

MASTER AGREEMENT

Between the

New Haven Schools
Education Association
MEA/NEA/LOCAL 1

and the

New Haven Schools
Board of Education

2013-14

2014-15

2015-16

2016-17

*Prohibited subjects of bargaining, for teachers only, are the gray shaded areas of the contract.

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AGREEMENT

This Agreement entered into this **21st** day of **MARCH, 2013** by and between the Board of Education of the New Haven Community Schools of New Haven, Michigan, hereinafter called the "Board", and MEA-NEA Local One, hereinafter called the "Association".

ARTICLE 1: RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for the following: Certificated Personnel, Annually Authorized Vocational Education Teachers, and Social Workers. Excluding the following: Superintendent, Assistant Superintendent, Principals, Assistant Principals and other Administrative and Supervisory Personnel, further excluding teacher aides and per diem substitutes. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. The term "Board" shall include its officers and agents.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. The rights granted herein to the Association shall not be granted or extended to any competing labor organization which represents teachers.
- D. Non-Discrimination: The Board and Association agree that all employment decisions will be made in a nondiscriminatory manner. No decision as to hiring, assignment, promotion, transfer, layoff, termination or reinstatement shall be made on the basis of age, sex, color, national origin, religion, height, weight, marital status, or disability. In the construction of words used in this agreement, whenever the female gender is used, it shall also be construed to include the male gender and vice versa.

ARTICLE 2: GRIEVANCE PROCEDURE

The Association or any teacher, believing there has been a violation, misinterpretation or misapplication of any provision of this Agreement may file a grievance with the parties designated in the procedures outlined below. The Association can be present for all steps of the Grievance Procedure. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the bargaining representative has been given opportunity to be present at such adjustment.

- A. All time herein shall consist of school days. Time limits may be extended upon good cause shown, or mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive. Failure by the grievant

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to conform to the time limits herein provided shall mean the grievance has been dropped. Failure by the Board or its representatives to conform to the time limits shall mean the grievance is automatically advanced to the next step.

- B. The Assistant Principal, Principal, Assistant Superintendent, Superintendent, or Secretary of the Board shall note date and time of day when grievance complaint is received by him/her. If a dispute shall arise as to date on which said appeal was taken, such notification shall be conclusive evidence of the date of its receipt.
- C. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. During summer recess, school days shall be counted as five (5) school days per calendar week.
- D. Grievances arising under this article shall be processed during non-teacher hours. For the purpose of this article, non-teacher hours shall mean the time before school begins for teachers and after school ends for teachers and during a teacher's lunch period - as mutually agreed upon between the parties.
- E. Informal Resolution
 - 1. An individual teacher may discuss a potential grievance matter or situation with the school principal or assistant principal or immediate supervisor, during non-teacher hours (before and after duty times for teachers) or lunch periods as mutually agreed upon between the parties, for the purpose of resolving the matter informally. If requested, an Association representative may be present.
 - 2. The Association may discuss matters involving the implementation and or interpretation of the contract with the Superintendent or Assistant Superintendent with the object of resolving potential problems informally.
- F. In the event the matter is a grievance and is not satisfactorily resolved, the following procedure shall be followed:
 - 1. Step One: Within ten (10) school days of the time the alleged grievance arises, it shall be stated in writing, signed by the grievant and submitted to the appropriate supervisor* who could remedy the alleged grievance.

*Appropriate supervisor means the supervisor most immediately involved with the grievance.

Such complaint shall be specific. It shall contain a concise statement of the facts upon which the grievance is based. It shall contain specific reference to the articles and sections of the

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Collective Bargaining Agreement which allegedly have been misinterpreted or violated, and it shall state the specific nature of the relief requested.

Within five (5) school days after receipt of the grievance, the supervisor shall give an answer in writing to the grievant and copies filed with the Association and the Board.

When the circumstances or conditions surrounding a grievance are the result of an action by the Superintendent or the direct responsibility of the Superintendent, step one of the grievance procedure will begin with the Superintendent or his/her designee as the appropriate supervisor. If the grievant is not satisfied with the disposition of the grievance, the grievance will immediately be continued to step three.

2. Step Two: In the event the grievant is not satisfied with the disposition of the grievance at step one, within five (5) school days from the date of receipt of the supervisor's answer, the grievant may appeal the grievance to the Superintendent or his/her designee. Such appeal shall be in writing. The aggrieved, his/her representatives, and the Superintendent or his/her designee shall hold a meeting to resolve the matter within ten (10) school days thereafter. Only the grievant and not more than three (3) representatives of the Association shall be present at such a meeting, unless otherwise agreed. Within five (5) school days of conclusion of the meeting, the Superintendent or his/her designee shall present the Association and grievant with a written answer to alleged grievance.
3. Step Three: Within ten (10) school days from the date of the receipt of the written answer of the Superintendent or his/her designee, the grievant or Association may appeal in writing, to the Board of Education. Filing of the appeal shall be complete when received by the Secretary of the Board. In no event, except with written consent of the aggrieved, shall a hearing before the Board involving any such grievance, be more than twenty (20) school days after receipt of said grievance.

A written statement disclosing the decision made, shall be furnished the aggrieved and copies filed with the Association within twenty-five (25) school days of the Board hearing.

4. Step Four: If the alleged grievance is not settled at step three, the matter may be appealed to arbitration, provided that notice to appeal the matter has been given to the Board within twenty-five (25)

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school days of the receipt of the Board's written decision in step three.

The parties involved will attempt to mutually agree upon an impartial arbitrator. Failure to agree upon an arbitrator within twenty (20) school days of notice to appeal will result in the selection of an arbitrator according to the rules of the American Arbitration Association. Only the Association or Board may take a grievance to arbitration.

a. Powers of the Arbitrator

It shall be the function of the Arbitrator, and the Arbitrator shall be empowered, except as the Arbitrator's powers are limited below, after due investigation, to make a decision in cases of alleged violation, misapplication or misinterpretation of the specific articles and sections of the Agreement.

- (1) The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor may the Arbitrator imply abnormal obligations inconsistent with arbitration and educational laws upon either party of this Agreement.
- (2) The Arbitrator shall have no power to change any practice, policy or rule of the Board, except as these practices, policies or rules are in violation of this Contract. The Arbitrator's powers shall be limited to deciding whether the Board has violated, misinterpreted or misapplied articles or sections of this Agreement.
- (3) Should either party dispute the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first rule on the question of arbitrability. Should it be determined that the matter is not arbitrable, it shall be referred back to the parties without recommendation on its merits.
- (4) The Arbitrator shall have no power to establish salary schedules or change any wage established in this or previous contracts.

The Arbitrator shall have no powers to award back wages which exceed the amount the grievant would have earned during the period of time the alleged violation was being processed.

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(5) Any recommendation of the Arbitrator shall be binding upon the parties of the Agreement.

b. Arbitration Expenses

(1) The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association. All other expenses shall be born by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE 3: MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

A. All teachers in the bargaining unit, as a condition of continued employment shall on the sixtieth (60th) day following the beginning of the school year, beginning of their employment or the execution of this Master Agreement, whichever is later:

1. Become members of the Association, or
2. Pay a service fee, which is equivalent to the amount of dues, including New Haven Education Association, Local 1 MEA and NEA dues) uniformly required of members of the Association.

This requirement is a term and condition of employment and is incorporated in and is to be deemed a part of every contract of hire covering members of this bargaining unit.

B. If a member of the bargaining unit is not a member in good standing of the Association, or has failed or refused to pay the service fee provided for above, the Association shall promptly so advise the Board and the defaulting employee in writing. Within thirty (30) days of receipt of such notification, the Board shall notify the defaulting employee that his/her employment will be terminated at the end of that school year, unless the default is cured or the employee pays the service fee into an escrow account as provided below, within such thirty (30) day period.

Termination of any employee under this section shall relieve the employee from any obligation to pay service fees theretofore due and owing.

C. Any person paying a service fee pursuant to Section A of this article may file written objections to the expenditure by the Association (including the MEA or NEA) of funds collected from him or her, but challenge to such expenditures shall not relieve such person of the obligation of paying said service fee. Objections shall be filed in duplicate with the President of the Association, no later than fifteen (15) days from the payment of the fee.

Any such objections or complaints shall not be subject to the grievance procedure

provided for in Article II of this Agreement, but shall be processed pursuant to the internal review procedure established by the Michigan Education Association for all affiliated organizations pursuant to Abood v Detroit Federation of Teachers, 431 - US 209, 240 (1977). That procedure is set forth in the Policy Regarding Objections to Political-Ideological Expenditures, adopted June, 1978. The Association shall make copies of such policy and any amendments thereto, available upon request.

In the event an employee's objections to the payment of the service fee are not resolved by the end of a school year, and the dispute is pending before the Michigan Education Association Committee established to determine it, or any other forum of competent jurisdiction, then the employee shall not be terminated in accordance with this article. Provided, however, the employee has previously paid the service fee into an escrow account established under the procedures of the MEA (Regarding Objections to Political-Ideological Expenditures). As long as the employee continues to pay this service fee into the aforementioned escrow account, the teacher's employment shall not be terminated until the teacher has ceased to pursue the legal remedies available.

- D. The Association (including the MEA and NEA) agrees, upon request, to defend the Board of Education and its officers, agents, or employees in any suit brought against all or any of them regarding this article of the Master Agreement, and to indemnify the Board, its officers, agents, or employees and save them harmless from any and all claims, demands, awards, fees, costs, suits, lost wages or damages which may be imposed or assessed against all or any of them regarding this article of the Master Agreement, provided, however, that:
1. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with the Board.
 2. If the Board, its officers, agents or employees elect/s to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with the Board, does represent the Board, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.
 3. The Association, in defense of any such suit, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this article, or in the alternative to indemnify the Board of Education as provided above.
 4. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the Board, its officers, employees or agents under this section, after consultation with the Board.

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For purposes of construing this article, the parties agree that the school district, the Board, its officers, agents or employees, be protected from any monetary loss as a result of the district enforcing the payment and collection of the service fee.

- E. The parties agree that, to the fullest extent permitted by law, the remedies set forth in such policy shall be exclusive and that unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by or among any party or person concerning the application and interpretation of this Article shall be subject to arbitration, administrative or judicial adjudication.
- F. The Board, pursuant to Public Act 390 of 1978 agrees to make deductions from the wages of each member of the bargaining unit for Association dues or service fees. The deduction of membership dues and assessments or service fees shall be scheduled with the payroll office by each teacher for ten (10) months beginning in September and ending in June each year.

Monies payable to the Association shall be remitted no later than ten (10) days following the deduction, accompanied by a list of teachers from whom the deductions have been made.

- G. Teachers may sign and deliver to the Board an authorization for voluntary deductions such as annuities, Teachers' Credit Union and insurance within thirty (30) days of the beginning of their employment.
 - 1. Annuities and Teachers' Credit Union shall be deducted each pay and remitted to the appropriate company.
 - 2. Insurance shall be deducted the second (2nd) pay of every month and remitted to the company designated by the parties.

ARTICLE 4: ASSOCIATION AND TEACHER RIGHTS

A. Association Rights

- 1. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan or the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or condition of employment by reason of his membership in the Association, his participation in any activities of the

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Association or collective professional negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

2. Use of School Facilities: The Executive Board of the Association and its members shall be allowed, upon administration approval, to use school equipment, exclusive of Board office equipment, calculating machines and all types of audio visual equipment, when such equipment is not otherwise in use.

The Association shall pay for the actual cost of all materials and supplies incidental to such use. Members using facilities for non-approved Association activities will be billed on an individual basis.

- a. The Association and its members have the right to use school building facilities by filing application at the Superintendent's Office.
 1. The Board shall retain all rights to regulate after hour use of its facilities.
 2. Each principal will be responsible for his building and the designation of meeting places within the building.
 - b. The Association requests that the Board of Education allow the Association to use space to house its supplies, equipment, and to serve as a small meeting place, providing it does not interfere with the regular function of the school programs. Once assigned, the office shall be assured through the remainder of the school year. In the event such assigned facility is required by the Board of Education, the Board representative shall meet and review with the President of the Association with express purpose of determining if an alternate facility can be assigned.
3. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. However, no material of a personal defamatory nature shall be posted.

Association representatives shall be permitted to meet with teachers to discuss grievances provided that this shall not interfere with or interrupt normal classroom sessions. If the matter is of an emergency nature or of such pressing need that an immediate meeting is necessary, then the Association Representative and the member are entitled to a private conference on the matter without undue delay, depending on the availability of a replacement and the urgency of the matter to be taken up.

4. In case of dispute the administration does not have the right to veto the request

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and nullify the process. In the final analysis, the Association right must prevail when insisted upon. If there is self-evident crisis, the principal or other alternate could cover a class when a relief teacher cannot be procured.

5. The Board agrees to furnish the Association, in response to specific requests, information, if available, concerning the financial resources of the District, tentative budgetary requirements and allocations and other such information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.
6. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary.
7. A teacher who has been duly elected or appointed a delegate to the Representative Assembly or who has been duly elected to a State Commission of the MEA from Region 6, shall be released from regular teaching duties without loss of salary at least one (1) day each semester for the purpose of discharging duties of said office. The principal shall be notified in writing at least one (1) week in advance of the release time.

The Association will be granted a total of twenty (20) days per school year to send its officers to MEA or NEA meetings or conferences. Association days may accumulate to thirty (30) days.

Beginning with the 2009-10 school year, the President of the New Haven Education Association will be granted a maximum of twelve (12) association days during the school year for the purpose of transacting union business. During the 2010-2011 school year, this will be increased to fourteen (14) days. These days will not accumulate.

8. For purposes of implementation of this Article, the word "Association" shall refer to the New Haven teachers as a unit represented by MEA-NEA, Local 1.
9. The Association and the Board of Education will do what they can to avoid using students in matters directly involving the parties.

B. Teacher Rights

1. Nothing contained herein shall be construed to deny or restrict any teacher rights he/she may have under the Michigan General School Laws or applicable Civil Service Laws and Regulations. The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided under Michigan General School Laws or applicable Civil Service Laws.

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2. The Board of Education appreciates the concern of the teachers in matters of curriculum improvements and will abide by Article V, Section 3 of the present contract, but will inform the teachers of the Board's action.
3. Teachers may be used for substitution purposes at the rate of Twenty Dollars (\$20.00) per period. Periods of substitution shall be included in the next scheduled pay period.

Teachers shall not be compelled to use their preparation period for substitution.
4. The Board agrees to attempt to supply substitute teachers for all absent teachers.
5. No High School or Middle School teacher shall have more than four (4) preparations.
6. Handicapped and Medically Fragile Students: When the Board determines that the severity of a handicap requires it, training will be provided to teachers receiving handicapped and medically fragile students. Teachers will not be required to administer tracheotomy, suctioning, clean intermittent catheterization or tube feeding to students.
7. School Improvement Plans: Participation by a teacher on any building or district's school improvement committee is voluntary, except for schools on the persistently lowest achieving school list or in bottom 5% of the Michigan Department Education top-to- bottom list. Teacher committee members will be chosen by the teachers in each building. Participation or non-participation on a building or district school improvement committee shall not be used as a criterion for negative evaluation. Recommendations made by any school improvement committee which might impact any part of the Master Agreement must be resolved as per Article 17, Section K.
8. Any complaint made against a teacher by a parent, student, or other person which is being considered as the basis for a written reprimand, discipline or discharge of said teacher, will be promptly called to the attention of the teacher with the complainant identified. Any complaint not called to the attention of the teacher may not be used as the basis for any written reprimand, discipline or discharge.
9. Academic freedom in teaching is recognized for all teachers who shall exercise such freedom within the framework of the curriculum and school policies. The teacher is expected to teach the students using research-based best practices and data-driven instruction.
10. The alleged harassment of a teacher shall be brought to the attention of the Superintendent, who shall investigate the allegation and thereafter meet with the teacher. If the problem is not resolved, the Superintendent and Association

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President will meet to discuss the matter.

