

**2015 - 2018**

**AGREEMENT**

**NEW BUFFALO AREA SCHOOLS**

**and**

**NEW BUFFALO 5-C EDUCATION ASSOCIATION**

**(MEA-NEA)**

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NEW BUFFALO AREA SCHOOLS

-and-

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

This Agreement made and entered into this 1st day of July, 2015, 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. The School Board seeks to promote 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: 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 2: A teacher shall be entitled Weingarten Rights.

Section 3: A written complaint by a parent/guardian of a student, and/or students, directed toward a teacher may be called to the teacher's attention.

Section 4: 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 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 3: 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 or any outside agency doing an investigation. The Child Protection Law 722.623 Section 3 "immediately clause" may be evoked.

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.

Section 4: The District shall pay all costs associated with fingerprinting and criminal background checks for all teachers.

Section 5: The District will notify teachers of their certification status during the year when their certificate on file is expiring. Teachers must have their renewal on file, in the District Office, prior to the first workday of teaching of the following school year. If a teacher does not have the renewal in place, they will be required to purchase a 90-day substitute permit for the upcoming school year in order to maintain certification status. The 90-day substitute permit must be in the District Office before the first day of school. The expectation is that the teacher will have their full certification in place before the 90-day substitute certificate expires; if not, the teacher will be reduced to substitute status.

#### ARTICLE VII – MENTOR TEACHER

A "mentor teacher" shall be assigned to a teacher in their first three years of classroom teaching.

- (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. Each mentor teacher shall only be responsible for one probationary teacher at any given time.



- (b) A mentor teacher shall be defined in accordance with section 1526 of the Revised School Code.
- (1) 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.
- (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 and one-half (180.5) days, during the 2015-2016 school year. Starting in 2016-2017 school year the teacher workdays will be increased to 185.5.

Section 2: Teachers shall be given at least five (5) working days advanced notice if transferred or reassigned, after the beginning of the school year. Teachers shall be given two hundred dollars (\$200.00) for non-instructional transition time for a physical change in classrooms.

Section 3: 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 \$35 Per Hour Extra hours must be pre-approved, documented and turned in to the administration no later than one week afterwards. Teachers assigned an addition class period in a trimester will receive additional compensation in the amount of \$3500 and additional \$500 if the class is a new preparation during the trimester.

Section 4: Teachers shall be required to report four (4) 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. All four days before the start of school will be teacher professional development days.

Section 5: A teacher shall only be released, with the principal's and superintendent's approval, from regular duties without loss of salary for attending professional conferences related to his/her teaching discipline.

Section 6: Every part-time teacher shall be paid in a ratio of his time spent in instruction on a weekly average and based on a 180.5 workday year and benefits prorated, during the 2015-2016 school year. Starting in 2016-2017 school year the teacher workdays will be increased to 185.5.

Section 7: All new full-time teachers hired to the system shall have a minimum of a bachelor's degree unless permitted by law.

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.
- (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: 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.  
VALIC  
Plan Member

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.

Section 11: 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 of \$35 per hour. 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 12:

- (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 13: All hours earned above the BA level must be graduate hours unless prior approval is granted by the superintendent.

Section 14: An off-schedule payment of \$500 will be paid to each bargaining unit member in October, 2015, December 2016, and December 2017.

## 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 within the 7 hours and 35 minutes teachers' workday (7:40 AM to 3:15 PM grades 6-12 and 7:55 AM to 3:30 PM grades Pre K - 5).
- (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. Cross over teachers will not be required to do lesson plans for middle school non-core classes.
- (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 \$35 Per Hour 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. A minimum of 175 days of Instruction for the 2015-2016 school year, increasing to 180 days in school year 2016-2017 and beyond.

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. Teachers will be paid on cancelled days/hours, but will not receive additional compensation if the days/hours are required to be rescheduled.
- (c) The New Buffalo Area Schools intends to provide a minimum of hours and days of pupil instruction as prescribed by state law. Any hours or days beyond the allowable state limit will be made up by the staff and added to the calendar with an agreement between the superintendent and association president .

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 working 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 working Monday of the month in departments, grade level or content groups based on the District needs. The meetings will be held on the third working 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 working Monday of each month will be reserved for Curriculum Advisory Council (CAC) meetings and the fourth working 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: 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: RSC Section 1277: 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. 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.

- d. 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.

## 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.

Sick leave must be used in one-half (½) hour increments unless the teacher's absence can be covered at no additional costs to the School District. A teacher's day will be calculated at seven hours, five minutes, per day (7.2).

