall not be enforceable.

#### ARTICLE XX -- INSURANCE

Section 1: The insurance year shall be September 1-August 31.

Section 2: The Association shall determine the insurance carrier and coverage and shall advise the Board of the coverage selected for each insurance benefit year and distribution rate to members.

Section 3: The Board shall contribute eighty five percent (85%) of the premium cost and the bargaining unit shall contribute fifteen percent (15%) of the premium cost and shall be payroll deducted from the enrolled teacher's compensation.

Section 4: To be eligible for insurance, a teacher must be employed .5 FTE or more. For teachers who are assigned to a less than full-time position the Board's contribution shall be pro-rated by using the fraction of the full-time rate the teacher is contracted to teach.

Section 5: For all teachers continuously employed, insurance benefits allowed shall not be terminated prior to September 1<sup>st</sup> for any teacher leaving the employment of the Board after June 1<sup>st</sup> of the same school year. The Board's FTE teacher contribution shall cease for any teacher whose employment ceases or who goes on an unpaid leave of absence, other than a leave of absence under the Family and Medical Leave Act.

Section 6: Coverage will be subject to the rules and regulations of the carrier. If allowed by the insurer, insurance coverage will become effective on the first day of work during the school year. Coverage will be paid on twelve (12) month basis for all teachers who work for the contract year September-June. A maximum of twelve (12) months of coverage shall be provided each eligible teacher, beginning with the first day of work through August of each year.

ARTICLE XXI-- DURATION

Section 1: This Agreement shall become effective as of the 1st day of August 2011 and the terms and provisions thereof shall remain in full force and effective through July 31, 2013.

Section 2: By May 1, 2013, prior to the expiration of this Agreement, or other mutually agreed upon date or at such other time as may be established by law, either party may initiate negotiations over a successor agreement. Such negotiations will include the subjects covered by this Agreement, unless so relieved by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in New Buffalo, Michigan on the 1st day of August 2011.

NEW BUFFALO 5-C EDUCATION ASSOC.

BOARD OF EDUCATION

\_\_\_\_\_

\_\_\_\_\_  
President

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\_\_\_\_\_  
Vice President

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Secretary

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Treasurer

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Trustee

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Trustee

**2011-2013 with Index BASE 36961**

**APPENDIX A**

**2011-2013 with  
Index BASE 36961**

Step	Bachelor Degree		BA+18		BA + 30 and Master Degree		MA+15		MA+30	
		Index		Index		Index		Index		Index
0	36961	1.000	39179	1.060	41470	1.122	42505	1.150	48049	1.300
1	38070	1.030	40324	1.091	42579	1.152	43614	1.180	49897	1.350
0-2	39918	1.080	42173	1.141	44464	1.203	45462	1.230	51745	1.400
3	42505	1.150	44797	1.212	47125	1.275	48049	1.300	53593	1.450
4	44723	1.210	47014	1.272	49380	1.336	51746	1.400	55442	1.500
5	46940	1.270	49269	1.333	51635	1.397	52485	1.420	57290	1.550
6	49158	1.330	51524	1.394	53889	1.458	54702	1.480	59138	1.600
7	49897	1.350	53741	1.454	56144	1.519	56920	1.540	60986	1.650
8	53593	1.450	55996	1.515	58435	1.581	59138	1.600	62834	1.700
9	55442	1.500	57844	1.565	60320	1.632	60986	1.650	64682	1.750
10	57290	1.550	59729	1.616	62205	1.683	62834	1.700	66530	1.800
12	59138	1.600	62094	1.680	64682	1.750	66530	1.800	68378	1.850
14	60986	1.650	63943	1.730	66530	1.800	68378	1.850	70226	1.900
16	62834	1.700	65791	1.780	69487	1.880	70780	1.915	75068	2.031

## APPENDIX B – EXTRA-CURRICULAR SALARY SCHEDULE

1. All positions listed are listed for purposes of a compensation scale for extracurricular duties, when such position is filled by a bargaining unit member. The fact that a position and salary is listed does not determine that a position in fact does exist. The Board of Education and administration determines each year what programs can be offered and who shall fill these positions in a given year.
2. Coaches' pay will be granted after completion of 1/3 of the season and 2/3 of the season. The final 1/3 will be paid after all responsibilities are completed. The season will be defined as beginning on the first date that the MHSAA allows practice in that event, and the end of the season to be the date of the last scheduled season event.
3. Non-athletic Appendix B positions will be compensated at the end of the trimester in which completion of the activity occurs.
  - (a) New positions: If any new extracurricular positions are added during the duration of this Agreement, the parties agree to negotiate the compensation for such in the event a bargaining unit member is granted the position.
  - (b) If a teacher/sponsor starts a new program that will be covered as Academic Coach, Club Sponsor, or Athletic Club in Appendix B, they must follow these guidelines:
    - Meet with the appropriate building administrator to explain the program, mission, goals, time involved, relationship to curriculum, etc.
    - Demonstrate interest of at least 10 students.
    - If principal approves, it will be submitted to the superintendent for approval/disapproval.

