

# ***MASTER AGREEMENT***

between the

**Dansville Board of Education**

and the

**Ingham/Clinton Education Association/  
Dansville Education Association,  
MEA/NEA**

**July 1, 2011 – June 30, 2012**

## TABLE OF CONTENTS

	Preamble .....	1
ARTICLE 1	Recognition .....	1
ARTICLE 2	Board Rights .....	2
ARTICLE 3	Teacher Rights .....	2
ARTICLE 4	Professional Compensation and Contracts.....	3
ARTICLE 5	Teaching Hours .....	4
ARTICLE 6	Teaching Conditions .....	8
ARTICLE 7	Vacancies and Promotions.....	9
ARTICLE 8	Leave Policy.....	10
ARTICLE 9	Teacher Evaluation .....	16
ARTICLE 10	Protection of Teachers .....	19
ARTICLE 11	Negotiation Procedures .....	20
ARTICLE 12	Grievance Procedures .....	21
ARTICLE 13	Strike Prohibition.....	25
ARTICLE 14	Professional Development .....	25
ARTICLE 15	Teacher Agency Shop – Dues Checkoff.....	26
ARTICLE 16	Layoff and Recall.....	27
ARTICLE 17	Duration .....	32
APPENDIX A	2011 – 2012 Salary Schedule.....	33
APPENDIX B	Supplementary Pay Schedule.....	36
APPENDIX C	Fringe – Insurance Benefits .....	38
APPENDIX D	2011-2012 School Calendar.....	42

## EDUCATION ASSOCIATION AGREEMENT

### PREAMBLE

This Agreement is entered into July 1, 2011, by and between the Board of Education of the Dansville Schools, hereinafter called the "Board" and the Ingham Clinton Education Association, (ICEA) and the Dansville Education Association, (DEA), hereinafter called the "Association".

### WITNESSETH

**WHEREAS**, a partnership of the Board and the Association recognize and declare shared interests in providing students with quality instruction and a rich learning environment; in providing staff with a professionally rewarding level of income and a supportive work environment; and in fostering a financially secure district, and

**WHEREAS**, it is the purpose of this agreement to reduce in writing the total understanding of the parties regarding wages, hours and working conditions of employees of the Board covered by this agreement, and that all such understanding written to be mutually binding, and

**WHEREAS**, the members of the teaching profession are particularly qualified to offer advice to the district concerning policies and programs designed to improve educational standards, and

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

**WHEREAS**, the parties, following extended and deliberate professional negotiations, have reached certain understandings, which they desire to memorialize, in consideration of the following mutual covenants, it is hereby agreed as follows:

### ARTICLE 1

#### Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of the Michigan Public Employment Relations Act, MCL 423.211, for all professional personnel on contract with the Dansville School, but excluding supervisory and executive personnel, office and clerical personnel and upon notice to the Association, teachers instructing off-site Michigan Virtual University courses until June 30, 2012. Teachers who are employed in the same position as long-term substitutes shall become members of the bargaining unit upon the sixty-first (61<sup>st</sup>) day of their employment; the provisions of right to layoff and recall shall not be afforded to substitutes until the one hundred twentieth (120<sup>th</sup>) day except as required by law. Instructional staff positions that may not necessarily be teaching positions, such as

Speech and Language Pathologist, High School Counselor or other professionals, who pay membership dues, are members of the bargaining unit and are therefore afforded all the rights and regulations of the contract except in matters related to teacher tenure.

- B. Teachers may authorize deduction of membership dues of the Association. Such sum shall be deducted from the regular salaries and remitted to the Association.

## **ARTICLE 2**

### **Board Rights**

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves on itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon 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:
  - 1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees during the working day.
  - 2. To hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, of their dismissal or demotion; and promote and transfer all such employees.
  - 3. To establish grade levels and courses of instruction, including special programs, and to provide such student activities, including athletic, recreational, academic and social events, as deemed necessary or advisable by the Board.
  - 4. To decide upon the curriculum, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, and the adoption of policies, rules, regulations, and practice in the furtherance thereof, and the use of judgement 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 the laws of the State of Michigan, and the Constitution and the laws of the United States.

## **ARTICLE 3**

### **Teacher Rights**

- A. The Board agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his or her membership or non-membership in the Association.

- B. The Association and its members shall have the right to use school buildings after school hours for meetings provided, however, that such meetings of the Association shall not interfere with officially approved school activities.
- C. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities outside the school day of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless it has a direct and immediate tendency to affect the teacher's classroom instruction adversely.
- D. No teacher shall be disciplined, discharged, or reduced in compensation without reasonable and just cause, except as indicated in Article 12 Section F.2.(a). This provision does not apply to non-renewal of probationary teachers.
- E. Teachers may review and receive copies of their personnel record and attach a statement to materials contained therein according to the provisions of the Bullard-Plawecki Employee Right to Know Act, MCL 423.501 *et seq.* Teachers will be timely notified of the receipt by the School District of a request for disclosure of information from their personnel records under the Michigan Freedom of Information Act, MCL 15.231 *et seq.*, and a reasonable opportunity will be provided for a teacher so notified to review the contents of his/her personnel records so that the teacher may personally take such action as he or she deems appropriate in response to the request.

#### **ARTICLE 4**

##### **Professional Compensation and Contracts**

- A. The salaries of teachers are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for the years covered by this contract. Teachers who are continually employed shall advance only one (1) step increment over the past year, if the increment is available.
- B.
  - 1. The salary schedule is based upon a normal yearly teaching load as described in Appendix D, "School Calendar," and Article 5, "Teaching Hours," and other sections of this Agreement. The school year will be governed by the calendar, Appendix D. For extra work, the teacher will be entitled to appropriate additional professional compensation in accordance with Appendix B of this Agreement.
  - 2. Teachers working longer than the established school year (e.g., guidance counselor) shall be compensated at their daily rate of pay.
- C. A teacher engaged during the school day on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation,

including arbitration, shall be released from regular duties without loss of salary or loss of leave days if no other time can be found. The Association shall pay for substitute and the employee's retirement.

- D. At the beginning of each school year, the Association shall be credited with ten (10) days to be used by officers or agents of the Association at the discretion of the Association. The purpose of these days is to permit teachers to attend meetings and workshops for the direct benefit of our staff. They agree to notify the Board at least forty-eight (48) hours in advance of the meeting they wish to attend. Substitute pay shall be paid to the Board by the Association at the regular substitute pay rate and the employee's retirement. These are not to be business days of those attending.
- E. Teachers who are called for unavoidable jury duty shall be compensated the difference between the regular daily teaching pay and the daily pay received for the performance of such civic obligations. Those days shall not be charged to sick leave or personal business leave. If the employee is released before the end of the work day, the employee shall contact the principal to see if he/she should return to work.
- F. Part-time teachers. All part-time teachers shall be eligible for pro-rated salary and benefits computed as described in this section. Salary and benefits shall be computed as a pro-rata fraction of the appropriate full-time salary and benefits, based on the number of minutes of daily duty time worked by the part-time teacher as compared to the number of minutes of daily duty time worked by a full-time teacher at the same level. "Duty Time" shall include both classroom instruction time and non-instructional working time during the duty day (such as 'prep periods', passing time and time on site before and after the student day).
  - 1. For High School/Middle School teachers, the fraction used for computation of salary and benefits will be the number of teaching periods worked by the part-time teacher divided by the number of teaching periods worked by a full-time teacher (excluding 'prep periods' in both instances). Such teachers will then be assigned to a reporting/dismissal/prep time schedule which will accumulate to the same pro-rata percentage of a full-time teacher's daily non-instructional duty time, to the extent practical (in terms of curricular schedules).
  - 2. For elementary teachers working less than full time, their pay and benefits will be prorated in accordance with the amount of student contact time of a full-time teacher.

**ARTICLE 5**  
**Teaching Hours**

- A. 1. All teachers: Ten (10) minutes prior to student contact time and ten (10) minutes after student contact time. Note: Students will not be released to go to their classes earlier than seven (7) minutes prior to the start of school. Student contact time shall include all on duty preparation and conference time.

2. Exceptions for leaving early are to be restricted to emergency situations or those of unusual nature. Teachers must receive permission from the administration.
- B. All teachers shall be entitled to a duty free lunch period, in no event less than thirty (30) minutes. However this shall include five (5) minutes passing time for elementary teachers.
- C. The normal weekly teaching load shall include at least five (5) unassigned preparation or conference periods. This period will vary in length and frequency from high school to elementary. It is understood that the conference period will be utilized for parent or child conferences, preparation of lessons, counseling, tutoring, and other official school business. The unassigned preparation or conference periods will occur during the regular student day.
1. In addition to the thirty (30) minute duty free lunch each elementary teacher will receive a minimum of fifty (50) minutes per day of unassigned preparation and conference time. Otherwise, classroom teachers may use the time at which their classrooms are provided special subject instruction from another certificated teacher as preparation time.
  2. At the middle school and high school the maximum student/teacher contact time per day shall be no more than a weekly average (utilizing a regular five (5) day week) of 300 minutes. Included as part of the student/teacher contact time shall be any time a teacher is responsible for the supervision of students excluding passing time. The middle and high school may deviate from the above, with the approval of the Board of Education, if a majority of middle or high school faculty and the building principal agree to a revised schedule that does not exceed the minutes of instructional time per day, on an average weekly or monthly schedule. In accordance with paragraph F and H of this Article, the above is subject to change in order to receive full state aid from the State of Michigan.
- D. Elementary teachers may be relieved from scoring and recording standardized tests. They shall do the recording on pupil's records.
- E.
1. A schedule shall be set up for regular teachers' meetings to be held monthly, which all teachers shall be required to attend. Principals or the Superintendent may call meetings for smaller groups of teachers, beyond the school day, when necessary. The principals shall provide the teachers with an agenda at least twenty-four (24) hours in advance of the meeting.
  2. The paragraph above does not include professional development meetings.
- F. The Administration and Association will meet prior to the end of each school year to discuss the effectiveness of professional development activities of the prior year and to discuss the calendar and time needed for the District to receive full state aid.