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 individual circumstances or a pattern of absences raises the suspicion of misuse.
- (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, life partner, father, mother, children, siblings, son-in-law, daughter-in-law, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, 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 if the absences are not electronically recorded.

- (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, life partner, father, mother, children, siblings, son-in-law, daughter-in-law, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, 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 (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 XII 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.



- (d) A qualifying exigency arising out of the fact of that the employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status).
- (e) Care for a covered service member with a serious illness or injury if the employee is the spouse, son, daughter, parent, or next-of-kin of the covered service member.

All leaves shall be granted only in accordance with the provisions of the federal law. 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 (Within 30 days), 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. Jury fees will be turned over to the district except expense reimbursements 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. The provisions regarding arbitration are subject to the Michigan Uniform Arbitration Act MCL 691.1681.

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. 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: 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 voluntarily resigning without cause or misconduct 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. Retiring teachers shall be compensated at the rate of 50% of the top substitute pay for each accumulated day. Teachers resigning from the district, 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 voluntary resignation without cause for misconduct, 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 IEP from each of the student's general education teachers who will not be attending the student's IEP 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.

Section 7: An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

#### 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 July 1 – June 30. The open enrollment period will be the month of September.

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.

Section 3: The Board shall contribute eighty percent (80%) of the medical benefit plan cost and the bargaining unit shall contribute twenty percent (20%) of the medical benefit plan cost, which amount shall be payroll deducted from the enrolled teacher's compensation.

Section 4: To be eligible for insurance, a teacher must meet the requirements of the Affordable Health Care Act. 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.

Two Person coverage is defined as employee/ spouse or employee/child. Full Family is defined as employee, spouse, and child(ren).

Section 5: For all teachers continuously employed, insurance benefits allowed shall not be terminated prior to July 1st 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, as long as the employee contribution portion has been paid.

ARTICLE XXI - DURATION

Section 1: This Agreement shall become effective as of the 1st day of July 2015 and the terms and provisions thereof shall remain in full force and effective through June 30, 2018.

Section 2: By May 1, 2018, 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 herein have executed this Agreement in New Buffalo, Michigan on the 1st day of July 2015.

NEW BUFFALO 5-C EDUCATION ASSOC.

BOARD OF EDUCATION

Brenda S. Cook P  
Christina E. DeKal VP  
Anna M. Keller  
Mary Jo Cooper  
Shirley Strong  
[Signature]

[Signature] President  
C. E. [Signature] Vice-President  
Judith A. [Signature] Secretary  
[Signature] Treasurer  
Roger [Signature] Trustee  
[Signature] Trustee  
Frank [Signature] Trustee

## APPENDIX A – SALARY SCHEDULE

2015 – 2018

Step 1	40,000
Step 2	41,200
Step 3	42,400
Step 4	43,600
Step 5	44,800
Step 6	46,000
Step 7	47,200
Step 8	48,400
Step 9	49,600
Step 10	50,800
Step 11	52,000
Step 12	53,200
Step 13	54,400
Step 14	55,600
Step 15	56,800
Step 16	58,000
Step 17	59,200
Step 18	60,400
Step 19	61,600
Step 20	62,800
Step 21	64,000
Step 22	65,200
Step 23	66,400
Step 24	67,600
Step 25	68,800
Step 26	70,000
Step 27	71,200
Step 28	72,400
Step 29	73,600
Step 30	74,800
Step 31	76,000

Plus Step 77,700

Teacher must have at least an effective evaluation.



## 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.

### SECTION 1:

The percentages shown will be applied to the Step 1 amount on Appendix A. Bargaining unit members who meet the posted job qualifications shall be given first consideration for Appendix B positions when posted.

### SECTION 2 - ATHLETICS

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%
Wrestling Varsity Coach	12%
Wrestling Middle School/Asst. Varsity	10%

\*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%
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%
Musical Production		6%
Play Production		5%

\*NOT DURING SCHEDULED SCHOOL DAYS

SECTION 5 – CLUBS

Club Sponsors	
Bison Trail	2%
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 Advisor/Assistant	5%
Student Senate Middle School/Elem Advisor/Assistant	3%
Student Senate Elementary School	3%
5 <sup>th</sup> Grade Class Camp Teacher	\$300 per night
5 <sup>th</sup> Grade Camp/Additional Staff	\$200 per night

