

MASTER AGREEMENT

Between the

QUINCY EDUCATION ASSOCIATION, MEA/NEA

and the

QUINCY COMMUNITY SCHOOLS BOARD OF EDUCATION

2013-2016

Amended June 2015

QUINCY COMMUNITY SCHOOLS

QUINCY, MICHIGAN

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Section 1 BASIC CONTRACTUAL PROVISIONS

EDUCATION ASSOCIATION AGREEMENT**Section 1.1**

This agreement entered into this March 27, 2013 by and between the Quincy Education Association, MEA/NEA, a voluntary, incorporated association, hereinafter called the "Association" affiliated with the Michigan Education Association, hereinafter called the "MEA", and the National Education Association, hereinafter called the "NEA", and the Quincy Community School District, hereinafter called the "Board".

PREAMBLE**Section 1.2**

WHEREAS, The Board and the Association recognize and declare that providing a quality education for the Quincy Community School District is their mutual aim, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual conveyance, it is hereby agreed as follows:

RECOGNITION**Section 1.3**

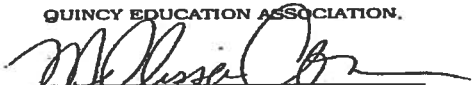
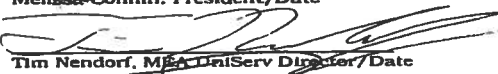

- A. The Board hereby recognizes the Association as the exclusive negotiating representative, as defined in Section 11 of Act 379, Public Acts of 1965, for the following full-time certificated professional teaching personnel under contract; such personnel includes those on tenure, probation, classroom teachers, guidance counselors, and librarians, but excluding administrators, department heads that have budget, evaluation, and curriculum responsibilities, supervisors, evening and summer school teachers, office and clerical and maintenance operating, cafeteria and transportation employees, substitute teachers and all other employees of the District.



The term teacher, when used hereafter in this Agreement, shall refer to all personnel represented by the Association in the negotiating unit as above defined. It is clearly understood concerning the above reference to probationary teachers that the right to evaluate and place on tenure or deny tenure and/or process dismissal, rests entirely with the Board. To the extent that any other provision of this agreement shall be inconsistent with the foregoing, this provision shall be regarded as controlling. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons in writing.

B. The Board agrees not to negotiate with any other Teachers' organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement.




Duration of Agreement **Section 1.4**

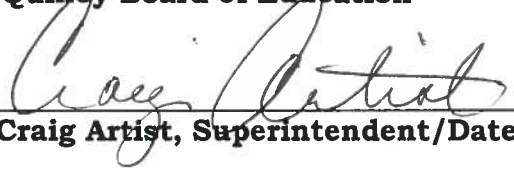

This Agreement shall be effective upon ratification of both parties and shall continue in effect until June 30, 2016. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

QUINCY EDUCATION ASSOCIATION.

Melissa Connin, President/Date

Tim Nendorf, MEA UniServ Director/Date

Tim Pauley, Negotiations Team/Date 12/4/13

QUINCY BOARD OF EDUCATION

Craig Artist, Superintendent/Date 12/4/2013

Keith Preston, President/Date 12/4/13

Contract modified May 18, 2015 for Wages and Benefit changes to include Step and lane increases and an \$800 off schedule payment to certified staff at Step 16 at the end of June 30, 2015. There was a zero (0%) increase to the Salary Schedule. See other modifications in bold throughout the document.

Quincy Education Association

Richard Adams, President/Date 6/10/15

Tim Pauley, Negotiations Team/Date

Anita Szczepanski, MEA UniServ Director/Date

Quincy Board of Education

Craig Artist, Superintendent/Date

Keith Preston, President/Date

SUBSTITUTE TEACHERS

Section 1.5

The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number to call before 7:00 a.m. to report unavailability, it shall be the responsibility of the administration to arrange for substitute teachers.

PERSONNEL FILES

Section 1.6

- A. Teachers shall be permitted to review their personnel files and see all documents which have originated after the initial period of employment. Teachers shall also be afforded the opportunity to review all new material to be included in the personnel file prior to its inclusion in such file. The teacher may submit a written notation regarding any such material which shall be attached to the file copy. A representative of the Association may accompany the teacher in a review of such personnel file.
- B. If a teacher is asked to sign material placed or to be placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- C. Complaints received by the administration regarding a teacher which are serious enough to warrant the inclusion of such complaint in the teacher's personnel file will be promptly called to the attention of the teacher.
- D. If a Freedom of Information Act request is made for a member of the bargaining unit, the district will notify the affected teacher, if possible, before the information is released.

PROFESSIONAL GRIEVANCE PROCEDURE

Section 1.7

- A. A grievance shall be an alleged violation of the expressed terms of this contract.
- B. The Association shall designate representatives to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative in Step One and Two as hereinafter described and the superintendent and/or the superintendent's designated representative (a maximum of two) to act in Step Three as hereinafter described.
- C. The term "days" as used herein shall mean school business days.
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant (s);
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 4. It shall cite the section or subsections of this contract (or written Board policy) alleged to have been violated;
 - 5. It shall contain the date of the alleged violation;
 - 6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth by more than 5 days at the level at which the grievance is rejected for the above stated reason. All other time limitations as hereinafter set forth shall be rigidly enforced.

Step One - A teacher believing he/she has been wronged by an alleged violation of the express provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve the same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Step Two.

Step Two - Within five (5) days of receipt of the grievance, the principal shall meet with the grievant and the Association in an effort to resolve the grievance. Disposition of the grievance by the principal shall be made in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant and the Association. If the grievant and/or the Association is not satisfied with the disposition of the grievance by the principal, or if no disposition has been made within the period provided, the grievant or Association may appeal the grievance to Step Three, in writing, within ten (10) days after the meeting with the principal as provided for above.

Step Three - A copy of the written grievance shall be filed with the superintendent or designated agent as specified in Step Two with the endorsement thereon of the approval or disapproval of the grievant and/or the Association. Within ten (10) days of receipt of the grievance, the superintendent or the superintendent's designated agent shall arrange a meeting with the grievant and/or a maximum of two (2) designated Association representatives at the option of the grievant to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or the Superintendent's designated agent shall render a decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in the superintendent's office. If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and/or the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda of the Board's meeting not less than ten (10) days prior to the next regularly scheduled Board meeting.