### TOURNAMENT PAY FOR COACHES

Coaching compensation for post-season regional tournaments and associated practices shall be compensated at an additional 1% of the BA Step 0 of Schedule A. Sports that have a regional bye are excluded until competition reaches the state level.

Additional scholastic tournament schedules for practice and competition shall be compensated at an additional 1% of the BA Step 0 of Schedule A.

### SECTION 1:

A. The percentages shown will be applied to the BA Step 0 amount on Appendix A for the first two years of service in that activity. For the third and fourth year of service in that activity, the percentages shown will be applied to the BA Step 1 amount. For the fifth, sixth, and seventh years of service in that activity, the percentage shown will be applied to the BA Step 2 amount. After eight or more years of experience the percentage will be applied to the BA Step 3 amounts. Experience must be in that activity in the New Buffalo Area Schools. Assistant coaching in the same activity will count as experience.

1. Bargaining unit members who meet the posted job qualifications shall be given first consideration for Appendix B positions when posted.

## SECTION 2 - ATHLETICS

	<u>Percent</u>
Athletic Clubs	2%
Baseball Varsity Coach	11%
Baseball Junior Varsity Coach	9%
Basketball Varsity Coach	13%
Basketball Junior Varsity Coach	10%
Basketball Freshman Coach	9%
Basketball Middle School Coach	8%
Cheer Coach HS - Varsity	5%
Cheer Coach MS (per season)	3%
Cheer Coach - Junior Varsity	3%
Cross Country Coach	11%
Middle School Cross Country Coach	7%
Elem. Sports Coordinator	3%
Football Varsity Coach	13%
Football Junior Varsity Coach	10%
Football Middle School Coach	8%
Golf Coach	11%
Soccer – Varsity	11%
Soccer – Junior Varsity	10%
Softball Varsity Coach	11%
Softball Junior Varsity Coach	9%
*Tennis Varsity Coach	11%
*Tennis Junior Varsity Coach	9%
Track Varsity Coach	11%
Track Junior Varsity Coach	9%
Track Middle School Coach	7%
Volleyball Coach	13%
Volleyball Junior Varsity Coach	10%
Volleyball Freshman Coach	9%
Volleyball Middle School Coach	8%

\*After at least one year as an Athletic Club.

## SECTION 3 - SCHOLASTICS

Academic Coaches	
Mock Trial	3%
Project Close-Up	3%
Science Olympiad or Envirothon – HS	4%
Science Olympiad – MS	3%
Science Olympiad – Elem	3%
Spelling Bee	3%
Geography Bee	3%
Project Close-Up	3%
Curriculum Advisory Council (see Appendix I)	3%
Quiz Bowl	4%
Annual Sponsor (not part of teaching load) High School	6%
Annual Sponsor (when part of teaching load)	4%
Annual Sponsor – Middle School	4%

SECTION 4 – FINE ARTS

Band Middle & High School	12%
* Band Director-Band Camp	4%
* Asst. Band Dir.-Band Camp	2%
Asst. Band Dir. – Marching Season	2%
Percussion Instructor	2%
Flag Corps	2%
Honor’s Choir	2%
Choir Director - Elementary	3%
Choir Director – Middle School	1.5%
Choir Director – High School	1.5%
Musical Production	5%
Play Production	4%

\*NOT DURING SCHEDULED SCHOOL DAYS

SECTION 5 – CLUBS

Club Sponsors	2%
Bison Trail	
Future Educators of America	
International Club	
National Honor Society – HS	
National Honor Society – MS	
Peer Mediation	
Project Pride	
SADD – HS	
SADD – MS	