11. The following provisions shall be applied to all requests for information regarding a teacher under the Freedom of Information Act (FOIA).
 - a. All requests must be made in writing and include the name, address and telephone number of the person or organization making the request.
 - b. Once a FOIA request is received by the Board, the teacher and association president shall be notified immediately and provided with a copy of the FOIA request.
 - c. As soon as possible and before the FOIA request is granted, the administration will contact the teacher and association representatives to review the FOIA request and the documents requested.
 - d. The Board will honor exemptions to the production of documents contained in Section 13 (1) of the FOIA.
 - e. On any documents that may be released under a FOIA request, exempt material will be redacted.

ARTICLE 5: BOARD OF EDUCATION RIGHTS

- A. The Board, on its own behalf, and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and 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;
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

To decide upon the means and methods of instruction, the selection of textbooks, and other teacher materials, and the use of teaching aids of every kind and nature;
 4. To determine class schedules, the hours and days of instruction, and the duties,

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responsibilities and assignments of teachers, and non-teaching activities, and terms and conditions of employment.

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

ARTICLE 6: TEACHING CONDITIONS

- A. Class Size: The Board and administration recognize the desirability of keeping all classes balanced within the range of class size limits, and a good faith effort shall be made to achieve this goal.
1. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. With this knowledge, the parties agree to work toward the optimum class sizes set forth below. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.
 2. The parties acknowledge that class maximums may have to be exceeded due to the factors listed below. When said factors occur, Section A-3 of this Article will be instituted.
 - a. Unavailability of classroom space;
 - b. Budgetary limitations;
 - c. The imposition of State or Federal Laws;
 - d. Unanticipated Acts of God that render the district or its buildings inoperable.

Class Size Limits

<u>Grade Levels</u>	<u>Optimum Class Size</u>	<u>Maximum Class Size</u>
K	29	34
1-2-3	30	35
4-5	30	35
Grades 6-8	32	35
Senior High, Grades 9-12	32	35

Physical Education: Grades 6-12 limit

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Students in Grades 6-8 will not be scheduled with students in grades 9-12 for physical education. At the conclusion of the first (1st) week of school, the high school administration will provide to the Association, upon request, a list of the students and their grade levels.

Special Education,

Resource/TC: Class size shall be determined by State Law

Special Education, Class size shall be determined by State Law

In grades 6-12, total work day student maximum shall not exceed two-hundred ten (210).

3. If at any time after the fifth (5th) week of each school year, the class load of a teacher exceeds the maximum class size listed above, then the "Class Size-Overload" committee shall meet to find a solution to the oversize class. This committee shall be composed of an annually appointed representative of the Association, an annually appointed representative of the Board, and the principal and teacher involved in the oversize class. The above mentioned committee shall agree upon and institute one of the following solutions within two (2) weeks:
 - a. Balancing of classes;
 - b. Use of para-professionals;
 - c. Additional staff; or
 - d. Other appropriate solutions, including the teachers involved shall be paid \$5.00 per day per student overage, including per hour in the elementary up to a maximum of six (6) hours per day, excluding elementary "specials" and/or times when the entire class is not scheduled.
4. The parties agree that the limits set forth above shall not apply to Vocal Music, Band, and other similar classes which are controlled by circumstances peculiar to them.
5. The Board agrees that when Special Education students are placed in general education classrooms, it will equalize as much as possible the placement of such students among the appropriate classrooms within a building. All referring and receiving teachers will be extended an opportunity to attend and participate in I.E.P.C.'s. Release time will be provided.

Special Education students who are assigned to a general education classroom for any instructional time shall be considered full time students for the purpose of that teacher's class count.

6. A joint committee of teachers and administrators shall be formed to discuss class size and the impact of placing special education students in the regular education classroom.

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B. Time of the School Day

1. The length of the teacher workday will be no longer than seven (7) hours and fifteen (15) minutes.
2. Teachers shall report five (5) minutes before and stay five (5) minutes after school, except on days when conferences or meetings are scheduled. If on split sessions, teachers may leave after prep period if prep period is at the end of their teaching day.

C. Conferences and Faculty Meetings

1. Teachers will be required to remain for ninety (90) minutes of faculty meeting time monthly. The school improvement team and the school administration will determine a schedule for how the time is distributed each month. Meetings will not be scheduled with less than a five (5) day notification.

Teachers taking graduate level classes will be excused. Proof of registration may be required by the Building Principal.

Three (3) hours per semester may be used to conduct inservice workshops. The first one and one-half (1 1/2) hours will be deducted from the regular teacher meeting time. Dates and times for these workshops will be established by the building principal and Building Representative as the result of a staff survey.

An evaluation form will be furnished to the participants at the conclusion of the workshop to determine the value to staff and administration.

- D. Elementary teachers, whose students are receiving instruction from teaching specialists in the areas of art, music, and physical education shall be relieved of their regular classroom duties.

- E. One recess duty per day will be assigned to all Elementary teachers on a rotation basis, unless mutually agreed to by the building principal and the staff involved. The remaining time will be for preparation. There will be no other mandatory duty assignments.

The recess duty roster shall be drawn up within two (2) weeks after school starts and presented to all teachers involved.

- F. Secondary teachers (6-12) will be provided with one (1) class period of at least forty (40) minutes of preparation time each day. The preparation period for elementary teachers (K-5) shall be at least forty (40) minutes each day. This preparation time during the student's school day shall be provided by the instruction of elementary teaching specialists. Elementary teaching specialists will receive the same amount of preparation time as the other elementary teachers. It is understood that preparation time is used to prepare for classes. Teachers may be required to travel between buildings during their

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prep period. In such cases the teacher will be reimbursed at their per diem rate for minutes up to the 40 allocated.

- G. The Board will continue its efforts to keep schools clean, reasonably and properly equipped and maintained.

The Board agrees to provide each school adequate copying equipment and facilities to aid teachers in the preparation of instructional materials.

The Board agrees to provide specialist personnel with instructional space in each school building.

- H. Duty Free Lunch: All teachers will be provided with a duty free, uninterrupted lunch period each day of no less than thirty (30) minutes.

- I. Emergency Closings:

1. In case of emergency school closings, the Board shall endeavor to notify radio stations not later than one (1) hour prior to the time that the first teachers are to report for work. When schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

Any emergency conditions that result in the official dismissal of the students will also dismiss the teachers, except in the case of fog. Such days will be considered as working days if the teacher is at home or at school. Every effort will be made to have the buildings open and available for any teachers who wish to come in.

2. In case of fog conditions, and school is called off, teachers will stay until 10:30 A.M.

- J. No outside duty will be scheduled at the beginning of the school day or at dismissal time.

- K. Duty Assignments

1. Secondary teachers shall be in the immediate vicinity of the area where they are conducting their next class during the passing of classes.
2. Teachers with preparation periods the first or last hour may be assigned areas to supervise by the building principals. Those teachers assigned will be in the duty areas at least five (5) minutes before or after class depending upon the time of their preparation period.

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

L. Teacher Facilities

1. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for adult school employees' use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge.
2. Telephone facilities shall be made available to teachers for reasonable use. The building principal will supply each teacher with the procedures for recording long-distance calls. Failure to follow this procedure will result in loss of the right to use the telephone.

Long distance personal calls may be charged to credit cards or reverse charges if made on non-duty hours. Under no circumstances may non-school related calls be charged to the school district.

3. The Board shall provide and maintain adequate improved off-street parking facilities in a designated area at each building, and adequate improved access from the parking lot to the building.
4. Upon request of the Association, vending machines may be installed in the teachers' lounge. The proceeds from all such machines shall be placed in a student scholarship fund. Said scholarship fund shall be administered by the Association.

M. Teachers will not be required to work under unsafe or hazardous conditions. The Superintendent, or designee, shall meet with the President of the Association, or designee, in an attempt to solve physical facility problems.

N. Independent Study and Directed Study Courses

1. Students who wish to pursue additional academic study may do so under the guidelines of independent or directed study courses.
2. Administration will not place an independent study or directed study student on a teacher's caseload without said teacher's agreement.
3. Teachers who accept an independent study or directed study student on their caseload shall submit to the principal, in writing, a course of study for said student(s) prior to the start of the semester in which the independent study or directed study will be offered.
4. Independent and directed study students may not exceed caseload limits.

ARTICLE 7: PAID LEAVES OF ABSENCE

- A. A leave of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons.
1. A maximum of seven (7) consecutive calendar days commencing no later than the day following a death in the immediate family may be used. Any days in excess of the foregoing will be deducted from personal business time allotted. If all personal business time has been used, then the deduction shall come from sick days.
 - a. Immediate family to mean: Husband, wife, father or mother of either spouse, children, brother or sister of each spouse.
 - b. A death of a grandparent of either the employee or spouse or any other person will entitle the employee to a maximum of two (2) days. He/she may have up to three (3) additional days if travel time is needed. These days will be deducted first from sick time allotted and then from personal business days.
 - c. One day leaves shall be granted for attendance at funerals of others than those persons defined above which will be charged as a sick day.
 2. Court appearances as a subpoenaed witness in any case connected with teacher's employment or whenever a teacher is subpoenaed by the Board to attend any proceedings, and on days when testimony is required.
 3. Time necessary to take the Selective Service physical examination.
 4. A teacher called for jury duty during school hours shall be paid his/her full salary. A teacher called for jury duty for a period of over twenty (20) days shall provide the district with court verification of their functioning as a juror during this time.
- B. Sick Leave
1. Each teacher shall be granted ten (10) sick days per year. Sick days may accumulate to two hundred (200) days.
 2. Teachers may use their annual and cumulative sick days for personal illness or illness in the immediate family. (Immediate family to mean: parents, husband, wife, children or other legal dependents as defined in the Internal Revenue Code who live in the same household).

A teacher who uses his/her sick days for care of a family member, uses such sick day(s) with the understanding that this leave is granted for the purpose of tending to the ill person during normal school hours.

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

3. A teacher may use her sick leave for absence due to pregnancy or childbirth or a medical condition related to pregnancy or childbirth. If the Board requires a second opinion, refer to Article 12.
4. In cases of abuse of sick leave, disciplinary action may be taken.
5. Sick days shall not be deducted when school is not in session.

C. Personal Business Policy

1. At the beginning of the school year, all full-time teachers, regularly employed by the Board of Education, shall be granted two (2) days for pressing business. It is understood that personal business days shall not include recreational activities. The principal will grant approval on the basis of the article, providing they have received notification on a standard district form, and further, provided that:
 - a. Written notification for such leave shall be made at least five (5) days in advance, unless an emergency situation develops, making it impracticable to give the five (5) days notice. The notification shall include the planned use of the leave.
 - b. Such business cannot be transacted at a time other than during normal school hours.
2. This day may not be taken immediately preceding or following a holiday or school recess. The teacher shall state reasons for the use of such days. These days shall not be used as an extension for a vacation.
3. This policy provides that, at the end of the school year, unused personal business days shall be added to the teachers' accumulated sick leave bank, for possible future use in accordance with the Sick Leave Article.
4. In case of abuse of the personal business policy, disciplinary action may be taken.

D. Personal Holiday

1. Each employee shall be entitled to two (2) personal holidays a year. Such time shall be taken at any time by the employee with notification to his/her principal at least five (5) days in advance of each use.

It is understood that the Principal may deny use of such a personal holiday where more than ten percent (10%) of the employees in that building have requested a personal holiday on that day.

If teachers do not use their personal holiday during a school year, the unused

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personal holiday shall be added to the teachers' accumulated sick leave bank at the end of the school year for possible use in accordance with the sick leave article.

2. It is understood that this day may not be taken on teacher work days at the beginning or end of the year or when teacher work days are scheduled. Also, this day may not be taken immediately preceding or following a holiday or school recess unless approved in advance.

E. Sick Bank

Each teacher who wishes to participate shall contribute no less than one (1) day of personal sick leave to the bank each school year. The Executive Board of the Association will establish policies pertaining to the sick bank and its administration.

ARTICLE 8: UNPAID LEAVES

A teacher on an unpaid leave of absence shall not be entitled to receive fringe benefits.

A. Health Leaves: Any teacher whose personal illness extends beyond the period compensated under Article 7, Section B, shall be granted a health leave under the following conditions:

1. Health leave, when verified by a physician, shall be granted, without pay, or fringe benefits, up to a maximum of one (1) year.

At the expiration of such leave, the employee must return or resign, unless a special extension is recommended by the Superintendent and granted by the Board of Education.

2. Eligibility for a health leave of absence requires a minimum of two (2) years continuous employment by the school district, immediately prior to such leave of absence.
3. An extension of a health leave may be granted upon the verification of a physician that such an extension is necessary for the employee's complete recovery.
4. Employees on a leave of absence must give written notice to the Superintendent of Schools by March 1, of the year the leave expires, of their intention to return or resign, unless an extension of leave or a new leave has been granted. Notice of intent to return is the responsibility of the individual. In the event such notice is not received, the Board has the discretion to interpret this as a resignation.
5. The notice of intention to return to duty after a health leave, shall be accompanied by a written statement from a physician, certifying the fitness of

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the employee to fulfill his/her duties.

6. Teachers returning from a leave of absence shall be reinstated to an open position for which they are certified and highly qualified, provided that they have filed written notice of intent to return on or before March 15 preceding the teacher's anticipated return. If no open position is available, teacher will substitute at top substitute pay rate until a position opens.
7. If the Board requires a second opinion, refer to Article 12.
8. Teachers shall only return from leave at the start of a semester.

B. Child Care Leave

1. A child care leave, without pay, shall on request be granted for up to one (1) year. Said leave shall commence upon request of the bargaining unit member. The leave must terminate at the beginning of the winter or fall semesters.
2. The employee requesting such leave shall notify the Superintendent, in writing, at least thirty (30) days prior to the beginning of the leave, except in the case of an emergency.
 - a. Employees whose leaves will begin at the end of their medical disability shall notify the Superintendent, in writing, as soon as possible.
 - b. The notification to the Superintendent shall be accompanied by her physician's statement that there is no reason why the teacher cannot continue to perform her services until the beginning date of the leave.
3. A teacher on a child care leave shall give written notice to the Superintendent, at least ninety (90) days prior to the expiration of the leave period, of the teacher's intent to return, resign, or extend his/her leave.
4. The leave may be extended by the Board of Education for one (1) year by written request of the teacher.
5. Teachers returning from a leave of absence shall be reinstated to an open position for which they are certified and highly qualified, provided that they have filed written notice of intent to return on or before March 15 preceding the teacher's anticipated return.
6. A teacher returning from a leave provided in this article shall be placed on the salary schedule with credit for each semester taught in the year the leave was granted. (A semester shall be defined as fifty percent (50%) of the days in the semester plus one (1) day.

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7. In the event of the death of the object child of the leave, the leave will be terminated upon request of the teacher.
8. A teacher adopting or assuming guardianship of a child shall have a leave for a period of time consistent with the needs of the child and parents, up to the full 12 weeks available through FMLA.

C. Public Office Leave

1. A leave of absence may be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Any teacher who is granted such leave shall not receive experience, credit or other fringe benefits during the duration of the leave. Such leave shall be for a minimum of one (1) year and a maximum of two (2) years.
2. No teacher shall be laid off or transferred in order to rehire a teacher on said leave.

D. Personal Leave

1. A leave of absence, without pay, may be granted upon application to tenure teachers at the end of the school year, or at other times at the discretion of the Board. A leave may be granted for the following purposes, but is not limited to:
 - a. Care for family members suffering physical or emotional illness or disability.
2. The leave shall be for one (1) year and may be extended at the discretion of the Board. A teacher on a leave shall give written notice to the Superintendent, at least ninety (90) days prior to the expiration of the leave period, of the teacher's intent to return, resign or request an extension of his/her leave. In the event such notice is not received, the Board has the discretion to interpret this lack of notification as a resignation, provided the individual has been informed of such pending Board action sent to the employee's last known address.
3. Seniority shall accrue on any child care or family member leave.
4. Teachers returning from a leave of absence shall be reinstated to an open position for which they are certified and highly qualified, provided that they have filed written notice of intent to return on or before March 15 preceding the teacher's anticipated return.