Step Four - Upon proper application as specified in Step Three, the Board shall allow the teacher and/ or the Association representative (not to exceed a maximum of two (2)) an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event except with express written consent of

the Association shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing. A copy of the written decision of the Board shall be forwarded to the superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the Secretary of the Association.

Step Five - If the decision of the Board is unsatisfactory to the grievant and the Association, or if no decision has been rendered by the Board within the 30 day limitation established above, the Association may proceed, within forty (40) days of the Board hearing as provided in Step Four above, to appeal the decision to arbitration. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

- E. The fees and expenses of the arbitrator shall be shared equally by both parties.
- F. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employment of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of the grievant's employment) shall be barred.
- G. The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers without the teacher or his/her express approval.
- H. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
- I. The time limits provided in this Section shall be strictly observed but may be extended by written agreement of the parties. In tile event a grievance is filed after May 15, of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

SCHOOL CALENDAR

Section 1.8

An effort will be made to adopt a joint calendar with Bronson, Coldwater, and the Branch Area Careers Center. The calendar shall include:

For the term of this contract there shall be a minimum of 1,098 hours of student instruction scheduled. In the event of school being cancelled due to weather conditions or other emergencies the time will be made up at the end of the school year and in negotiations with the Association in order to correct the problem. In addition, if requirements change regarding hours/days necessary to meet the State of Michigan minimal standards, the Board will negotiate with the Association in the next agreement in order to meet the minimum requirements of the State.

1. 172 Full days and 4 half days of instruction, one (1) full day when teachers do not report in exchange for p.m. Parent Teacher conferences.
2. Five paid holidays.
3. Seven (Nine for new paid employees) paid non-instruction days, of which, five of these days will be used for Professional Development.
4. New employees will report two days prior to the returning staff.

The school calendar as established shall be incorporated as Section 6.2 in the master agreement. The Quincy Community School District must comply with MCLA 388.1703 of the state school act. The law is explicit stating that each school district must have 1098 hours. The first 30 hours lost because of inclement weather, fire, epidemics or health conditions as defined by city, county, or state health authorities shall not be counted as hours of public instruction. This law mandates a flexible ending date of the school calendar. If lost hours exceed 30 the parties agree to meet to negotiate any additional time needed to meet state mandated minimum. If, at any time during the life of this agreement, it becomes lawful to count as days of pupil instructions, days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to severe storms, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When an act of God or an employer directive forces the closing of a school or other facility of the employer, association members shall be excused from reporting to duty without loss of pay. Days lost due to the school closing under the foregoing circumstances shall not be rescheduled unless the number of hours falls below the state mandated minimum. To the extent that any other provision of the collective bargaining agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

In the event any teacher receiving unemployment compensation benefits that is associated with his/her regular teaching assignment, due to weather, or for any reason, the collective compensation shall not exceed the annual contractual salary

previously agreed to. The individual teacher contract will be based upon 180 days of instruction and the beginning date of the contract will be the date of the preschool conference and the ending date will be June 30, the last day of the school's fiscal year. Any day that is closed for previously stated reasons is a non-contract day.

CONTINUITY OF OPERATION

Section 1.9

The Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any teacher take part in, any strike, slowdown, or stoppage of work, boycott, picketing, or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with a provision of this section shall be cause for whatever disciplinary action is deemed necessary by the Board.

PROFESSIONAL DUES OR FEES & PAYROLL DEDUCTIONS

Section 1.10

- A. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-thirteenth of the union dues from 13 regular paychecks beginning with the first pay period in October. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments during the first three months period of employment.

- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment pay as a service fee to the Association an amount equal to the amount of money which the Association certifies in writing as a cost equal to the negotiation and administration of this Agreement, provided, however, that the teacher may authorize payroll deduction for such service fee in the same manner as provided in paragraph A of this section. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deductions, as provided in paragraph A, the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this section is just and reasonable cause for discharge from employment.

- C. The Board will remit to the treasurer of the Association the total deducted fee, once per month, and payable on the second pay period of the month. The Association agrees to promptly advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this section, and not otherwise available to the Board.
- D. Upon appropriate written authorization from the teacher the Board may deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Board.
- E. Subject to their right to select the attorney and assume the legal defense of the Board, the Association agrees to indemnify and save the Board, including each individual school board members, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with the provisions of this section. The Board further agrees to supply all necessary information for the defense of the Association.

SECTION 2 EMPLOYMENT RELATIONSHIPS

ASSOCIATION AND TEACHER RIGHTS

Section 2.1

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that those teachers recognized in Section 1.3 shall have the right to organize, join, and support the Association. As a fully elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the Act or other law of Michigan or to Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association or collective professional negotiations with the Board, or their institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. Likewise, the Association and all its members agree to recognize the right of teachers to refuse to join the Association; and the Association and its members agree that they will in no way discriminate against or coerce any teacher who elects to exercise this right.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights they may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

- C. Local authorized representatives of the Association shall be permitted to transact official Association business of a local nature on school property provided that this shall not interfere with or interrupt normal school operations, and provided notice as to time and place is given to the building principal or principals involved.
- D. The Association shall have the right to use school facilities and equipment, including typewriters, duplicating equipment, calculating machines, and all types of audio-visual at times, when such equipment is not otherwise in use as determined by the building principal. The Association shall pay for the school cost of all materials, supplies, and repairs incident to such use.
- E. The Association shall have the right to post notices of activities on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers.
- F. The Board agrees to make available to the Association in response to requests available information concerning the financial resources of the district, including annual financial reports and audits, register to certificated personnel, county allocation board budgets, agendas and minutes of all Board meetings, monthly financial statements, membership data, names and addresses of all teachers, salaries paid, thereto, together with information which may be necessary for the Association to process any grievance or complaint.
- G. All communications, including evaluations by administrators, commendations, and validated complaints directed toward the teacher which are included in the personnel file, shall be called to the teacher's attention at the time of the inclusion.
- H. The rights granted herein to the Association shall not be granted or extended to any competing labor organization during the life of this Agreement.
- I. Teachers shall be expected to exercise care with respect to the safety of pupils and property of pupils and the Board but shall not be responsible for loss or damage to any such property when such loss or damage is not the fault of the teacher.
- J. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.
- K. The Board shall make available in each school, exclusively for teaching and administrative staff use, lavatory facilities and a faculty lounge.
- L. The Association shall be allowed up to 5 (five) days per school year to conduct Association business or duties. The cost of the substitute teacher shall be covered by the Association.