- G. Both parties recognize that teachers work beyond the scheduled minimal workday. The calendar does not include the traditional workdays of past calendars. It shall be the responsibility of the professional teacher to use the time necessary to meet timelines of grading and preparation. The traditional workday should be utilized for these and similar activities. The activities may take place at school or elsewhere at the teacher's discretion.
- H. The Administration and Association representatives shall meet and confer with the intent to mutually agree on a calendar that agrees with Ingham Intermediate School District's common calendar. The calendars for each school year shall include student time and teacher time. It is recognized that the minimum number of days and minimum amount of time must be met to collect full state aid. It is further recognized that a change in hours, length of teaching periods, number of school days and other similar configurations may occur to meet the minimums established by the State of Michigan for full state aid. Also, it is recognized that the makeup of scheduled student instruction days lost due to school closings may be required to obtain the minimum number of days and minimum amount of time to collect full state aid, which shall not require additional compensation to teachers.
- I. The Administration will make a sincere attempt to advise all teachers of their assignments by August 15th of each year. Assignment changes after that date will be as limited as circumstances reasonably permit.
- J. Teachers are expected to remain with their children at all times during the regular teaching hours. Emergency situations should be the only exception, and must be cleared with the Administration as soon as possible. Leaving pupils unsupervised to run errands that could be taken care of at other times cannot be considered an emergency. Teachers are required to be in their classroom when the second, or last bell rings indicating the end of the lunch period and not when the first bell rings as a warning that the lunch period will end.
- K. 1. Because the pupil-teacher ratio can be an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible and to the extent feasible (taking into account the availability of qualified staff, facilities, funds, and state requirements). It is agreed that the following limits on class size represent desired objectives:
- a. 

K	20 students
1-5	25 students
6-12	30 students
  - b. Class sizes of thirty (30) shall serve as a guide in secondary schools with the exception of activity classes, such as physical education, , band, chorus, , advisory, etc.
  - c. The Board of Education will provide some assistance to any teacher, upon



request, grades K-5 whose enrollment exceeds these figures. K-5 teachers in need of an aide will receive an aide for a minimum of 2.25 hours, ideally 3 hours, each day with the intention of one grade level sharing an aide. In the unlikely event that kindergarten numbers reach 25-27 per classroom, each classroom will have its own aide. The Board of Education will consider assistance when the first grade reaches 22 students. The teacher is to work out with the Administration and other teachers who may be sharing the same aide a fair and reasonable schedule of most critical times.

- d. The district will pay for a temporary substitute aide to assist in each kindergarten classroom if there are 21 or more students in a classroom. The hours and duration of this position will be negotiated between the DEA and the Board.
    - i. Consideration include: assignment of a special education aide in the classroom and their potential ability to assist, direct assistance during instructional periods, the time of the year and the number of students with special needs.
  - e. For Kindergarten, the DEA and administration will confer and consider adding either a permanent half-time or full-time aide if it is deemed necessary by both parties.
2. The class sizes suggested above are offered as desirable levels and are subject to modification for educational purposes, such as avoidance of split-grade classes or half-day classes, specialized or experimental instruction, improvement of instructional methods, changes in enrollment or any other valid reason. If the above numbers are exceeded, the principal will explain the situation to the teacher(s) involved.
  3. It is agreed that the provisions regarding class size shall be considered. Expectation of higher student performance is the rationale for consideration of class size guidelines. Smaller class sizes will lead to higher student performance.
  4. Teachers and building principals shall cooperatively distribute the children by grades and/or classrooms. Students with special needs along with other factors shall be considered in making class assignments.
- L. All high school professional personnel will be expected to attend graduation ceremonies, except as approved by the Administration.
- M. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdown, or health conditions as defined by the city, county or state authorities, may be rescheduled in the discretion of the Board of Education to ensure that there are a minimum number of days of actual student instruction as established by the State of

Michigan is met. Teachers shall receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

Only scheduled student instruction days necessary to fulfill the required days of student instruction for full state aid may be rescheduled by the Board. Rescheduling shall be consistent with the School Calendar as mutually agreed between the Board and Association. Any days made up thereafter shall be added to the end of the school calendar in an unbroken, continuous fashion, excluding Saturdays, Sundays and legal holidays, if any.

Total annual salary is based upon the number of days and hours found in this Article and Appendix D 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.

## **ARTICLE 6**

### **Teaching Conditions**

- A. The Board shall make available restroom and lavatory facilities for teachers use only and a room appropriately furnished and ventilated which shall be used as a faculty lounge and study room.
- B. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SXI, SMI, TMI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the students impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the responsibility of the teacher to implement the student's Individualized Educational Plan for attending to the educational needs of the student while in the teacher's class.
- C. Elementary teacher and secondary teachers who are assigned "combination rooms" shall be compensated for such work as provided in Schedule B\*. At the elementary level, a combination room shall be defined as two grades in one classroom. At the secondary level, a combination room shall be defined as the following combinations of separate courses both taught during a single instructional period:

Spanish III and Spanish IV

In the event that the Board assigns additional multiple course assignments at the secondary level in the future, the Board and the Association agree to re-open negotiations for the limited purpose of determining whether to add such assignment to the above list of secondary "combination" rooms.

\*For secondary combination rooms, the compensation rate shall be pro-rated per teaching period in which a combination setting exists.

- D. Teachers, Administrators, and Board Members will treat each other respectfully. Workplace bullying is unacceptable and will not be tolerated under any circumstances. Workplace bullying is any behavior that harms, intimidates, offends, degrades, or humiliates an employee. Any reports of workplace bullying will be treated seriously and investigated promptly, confidentially, and impartially by the Administration. Disciplinary action will be taken against anyone who engages in workplace bullying. Discipline may or may not involve a warning, transfer, counseling, demotion or dismissal, depending on the circumstance.
- E. The Administration permits the employment of qualified relatives of employees, or the employee's household, or immediate family, as long as such employment does not, in the opinion of the Administration, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the employee's household. The Administration will use sound judgment concerning related employees in accordance with the following guidelines:
1. Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same building, provided no directed reporting or supervisor to subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.
  2. Related employees may have no influence over wages, hours, benefits, career progress, tenure, and other terms and conditions of the other related staff member.
  3. Employees who marry while employed, or become part of the same household are treated in accordance with these guidelines. That is, if in the opinion of the Administration, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time.

## **ARTICLE 7**

### **Vacancies and Promotions**

- A. A vacancy shall be defined, when a new teaching position is created or when a teaching position is vacated by an employee who has resigned or otherwise been terminated. Positions eliminated by Board action shall not be considered vacancies.
- B. Whenever vacancies in a bargaining unit position or administrative position shall occur the Superintendent will post the position(s) or mail the posting to the DEA President

during the summer months. During the summer months an ICEA designee shall be notified. Any teacher may apply for any vacancy in either a bargaining unit position or an administrative position.

- C. In filling bargaining unit vacancies, the Board agrees to give due weight to the professional background of all applicants.

Should certification, amount of accredited hours training in the subject matter, length of time since training in the subject matter, amount and length of time since the teacher has had experience in the subject matter, and general teaching criteria be equal, then seniority in the District will become the deciding factor after the provisions for recall have been met in filling bargaining unit vacancies.

- D. When a vacancy (or vacancies) in a bargaining unit position exist after the provisions for recall of district teachers have been met, the Board will post a notice of such vacancy (or vacancies) with the President of the Ingham Clinton Education Association. It will be the responsibility of the ICEA to keep the Superintendent informed as to the current mailing address of its President.
- E. The Board and the Association recognize that involuntary transfers may be necessary to implement the provisions of layoff and recall.

## **ARTICLE 8** **Leave Policy**

### **Family and Medical Leave Act**

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior twelve (12) month period is entitled to twelve (12) work weeks of leave during any twelve (12) month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

1. due to the birth of the employee's child in order to care for the child;
2. due to the placement of a child with the employee for adoption or foster care;
3. to care for the employee's spouse, child, or parent who has a serious health condition; or
4. due to a serious health condition that renders the employee incapable of performing the function of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential medical care facility; or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

A "rolling year" shall be used for leave accrued.

If an employee fails to return to work on his/her volition, the employee shall reimburse the Board the cost of the insurance premiums made by the Board.

Employees shall be required, where appropriate under the contract, to use paid leave for the purposes of the Family and Medical Leave Act.

A. Sick Leave: Sick leave with pay shall be allowed to each full-time employee amounting to nine (9) days per year, accumulative to ninety-five (95) days. Each employee shall receive nine (9) days per year regardless of the number he/she has accumulated; however, these days only may accumulate to the maximum of ninety-five (95). In addition, teachers will have access to a bank of sick leave days established in the 1975-76 school year. When workers' compensation or a disability policy held by the District begins, sick leave days will not be paid or deducted from the bargaining unit members accumulated sick days.