E. Military Leave

1. Military leave will be granted in accordance with the applicable law to any teacher who enlists or is inducted into the military service of the United States of America.

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2. Upon return from such leave, if the applicable law requires it, a teacher shall be placed at the same position on the salary schedule, and shall accrue seniority as he/she would have, had the teacher worked in the district during such period.
- F. Paid fringe benefits shall continue for a teacher on an unpaid leave of absence through the next complete month of coverage, following the initiation of the unpaid leave.

ARTICLE 9: VACANCIES AND ASSIGNMENTS

A. Hiring

1. Only highly qualified or teachers with annual authorization for Vocational Education, will be hired for regular teaching positions.
2. Teachers will be hired by the Board as soon as possible after the occurrence of a vacancy. It is understood that no teaching assignment will be filled by a substitute or series of substitutes to replace a teacher on other than sick leave, for longer than five (5) consecutive weeks, except if the Board has had less than four (4) weeks notice of such impending vacancy, in which case eight (8) weeks will be allowed, unless agreed to by administration and the NHEA.
3. For the purposes of this agreement, a vacancy shall be defined as an unfilled assignment within the bargaining unit where a teacher is not expected to return; a position filled on a temporary basis during the previous year; a position created by a principal approved intra-building transfer; and a new position which may be created by the Board.

Vacancies shall be filled in accordance with Article 15, Section E - relating to recall.

4. The Board will post all teaching vacancies with MEA-NEA LOCAL 1, in each building for a period of no less than ten (10) days, and on the district web site. No vacancy shall be filled until the end of the posting.
5. The Board recognizes the advantage of having certified and highly qualified teachers fill teaching vacancies that occur in the district. To that end the Board agrees to mail a copy of posted notice of openings or vacancies to the MEA-NEA Local 1 office. The Board further agrees to give consideration to all applicants.
6. Effective the 1996-97 school year, any teacher who has an interest in a position which may be created or become vacant during the summer shall notify the Superintendent in writing of his/her interest. Such notification shall be made by June 15 of each school year. The Superintendent will post open positions on the district web site during the summer months.

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7. Effective the 1996-97 school year, if a student requires homebound services, those services must first be offered to the teachers of that particular student. If none of the student's current teachers volunteer, then the posting period for homebound services shall be two (2) days.
- B. Administrative Vacancies
1. The Board retains the sole discretion to fill administrative positions from within or outside the district.
 2. A written request for an administrative position will be forwarded directly to the Superintendent of Schools with a copy forwarded to the Secretary of the Board.
 3. The Board will post all administrative vacancies with MEA-NEA, Local 1 in each building for a period of no less than ten (10) days and on the district web site. No vacancy shall be filled until the end of the posting.
- C. Extra Curricular Positions
1. Whenever any vacancy in the extra curricular positions in the district shall occur, the Board shall post such vacancy with MEA-NEA Local 1 in each building for a period of no less than ten (10) days and on the district web site. No vacancy shall be filled until the end of the posting.
- D. Assignments
1. Teachers will be notified of their tentative programs for the coming school year, including schools to which they are assigned and the grades and/or subjects they will teach no later than June 1.
 2. If it becomes necessary to change said assignments after June 1, and prior to the first day of school, the affected teacher will be notified as soon as possible. Such assignment will not be considered transfers.
- E. Part-time Teachers
- Part-time teachers are defined as those bargaining unit members who have less than a full-time schedule. These teachers are to receive full rights and protection as stated in this master agreement. Such teachers will receive a salary pro-rated to the proportion of a full-time assignment and benefits pro-rated per Article 14. Part-time teachers requesting a full-time assignment for the next school year must do so in writing to the superintendent by March 1st. Part-time teachers will receive pro-rated credit on the seniority list to the proportion of a full-time assignment.

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F. Shared Assignment

Teachers may select job sharing, by application to the superintendent via the building principal, and pair a teaching assignment. Such a partnership will require administrative approval, special scheduling, and effective communication to make this concept educationally sound. The job-sharing teachers will receive pro-rated credit on the seniority list and salary schedule to the proportion of a full-time assignment. The position must be applied for by March 1st each year for the following school year. Denial of such requests will not be subject to the grievance procedure.

G. Transfers (Prohibited subjects of bargaining for teachers)

1. The Board retains the sole discretion to transfer or not transfer all teachers. When transfers are necessary all voluntary requests for transfers will be considered first (1st).
2. Transfers shall be defined as a change in work location or change between elementary, middle school or high school levels. All voluntary requests for transfer will be considered before involuntary transfers are made. Administration retains the right of assignment and those within buildings are not considered transfers.

- a. Teachers desiring a transfer to a different building or assignment shall indicate, in writing, to the Superintendent, their request to transfer and reasons for said transfer by March 15 of each year. Such request shall be submitted annually or upon a posting of a vacancy.

A response indicating whether the request for transfer has been approved or denied will be returned to the teacher involved as soon as possible. If a request for transfer has been denied, the reasons for the denial will be reported to the teacher involved upon written request of said teacher.

- b. No assignment of a new teacher shall be made in a position until all pending requests for transfer relative to that position have been acted upon by granting or denying the request.

- c. Non-tenured teachers shall remain in the building for which they were hired for the first three (3) years (two years if they were previously tenured in Michigan) unless they are displaced from their current position. Special education ancillary staff and elementary non-tenured specials teachers shall remain in their department for the first three (3) years unless they are displaced from their current position. Exceptions to the above provisions may occur by mutual agreement of the association and the board.

3. Involuntary transfers are defined as transfers to which the teacher does not agree.

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4. If involuntary transfers are still necessary, such transfer will be made on the basis of the teacher with the required certification and qualifications and the lowest district wide seniority in one of the following categories, whichever is least disruptive to the educational process:

- a. Grade
- b. School
- c. Subject area

H. Recall and Assignment Provisions

In the event of the need for involuntary transfers, the following procedures will occur:

1. All unassigned positions, including special service and special education positions, shall be listed by building, subject and grade.

2. If at all possible, displaced teachers, on a district seniority basis, will be given assignment at their previous level and/or building. Teachers must be certified and highly qualified for the position.

3. The most senior teacher(s) on the list as described in Article 15, Section F. shall be assigned to an unassigned position by certification and highly qualified status. If a teacher is certified for more than one position, then said teacher shall be assigned according to his/her assignment preference form. If the assignment cannot be made according to the preference form, the teacher will then be assigned as follows:

a. Based upon certification and highly qualified status, if multiple open positions are available for the most senior teacher on the master list of unassigned teachers, the following order for assigning that teacher will be used:

- 1. Same certification/same building
- 2. Same certification/same level
- 3. Same certification/ different level
- 4. Different certification/same building
- 5. Different certification/same level
- 6. Different certification/different level

b. Based upon certification and highly qualified status, if no open position is available for the most senior teacher on the master list of unassigned teachers, the following order for assigning that teacher will be used:

1. The most senior teacher on the master list of unassigned teachers must displace the least senior teacher from a position that the teacher is both certified and highly qualified. The least senior teacher must be able to teach in one of the remaining open positions.

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

2. The most senior teacher on the master list of unassigned teachers must displace the least senior teacher from a position that the teacher is both certified and highly qualified. The least senior teacher is placed on the master list of unassigned teachers.
- c. During the placement process, voluntary transfers can be approved at any time by the superintendent.

H. Bargaining Unit Work

1. No teacher shall be replaced by, or have their duties or responsibilities transferred to an aide or an administrator, except in cases of emergency. An emergency shall be unanticipated, short term absences.
2. On-line courses and distance learning courses, where there is a teacher digitally connected, shall not be considered bargaining unit work.
3. Students enrolled in an on-line course or distance learning course will be assigned a teacher mentor. Teacher mentors will be paid \$150 per student per course up to a maximum of \$1500 per semester. Administration must approve, in advance, those courses which carry a teacher mentor payment. Teacher mentors must meet once each week, when school is in session, with the student to check their progress in the course. All on-line assessments must be taken in the presence of the teacher mentor.

ARTICLE 10: TEACHER EVALUATIONS (Prohibited subject of bargaining for teachers)

- A. At the beginning of the school year, or as required by law or the Michigan Department of Education, each teacher, tenure and non-tenure, being evaluated for that school year shall be informed by the evaluating administrator of the evaluation procedure and forms to be used.
- B. All monitoring or observation of work performance of a teacher shall be conducted openly. "Video equipment will not be used in evaluations without teacher notice and approval. Other electronic equipment will not be used in evaluations without teacher notice." There will be teacher evaluations within the classroom situation. Each scheduled observation shall be conducted in person for a minimum of twenty (20) consecutive minutes. A teacher shall receive a copy of all written observations within two weeks following an observation and shall meet with the administration to discuss the observation.
- C. In cases where there are negative comments regarding the teacher's performance, at the teacher's or administrator's written request, the teacher and the administrator shall meet within three (3) school days of such request to discuss the observation. If the teacher disagrees with the written observation, he/she may reply and have his/her comments attached to the observation.

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

D. Any improper action or conduct by a teacher which is observed by an administrator will be brought to the attention of said teacher in order that he/she may make corrective measures. Should this teacher fail to take corrective measures, it shall be entered in his/her personnel file, in accordance with section H of this article.

E. Each probationary bargaining unit member shall be provided with an annual year-end summative evaluation. This evaluation shall be based on, but not limited to, at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval between observations is mutually agreed to by the teacher and the administration. This evaluation shall, in part, include an assessment of the teacher's progress toward meeting the goals in his/her Individualized Development Plan.

Each tenure teacher shall be provided with a performance evaluation at least once every three (3) years. The performance evaluation shall be based on, but not limited to, at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval between observations is mutually agreed to by the teacher and the administration. The evaluation will be completed prior to April 30.

F. A copy of the written evaluation shall be given to the teacher at least one (1) day prior to the conference between the building principal and the teacher. A representative of the Association at the teacher's request, may be present at this conference. One (1) copy of the evaluation shall be retained by the principal and one (1) copy shall be sent to the Superintendent.

In all written evaluations, if areas of concern are noted, the evaluation will include recommendations for remediation of same.

G. Each teacher, upon request, may make an appointment to review the contents of his/her own personnel file in the Central Administration Office. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

H. No material detrimental to the teacher may be placed in his/her file without providing the teacher opportunity to sign the material and file a response thereto (and) said response shall become a part of his/her file. The teacher's signature shall not be interpreted to mean agreement or disagreement with the content of the material.

I. Records of a non-recurring negative nature, excluding evaluations, will be removed from a teacher's personnel file four (4) years after the date of entry. In order to be purged, the teacher must send written notice of the records to be removed. Files shall be purged immediately upon receipt of such notice, but in no case no later than three (3) days from the date of written notification. Requests for items to be purged shall not be included in the personnel file.

ARTICLE 11: TEACHER PROTECTION AND STUDENT DISCIPLINE

- A. Since the teacher's authority and effectiveness in the classroom is undermined when the students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Each teacher shall recognize his/her prime responsibility for the effective control and management of student behavior in his/her classroom. He/she shall recognize that effective teaching is the first line of defense in the prevention of discipline problems. He/she shall consider it his/her responsibility to utilize the resources available to him/her to help prevent behavior problems. Such resources include consultations with parents, his principal, counselors, the school social worker, when appropriate, etc.

A teacher shall not exclude students from classes unless and until resources available have been utilized. Prior to excluding students from his/her classes, he/she shall notify his/her principal, in writing, of his/her intent. Provided, however, the requirement of written notice shall not apply in cases where the conduct of the student is so disruptive that the continued presence of the student may be excluded and a teacher shall provide his/her principal or the principal's administrative designee a full report as soon as his/her duties allow but no later than the close of the day in which the incident occurred. The student will not be allowed to return to class until after a consultation by an administrator with the teacher. A conference between the teacher and the student and principal or the principal's administrative designee shall occur no later than two (2) days following the formal written report.

- C. Any case of assault upon a teacher during the school day or any school sponsored activity shall be promptly reported to the building principal, and a written report shall be submitted outlining in detail events leading up to the assault to the principal as soon as practicable.

The Board or its representative shall render reasonable assistance to the teacher in connection with handling of the incident by law enforcement officers.

- D. Any case of physical contact by a teacher upon a student shall be promptly reported to the building principal and a written report shall be submitted as soon as practicable.
- E. The Board will assist in every reasonable way, the apprehension and conviction of any person causing damage to, or destruction of the teacher's personal property while said teacher is on duty during the normal school day and school-related activities. Any personal loss to a teacher shall be discussed at the next monthly meeting of the New Haven Board of Education.

An account of the personal loss shall be submitted, in writing, to the Superintendent or

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principal. The Board will prosecute and seek to collect damages if aggrieved will sign complaint and testify. This is in the event the person caught does not agree to pay for damages.

- F. During the school day, each teacher will supervise those students for whom he/she is responsible whether they are engaged in curricular or extra curricular activities.

ARTICLE 12: THIRD PARTY MEDICAL DECISIONS

- A. Whenever, in this contract, the language permits the Board to verify a teacher's medical condition the teacher may be examined at the Board's expense by an appropriate specialist in the area of controversy. The Board will choose the hospital, and the hospital will appoint the appropriate specialist. The findings of the specialist will be final and binding on the parties.

ARTICLE 13: SPECIAL TEACHING ASSIGNMENTS (Prohibited subject of bargaining for teachers)

- A. Assignments for driver education, summer school and all extra-curricular positions may be made by the Board on the basis of preference to teachers possessing teaching certificates regularly employed during the normal school year.

ARTICLE 14: FRINGE BENEFITS

- A. Insurance Coverage.
Until December 31, 2013, the Board will provide the teachers with MESSA CHOICES 2 (PPO) for health insurance coverage during the open enrollment period.

Plan A: For employees needing health insurance through December 31, 2013 **MESSA CHOICES 2 (PPO)**

- MESSA Rx Saver: \$20/\$40 (effective 9/1/11)
- OV/UC/ER Co-Pay: \$20/\$25/\$50 (effective 9/1/11)
- MESSA Deductable: \$500/\$1,000 (effective 10/1/11)
- 20% Premium Contribution (effective first pay of 2011/12)

Each bargaining unit member will pay 20% of the illustrative premium rate based on the plan the teacher is enrolled in (single, two person, full family) towards the cost of the MESSA Choices 2 (PPO) health insurance. This contribution will be equally divided over the September through June paychecks. All payments will be deducted pre-tax. If the state intervenes in this contract and requires any health care co-payments, the state mandated co-payments will replace those described above.

- FSA Account to be established by district.
- Cash in lieu of will be reduced by 20%.

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Plan A: For employees needing health insurance beginning January 1, 2014

MESSA ABC Plan 1

- Please refer to MESSA ABC Plan 1 description for benefit details
- The employer will fund the amount allowed under the hard cap beginning July 1, 2013. Employees will pay all premium costs over the hard cap amount.
- Employer will fund \$750.00 of the deductible for single subscribers to a Health Saving Account (HSA), and \$1,500.00 of the deductible for two-person and full-family subscribers to a Health Saving Account (HSA), each January 1 through 2016-2017.
- FSA Account to be established by district.
- Cash in lieu of will be reduced by 20%.

Long Term Disability:

66 2/3% of Maximum Eligible Salary

\$5,000 maximum

90 Calendar days - Modified Fill

Freeze on Offsets

Alcohol/Drug & Mental/Nervous - Same as any other illness

Delta Dental Plan:

80/80/80: \$1,000 Annual Maximum

80: \$1300 Lifetime Maximum

Two Cleanings per year

No Adult Orthodontics

Negotiated Life:

\$50,000 AD&D

Disability waiver will apply

Vision:

VSP 2 - SILVER

Plan B: For employees not needing health insurance

Long Term Disability:

66 2/3% of Maximum Eligible Salary

\$5,000 Maximum

90 Calendar Days – Modified Full

Freeze on Offsets

Alcohol/Drug & Mental/Nervous – Same as any other illness

Delta Dental Plan:

100:90/90/90 :\$1,000 Annual Maximum

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

90: \$1500 lifetime Maximum
Two Cleanings per year
No Adult Orthodontics

Negotiated Life:

\$60,000 AD&D

Dependent Life:

\$10,000 (Spouse) \$5,000 Child(ren)

Vision Plan:

VSP-3 - GOLD

In the event legislation is passed that prohibits specified insurance benefits, those benefits will cease beginning with the first day of the following month's coverage. If at a later date that legislation is repealed, the affected insurance benefit coverage shall be reinstated, if available.