TEACHER AND ASSOCIATION RESPONSIBILITIES

Section 2.2

- A. Teachers realize that there are responsibilities to honor Board policies and Administrative regulations. No teacher shall assume administrative or supervisory authority unless so requested by an administrator or direct teachers to disregard administrators or supervisors.

- B. Association officials who are not employees of the District shall not enter the District's premises with out securing permission in advance from the administration of the schools. This provision shall not apply to the permanently assigned MEA UniServ Director servicing the Quincy Education Association, provided such business is of a local nature and he/she has complied with the provisions as established in Section 2.1 (C).

- C. The Association and its members and all teachers agree to notify the Board as soon as possible of their intention to continue employment with the District and in any event each teacher agrees to return a signed contract issued after the master contract has been ratified to the Board for the coming school year or submit a written resignation within fifteen (15) days after contracts are issued by the Board.

SCHOOL BOARD AND MANAGEMENT RIGHTS

Section 2.3

- A. The Board, on its own behalf and on behalf of the electors of this District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, in right:
 - 1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during regular school hours and school sponsored activities;

 - 2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;

 - 3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;

 - 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

 - 5. To determine class schedules, responsibilities, and assignment of

teachers.

- B. The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, district, or local laws or regulations as they pertain to education.

SENIORITY AND INDIVIDUAL CONTRACTS

Section 2.4

- A. Seniority shall be computed from the first date of hire providing ones service is continuous from the date of the initial contract. A resignation or a release for just cause is the only way seniority time can be interrupted. Time spent on Board approved leave and lay off status will count toward seniority. Time spent on leave or lay off status will not count toward continuous service time for placement on the salary schedule. Future employees seniority will include the time of day when the initial contract is signed.
- B. The individual contract, executed between each teacher and the employer is subject to the terms and conditions of this Agreement.

TEACHER EVALUATION AND PROGRESS

Section 2.5

- A. A Mentor Teacher (as defined by School Code) shall be assigned to every probationary teacher upon entrance of the teacher into the system, according to state mandates.
 - 1. Teachers wishing to be a Mentor Teacher should make an application with the building administrator. Bargaining unit members will be given first consideration and may decline to serve as a Mentor.
 - 2. An effort shall be made to match mentor teachers and probationary teachers who work in the same building and have the same areas of certification. When possible, the Mentor and probationary teachers will be assigned a common planning time.
 - 3. Every effort will be made to assign a **Pathwise** trained mentor to new teachers who have less than four (4) years teaching experience. The **Pathwise** mentor will have no more than one mentee during the two (2) year cycle. The **Pathwise Mentor** will be compensated as stated in

Section 5.4.C of Schedule B. Pathwise training expenses may be shared by MEA and the district if funds are available through MEA.

PROFESSIONAL BEHAVIOR

Section 2.6

- A. A teacher shall at all times be entitled to have present a representative of the Association when they are being reprimanded, warned, or disciplined for any infraction of rules. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- B. Any unlawful use, distribution, or possession of illicit drugs or alcohol on school property or at its activities will not be tolerated by the Board. Disciplinary action will follow any known violation, including administrative action leading to dismissal, as well as notification to proper legal agencies. In some violation instances a rehabilitation program may be required for continued employment. Any employee with a substance abuse problem, seeking proper treatment, should consult with their physician for a proper and confidential referral.

SECTION 3 TEACHING CONDITIONS

TEACHING HOURS AND CLASS LOAD

Section 3.1

- A. Teachers will be required to report to their assigned school buildings no later than ten (10) minutes before the opening of the pupils' regular school day in the morning.

Teachers shall be permitted to leave ten (10) minutes after the close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher.

- B. Teaching Hours:

Elementary

- 7:50 Teachers Report
- 8:00 Students Report
- 3:00 Students Dismiss
- 3:10 Teachers Excused

MS & HS

- 7:50 teachers Report
- 8:00 Students Report
- 2:45 Students Dismiss
- 2:55 Teachers Excused

- C. When tardiness is determined, it shall be subject to progressive disciplinary action and/or deduction of compensation. Compensation, when deducted, will be deducted in one-quarter hour intervals. Compensation will not be deducted for the first two occurrences of tardiness in the school year if less than twenty minutes late.
- D. The Board recognizes the principle of the previously stated workday, and will set work schedules and make professional assignments which can reasonably be completed within the stated workday.
- E. A class is a group of students which conforms to Section 3.2 Pupil-Teacher ratio and has one single attendance record. The teaching load for all teachers in the middle/high school will not exceed five (5) class periods and a seminar (or similar responsibility) per semester or four (4) class periods and a seminar (or similar responsibility) per trimester with no more than three (3) class preparations when ever possible. Assignments to a supervised study period shall be considered a teaching period for purposes of this section. The normal weekly teaching load in the elementary schools shall not exceed five hours of classroom teaching per day. Instructional hours will automatically increase when needed to meet state requirements. When adjustments are needed in the instructional schedule necessary to meet the required level of total instructional hours, the Board will collaborate with the designated Association representatives. Failure to reach agreement on the required additional hours will mean the Board will add instructional hours/minutes on to the end of the school day.
- F. All teachers shall be entitled to a thirty (30) minute uninterrupted lunch period. In case of an emergency teachers may be called upon for assistance. Teachers must be at their teaching stations by the end of the lunch period.
- G. Elementary teachers will be provided two duty-free recess periods each day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.
- H. Conference/Planning
 - 1. Middle/High school conference/planning periods are to mirror one academic class period in time.
 - 2. Elementary (K-5) conference/planning period shall have minimally three hundred 80 (380) minutes/week of uninterrupted planning time with at least fifty (50) consecutive uninterrupted minutes of planning time per day.

Conference/Planning periods shall be used for such things as thorough preparation, conferences with parents, teachers, and administrators, and special assistance to students. Principals will be sensitive in using conference periods as professional development time. Conference time shall not be used or spent on any unconnected or non-school activity. In addition it is expressly

understood that teachers will not leave their building during conference time for personal errands or the like.