SECTION 6 – CLASS SPONSORS

Class Sponsor:	
Senior Advisor	2%
Junior Advisor	3%
Junior Assistant	2%
Sophomore Advisor	2%
Sophomore Assistant	1%
Freshman Advisor	2%
Student Senate High School	5%
Advisor/Assistant	
Student Senate Middle School/Elem	3%
Advisor/Assistant	
Student Senate Elementary School	3%
5 <sup>th</sup> Grade Class Advisor/Camp	3%
5 <sup>th</sup> Grade Camp/Additional Staff	\$200 per night

SECTION 7 – DRIVER EDUCATION

Driver Education -- Per hour in car; teaching in classroom per Article IX Section 2 - \$22.00

SECTION 8 - MENTOR

Years 1 and 2	2%
Year 3	1%

## CALENDAR – 2011/2012

Aug	24	Professional Development / Classroom Preparation
	25	Professional Development / Classroom Preparation
	29	Professional Development / Classroom Preparation
	30	Professional Development / Classroom Preparation
	31	Professional Development / Classroom Preparation
Sep	1	Professional Development / Classroom Preparation
	6	First day students – ½ day (teachers - Classroom Prep in p.m.)
Oct	20	½ day students – Parent/Teacher Conf (1-4 and 6-8 p.m.)
	21	½ day students (teachers – PD in p.m.)
Nov	23-25	Thanksgiving Break
	30	½ day students – exams/records
Dec	1	½ day students – exams/records
	2	No students – Curriculum Day
	23	Winter Break begins
Jan	9	Classes resume
	26	½ day students – Parent/Teacher Conf – (1-4 and 6-8 p.m.)
	27	½ day students (teachers – PD in p.m.)
Feb	17	No school
	20	No School – Great Americans’ Day
Mar	7	½ day students – exams/records
	8	½ day students – exams/records
	9	No students – Curriculum Day
	30	No students – (teacher - 1/2 PD Day)
Apr	2	Spring Break begins (classes resume April 9)
	26	½ day students – Parent/Teacher Conf (1-4 and 6-8 p.m.)
	27	½ day students (teachers – PD in p.m.)
May	25	No students (teachers PD)
	28	No school – Memorial Day
June	3	Graduation
	6	½ day students – exams/records
	7	½ day students – exams/records
	8	Teacher record day

## CALENDAR – 2012/2013

Aug	22	Professional Development / Classroom Preparation
	23	Professional Development / Classroom Preparation
	27	Professional Development / Classroom Preparation
	28	Professional Development / Classroom Preparation
	29	Professional Development / Classroom Preparation
	30	Professional Development / Classroom Preparation
Sep	4	First day students – ½ day (teachers - Classroom Prep in p.m.)
Oct	18	½ day students – Parent/Teacher Conf (1-4 and 6-8 p.m.)
	19	½ day students (teachers – PD in p.m.)
Nov	21-23	Thanksgiving Break
	28	½ day students – exams/records
	29	½ day students – exams/records
	30	No students – Curriculum Day
Dec	21	Winter Break begins
Jan	7	Classes resume
	24	½ day students – Parent/Teacher Conf – (1-4 and 6-8 p.m.)
	25	½ day students (teachers – PD in p.m.)
Feb	15	No School
	18	No School – Great Americans’ Day
Mar	6	½ day students – exams/records
	7	½ day students – exams/records
	8	No students – Curriculum Day
	29	No school
Apr	1	Spring Break begins (classes resume April 8)
	25	½ day students – Parent/Teacher Conf (1-4 and 6-8 p.m.)
	26	½ day students (teachers – PD in p.m.)
May	24	No students (teachers 1/2 PD)
	27	No school – Memorial Day
June	2	Graduation
	5	½ day students – exams/records
	6	½ day students – exams/records
	7	Teacher record day

## DEFINITIONS

**PLC** is a school environment where all stakeholders study teaching and learning through analysis of data about student learning and research, engagement in collegial conversation, and application of proven practice.

**PLC** uses vertical and horizontal teams that work collaboratively, in an ongoing process, to focus on the results of student learning within the district.

**Teams** are defined as:

**Vertical Teams** – a school or district wide content area team (middle school, high school, or K-12 in the same content area)

**Horizontal Teams** – building (elementary, middle school, or high school), grade level teams in the same content area teams

**Professional Development Day** – part of an ongoing comprehensive professional development plan that addresses the long term professional needs of the individual as well as the long term change of practice in the building and district.