In addition to any fringe benefits listed, teachers may opt to enroll in a health savings plan using pre-tax dollars. Administration will select a health savings plan administrator. Teachers will select a per pay dollar amount to be withdrawn from their paycheck pre-tax for deposit in their health savings plan. Teachers may pay for health care used during the calendar year by following the procedures stated by the health care savings plan administrator.

B. Workers' Compensation

1. Teachers absent due to injury or disease or illness arising out of and in the course of their employment, which entitled them to receive Michigan Workers' Compensation Benefits, shall receive from the Board the following benefits:
 - a. All rights as set forth in law for all work-connected injuries.
 - b. Teachers may elect to use accumulated sick leave at the rate of the difference between the allowance paid under Workers' Compensation Benefits and their regular salary, computed on a daily basis for a period of time that funds from their accumulated sick leave bank will provide.
 - c. Any time lost because of physical impairment, due to assault by a student resulting in inability to work, shall not be charged against the teacher, if determined by a physician. Maximum time coverage pertaining to this article shall be seventeen and one-half (17 1/2) working days for any one incident. If the Board requires a second opinion, refer to Article 12.

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

C. Retirement Benefits

1. In appreciation for services to the school district, a retirement payment of thirty-five dollars (\$35.00) a year of service will be paid upon retirement provided the employee shall have been employed in the school district for at least fifteen (15) years. In the alternative, teachers may elect to be paid for his/her unused sick days at the rate of fifty dollars (\$50.00) per unused sick day at the retirement.

D. Terminal Pay Benefits

1. Any tenured teacher who terminates his/her employment, whether by retirement or resignation and has at least fifty-one percent (51%) of his/her sick leave days accumulated, will receive a dollar amount equal to the current substitute teacher rate per day for each accumulated sick leave day as a terminal leave benefit.

It is further understood that any teacher who has reached the maximum of two hundred (200) days as provided in Article 7, Section B shall automatically qualify for this benefit regardless of whether this represents fifty-one percent (51%) of his/her accumulation or not.

This terminal pay benefit shall also apply to anyone employed as a school nurse, social worker, and/or school psychologist who complete two (2) years of service.

This paragraph shall not apply to persons who exercise the unused sick days alternative in paragraph C.

E. National Health Insurance Severability

1. If a national health insurance program is instituted by action of Congress or any government agency during the life of this Agreement, the parties hereto shall meet to renegotiate the appropriate provisions of Article 14.

- F. Teachers employed on a part-time basis prior to June 1, 1984, shall receive full fringe benefits unless they have available to them another employer sponsored equivalent health benefit insurance program. Current part-time teachers with an available employer sponsored equivalent health benefit insurance program shall receive no health benefits from the New Haven Community Schools.

In lieu of the above mentioned health benefits these part time teachers shall receive a tax sheltered annuity at the rate of sixty percent (60%) of the single subscriber yearly health insurance premium.

(Available employer sponsored equivalent health benefits insurance program shall be defined as equivalent benefits paid by an employer outside the insured's immediate family).

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

Current full time bargaining unit members, reduced to part time status, shall receive coverage as described in the above paragraphs. Teachers newly hired on a part-time basis after June 1, 1984, shall be eligible for group rate insurance benefits at a cost prorated on their percentage of employment. Example: A teacher working forty percent (40%) of full time shall be responsible to pay sixty percent (60%) of the group insurance rate.

Full time teachers who have insurance available through some entity other than the N.H.C.S. can elect to drop N.H.C.S. insurance at a rate of sixty percent (60%) - single subscriber hard cap health costs.

- G. It is the teacher's responsibility to contact the business office to report any changes in insurance related status within thirty (30) days of the status change. New teachers must apply for insurance during the open enrollment period. Teachers with subsequent status changes shall report the changes within thirty (30) days of the status change.
- H. The Board shall adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code upon ratification of this agreement. Said plan document shall be approved by the Association. To elect a tax deferred annuity the bargaining unit member shall enter into a salary reduction agreement under this plan. All costs relating to the implementation and administration of the plan shall be borne by the Board.

ARTICLE 15: STAFF REDUCTIONS (Some prohibited subjects)

- A. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof, unless said teacher shall have been notified according to the provisions of the law. The Board shall give written notice of layoff by sending a certified letter to said teacher at his/her last known address or by hand delivery of the notice to the teacher.
- B. Before official action on a reduction of teachers is taken by the Board, it will give notice to the Association of the contemplated reduction and afford the Association an opportunity to discuss it with the employer. The Association shall be provided a list of all members of the bargaining unit in seniority order thirty (30) calendar days after the beginning of each school year. Whenever possible the Board shall give the Association the names of teachers to be laid off at least ten (10) days prior to any layoff.
- C. In the event the Board finds it necessary to curtail programs for reasons including, but not limited to, a decrease in student population in the district or in a particular school, or a lack of sufficient operating revenues, the order of reduction in staff shall be as defined below. Curtailment of programs shall include the establishment of partial day sessions.
 - 1. Temporary Employee.

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

2. Teachers with sub-standard certificates, according to seniority. If a position cannot be filled with a certified and highly qualified teacher, in accordance with seniority, a teacher with lower seniority may be retained.
 3. Probationary teachers, according to seniority. If a position cannot be filled with a certified and highly qualified teacher, in accordance with seniority, a teacher with lower seniority may be retained.
 4. Tenure or continuing contract teachers according to seniority. If a position cannot be filled with a certified and highly qualified teacher, in accordance with seniority, a teacher with lower seniority may be retained. As used in this Agreement, the words "certified and highly qualified" shall mean: Teachers who have earned a Michigan Teaching Certificate in the required subject area and:
 - a. Who hold a major or minor in a given subject area, or its equivalency in credit hours; or
 - b. Who have two (2) years experience teaching in the subject area within the four (4) previous years preceding the proposed layoff and a minimum of ten (10) semester hours in the given subject area.Teachers who do not meet the requirements of the Section C.4.a. above will be notified by the Superintendent or his/her designee of the necessity to upgrade their record by completion of one of the following options:
- D. In all cases, those courses, classes, seminars, or other appropriate educational training, including any method taken by a teacher to upgrade his/her record to meet the requirements for Section C.4.a. above, must be approved by the Superintendent or his designee for enrollment by the teacher, tuition will be paid by the Board of Education. If a teacher's only possible assignment would necessitate him/her to attain an additional certification endorsement, the Board of Education shall grant release time for that teacher to complete his/her college requirements for the endorsement if a mandated course is only offered during the school day.
- E. Teachers whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district which they are certified and highly qualified according to seniority.

The Board shall give written notice of the recall from layoff by sending a registered letter or telegram to said teacher at his/her last known address. At the same time, the Board shall further notify the Association of the recall. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears in the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the teacher.

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

Teachers recalled will have seven (7) calendar days from the date of the receipt of a registered letter of recall to indicate their acceptance or rejection of re-employment. Failure to respond shall result in termination of all employee rights.

F. Seniority

1. Seniority will be determined from the last date of hire. Seniority is defined as length of service within the district as of the employee's first (1st) working day. In the event the seniority date for two (2) or more employees is identical, a drawing will take place to determine their placement on the seniority list. The procedure for the drawing will be as follows:
 - a. The Board will provide the Association with a list of employees who begin active employment of the same day. This list will be provided within two (2) weeks of their official hire by the Board.
 - b. The Board will set a date, time, and location for the drawing, which will be within thirty (30) days following their official hire by the Board. The Association will inform the employees of the date, time, and location of the drawing. The President of the Association, or his/her designee and at least one other Association member shall attend the drawing. The employee(s) have the right to attend this drawing.
 - c. Each of the employees participating in the drawing shall have their name placed on a piece of paper. All names will be placed in a container and drawn. The first name drawn will be placed first on the seniority list. The drawing will continue one name at a time, until the names of all employees hired on the same date are drawn.
 - d. Names of employees shall be entered into the seniority list in this order.
2. Seniority will be accrued for all paid leaves of absences and military leaves (Article 8, Section E), personal leave (Article 8, Section D, part 1a) for child care and care for a family member.
3. No administrator shall accrue seniority in the bargaining unit.
4. The Board shall furnish the Association with a seniority list on or before October 1st of each school year. The list shall include the last date of hire, years of service in New Haven and certification areas for each teacher. The Association will distribute the list and have it initialed by all members on or before November 15th of each year. The list shall be conclusive unless the Association brings inaccuracies to the Board's attention prior to November 15th.
5. Shared time and part time employees will be granted seniority on a prorated basis equal to the contractual full time equivalency (FTE) for which they were

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hired. Examples: a .5 FTE will earn .5 years of seniority. A .75 FTE will earn .75 years of seniority.

- G. When a teacher is laid off at the end of a school year for the following school year, the fringe benefits over the summer months afforded him/her under this Agreement shall not be lost due to layoff.

The Board will be notified of the teacher's availability for work and of the teacher's current address each year.

- H. The Association and Board agree that a teacher shall remain on the recall list for the number of years he/she has continuously taught in the district prior to layoff up to a maximum of five (5) years but no less than two (2) years, from the date of layoff.

- I. The term "qualified" when used elsewhere in this contract in connection with classroom teaching positions shall have the same definition as contained in this Article.

ARTICLE 16: MISCELLANEOUS PROVISIONS

- A. The teachers and the Board, recognizing that the employment of a multi-racial staff is a common goal and that the parties must work toward improving the ratio of minority teachers in each of the buildings, agree to the following:

1. Teachers will recommend to other teachers, student teachers and intern teachers of minority groups to teach in the New Haven Community Schools.
2. The Board agrees to utilize local resources and community contacts to publicize openings within minority groups.
3. The Board retains the sole discretion to hire or not hire any applicant subject to the requirements of the Office of Economic Opportunity, the Michigan Civil Rights Commission and the Fair Employment Practices Commission.

- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- C. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

- D. The parties will apply the provisions of this Agreement without regard to religion, race, color, national origin, age, sex, height, weight, or marital status.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed within forty-five (45) days of the ratification and signing of this Agreement, and to all teachers hereafter employed, at or prior to the time of employment.

Additional copies of the Agreement may be purchased at cost by the Association from the Board of Education.

- F.
 - 1. During the life of this Agreement, the Association will not cause or permit its members to cause, nor will any member of the Association take part in a work stoppage. As used in this Agreement, the words "work stoppage" shall mean the concerted failure to report for duty; the willful absence from one's position; the stoppage of work or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges, or obligations of employment.
 - 2. The Association shall have no liability under this article if they will post notices immediately at any or all schools affected, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Association. The Association shall further advise any and all teachers involved, including notification to the communications or press media if requested by the employer, that such teachers are in violation of the Agreement and that all teachers involved shall return forthwith to their regular duties.
 - 3. Members of the bargaining unit who violate this article shall be subject to disciplinary action, including discharge.
 - 4. So long as no work stoppage occurs in violation of this article, the Board agrees they will not lock-out during the term of this contract.
- G.
 - 1. It is the responsibility of each teacher to report his/her impending absence; high school teachers will report absences at or before 5:30 a.m. and all other teachers at or before 6:00 a.m., except in cases of emergency.
 - 2. Annually, the district will provide all teachers with the telephone number to call and the procedures to follow when reporting an absence.
 - 3. It is the responsibility of each teacher to call in their impending absence before the time specified above, except in cases of emergency. It is understood by the parties that the failure by a teacher to fulfill this obligation may be grounds for discipline.

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- H.
1. No teacher shall be disciplined for a reason that is arbitrary and capricious. No teacher who is not in a position requiring certification and whose employment is not governed by the Teacher Tenure Act shall be disciplined without cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.
 2. A teacher shall be entitled to have present a representative of the Association during any disciplinary action when such action will become part of the teacher's personnel file. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present except in extenuating circumstances. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.
 3. Any complaint/matter which is subject to the provisions and procedures of the Teacher's Tenure Act (Act 4 of Public Acts, Extra Session, 1937 of Michigan as amended, being MSA 15, 1971, etc.) shall not be the basis of any grievance.
 4. When probationary teachers are notified of discharge, they will also be notified of their right to have a closed Board hearing on the merits of such action. The hearing may be held after official Board action on their dismissal, providing the hearing request is made within twenty (20) school days of official notification of discharge. If probationary teachers request a hearing, they will receive a written statement of the reasons their work performance was considered unsatisfactory, ten (10) school days in advance of the hearing. The decision of the Board regarding their possible reinstatement will be final and non-grievable.

I. Pay Plans

1. The Board shall provide each teacher with a form so they may elect one of the following pay plans by the end of the opening day of school:
 - a. Twenty-one (21) pays
 - b. Twenty-six (26) pays

All pays will be paid via direct deposit. Teachers shall supply all necessary information to the business department to facilitate direct deposit. Pay will be withheld until such information has been supplied. Check stubs will be electronic and available on-line. Check stubs will not be printed or mailed.

2. Changes in pay plans must be made by the end of the week preceding the first pay date of each school year. The pay plan elected may not be changed during the school year. It is understood that should any teacher not elect a pay plan, he/she will automatically be placed on the twenty-six (26) pay plan.

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

3. All teachers who receive pay for special assignments shall be paid according to the procedures established by the payroll department.
 4. Mileage payments will be paid monthly upon submission of the proper forms, on a monthly basis, and must be approved by the appropriate administrator prior to payment. Such payments shall be paid according to the procedures established by the payroll department.
- J. The Board will meet and confer with the Association regarding any forms of multi-district pre-kindergarten through grade twelve consortiums whenever the bargaining unit will be adversely affected. At that time, both sides will meet and negotiate the impact upon association members.
- K. Special Contract Conference - It is understood that problems of mutual concern may arise from time to time. Either party may request a conference to discuss such problems. Any request for such conference by the Association shall be made through the Superintendent of Schools. Any request for such a conference by the Board shall be made through the District Association President. The agenda shall be limited to the problems indicated on the request. The conference must be scheduled within five (5) school days.
Any issue that would result in changes and/or additions to this agreement shall be resolved by a Board representative, the District Association President, and the Chief Negotiator or designee of each bargaining team.
- L. The District Curriculum Committee will consist of the district superintendent, building principals, the local association president, two teachers from each building appointed by the association president, and two parents from each building.
- The purpose of the Curriculum Committee shall be:
1. To share information.
 2. To coordinate curriculum programs.
 3. To recommend to the Board of Education revisions or additions to the school district's curriculum.
- M. New Teacher Mentors: A new teacher mentor as identified in Section 1526 of the School Code, MCLA 380.1526, shall perform the following duties and be subject to the following terms and conditions:
1. The purpose of the mentor is to provide a peer who can offer assistance, resources and information to a new teacher.
 2. A bargaining unit member may refuse such assignment as a mentor.
 3. The administration shall notify the Association when a mentor is matched with a new teacher (mentee).