- I. If a teacher shall teach more than the normal teaching load as set forth in this section, they shall receive additional compensation at the rate of \$22.50 for the duration of this agreement for each teaching hour in excess of such norms; this rate will be pro-rated at 15 minute intervals to accommodate longer or shorter class period schedules.
- J. Principals have the right to call one mandatory meeting per week on a designated day for up to one hour. The faculty of each building (elementary, middle and high school) by a vote of 2/3 majority is to work with the principal of that building to set and approve the designated hour.
- K. There may be one open house scheduled each year for all grades K thru 12 and all faculty are to be in their assigned rooms for this event. Faculty will set a tentative date for the open house at the beginning of the school year. Should in the case of a high school trimester schedule, open house and parent/teacher conferences need to be change, the principal of the building and the faculty of that building with a vote of 2/3 majority shall decide a format that will best serve all parties (parents, students, teachers and administrators).
- L. All teachers, 6 thru 12, may be assigned a home room at the building principal's discretion. Grades 9 thru 12 will have one or two paid sponsors at the discretion of the school principal involved and following Schedule B. Chaperoning of extra-curricular events is recognized as a professional responsibility of all teachers.
- M. All K thru 5 teachers are urged to attend all regular scheduled Jennings Parents Organization meetings.
- N. All K thru 5 teachers are to supervise their class or respective class representatives at all special day time or evening programs.
- O. There will be two (2) regular scheduled parent-teacher conferences per year for all grades K thru 12.

TEACHING CONDITIONS

Section 3.2

- A. The primary duty and responsibility of the teacher is to teach. The Board recognizes its responsibility to strive for quality education through adequate facilities and leadership. The pupil-teacher ratio is an important aspect of an effective educational program. The nature and severity of handicapped students will be considered when determining class size. The parties agree that class size should be lowered wherever possible to meet the following standards:

1.	Elementary K-2	28	Maximum
2.	Elementary 3-5	29	Maximum
3.	Middle School	30	Maximum
4.	Secondary	30	Maximum
5.	Physical Education	45	Maximum

Anytime a classroom teacher's caseload is over the maximum she/he will be compensated at \$7.50 per student per day. Class sizes at all levels shall have students equally distributed. Students having an IEP (Individualized Educational Program) and/or a 504 Plan will be evenly distributed among the classrooms at each grade level and/or department.

- B. The Board agrees to make available in each school adequate typing, duplicating, computers, etc. and clerical personnel to aid teachers in the preparation of instructional material.
- C. The Board shall provide each teacher with the supplies required for daily teaching responsibilities.

ACADEMIC FREEDOM

Section 3.3

Whereas it is recognized that the ability of pupils to progress and mature as individuals is a result of their total environment, the parties seek to educate in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights, and to instill appreciation of the values of individual personality.

STUDENT DISCIPLINE AND TEACHER PROTECTION

Section 3.4

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears to the administration that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the administration will make appropriate referral.
- B. A teacher may exclude a pupil from one class period when the grossness of the offense, the persistence misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as their teaching obligations will allow, full particulars of the incident in writing.
- C. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of their rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. Time lost by a teacher in connection with any incident mentioned in this section shall not be charged against the teacher.
- E. No action shall be taken upon any complaint by a student or parent of a student directed toward a teacher until after consultation with said teacher, nor shall any notice thereof be included in said teacher's personnel file until such matter is reported in writing to the teacher concerned.

- F. Teachers that have requested and received written permission from their building principal to utilize their personal property for the purposes of instruction on school premises shall be rendered harmless against theft, damage or destruction to the extent provided by the District's liability insurance policy then in full force and effect. The District's liability shall not exceed that amount covered by its insurance carrier and all claims against the District shall be expressly subject to those restrictions or other provisions established by the District's carrier and payable by such insurance carrier.

SECTION 4 LEAVE OF ABSENCE

LEAVE WITH PAY

Section 4.1

It has been determined between the Association and the Board that a better solution concerning the Leave of Absence Section 4 will be a work in progress. However until such time, the present language will take precedent.

A. Sick Leave

1. For the first two years at Quincy all teachers shall be granted a maximum of ten (10) sick leave days per year, without loss of pay for absences due to personal illness or accidental injury. After two years at Quincy all teachers shall be granted a maximum of fifteen (15) sick leave days per year, without loss of pay for absences due to personal illness or accidental-injury. The ten (10) days and the fifteen (15) days sick leave will be granted the first work day of the school year.
2. Teachers shall accumulate sick leave days to a maximum accumulation of one hundred five (105) days.
3. The Board will furnish a written statement, payroll statements of earnings and deductions, at the beginning of each school year and every pay period from thereon, setting forth the total number of sick leave days accumulated by the teacher. This statement at the beginning of the year will include the ten and/or fifteen sick leave days granted for the current year. Proof of the personal illness or accidental injury may be required at any time. The teacher shall return to work as soon as they are physically able to perform the normal and usual duties of employment. After release by the doctor to return to the duties of employment from an extended illness, any follow-up medical examinations to monitor the teachers condition are covered under this provision for sick leave.
4. Any teacher who is absent from duty because of any injury or illness compensable under the Michigan Workers Compensation Act shall receive from the Board the difference between the allowance under the Workers Compensation Law and their regular salary until the accumulated sick leave equivalent is exhausted.