1. Sick leave shall be granted for and include personal illness or physical disability of the employee. The purpose of sick leave is to cover the period of illness or physical disability.
2. Sick leave days may also be utilized for illness in the immediate family. Immediate family is defined as relatives living in the same household as the employee and the employee's parents and parents-in-law, children and grandchildren.
3. Any teacher who willfully abuses, misrepresents, or otherwise violates use of sick leave may be subject to disciplinary action such as loss of accumulated sick leave, docking of pay, or in cases of repeated violations, dismissal.
4. A teacher unable to report for duty because of illness or emergency shall, when possible, call the AESOP System in accordance with the established rules and procedures.
5. It is the custom and practice of the District to grant sick leave and business days to teachers at the beginning of the school year. Leave days are earned by being in attendance for the full work year. Days given in advance will be deducted if the employee does not perform the attendance requirement. A fraction of a day will not be deducted for any employee, if the full attendance requirement is not met.

B. Provided written notice of retirement is submitted by the teacher to the Superintendent on or before March 1 of the school year of retirement, the teacher will be eligible for one-half (1/2) day's pay for each unused sick day up to a maximum of sixty-five (65). Otherwise, at retirement, the teacher will be eligible for one-half (1/2) a day's pay for each unused sick day up to a maximum of fifty-five (55). (Retirement is as defined by the Michigan Public School Employees' Retirement System.)

- C. Sick leave bank - The sick leave bank is a cooperative project between the Board and the professional staff of the Dansville Schools.

The purpose of the bank is to provide emergency extended sick leave days to teachers through a shared donation of sick leave days. The plan in no way alters the sick leave provisions of the Master Agreement. The sick bank is not intended to extend maternity leave. The utilization of sick bank days cannot occur until all contractual sick days are used up.

1. Eligibility – Each newly hired teacher will donate one full day to the sick bank. All teachers, as defined by the Master Agreement, will participate in the sick leave bank.  
A teacher must teach at least ½ of the school day to be eligible to draw on the sick bank.
2. Donation of Days – When the number of days in the sick bank drops below ten (10) days, more days may be requested by a majority vote on the DEA membership.  
The number of days donated will be limited to a maximum of one (1) day per year per teacher.
3. Administration – The DEA Executive Board will make determinations regarding requests for up to ten (10) extended sick leave days.  
  
An additional ten (10) days may be granted by the Executive Board in rare exceptional circumstances.
4. Chairperson - The DEA Secretary will be responsible for dispensing request forms for sick bank leave.  
The DEA Secretary will forward completed request forms to the appropriate body. The DEA Secretary will be responsible for the record keeping of the sick bank.
5. Limits – All teachers will be eligible to receive up to ten (10) days of extended sick leave upon approval of the DEA Executive Board. A special meeting of the DEA Executive Board can be called at the President's request.  
Requests for more than ten (10) days shall be submitted to the DEA membership at a regular monthly meeting. A two-thirds (2/3) majority vote is required for approval.  
A teacher's request for leave may not exceed thirty (30) days in any school year. In case of pregnancy, the request for days will be submitted after the birth.
6. Procedure
  - a. The teacher shall obtain a request form from the DEA Secretary.
  - b. The teacher shall complete the form and have it signed by a physician.

- c. The teacher shall return the form to the DEA Secretary and will forward it to the DEA President.
  - d. The DEA President will report the decision to the teacher.
  - e. Before receiving extended leave days, the teacher will sign a repayment agreement with DEA.
  - f. The DEA president will submit written notification to the Superintendent's office for administration action.
7. Repayment – Teachers who borrow from the bank will sign an agreement with the DEA for repayment.  
Repayment will start at the beginning of the following school year.  
Repayment shall be at the rate of at least five (5) days per year until all days are paid.  
In the event that a teacher leaves the Dansville School District before repayment is complete, the teacher will reimburse the District an amount equal to the number of non-reimbursed days, times his/her daily rate of pay at the time the days were borrowed. Upon receipt of repayment from the teacher, the Board shall return the sick leave days borrowed by the teacher to the bank.
8. The Association agrees that the sick bank is vested in control of the Association as established herein and, therefore, not subject to the grievance procedure. The Association holds the Board harmless for actions of the sick bank committee.
- D. Business Leaves: The parties agree there may be personal conditions or circumstances, which may require teacher absenteeism for other reasons than heretofore mentioned. The Board agrees that such leave shall not exceed three (3) days per school year. The Board further agrees that these days shall accumulate into the teacher's sick leave accumulation if unused. These days which will not be deducted from sick leave, and are not to be accumulated, may be used under the following conditions:
1. This leave shall be used only in situations of urgency, for the purpose of conducting personal business which is difficult to transact on the weekends, after school hours or during recess periods.
  2. Teachers desiring to use such leave shall request in writing to the principal at least 24 hours in advance of the anticipated absence, provided the teacher has found an acceptable substitute, except in cases not anticipated, in such case, the teacher shall apply as soon as possible. The general reason, unless extremely confidential, shall be briefly explained on the request. The Administrator shall respond to such request as soon as possible.
  3. It is understood such leave shall not be used for extending recesses (Winter/Spring) or granted for the first or last day of the school year nor on the first working day preceding or the day following a recess period or holiday, except as approved by the Administration.

4. An employee who has accumulated over seventy-five (75) days of compensable leave as of June 30 of any contract year, shall be entitled to an additional one (1) day over and above those stated in paragraph D, of this Article, in the following contract year.

E. Bereavement Leave:

Teachers shall be granted up to five (5) days bereavement leave for the death of a family member. Family member shall be defined as spouse, child, parents, brother, sister, grandparents, parents in-law, son-in-law and daughter-in-law or grandchildren. Up to three (3) days shall be granted in the death of a person living in the same household, or other relative. If additional days are needed, as in the death of a spouse or child, this time would be charged to sick leave. If a teacher was required to represent the faculty at a funeral, bereavement time would be used.

F. Child Care Leave:

1. The Board shall grant a child care leave for up to (1) one year. The Board will re-employ all teachers at the end of this one (1) year child care leave in the same or comparable position.

This leave is intended to be limited to:

- a) Use for a natural, adopted, step or foster child under the age of six (6), or
  - b) Use of an adopted, step or foster child, age six (6) or older, provided the initial leave must commence within one (1) year of arrival or placement of the child in the home, or
  - c) Use for providing care for a teacher's seriously ill or handicapped natural, adopted, step or foster child, regardless of the child's age, where the physician certifies that the personal care of the teacher will be beneficial to the treatment of the child or is necessary for the teacher's health.
2. This leave may be renewed for one year upon the teacher's request. Such request shall be made to the Board not less than sixty (60) calendar nor more than ninety (90) calendar days before the expiration of the leave of absence. The Board will re-employ all teachers on renewed childcare leave in the same or comparable vacant position.
  3. The employee agrees not to accept full-time employment during the period of the leave without prior approval.
  4. A teacher returning from a second year child care leave shall notify the Board not less than sixty (60) days prior to the expiration of such leave if there is intent to return.



5. A teacher returning from leave provided for in this paragraph shall be placed on the step of the salary schedule from which he or she went on leave unless he or she was employed for at least fifty (50) percent of his or her last teaching year, in which case he or she shall advance to the next step.
- G. If or when it becomes necessary to determine the daily salary of any particular employee for the purpose of loss of pay, it shall be figured by dividing the yearly salary by the actual number of days that the school employee is required to be on the job.
- H. Leave (up to 10 days) without pay may be granted to any employee at the discretion of the Superintendent.
- I. The Board of Education may grant leaves of greater duration. Upon expiration of such leave the teacher shall be returned to his/her position or position of like nature, seniority and pay.
- J.
  1. Substitute teachers' pay is to be determined by the Intermediate School District. Other days for which an employee shall receive regular pay if approved by the Board of Education prior to absence may be in-service meetings or conventions generally attended by teachers of the immediate area.
  2. Comprehensive plans for at least the first day's work must be readily available.
- K. It is agreed that the Dansville Board of Education and the Dansville Education Association support the concept of shared teaching assignments at the elementary/secondary level subject to economic and staffing considerations. Shared teaching assignments shall be subject to the following provisions:
  1. It is agreed that shared time teachers are subject to the terms of the Master Agreement.
  2. Shared time teaching shall be defined as two (2) teachers sharing one (1) full-time assignment.
  3. Agreement to share a full time assignment shall commit the teacher and the Board to not more than one (1) school year.
  4. For teachers currently job sharing:
    - a. Shared time teachers shall indicate by March 15 to the Superintendent their desire to:
      1. Renew the established job sharing assignments;
      2. Return to a full-time teaching assignment
    - b. While involved teachers may choose the assignment to be shared, it is expressly understood that upon dissolution of the shared assignment the more senior teacher shall retain incumbent building rights and the junior teacher shall be considered displaced.

5. For teachers wanting to establish a new shared teaching assignment:  
An individual seeking a shared teaching assignment for the next academic year must submit a letter of interest to the Superintendent by March 15. The shared teaching assignment shall become final once the other bargaining unit member is identified and upon mutual agreement of the teachers, principal, and Superintendent after completion of a and b, but no later than May 15:
- a. Schedule the work time; morning/afternoon at the elementary level; class hours at the secondary level.
  - b. Provide a brief description of how the teacher responsibilities are to be shared including:
    1. Parent-Teacher conferences
    2. Grade/Department meetings
    3. Staff meetings
    4. In-service
    5. Half days
    6. Communication with immediate supervisor; and process to be used.
    7. Mutual Planning Time/Individual Planning Time
- F. Teachers in a shared assignment shall substitute in each other's absence whenever possible and shall be paid at the substitute rate. The absent teacher shall notify the principal or designee of such an arrangement.
- G. Sick leave and individual leave days shall be accrued on a pro-rata basis.
- H. Teachers in a shared time assignment will be paid a pro-rata share of salary and fringe benefits.
- I. Seniority and salary schedule credit shall accrue as if teachers were employed full time.
- J. Teachers in shared time assignments shall be considered to be on a partial leave of absence. It is understood that shared time teachers are not eligible for unemployment compensation while in the shared teaching position.
- K. Participation in a job sharing program shall be voluntary. Refusal to participate in a job sharing program shall not be grounds for any discipline nor shall a refusal diminish any rights a teacher might have under the Collective Bargaining Agreement.
- L. Three (3) days of work per week equals sixty percent (60%) of full salary; A.M. or P.M. teaching (1/2) day equals fifty percent (50%) of full salary.

