

**PROFESSIONAL AGREEMENT**  
**BETWEEN THE**  
**BOARD OF EDUCATION OF THE NORWAY-VULCAN AREA SCHOOLS**  
**AND THE**  
**NORWAY-VULCAN EDUCATION ASSOCIATION**

**2018-19**  
**2019-2020**  
**2020-2021**

**NORWAY-VULCAN AREA SCHOOLS**

**300 SECTION STREET**

**NORWAY, MI 49870**

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## **AGREEMENT**

This Agreement is made and entered into this, July 1, 2018 between the BOARD OF EDUCATION OF THE NORWAY-VULCAN AREA SCHOOLS (hereinafter referred to as the Board), on its own behalf and on behalf and for the benefit of its affiliate, the NVEA, UPEA, MEA and the National Education Association.

### **WITNESSETH:**

**WHEREAS**, certain understandings have been reached which the Board and the Association desire to incorporate into a written collective bargaining agreement.

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

### **SECTION 1**

#### **RECOGNITION**

##### **1:1 EXCLUSIVE BARGAINING REPRESENTATIVE:**

The Board hereby recognizes the Norway-Vulcan Education Association and Michigan Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel excluding substitute teachers, the superintendent, assistant superintendents, principals, and all other supervisory and executive personnel.

Unless otherwise indicated, the term teacher as used herein shall refer to all teachers in the unit for bargaining as defined above. References to male teachers will include female teachers.

##### **1:2 NEGOTIATIONS WITH ASSOCIATION:**

The Board agrees not to negotiate with any teacher organization other than the Norway-Vulcan Education Association and Michigan Education Association for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having it adjusted without intervention of the Association, (if adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given an opportunity to be present at such adjustment).

##### **1:3 ASSOCIATION SECURITY AND DUES:**

- A. A teacher shall not be required as a condition of obtaining or continuing employment to do any of the following:

a. Refrain or resign from membership in voluntary affiliation with, or voluntary financial support of a labor organization or bargaining representative.

b. Become or remain a member of in the NVEA

c. Pay any dues, fees, assessments, or other charges, expenses of any kind or amount, or provide anything of value to the NVEA, MEA, or NEA.

d. Pay to any charitable organization or third party any amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.

B. The Board agrees to make available to every teacher a copy of the current Master Agreement by electronic means. A copy is made available on the school website. An electronic copy, upon request, will be sent by attachment to school email to any teacher who requests a copy. A hard copy (paper) will be given to any teacher requesting one.

## SECTION 2

### ASSOCIATION AND TEACHER

#### RIGHT AND RESPONSIBILITIES

##### **2:1 ASSOCIATION USE OF SCHOOL FACILITIES AND EQUIPMENT:**

The Association shall have the right to use school facilities and equipment including word processing and photo copying equipment, calculating machines, and all types of audio-visual equipment at all reasonable times when not otherwise in use for Association business on school property. Use of district e-mail for Association business is allowed, however, monitoring of the system is a responsibility of the Board. Therefore, e-mail does not represent a secure means of communication. The Association agrees to pay for any breakage and repairs caused by a member of the Association. The Association will pay for the reasonable cost for all material and labor incident to such use.

##### **2:2 ASSOCIATION OFFICIAL'S VISITS TO SCHOOL PREMISES:**

Association officials who are not teachers of the district shall be permitted to visit school premises to transact official Association business; provided they first report to the principal's office (or other representative in appropriate instances) upon entry, state the nature of their business and secure permission from the principal (or other Board representative). Permission shall be withheld if, in the opinion of the principal, the Association official's visit will interfere with or interrupt school operations.

##### **2:3 BULLETIN BOARD:**

The Association shall be provided adequate bulletin board space in a place readily accessible to teachers in each school building for the posting of notices and other



materials relating to Association activities. All materials posted shall relate to official business of the Association and shall be signed by the appropriate official of the Association. Membership insignia or pins appropriate for normal wear may be worn by members of the Association. The Association shall continue to have the right to use the mailboxes in accordance with the existing practice.

Bulletin board space shall not be used for partisan politics, local elections, and other such political matters, and shall be used only for internal union affairs.

**2:4 ASSOCIATION NOTICE OF CHANGE IN BOARD POLICY:**

- A. The Board will notify the Association in advance of any proposed changes in present Board policy or adoption of new Board policy affecting the wages, hours, and working conditions of teachers as defined by Act 379. However, the Board reserves the right to adopt such policies not in conflict with the terms of this Agreement.
- B. It is the responsibility of the Association and its representatives and members to carry out administrative directives regarding Board policies and administrative regulations, subject to the understanding that the grievance procedure shall be available if it is felt any such directive or policy is in conflict with the express terms of this Agreement. Neither the Association or its representatives shall assume Board administrative or supervisory authority.

**2:5 ASSOCIATION RIGHT TO RECEIVE DOCUMENTS:**

The Association shall have the right to receive, upon written request, reports and documents presented to the Board of Education and other governmental agencies after such official presentation. The request for information from the Association shall list specifically what is requested and shall indicate the reason for the request. Documents shall be viewed in their official place of deposit. The Association may be required to reimburse the Board if costs are incurred in connection with furnishing the requested information.

**2:6 TEACHER'S RIGHT TO FULL RIGHTS OF CITIZENSHIP:**

Teachers shall be entitled to full rights of citizenship.

**2:7 CONTINUED CERTIFICATION:**

Once hired, it is the responsibility of the teacher to see that he continues to be properly certified and meets all qualifications of his position.

**2:8 ASSOCIATION AND BOARD COMMITMENT TO ADHERE TO THE CONTRACT:**

For harmonious operation, the Association and the Board agree to cooperate in assuring that the contract is conscientiously adhered to by the Board, the Association, and the teachers.

**2:9 PERSONNEL FILES AND RECORDS:**

A teacher shall have the right to review his/her personnel files. The teacher may submit a written notification within 10 days of receipt of notice of the document as well as notice that the document is being placed in their file of the document regarding any derogatory material and the same shall be attached to the file copy of the material in question. If reprimanded a teacher may also submit a written notation limited to derogatory material in the file and is limited to five (5) eight and one-half by eleven inch pages, and place it in his/her personnel file. If the teacher is asked to sign material placed in his/her file, such signature will be understood to indicate his/her awareness of the material, but in no instances shall said signature be interpreted to indicate agreement with the content of the materials.

**2:10 TEACHER RESPONSIBILITY:**

All teachers acknowledge that they have responsibility for total student contact, including teaching, supervision, control, and assistance, during all hours when they are required to be on school premises or contractually required to attend school functions in compliance with this Agreement.

**SECTION 3**

**MANAGEMENT RIGHTS CLAUSE**

**BOARD RIGHTS AND RESPONSIBILITIES**

**3:1 BOARD RIGHTS AND RESPONSIBILITIES:**

The Board, on its own behalf and on behalf of the electors of the 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, the right:

- A. To exclusive management and control of the school system, its property, facilities, operations, and affairs;
- B. To hire all teachers; subject to the provisions of law, to determine their qualifications, conditions of employment, dismissal, demotion, suspension, layoff or recall; to determine the number and scheduling, including business or school hours or days, of all teachers; to promote or transfer all teachers; to determine the size of the working force; and to assign duties to, and to direct, all teachers.
- C. 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.





- D. To decide upon the means and methods of instruction, selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- E. To determine services, supplies, and equipment; to determine all methods and means of distributing, disseminating, or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
- F. To determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments or divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- G. To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the school system and its programs.
- H. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- I. To make and change rules and regulations not inconsistent with the terms hereof.

### **3:2 LIMITS ON BOARD RIGHTS:**

The exercise of the foregoing powers, rights, authorities, 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 the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the United States and the State of Michigan.

### **3:3 ASSOCIATION INPUT ON SCHOOL POLICY:**

The Board will continue to accept its responsibilities to give teachers the opportunity to express their professional opinion. To implement this, a Professional Council consisting of teachers and administration working with the superintendent or his designee shall be established to discuss matters affecting the district's operation.

## SECTION 4

### WORKING CONDITIONS

#### 4:1 TEACHING DAY:

All teachers shall be in their school building and ready for work at least fifteen (15) minutes prior to the opening of the official school day and shall be subject to assignment by the principal of the school. Teachers are required to remain at their place of assignments, as determined by the principal of the school, for at least fifteen (15) minutes after the close of the official school day; or longer if desired by students or necessitated by conferences with students provided sufficient advance notice is given. When interested in the welfare of the child, teachers shall remain until the conference has been completed. Teachers may not be required to hold such conferences when one (1) days advance notice has not been given.

#### 4:2 CLASS LOAD:

- A. The normal daily teaching load in grades 6-12 will be either 5 teacher periods, 1 learning outcomes class, 1 prep period and a home room period OR 6 teacher periods, 1 prep period and a home room period. The normal weekly teaching load in grades K-5 will not exceed 30 clock hours of pupil contact during the week.