5. Teachers with advance knowledge of a physical condition which will cause them to utilize the provisions of this article shall provide the Board, if practicable, a minimum of four (4) months advance notice of such impending condition. The notice shall be filed with the Office of the Superintendent and be accompanied by a physician statement specifying the expected period of incapacitation and whether or not in the physician's judgment the teacher can safely perform their duties to the District in the interim period. The Board may request the teacher to provide periodic updates on their physical and/or mental condition from the attending physician both before, during and after the period of incapacitating illness, as described in this section (5) only.
6. Teachers shall prepare general lesson plans for the substitute to ensure continuity in the classroom during the anticipated period of absence. Emergency situations wherein the teacher becomes ill or disabled without advance notice and the attending physician has certified that the teacher is physically and or mentally incapable of performing this task shall hereby be expressly exempted.
7. "Immediate Family" shall be deemed to include parent, husband, wife, co-habiting significant other, son or daughter-in-law, child, mother or father-in-law, brother or sister, brother or sister-in-law, grandchild, or grandparent. In the event of death to the employee's spouse, parent, or child an additional five days may be granted to the teacher and deducted from the teacher's sick leave, at the time the death occurs.
8. Up to ten (10) days of sick leave will be granted for care of an ill or injured immediate family member.
9. Emergency Sick Leave - If a teacher has used their family illness days for the current year, as defined in Section 4.1 A 8, they may apply for emergency family illness leave if the request is for a catastrophic event or terminal illness of an immediate family member (spouse, child or parent, etc). Catastrophic illness is defined as a life threatening illness or injury. It is not to be used for long-term absences such as maternity leave. Approval will be at the discretion of the Superintendent. This emergency family illness leave shall be limited to the number of days in the teacher's individual accumulated sick leave bank. Each teacher with a minimum of one (1) year seniority in the district may contribute up to two (2) sick leave days per request, from their personal accumulated sick leave bank, to another teacher in the event of a catastrophic event or illness, with the joint approval of the Board and the Association.

B. Professional Leave

1. Professional conference days may be granted for any educational purpose at the discretion of the principal. Professional conference days shall be used for the purpose of: (1) visitation to view other instructional techniques or programs, (2) conferences, workshop or seminars

conducted by colleges, universities, or other agencies with essential expenses paid by the Board. The teacher may be requested by the building principal to file a written report, within one week of their attendance at such visitation, conference, workshop or seminar.

C. Bereavement Leave:

1. Five (5) days shall be granted by the District for a death in the employee's or spouse's immediate family. In the event of death to the employee's spouse, parent, or child an additional five (5) days may be granted to the teacher and deducted from the teacher's sick leave, at the time the death occurs.

D. Personal Leave

1. This leave shall be used only in situations of urgency, for the purpose of conducting personal business which is impossible to transact on the weekend, after school hours or during vacation periods. Each Teacher shall be granted two (2) days per year based on their standard work day hours.
2. Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least five work days in advance of the anticipated absence, except in cases of emergency or funeral, in which the teacher shall apply as soon as possible. This form must be filed with the principal or immediate supervisor for the signature of the principal and superintendent/business office.
3. A personal leave day shall not be granted for vacation or recreational activities, for seeking other employment, for working either with or without remuneration for themselves or anyone else, for religious purposes, for conventions or conferences of their spouses, for shopping, or for other affairs that are not directly categorized as business. Such leave shall not be granted on the first or last day of school or before or after a holiday or vacation period, unless it is an emergency or unusual circumstances approved on a case-by-case basis by the Superintendent.
4. All personal leave days will be granted in one hour increments.
5. Emergency personal leave -- If a teacher has used their personal leave for the current school year, as defined in Section 4.1 C 1, they may apply for additional personal leave if the request is a family emergency (surgery of a spouse, child, or parent; catastrophic home damage; or similar family emergencies) or funeral not covered in Section 4.1.A.7. Approval will be at the discretion of the Superintendent. This "emergency leave" shall be limited to two (2) days per school year and will be deducted from the teacher's sick leave when used. Application procedures will be the same as for personal leave except with a notation the leave is for "family emergency".

E. Other Leave

1. In the event a teacher is called under subpoena to testify in any proceedings, before a court of law or the Michigan Tenure Commission, affecting the District, they shall be granted leave with pay annually less any amount received as witness fee. Upon completion of their testimony, the teacher shall report for duty.
2. Jury Duty - If any teacher is required to serve on a jury, he/she shall be granted leave and paid the difference between his/her pay for such jury services and the money he/she would have earned under this Agreement. Such payment during leave will be unlimited. If the teacher is temporarily excused from jury service for a period of one full day or more, he/she shall report for employment during such periods. In the event a teacher is called by the Board to testify in any proceedings he/she shall be granted leave with pay.
3. A teacher absent from work because of mumps, scarlet fever, measles or chickenpox, AIDS, hepatitis, head lice, scabies, or other contagious or communicable diseases (contracted through job duties) shall suffer no diminution of compensation and shall not be charged with loss of flex/personal day(s) provided that current proof of immunization is furnished, where applicable.

UNPAID LEAVES OF ABSENCE

Section 4.2

- A. All unpaid leaves of absence must be requested in writing to the Board of Education at least 30 days prior to the date the leave is to take place or at the discretion of the superintendent.
- B. A leave of absence without pay of up to one (1) year shall be granted to any tenure teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries, foreign or military teaching programs; the Peace Corp, Teacher Corps or Job Corps as a full-time participant in such programs. In addition a teacher may be granted leave without pay for cultural travel or work program related to their professional responsibilities; provided said teacher states their intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as they would have been had they taught in the District during such period.
- C. A leave of absence without pay of up to one (1) year may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to their professional responsibilities.
- D. A military leave of absence of one enlistment period only shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of

the armed forces of the United States. Upon return from such leave with honorable discharge, a teacher shall be granted one year's experience on the salary schedule.

- E. A leave of absence without pay of up to one (1) year may be granted to any tenure teacher upon application for the purpose of serving as an officer of the Association or on its staff.
- F. A leave of absence not to exceed one (1) year shall be granted to any tenure teacher upon application for the purpose of campaigning for, or serving in, a public office.
- G. A maternity leave of absence shall be granted to a teacher for the purpose of childbearing, subsequent child care of the newborn infant or child care of a newly adopted infant. A teacher who is pregnant shall be entitled upon request to a leave of absence to begin when the teacher is no longer physically able to continue her duties or anytime after the fourth month of pregnancy but no later than immediately following recovery from childbirth or adoption. Such leave shall be granted without pay or increment for a period not to exceed one year unless otherwise approved by the Board. The teacher shall notify the Superintendent in writing of the desire to take such a leave and the letter requesting the leave shall include the date of expected return and except in the case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The physician or adopting agency's statement shall be included with the leave request. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her duties in a continuous manner.
- H. Leaves of absence without pay for other reasons may be submitted to the Superintendent in writing, and may be granted if in the Superintendent's opinion such leave is of value to the teacher and in the best interests of the school district. Extensions of the aforementioned leaves of absence in paragraphs A-F above may be submitted to the Board of Education for its consideration.
- I. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave, unless they are receiving Long Term Disability (LTD) benefits, will be granted an unpaid (not including LTD benefits) leave of absence for the duration of the illness or disability up to one calendar year after their sick leave is exhausted; or if they are receiving LTD benefits, up to one calendar year from the date they started receiving the LTD benefits. The Board may grant additional unpaid leave.
- J. Persons intending to return from such leaves of absence must notify the Board of their intentions to return no less than thirty (30) days before the expiration of the leave.