**ARTICLE 9**  
**Teacher Evaluation**

- A. A committee will be established to review and recommend the teacher evaluation process. The committee shall consist of two (2) teachers per building selected by mutual agreement with the DEA and the administration and the building administrators. The Superintendent shall serve as an ad hoc member. The teacher evaluation process and evaluation form is subject to agreement between the Board of Education and the DEA.
- B. It shall be the responsibility of the Administration to reprimand teachers who are in violation of this contract and/or the policies and procedures of the Board of Education, and take whatever action is necessary to resolve the violation.
- C. All teacher reprimands should be handled on an individual basis between teacher and administrator.
- D. Upon request, a teacher shall be entitled to have a union representative (designated by ICEA) present during all formal evaluations, warnings or reprimands (formal defined as a conference where the teacher will be receiving written notification) and all suspension, reduction in rank or discharge. It is the teacher's responsibility to secure a union representative as soon as possible. If no representative is available, the meeting will be postponed until the following day. ICEA shall have a representative available the following day.

It is the Union's responsibility to inform the Board and Administration of all designated union representatives prior to the beginning of the school year.

E. All staff members will be evaluated at least once annually. For teachers who are not on a formal improvement plan, who have earned tenure and are not in the third year of the customary evaluation cycle, a more simple evaluation tool has been agreed upon. This evaluation will be based upon four brief visits (one per quarter) by the administrator. The dates of the visits will be agreed upon to maximize the administrator's opportunity to observe a lesson that will best demonstrate the teacher's progress towards his or her goals. The administrator will provide written feedback for the teacher after each visit.

The teacher will meet with the administrator at the beginning of the year to develop at least three goals for the school year, including two that tie directly with the district improvement plan. The teacher will then document progress throughout the year, including a formal documentation mid-year. At the end of the year, the administrator will meet with the teacher to discuss the progress made toward accomplishing the goals and the administrator will complete the summary comments and provide an evaluation ranking of highly effective, effective, minimally effective or ineffective.

It is the responsibility of the Administration to give a written evaluation of each tenure teacher at least once every three years. Formal evaluations may be conducted each year or several in any one year at the sole discretion of the Administrator. In the event observation reports are made in years the teacher is not formally evaluated, a report will

be given to the teacher and a copy placed in the personnel file. In years the teacher is not formally evaluated, the teacher and principal will jointly develop an action plan. This plan will not become part of the teacher's personal personnel file. It is recognized the teacher improvement plan will take many forms depending on the individual teacher, teaching assignment and the principal.

Probationary teachers will be evaluated at least two times each year by November 30 and March 31, except where circumstances render it impossible to do so. These dates are adjusted based on the teacher's hire date. Such circumstances shall be defined as extreme absence by the teacher and/or the evaluating supervisor. In any case the teacher will receive the formal written evaluation as soon as the condition causing the delay ceases to exist.

The evaluation form will be dated and signed by the administrator giving the evaluation. All evaluations shall be conducted openly with the full knowledge of the teacher.

- F. Section 1526 of the School Code of 1976, as amended by PA 339 (1993), required that "for the first three years of employment in classroom teaching, a teacher shall be assigned by the school to one or more master teachers, college professors, or retired master teachers, who shall act as a mentor to the teacher."

In order to formally implement a Mentor Teacher Program, the District and the Association have established the following policy:

1. Purpose of Program: This Program shall be in place to assist beginning teachers who are new to the profession. The purpose of the Mentor/Mentee relationship include: assisting the Mentee to gain an understanding of best practices for quality instruction; providing a one-to-one relationship with an experienced and mature educator as the Mentee becomes acclimated to his/her role as a teacher; and ensuring that the District's educational philosophy is being imparted to the Mentee.
2. Mentor Qualifications: Mentor Teachers will be appointed on a voluntary basis. Current teachers willing to serve in this capacity will submit their names to the principal or supervisor in accordance with any procedures adopted by the District. In order for a current staff member to serve as a Mentor Teacher, he/she must be tenured and have completed at least five (5) years of successful teaching, with three of those in the Dansville Schools, and the staff member must also have consistently demonstrated excellence in teaching.

It is understood that in order to implement Section 1526 and deal with special situations which may arise, Mentor Teachers may be selected from among professional personnel outside the District (such as college professors or retired professional employees) as well as from the instructional staff or administrative staff within the District.

3. Appointment of Mentors: The selection and appointment of all Mentor Teachers will be the responsibility of the District in its sole discretion. When feasible, the Administration may seek input and recommendations from the building school improvement team or other staff advisor(s).

In selecting Mentors, the District will make reasonable efforts to match Mentor/Mentee in regard to compatibility, expertise, and common release time. Mentors shall have demonstrated exemplary classroom management skills and shall have kept abreast of the latest methods in professional teaching technique.

4. Mentor Training: Selected Mentor Teachers will be required to participate in staff development programs on mentoring provided by the District or its designee and to perform other duties outlined by the District and required by the Tenure Law. All of these activities and duties will be for the express purpose of helping beginning teachers become more effective instructors.
5. Mentor Duties: Mentors shall provide individualized assistance, support and constructive critique to Mentees for the purpose noted in Section 1 above.

The Mentor/Mentee will confer before or after student hours, or at common release times such as lunch or conference periods, for the purpose of setting goals or to assess goal attainment, for no less than 30 minutes per week. Notes shall be maintained by Mentors but are not part of the Administrators formal evaluation process. Mentors will regularly confer with the Mentee's building principal for the purpose of ensuring that the Mentor's suggestions and recommendations are consistent with the principal's policies and expectations in that building.

Mentors shall make personal observations in the Mentee classroom on mutually agreed upon days. The building principal may attend pre- and post- conferences held in conjunction with such observations. Mentors who are also current staff members shall be granted paid release time on the schedule below for the purpose of conducting in-class observation of their Mentee(s). The dates of such release time shall be mutually established between the Mentor and the building principal and the building principal will arrange with a substitute teacher to cover the Mentor's regular teaching assignment on such release days.

1<sup>st</sup> and 2<sup>nd</sup> year probationary Mentees = 4 half-days (1 half day per 9 weeks) 3<sup>rd</sup> and 4<sup>th</sup> year probationary Mentees = 2 half-days (1 half day per semester).

6. Mentor Compensation: Mentors shall be paid an annual stipend of Five Hundred Dollars (\$500) per Mentee, which shall be paid in equal installments throughout the course of the year.

## ARTICLE 10

## Protection of Teachers

- A. The Board recognizes its responsibility to continue to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Each teacher, however, bears the primary responsibility for maintaining proper control and disciplinary actions and methods invoked by them shall be in accordance with established Board policy. Whenever it appears that a particular pupil requires special attention, the teacher shall advise the principal in writing, and if the principal concurs and such help is available, reasonable steps shall be taken to provide such special attention as required.
  
- B.
  - 1. A case of assault upon a teacher shall be promptly reported to an administrator. The Board will provide legal counsel in connection with handling of the incident by law enforcement and judicial authorities.
  
  - 2. The Board will reimburse teachers for any loss, damage or destruction of personal property (to the extent such loss is not covered by Personal Auto or Household insurance, up to a maximum of two hundred fifty dollars [\$250]), including the vehicle of the teacher, where the loss arises directly out of the teacher's employment responsibilities and occurs while on duty in the school building or on the employer's premises. Applications for reimbursement shall include appropriate documentation as required by the Board. Teachers must notify and file with the police prior to receiving any reimbursement. Personal property that is customarily within the scope of normal employment will be covered. Items clearly excessive and not necessary to the performance of the teachers' job will not be covered.
  
- C. Any complaints by a parent of a student against a teacher shall be called to the teacher's attention at the Superintendent's or building principal's discretion, provided however, that all complaints by parents that are entered in the personnel file of a teacher be given to the teacher in written form by the Superintendent or building principal.
  
- D. Pupil Removal: A teacher may remove a pupil from class to a place designated by an administrator when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will promptly furnish the principal full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the principal with the teacher.
  
- E. Teachers are prohibited from the use of corporal punishment as defined in section 1312 of the Revised School Code MCL 380.1312 and will use only reasonable physical force with a student in accordance with the provision of section 1312 of the Revised School Code, MCL 380.1312. The Board shall annually provide teachers with a copy of the School Code provision and the policies and directives of the Board pertaining to the use of physical force to maintain discipline. Any revisions or modifications shall be promptly provided to all teachers. Communication of this information may be

accomplished in the Teachers Handbook or by separate memorandum.

The Board will purchase and maintain a liability policy with a minimum of \$1,000,000 of coverage to protect teachers from acts which they are alleged to be responsible that occur in the course of their employment.