At the high school: Teachers can tutor in math, English and science and it will count as a class in a 6-1 schedule. Any enrichment classes as per Section 4:2 Part C, will also count as a class in a 6-1 schedule. Every effort will be made to rotate tutors and teachers on 5-1-1 and 6-1 schedules. Every effort will be made to give science, math, and English teachers four or less preparations. The schedule will be reevaluated after each year of this contract.

Any change from the above existing contract language pertaining to the class loads of middle school/high school teachers will only be implemented after representatives of the staff(s) involved, administration and school board have met and mutually agreed upon such a change.

- B. It is understood by the parties that the scheduled preparation period is subject to the total school program; and, as a result, such things as miscellaneous programs, field trips, testing programs, emergency class needs, and assemblies, may, from time to time, be substituted for preparation time. It is expected that preparation periods will be used for such things as thorough preparation, conferences with parents, teachers, and administrators and special assistance to students.
- C. Teachers electing to teach an additional class of interest to them rather than being scheduled for learning outcomes supervision shall be able to do so provided the class is approved by a curriculum committee comprised of the principal, counselor, and two teachers.

- D. The Administration shall provide each elementary teacher with unassigned daily preparation time; each preparation period shall be a minimum of one-half (1/2) hour duration.

**4:3 LUNCH HOURS:**

All teachers shall be entitled to a duty-free lunch period of at least 30 minutes.

**4:4 TEACHING CONDITIONS:**

- A. The Board agrees to keep the schools and classrooms reasonably equipped and maintained. The Board recognizes that appropriate texts, library facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession and agrees to supply these in reasonable quantities.
- B. Restroom and eating facilities shall be made available for all teachers in the system. Staff lounges shall also continue to be provided for teachers. Each school in the system shall have a telephone, which may be used by teachers in emergency cases to place telephone calls during the regular school day.

**4:5 VENDING MACHINE**

The Association at its own expense and supervision, may install vending machines in area reserved for professional staff personnel upon notification to the superintendent. The proceeds from all such machines shall be placed in a student scholarship fund created for that purpose. Said scholarship fund shall be administered jointly by the Association and the administration.

Adequate fees will be charged for products sold in the vending machines, so that scholarships may be made available with reasonable frequency.

**4:6 USE OF SCHOOL FACILITIES AND EQUIPMENT:**

Teachers shall continue to have the use of equipment and facilities for preparation of instructional materials.

**4:7 TEACHERS EQUIPMENT PROVIDED BY THE BOARD:**

- A. The Board agrees to continue to provide the following:
  1. Separate desks for teachers with lockable drawer space, where possible.
  2. Closet space for teachers to store coats, overshoes, and other personal articles.
  3. Copies of texts in courses teachers are to teach for their use.
  4. Storage space in classrooms for instructional materials.



**4:8 TEACHING LOADS:**

It is recognized by the Board and the local Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class sizes at an acceptable number in accordance with and dictated by the financial condition of the District, the building facilities available, and in the best interest of the District as administratively feasible.

**4:9 PARENT-TEACHER CONFERENCES:**

All teachers shall attend parent-teacher conferences and shall remain on duty throughout the scheduled period of the meetings.

**4:10 PARENTAL CONTACTS:**

One evening per school year will be scheduled for parental conferences during the first semester of the school year with details in regard to actual scheduling and administration of the session to be left to the discretion of the administrative staff of each building. During the fifth week of the third marking period each teacher will generate and share with parents a progress report.

**4:11 DISCIPLINE:**

Teachers shall be responsible for creating and maintaining conditions, within the reasonable control of teachers, conducive to learning and discipline, both in the classroom and on school property. The Board shall give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

**4:12 SUBSTANCE ABUSE:**

When characteristics, which resemble substance abuse, appear in a student's actions, the teacher will notify the principal's office orally, or in writing if requested by the principal.

An exploratory conference may be held, at the discretion of the principal, with those individuals deemed important by the principal to explore the causes of the exhibited characteristics. The teacher will attend such conference and subsequent conferences if requested. Further conferences may be held upon request by the Administration or the School Board.



## SECTION 5

### ASSIGNMENTS:

#### 5:1 STUDENT SUPERVISION:

Every effort will be made by the Association to obtain teachers to aid in the supervision of students while on school premises during time of normal student attendance (7:30 a.m. – 4:00 p.m. inclusive). If the Association is not successful in obtaining such volunteers, the Administration shall try to obtain qualified non-teachers for such supervision. If unsuccessful in such regard then the administration may appoint teachers for student supervision on a rotating basis.

## SECTION 6

### LEAVE POLICY

#### 6:1 LEAVE OF ABSENCE:

- A. Leaves of absence without pay for up to one (1) year in duration may be granted to Association members upon written request and approval of the Board of Education. A request for a leave of absence shall include the reason for the leave, along with anticipated beginning and ending dates of the leave. During the leave, seniority shall not continue to accumulate except in the case of Family Leave.
- B. Eligibility for a health leave of absence requires a minimum of two (2) years continuous employment by the school district immediately prior to such leave of absence.

#### 6:2 RETURN FROM LEAVE:

A bargaining unit teacher returning from a leave shall notify the Board of he/her intent to return to work in writing at least sixty (60) days prior to the date on which the leave is scheduled to expire.

#### 6:3 EXTENSIONS:

An extension past the one (1) year may be granted by the Board, upon written request of the bargaining unit teacher. The request shall include the reason for the extension and the anticipated date of return.

#### 6:4 FAMILY LEAVE:

If a bargaining unit teacher is eligible for coverage under the Family and Medical Leave Act of 1993, as amended, all benefits outlined in the law will accrue to the bargaining

unit teacher. Paid leave shall be concurrent with FMLA. If the teacher on his/her own volition fails to return after FMLA expires, the teacher shall repay the insurance premiums paid by the District. The portion of this section (6:4 Family Leave) that reads, "If the teacher of his/her own volition..." will be in force for the duration of this contract (June 30, 2021). District shall notify teacher of expiration of FMLA at least ten (10) business days in advance of expiration of FMLA. A teacher will be held harmless if not notified.

**6:5 EDUCATIONAL TRIPS:**

Absence, with full pay, may be allowed by the superintendent for worthwhile educational experiences or for trips involving school business. Only the principal's advance approval will be required for one (1) day trips by classroom teachers. The superintendent's advance approval will be required for overnight and longer trips.

**6:6 JURY DUTY:**

A leave of absence shall be granted a teacher called for jury service or court subpoena as a witness in relationship to teaching responsibilities, provided not a party to an employee's suit against the District. The Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty/subpoena fee paid by the Court, and provided, further, that the Board shall only be obligated to pay said differences when the teacher cooperates with the administration in seeking to be excused from such service. At the discretion of the Superintendent, teachers may be granted a leave of absence under this provision for non-work related subpoenas when deemed appropriate by the Superintendent.

**6:7 OTHER ABSENCES:**

Absences other than those described above will not be allowed with pay. A deduction will be made for each day of absence at a per diem rate of the complete contractual salary of the teacher. The superintendent's advance approval will be required.

**6:8 LEAVE BENEFITS:**

No person on any unpaid leave of absence shall receive any benefit or fringe benefits whatsoever, including sick leave benefits, unless the same are specifically provided for herein.



## SECTION 7

### SICK LEAVE

#### PERSONAL BUSINESS

#### AND ASSOCIATION LEAVE

#### 7:1 SICK LEAVE:

- A. Teachers shall be awarded ten (10) sick days at the beginning of the school year. Teachers hired after the beginning of the school year shall have their sick days prorated based upon the first day of each month after their official start date. A teacher hired after the first day of a given month, will have his/her days calculated starting with the first full month of employment. Thus a teacher hired on October 4 would have 8 days of sick leave because there would be eight months remaining in which school is scheduled.

In any one year, a teacher may use, from his accumulated sick leave, not to exceed ten (10) days, for death or critical illness in the immediate family. Critical illness means illness, which the attending physician considers sufficiently serious to require the teacher's presence at the bedside. Immediate family means husband, wife, children, father, mother, brother, sister, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, and nephew. Request for such leave concerning an individual who is not a member of the immediate family may be made to the superintendent. Charge for the use of sick leave shall be at the minimum rate of one-half (1/2) day per time used.

- B. In the event of absence of a teacher for illness in excess of five (5) consecutive working days, or upon suspicion of abuse of sick leave, the Board may, at its expense, require an examination by an independent physician.

#### 7:2 PERSONAL BUSINESS; DEFINITION:

All teachers regularly employed shall be granted three (3) days of personal business leave per year with full pay to transact personal business pursuant to the following:

- A. Such leave may be accumulated to six (6) days. At the end of each school year, any teacher who has accumulated more than three (3) days of personal business leave, shall have the excess days transferred to accumulated days of sick leave. Personal business leave may not be deducted from sick leave and may be used under the following condition.
1. Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least two (2) working days in advance of the anticipated absence except in cases of emergency. In such



case, the teacher shall apply as soon as possible. This form must be filed with the principal.