- K. Personnel returning from approved leave without pay will be assigned to the area of their certification but not necessarily to the same assignment held prior to the leave. This applies to class assignment to the Middle School and High School and to different grade level assignments in the elementary school.

SECTION 5 COMPENSATION AND BENEFITS

PROFESSIONAL COMPENSATION

Section 5.1

- A. Contractual responsibility shall not exceed the provisions set forth in Section 1.8 and 3.1.
- B. The basic salaries and extra duty compensation of teachers covered by this Agreement are set forth in Sections 5.4, 6.3 which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated period.
- C. All teachers shall be given up to five years credit on the salary schedule set forth in Section 6.3 for actual outside teaching experiences in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. Additional years of credit based on actual outside teaching experience may be granted, under special circumstances, primarily, shortage of qualified candidates at the discretion of the Board of Education.
- D. The salary schedule is based upon the regular school calendar.
- E. Extra compensation given to apply for the B.A. plus 20 semester hours, the M.A., the M.A. plus 20 semester hours, will be the full responsibility of the teacher to apply for such placement upon the salary schedule as of the first day of each semester that students are in attendance. After that date the application will not be effective until the next semester. (No partial semester application permitted.) The semester hour credit earned must be documented by an official transcript. All credits that are on the Masters degree program are acceptable, all other credits, undergraduate or graduate must have prior approval of the administration as being valid toward their teaching assignment before enrollment and documented by a transcript as being successfully completed to comply with the salary schedule. Teachers will be reimbursed the tuition costs up to seven hundred fifty dollars (\$750) once every two years, for successfully completing a college class, (3.0/B grade or better), when the class has been approved by the superintendent.

Longevity

1. Longevity amounts will be paid 50% at the last pay in the calendar year and the remaining 50% at the last pay in June. The effective date in establishing time of service will be September 1 of each school year.

Years	
16-20	\$1800
21-25	\$2050
26 and beyond	\$2550

- F. Pay periods will be computed over a 26 pay period or 21 pay period. Teachers are to notify the business office two weeks prior to the first pay period of the start of school. Teachers not notifying the business office will have pay periods based on the 26 pay basis. In the event, there exists an abnormal pay period for the upcoming school year, all employees will be notified by the first of October of that year of the pay schedule.

- G. Pursuant to MCL 380.1230, all employees who hold a State Board of Education Certificate or Permit, are required to have a criminal records check completed. Therefore, all current and/or newly hired professional teaching staff members are required to have a Michigan State Police and Federal Bureau of Investigation criminal records check completed at the staff members expense. Should the District employ an out-of-state graduate or holder of a teaching certificate from out-of-state, the prospective professional staff member must also have a criminal records check done, as described above. If a person is a teacher in another district within the State of Michigan and a criminal records check has previously been conducted within the last twelve months, it is not necessary to have another records check done, providing the other district verifies the conviction status with the District. Criminal records checks must be completed no later than June 30, 2008 for all existing staff and prior to offer of employment for newly hired staff. Failure to do so may lead to disciplinary action, up to and including dismissal.

RETIREMENT CONTRIBUTION

Section 5.2

The Board shall make all contributions to the Michigan Public School Employees Retirement System for all employees as required by law.

INSURANCE PROTECTION

Section 5.3

Upon acceptance by the insurance company of a written application (new employee or employee changing coverage), the Board shall provide, to the employee, and any other eligible dependents defined by United States Internal Revenue Service, the below stated insurance programs. Benefit coverage will begin the first work day for new employees and benefits will be terminated the effective date of resignation, retirement or dismissal. Limited Medicare Supplement premiums shall be paid on behalf of the employee and or spouse eligible for Medicare, if provided by law.

A. HEALTH

The district shall pay the maximum state mandated hard cap amounts, in accordance with PA 152 of 2011, towards the total cost of employee medical premiums. The district shall increase the state cap amounts to include state

adjusted increases to the maximum amount allowable by law for each new benefit coverage year. Any amounts above the PA 152 qualifying costs for bargaining unit health insurance benefits, above the district contribution limit under the hard cap, shall be borne in equal percentages by the members relative to their respective full family, two-person, and single subscriber rates. The district shall pay one hundred percent (100%) of all other premiums (i.e., dental vision, ltd, life and AD&D).

Health plan benefits shall change to reflect the following offerings only:

MESSA Choices II		MESSA HAS Plan I	
In Ded	\$500/\$1000	In Ded	\$1300/\$2600
OOU Ded	\$1000/\$2000	OOU Ded	\$2500/\$5000
Copay	\$20/\$25/\$50	Copay	NA
RX Drug	\$10/\$20 RX Saver	ABC Rx	\$10/\$40 (after deduct met)

LIFE: \$35,000.00

AD&D:\$35,000.00

VISION

BENEFIT	DEDUCTIBLE	
	(In Network)	(Out of Network)
Exam Deductible		
Optometrist	\$6.50	\$28.50
Ophthalmologist	\$6.50	\$38.50
Contact Lens Allowance	\$110	\$90
Frame Allowance	\$130	\$44
Lenses		
Single Vision	\$18	\$29
Bifocal	\$18	\$51
Trifocal	\$18	\$63
Lenticular	\$18	\$75
Extra Lens Features	Covered	
Tinted	Covered	\$33/\$89
Polarized	Covered	\$47/\$110

DENTAL The Board shall pay the costs toward a dental program. The contractual year will coincide with the medical plan.

The board will pay the cost towards a dental program.

1. Dental Care Benefits do not require the members to meet a deductible.
2. Payments are to be made in accordance with the usual customary and reasonable determination and the co-payments are reflected in this determination.
3. The dental procedures fall in the following groups:

CLASS I

Diagnostic & Preventive Services (covered at 75%)

- 1) Oral Examination
- 2) Prophylaxes
- 3) Topical Fluoride
- 4) Brush Biopsy
- 5) Emergency Palliative
- 6) Two cleanings in 12 months

CLASS II

Basic Services (covered at 50%)

- 1) Radiographs (x-rays)
- 2) Restorative
- 3) Crowns**
- 4) Endodontic Services
- 5) Periodontic Services

CLASS III

Major Services (covered at 50%)

- 1) Procedures for the construction of fixed bridgework, partial & complete dentures, and endosteal implants. Payable once in a five year period.