## **ARTICLE 11**

### **Negotiation Procedures**

- A. This Agreement shall become effective upon ratification by the bargaining unit membership and the Board of Education. Matters not specifically covered by the Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of the agreement upon written request by either party to the other.
- B. Not later than April 15 prior to the expiration of this Agreement, the parties shall begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification of the Board of Education and of the membership of the Dansville Education Association and ICEA Governing Board, but the parties mutually pledge that their representatives shall have all necessary power to make and consider proposals and make concessions.
- D. Copies of the Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- E. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and considered part of the established policies of the Board.

## **ARTICLE 12**

### **Grievance Procedure**

- A. A claim by a teacher that there has been a violation, misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided. Such grievance shall be submitted to the following grievance procedure, with the exception of matters covered by the Teacher Tenure Law.
- B. The number of days indicated at each step of the Grievance Procedure should be considered as maximum and every effort should be made to expedite the grievance process. Any time may be extended by mutual consent.

- C. The failure of a grievant to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- D. The failure of an administrator to communicate the decision to the teacher within the specified time limits shall permit the teacher and/or Association to proceed to the next step in the Grievance Procedure.
- E. In the handling and processing of a grievance, the following procedure shall apply:

Level One - A teacher believing to have been wronged by an alleged violation of the express provisions of this contract shall within fifteen (15) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve 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 Level Two. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant(s) or a representative of the Association;
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 alleged to have been violated;
5. It shall contain the date of the alleged violation; and
6. It shall specify the relief requested.

Level Two - A copy of the written grievance shall be filed with the Superintendent with the endorsement thereon of the approval or disapproval of the Association. Within ten (10) days of receipt of the grievance, the Superintendent shall arrange a meeting with the grievant(s) to discuss the grievance. Within five (5) days of the discussion, the Superintendent shall render the decision in writing, transmitting a copy of the same to the grievant, the grievance chairman, the building principal in which the grievance arose, and place a copy of same in a permanent file in the office of the Superintendent.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and 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 for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.



Level Three - Upon proper application as specified in Level Two, the Board shall allow the teacher or the Association Representative an opportunity to be heard at the meeting for which the grievance was scheduled. This scheduling is to be within one (1) month of submission of grievance to the Board. 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 (1) 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.

Level Four - Grievances not represented by the Association will not be submitted to arbitration.

If the grievance remains unresolved at the conclusion of Level Three, it may be submitted for binding arbitration at the request of either party, provided written notice of the request for submission to arbitration is delivered to the Board or Association within fifteen (15) days after the date of the decision under Level Three. Following the written notice of request for submission to binding arbitration, the Association and a representative of the Board shall attempt to select an arbitrator.

If mutual agreement on the selection of an arbitrator cannot be reached within five (5) days after the date of the request for submission to arbitration, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other.

F. It shall be the function of the arbitrator, who shall be empowered, except as those powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. The arbitrator has no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to rule on any of the following:
  - (a) The termination of services or failure to re-employ any probationary teacher. The termination of a probationary teacher shall be governed by the requirements of the Michigan Teacher Tenure Act for non-renewal of probationary teachers and according to the procedure set forth in Article IX Section E of this Agreement.
  - (b) The termination of services or failure to re-employ any teacher to a

position on the extra-curricular schedule.

3. In rendering decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
  4. In the event that a case is appealed to an arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  5. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association, subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
  6.
    - (a) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation received from any source of a like nature during the period of the back pay.
    - (b) No decision in any case shall require a retroactive wage adjustment in any other case unless previously agreed to by the parties.
  7. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
  8. More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- G. The cost of arbitrator shall be borne by the non-prevailing party except each party shall assume its own cost for representation including any expense of witnesses.
- H. Miscellaneous
1. A grievance may be withdrawn at any step without prejudice.
  2. The Association shall have the right to initiate a grievance involving the right of a teacher(s) unless the Association is requested in writing not to initiate the grievance by the teacher(s).
  3. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

4. 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.
5. All time limits in the grievance procedure shall refer to working days.
6. No grievance shall be filed for or by any teacher after the effective date of their resignation.
7. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this Agreement.
8. If any teacher has a grievance regarding any condition of employment covered by the Michigan Tenure Act, such grievance shall be dealt with exclusively through the provisions of said Act and the established procedures thereof.
9. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.
10. In the event the alleged grievance involves an order, requirements, etc., the grievant shall fulfill or carry out such order or requirements, etc., pending the final decision of the grievance.
11. Mass grievances on the same subject shall be handled by the Board as one grievance and the answer directed to the Association Representatives.
12. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the Board; provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Board is not inconsistent with the terms of this Agreement and shall not establish precedent.

### **ARTICLE 13** **Strike Prohibition**

The Association recognizes that strikes, as defined by Section 1 of the Michigan Public Employment Relations Act, MCL 423.201, as amended, by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement it will not direct, instigate, participate in, encourage or support any strike, as defined by Section 1 of the Michigan Public Employment Relations Act, MCL 423.201, by any teacher or group of teachers employed by the Dansville Schools.

**ARTICLE 14**  
**Professional Development**

- A. The Association and the Board recognize the importance of ongoing curriculum development, school improvement, effective schools and other similar descriptors for the purpose of improving student performance and meeting state and federal mandates. Both parties pledge their total support of the time and efforts to accomplish goals adopted by the Board. Participation during the workday may be required of teachers with expertise and knowledge of the aforementioned descriptors. Participation beyond the regular workday is voluntary.
- B. 1. The Administration and Association representatives shall meet and confer with the intent to mutually agree on a schedule for professional development days throughout the school year when they meet and confer on the calendar. These will be days when students are not present. Professional Development is subject to change with agreement between the Board of Education and the DEA. It is for the entire staff to plan, brainstorm, coordinate and be trained on improvements that will directly enhance the educational experiences of students in Dansville Schools. The District School Improvement Team (DSIT), will recommend, plan and implement the Professional Development programs. The DSIT will establish the delivery of programs focused on the district strategic plan which is based on the state School Improvement Framework.
2. Staff development time will not be used for grading papers, visiting, or personal errands.
3. All faculty members are required to attend and participate. Exceptions will be granted by the Superintendent only. If a faculty member is at work and needs to be elsewhere, he/she shall put same in writing and submit the request to the Superintendent three (3) work days prior to the staff development day. The Superintendent will respond in writing within one (1) day. A record of these exceptions will be maintained.
4. A committee shall consist of two (2) teachers per building selected by mutual agreement with the Association and the Administration and the Association and the building principals shall be the members of the DSIT and will determine topics and activities for the staff development time. The Superintendent shall be an ad-hoc member of the committee. The Curriculum Director shall chair the DSIT. The committee may add other faculty or other resources as desired.
5. The DSIT may devise activities and topics for the entire faculty or it may segment the faculty for activities and topics for homogenous groups of teachers.
- C. Subject to administrative approval, any teacher may have, in addition to the sick leave,

additional days to attend conferences in their field; in most cases not to exceed two (2) days per year. Arrangements must be made two (2) days in advance of the conference.

- D. Professional Conferences: Teachers shall be reimbursed for travel, (at the IRS rate per mile), lodging, if necessary, and registration fees for attendance at professional conferences if approved in advance by the administration. Reimbursement under this provision shall not exceed the budget allocation for this purpose.

## **ARTICLE 15**

### **Teacher Agency Shop - Dues Checkoff**

All personnel defined in the recognition clause of this Agreement shall, within thirty (30) days after his/her date of hire sign and deliver to the Association an authorization, which form shall be provided by the Association, for membership in the Association, MEA and NEA or pay the equivalent fees and assessments as paid by members or the reduced Agency Fee. It is agreed by the parties that the Association, to enforce payment of dues, shall have the right to collect such dues via a court of competent jurisdiction. It is further agreed that the Board shall transmit all dues collected with the first pay day of October. The Association shall save the Board harmless from any lawsuit as a result of this Article with the Association retaining the right to select legal counsel and make an out-of-court settlement.

If any teacher objects to the amount of the deduction as it may relate to political action, or whatever, that is expressly understood to be an internal union problem. The Board has no responsibility for computing or defending deduction amounts or purposes. The Board's sole obligation in this matter is to deduct according to the amounts certified by the Association to the Administration.

The Association will save and hold the Board harmless for any errors, illegality, or impropriety that is later discovered in the Association's certification.

In accordance with state law, the district shall not make withholdings for political action committees or other political activities.

Any teacher presently employed who has previously signed a dues deduction may refuse to sign another if their conscience so dictates. They will be permitted to rejoin but not withdraw again but while not a member must render to the Association either the equivalent fees or the reduced Agency Fee.

## **ARTICLE 16**

### **Layoff and Recall**

- A. In the event of a reduction in teaching staff, the order of the reduction shall be:
1. Probationary teachers shall be laid off first. A probationary teacher shall not be

laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.

2. If the reduction of teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this Section shall be made in the inverse order of seniority, i.e. those with the least seniority are to be laid off first. For the purpose of this Article "seniority" is defined to mean the amount of time an individual is continuously employed as a certificated teacher within the School District. Such seniority shall be measured from the first day of employment scheduled on the job.

Should there be a tie in employment dates of persons scheduled for layoff, the teacher(s) retained of those tied shall be those with the greatest experience in the position(s) remaining whether such position(s) are created by exercising a necessary bump or assuming a scheduled position. In this context, position refers to elementary, middle school, or high school subject area position, not specific grade level. If a tie in employment and certification and experience in a position continues to exist, then lay-offs will be determined by the last four digits of social security numbers, with the lowest number avoiding the lay-off.