2. Charges for the use of personal business shall be at the minimum rate of one half (1/2) day per time used.
3. No more than 15% of staff can use personal business leave on any one day.
4. No more than three (3) personal days may be used on consecutive working days. Teachers may request to use up to five (5) consecutive personal days with prior approval of the superintendent. Compensation time may not be used in conjunction with personal days.

**7:3 ASSOCIATION LEAVE:**

The Norway-Vulcan Education Association—Michigan Education Association shall be granted four (4) days per year for the purpose of having representation at association business according to the following conditions.

- A. The Norway-Vulcan Education Association – Michigan Education Association shall pay the normal and regular substitute teacher cost to the Norway-Vulcan Area Schools within ten (10) days after the time of absence.

**7:4 COMPENSATORY LEAVE:**

Teachers when requested to substitute on a preparation period, shall have the option of being reimbursed at a rate of twenty dollars (\$20.00) for each period (or a portion of a period) or the teacher may earn the equivalent of the time substituting in the form of additional personal leave. Earned compensatory time shall accumulate until a full day of periods six (6) is earned and can be used as a Personal Day.

**SECTION 8**

**PROTECTION OF TEACHERS**

**8:1 ASSAULT UPON TEACHER:**

Any case of assault upon a teacher, which had its inception in a school-centered problem, shall be promptly reported to the Board or its designated representative. If the assault was by a pupil(s), the administration shall promptly investigate the matter in a fair, impartial manner to determine the facts, culpability, and appropriate punishment and communicate the result to the teacher.

If the assault is by an adult person who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities. In either case, the Board shall render all reasonable assistance it deems





warranted to the teacher in connection with the handling of the incident by law enforcement and medical authorities.

**8:2 LEGAL ASSISTANCE BY BOARD:**

If any teacher is threatened with legal suit by reason of customary and appropriate disciplinary action taken by the teacher against a student, the Board will provide legal assistance to advise a teacher of his/her rights and all other assistance it deems necessary to the teacher in his defense.

**8:3 LOSS OF TIME:**

Time lost by a teacher in connection with any incident mentioned in this Section 8 shall not be charged against the teacher unless he/she is adjudged guilty by a court of competent jurisdiction from whose decision no appeal has been taken.

**8:4 CONCERNS BY PARENTS OR STUDENTS:**

Any concerns by a parent or a student directed toward a teacher shall be called to the teacher's attention if considered serious by the appropriate administrator; and in all cases such matters will be discussed with the teacher before anything in writing is placed in the teacher's file.

**8:5 WORKER'S COMPENSATION:**

Each teacher of the district is to be covered by insurance under the provisions of the Michigan Worker's Compensation Act, as provided by law.

A teacher, injured on the job, no matter how slight the injury may be, is expected to report the injury to the General Office and complete an injury report form. A teacher may lose his/her right to Worker's Compensation benefits, under Michigan law, if he/she fails to report the accident within time specified by law. Teachers should report any injury as soon as possible.

At the termination of sick leave accumulation, the teacher will receive the Worker's Compensation benefits only. The Board shall continue the teacher's fringe benefits for a full twelve (12) month period.

**SECTION 9**

**CONFERENCES**

**9:1 CONFERENCES:**

By mutual written agreement, conferences between Board representatives and Association representatives may be arranged to discuss items of common concern. The parties will cooperate in arranging these conferences at mutually agreeable times.



## SECTION 10

### GRIEVANCE PROCEDURE

#### 10:1 PROCEDURE:

- A. A claim by a teacher or the Association that there has been a violation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. Level I-Ongoing informal discussion between the staff, Association representative and administration should first take place prior to filing of a grievance, with the object of resolving the matter informally. If the claim is unresolved, a written grievance (Attachment A) is to be presented to the grievant's principal within ten (10)\* days after its occurrence. Within ten (10) days of the receipt of the grievance, a mutually agreed upon meeting must be scheduled. Disposition will occur within ten (10) days from the date of the meeting. If no disposition has been made within ten (10) days of such meeting, the grievance will move to Level II.
- C. Level II – If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the allotted time, the written grievance shall be transmitted to the Superintendent. Within ten (10) days, the Superintendent or his/her designee shall meet with the grievant on the grievance and shall indicate his/her disposition of the grievance, in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the grievant. If no disposition has been made within ten (10) days of such meeting the grievance will move to Level III.
- D. Level III – If the grievance is unresolved at Level II, the written grievance shall be submitted to the Board of Education within ten (10) days of the disposition at Level II. The Personnel Committee of the Board will address the issue within fourteen (14) days of the date of the receipt of the grievance at Level III. The Board of Education will hold a hearing at their next scheduled board meeting following the Personnel Committee meeting. Disposition will occur within ten (10) days from the date of the Board Hearing.
- E. Level IV – If resolution is not achieved at Level III, or if no disposition has been made within the period provided, the Association has fifteen (15) days from the date of disposition at Level III in which to file for arbitration. The parties agree to utilize the services of and follow the rules and guidelines set forth by the American Arbitration Association. The arbitrator, in making his/her decision shall not change, alter or modify, nor shall he/she add to or subtract from any term or provision of this agreement and shall be limited to deciding whether the Board has violated the expressed Articles or sections of this agreement. The parties agree that an arbitrator's decision, if made in accordance herewith, shall be final



and binding upon them. In addition to other restrictions in this Article, the arbitrator shall have no power to rule on the following:

1. The termination of services or failure to re-employ any probationary bargaining unit member for other than contractual or procedural violations of this agreement.
  2. The termination of services or failure to re-employ any bargaining unit member to a position on the extra curricula schedule.
  3. Any claim or complaint subject to the procedures specified in the Tenure Act.
  4. An arbitrator has no authority to overturn the requirements of the Public Employment Relations Act.
- F. The arbitrator's fees and expenses shall be shared by the Board and the Association equally. The expenses and compensation for attendance of any teacher, witness, or participant in the arbitration shall be paid by the party calling such teacher, witness, or requesting such participation.
- G. A grievance may be withdrawn at any level.
- H. A grievance not timely processed shall be time barred. An extension of timelines shall be accepted if mutually agreeable to the Association and Administration at a given level.

\* For the time period June 15-August 15, the specified number of days will refer to normal business days only.

#### **10:2 MISCELLANEOUS:**

- A. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed, but may be the subject of negotiation. Any grievance, which arose prior to the effective date of this Agreement, shall not be processed.
- B. No back pay shall be awarded for any period prior to thirty (30) days before filing of a written grievance. No claim for back wages shall exceed the amount of wages the teacher would otherwise have earned at his regular rate. Any settlement of a back-pay claim shall be limited to the amount of wages the teacher would otherwise have earned from his regular employment with the district less any wages earned during the time he is off work.

## SECTION 11

### PROFESSIONAL NEGOTIATIONS

#### 11:1 COMMENCEMENT OF NEGOTIATIONS:

Not later than April 1 of the school year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor agreement in accordance with the procedure set forth herein a good faith effort to reach agreement concerning teachers' salaries, hours and other conditions of their employment. Such negotiations shall include the subjects covered by this Agreement and any other matters dealing with wages, hours, and conditions of employment, as defined by Act 379. Any Agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the Association.

- A. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals.
- B. If the negotiations described in this section have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended, shall be followed during the life of this contract.

#### 11:2 UNRESTRAINED NEGOTIATIONS:

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.

- A. Bargaining During Life of Contract:

Therefore, the Board and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement.

- B. Exception:

It is understood by the parties that this provision shall not be construed to apply to negotiations for a successor agreement as defined above in Section 12:1.

**11:3 SELECTION OF REPRESENTATIVES:**

Neither party in any negotiations shall have any control over the selection of the representatives of the other party.

Despite reference herein to the Board and the Association, as such, each reserves the right to act hereunder by committee, individual teacher, or designated representative.

**11:4 MODIFICATION OF THIS AGREEMENT:**

This Agreement may not be modified in whole or in part by the parties except by mutual written agreement.

**SECTION 12**

**STRIKES AND SANCTIONS**

**12:1 NON-AUTHORIZATION OF STRIKE OR WORK STOPPAGE BY ASSOCIATION:**

The Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strike and work stoppage shall be deemed to include, but are not limited to, bluffs or any other type of interference of any kind whatsoever with operations at any of the facilities, buildings or locations of the Board, and picketing or demonstrating of any kind at any time. This provision applies to this school district only and not to activities of teachers within district who are carrying out MEA-related functions not in relation to this school system.

**12:2 UNFAIR LABOR PRACTICES:**

The Board and the Association agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practices in this district as defined by the Public Employment Relations Act.

**12:3 NON-PARTICIPATION BY TEACHER IN STRIKE OR WORK STOPPAGE:**

No teacher employed by the Norway-Vulcan School District shall cause or participate in any of the activities prohibited in Section 12:1 above.