CLASS IV

Orthodontic Services - The prevention and correction of poorly positioned teeth in subscribers and/or dependents who are eligible under the policy. Covered at 50% with a Lifetime Maximum of \$1,500.00.

The Board shall pay the full premium cost of a 90 day Long Term Disability plan for each employee at a rate of 60% of their salary, up to \$50,000 and maximum LTD payment of \$2,500 per month. To be eligible for the coverage (or increase in coverage),

employees must be able to perform the "at-work requirement" (as defined in 1. below) with this employer before insurance benefits become effective, and in order for those benefits to continue.

1. An employee fulfills the AT-WORK REQUIREMENTS if the employee is actively at work, full-time, on any day in which they perform all the usual and customary duties of their occupation at the employer's business establishment, or at some other location where the employer's business requires them to be. An employee is deemed actively at work, full-time, on a scheduled non-working day if they were actively at work, full-time, on the immediately preceding scheduled working day.

1. Teachers not electing medical insurance, may elect a \$350 per month tax sheltered annuity through a Board approved, salary reduction plan and in accordance with all State and Federal tax eligibility laws, rules, and regulations. It will be the employees responsibility to take care of all necessary and required paperwork through the District's business office and annuity company office. The Board will act as purchasing agent for such plan.

B. Employees newly hired by the employer shall be eligible for employer-paid insurance premiums, upon acceptance of a written application by the insurance carrier on the first day of employment. Employees shall have benefits terminated on the first day of the month following termination of employment, (if said date is prior to the end of the school year.) In the event of an employee retiring, the District will coordinate insurance benefits with the State Retirement Office, if and when possible.

C. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue through the balance of the insurance contract year.

D. Teachers will be responsible to complete the necessary insurance enrollment forms and file at the superintendent's office. Any additions or changes must be filed in the superintendent's office within 30 days. Should the employee terminate employment with the District, they may be eligible to retain life, health, and dental insurance. The employee shall have thirty-one (31) days from the date of termination to make the conversion. It is the employee's responsibility to check with the insurance carrier.

SCHEDULE B - EXTRA CURRICULAR COMPENSATION

Section 5.4

This schedule is designed to compensate individuals for providing services to students over and above the regular school day. The length of season and the added hours required are taken into consideration in computing this schedule.

A. High School athletics:

All percentages based on the B.A. salary schedule.

A coach will be on the same step as their number of years of experience in that sport in this school with the 12th step being the maximum and with the assistant coach schedule the 9th being the maximum. A returning coach will be given credit for past experience in the same sport at Quincy.

Head Football	12 ⁰ %
Head Basketball (B & G)	12%
Head Wrestling	11%
Head Track (B & G)	11%
Head Baseball	11%
Head Volleyball	11%
Head Cross Country	11%
Head Softball	11%
Head Golf	7%
Varsity Soccer	11%
Assistant Coaches	8%
Cheerleading (Varsity)	7% per each of two seasons
JV Cheerleading	4% per each of two seasons

B. Middle School Athletics:

All percentages based on Step 4 of the B.A. schedule.

Basketball	4 ⁰ %
Wrestling	4 ⁰ %
Track	4%
Middle School Football	4% (2 positions)
Cheerleading	3%
Cross Country	3%
Volleyball	4%

C. Sponsorships and Advisors:

1. All percentages are based on Step 7 of the BA schedule.

Dramatics	4%
High School Youth in Government	3% (one position)
Varsity Club	3%
11th & 12th Grade Advisor	3% (two positions each)
9th & 10th Grade Advisor	2.5%
Bowling	2%
Middle School Student Council Advisor	2%
High School Student Council Advisor	2.5%
High School Quiz Bowl Advisor	.75%
Middle School Quiz Bowl Advisor	.75%

Middle School Geography Bee Advisor	.75%
Middle School Yearbook	2%
Middle School Youth in Government	1%
National Honor Society Advisor	2%
Elementary School Newspaper Advisor	.75%
Science Olympiad Middle School	.75%
Science Olympiad Elementary School	2.5%
Building School Improvement Chair	3.0%
Pathwise Mentor	3.0% (1st Year; 2% 2 nd Year)
16 12 Department Chairs	3.0%

NOTE: ~~Sixteen~~ **Twelve** Department Chairs must meet certain requirements and objectives.

D. Instrumental Music:

1. The percentage is based on the B.A. salary schedule.
2. A band instructor will be on the same step as their number of years of experience in this school with the 15th step being the maximum.
3. This band position includes high school and 6th, 7th, and 8th grades. 4. The base percentage is 10%.

E. Vocal Music:

1. All percentages based on Step 7 of the B.A. schedule.
2. These stipends paid when performances are approved in advance by the superintendent.
3. Elementary Musicals 3%

MISCELLANEOUS PROVISIONS**Section 6.1**

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and condition of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, board policies or practices of the Board which shall be contrary to its terms.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Two copies of this Agreement will be printed at the expense of the Board of Education. All additional copies requested by the Association and the Board will be shared on a proration basis in the reproducing of a printed, bound copy.
- F. This Agreement shall not be effective until ratified by the Board of Education and by the membership of the Association.
- G. Teacher's eligible to retire under the Michigan Retirement Law will submit to the Board a written notice of intention to retire at least sixty (60) calendar days prior to the date of retirement.
- H. Each teacher, upon request by the District, shall submit to a general physical examination by a physician designated by the District. The cost of such examination shall be borne by the District.
- I. While acting in their professional capacity, teachers will not publicly criticize the District, board members, or the administrative staff and likewise while acting in their appointed capacity the Board and administration will not publicly criticize a teacher.
- J. The administration or the Board has the right to call a meeting of teachers during the school day, as defined in Section 3. 1.J.
- K. During the negotiating process, if an impasse should develop, both sides, the Board and the Association, have the right to publish and make public the demands, the proposals and the agreements prior to calling a state mediator.