**Curriculum Plan Day** – this day occurs at the beginning of the new trimester and will be used as:

Elementary:	data-based curriculum adjustment
Middle School:	data based curriculum adjustment and planning for new trimester
High School:	curriculum planning for the new trimester day

**Classroom Preparation Day** – in-room preparation and planning.

**Exam/Record Day** – grading of exams, posting grades, elementary completes CA 60 recordings.

**APPENDIX D**  
**PAYROLL RESOLUTION**  
(Pursuant to Article XVII, Section 2-B of the Master Agreement)

WHEREAS Internal Revenue Code (IRC) Section 414(h)(2) permits employer “pick-up” of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, members may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit.

NOW THEREFORE BE IT RESOLVED that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS;

BE IT FURTHER RESOLVED that additional amounts herein specific, through payroll deduction from salary, are designated as being picked up by the employer and paid by the employer in accordance with MPSERS retirement plan requirements.

REPORTING UNIT NAME: \_\_\_\_\_(school district)

REPORTING UNIT NUMBER: \_\_\_\_\_

Approved by the Governing Board (school board)

DATE: \_\_\_\_\_

Secretary of the Governing Board (school board)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPENDIX E**  
Election of Retirement and Universal Service Credit Benefits  
ADDITIONAL RETIREMENT CONTRIBUTIONS  
PAYROLL AUTHORIZATION

A Michigan Public School Employees Retirement System (MPSERS) member, pursuant to statute, is permitted to: (1) redeposit member contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) elect permissive service credit purchase through additional contributions to the retirement system. Any additional amounts due may generally be paid by the member directly to the retirement system, or the member may request, and the employer may permit, deductions through payroll. I understand that my employer has adopted a resolution under the "pick-up" tax deferral provisions of Internal Revenue Code (IRC) Section 414(h) (2) and that tax deferral of any additional amounts due to the retirement system requires this irrevocable payroll deduction authorization. The employer resolution (and this agreement) shall take effect \_\_\_\_\_.

I hereby authorize and understand that this authorization is binding and irrevocable under IRC Section 414(h) (2) and my employer's resolution.

1. Deductions are to be made from my salary, for a total of \_\_\_\_\_ months in the amounts of \$ \_\_\_\_\_ per month with a final payment of \$ \_\_\_\_\_.
2. These are additional retirement contributions.
3. For the effective period of the agreement, payments are to be made by my employer. With this agreement in effect, I understand that MPSERS will only accept payment from my employer for the designated service and not directly from me.
4. My employer is obligated to make payment pursuant to this agreement only if there are sufficient funds from my earnings to do so after any other mandatory deductions.
5. This agreement shall remain in effect only until: a) payroll payments are completed, or b) termination of employment.
6. Selections shall be made and submitted to the business office no later than May 1 of any year.

REPORTING UNIT NAME (school district) \_\_\_\_\_ NUMBER \_\_\_\_\_

I irrevocably authorize the above payroll deductions under the conditions specified in my employer's resolution and this authorization.

EMPLOYEE NAME \_\_\_\_\_

EMPLOYEE SOCIAL SECURITY NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_

**APPENDIX F**  
**HEALTH INSURANCE**

Full-time bargaining unit members shall select either Plan A or Plan B. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

In the event a full-time (1.0 FTE) teacher, employed as of the date of ratification of this agreement, is subsequently rescheduled so as to become a part-time teacher, such teacher shall have the option to elect Plan "A" status. In the event a part-time teacher desires to elect Plan "A," he/she shall be allowed to so elect upon the condition he/she pays the difference in monthly premium between Plan "A" and Plan "B."

Plan A – For employees electing health insurance:

Choices II \$10/20 Rx (includes \$5,000 Basic Term Life with AD&D)  
LTD: 66 2/3% max. mo. salary \$7,500 5% minimum payout  
\$5,000 maximum monthly income Survivor Income Benefit – no  
90 calendar days modified fill Pre-existing Condition Waiver – yes  
Alcohol/Drug – same as any other illness COLA – no  
Mental/Nervous – same as any other ill Education Supplement Program – no  
Family Social Security offset Maternity Coverage, Rehabilitation Ben  
2 year Own Occupation Freeze on Offsets – yes  
Life: \$40,000 AD&D: \$40,000  
Vision: VSP-3 Plan year is July to July  
Delta Dental 6216-0002 (80/80/80/80: \$1,300; \$1,000 Class I, II & III maximum) Cleanings: 2

Plan B – For employees not electing MESSA health insurance:

LTD: 66 2/3% max. mo. salary \$7,500 5% minimum payout  
\$5,000 maximum monthly income Survivor Income Benefit – no  
90 calendar days modified fill Pre-existing Condition Waiver - yes  
Alcohol/Drug – same as any other illness COLA – no  
Mental/Nervous – same as any other ill Education Supplement Program – no  
Family Social Security Offset Maternity Coverage, Rehabilitation Ben  
2 year Own Occupation Freeze on Offsets – yes  
Life: \$50,000 AD&D: \$50,000  
Vision: VSP-3 Plan year is July to July  
Delta Dental 6216-0003 (100/90/90/90: \$1,500; \$1,000 Class I, II & III maximum) Cleanings: 2

**APPENDIX G**  
**ACCEPTABLE USE OF INTERNET/INTRANET**

Purpose:

- A. The parties recognize that the Internet/Intranet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment-related, and Association endeavors.
- B. Bargaining unit members' use of Internet/Intranet is appropriate under the following circumstances:
  - a. Support of the academic program;
  - b. Telecommunications;
  - c. Association activities, reasonable personal and recreational usage outside of the school day and not violating any express prohibitions of this agreement.
- B. The parties agree that all other provisions of this Agreement, including but not limited to: Grievance Procedure (Article XIII), Just Cause (Article XIV), Teachers' Rights (Article IV), Association Rights, remain in force and effect and the specific provisions outlined in this Article regarding acceptable Internet/Intranet use do not supersede any of the other provisions of this agreement.
- C. The district shall provide training or allow teachers to acquire training based on the standards identified in the State Teacher Technology Initiative assessment. Training may be provided on district equipment.
- D. Bargaining Unit members shall not be disciplined for a student's misuse of the Internet/Intranet when appropriate supervision is provided.
- E. The employer agrees to provide appropriate, regularly updated virus detection software on all district computers.
- F. The parties recognize that there is no legitimate expectation of privacy in electronic mail communications.
- G. The employee agrees to maintain confidentiality with regard to their passwords; however, it is understood that the Employer will have access to all bargaining unit members' passwords.
- H. Access to Internet resources is offered as a privilege for educational use. Unacceptable uses of Internet resources include, but are not limited to, the following:
  - An infringement on copyright.
  - The transmission or viewing of any material which is pornographic in nature, abusive, racial, gender offensive, ethnically offensive, defamatory, or an invasion of privacy.
  - Posting of goods and services and other transactions commercial in nature.
  - Activity viewed as detrimental to the stability and security of the Internet.
  - An activity otherwise prohibited by law.

**APPENDIX H**

**NEW BUFFALO AREA SCHOOLS  
Employee Absence Form**

Bereavement Leave – per Article XII, Section 1 (c) – “other funeral with prior permission of the Superintendent.”

Date \_\_\_\_\_

Name \_\_\_\_\_  
(As shown on payroll records)

Number of days requested and dates \_\_\_\_\_

Signed \_\_\_\_\_

Approval \_\_\_\_\_ Date \_\_\_\_\_  
(Superintendent Signature)

Denied \_\_\_\_\_ Date \_\_\_\_\_  
(Superintendent Signature)

## APPENDIX I

### Curriculum Advisory Council

The positions of Secondary Department Head and Elementary Curriculum Liaison will be internally reposted each year and selection will be determined through the Schedule B interview process. A teacher may serve as one department head position per school year. This position will be a one year term with a payment of 3% of the base currently on Schedule B.

Department Heads will be selected in the following areas for middle and high school jointly, creating a balance when possible: Science, English, Social Studies, Math, Fine Arts, Practice Arts ( Health, Smart Lab, Business, Vocational, and Trades), and Special Education. The Elementary-Curriculum Liaisons will be selected in the following areas: Math, English, Science, Social Studies, and Specialist (Art, Music, Spanish, Physical Education), and Academic Support Group (counselor, intervention specialist, Special Education).

The Department Heads and Liaisons will be responsible for the following tasks:

- A) Facilitate and report on at least six yet not to exceed eight vertical content group meetings per year.
- B) Collect and collate departmental materials such as but not limited to curriculum maps, syllabi, scope and sequence documents, and final exams.
- C) Attend all Curriculum Advisory Council meetings.
- D) Serve as a communication point for the department represented.
- E) Serve as the instructional leader for the content area and serve on the PLC planning committee and the professional development planning committee.
- F) Communicate and connect documents between elementary and secondary level content areas.

\*Letter of Agreement 11/17/2009

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