



**Our personal best. Every day. No exceptions. No excuses.**

2017-2020

TEACHERS' MASTER AGREEMENT  
NEW HAVEN COMMUNITY SCHOOLS

**NEW HAVEN COMMUNITY SCHOOLS  
2017-2020 TEACHERS' MASTER AGREEMENT  
TABLE OF CONTENTS**

<u>Article</u>	<u>Title</u>	<u>Page</u>
	Agreement	1
1	Recognition	1
2	Grievance Procedure	1
3	Association and Teacher Rights	5
4	Board of Education Rights	9
5	<u>Teaching Conditions</u>	
	Class Size	9
	Time of the School Day	11
	Conferences and Faculty Meetings	12
	Recess Duty	12
	Preparation Periods	13
	Duty Free Lunch	13
	Emergency Closings	13
	Duty Assignments	13
	Special Education Progress Reports	14
6	<u>Paid Leaves of Absences</u>	
	Bereavement	15
	Court Appearances	15
	Jury Duty	15
	Sick Leave	15
	Personal Day	16
	Sick Bank	16
	Attendance Incentive - Bonus Days	16
	Compensatory Days	17
7	<u>Unpaid Leaves</u>	
	Health Leave	17
	Child Care Leave	18
	Public Office Leave	19
	Personal Leave	19
	Military Leave	20
8	<u>Vacancies and Assignments</u>	
	Hiring	20
	Administrative Vacancies	21
	Extra-Curricular Positions	21
	Assignments	21
	Part-Time Teachers	21
	Shared Assignment	21
	Transfers	22
	Bargaining Unit Work	22
	Personnel File	22
9	<u>Teacher Protection and Student Discipline</u>	
	Student Code of Conduct and Board Policy	23
	Verbal of Physical Assault	23
	Legal Complaint against a Teacher	24

	Damage to Personal Property	24
10	<u>Third Party Medical Decisions</u>	25
11	<u>Fringe Benefits</u>	
	Insurance Benefits	25
	Workers' Compensation	26
	Retirement Benefits	27
	Terminal Pay Benefits	27
	Part Time Benefits	27
	Tax Deferred Annuity	28
12	<u>Staff Reductions</u>	
	Seniority	29
13	<u>Miscellaneous Provisions</u>	
	Work Stoppage – Lock-Out	31
	Absence Reporting	31
	Association Representation	32
	Pay Plans	32
	Special Contract Conference	33
	District Curriculum Committee	33
	New Teacher Mentors	33
14	<u>Calendar</u>	
	Length	35
	Days and Hours of Instruction	35
	Parent-Teacher Conferences	36
	Records Days	36
	School Calendars	37
15	<u>Salary Agreement - Salary Schedule</u>	
	Salary Schedules	43
	Longevity	45
	Adjustments for Advanced Degrees	45
	Compensation for Additional Periods	46
	Compensation for Less Than Full Time	46
16	<u>Compensation – Special Assignment</u>	47
17	<u>Communicable Disease</u>	51
18	<u>Emergency Manager</u>	51
19	<u>Annexation, Consolidation, Reorganization</u>	52
20	<u>Duration of Agreement</u>	52
	<u>Appendix A – Life Insurance</u>	53
	<u>Appendix B – Subjects Relating to Non-Certificated Individuals</u>	55

## **AGREEMENT**

This Agreement entered into this 1st day of June, 2017 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 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 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) 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 Arbitrators 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.

- (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: 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 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 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.

The President of the New Haven Education Association will be granted a maximum of fourteen (14) association days during the school year for the purpose of transacting union business. These days will not accumulate.

The New Haven Education Association will be billed the prorated per diem retirement costs fees for any days utilized under the provisions of this article.

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.
10. The Board agrees to furnish to the Association a monthly report containing all human resource changes including but not limited to new hires, resignations, and retirements from any position contained in the collective bargaining agreement.

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.
2. The Board of Education appreciates the concern of the teachers in matters of curriculum improvements and will abide by Article 4, 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 three dollars (\$23.00) 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, Teacher committee members will be chosen by the teachers in each building. Recommendations made by any school improvement committee which might impact any part of the Master Agreement must be resolved as per Article 13, Section K.
8. Any complaint made against a teacher by a parent, student, or other person which is considered serious by an administrator will be promptly called to the attention of the teacher with the complainant identified.

9. Teachers shall, at all times, be notified in advance and be entitled to have a representative of the ASSOCIATION present when they are being formally reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for representation is made, no action shall be taken with respect to the teacher until such representation of the ASSOCIATION be present. All reprimands shall be conducted in a professional manner. All information forming the basis for disciplinary action will be made available to the teacher and the Association.
10. 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.
11. 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 President will meet to discuss the matter.
12. 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.
13. Teachers who work on curriculum projects during the summer will receive a daily rate of \$100.00 for five (5) hours or \$20 per hour.
14. Any positions, duties, work outside the contractual school day/year, not contained in the collective bargaining agreement shall be mutually agreed upon by both parties in terms of nature of the obligation, duties and rate of pay.