**SECTION 13**

**SUMMER SCHOOL**

**13:1 NOTIFICATION BY TEACHERS OF DESIRE TO TEACH:**

A list of proposed summer school teaching positions will be made available to all teachers on or before May 1. Teachers desiring to teach in the summer school program shall notify the superintendent in writing within the time limits set by the administration.



**13:2 SALARY FOR SUMMER SCHOOL TEACHERS:**

Rates for summer school positions will be determined by the Board following notification to and discussion with the Association.

**SECTION 14**

**PROFESSIONAL COMPENSATION**

**14:1 SALARY SCHEDULE**

The basic salaries of teachers covered by this Agreement are set forth in SCHEDULE A and SCHEDULE B, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

**14:2 DAILY RATE:**

A teacher's daily rate shall be determined by dividing his/her contractual salary by 183 days for the 2018-2019, 2019-2020 & 2020-21 school years.

**14:3 HOURLY RATE:**

A teacher's hourly rate shall be determined by dividing his/her daily rate by 7.

**14:4 EXTRA-DUTY ASSIGNMENT:**

Teachers involved in extra duty assignments set forth in SCHEDULE C-1&2, which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof.

**14:5 PAY CHECKS EVERY ON THE 15<sup>TH</sup> AND 30<sup>TH</sup>:**

The administration agrees to pay dates on the 15<sup>th</sup> and the 30<sup>th</sup> date of each month. Checks in February will be distributed on the 15<sup>th</sup> and the last day of the month.

**14:6 LEVEL OF PREPARATION:**

By June 1<sup>st</sup> of each year, each teacher covered by the Master Agreement, who contemplates movement to a column of higher preparation for the following school year, shall file a letter of intent with the superintendent of schools stating the level of preparation he/she expects to attain. Failure to file such letter of intent shall result in the teacher remaining at the present level of preparation for the contract year. Each person filing a letter of intent shall notify the superintendent of schools no later than September 15 of the school year that he/she has attained the level of preparation. Failure to notify the school shall be reason for withholding the salary increase. If a teacher attains a level



of preparation above that stated in the June 1<sup>st</sup> letter of intent, such higher level of preparation shall not become effective until the next contract period.

**14:7 HEALTH CARE**

If to qualify and receive State Best Practices Funding Policy Holder Status, the following language will be used: "It is the understanding of both parties that the Board is the policyholder of the negotiated MESSA insurance coverage and MESSA will then change the PAR agreement to accord policyholder to the District. The parties further agree that policyholder status will not impair or change the benefit level or carrier negotiated in the collective bargaining agreement or the current claims processing established by MESSA."

- A. The Board agrees to pay the premiums for all teachers (with prorated amount for less than full-time teachers based upon scheduled hours) a MESSA-PAK Plan containing the following provisions:

The District will pay the maximum amount allowed by Michigan law to the hard cap medical insurance language set by the State (July 1 to June 30). The union has the option of smoothing the payments between the single, two person, and full family subscribers. Should the teacher's bargaining unit elect to do smoothing, all teachers receiving health care must participate regardless of the health care plan they select unless deemed invalid by State law, Federal law or a judge of competent jurisdiction. The State Cap will annually be adjusted each July 1 for the duration of this contract using the State approved cap established at the start of the calendar year.

**PAK A**

1. MESSA Choices II (Saver RX)  
(500/1000 Deductible)  
(\$20/\$25/\$50 Office Visit)
2. Dental Coverage – 80/80/80 \$1,000 Annual Max  
80: 1,500.00 Lifetime Max  
Two Cleanings Per Year, No Adult Orthodontics
3. Life Insurance - \$40,000 Group Term Life
4. Vision Insurance -- VSP-3

**PAK B**

1. No health insurance.
2. Dental Coverage – 80/80/80 \$1,000 Annual Max  
80: 1,500.00 Lifetime Max  
Two Cleanings Per Year, No Adult Orthodontics

3. Life Insurance - \$50,000 Group Term Life
4. Dependent Life Insurance \$5,000 Spouse and Children
5. Vision Insurance – VSP-3 Plus

**PAK C**

1. MESSA ABC Plan 1, \$1,300 individual/\$2,700 family deductible, ABC Rx with Mandatory Mail
2. Dental Coverage – 80/80/80 \$1,000 Annual Max  
80: 1,500.00 Lifetime Max  
Two Cleanings Per Year, No Adult Orthodontics
3. Life Insurance - \$40,000 Group Term Life
4. Vision Insurance – VSP -3

For teachers selecting Plan B, the Board agrees to pay \$500 per month he/she remains in Plan during the life of the agreement.

In the event of a status change such as a divorce or death of a spouse carrying primary insurance, a change from Plan B to Plan A will be allowed and the \$500 Plan B payment will be pro-rated according to the length of time the teacher has received Plan B. coverage.

- B. Any insurance benefits provided for herein shall be subject to the terms and conditions specified in the School District’s group insurance policy, and any claim by the teacher shall not be the basis of a grievance or subject to arbitration.

The School District, by payment of the premiums required to provide coverage as agreed upon, shall be relieved from all liability with respect to any insurance benefits provided in the Agreement. The failure of an insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the School District or the Association nor shall failure be considered a breach by either of them of any obligations under this agreement.

**14:8 SUPPLEMENTAL SALARY SCHEDULE:**

Supplemental salary payments are set forth in SCHEDULE C-1&2.

**14:9 RETIREMENT CONTRIBUTIONS:**



The Board agrees to pay retirement contributions for all teachers as required by law. Association members, who elect to participate in the Member Investment Plan, will have payroll deductions made by the Board to cover their portion of the contribution.

**14:10 RETIREMENT OR DEATH BENEFIT:**

In recognition of service to the Norway-Vulcan Area Schools, a teacher will be paid upon retirement from the district, or death while employed by the district, for each sick day accumulated. Payment will be based on the following sliding scale and compensated at the highest rate they are eligible to receive:

# of Sick Days	Payment
50 – under	\$10/day
51 – 100	\$20/day
101 – 125	\$30/day
126 – 150	\$35/day
151 --	\$45/day

To qualify, a teacher must have a minimum of seven (7) years of service in the Norway-Vulcan Area School District. All years of service will be paid including the first seven (7) qualifying years. This payment shall be made upon showing proof that the retiree is receiving retirement benefits under the Michigan School Teachers Retirement System.

The payment for part-time teachers will be prorated (i.e., a half-time (1/2) teacher would receive one half the amount indicated on the sliding scale provided all other qualification are met). For example, if a teacher is retiring and has 125.5 sick days accumulated, that number shall be rounded up to 126 days for the purpose of calculating their payout in the 126-150 day category as listed above.

**14:11 DIRECT DEPOSIT**

The administration shall distribute pay through a direct deposit format. Teachers who do not assign an account for their pay to be direct deposited shall receive a debit card with the amount of their net pay charged to it. Check stubs will be reviewable for teachers online.

**SECTION 15**

**MISCELLANEOUS PROVISIONS:**

**15:1 SCHOOL CALENDAR:**

The Board and the Association agree that the following will be provided for in the school calendar:

- A. The necessary hours required by the state to qualify for full state aid payments.

- B. One hundred eighty (180) days of student instruction for the 2018-2019, 2019-2020 & 2020-2021 school years.
- C. One hundred eighty-three (183) teacher days for school years 2018-19; 2019-2020; and 2020-2021 to include one day of ISD wide professional development if available and additional PD time to cover the five days (30 hours) of professional development to be offered by the District as required by the State.
- D. Provisions will be made in each year of the contract to provide teacher in-service days.
- E. In addition to regularly scheduled holidays there will be no school for students or staff on the Wednesday before Thanksgiving (November 21, 2018), President's Day (Monday, February 18, 2019), Good Friday (April 19, 2019), and the Monday following Easter (April 22, 2019).

The calendar for the 2018-2019 school year is attached hereto as SCHEDULE D.

**15:2 AGREEMENT SUBJECT TO LAWS OF STATE:**

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Association, and teachers in the bargaining unit, and in the event that any provisions of this Agreement shall be any time held to be contrary to the law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provide for doing so, such provision shall be void and inoperative; however, all other of the Agreement shall continue in effect.

**15:3 COPIES OF AGREEMENT:**

The Board agrees to make available to every teacher a copy of the current Master Agreement by electronic means within ten (10) days after the last contract draft is approved and signed by both sides. A copy is made available on the school website. An electronic copy, upon request will be sent by attachment to school email to any teacher who requests a copy. A hard copy (paper) will be given to any teacher requesting one within three (3) business days.

**15:4 SECTION HEADINGS:**

The various section and subsection headings of this Agreement have been added for the convenience of the reader, and accordingly, they shall not be utilized in the interpretation of the meaning of the various terms and provisions of the Agreement. Only the Language of the Agreement itself shall be utilized for purposes of interpretation.