- L. The Board's offer of employment will coincide with the state tenure mandate.
- M. The Association will recognize the concept that all teachers having made the decision to leave the employment of the District will have the moral and ethical responsibility to submit a letter of resignation immediately to the Board.
- N. An updated seniority list will be available to the Quincy Education Association Secretary by October 1 of the new school year. Any objections to the names in the list must be made in writing to the superintendent within ten (10) days of the receipt of the list.
- O. An Emergency Financial Manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436 shall have authority to reject, modify, or terminate the collective bargaining agreement as provided in 2012 PA 436.

QUINCY COMMUNITY SCHOOL DISTRICT

2015-2016 SCHOOL CALENDAR

**TENTATIVE*

2015-2016 SCHOOL CALENDAR	
New Staff Development	TBD
Staff Development	August 31, September 1, 2, 2015
Jennings Open House	TBD
QMS Orientation	TBD
HS New Student/Freshmen Orientation	TBD
Labor Day Weekend - NO SCHOOL	September 5-7, 2015
First Day for Students	September 8, 2015
Professional Development - NO SCHOOL	November 13, 2015
Parent/Teacher Conferences - Times to be determined.	November 11, 2015
Parent/Teacher Conferences - NO SCHOOL P.M. Times to be determined.	November 12, 2015
Thanksgiving Break	November 26-27, 2015
Christmas Break	December 21, 2015 - January 1, 2016
Return from Christmas Break	January 4, 2016
End of First Semester	January 15, 2016
Records Day - NO SCHOOL	January 18, 2016
Staff Development - NO SCHOOL	February 15, 2016
Parent/Teacher Conferences - Times to be determined.	March 16, 2016
Parent/Teacher Conferences - NO SCHOOL P.M. Times to be determined.	March 17, 2016
Good Friday - NO SCHOOL	March 25, 2016
Spring Break	April 4-8, 2016
Return from Spring Break	April 11, 2016
Memorial Day - NO SCHOOL	May 30, 2016
Commencement	TBD
No School in P.M.	June 8, 2016
Last Day of School for Children - No School in P.M.	June 9, 2016
Last Day for Staff - Records Day	June 10, 2016

- * Because state law requires a minimum number of student instructional hours as well as a certain number of student instructional days, some days/hours may have to be used as make-up days/hours and/or the school year may have to be extended to meet this requirement, should days/hours be cancelled due to weather or other circumstances. Some professional development days and the District's Commencement dates may have to be revised during the course of the school year in order to comply with these State mandates.

Annual Hours: 1098 Hours of Student instruction

Number of Days of Student Instruction" 172 Days and 4 Half Days = 176 Days

Required Professional Staff Development: 5 Days

SALARY SCHEDULE

Section 6.3

There shall be a zero percent (0%) increase in the 2013-14 school year. Steps and lanes shall be frozen for the 2013-14 school year. There shall be reopeners for wages, healthcare and calendar for the 2014-15 and 2015-16 school years beginning March 15 each year of the agreement

For the 14-15 School year steps and lanes shall be frozen and a \$700 off schedule payment will be made to be spread over 26 pays. There shall be a zero percent (0%) increase change in the salary schedule.

For the 15-16 School Year steps and lanes increases shall be paid. An \$800 off schedule payment to those certified staff at Step 16 at the end of 14-15 shall be paid. There shall be a zero percent (0%) increase change in the salary schedule.

**2015-2016 Salary Schedule
0% Increase**

Step	BA	BA20	MA	MA20
1	\$36,560	\$38,113	\$39,673	42,816
2	\$37,222	\$38,781	\$40,346	43,488
3	\$38,557	\$40,119	\$41,696	44,833
4	\$39,901	\$41,465	\$43,040	46,177
5	\$41,246	\$42,814	\$44,385	47,517
6	\$42,590	\$44,160	\$45,730	48,864
7	\$43,932	\$45,505	\$47,071	50,323
8	\$45,277	\$46,909	\$48,529	51,893
9	\$46,735	\$48,478	\$50,211	53,464
10	\$48,193	\$50,211	\$52,227	54,921
11	\$49,874	\$52,227	\$54,657	56,601
12	\$52,070	\$54,806	\$57,272	59,403
13	\$54,447	\$57,109	\$59,883	62,112
14	\$56,827	\$59,194	\$62,500	64,377
15	\$59,179	\$61,640	\$65,086	67,037
16	\$60,338	\$62,848	\$66,364	68,351

Associated with Section 2.6

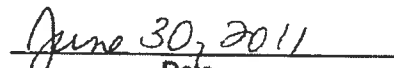
LETTER OF UNDERTANDING
between the
EDUCATION ASSOCIATION MEA/NEA
and the
QUINCY COMMUNITY SCHOOLS

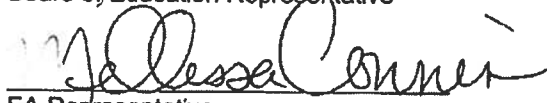
RE: Teacher Evaluation and Pay for Performance

The Quincy Education Association 4-C/MEA/NEA, hereinafter referred to as "the Association", and the Quincy Community Schools, hereinafter referred to as "the District", hereby agree to the following regarding the above.

1. It is understood that in December 2009, the Michigan State Legislature passed "reform" measures for public education in Michigan.
 2. Included in those "reform measures" were mandates for 1) "annual teacher evaluation" based on rigorous, transparent, and fair standards using student growth as a significant factor in the evaluation model and assessment, and 2) inclusion of "pay for performance" in teacher contracts.
-
3. Therefore, the District and the Association, hereby agree to form a committee to review and recommend models and language around both the teacher evaluation model and its implementation and pay for performance.
 4. The committee shall meet throughout the 2010-2011 school year. The committee shall be composed of three members from the Association (assigned by the President of the Association) and three members of the administration. The committee's recommendations shall be presented to the Superintendent, the Association President, the UniServ Director and the Association bargaining committee no later that September 15, 2011.
 5. It is understood that no changes will be made to the Master Agreement until mutually ratified by the Association and the Board.
 6. It is both parties' intent to be fully compliant with the above mentioned legislation.

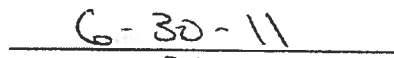

Board of Education Representative


Date


EA Representative


Date


4-C/MEA/NEA Representative


Date