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

4. In assigning a bargaining unit member as a mentor, consideration will be given to the bargaining member's area of certification and building.
5. A mentor assignment shall be for a minimum of one semester at which time the assignment may be renewed.
6. Neither the mentor nor mentee shall be permitted to participate in the evaluation of the other. Further, except in cases of misconduct, the mentor shall not be called as a witness by the Board in any grievance or administrative hearing involving the mentee's work performance, and the mentee shall not be called as a witness by the Board in any grievance or administrative hearing involving the mentor's work performance.
7. The District shall provide reasonable release time to bargaining members acting as mentors.
8. Professional development training required by law or regulation, such as Section 1526 of the Michigan School Code, may occur during the regular workday and year. However, satisfying such professional development requirements is the sole responsibility of the teacher.
9. Bargaining unit members who serve as mentors shall receive a yearly stipend of four hundred (\$400) dollars (one-half of that amount for one semester).
10. In hiring a mentor, the Board shall give first consideration to hiring tenured bargaining unit members; however, the Board may hire as a mentor retired teachers and/or retired administrators who possess(ed) a valid teaching certificate. Non-tenured bargaining unit members shall not be hired as mentors.
11. Mentors will be expected, as a part of their stipend for mentoring and as a condition of being a mentor, to attend a meeting for a time period of no more than two (2) hours during the New Teacher Orientation program. This is intended to give both the mentor and mentee a chance to meet one another and have some understanding of the mentor-mentee program.
12. Mentors will maintain a record of dates and times of meetings between the mentor and mentee for the sole purpose of verifying the meetings. This record will be initialed by both the mentor and mentee when they meet. At no time will this record record any information discussed. This will be made available to the building administration each semester prior to the administrator approving the mentor's stipend.
13. Mentors will be given at least one class period per semester to observe and/or meet with the assigned mentee. Additional release time will be provided if mutually agreed upon by the mentor and the building administrator.

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

- N. If a public school academy is authorized by the District, and the teacher's contract is to apply to the academy pursuant to MCL 380.503(4), then any provision of an academy school contract as defined in MCL 380.503 (4) affecting the wages, hours, and working conditions of employment which is inconsistent with this agreement must have written approval of the Association prior to being adopted and/or implemented.

Bargaining unit members employed in a public school academy shall not be required to perform job duties and responsibilities different than regular District teachers in similar positions.

In the event the Board of Education considers authorizing a public school academy or considers applying for a public school academy contract with another body authorized to grant such contract, the Board will so notify the Association prior to adoption or implementation to provide opportunity to negotiate its impact on the bargaining unit members.

ARTICLE 17: CALENDAR

- A. Length

The Association and the Board agree to a calendar of 177 teacher days and 171 student days per year. If the State requirements for minimum days and hours of pupil instruction change during the lifetime of this Agreement, representatives of the Association and the Board shall meet for the purpose of bargaining the school calendar and hours of instruction. It is the intent of the parties that no additional days or hours of instruction will be scheduled other than the minimum required by the State.

- B. Compliance with 1984 PA 239

In case of emergency school closing, the Board shall endeavor to notify radio stations not later than one (1) hour prior to the time the first teachers are due to report for work and use the teacher fanout system. In the event that pupil instructional days have been cancelled due to conditions not within the control of the Board, instructional days shall be rescheduled to comply with 1984 PA 239.

The Superintendent or his/her designee will endeavor to delay the start of a school day when possible. The Superintendent or his/her designee will determine, at his discretion, when a delayed start is warranted. Class schedules and duration of classes will be determined by the administration. In no event will classes end later than 3:45 P.M.

If additional days of instruction must be scheduled to insure compliance with 1984 PA 239 then such days will be scheduled at the end of the school year and the last day of the school calendar shall be adjusted accordingly, (i.e., one half (1/2) day for students and one (1) full day for teachers).

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

The make up of instructional days shall only be undertaken as necessary for the school district to qualify for full state aid. In the event that the Superintendent or his/her designee directs that school remain open on any of the scheduled days when less than the required number of students are present to receive full state aid, teachers will be paid prorated additional compensation for days in excess of one hundred eighty (180) days of student instruction.

If 1984 Pa 239 is modified or repealed so as not to require rescheduling of student days, this article shall be null and void.

- C. If rescheduling of parent-teacher conferences is necessary, the Superintendent and Association President will meet and discuss the rescheduling.
- D. School Calendars

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

NEW HAVEN COMMUNITY SCHOOLS 2013-2014 TEACHER CALENDAR

Updated May 16, 2013

Mon-Tue	Aug 26-27	Furlough Days
Monday	August 26	New Teacher Orientation – 10:00 a.m. at Administration
Wednesday	August 28	½ Day - Professional Development ½ Day – Teacher work time
Thursday	August 29	Full Day - Professional Development
To Be Determined – Sept/Oct		Open House/Curriculum Night all levels Date may differ by level/building.
Tuesday	Sept 3	School opens – full day for all students and teachers
Wednesday	Oct 9	High School - ½ day for students in a.m. Afternoon and evening Parent/Teacher Conferences Full day for elementary and middle school.
Thursday	Oct 10	Middle School - ½ day for students in a.m. Afternoon and evening Parent/Teacher Conferences Full day for elementary and high school.
Friday	Oct 11	Full day of school
Tuesday	Oct 15	Elementary - mid-marking reports due by 9:00 a.m.
Tuesday	Nov 5	School closed for all students Professional Development Day – All Teachers
Monday	Nov 25	Elementary - ½ day for students in a.m. Afternoon and evening Parent/Teacher Conferences Full day for middle school and high school
Tuesday	Nov 26	Elementary - ½ day for students in a.m. Afternoon Parent/Teacher Conferences Full day for middle school and high school Thanksgiving recess begins at the end of the day for all students and teachers
Wed-Fri	Nov 27-29	Thanksgiving Recess - School closed for all students and teachers
Monday	Dec 2	School reopens - Full day for all students and teachers
Friday	Dec 20	Winter Recess begins at the end of day for all students and teachers
Monday	Jan 6	School reopens - Full day for all students and teachers
Tue-Thur	Jan 14-16	High School exam days ½ day for students at all levels January 14 – Furlough day in p.m. January 15-16 – PD day in afternoon

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2013-14 School Year

Friday	Jan 17	Records Day & End of First Semester – No Students
Monday	Jan 20	Martin Luther King Jr.'s Birthday Observance School closed for all students Furlough Day
Fri-Tue	Feb 14-18	School Closed for all students and teachers – Mid-Winter Break Feb. 18 - Furlough day
Wednesday	Feb 19	School reopens - Full day for all students and teachers
Tuesday	March 4	High School MME Testing Full day for all students.
Wednesday	March 5	High School MME Testing Full day for all high school and elementary students. Middle School conferences in afternoon and evening ½ day for middle school students
Thursday	March 6	High School MME Testing – Full day for all middle school and elementary students. High School conferences in afternoon and evening ½ day for high school students
Thursday	March 13	Full day for all middle school and high school students. Elementary conferences in afternoon and evening ½ day for elementary school students
Friday	April 4	Spring Recess begins at the end of day for all students and teachers
Monday	April 14	School reopens – Full day for all students and teachers
Friday	April 18	No school for students and teachers
Monday	April 21	School reopens - full day for all students and teachers
Friday	May 23-26	Memorial Day Recess - School closed for all students and teachers May 23 - Furlough day
Tuesday	May 27	School reopens - Full day for all students and teachers
Tue-Thur	June 3-5	Final exams for High School students. One-half day for all students June 3 – ½ day Furlough June 4-5 – ½ day PD each day
Thursday	June 5	Last day of school for students
Friday	June 6	Last day for teachers. 1/2 day PD in a.m.

TEACHERS – 177 DAYS

STUDENTS – 171 DAYS

NOTE: Parent-teacher conferences, marking period dates, etc. are subject to change to meet district needs.

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A committee consisting of members of the Association and the Board will meet to develop calendars for 2014-2015, 2015-2016 and 2016-2017.

ARTICLE 18: COLA, Salary Agreement, Salary Schedule

Salary Agreement

2013-14

- A.) 0.0% on salary schedule; one year step freeze; 0% of step paid.
- B.) A new step will be established between the current step 9 and step 10 by equally dividing the difference of step 9 and step 10 in half.
- C.) The Association and Administration will meet to decide the number of furlough days, up to a maximum of six (6) days, and the dates they will occur.

Starting with a base audited fall blended student count of 1344 FTE, administration agrees to eliminate two unpaid furlough days if an additional 31 student FTE are counted for the fall 2013 student membership.

Base FTE – fall 2012	=	1344
1% (two furlough days)	=	+ 10 FTE
½ of \$300,000 deficit	=	+ 21 FTE
Total	=	1375 FTE

- D.) If it is mutually agreed to by both parties to replace the above-listed furlough days with any “Act of God Days” that occur during the school year, the Association and the Administration will meet to determine the day(s) to be replaced.
- E.) Teachers will be paid at the current 2011-2012 salary schedule through 2015-2016. Members will continue to move up a step in 2014-2015 and in 2015-2016. Members will continue to move on lanes per Article 18, E-4 of the agreement.
- F.) If FTE target numbers are not reached in any year, unpaid furlough days will not be eliminated. If FTE target numbers reach a status where part or a furlough may be eliminated, the association and administration will meet to discuss and determine a course of action.

2014-15

- A.) 0.0% on salary schedule; one year step freeze; 0% of step paid.
- B.) The Association and Administration will meet to decide the number of furlough days, up to a maximum of six (6) days, and the dates they will occur.
Given an audited student fall blended membership count of 1375 FTE, administration will eliminate another two unpaid furlough days based on the fall 2014 student membership count.

Base FTE – fall 2013	=	1375
1% (two furlough days)	=	+ 10 FTE
½ of \$300,000 deficit	=	+ 19 FTE
Total	=	1404 FTE

- C.) If it is mutually agreed to by both parties to replace the above-listed furlough days with any “Act of God Days” that occur during the school year, the Association and the Administration will meet to determine the day(s) to be replaced.
- D.) Teachers will be paid at the current 2011-2012 salary schedule through 2015-2016. Members will continue to move up a step in 2014-2015 and in 2015-2016. Members will

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

continue to move on lanes per Article 18, E-4 of the agreement.

- E.) If FTE target numbers are not reached in any year, unpaid furlough days will not be eliminated. If FTE target numbers reach a status where part or a furlough may be eliminated, the association and administration will meet to discuss and determine a course of action.

2015-16

- A.) 0.0% on salary schedule; one year step freeze; 0% of step paid.
- B.) The Association and Administration will meet to decide the number of furlough days, up to a maximum of six (6) days, and the dates they will occur.
Given an audited student fall blended membership count of 1404 FTE, administration will eliminate the final two unpaid furlough days based on the fall 2015 student membership count.

Base FTE – fall 2014	=	1404
1% (two furlough days)	=	+ 10 FTE
Deficit eliminated June 2014	=	+ 0 FTE
Total	=	1414 FTE

For the 2015-16 school years, audited student membership must stay above 1414 FTE. Should the way student FTE membership is counted change by state law or regulation, both parties will meet to review this letter.

- C.) If it is mutually agreed to by both parties to replace the above-listed furlough days with any “Act of God Days” that occur during the school year, the Association and the Administration will meet to determine the day(s) to be replaced.
- D.) Teachers will be paid at the current 2011-2012 salary schedule through 2015-2016. Members will continue to move up a step in 2014-2015 and in 2015-2016. Members will continue to move on lanes per Article 18, E-4 of the agreement.
- E.) If FTE target numbers are not reached in any year, unpaid furlough days will not be eliminated. If FTE target numbers reach a status where part or a furlough may be eliminated, the association and administration will meet to discuss and determine a course of action.

2016-17

- A.) Re-opener of salary only.
- B.) Teachers on steps will continue to move to the next step in 2014-2015 and 2015-2016. The step movement in the 2016-2017 re-opener will be negotiated.

2013-14 Salary Schedule

Step	Non Degree	BA	MA	MA+30	Spec	Dr
1	\$31,506	\$37,065	\$41,872	\$42,785	\$43,800	\$44,665
2	\$33,304	\$39,181	\$44,085	\$45,014	\$45,954	\$46,900
3	\$35,248	\$41,468	\$46,412	\$47,347	\$48,273	\$49,227
4	\$37,544	\$44,169	\$49,211	\$50,162	\$51,094	\$52,054
5	\$39,508	\$46,480	\$51,572	\$52,507	\$53,455	\$54,415
6	\$41,569	\$48,905	\$54,056	\$54,992	\$55,938	\$56,893
7	\$43,952	\$51,708	\$56,946	\$57,896	\$58,900	\$59,854

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8	\$45,934	\$54,040	\$59,329	\$60,280	\$61,247	\$62,195
9	\$47,921	\$56,378	\$61,719	\$62,675	\$63,620	\$64,578
10	\$50,883	\$59,861	\$66,248	\$67,197	\$68,148	\$69,101
11	\$53,841	\$63,343	\$70,776	\$71,718	\$72,676	\$73,623

2014-15 Salary Schedule

Step	Non Degree	BA	MA	MA+30	Spec	Dr
1	\$31,506	\$37,065	\$41,872	\$42,785	\$43,800	\$44,665
2	\$33,304	\$39,181	\$44,085	\$45,014	\$45,954	\$46,900
3	\$35,248	\$41,468	\$46,412	\$47,347	\$48,273	\$49,227
4	\$37,544	\$44,169	\$49,211	\$50,162	\$51,094	\$52,054
5	\$39,508	\$46,480	\$51,572	\$52,507	\$53,455	\$54,415
6	\$41,569	\$48,905	\$54,056	\$54,992	\$55,938	\$56,893
7	\$43,952	\$51,708	\$56,946	\$57,896	\$58,900	\$59,854
8	\$45,934	\$54,040	\$59,329	\$60,280	\$61,247	\$62,195
9	\$47,921	\$56,378	\$61,719	\$62,675	\$63,620	\$64,578
10	\$50,883	\$59,861	\$66,248	\$67,197	\$68,148	\$69,101
11	\$53,841	\$63,343	\$70,776	\$71,718	\$72,676	\$73,623

2015-16 Salary Schedule

Step	Non Degree	BA	MA	MA+30	Spec	Dr
1	\$31,506	\$37,065	\$41,872	\$42,785	\$43,800	\$44,665
2	\$33,304	\$39,181	\$44,085	\$45,014	\$45,954	\$46,900
3	\$35,248	\$41,468	\$46,412	\$47,347	\$48,273	\$49,227
4	\$37,544	\$44,169	\$49,211	\$50,162	\$51,094	\$52,054
5	\$39,508	\$46,480	\$51,572	\$52,507	\$53,455	\$54,415
6	\$41,569	\$48,905	\$54,056	\$54,992	\$55,938	\$56,893
7	\$43,952	\$51,708	\$56,946	\$57,896	\$58,900	\$59,854
8	\$45,934	\$54,040	\$59,329	\$60,280	\$61,247	\$62,195
9	\$47,921	\$56,378	\$61,719	\$62,675	\$63,620	\$64,578
10	\$50,883	\$59,861	\$66,248	\$67,197	\$68,148	\$69,101
11	\$53,841	\$63,343	\$70,776	\$71,718	\$72,676	\$73,623

2016-2017 Re-Opener of Salary Only

A. Cost-of-Living Adjustment

1. The cost-of-living adjustment of this Agreement shall be inoperative and shall be abated for the 2011-12, 2012-13, and 2013-14 school years in lieu of the following salary agreement.

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

B. Longevity Payments

1. Yearly longevity payments will be made in a lump sum no later than the first pay period in June. Each yearly payment will be made as specified in the schedule below:

11th through 14th year	\$1,000.00
15th through 19th year	\$1,100.00
20th through 24th year	\$1,300.00
25th year	\$1,600.00

Longevity steps below twenty-five (25) years will be suspended for the 2011-12, 2012-13, and 2013-14 school years.

- C. Salary Schedule: The salary schedule for the three years of this contract shall be as outlined above.

D. General

1. Proration

- a. In the event a teacher does not complete the school year or is employed for less than the full school year, the Cost of Living Adjustment shall be prorated based upon a ratio of the number of workdays such teacher worked to One Hundred Seventy-Seven (177) work days multiplied by the cost-of-living adjustment.

2. Consumer Price Index Information

- a. In the event the Bureau of Labor Statistics terminates publication of the monthly Consumer Price Index information required for purposes of this provision or substantially modifies the manner of calculating such information, representatives of the Board and Local 1 agree to meet for the purpose of negotiating the terms of this cost-of-living adjustment provision. Also, if receipt by the District of Consumer Price Index information from the Bureau of Labor Statistics is delayed for reasons beyond the control of the district, payment of the cost-of-living adjustment shall be made as soon as possible following the receipt of such information.