**15:5 SUFFICIENCY OF NOTICE:**

Notice to the Association, as provided for hereunder, need not be sent or served upon the Norway-Vulcan Education Association or the Michigan Education Association. Instead, notice shall be sufficient if served upon the President of the local chapter of the teachers.

**15:6 BID INSURANCE LAW** If the state of Michigan promulgates a bid insurance law that supersedes over this local contract, the parties agree to renegotiate that part of the contract.

**15:7 EMERGENCY MANAGER:**

An emergency manager appointed under the conditions of the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, has the right to reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575.

**15:8 ATTENDANCE BONUS:**

For the School Years 2018-19, 2019-2020, and 2020-2021, the District will pilot an attendance bonus program to operate as follows: The District and the teaching staff shall share the potential savings should the number of sick/personal days used by the teaching staff is less than two hundred ten (210) total days. For example, if the total number of sick/personal days used by the staff is 150 total days and if the daily wages for subs was \$95 per day, then there would be 60 days of shared savings. These savings will be divided on a 50/50 basis. Therefore,  $60 \times \$95.00 = \$5,700.00$ . \$5,700 would then be split between the District and the teaching staff with \$2,850 going to the teaching staff. The \$2,850 would then be divided among teaching staff who had not used more than 5 (5) sick/personal days. Teachers using more than five (5) sick/personal days are not eligible for this bonus.

**15:9 MERIT PAY** In order to comply with Section 164h(1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies no later than October 1 of each year. Such policy shall not, in any way, alter the provisions contained in this Collective Bargaining Agreement. If there is a situation wherein the District would face a penalty affecting state aid agreements in regard to this issue, a letter of agreement would be entered into which satisfies state requirements.

**15:10 Wages:**

For 2018-19: Steps, lanes and longevity and a 1.0% increase to the wage scale.

For 2019-20: Steps, lanes and longevity and a 1.25% increase to the wage scale.

For 2020-21: Steps, lanes and longevity and a 1.5% increase to the wage scale.



**15:11 Early Notification Incentive:** an early notification incentive will be offered which will be structured, dollars-wise in the same fashion as the Incentive offered in a Letter of Agreement during the 2017-19 school years. The incentive will be offered twice during the life of this contract (July of 2018-June 30, 2021). The years of the incentive will be offered in are the 2018-19 school years and the 2020-2021 school years. In order to participate in the incentive plan during either school year a teacher must give notice of participation by, respective of the year of participation, February 15<sup>th</sup>. **In order to participate a teacher must have twenty years of service (20) to Norway-Vulcan Area Schools.**

## SECTION 16

### DURATION OF CONTRACT

**16:1 DURATION:**

The provisions of this Agreement shall be effective as of the date of final signatures and shall pertain to the 2018-2019, 2019-2020, and 2020-2021 school years whose fiscal year begins on July 1, 2018 and shall continue and remain in full force and effect to and including June 30, 2021 and thereafter for successive periods of three (3) years unless either party shall, on or before April 1, 2021 serve written notice on the other party of a desire to terminate, modify, change, or amend this Agreement. A notice of desire to modify, change, amend or any combination thereof, shall have the effect of terminating the entire agreement on the expiration date in the same manner as a notice to terminate, unless before that date, all suggestions of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

IN WITNESS WHERE OF, the parties have executed this AGREEMENT by their duly authorized representative the day and year first above written.

BOARD OF EDUCATION

Norway-Vulcan Area Schools

Date: 9-12-18 By: Candy Brews

Date: 9-12-18 Gerald Cieslak

Date: \_\_\_\_\_

Norway-Vulcan Education Association

Date: 9-13-18 By: Jannette Sword  
Elin Bernat

Norway-Vulcan Area Schools  
Teaching Staff Wage Grid  
Appendix A - Teachers Hired After 07/01/2003  
2018-2019

Position	Step			
	BA/BS	BA/BS + 20	MA	MA + 30
1	37,187	38,957	40,730	43,389
2	38,957	40,730	42,500	45,157
3	40,730	42,500	44,270	46,929
4	42,500	44,270	46,040	48,698
5	44,270	46,040	47,813	50,470
6	46,948	48,756	50,564	53,271
7	48,756	50,564	52,366	55,076
8	50,564	52,366	54,172	56,881
9	52,366	54,172	55,982	58,687
10	54,172	55,951	57,783	60,495
11	54,172	57,783	59,590	62,301
12	54,172	57,783	61,398	64,106
13	54,172	57,783	63,204	65,915
14	54,172	57,783	63,204	65,915
15	54,172	57,783	63,204	65,915
16	54,172	57,783	63,204	65,915
17	54,172	57,783	63,204	65,915
18	54,172	57,783	63,204	65,915
19	54,172	57,783	63,204	65,915
20	55,982	59,590	65,009	67,717



Norway-Vulcan Area Schools  
Teaching Staff Wage Grid  
Appendix A - Teachers Hired After 07/01/2003  
2019-2020

Position	Step			
	BA/BS	BA/BS + 20	MA	MA + 30
1	37,652	39,444	41,239	43,931
2	39,444	41,239	43,031	45,722
3	41,239	43,031	44,824	47,515
4	43,031	44,824	46,615	49,307
5	44,824	46,615	48,411	51,101
6	47,535	49,365	51,196	53,937
7	49,365	51,196	53,021	55,765
8	51,196	53,021	54,850	57,592
9	53,021	54,850	56,682	59,421
10	54,850	56,650	58,505	61,251
11	54,850	58,505	60,335	63,080
12	54,850	58,505	62,165	64,907
13	54,850	58,505	63,994	66,739
14	54,850	58,505	63,994	66,739
15	54,850	58,505	63,994	66,739
16	54,850	58,505	63,994	66,739
17	54,850	58,505	63,994	66,739
18	54,850	58,505	63,994	66,739
19	54,850	58,505	63,994	66,739
20	56,682	60,335	65,821	68,564

Norway-Vulcan Area Schools  
Teaching Staff Wage Grid  
Appendix A - Teachers Hired After 07/01/2003  
2020-2021

Position	Step			
	BA/BS	BA/BS + 20	MA	MA + 30
1	38,217	40,035	41,858	44,590
2	40,035	41,858	43,677	46,407
3	41,858	43,677	45,496	48,228
4	43,677	45,496	47,315	50,046
5	45,496	47,315	49,137	51,867
6	48,248	50,106	51,964	54,746
7	50,106	51,964	53,816	56,601
8	51,964	53,816	55,672	58,456
9	53,816	55,672	57,532	60,312
10	55,672	57,500	59,383	62,170
11	55,672	59,383	61,240	64,026
12	55,672	59,383	63,098	65,881
13	55,672	59,383	64,954	67,740
14	55,672	59,383	64,954	67,740
15	55,672	59,383	64,954	67,740
16	55,672	59,383	64,954	67,740
17	55,672	59,383	64,954	67,740
18	55,672	59,383	64,954	67,740
19	55,672	59,383	64,954	67,740
20	57,532	61,240	66,809	69,592

A teacher becomes eligible for a \$1000 longevity payment upon completion of 25 years teaching experience in an accredited public/private K-12 school district and 15 years of teaching service to Norway-Vulcan Area Schools. Longevity shall be computed on the basis of the fiscal school year, starting July 1 and ending June 30. Date of hire shall be the first day of work performed by the teacher for which she/he is paid by the district for regular employment and shall be computed from the July 1 nearest the date of hire. Teachers will receive longevity payments as part of their regular salary each subsequent year of employment.

All teachers hired after July 1, 2003 will be placed on Schedule A.





Norway-Vulcan Area Schools  
Teaching Staff Wage Grid  
Appendix B - Teachers Hired Prior to 07/01/2003  
2018-19

Position	Step							
	BA/BS	BA/BS + 10	BA/BS + 20	BA/BS + 30	BA/BS + 36 MA	BA/BS + 46 MA + 10	BA/BS + 56 MA + 20	BA/BS + 66 MA + 30
10	54,172	55,076	55,982	56,881	57,783	58,687	59,590	60,495
11	54,172	55,076	57,783	58,687	59,590	60,495	61,085	62,301
12	54,172	55,076	57,783	58,687	61,398	62,301	63,204	64,106
13	54,172	55,076	57,783	58,687	63,204	64,106	65,009	65,915
14	54,172	55,076	57,783	58,687	63,204	64,106	65,009	65,915
15	54,172	55,076	57,783	58,687	63,204	64,106	65,009	65,915
16	54,172	55,076	57,783	58,687	63,204	64,106	65,009	65,915
17	54,172	55,076	57,783	58,687	63,204	64,106	65,009	65,915
18	54,172	55,076	57,783	58,687	63,204	64,106	65,009	65,915
19	54,172	55,076	57,783	58,687	63,204	64,106	65,009	65,915
20	55,982	56,881	59,590	60,495	65,009	65,915	66,814	67,717

BS+36=Masters      Hours beyond BS+30 to be pre-approved by superintendent and must be related to teachers teaching area.