3. A tenure teacher who is laid off pursuant to this Article has the right to be placed in a teaching position for which he or she is certified and qualified to fill and which is occupied by a teacher with less seniority. If more than one position exists for which the laid off teacher is certified and qualified, then the laid off teacher will be placed in the position occupied by the teacher with the least seniority. For the purposes of this Article "qualified" shall be defined in the following manner:

- a) For placement in a Pre K-6 grade level position, a tenure M.S. or H.S. teacher is qualified if he/she has:
  - 1) Elementary Certification, or
  - 2) If the teacher has a minimum of one (1) year's experience at the Pre K-6 level within the last five (5) years of employment with the District.

In addition to the above requirements the teacher must have a minimum of six (6) hours credit in elementary reading methods. If the teacher does not have at least six (6) hours of credit in elementary reading methods he/she will temporarily be considered qualified until he/she has completed at least six (6) semester hours of credit in elementary reading methods at an accredited institution of higher education. Such additional credit hours must be successfully completed within two (2) years of the assignment at the Pre K-6 level; with at least two (2) hours

completed prior to the beginning of the second (2nd) year. Failure to have successfully completed two (2) hours prior to commencement of the second (2nd) year or failure to complete six (6) hours prior to commencement of the third (3rd) year will disqualify the teacher for the position. In the event of disqualification as contained herein the provisions of paragraph "3. a) 2)" shall not apply.

- b) For placement in a grade 7-8 teaching position a tenure Elem. or H.S. teacher is highly qualified if he/she has:
- 1) A major in the subject area, or
  - 2) Is Middle School certified by the Dept. of Education, or
  - 3) Possesses an additional endorsement issued by the Dept. of Education in the subject area, or
  - 4) If the teacher has a minimum of one (1) year experience at the secondary level (7-12) within the last five (5) years in the specific subject area.

Elementary certified tenure teachers or tenured teachers who have a minimum of six (6) hours credit in reading will be qualified to teach reading in grades 7-8.

Teachers with certification in "grades 7-8 all subjects" or "K-8 all subjects" and who do not meet any of the requirements as listed above will be deemed qualified to teach Language Arts, Math, Science and Social Studies at grades 7-8 if they pass a subject area test(s) in the subject area(s) of possible assignment. Successful completion of the test(s) must occur by the commencement of the student school year or nine (9) weeks after the assignment is made, whichever occurs latest. If the test(s) are administered after the beginning of the student school year and not successfully passed within the timelines provided herein, the affected teacher shall be placed on layoff effective at the end of the first marking period. The test shall be the test instrument used by the State of Michigan to determine certification of teachers.

In addition, if the teacher has not taught within the specific subject area (grades 7-12) within the past five (5) years nor taken any course work in the subject area, he/she will temporarily be considered qualified until he/she has completed six (6) hours of credit in the subject matter at an accredited institution of higher education. Such additional credit hours must be successfully completed within two (2) years of the assignment at the 7-8 grade level; with at least two (2) hours completed prior to the beginning of the second (2nd) year. Failure to have successfully completed two (2) hours prior to commencement of the second (2nd) year or failure to complete six (6) hours prior to commencement of the third (3rd) year will disqualify the teacher for the position. In the event of disqualification as contained herein the provisions of paragraph "3. b) 5)" shall not apply. If additional credit hours are required as contained herein in more than one (1) subject area the two (2) year time limit may be extended by the Superintendent.

- c) For placement in a grade 9-12 teaching position a tenure Elem. or M.S. teacher is highly qualified if he/she has:
- 1) A major in the subject area, or
  - 2) Is certified by the Dept. of Education in the subject area, or
  - 3) Possesses an additional endorsement issued by the Dept. of Education in the subject area, or
  - 4) If the teacher has a minimum of one (1) year experience at the secondary level (7-12) within the last five (5) years in the specific subject area.

In addition, if the teacher has not taught within the specific subject area (grades 7-12) within the past five (5) years nor taken any course work in the subject area, he/she will temporarily be considered qualified until he/she has completed six (6) hours of credit in the subject matter at an accredited institution of higher education. Such additional credit hours must be successfully completed within two (2) years of the assignment at the 9-12 grade level; with at least two (2) hours completed prior to the beginning of the second (2nd) year. Failure to have successfully completed two (2) hours prior to commencement of the second (2nd) year or failure to complete six (6) hours prior to commencement of the third (3rd) year will disqualify the teacher for the position. In the event of disqualification as contained herein the provisions of paragraph "3. c) 3)" shall not apply. If additional credit hours are required as contained herein in more than one (1) subject area the two (2) year time limit may be extended by the Superintendent.

For the purposes of this Article, "qualified" shall include meeting all applicable accreditation standards and all criteria for a "Highly Qualified" teacher under the No Child Left Behind Act of 2001 and its implementing regulations, 34 CFR 200.55-200.56 in addition to possessing the required grade level and subject certification(s) for the position.

4. The expenses of any training required by paragraphs A(3) a-c above shall be incurred by the teacher.
5. The Board will provide a current seniority list by October of each year. The Association and the Superintendent agree to meet and establish a seniority rank number, from greatest to least, for such a list. Within twenty (20) days of providing the list, objections shall be made. Thereafter, the list shall be final and conclusive.
6. "Seniority" shall be credited to administrators only for years of classroom teaching within the Dansville Schools.



7. Should reduction in hours take place, highest seniority teachers shall be retained in such a manner and to the extent possible in order to maintain a full contract day or year.
8. Teachers on layoff who can provide verification of college or university sponsored additions to their certifications (verification shall mean a letter from the university advisor or faculty outlining requirements for the certification and enrollment in the courses indicated and intent of the university to recommend the teacher for the additional endorsements), may exercise their seniority rights in the new certification if they notify the Board at least sixty (60) days before the first day of school. Failure to complete such additional certification requirements shall forfeit exercising the right of this provision until the beginning of the next school year.
9. Teachers involved in layoff will receive at least sixty (60) days notice of impending layoff. Only in case of extreme financial hardship such as unanticipated loss of revenue causing immediate reductions may such notice be less than sixty (60) days. In any case a thirty (30) day notice will be provided if possible.
10. Laid off teachers shall receive first priority in substituting for the school district. If the only offering for such subbing is outside the teacher's certification and qualification area, the District may utilize alternative substitutes.
11. Approved leaves of absence shall not cause an interruption of continuous seniority; although seniority shall not accrue during leaves. Seniority for laid off teachers shall accrue uninterrupted except that probationary teachers shall not accrue beyond two years while on layoff.
12. If a teacher receives unemployment compensation and is then recalled for his/her regularly scheduled work year, the teacher's salary shall be offset by the unemployment compensation received.

B. Recall Procedures

1. Teachers on layoff will have rights to recall for three (3) years after their layoff. After the three (3) year period they will be removed from the recall list.
2. Any teacher on layoff shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy. No new teachers shall be employed by the Board while there are teachers of the District who are laid off unless there are no laid off teachers with proper certification and qualification to fill any vacancy which may arise.
3. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. The teacher's

address as it appears on the Board's records shall be conclusive with layoffs, recall, or other notice to the teacher. If a teacher fails to report within ten (10) workdays excluding holidays or does not indicate a desire to return to the position offered within the time, said teacher shall be considered a voluntary quit and shall thereby terminate his/her individual employment contract. If a teacher indicates a desire to return within the time limit above and is under contract to another school district, he/she shall have until the end of the semester in which he/she was recalled to return. It is understood that the teacher will make every effort to return as soon as possible.

4. When vacancies occur while teachers are on layoff, laid off teachers shall, if certified and qualified for the position, be offered the position prior to any posting. If however, a position is reinstated that was previously held by a teacher that was displaced from the position and that teacher is not on layoff, such teacher shall have the opportunity to return to the reinstated position if the return does not prevent the recall of a laid off teacher.
- C. The individual contract, executed between each teacher and the employer, is subject to the terms and conditions of this Agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.
- D. No test or test scores, except as specifically provided for in Section "A" above, shall be used as an evaluation tool.

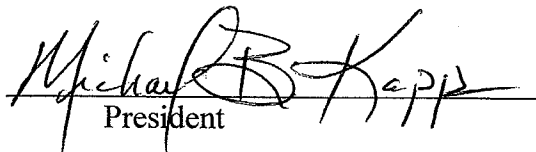
## ARTICLE 17

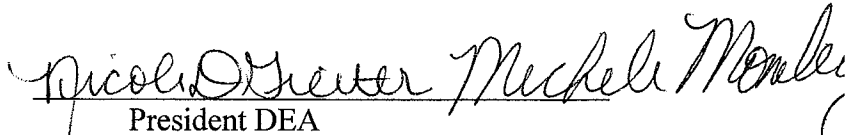
### Duration

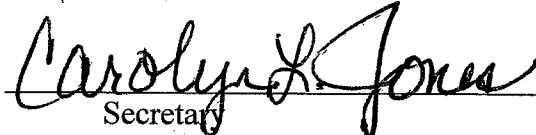
This Agreement shall become effective on July 1, 2011, and shall continue in effect through June 30, 2012. In witness whereof, the parties have caused this Agreement to be executed by their authorized representatives.

BOARD OF EDUCATION

INGHAM CLINTON EDUCATION ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President DEA

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Secretary DEA

**APPENDIX A**  
**Salary Schedules**

- A. Teachers shall be paid 26 pays per year for the duration of this contract. At the employees option a 26 pay employee may elect to receive the balance of their contract prior to the end of the fiscal year. The employee must notify the business office prior to April 15 if they elect to exercise this option.
  