SECTION 7 – Mentor

2% of Step one

**DEFINITIONS**

**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.

## CALENDAR – 2015/2016

Aug	31	Professional Development
Sep	1	Professional Development
	2	Professional Development
	3	Professional Development
	8	½ day Students – Teachers Classroom Prep (afternoon)
Oct	29	½ day Students – Parent/Teacher Conf (1-4 and 6-8)
	30	½ day Students and Teachers
Nov	20	Exams (students and teachers full day)
	23	½ day Students – Exams/Records
	24	½ day Students – Exams/Records
	25-27	Thanksgiving Break (resume on 11/30)
Dec	21	First Day of Winter Break (resume on 1/04)
Feb	4	½ day Students – Parent/Teacher Conf (1-4 and 6-8)
	5	½ day Students and Teachers
	12	No School
	15	No School – Great Americans’ Day
Mar	2	Exams (students and teachers full day)
	3	½ day Students – Exams/Records
	4	½ day Students – Exams/Records
	28	No School
Apr	4-8	Spring Break (resume on 4/11)
May	5	½ day Students – Parent/Teacher Conf (1-4 and 6-8)
	6	½ day Students – Teachers PD (afternoon)
	30	No School – Memorial Day
June	6	½ day Students – Exams/Records
	7	½ day Students – Exams/Records
	8	½ day Students – Exams/Records
	9	Teacher Record Day

## CALENDAR – 2016/2017

Aug	29	Professional Development
	30	Professional Development
	31	Professional Development
Sep	1	Professional Development
	6	½ day Students – Teachers Classroom Prep (afternoon)
Oct	27	½ day Students – Parent/Teacher Conf (1-4 and 6-8)
	28	½ day Students – (afternoon PD for teachers)
Nov	21	Exams (students and teachers full day)
	22	½ day Students – Exams/Records
	23	½ day Students and Teachers – Exams
	24-25	Thanksgiving Break (resume on 12/01)
Dec	21	First Day of Winter Break (resume on 1/04)
Feb	2	½ day Students – Parent/Teacher Conf (1-4 and 6-8)
	3	½ day Students – (afternoon PD for teachers)
	20	No School – Great Americans' Day
Mar	8	Exams (students and teachers full day)
	9	½ day Students – Exams/Records
	10	½ day Students – Exams/Records
Apr	3-7	Spring Break (resume on 4/10)
	14	½ day – Students and Teachers
May	11	½ day Students – Parent/Teacher Conf (1-4 and 6-8)
	12	½ day Students – (afternoon PD for teachers)
	29	No School – Memorial Day
June	7	½ day Students – Exams/Records
	8	½ day Students – Exams/Records
	9	½ day Students – Exams/Records

## CALENDAR – 2017/2018

Aug	28	Professional Development
	29	Professional Development
	30	Professional Development
	31	Professional Development
Sep	5	½ day Students – Teachers Classroom Prep (afternoon)
Oct	26	½ day Students – Parent/Teacher Conf (1-4 and 6-8)
	27	½ day Students – (afternoon PD for teachers)
Nov	20	Exams - full day - Students and Teachers
	21	½ day Students - Exams/Records
	22	½ day Students and Teachers - Exams
	23-24	Thanksgiving Break (resume on 11/27)
Dec	20	First Day of Winter Break (resume on 1/03)
Feb	1	½ day Students – Parent/Teacher Conf (1-4 and 6-8)
	2	½ day Students – (afternoon PD for teachers)
	19	No School – Great Americans’ Day
Mar	7	Exams - full day - Students and Teachers
	8	½ day Students – Exams/Records
	9	½ day Students – Exams/Records
	30	½ day - Students and Teachers
Apr	2-6	Spring Break (resume on 4/09)
May	10	½ day Students – Parent/Teacher Conf (1-4 and 6-8)
	11	½ day Students – (afternoon PD for teachers)
	28	No School – Memorial Day
June	6	½ day Students – Exams/Records
	7	½ day Students – Exams/Records
	8	½ day Students – Exams/Records

**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 is 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 SS# \_\_\_\_\_

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 Deductible: \$200/\$400  
 \$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 max) Cleanings: 2

Plan B – For employees not electing MESSA health insurance: Employees taking Plan B shall receive an annual annuity paid by the board in the amount of \$600 in September annually.

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

Plan C - MESSA ABC 1 (minimum deductible as set by IRS)

Annual Deductible: \$1,300/\$2,600 single  
 \$2,600/\$5,200 2 pp/FF  
 Annual Out-of-pocket Maximum:  
 \$1,000/\$2,000 single  
 \$2,000/\$4,000 2 pp/FF  
 Life: \$5,000  
 AD & D: \$5,000

\* Refer to December 2015 letter of agreement.

**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 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 (classroom teachers), 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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