A teacher becomes eligible for a \$1000 longevity payment upon completion of 25 years teaching experience in an accredited public/private K-12 school district and 15 years of teaching service to Norway-Vulcan Area Schools. Longevity shall be computed on the basis of the fiscal school year, starting July 1 and ending June 30. Date of hire shall be the first day of work performed by the teacher for which she/he is paid by the district for regular employment and shall be computed from the July 1 nearest the date of hire. Teachers will receive longevity payments as part of their regular salary each subsequent year of employment.

Upon completion of a Master's Degree a teacher on Schedule B may choose the lane which is most advantageous and for which they are eligible.



Norway-Vulcan Area Schools  
Teaching Staff Wage Grid  
Appendix B - Teachers Hired Prior to 07/01/2003  
2019-2020

Position	Step							
	BA/BS	BA/BS + 10	BA/BS + 20	BA/BS + 30	BA/BS + 36 MA	BA/BS + 46 MA + 10	BA/BS + 56 MA + 20	BA/BS + 66 MA + 30
10	54,850	55,765	56,682	57,592	58,505	59,421	60,333	61,251
11	54,850	55,765	58,505	59,421	60,335	61,251	61,850	63,080
12	54,850	55,765	58,505	59,421	62,165	63,080	63,992	64,907
13	54,850	55,765	58,505	59,421	63,994	64,907	65,820	66,739
14	54,850	55,765	58,505	59,421	63,994	64,907	65,820	66,739
15	54,850	55,765	58,505	59,421	63,994	64,907	65,820	66,739
16	54,850	55,765	58,505	59,421	63,994	64,907	65,820	66,739
17	54,850	55,765	58,505	59,421	63,994	64,907	65,820	66,739
18	54,850	55,765	58,505	59,421	63,994	64,907	65,820	66,739
19	54,850	55,765	58,505	59,421	63,994	64,907	65,820	66,739
20	56,682	57,592	58,505	61,251	65,821	66,739	67,648	68,564

Norway-Vulcan Area Schools  
Teaching Staff Wage Grid  
Appendix B - Teachers Hired Prior to 07/01/2003  
2020-2021

Position	Step							
	BA/BS	BA/BS + 10	BA/BS + 20	BA/BS + 30	BA/BS + 36 MA	BA/BS + 46 MA + 10	BA/BS + 56 MA + 20	BA/BS + 66 MA + 30
10	55,672	56,601	57,532	58,456	59,383	60,312	61,238	62,170
11	55,672	56,601	59,383	60,312	61,240	62,170	62,778	64,026
12	55,672	56,601	59,383	60,312	63,098	64,026	64,952	65,881
13	55,672	56,601	59,383	60,312	64,954	65,881	66,807	67,740
14	55,672	56,601	59,383	60,312	64,954	65,881	66,807	67,740
15	55,672	56,601	59,383	60,312	64,954	65,881	66,807	67,740
16	55,672	56,601	59,383	60,312	64,954	65,881	66,807	67,740
17	55,672	56,601	59,383	60,312	64,954	65,881	66,807	67,740
18	55,672	56,601	59,383	60,312	64,954	65,881	66,807	67,740
19	55,672	56,601	59,383	60,312	64,954	65,881	66,807	67,740
20	57,532	58,456	59,383	62,170	66,809	67,740	68,662	69,592

Norway Vulcan Area Schools  
Schedule C-1  
FY 2018-2019;2019-2020;2020-2021

Schedule C Salaries are figured on the zero step that was removed from Schedule B in 1991. With subsequent increases (decreases), the basis for this schedule is as follows:

2018-19	2019-2020	2020-2021
		1.25%
32,505	32,911	33,405

Position	Percent of Base	2018-19	2019-20	2020-21
<b>Football</b>				
Varsity Head Coach	18%	5,851	5,924	6,013
Assistant Varsity Coach (2)	11%	3,576	3,620	3,675
Junior Varsity Head Coach	11%	3,576	3,620	3,675
Assistant Junior Varsity Coach	8%	2,600	2,632	2,672
Freshman Head Coach	9%	2,925	2,962	3,006
Assistant Freshman Coach	7%	2,275	2,304	2,338
<b>Basketball</b>				
Varsity Head Coach	18%	5,851	5,924	6,013
Junior Varsity Head Coach	11%	3,576	3,620	3,675
Freshman Head Coach	8%	2,600	2,632	2,672
<b>Wrestling</b>				
Varsity Head Coach	12%	3,901	3,949	4,009
Varsity Assistant Coach	8%	2,600	2,632	2,672
<b>Track</b>				
Varsity Head Coach	9%	2,925	2,962	3,006
<b>Volleyball</b>				
Varsity Head Coach	12%	3,901	3,949	4,009
Junior Varsity Head Coach	8%	2,600	2,632	2,672
Baseball - Boys	5%	1,625	1,646	1,670
Softball - Girls	5%	1,625	1,646	1,670
Cross Country	5%	1,625	1,646	1,670
Golf	5%	1,625	1,646	1,670
Skiing	4%	1,300	1,316	1,336
Tennis	5%	1,625	1,646	1,670
7th Grade Basketball	4%	1,300	1,316	1,336
8th Grade Basketball	4%	1,300	1,316	1,336
Weight Room Supervisor	5%	1,625	1,646	1,670
<b>Cheerleading</b>				
High School Head Coach	3%	975	987	1,002
Middle School Head Coach	2%	650	658	668
Competitive Head Coach	3%	975	987	1,002

Norway Vulcan Area Schools  
Schedule C-2  
FY 2018-19, 2019-2020, 2020-2021

Schedule C Salaries are figured on the zero step that was removed from Schedule B in 1991. With subsequent increases (decreases), the basis for this schedule is as follows:

2018-19	2019-20	2020-21
		1.25%
32,505	32,911	33,405

Position	Percent of Base	2018-19	2019-20	2020-21
<b>Class Advisors</b>				
Senior	3.5%	1,138	1,152	1,169
Junior	3.5%	1,138	1,152	1,169
Sophomore	1%	325	329	334
Freshman	1%	325	329	334
Elementary Christmas Program	1%	325	329	334
School Events/Publicity Director	3%	975	987	1,002
School Store	2%	650	658	668
Journalism Director	6%	1,950	1,975	2,004
<b>Student Council Advisors</b>				
High School	3%	975	987	1,002
Middle School	3%	975	987	1,002
National Honor Society Director	2%	650	658	668
<b>Clubs</b>				
Art	2%	650	658	668
Drama	3%	975	987	1,002
Foreign Language	2%	650	658	668
Forensics	3%	975	987	1,002
Hi-Q	2%	650	658	668
High School Bowl	2%	650	658	668
Key	2%	650	658	668
Band Director	9%	2,925	2,962	3,006
Color Guard Advisor	3%	975	987	1,002
Pre-School Supervisor	3%	975	987	1,002
<b>Noon Hour Supervisor</b>				
Elementary	3%	975	987	1,002
Middle School	3%	975	987	1,002
High School	3%	975	987	1,002
<b>Bus Supervision</b>				
Twenty Minutes Per Day	1.5%	487	494	501
Forty Minutes Per Day	3%	975	987	1,002
Instructional Services - rate per hour		20	20	20
Driver's Education - rate per hour		20	20	20



Director of Guidance - up to 10 additional work days per year may be required.  
Payment will be at the regular daily base salary rate.

By mutual agreement between the administration and the teacher, a staff member may have their school year extended to perform specialized tasks which impact student learning and can not be performed during the regular school time. Payment will be at the regular daily base rate of the teacher.

Longevity - for athletic positions only, an increase of 5% of the coaching salary will be given after 10 years of service in the same coaching position.



Schedule D

NORWAY-VULCAN AREA SCHOOLS  
2018-2019 CALENDAR

\*Tentative\*

Monday, August 27 <sup>th</sup>	Teacher in-service
Tuesday, August 28 <sup>th</sup>	First day of school for students
Friday, August 31 <sup>st</sup>	Labor Day break
Tuesday, September 4 <sup>th</sup>	Classes resume
Tuesday, September 11 <sup>th</sup>	½ Day In-service
Wednesday, October 10 <sup>th</sup>	In-service day
Thursday, November 1 <sup>st</sup>	½ day In-service
Wed/Thurs/Fri., Nov. 21, 22 & 23	Thanksgiving vacation
Monday, December 24 <sup>th</sup>	Begin Christmas Break
Monday, January 7 <sup>th</sup>	Classes resume
Friday, February 1 <sup>st</sup>	½ day In-service
Monday, February 18 <sup>th</sup>	President's Day
Friday, March 15 <sup>th</sup>	½ Day In-service
Monday, April 1 <sup>st</sup>	Begin Spring Break
Monday, April 8 <sup>th</sup>	Classes Resume
Friday, April 19 <sup>th</sup>	Good Friday
Monday, April 22 <sup>nd</sup>	Easter Monday
Friday, May 3 <sup>rd</sup>	½ Day In-service
Monday, May 27 <sup>th</sup>	Memorial Day
Monday, June 10 <sup>th</sup>	Last day of school for students



Student Contact Days

August	3 days
September	19 days
October	22 days
November	19 days
December	15 days
January	19 days
February	18 days
March	20 days
April	15 days
May	22 days
June	<u>8 days</u>
	180 days

Teacher Work Days

August	4 days
September	19 days
October	23 days
November	19 days
December	15 days
January	19 days
February	19 days
March	21 days
April	15 days
May	22 days
June	<u>8 days</u>
	184 days

## HOURS OF INSTRUCTION

Scheduled days/hours of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, emergencies, mechanical breakdowns, or health conditions as defined by city, county or state health authorities, may be rescheduled at the discretion of the Board of Education to ensure that there are a minimum of hours necessary to receive full state aid. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.