- B. All teachers shall be given full credit up to five (5) years on the salary schedule for outside teaching experience in the same field. This may be extended to ten (10) at the Superintendent's discretion. Credit may be given for up to three (3) years experience in related fields.

**Salary Schedule**

2011-12

STEP	BA	BA+20	MA	MA+15
1	\$33,924	\$35,116	\$36,326	\$37,865
2	\$35,709	\$37,079	\$38,459	\$40,089
3	\$37,501	\$39,141	\$40,594	\$42,309
4	\$39,299	\$41,008	\$42,737	\$44,541
5	\$41,094	\$42,973	\$44,870	\$46,759
6	\$42,883	\$44,929	\$46,999	\$48,985
7	\$44,678	\$46,898	\$49,231	\$51,206
8	\$46,473	\$48,849	\$51,259	\$53,427
9	\$48,262	\$50,819	\$53,393	\$55,975
10	\$50,868	\$53,643	\$56,439	\$59,157
11	\$51,122	\$53,911	\$56,722	\$59,451
12	\$51,377	\$54,180	\$57,003	\$59,748
13	\$51,631	\$54,446	\$57,287	\$60,043
14	\$51,886	\$54,716	\$57,568	\$60,338
15	\$52,140	\$54,983	\$57,850	\$60,635
16	\$52,395	\$55,252	\$58,133	\$60,931
17	\$52,649	\$55,520	\$58,415	\$61,226
18	\$52,902	\$55,789	\$58,697	\$61,521
19	\$53,158	\$56,057	\$58,979	\$61,818
20	\$53,411	\$56,324	\$59,262	\$62,113
21	\$53,666	\$56,593	\$59,544	\$62,410
22	\$53,920	\$56,860	\$59,825	\$62,706
23	\$54,174	\$57,130	\$60,108	\$62,999
24	\$54,429	\$57,398	\$60,390	\$63,296
25	\$54,683	\$57,666	\$60,672	\$63,592
26	\$54,938	\$57,934	\$60,954	\$63,888
27	\$55,191	\$58,202	\$61,238	\$64,184
28	\$55,447	\$58,470	\$61,518	\$64,481
29	\$55,700	\$58,739	\$61,801	\$64,775
30	\$55,955	\$59,006	\$62,083	\$65,071
31	\$56,209	\$59,275	\$62,365	\$65,367
32	\$56,464	\$59,544	\$62,647	\$65,662
33	\$56,718	\$59,812	\$62,930	\$65,959
34	\$56,972	\$60,080	\$63,213	\$66,254
35	\$57,227	\$60,347	\$63,494	\$66,550
36	\$57,480	\$60,616	\$63,777	\$66,845
37	\$57,735	\$60,884	\$64,059	\$67,142
38	\$57,990	\$61,153	\$64,341	\$67,437
39	\$58,245	\$61,420	\$64,623	\$67,734
40	\$58,499	\$61,689	\$64,906	\$68,029

The longevity is included in the salary schedule above. The longevity increase is calculated at ½% (.005) on the 10<sup>th</sup> step and added to each step thereafter.

**APPENDIX B**  
**Supplementary Pay Schedule**

Percentages will be applied only to the appropriate step of the BA salary schedule for those employees hired or reappointed after the date of 04-05 school year.

“Hired” shall be defined as those appointed to new activities within the supplementary pay positions. Thus, employees in a supplementary pay position as of 2004-2005 shall be “grandfathered” within their respective activities and be compensated on the appropriate step of the BA, BA+, MA, or MA+ salary schedule. “Activity” is defined as the same sport or title, i.e. basketball or sponsor. Thus, employees may move to any level or gender without having to change salary schedule lanes or experience.

In the event that an activity is not offered due to lack of student participation, economic reasons, or other administration initiated circumstance and the activity is then reinstated at another time, the schedule B employee will be considered in continuous employment in the position (will not accrue additional years and will not lose longevity in the sport or activity) and will be compensated at the previous step and lane of the BA, BA+, MA, or MA+. A change from one activity to another will dictate that the employee would be starting on the BA lane for the new activity and held continuously thereafter.

**Appendix B rates will be adjusted according to the following schedule for those employees newly hired or reappointed beginning with the 2010-11 school year.**

<b>Varsity Football</b>	<b>10%</b>	<b>JV Softball</b>	<b>8%</b>
<b>Assistant Football</b>	<b>8%</b>	<b>Varsity Soccer</b>	<b>10%</b>
<b>JV Football</b>	<b>8%</b>	<b>JV Soccer</b>	<b>8%</b>
<b>Assistant</b>	<b>8%</b>		
		<b>Band</b>	<b>10%</b>
<b>Varsity Basketball</b>	<b>10%</b>	<b>HS Science Olympiad</b>	<b>4%</b>
<b>JV Basketball</b>	<b>8%</b>	<b>MS Science Olympiad</b>	<b>4%</b>
<b>Wrestling</b>	<b>10%</b>	<b>Play Director</b>	<b>4% per play</b>
<b>Assistant</b>	<b>8%</b>		
<b>Assistant Track</b>	<b>8%</b>		
<b>JV Baseball</b>	<b>8%</b>		
<b>Varsity Volleyball</b>	<b>10%</b>		
<b>JV Volleyball</b>	<b>8%</b>		

**Beginning in the 11-12 school year, newly hired Schedule B positions will only be paid in the BA lane. The other lanes (BA20, MA and MA15) will no longer be included for Schedule B compensation.**

Varsity Football	12%	Summer Band	\$14/hour
Assistant	9%	Saturday School	\$14/hour
JV Football	9%	High School Student Council	2%
Assistant	9%	Middle School Student Council	2%
Varsity Basketball	12%	Quiz Bowl	3%
JV Basketball	9%	Elementary Camp Teacher	2%
Freshman Basketball	6%	Elementary Camp Director	1%
8th Grade Basketball	4%	National Honor Society	2%
7th Grade Basketball	4%		
*Asst MS Basketball	\$700	High School Color Guard	1%
		Middle School Honors Club	1%
		Washington DC Trip Director	2%
Wrestling	12%		
Assistant	9%		
		Freshman Class Sponsor (total)	\$500
Track	10%		
Assistant	9%	Sophomore Class Sponsor (total)	\$500
M.S. Track	4%		
Varsity Baseball	10%		
JV Baseball	9%		
Varsity Volleyball	12%		
Assistant	9%		
Freshman Volleyball	6%		
M.S. Volleyball (per team)	4%		
Asst. M.S. Volleyball	\$700		
Softball	10%		
JV Softball	9%		
Varsity Soccer	12%		
JV Soccer	9%		
Band	12%		
Cheerleading			
Varsity & JV (per squad)	4%		
Intramurals	\$14/hour		
FFA	6%		
Senior Sponsor	2%		
Senior Sponsor w/trip	+4%		
Junior Sponsor	2%		
Combination Room	4%		
Yearbook Class Period	4%		
M.S. Yearbook	1%		
H.S. Science Olympiad	4%		
M.S. Science Olympiad	4%		
Play Director	8%		
Driver Education	\$17/hour		

\*Assistant Middle School coaches will be added when a separate team is established.

1. Teachers involved in extra duties assigned by the Administration during the school day, such as substitution in a classroom on their own lesson preparation time, shall be compensated at the rate of \$20.00 per class period at the elementary and middle school. This rate of \$20.00 also applies for substituting for a high school "skinny" class. A teacher who substitutes for a full block class period at the high school will be compensated at a rate of \$25.00 per class period.
2. Teachers involved in extra duty assignments beyond the regular school day, such as selling tickets, chaperoning dances, games, or on buses shall be compensated by the Board, not the sponsoring organization. Teachers will be paid on the next payroll cycle at the rate of \$20.00 for each event.
3. Teachers who supervise students during the lunch period will be compensated at a rate of \$12.50 per lunch period.
4. Positions which are added to the schedule shall be negotiated.

### **APPENDIX C**

#### **Fringe - Insurance Benefits**

I. Effective for the period July 1, 2011 through June 30, 2012 Fringe-Insurance Benefits will be provided as follows:

A. Full-time teachers:

Each full-time teacher is entitled to the insurance benefits as described in the Appendix. Part-time teachers shall be eligible for limited benefits as described in this Section.

1. Less than half-time teachers: Teachers assigned to less than half-time (computed on the basis of total daily duty time worked) will be eligible for a pro-rata Board contribution toward the cost of their insurance premium for health insurance (based upon the same pro-ration formula applied for determination of salary in Article IV.F of this Agreement) provided, that such teacher elects to pay the remainder of the premium amount personally. Less than half-time teachers are not eligible for any cash option in lieu of contribution toward benefit premiums.
2. One-half time or more teachers: Teachers assigned to one-half time or more, but less than full-time (computed on the basis of total daily duty time worked) will be eligible for a pro-rata Board contribution toward the cost of their insurance premium for health insurance (based upon the same pro-ration formula applied for determination of salary in Article 4.F. of this Agreement) provided, that such teacher elects to pay the remainder of the premium amount personally. In the alternative, a one-half time or more (but less than full-time) teacher may elect to waive the pro-rata contribution toward his/her health insurance premium and

instead receive the dollar amount which the Board would have contributed (according to the formula described above) as a “cash option” in the same manner as described in Section C.2. below.

B. To be eligible for fringe benefits as specified in this Appendix employees must be able to perform the at- work requirement with Dansville Schools before benefits are effective, in accordance with the carrier, rules and regulations if such exist. The Board waives the at-work requirement for any faculty member who is physically disabled and who has been employed continuously for 10 years by Dansville Schools. The Board will pay up to six (6) months premium for the employee or until the LTD policy can be in effect and premiums are waived through the LTD policy. The provisions of FMLA shall run concurrently with the payment of these premiums.