E. Salary

1. A teacher hired during the school year who works at least ninety (90) school days shall receive an incremental step on the salary schedule the following school year. Increments (index adjustments) become effective the beginning

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day of each of school year and advancement under the salary schedule shall be automatic as of the beginning day of each school year.

2. The salary of every teacher shall be determined by his/her position on this salary schedule based upon his/her professional training, teaching experience and length of service in this system.
3. Teaching experience outside this school system may be allowed at full credit up to a maximum of ten (10) years on the salary schedule.
4. Adjustments for the MA, MA+30, Specialist or equivalent, and Doctorate semester hours, will be made twice a year, before school begins and at the end of the first semester of school. Satisfactory proof must be submitted by September 15 or February 1 in the Board of Education office. Credits qualifying for adjustment must be in an approved program in the field of education at a college or university accredited by the higher learning commission of the North Central Association of Colleges and Schools.
5. No credit will be given for hours beyond the B.A. degree unless the hours are in a planned work of study. This is to be effective as of 9-1-74. All present employees who have earned credit previous to this Agreement will be grandfathered in, and will not lose their position on the salary schedule.
6. On Specialist lane - proof of being on an approved Doctorate (Education program which includes work equal to the minimum requirements for a Specialist Degree), must be presented in lieu of the Specialist Degree.
7. A teacher's daily salary shall be determined by dividing his/her annual salary by the number of school days scheduled during the school year.
8. A teacher's weekly salary shall be determined by multiplying his/her daily salary by five (5).
9. Compensation for additional periods taught by secondary teachers shall be determined by dividing their annual salary by the number of school days scheduled during the school year and dividing that result by the number of periods in the normal daily schedule, seven (7). This amount shall be added to their regular compensation.

Example

\$21,934 (annual amount) divided by 181.5 (days) = \$120.84

divided by 7 periods = \$17.26 per period per day

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x 181.5 days or \$3,133.42 for the year

Teachers teaching eight (8) periods instead of seven (7) would receive an adjusted annual contract of \$21,934 plus \$2,741.75 = \$24,675.75

10. Compensation for secondary teachers teaching less than a full day shall be determined by dividing the appropriate step on the salary schedule, assuming this teacher had taught full time, by One Hundred Eighty One and One-Half (181.5) and dividing that result by the number of periods in the normal schedule, seven (7). This amount shall be multiplied by the number of periods in the normal daily schedule, seven (7) and finally by the number of days, which shall be One Hundred Eighty One and One-Half (181.5) days for a year.

Example

Regular Step: \$15,390

\$15,390 divided by 181.5 (days) = \$ 84.79

\$ 84.79 divided by 7 (periods)= \$ 12.11

\$ \$ 12.11 times 3 (periods) = \$ 36.33

(example assuming half schedule)

\$ 36.33 times 181.5 (days) \$ 6,593.90

11. The parties agree prior to ratification to verify all mathematical computations. All equations that end in .49 or less will be dropped and all equations that end in .50 or above will be raised to the next dollar.
12. If any salary/wage or benefit provision of this Agreement is nullified or modified by any action of any government agency, as a result of the institution or reinstatement of any form of wage and benefit controls, the parties hereto shall meet to negotiate those provisions of the Agreement affected by such government action.
13. Teachers of vocational/technology classes offered at the High School will have their compensation prorated, either increased or decreased, according to the amount of their student contact time compared to the amount of student contact time for a regular education teacher at the High School.

ARTICLE 19: COMPENSATION - SPECIAL ASSIGNMENT

The positions listed here are not tenure positions. With the exceptions noted, all of these positions are for activities that occur after the regular school day; therefore, they are considered to be extra-curricular positions. Any or all positions may be

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discontinued. Any position filled and the program put into operation will continue to operate until such functions are completed on a seasonal basis. Any person employed in any coaching assignment, unless notified otherwise by June 30th, shall continue in that assignment for another school year. Payment will be made upon submittal of a requisition, after completion of that specific function, with the exception of Driver's Education. If the Board determines to offer a sport, the Board shall establish the minimum number of participants needed for each sport. If a sport has less than the number of required participants, the Board of Education may eliminate the sport for that season or combine two teams together with an appropriate negotiated stipend.

It is hereby agreed that during this Agreement it will be the policy of the Board of Education to evaluate the performance of each coach and give this evaluation in writing before the end of the academic year. The Board retains all rights to hire and fire coaching personnel. The Board has the option to hire bargaining unit members or non-bargaining unit members into coaching positions. Two consecutive years of unsatisfactory evaluations shall be cause for termination from any coaching position. The substance of coaching evaluations shall not be subject to the grievance procedure. Subsequent to the postings for the 1994-95 year, any positions which are vacant or are filled by non-bargaining unit personnel shall be posted annually. Coaching positions that have been posted for four (4) consecutive years and filled by the same non-bargaining unit person will only have to be posted at the discretion of the Board.

The percentage listed after the position will be applied to the BA scale times the years of experience of the coach in the particular sport, up to eight (8) years and in the case of class advisors, grades 9-12. Such coaching credit will not be limited to experience in one sport, but will be interchangeable. For purposes of this article the following salary schedule will be used for the duration of this contract:

Step 1 -	\$24,546
Step 2 -	\$25,947
Step 3 -	\$27,462
Step 4 -	\$29,249
Step 5 -	\$30,780
Step 6 -	\$32,387
Step 7 -	\$34,243
Step 8 -	\$35,787

A. Football

1.	Varsity Head Coach	11.5%
2.	Varsity Assistant Coach	9.5%
3.	Junior Varsity Coach.....	9.0%
4.	Assistant Jr. Varsity Coach	6.5%
5.	Freshman Coach.....	6.0%
6.	7th-8th Grade Coach	5.5%

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

B. Basketball

- 1. Varsity Head Coach 11.5%
- 2. Junior Varsity Coach..... 10.0%
- 3. Freshman Coach..... 7.0%
- 4. 8th Grade Coach..... 6.0%
- 5. 7th Grade Coach..... 6.0%

C. Track

- 1. Varsity Head Coach 11.5%
- 2. 7th-8th Grade Coach 6.0%

D. Baseball

- 1. Varsity Head Coach 11.5%
- 2. Junior Varsity Coach..... 6.5%
- 3. 7th-8th Grade Coach 5.5%

E. Soccer

- 1. Varsity Head Coach 11.5%
- 2. Junior Varsity Coach..... 6.5%
- 3. 7th-8th Grade Coach 5.5%

F. Golf

- 1. Varsity Head Coach 6.0%

G. Cross Country

- 1. Varsity Head Coach 6.0%

H. Tennis

- 1. Varsity Head Coach 6.0%

I. Wrestling

- 1. Varsity Head Coach 6.0%

J. Volleyball

- 1. Varsity Head Coach 11.5%
- 2. Junior Varsity Coach..... 6.0%
- 3. 7th - 8th Grade Coach 3.0%

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K. Cheerleader Advisor

- 1. Head Varsity Sideline Cheer..... 3.5%
- 2. Junior Varsity Sideline Cheer 3.0%
- 3. Junior High Sideline Cheer..... 2.5%
- 4. Head Varsity Competitive Cheer..... 9.0%
- 5. Junior Varsity Competitive Cheer 5.0%

L. Bowling

- 1. Boys Head Coach..... 6.0%
- 2. Girls Head Coach..... 6.0%

Salaries for Girls Varsity and Junior Varsity sports are to be contingent to comparable scheduling. Formula to be used "Salary divided by number of scheduled games equals pay per scheduled game."

M. Other Special Assignments

- 1. Senior Advisor..... 4.5%
- 2. Junior Advisor..... 3.0%
- 3. Sophomore Advisor 2.0%
- 4. Freshman Advisor 2.0%
- 5. Yearbook Advisor 3.5%
- 6. School Newspaper..... 3.5%
- 7. Senior Play Advisor 3.0%
- 8. Junior Play Advisor..... 3.0%
- 9. Honor Society..... 2.0%
- 10. Student Council Advisor..... 3.5%
- 11. BOEC Advisor 4.0%

12. Club as approved annually by the Board of Education - \$625
 Class advisors will receive experience credit for each year served as an advisor, regardless of grade level.

N. Special Assignments that are a part of the High School Curriculum.

In the event that the listed activities are scheduled and taught as a part of the regular high school curriculum (by a properly certified and highly qualified staff member), both sides agree that in order to satisfactorily complete the requirements of these positions the staff member assigned may find that there are requirements beyond the regular school day.

Therefore, in recognition of this fact, when the following activities are a part of the regular High School Schedule, it is agreed that the following positions will receive the following stipend.

Yearbook Advisor..... \$625.00

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

High School Newspaper Advisor..... \$625.00

This stipend will take effect July 1, 2007.

O. Driver's Education

1. The hourly rate will be \$20.00. The hours are to be submitted every two (2) weeks to be paid in normal pay check.

P. Instrumental/Vocal Music

1. Head Director 9.0%
2. Vocal Music 5.5%

If a teacher teaches both instrumental and vocal music, he/she shall only receive the 9.0% supplemental salary.

Instrumental and high school vocal music teachers will have their event schedule into the building principal no later than two (2) weeks after the start of school. Note: Percentage to be included in contract.

P. Homebound Teacher \$20.00 per hour

Q. Assertive Discipline Position \$20.00 per hour

R. Attendance Incentive

1. 0 Sick days off..... \$225.00
2. 1 Sick day off..... \$125.00
3. 2 Sick days off..... \$ 75.00

Teachers whose assignments involve personal use of their cars will be reimbursed at the same rate as administrators.

S. Compensatory Days: Any teacher who volunteers for and completes thirty (30) minutes of additional supervision each student day shall receive one (1) compensatory day for every twenty (20) days of supervision. It is understood that these days may not be taken on any non-student days. Compensatory days must be used within sixty (60) calendar days of being earned or at the teacher's option at the end of each semester he/she may be paid the current school district substitute teacher daily rate for each compensatory day. If more teachers volunteer than are needed, the building administrator will develop an equal rotating schedule for the supervision. There will be no other additional compensation time authorized outside of this Article. No compensatory day may be carried over to the next school year, and cannot be used for more than two (2)

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consecutive work days.

T. Coordinators:

1. Athletic Coordinator will be paid a supplemental salary of 5.5% of that teacher's salary. He/she will also receive 1/7th of his/her salary in lieu of released period when teaching a full day.
2. Special Education Coordinator will be paid a supplemental salary of 5.5% of that teacher's salary. He/she will also receive 1/7th of his/her teaching salary in lieu of a released period when teaching a full day.
3. Vocational Education Coordinator will receive a supplemental salary of 5.5% of that teacher's salary when teaching a full day.

ARTICLE 20: COMMUNICABLE DISEASE

- A. In the event the Board of Education authorizes the development or subsequent revision of Board policies with communicable diseases, the Employer will provide the Association, prior to adoption or implementation, notice and opportunity to negotiate on said policies as they impact on the working conditions and health and safety of bargaining unit members.

ARTICLE 21: DURATION OF AGREEMENT

- A. This Agreement shall be effective as of March 21, 2013 and shall continue in effect through the 31st day of August, 2017. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. If either party desires to modify or change this Agreement, it shall, at least sixty (60) days prior to September 1, 2017, give written notice of the desire to change this Agreement.
- C. This is the entire Agreement between the parties and it cannot be added to or deleted from without the written consent of both parties.
- D. Pursuant to this article, the parties agree to extend the MEA-NEA/Local 1, NHEA Agreement, with the amendments noted, through the 31st day of August, 2017. It is expressly understood the contract shall expire on that date.

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MEA-NEA LOCAL 1



Paula Herbart, President
MEA-NEA/Local 1



Marcy Gerlach, President
New Haven Education Association

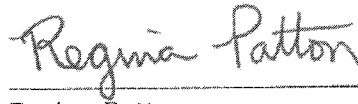


Rick Flynn - UMSERV Director
MEA-NEA/Local 1

**BOARD OF EDUCATION
NEW HAVEN COMMUNITY SCHOOLS**



Sue Simon
Vice-President



Regina Patton
Secretary



Keith Wunderlich, Ed.D
Superintendent of Schools

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APPENDIX A

If any other company is chosen then specification for life insurance will be based on Equitable.

LIFE INSURANCE

Death Benefit

In the event of your death from any cause, the amount of your life insurance as determined in accordance with the Schedule of Benefits, is payable to your beneficiary in a single sum or, if you desire, in installments. You may, at any time, change your beneficiary or the method of benefit payment to a payment plan then being offered by the Equitable, by means of a written notice to the Equitable. If you do not elect a method of benefit payment, your beneficiary may do so after your death. Your beneficiary may, after your death, designate a person to receive any amount, which, in the event of your beneficiary's death, would otherwise be payable to your beneficiary's estate.

Protection After Termination

If you leave school employment or cease to be a member of an eligible class, your Group Life protection continues for thirty-one (31) days. During this period you can convert your Group Life Insurance without medical examination to Equitable Individual Life Insurance as explained in your Certificate.

NOTE: If a benefit becomes payable under the Group Policy after you have converted your Group Life Insurance to Individual Life Insurance, any amount paid as a death benefit under the individual policy will be considered as a payment toward the amount of the benefit payable under the Group Policy. Any premiums paid under the individual policy will be refunded to the beneficiary thereunder upon surrender of the policy.

Protection While Disabled

If your active employment is terminated before you reach age sixty (60) and after the effective day of your insurance because of total disability from bodily injury or disease which prevents you from engaging in any occupation for compensation or profit, and if your employer ceases premium payments for your insurance, your Group Life Insurance protection will be extended at no cost to you up to the first (1st) anniversary of the date premium payments stop as long as you remain totally disabled. Your protection may be extended further, if proof of your continued total disability is submitted to the Equitable three (3) months prior to each anniversary of the date premium payments stop.

The amount of your insurance protection while you are so disabled will be the amount for which you were last insured under the Group Life Insurance Plan prior to your discontinuance of active work. This amount will be subject to the same deductions which would have applied to your insurance if you had not become disabled

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Proof that you remained totally disabled until death must be submitted to the Equitable within one (1) year after the date of your death. Upon receipt of that proof, the Equitable will pay to your beneficiary the amount of your insurance protection reduced by any amount of Group Life Insurance payable as a death benefit under any other provision of the Group Policy.

Contact your employer for forms for filing proof of your total disability within six months following cessation of employment.

The Equitable will have the right to have its medical representative examine you when it may reasonably require, but after your Group Life Insurance protection has been extended for two (2) full years, not more than once a year.

This protection will be discontinued when you are no longer so disabled, fail to submit to an examination or fail to furnish required proof. You will have the same rights on the date of the discontinuance as those described above in "Protection After Termination", unless you become insured again under the Group Insurance Plan.

If you have converted your Group Life Insurance, the individual policy must be surrendered to the Equitable when proof of your total disability is first submitted. Any premiums paid under the individual policy will be returned.

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

APPENDIX B

Prohibited Subjects of Bargaining:

Article 9: Vacancies and Assignments

G 2 (only shaded sentence) C and 4 all

H 2,3,3a 1-6, 3b 1-2

Article 10: Teacher Evaluations

B

C

D

E

F (only shaded sentence)

Article 15: Staff Reductions

C 1-4 a&b

D

E (only shaded sentence)

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LETTER OF UNDERSTANDING

Annexation, Consolidation, Reorganization

No bargaining unit member shall be adversely affected by a change in hours, wages, terms or conditions of employment in the existing agreement as a result of voluntary action by the Board of Education to agree to any annexation, consolidation, or other reorganization.