## **ARTICLE 4: 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, 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 5: 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>
Y5	18	22
K-1	28	32
2-3	30	34
4-5	30	35
Grades 6-8	32	35
Senior High, Grades 9-12	32	35
Physical Education: Grades 6-12 limit		45

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.

CTE	25	27
-----	----	----

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).

Independent and directed study students shall count toward caseload/class size limits.

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 Superintendent and Association President 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.
  - e. If a K-1 class has 30-32 students and the class is not split into classes, then a School Aide will be provided for the instructional portion of the day.
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.

#### 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. For a seven hour day, teachers shall report seven (7) minutes before and stay eight (8) minutes after school, except on days when conferences or meetings are scheduled
3. Bus duty assignments shall be on an equal rotational schedule utilizing all available building teachers. Teachers with alternative bus schedules whose assignments in this area go beyond the regular commitment will be exempt from this rotation (i.e. kindergarten, preschool, and other self-contained special education classrooms). In the event that buses are late, only two (2) teachers may be retained for bus supervision, on a voluntary basis, for a time not exceeding thirty (30) minutes after the teacher's regular daily assignment except in cases such as tornado, flood, or other life threatening emergency.

4. Compensatory time will be given to any teacher who is retained for and completes any time beyond the contractual day in support of bus duty. 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 at a rate of \$23 an hour. No compensatory day may be carried over to the next school year, and cannot be used for more than two (2) consecutive workdays.
5. No outside duties will be scheduled at the beginning of the school day or at dismissal times other than those listed in the collective bargaining agreement.

C. Conferences and Faculty Meetings

1. Teachers will be required to remain or arrive early for sixty (60) minutes of faculty meeting time monthly. Meetings will not be scheduled with less than a five (5) day notification. The school administration will publish the dates for staff meetings for the year by the beginning of the 4th week of school.

Teachers taking graduate level classes will be excused, if necessary, to accommodate travel and class start times. Proof of registration may be required by the Building Principal.

Two (2) hours per semester may be used to conduct in-service workshops. These meetings will not be scheduled with less than a five (5) day notification.

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/certified teachers in the areas of art, music, physical education, and enrichment shall be relieved of their regular classroom duties.
- E. Recess duty will be assigned to all Elementary teachers, on an equal rotating basis, ensuring that the proper supervision is available at all times. This schedule will be 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 for teachers when they are not supervising their scheduled recess.

Proper supervision shall be defined as:

- a. There shall be no more than four (4) classes, per playground, at recess at one time
- b. Recess shall be 25 minutes. Recess may be longer than 25 minutes with approval from administration.
- c. There shall be no more than one (1) recess per day in addition to lunch recess
- d. There shall be one supervisor for every 50 students unless principal approves an amount over 50 students

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 with no less than 225 minutes of prep per week for a 5 day week. Preparation time will be prorated for weeks with less than 5 days. This preparation time during the student's school day shall be provided by the instruction of elementary teaching specialists/certified teachers and during student recess when the K-5 teacher is not assigned to supervise. 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 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 the media outlets and utilize the district's mass communication system 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-

- J. 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. Middle School teachers may be assigned to help supervise the breakfast program for 5 minutes of their preparation period



K. 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.

L. 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.

M. At the secondary level, special Education progress reports, unless mandated otherwise by State or Federal law, shall be reported out once per semester or once per trimester should the school calendar change. Based on individual student progress, and their annual renewal date, each student will receive one IEP progress report per semester.

N. The District and Association agree to form a committee to review the required assessments used with special education students. The Association president will choose Association representatives from each level.

## **ARTICLE 6: 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. Bereavement: Without loss of pay, employees shall be granted time necessary, not to exceed (5) days, for a death in the immediate family. Immediate family shall be defined as spouse, children, father, mother, father-in-law, or mother-in-law. Three (3) days shall be allowed for the death of the remaining family members (sibling of either spouse, grandmother or grandfather of either spouse, grandchildren, and/or any other person acceptable as an exemption on the employee's income tax or any person who makes his/her home with the employee). Use of bereavement days will not be charged to sick or personal leave. One (1) day shall be granted for funerals of others than those persons defined above and will be charged to sick leave.

Any days in excess of the foregoing will be deducted from personal time allotted. If all personal time has been used, then the deduction shall come from sick days. Leave days may be non-consecutive and must be used within a ten (10) day period following the death unless there are extenuating circumstances. These leave days will be the non-weekend days following the death. If any part of this leave occurs during a non-paid break such as summer, those leave days will be non-paid.

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.