The Board of Education shall not be required to cancel a work day (in other words, a day when teachers report but students are not in session such as an end of semester grading day, a parent/teacher conference day, or an in-service day) or that portion of any day which is scheduled to be a partial work day even though students do not report. However, the Board may cancel such a day or partial day in its sole discretion. The Board shall not be required to reschedule any work day, or a partial work day which is cancelled, but may do so in its sole discretion.

Total annual salary is based upon 183 days of work for the duration of this agreement regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Teachers will be paid an additional per diem rate only for any days which they are required to work as part of the regular school year beyond those numbers listed above.

In the event a teacher receives unemployment compensation benefits of any nature during the school year associated with his or her regular teaching assignment due to days of instruction not being held when scheduled due to conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the teacher works those instructional days at a later time, the teacher will have his or her pay adjusted, such that his or her unemployment compensation plus the salary paid to the teacher for the year will be equal to the annual salary he or she would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons.



**Norway-Vulcan Area Schools**

**Teacher Grievance** \_\_\_\_\_

**Association Grievance** \_\_\_\_\_

**(Check one)**

# \_\_\_\_\_

**Level I**

*Ongoing informal discussion between staff, Association representative and administration should first take place prior to filing of a grievance, with the object of resolving the matter informally.*

Date of meeting: \_\_\_\_\_

In Attendance: \_\_\_\_\_  
\_\_\_\_\_

*If the claim is unresolved, a written grievance is to be presented to the teacher's principal or athletic director within ten (10)\* days after its occurrence. Within ten (10) days of receipt of the grievance, a mutually agreed upon meeting must be scheduled. Disposition will occur within ten (10) days from the date of the meeting. If no disposition has been made within ten (10) days of such meeting, the grievance will move to Level II.*

**Grievance:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Relief Sought:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Principal/Supervisor

**Disposition:**



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\_\_\_\_\_  
Date Principal/Supervisor

*If the grievant is not satisfied with the disposition of the grievance at Level I, or if no disposition has been made within the allotted time, the written grievance shall be transmitted to the Superintendent.*

**Level II**

\_\_\_\_\_  
Date Received Initialed

*Within ten (10) days, the Superintendent or his/her designee shall meet with the grievant on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the grievant. If no disposition has been made within ten (10) days of such meeting the grievance will be moved to Level III.*

**Disposition:**

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\_\_\_\_\_  
Date Superintendent/Designee

**Action of Teacher:** (Check one below)

Grievance Satisfactory Resolved: \_\_\_\_\_

I Desire to Appeal This Decision to **Level III:** \_\_\_\_\_



*If the grievance is unresolved at Level II, the written grievance shall be submitted to the Board of Education within ten (10) days of the disposition at Level II. The Personnel Committee of the Board will address the issue within fourteen (14) days of the date of the receipt of the grievance at Level III. The Board of Education will hold a hearing at their next scheduled board meeting following the Personnel Committee meeting. Disposition will occur within ten (10) days from the date of the Board Hearing.*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Initialed

*Level IV If resolution is not achieved at Level III, or if no disposition has been made within the period provided, the Association has fifteen (15) days from the date of disposition at Level III in which to file for arbitration.*

- Attachments:
- 1) \_\_\_\_\_
  - 2) \_\_\_\_\_
  - 3) \_\_\_\_\_
  - 4) \_\_\_\_\_

\* For the time period June 15 – August 15, the specified number of days will refer to normal business days only.

NORWAY-VULCAN AREA SCHOOLS  
2018-19, 2020-21 RESIGNATION INCENTIVE PLAN  
FOR NORWAY-VULCAN TEACHERS

Resignation & Release Agreement

I, \_\_\_\_\_, make this Agreement with the Norway-Vulcan Area Schools and its Board of Education, their officers, members, employees, agents and administrators (individually and collectively called "the District").

**A. Notice of Resignation**

No later than February 15 of the year applied for school District must receive written notification: by my signature on the last page, I voluntarily elect to participate in the 2018-19 or 2020-21 Resignation Incentive Plan for Norway-Vulcan Teachers, as adopted in the contract between Norway-Vulcan Area Schools and the Norway-Vulcan Education Association contract covering school years 2018-19 through 2020-21. In said contract the parties have agreed that a plan will be offered during the 2018-19 and 2020-21 school years ("Plan"). I have read the Plan and I voluntarily and knowingly choose to resign as of June 30, 2018 and participate in the Plan.

**B. Resignation Date—I have provided the District with notification of my intent to officially resign as of June 30, 2019 or June 30, of 2021 respective of the year applied in.**

By my signature on the last page, I resign any and all employment with the District effective June 30, of either 2019 or June 30 of 2021 respective of the year applied for.

**C. Release and Covenant Not to Sue**

In exchange for the 2018-19 or 2020-21 (respective of the year applied for) Resignation Incentive Plan benefit I will receive, which I have not earned and to which I am not otherwise entitled, I voluntarily and knowingly release, waive and give up any and all claims or causes of action, known or unknown, that I may have against the District. Except as stated herein, I promise never to sue the District, or make or file any claims, charges, complaints or grievances of any kind, type or nature whatsoever against the District.

I understand and intend for this release of claims to be interpreted in the broadest fashion permitted by law. This release includes, but is not limited to, all of the following: (1) claims or actions arising out of or during my employment with the District and/or my separation from that employment; (2) claims of discrimination or retaliation under state or federal law, specifically including claims under the federal Age Discrimination in Employment Act of 1967, as amended, the Title VII of the federal Civil Rights Act of 1964, the federal Americans with Disabilities Act, the Elliott-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, and any other state, federal or local statute, rule or regulation; (3) any other claims or actions whatsoever whether founded upon contract, tort, agreement, equity, Board policy, federal or state

Constitution, common law, violation of public policy, or any other theory; (4) any claims for attorneys' fees, or compensation of any type or nature whatsoever.

**D. Waiver of Tenure Rights and Protected Property Interest**

By my resignation, I specifically waive and release any tenure rights or claims pursuant to the Michigan Teachers' Tenure Act, as amended, which I may have acquired, and any other protected property interest.

I understand that this release does not apply to any charge of employment discrimination that I may file with the EEOC, or any state or local fair employment agency acting as an EEOC referral agency, for purposes of filing a charge with the EEOC. I also understand that I may cooperate with an investigation by the EEOC or EEOC referral agency. However, I knowingly and voluntarily waive, release, and give up my right to personally receive any money damages or other payment or benefit arising out of any such charge or investigation.

I also understand that I am not waiving and giving up my rights under this Resignation and Release Agreement.

**E. Acknowledgements**

I understand and agree that:

**(1) I have been advised in writing by the District to consult with an attorney of my choice and at my expense before signing this Agreement. I have had adequate time to do so if I believed such consultation was necessary.**

**(2) I am entitled to at least 30 days to consider this Agreement. If the full thirty (30) days has not elapsed at the time I sign this Agreement, I acknowledge that I have knowingly and voluntarily chosen to sign this Agreement before the expiration of the thirty (30) day period. Pursuant to the Older Workers' Benefit Protection Act of 1990, attached as Exhibit A is information concerning the ages and job titles of the District's Norway-Vulcan Education Association ("NVEA") bargaining unit employees who are eligible to receive this Plan's benefits and those who are ineligible to receive such benefits.**

**(3) My waiver/release of rights under the federal Age Discrimination in Employment Act of 1967, as amended ("ADEA"), does not apply to any "future claims or rights" as that phrase is defined within the Older Workers' Benefit Protection Act, including future ADEA claims.**

**(4) If I change my mind about participating in the Plan, I understand that I may revoke this Agreement. In order to revoke, I must deliver a written revocation to the Office of the Superintendent not later than seven (7) days following the date of the**

**delivery of my signed Resignation & Release Agreement to the District. If I do not revoke within the Revocation Period, this Agreement is effective and enforceable, without any further action by the District or me, immediately following the expiration of the Revocation Period.**

**(5) I am not otherwise entitled to the resignation incentive benefits I will receive under this Plan.**

**(6) I sign this Agreement voluntarily, after carefully reading it, and fully understanding its contents. No representative of the District has influenced or coerced my decision to sign this Agreement.**

**(7) I have received from the District information about this Plan relevant to my decision to resign at this time under the Plan. I have had adequate time to consider such information and to ask questions about it.**

**F. Benefit Payment**

I understand that the Resignation Incentive Plan Benefit will be determined as follows:

**(1) The amount of the incentive benefit shall be:**

**(a) \$5,000 per year for three consecutive years.**

**(2) The benefit shall be paid as a non-elective employer contribution to the 403(b) plan account of each eligible teacher's choice not later than January 31, 2020 in the first year; not later than January 31, 2021 in the second year; and not later than January 31, 2022 in the third year (if applying for the Plan during the 2018-19 school year) or not later than January 31, 2022 in the first year; January 31, 2023 in the second year; and not later than January 31, 2024 in the third year (if applying for the Plan during the 2020-21 school year.**

**(3) There is no limit to the maximum number of eligible teachers who can make this election.**

**G. No Unemployment Compensation Benefits**

I understand that my voluntary resignation under this Plan renders me ineligible for unemployment compensation benefits. I agree not to file a claim for such benefits. I agree either to pay the District or to return to the District a portion of the Plan benefit equal to any such benefits if I file for and receive unemployment benefits after participating in this Plan.