MEA/NEA LOCAL 1

BOARD OF EDUCATION
NEW HAVEN COMMUNITY SCHOOLS

Luigi Battaglieri

Kenneth B. Thompson, II
President

James Munroe

James Goike, Secretary

Judy Kamyszek, NHEA President

James Avery, Superintendent

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LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING
between the
BOARD OF EDUCATION OF THE
NEW HAVEN COMMUNITY SCHOOLS
and
MEA-NEA LOCAL 1, NEW HAVEN

The Board of Education of the New Haven Community Schools and the MEA-NEA Local 1, New Haven Education Association, recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. In complying with the IRS regulations regarding 403(b) plans, the Board has sought and will continue to seek input from the Association regarding the 403(b) plan document and any third party administrator adoption agreement. The parties further agree that any fees necessary to administer the 403(b) plan document will not be passed on to the members.

FOR THE BOARD OF EDUCATION

/s/ James W. Avery
James Avery Ed.D., Superintendent

December 18, 2008
Date

FOR THE ASSOCIATION

/s/ Michael LaBuhn
Michael LaBuhn, President
MEA-NEA Local 1

December 18, 2008
Date

/s/ Marcy Gerlach
Marcy Gerlach, President
MEA-NEA Local 1, New Haven

December 18, 2008
Date

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LETTER OF UNDERSTANDING

Days and Hours of Instruction

In compliance with the laws regarding calendar for schools and addressing the terms in **Article 18 - Calendar**, Section A of the Master Agreement, which reinforces that "...It is the intent of the parties that no additional days or hours of instruction will be scheduled other than the minimum required by the State."

The administration will be reviewing the hours of instruction at the district buildings with the intent being to come into compliance with the current State requirement of at least-one thousand ninety eight (1098) hours of student instruction.

Both sides agree that should the days and hours requirement be changed, this letter will be null and void.

In addition, the administration and the Association have agreed to add one (1) half-day to each semester to be scheduled as a teacher work-day.

James W. Avery Ed.D.
Superintendent

Marcy Gerlach, President
New Haven Education Association

Rick Flynn, UNISERV
MEA-NEA-Local 1

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LETTER OF UNDERSTANDING
between the
BOARD OF EDUCATION OF THE
NEW HAVEN COMMUNITY SCHOOLS
and
MEA-NEA LOCAL 1, NEW HAVEN

The Board of Education of the New Haven Community Schools and the MEA-NEA Local 1, New Haven Education Association, recognizing that with the re-enactment of the Elementary and Secondary Education Act (ESEA)/No Child Left Behind Act (NCLB) (20 USC 6301 et seq.) effective January 8, 2002, highly qualified status will be required of those teachers teaching in core content areas as identified under this law by the end of the 2005-2006 school year.

To facilitate teachers becoming highly qualified under the NCLB, the parties agree to a portfolio assessment option. The portfolio assessment shall be conducted by a School Improvement Team (SIT) as authorized under NCLB. The SIT shall use the Michigan Content Area Portfolio Guidelines as listed on Attachment 1. The teacher shall complete the Portfolio Process Rubric, Attachment 2, and submit the completed form and the portfolio of supporting documentation to the SIT. If the SIT fails to indicate that competency has been demonstrated by the portfolio in all four categories listed on Attachment 2, the SIT will indicate how the portfolio must be improved in order to demonstrate competency in all four categories. A teacher may resubmit his/her revised portfolio until competency is demonstrated in all four categories.

A teacher in receipt of a completed Attachment 2, indicating that the submitted portfolio of supporting documentation demonstrates competency in all four categories, shall be deemed highly qualified under NCLB for the subject area assessed by the portfolio. The teacher shall submit an original of the Highly Qualified Teacher Report, the original of the Portfolio Process Rubric, the original of the signed Portfolio Assessment Report, and a copy of the portfolio of supporting documentation to the Superintendent.

As required by the Michigan Department of Education (MDE), the employer shall notify the MDE by a letter addressed to Dr. Frank Ciloski, Acting Supervisor of the Client Services Unit at the MDE, that the district is using the MDE Portfolio Guidelines as its assessment of highly qualified status.

The School Improvement Team shall be composed of an equal number of administrators, appointed by the Superintendent, and teachers, appointed by the President of the Association.

In the event that the laws are repealed or amended so as not to require the concept of "highly qualified," this Letter of Understanding shall be voided.

FOR THE BOARD OF EDUCATION

FOR THE ASSOCIATION

Dr. James Avery, Superintendent

Richard Deneweth, President
MEA-NEA Local 1

Date

Date

Marcy Gerlach, President
MEA-NEA Local 1, New Haven

Date

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

**LETTER OF AGREEMENT
BETWEEN
THE NEW HAVEN COMMUNITY SCHOOLS BOARD OF EDUCATION
AND
MEA-NEA LOCAL 1, NEW HAVEN EDUCATION ASSOCIATION**

1. There will be no co-pays on premiums for Pak B for union members.
2. All co-pays on premiums will be deducted through the Section 125 of the IRS Tax Code.
3. Administration and the Union will meet when there is a developed budget after completing the previous year's audit and the first student count of year for the purpose to discuss possible changes to concessions.

The above letter of Agreement is limited to schedule A and Schedule B issues related to health care; and does not affect other agreements addressed in the contract.



For the Board of Education



For the Association

10/5/11

Date

10 - 5 - 11



Date

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

Letter of Agreement
Between New Haven Community Schools and
MEA/NEA Local 1, New Haven

Teacher evaluation procedures currently in place will be modified over the duration of this contract to include:

- Evaluations will be conducted annually
- The Evaluation will include five categories as described in **Appendix A** of this Letter of Agreement. The category assessing "student growth" will be weighted as not less than 25% of the evaluation as a whole.
- The "student growth" category of the teacher evaluation will be aligned with the Macomb Intermediate School District's "dashboard" as itemized in **Appendix B** of this Letter of Agreement.
- The evaluation ratings will include: Highly Effective, Effective, Minimally Effective, and Ineffective. Teachers will submit to the principal a "student growth" goal by September 15th each year to define their commitment to improve individual student growth. The percentage of students who master the content expectations will be used to determine the four teacher evaluation ratings.
- Teachers in schools identified as Persistently Low Achieving are eligible for additional compensation based on student growth and a highly effective rating. Compensation may range from ½ day off, in addition to days off in the contract, to \$2500 payment for National Board Certification.

	6/27/11
For New Haven	Date
	6-21-11
For NEA	Date
For New Haven	Date
For MEA/NEA Local 1	Date

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

Drafted August 3, 2011 for Local One and NH approval.

Appendix A

Teacher Evaluation Categories

Teacher Name: _____ Grade _____ Evaluator _____ Date _____

Category #1: Classroom Climate (15%)

- Creates a classroom environment that encourages learning
- Is sensitive to each student's needs and problems
- Is organized so students are productively engaged
- Classroom interactions among the teacher and students show mutual respect
- Students understand classroom routines and procedures

Category #2: Planning and Preparation (15%)

- Demonstrates knowledge of child development and uses that knowledge to guide the facilitation of student learning.
- Plans purposeful activities to meet the needs and abilities of all students
- Develops long range goals and organizes weekly and daily plans within this framework.
- Employs a variety of teaching tools and materials.

Category #3: Instruction (15%)

- Shows control by being consistent in policy, firm but fair and develops class morale
- Has ability to inspire students' enthusiasm for learning
- Makes students feel they are a valued participant
- Provides for individual instruction
- Uses a variety of teaching techniques

Category #4: Professional Responsibilities (20%)

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

Drafted August 3, 2011 for Local One and NH approval.

Meets professional obligations in an appropriate and timely manner

Maintains accurate and timely and meaningful records

Displays professional competence (grooming, language, behavior)

Understands and respects varying points of view

Reflects and strives to improve one's own practice related to content, pedagogy, and knowledge to impact student achievement.

Interacts and consults with parents regarding students' performance and needs

Presents a positive image of the educational program

Maintains positive and productive relationships with colleagues

Shows respect for administrators and is willing to listen to feedback

Category #5: Student growth (35%) 25

This shall be completed by the teacher and submitted to the principal by September 15th of every school year.

Goal for student growth academically and for career dispositions based on student evidence of proof of mastery reflecting the School Improvement / NCA goals):

Student Growth Measurement (see Appendix B for the list of measurement possibilities)

Data:

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

Macomb County
Dashboards

Student Growth Measurements

Elementary (Grades K-5/6)

- MEAP Scale Scores (Grades 2-5/6)
- MLPP (Grades K-3)
- DIBELS (Grades K-3)
- Common Assessment/Content Area (Grades K-5/6)
- Standardized Test Results (Grades K-5/6)
- Student Performance Project Based (Grades K-5/6)
- Special Education: IEP Goals MI-Access Brigance Inventory Woodcock Johnson
- Other

Secondary (Grades 6/7-8/9)

- MEAP Scale Scores (Grades 6 & 7)
- Department Common Assessments (Pre & Post) (Grades 6/7-8/9)
- # of Students Pass/Fail Rate (Grades 6/7-8/9)
- Standardized Test Results (NWEA; Iowa) (Grades 6/7-8/9)
- Student Performance Project Based (Grades K-6/7-8/9)
- Explore/Plan (Grades 8/9/10)
- Special Education: IEP Goals MI-Access Brigance Inventory Woodcock Johnson
- Other

Secondary (Grades 9/10-12)

- MME Scale Scores (Grades 9/10-11)
- Department Common Assessments (Pre & Post) (Grades 9/10-12)
- # of Students - Credit Earned (Grades 9/10-12)
- AP Test Scores (Grades 10-12)
- Graduation Rates (Grades 9/10-12)
- ACT Work Keys (Grades 9/10-11)
- Student Performance Project Based (Grades 9/10-12)
- Explore/Plan (Grades 9/10)
- Special Education: IEP Goals MI-Access Brigance Inventory Woodcock Johnson
- Other

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

TA
MAY
6/22/11
6/22/11

✓

Letter of Agreement
Between New Haven Community Schools and
MEA/NEA Local 1, New Haven

It is understood and agreed by the parties that basing any part of a salary increase on satisfactory evaluation and possible removal, consistent with applicable laws as referenced in the MISA/MEA/AFT "Teacher Evaluation Parameters to Comply with the Michigan Tenure Teacher Act and MCL 380.1249" (copy attached), as well as the contractual modifications/clarification referred to below, are agreed to because of the current status of New Haven High School being a "priority school" and therefore working on a "transformational" plan under MCL 380.1280C8 to be submitted to the State of Michigan Department of Education and the federal government for a School Improvement Plan to fund the supplemental actions proposed to be added to the existing High School program directed at increasing student achievement in the New Haven High School taken as whole so as to allow it to achieve levels of student growth that remove the "priority school" designation within the period of the plan. The parties recognize that this is in the best interests of the Board and the teachers while this plan remains in effect, and New Haven High School has "priority school" designation/is in the bottom 5% of public schools. This agreement shall be non-precedent setting.

The parties also understand that while the school is subject to MCL 380.1280C8 and the transformational intervention model is being implemented:

- (a) That any contractual seniority that would otherwise be applicable shall not apply at the High School while it remains on the "priority school" list/in bottom 5% of public schools for the purpose of teacher assignment to or within the High School. This subdivision does not allow unilateral changes in pay scaled or benefits.
- (b) That there are no contractual or other work rules that are impediments to implementing the redesign plan as presented as compensation for job accomplishments/extra work/added time/duties and/or achievement of goals and/or financial/flexible working conditions designed to recruit or retain staff to meet the needs of students in a transformational school have been or will be bargained jointly consistent with MCL 380.1250 upon the plan's approval by State/federal government consistent with the SIG application/plan. The parties agree that nothing in this agreement nor the law allow unilateral changes in pay scales or benefits, but that annual step increases for all professionals (teachers and administrators) at the High School will be subject to satisfactory evaluations done consistent with the mutually agreed process referred in the Letter of Agreement on Evaluations dated November 15, 2010, while the High School remains a "priority school" /is in bottom 5% of public schools. Compensation for any change in working conditions would have to be bargained.

[Signature] 6/22/11

For New Haven Date

[Signature] 6/22/11

For NHEA Date

For New Haven Date

For MEA/NEA Local 1 Date

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

Letter of Agreement

Between New haven Community Schools and

MEA/NEA Local 1, New Haven

The parties agree that the changes herein, except for the *revised evaluation process, criteria and instruments, BA+20 salary lane payment change are for the term of this agreement and that on August 30, 2014, absent mutual agreement otherwise, the terms hours, conditions, salary, and benefits that were established under the parties 2008-2011 agreement will be re-established.

*Prohibited subject of bargaining for teachers.

[Signature] 3/7/13
For New Haven /Date

[Signature] 3-7-13
For NHEA Date

For New Haven Date

For MEA/NEA Local 1 Date

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

Letter of Agreement

Between New Haven Community Schools and

MEA/NEA Local 1, New Haven

Unless changed by this contract, all other provisions of the 2013-2014 Master Agreement remain in effect.

Franki 3/7/13
For New Haven Date

Mary G. Gulach 3-7-13
For NHEA Date

For New Haven Date

For MEA/NEA Local 1 Date

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

TA
3-7-13
12:45
TA
3/7/13
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Letter Of Understanding

Definition of Arbitrary and Capricious

Arbitrary and capricious, as used in this agreement and board policies/administrative guidelines shall be based on a deliberate principled reasoning process.

To ensure that an administrative decision is not arbitrary and capricious, such decisions will be determined based on the following factors:

- The quality and quantity of evidence derived from the investigation
- The seriousness of the offense or misconduct
- The teacher's prior record
- The treatment of similarly situated teachers
- The existence of aggravating or mitigating factors

F. Cole 3/7/13 Mary J. Gulach 3/7/13

On behalf of New Haven Board of Education On behalf of the New Haven Education Association

William Chapman 3-25-13

Paulo Herbert 3-22-13
MEA-NEA LOCAL 2

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

Letter of Agreement
Between New Haven Community Schools and
MEA/NEA Local 1, New Haven

Fund balance will be defined as the total of the audited general fund balance, the capital projects fund, the insurance stabilization fund, federal funds, state funds, and all transfers out of the general fund after the 2010/11 fiscal year.

If there is revenue in excess of expenditures which results in a fund balance, as per the annual independent audit, then 75% will be used as a cash bonus, with a separate check issued in December to bargaining unit members, or to reduce furlough days, at the discretion of Association, ending with the 2013-2014 audit.

R. Baker 6/22/11

For New Haven Date

Marcy J. Lulach 6/22/11

For NHEA Date

For New Haven Date

For MEA/NEA Local 1 Date

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

Letter of Agreement
Between New Haven Community Schools and
MEA/NEA Local 1, New Haven

Recognizing that the district is facing continuing financial challenges because of State School Aid cuts, the parties agree that if an Emergency Financial manager is appointed by the Michigan Department of Education for the District during the term of this contract, that they will meet to review what, if any, mutually agreeable changes in the wages, hours, terms, and conditions of employment that are provided for herein are appropriate and necessary.

F. A. ... 6/22/11
For New Haven Date

Mary J. ... 6/22/11
For NHEA Date

For New Haven Date

For MEA/NEA Local 1 Date

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.


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3-7-13
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TA
3/7/13
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Letter of Understanding

Public Act 103 of 2011

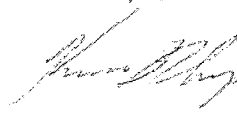
Effective September 1, 2014


- 1) Public Act 103 of 2011 made specific items related to layoff and recall, discipline, assignment, evaluation, and merit pay prohibited subjects of bargaining for certificated bargaining unit members in positions requiring certification and whose employment is regulated by the Michigan Tenure Act, being 1937 (Ex Sess) PA a, MCL 38.71 to 38-191.
- 2) There are members of the Association who are not in positions requiring certification and whose employment is not governed by the Teacher Tenure Act.
- 3) Public Act 103 of 2011 did not limit the ability of those members who are in positions not requiring certification and whose employment is not governed by the Teacher Tenure Act to bargain the items listed in Public Act 103 as prohibited subjects of bargaining.
- 4) The parties agree that the attached provisions shall be incorporated in the 2013-2017 collective bargaining agreement between the parties as an appendix.
- 5) If in the event Public Act 103 is repealed or amended or declared illegal, unconstitutional or unenforceable for any reason, the provisions of the parties agreement that are now inapplicable to those placed in positions requiring certification will again become applicable to such bargaining unit members.