C. Coverage:

The insurance package described below shall be offered to all eligible teachers:

**1. Health Insurance**

Physicians Health Plan PPO

District funded Health Reimbursement Account for \$4,000/\$8,000 Deductible via Third Party Administrator.

District subsidizing Office visit copay by an additional \$10, Emergency Room copay by an additional \$75, and Outpatient therapy visits, testing and Outpatient rehabilitation services by an additional \$15.

\$5/\$10/\$25 Rx Copay

**2. Other Benefits**

- **LTD** (66 2/3%, 90 calendar day modified, \$3,000 maximum, Social Security Freeze, Alcoholism/Drug addiction 2 years, mental/nervous same as any other illness)
- **Dental**, Self-Funded through AmeraPlan. Class I, II, III and IV – 80% coverage. Plan Maximum (Class I, II and III Benefits) – \$1,000 per covered person per plan year. Lifetime Maximum (Class IV Benefits) - \$1,300 per covered person per lifetime. Class IV Benefits only to age 19.
- **Vision**, Self Funded through AmeraPlan. Refer to the Summary Plan Description for detailed coverage information.

**Negotiated Life,**

- a. \$30,000 with Health Insurance
  - b. \$25,000 without Health Insurance
4. Staff opting to waive health insurance shall receive \$5,335 annually. These staff will still receive all of the benefits listed as “Other Benefits” above.

Staff opting to waive health insurance and dental and vision coverage shall receive \$5,885 annually. The staff will still receive LTD and Negotiated Life coverage.



Staff may elect to direct the dollar amount paid for waiving insurance to a tax sheltered annuity (403b plan) with one of the District approved vendors.

5. The Board shall make available the following tax sheltered annuity programs to (a) all employees electing to directly contribute into such annuity the amount of any "cash options" they have received in lieu of health insurance and to (b) all employees desiring to participate on a voluntary basis. The Board shall pay the amount of any "cash option" contributions directly to the annuity company in twelve (12) equal monthly installments. Approved core vendor include:

- A. AIG/Valic
- B. MEA Financial Services/Paradigm Equities
- C. Plan Member
- D. The Legend Group
- E. Waddell & Reed
- F. Ameriprise Financial Services
- G. AXA Equitable
- H. Consolidated Financial

Other companies presently holding annuities for employees continue to be eligible for deduction and payment, however new annuity contracts may not be taken out unless 5 or more employees will participate (and unless they qualify for Section 403b status).

6.. Teachers may participate in direct deposit payroll deduction in accordance with the Board of Education payroll procedures.

7. If a bargaining unit member terminates for any reason whatsoever the member shall be entitled to have issued to him/her by the company, without further evidence of insurability, and upon application made to the company within 30 days after termination, and upon the payment of the premium applicable to the class of risk to which he/she belongs and to the form and amount of the policy at his/her then attained age, a policy of life insurance in any one of the forms customarily issued by the company except term insurance, in an amount equal to the amount of his/her protection under the group insurance policy at the time of his/her termination.

8. . Changes in family status affecting any of the above insurance policies shall be reported by the employee to the Superintendent's office within 30 days of such

change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

9. . The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations set forth by the carriers in the Master Contract held by the policyholder.
10. . For teachers age 65 who are eligible and enroll for Medicare, the Board will pay the cost of the premium and continue to provide supplementation of Medicare.
11. . The Board shall provide the above described insurance program until this collective bargaining contract terminates or the Board and DEA agree to make changes based on the bidding process as required by the Public Employees Health Benefit Act (Public Act 106 of 2007) as well as under the Public Employment Relations Act (MCL 423.201 esq) or a potential consortium agreement with other school districts.
12. . The District has adopted a qualified Section 125 plan that complies with the Internal Revenue Code thereby permitting a bargaining unit member to reduce salary through payroll deduction with pre-tax dollars for the purpose of dependent care and medical expenses including the employee contribution of the health insurance premium.

## APPENDIX D

### Dansville Schools 2011-2012 Calendar

# Final

#### August

M	T	W	TH	F	
1	2	3	4	5	0 Student
8	9	10	11	12	2 Teacher
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

#### September

M	T	W	TH	F	
			1	2	19 Student
5	6	7	8	9	19 Teacher
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

#### October

M	T	W	TH	F	
					20 Student
3	4	5	6	7	21 Teacher
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					

#### November

M	T	W	TH	F	
	1	2	3	4	19 Student
7	8	9	10	11	19 Teacher
14	15	16	17	18	
21	22	23	24	25	
28	29	30			

#### December

M	T	W	TH	F	
			1	2	12 Student
5	6	7	8	9	12 Teacher
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

#### January

M	T	W	TH	F	
2	3	4	5	6	19 Student
9	10	11	12	13	20 Teacher
16	17	18	19	20	
23	24	25	26	27	
30	31				

#### February

M	T	W	TH	F	
		1	2	3	20 Student
6	7	8	9	10	20 Teacher
13	14	15	16	17	
20	21	22	23	24	
27					

#### March

M	T	W	TH	F	
			1	2	21 Student
5	6	7	8	9	21 Teacher
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

#### April

M	T	W	TH	F	
2	3	4	5	6	16 Student
9	10	11	12	13	16 Teacher
16	17	18	19	20	
23	24	25	26	27	
30					

#### May

M	T	W	TH	F	
	1	2	3	4	21 Student
7	8	9	10	11	22 Teacher
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

#### June

M	T	W	TH	F	
				1	5.5 Student
4	5	6	7	8	5.5 Teacher
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

District-wide Registration Day
Full day PD for Teachers- No School for Students
September 6 - School Starts
No School- Holidays and Breaks
Last Day for Students 1/2 Day
End of M.P. - School in Session
No School - Records Day
HS Parent-Teacher Conferences Oct 11, Nov 10, Feb 28, 29
Elementary/MS Parent-Teacher Conferences

4/19/2011

**APPENDIX E**  
**DEA Merit Pay Schedule**

All DEA members will have the ability to earn merit pay annually. The DEA and Board of Education will meet and confer annually to mutually agree upon the Tiered Merit Pay schedule. DEA members will be responsible for showing what has been accomplished in each Tier as well as to seek clarification from their building administrator regarding whether an activity qualifies for Merit Pay.

**\*NOTE: A maximum of \$500 per DEA member may be earned for Merit Pay. Merit Pay will be awarded in June of 2012 after each DEA member meets with a building administrator to review their work. A building administrator will authorize payment.**

**How to Access Merit Pay:** All DEA members must satisfy the minimum requirements as listed below to access any Merit Pay.

**In addition, members may:**

- Complete all of the Tier 1 activities only for a total merit pay of \$100.
- Complete all of Tier 1 and Tier 2 (by completing two Tier 2 activities) for \$250.
- Complete all of Tier 1 and Double Tier 2 (by completing four Tier 2 activities) for \$400.
- Complete all of Tier 1, Tier 2 (by completing two Tier 2 activities) and Tier 3 (by completing 1 activity) for \$500.
- Complete all of Tier 1 and two of Tier 3 for \$500.

**Minimum Requirements in order to access Merit Pay:**

**The DEA member must:**

- Have regular attendance at building staff meetings (any absences must be approved ahead of time by the building administrator)
- Keep up on all paperwork (including IDPs and PD hours)
- Turn grades in on time (including progress reports)
- Engage in their Aggie Improvement Team
- Follow district policy for parent contact
- Use AESOP to report all absences
- Update certifications/HQ status

**Tiered Merit Pay System for 11-12**

**Tier 3 (\$250)** (Pick 1 or do a maximum of 2 from this category; Reminder: all of Tier 1 is required to be eligible for any Merit Pay)

- Participation in significant state or federal report submission (Ex: Title I report)
- Non-paid coordinator (Ex: Summer School Director; District Homeless Liaison)
- Earn National Board Certification
- Present to staff or others in the field of education outside the district
- Prepare and present PD for staff
- Prepare and present to the Board of Education

- Prepare/Direct/Lead a community connection above and beyond
- TLT membership (Kevin Feldman)

**Tier 2 (\$150 for completion of any two activities; maximum of \$300)**

- Provide evidence of incorporating the Art and Science of Teaching in the classroom
- Lead and direct non-paid clubs
- Take and successfully complete The "21 Things for Teachers"
- Be awarded a grant
- Make significant contributions in the area of technology or demonstrate new/innovative use of technology in the classroom and/or provide significant support for others
- Participate on a non-paid committee/team (sweeper team, book club, etc.)
- Provide evidence of new professional learning and sharing (attend a PD and share with others on your staff)
- Provide evidence of implementation of strategies in the classroom to meet at least 2 School Improvement Goals
- Participate in Peer Learning Walks with follow up debriefing including administrator
- Maintain a dynamic webpage that is posted on the district website
- Participation in a professional learning opportunity that is offered after school hours (evening/weekend) that is not applied toward renewal of certification and/or lane changes
- Prepare and lead a parent presentation or student performance that requires significant time outside the school day
- Attend at least three school-sponsored parent meetings outside the regular school day that would otherwise be unpaid (Parent Advisory Meetings/Orientations, etc.)

**Tier 1 (\$100) (all - cannot access Merit Pay without completing ALL Tier 1 activities)**

- Attend Quick Student Checks at least 75% of the time  
(This time will be defined and agreed upon in each building)
- Student mentor (identify at least one student who you intentionally check up on and invest in during school hours)
- Progress monitoring per the requirement in each building