**H. Other Benefits**

I also understand that my participation in this Plan does not disqualify me from the contractual benefit, if applicable, described in Section 14.9 and/or Section 14.10 of the collective bargaining agreement between the NVEA and the District.

**I. Entire Agreement**

This Agreement contains the entire agreement and understanding between the District and me. There are no oral or written promises or representations other than those contained in this Agreement. There may be no modification of this Agreement unless in writing and approved by the Board of Education in open session.

**J. Binding Agreement**

This Agreement binds my heirs, administrators, personal representatives, successors, assigns and me.

I HAVE RECEIVED AND READ THE 2018-19 or the 2020-21 RESIGNATION INCENTIVE PLAN( RESPECTIVE OF YEAR APPLIED IN) FOR NORWAY-VULCAN TEACHERS. I HAVE READ AND I UNDERSTAND THE TERMS OF THIS RESIGNATION & RELEASE AGREEMENT AND I VOLUNTARILY ACCEPT THEM.

\_\_\_\_\_  
Teacher's Signature\*

Date: \_\_\_\_\_

\_\_\_\_\_  
Teacher's Printed Name

\_\_\_\_\_  
DESIGNATED BENEFICIARY:

\_\_\_\_\_  
\_\_\_\_\_

\*Teacher has 7 calendar days from this date to revoke.



NORWAY-VULCAN AREA SCHOOLS

WAIVER AND RELEASE OF CLAIMS

This Voluntary Severance Resignation Incentive Plan Agreement and Waiver/Release of Claims is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, between \_\_\_\_\_ (hereinafter "Employee"), and the Board of Education of the Norway-Vulcan Area Schools (hereinafter "Board"), in consideration of the following:

1. Employee agrees that he/she has voluntarily elected to participate in the Voluntary Severance Resignation Incentive Plan (VSRIP) and accepts the benefit of the VSRIP. Further, Employee agrees that he/she has submitted his/her voluntary resignation from employment with the Norway-Vulcan Area Schools for the purpose of resignation effective June 30, 2018, according to the terms and conditions of the VSRIP. Such resignation is irrevocable when accepted by the Board according to the terms of the VSRIP. Further, Employee understands that he/she could have rejected the offer to participate in the VSRIP and that such rejection would have no impact upon his/her current or future employment with the Norway-Vulcan Area Schools.

2. The Board agrees that it shall provide the VSRIP benefit to Employee according to the terms and conditions of benefit of the Norway-Vulcan Area Schools Board which has offered severance incentive to all certified staff.

3. Employee agrees that in consideration of the VSRIP benefit, he/she discharges, waives, and releases the Board, including its individual Board members, employees, and/or agents from any and all claims, charges, demands and/or causes of action of any kind whatsoever, including those for breach of contract, deprivation of constitutional rights, discrimination with respect to disability, age, sex, religion, race and/or marital status which may have arisen under State or Federal Civil Rights Acts, Whistleblowers Protection Act, and/or Age Discrimination in Employment Act, Retaliation, and/or damages including those for infliction of emotional or mental distress, invasion of privacy, defamation and/or injury to reputation, and any other kind of contractual, legal or equitable claim arising during and from his/her employment with and/or from his/her separation and retirement from the Norway-Vulcan Area Schools pursuant to the terms of the VSRIP, which Employee has or may presently have against any of them.

4. As this is a voluntary resignation, without cause attributable to the employer, the employee shall not be eligible for unemployment compensation.

5. Employee agrees that the Board, including its individual Board members, employees and/or agents have not made any representation or provided any advice with regard to his/her eligibility or benefits under the Michigan Public School Employees Retirement System and he/she agrees that he/she will not attempt to hold them responsible with respect to any dispute or controversy which may arise regarding his/her eligibility and/or benefits with the Michigan Public School Employees Retirement System as a result of his/her retirement and the acceptance of the VSRIP benefit.

6. Employee acknowledges and agrees that he/she has contacted and communicated with the Michigan Public Schools Employees Retirement System to obtain the necessary information and confirmation of his/her retirement eligibility and benefits and has had an opportunity to seek and obtain information and advice with respect to his/her retirement eligibility and benefits under the Michigan Public School Employees Retirement System, including the impact and consequences of the Plan benefit thereon, and has determined that the terms and conditions thereof are acceptable and satisfactory to him/her.

7. Employee acknowledges and agrees that he/she is solely responsible for any tax liability and/or consequences regarding payment of the Plan benefit and that he/she has had the opportunity to seek and obtain information and advice with respect to the tax liability and/or consequences of the payment of the Plan benefit. Further, Employee acknowledges and agrees that the Board, including its individual Board members, administrators, employees and/or agents members, employees and/or agents, have not made any representations or provided any advice with regard to his/her tax liability and/or consequences as a result of the payment of the Plan benefit and agrees that he/she will not attempt to hold them responsible with respect to any tax liability and/or consequences which may arise as a result of the payment of the Plan benefit to him/her.

8. Employee agrees that he/she has been provided at least forty-five (45) days within which to consider the terms of this Agreement and Waiver/Release and the decision to retire and participate in the VSRIP. Further, Employee acknowledges that he/she has a period of seven (7) days following the signing of this Agreement and Waiver/Release within which to revoke any waiver or discharge of an age discrimination claim. Any waiver of age discrimination claims shall not become effective or enforceable until the seven (7) day revocation period has expired. This Agreement and Waiver/Release does not waive any age discrimination claims that may arise after the date it is signed. Employee acknowledges and agrees that he/she has been informed in writing of the employees eligible to participate in the VSRIP and any eligibility factors and/or time limits applicable to receive payment of that benefit. Employee agrees that he/she has received written notification of job titles and ages of all individuals eligible or selected to receive the VSRIP benefit and the ages of any individuals in the bargaining unit who are not eligible for the VSRIP benefit.

9. Employee has been advised in writing to consult with an attorney prior to accepting and signing this Agreement and Waiver/Release and that he/she has had a reasonable opportunity to consult with an attorney and/or seek other consultation and advice from others of his/her own choosing with respect to the content and terms of this Agreement and Waiver/Release. Employee has carefully read and fully understands all of the provisions of this Agreement and Waiver/Release which sets forth the entire agreement between the parties. Employee has not relied upon any representation or statement, written or oral, not set forth in this document. Further, Employee entered into this Agreement and Waiver/Release and submitted his/her resignation pursuant to the VSRIP voluntarily and has not been subject to any duress, intimidation or coercion with respect thereto by the Board, including its individual Board members, employees, and/or agents.

10. Employee and the Board agree that this Agreement and Waiver/Release shall become effective immediately upon execution by the parties. This Agreement and Waiver/Release is binding upon his/her spouse, heirs, personal representatives and agents.

This Agreement and Waiver/Release of Claims is entered into by me this \_\_\_\_ day of \_\_\_\_\_, 2018, as follows:

THIS AGREEMENT CONTAINS A WAIVER AND RELEASE OF CLAIMS!

READ CAREFULLY AND COMPLETELY BEFORE SIGNING!

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Employee Name (Print or Type)

\_\_\_\_\_  
Primary Beneficiary

\_\_\_\_\_  
Contingent Beneficiary

STATE OF MICHIGAN )  
COUNTY OF \_\_\_\_\_ )

)SS.



On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared \_\_\_\_\_ who being duly sworn, says he/she is the person described herein and who executed the foregoing instrument for the purpose therein stated and acknowledged the same as his/her free act and deed.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission expires:

ACCEPTED BY THE  
NORWAY-VULCAN AREA SCHOOLS

By \_\_\_\_\_  
Its \_\_\_\_\_