On behalf of the New Haven Board of Education

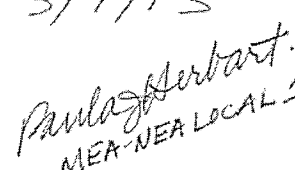
Date 3/7/13

 3-25-13



On behalf of the New Haven Education Association, MEA/NEA Local 1

Date 3/7/13

 3-22-13
MEA-NEA LOCAL 1

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

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LETTER OF AGREEMENT

Between New Haven Area Schools and

MEA/NEA, Local 1, New Haven Education Association

These parties agree that upon ratification, this Letter of Agreement is in effect until August 31, 2023.

ARTICLE 3 – RECOGNITION, DEFINITIONS, DUES CHECK OFF, AGENCY SHOP

ARTICLE 3: MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- A. All teachers in the bargaining unit, as a condition of continued employment shall on the sixtieth (60th) day following the beginning of the school year, beginning of their employment or the execution of this Master Agreement, whichever is later:
1. Become members of the Association, or
 2. Pay a service fee, which is equivalent to the amount of dues, including New Haven Education Association, Local 1 MEA and NEA dues) uniformly required of members of the Association.

This requirement is a term and condition of employment and is incorporated in and is to be deemed a part of every contract of hire covering members of this bargaining unit.

- B. If a member of the bargaining unit is not a member in good standing of the Association, or has failed or refused to pay the service fee provided for above, the Association shall promptly so advise the Board and the defaulting employee in writing. Within thirty (30) days of receipt of such notification, the Board shall notify the defaulting employee that his/her employment will be terminated at the end of that school year, unless the default is cured or the employee pays the service fee into an escrow account as provided below, within such thirty (30) day period.

Termination of any employee under this section shall relieve the employee from any obligation to pay service fees theretofore due and owing.

- C. Any person paying a service fee pursuant to Section A of this article may file written objections to the expenditure by the Association (including the MEA or NEA) of funds collected from him or her, but challenge to such expenditures shall not relieve such person of the obligation of paying said service fee. Objections shall be filed in duplicate with the President of the Association, no later than fifteen (15) days from the payment of the fee.

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

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Any such objections or complaints shall not be subject to the grievance procedure provided for in Article II of this Agreement, but shall be processed pursuant to the internal review procedure established by the Michigan Education Association for all affiliated organizations pursuant to Abood v Detroit Federation of Teachers, 431 - US 209, 240 (1977). That procedure is set forth in the Policy Regarding Objections to Political-Ideological Expenditures, adopted June, 1978. The Association shall make copies of such policy and any amendments thereto, available upon request.

In the event an employee's objections to the payment of the service fee are not resolved by the end of a school year, and the dispute is pending before the Michigan Education Association Committee established to determine it, or any other forum of competent jurisdiction, then the employee shall not be terminated in accordance with this article. Provided, however, the employee has previously paid the service fee into an escrow account established under the procedures of the MEA (Regarding Objections to Political-Ideological Expenditures). As long as the employee continues to pay this service fee into the aforementioned escrow account, the teacher's employment shall not be terminated until the teacher has ceased to pursue the legal remedies available.

D. The Association (including the MEA and NEA) agrees, upon request, to defend the Board of Education and its officers, agents, or employees in any suit brought against all or any of them regarding this article of the Master Agreement, and to indemnify the Board, its officers, agents, or employees and save them harmless from any and all claims, demands, awards, fees, costs, suits, lost wages or damages which may be imposed or assessed against all or any of them regarding this article of the Master Agreement, provided, however, that:

1. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with the Board.
2. If the Board, its officers, agents or employees elect/s to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with the Board, does represent the Board, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.

-
3. The Association, in defense of any such suit, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this article, or in the alternative to indemnify the Board of Education as provided above.
-

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

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- 4. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the Board, its officers, employees or agents under this section, after consultation with the Board.

For purposes of construing this article, the parties agree that the school district, the Board, its officers, agents or employees, be protected from any monetary loss as a result of the district enforcing the payment and collection of the service fee.

- E. The parties agree that, to the fullest extent permitted by law, the remedies set forth in such policy shall be exclusive and that unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by or among any party or person concerning the application and interpretation of this Article shall be subject to arbitration, administrative or judicial adjudication.
- F. The Board, pursuant to Public Act 390 of 1978 agrees to make deductions from the wages of each member of the bargaining unit for Association dues or service fees. The deduction of membership dues and assessments or service fees shall be scheduled with the payroll office by each teacher for ten (10) months beginning in September and ending in June each year.

Monies payable to the Association shall be remitted no later than ten (10) days following the deduction, accompanied by a list of teachers from whom the deductions have been made.

-
- G. Teachers may sign and deliver to the Board an authorization for voluntary deductions such as annuities, Teachers' Credit Union and insurance within thirty (30) days of the beginning of their employment.

- 1. Annuities and Teachers' Credit Union shall be deducted each pay and remitted to the appropriate company.
- 2. Insurance shall be deducted the second (2nd) pay of every month and remitted to the company designated by the parties.

~~3. MEA-PAC/NEA-PAC Contributions will be deducted in accordance with Section F of this Article.~~

F. White

For the City of New Haven School District

Date: 3/7/13

Marcy G. Sulach

For MEA/NEA Local 1, New Haven

Date: 3/7/13

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

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3/7/13
2096

Letter of Agreement
Between New Haven Community Schools and
MEA/NEA Local 1, New Haven
Unpaid furlough day elimination

Updated
3-7-13

New Haven Community Schools agrees to eliminate unpaid furlough days based on the following formula. In each case, the total FTE for each year must be reached before the furlough days are eliminated.

For the 2013-2014 school year:

Starting with a base audited fall blended student count of 1344 FTE, administration agrees to eliminate two unpaid furlough days if an additional 31 student FTE are counted for the fall 2013 student membership.

Base FTE – fall 2012	=	1344
1% (two furlough days)	=	+ 10 FTE
½ of \$300,000 deficit	=	+ 21 FTE
Total	=	1375 FTE

For the 2014-2015 school year:

Given an audited student fall blended membership count of 1375 FTE, administration will eliminate another two unpaid furlough days based on the fall 2014 student membership count.

Base FTE – fall 2013	=	1375
1% (two furlough days)	=	+ 10 FTE
½ of \$300,000 deficit	=	+ 19 FTE
Total	=	1404 FTE

For the 2015-2016 school year:

Given an audited student fall blended membership count of 1404 FTE, administration will eliminate the final two unpaid furlough days based on the fall 2015 student membership count.

Base FTE – fall 2014	=	1404
1% (two furlough days)	=	+ 10 FTE
Deficit eliminated June 2014	=	+ 0 FTE
Total	=	1414 FTE

For the 2015-16 school years, audited student membership must stay above 1414 FTE. Should the way student FTE membership is counted change by state law or regulation, both parties will meet to review this letter.

If FTE target numbers are not reached in any year, unpaid furlough days will not be eliminated. If FTE target numbers reach a status where part or a furlough may be eliminated, the association and administration will meet to discuss and determine a course of action.

Frank 3/7/13
For New Haven Date

Marcy Hulobch 3/7/13
For NHEA Date

For New Haven Date

For MEA/NEA Local 1 Date

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

Updated
3-7-13

TA
3/7/13
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TA
3/7/13
11/7/13

Letter of Agreement

Between New Haven Community Schools and
MEA/NEA Local 1, New Haven

Fund balance will be defined as the total of the audited general fund balance.

If there is revenue in excess of expenditures which results in a fund balance eliminating summer loans for payroll and operations, as per the annual independent audit, then 75% will be used as a cash bonus, with a separate check issued off-schedule in December to bargaining unit members, or to reduce furlough days, at the discretion of Association, ending with the 2016-17 audit.

[Signature] 3/7/13

For New Haven Date

Marcy [Signature] 3/7/13

For NHEA Date

For New Haven Date

For MEA/NEA Local 1 Date

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

Letter of Agreement
Between New Haven Community Schools and
MEA/NEA Local 1, New Haven

Updated
4-22-13

School Calendars

Calendars for the schools years 2014-15 and 2015-16 were developed by a committee of NHEA and administration. Administration notes that dates for ACT/MME testing may change based on placement of the test by the Michigan Department of Education. Administration also reserves the right to changes dates, not number of teaching or PD days, based on needs of the district that may occur. Those changes will be made with mutual consent by NHEA and administration.


For New Haven Date 4/22/13


For NHEA Date 4-22-13

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

NEW HAVEN COMMUNITY SCHOOLS 2014-2015 TEACHER CALENDAR

Updated April 22, 2013

Furlough - 6 days
 PD - 5 days

Mon-Tue	Aug 25-26	Furlough Days (2.0)
Monday	August 25	New Teacher Orientation – 10:00 a.m. at Administration
Wednesday	August 27	½ Day - Professional Development (0.5) ½ Day – Teacher work time
Thursday	August 28	Full Day - Professional Development (1.5)
To Be Determined –	Sept/Oct	Open House/Curriculum Night all levels Date may differ by level/building. Required for all teachers.
Tuesday	Sept 2	School opens – full day for all students and teachers
Tuesday	Oct 7	Full day PD (2.5)
Wednesday	TBD	High School - ½ day for students in a.m. Afternoon and evening Parent/Teacher Conferences Full day for elementary and middle school.
Thursday	TBD	Middle School - ½ day for students in a.m. Afternoon and evening Parent/Teacher Conferences Full day for elementary and high school.
Friday	Oct 10	Full day of school
Friday	Oct 31	End of marking period. ½ day for students. ½ day PD. (3.0)
Tuesday	Nov 4	Professional Development Day – All Teachers (4.0)
Monday	Nov 24	Elementary - ½ day for students in a.m. Afternoon and evening Parent/Teacher Conferences Full day for middle school and high school
Tuesday	Nov 25	Elementary - ½ day for students in a.m. Afternoon Parent/Teacher Conferences Full day for middle school and high school
Wednesday	Nov. 26	Furlough day for teachers (3.0)
Thur-Fri	Nov 27-28	Thanksgiving Recess - School closed for all students and teachers
Monday	Dec 1	School reopens - Full day for all students and teachers
Friday	Dec 19	Winter Recess begins at the end of day for all students and teachers
Monday	Jan 5	School reopens - Full day for all students and teachers
Tue-Thur	Jan 13-15	High School exam days ½ day for students at all levels January 13 – Furlough day in p.m. (3.5) January 14-15 – records day in afternoon

2014-15 School Year

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

Friday	Jan 16	PD Day (5.0) & End of First Semester – No Students
Monday	Jan 19	Martin Luther King Jr.'s Birthday Observance School closed for all students Furlough Day (4.5)
Fri-Tue	Feb 13-17	School Closed for all students – Mid-Winter Break
Wednesday	February 18	School reopens - Full day for all students and teachers
Tuesday	March 3	High School MME Testing Full day for all students.
Wednesday	March 4	High School MME Testing Full day for all high school and elementary students. Middle School conferences in afternoon and evening ½ day for middle school students
Thursday	March 5	High School MME Testing – Full day for all middle school and elementary students. High School conferences in afternoon and evening ½ day for high school students
Thursday	March 12	Full day for all middle school and high school students. Elementary conferences in afternoon and evening ½ day for elementary school students
Thursday	April 2	Spring Recess begins at the end of day for all students and teachers
Friday	April 3	Furlough day (5.5)
Monday	April 13	School reopens – Full day for all students and teachers
Friday	May 22	½ day for all students in a.m. ½ day furlough in p.m. for teachers (6.0)
Sat - Mon	May 23-25	Memorial Day Recess - School closed for all students and teachers
Tuesday	May 26	School reopens - Full day for all students and teachers
Tue-Thur	June 2-4	Final exams for High School students. One-half day for all students June 2 – teacher records in afternoon June 3 – ½ day PD (5.5) June 4 – teacher records in afternoon
Thursday	June 4	Last day of school for students
Friday	June 5	Last day for teachers.

TEACHERS – 177 DAYS

STUDENTS – 171 DAYS

NOTE: Parent-teacher conferences, marking period dates, etc. are subject to change to meet district needs and changes in state requirements.

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

NEW HAVEN COMMUNITY SCHOOLS 2015-2016 TEACHER CALENDAR

Updated April 22, 2013

Furlough - 6 days
 [shaded] - 5 days

Mon-Tue	Aug 24-25	Furlough Days (2.0)
Monday	August 24	New Teacher Orientation – 10:00 a.m. at Administration
Wednesday	August 26	½ Day - Professional Development (0.5) ½ Day – Teacher work time
Thursday	August 27	Full Day - Professional Development (1.5)
To Be Determined –	Sept/Oct	Open House/Curriculum Night all levels Date may differ by level/building. Required for all teachers.
Tuesday	Sept 1	School opens – full day for all students and teachers
Tuesday	Oct 6	Full day PD (2.5)
Wednesday	TBD	High School - ½ day for students in a.m. Afternoon and evening Parent/Teacher Conferences Full day for elementary and middle school.
Thursday	TBD	Middle School - ½ day for students in a.m. Afternoon and evening Parent/Teacher Conferences Full day for elementary and high school.
Friday	Oct 9	Full day of school
Friday	Oct 30	End of marking period. ½ day for students. ½ day PD. (3.0)
Tuesday	Nov 3	Professional Development Day – All Teachers (4.0)
Monday	Nov 23	Elementary - ½ day for students in a.m. Afternoon and evening Parent/Teacher Conferences Full day for middle school and high school
Tuesday	Nov 24	Elementary - ½ day for students in a.m. Afternoon Parent/Teacher Conferences Full day for middle school and high school
Wednesday	Nov. 25	Furlough day for teachers (3.0)
Thur-Fri	Nov 26-27	Thanksgiving Recess - School closed for all students and teachers
Monday	Nov 30	School reopens - Full day for all students and teachers
Friday	Dec 18	Winter Recess begins at the end of day for all students and teachers
Monday	Jan 4	School reopens - Full day for all students and teachers
Tue-Thur	Jan 12-14	High School exam days ½ day for students at all levels January 12 – Furlough day in p.m. (3.5) January 13-14 – records day in afternoon

2015-16 School Year

Items shaded in gray indicate prohibited subjects of bargaining for teachers, but may be allowed for other members of the bargaining unit.

Friday	Jan 15	PD Day (5.0) & End of First Semester – No Students
Monday	Jan 18	Martin Luther King Jr.'s Birthday Observance School closed for all students Furlough Day (4.5)
Fri-Tue	Feb 12-16	School Closed for all students – Mid-Winter Break
Wednesday	February 17	School reopens - Full day for all students and teachers
Tuesday	March 1	High School MME Testing Full day for all students.
Wednesday	March 2	High School MME Testing Full day for all high school and elementary students. Middle School conferences in afternoon and evening ½ day for middle school students
Thursday	March 3	High School MME Testing – Full day for all middle school and elementary students. High School conferences in afternoon and evening ½ day for high school students
Thursday	March 10	Full day for all middle school and high school students. Elementary conferences in afternoon and evening ½ day for elementary school students
Friday	March 25	Furlough day (5.5)
Friday	April 1	Spring Recess begins at the end of day for all students and teachers
Monday	April 11	School reopens – Full day for all students and teachers
Friday	May 20	½ day for all students in a.m. ½ day furlough in p.m. for teachers (6.0)
Sat - Mon	May 28-30	Memorial Day Recess - School closed for all students and teachers
Tuesday	May 31	School reopens - Full day for all students and teachers
Tue-Thur	May 31- June 2	Final exams for High School students. One-half day for all students May 31 – teacher records in afternoon June 1 – ½ day PD (5.5) June 2 – teacher records in afternoon
Thursday	June 2	Last day of school for students
Friday	June 3	Last day for teachers.

TEACHERS – 177 DAYS
STUDENTS – 171 DAYS

NOTE: Parent-teacher conferences, marking period dates, etc. are subject to change to meet district needs and changes in state requirements.