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 10.
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 Day Policy

1. At the beginning of the school year, all full-time teachers, regularly employed by the Board of Education, shall be granted four (4) personal days
2. These days may not be taken immediately preceding or following a holiday or school recess unless approved by the superintendent or designee. The teacher shall state reasons for the use of such days if immediately preceding or following a holiday. These days shall not be used as an extension for a vacation unless approved by the superintendent or designee.
3. This policy provides that, at the end of the school year, unused personal 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 day policy, disciplinary action may be taken.

D. 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.

E. Attendance Incentive – Bonus Days

A teacher who used one or fewer sick leave days, during the school year will be entitled to two (2) incentive days with the intent that they will be used during the subsequent school year without restrictions.

A teacher who used only two sick leave days during the school year will be entitled to one (1) incentive day with the intent that it will be used during the subsequent school year without restrictions.

Up to four (4) days may be banked to be used, at times other than the following school year, at the employee's request, subject to the restrictions (1) and (2) listed below. Up to four (4) days may be used consecutively

1. An incentive day may be used without specificity by any teachers in a regularly assigned position. Application must be made at least three (3) days prior to the day of leave except in cases of emergency.

2. Not more than eight (8) teachers will be excused under this section on any given day district-wide and not more than fifteen (15) percent of any building on any day. Priority will be established by date of receipt of request by the Superintendent or Designee

F. 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 and Article 5,B,4. No compensatory day may be carried over to the next school year, and cannot be used for more than two (2) consecutive workdays.

## **ARTICLE 7: 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 two (2) years.

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 the employee to fulfill his/her duties.

6. Teachers returning from a leave of absence shall be reinstated a 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 at the start of the next school year. Written notice of intent to return must be filed on or before October 15 preceding the teacher's anticipated return at the start of second semester.
7. If the Board requires a second opinion, refer to Article 10.
8. Teachers shall only return from leave at the start of a semester. Upon approval, a teacher whose projected leave time is abandoned due to serious changes in his/her economic or personal status shall be granted the next available teaching position or will be placed in a position currently held by a temporary employee. If neither of the above positions are available, the teacher will be granted permanent substitute status. The employee will be compensated at the rate of \$100.00 daily with full health, vision, and dental benefits. The employee will accrue seniority and receive prorated sick and personal leave days.

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 a 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 at the start of the next school year. Written notice of intent to return must be filed on or before October 15 preceding the teacher's anticipated return at the start of second semester.

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.
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 a 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 at the start of the next school year. Written notice of intent to return must be filed on or before October 15 preceding the teacher's anticipated return at the start of second semester.

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.
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. Unpaid short term leaves not to exceed five (5) school days shall be granted for the purpose of personal leave including vacations. Such leaves shall not be granted to an employee more than once every 5 years.

G. 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 8: 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.
4. The Board recognizes the advantage of having certified and highly qualified teachers fill teaching vacancies that occur in the district. The Board further agrees to give consideration to all applicants.
5. 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.

B. Administrative Vacancies

1. The district will send electronic notification of all administrative vacancies in support of association members who desire to be considered for such vacancies.
2. The district will provide an opportunity for all internal candidates to express interest in any vacancy. Internal candidates must notify the Superintendent within five (5) workdays of receiving the notification of vacancy of their interest in the position.
3. The Board retains the sole discretion to fill administrative positions from within or outside the district.

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 given written notification of reasonable assurance of employment on their pay stub the first pay period of June.

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 11. Part-time teachers requesting a full-time assignment for the next school year must do so in writing to the superintendent by March 1<sup>st</sup>. Part-time teachers will receive pro-rated credit on the seniority list to the proportion of a full-time assignment.

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 1<sup>st</sup> each year for the following school year. Denial of such requests will not be subject to the grievance procedure.



## G. Transfers

1. Transfers shall be defined as a change in work location or change between elementary, middle school or high school levels.
  - 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.

A response indicating whether the request for transfer has been approved or denied will be returned to the teacher involved as soon as possible.

During the placement process, voluntary transfers can be approved at any time by the superintendent.

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

## 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.
4. If a student requires homebound services, those services must first be offered to bargaining unit members.

I. 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.

J. 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.

- K. 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 9: 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. Reasonable support and assistance shall be defined by compliance with the student code of conduct and BOARD policy
- 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 verbal or physical assault upon a teacher by a pupil, parent, or other party during the school day or any school sponsored activity shall be promptly reported to the building principal and when applicable, to a local law enforcement agency. 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.

The BOARD will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. If a student is involved, said student shall be removed from the teacher's class pending investigation and determination of a result or remedy by the BOARD. If a parent or other party is involved, the BOARD will take all reasonable steps to ensure the safety and security of staff members. Disciplinary measures taken will be consistent with the student code of conduct, Board policy, and/or applicable state or federal statutes.

- 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. If a legal complaint is filed against a teacher as a result of disciplinary action taken by the teacher (whether complaint is in a court or administrative agency), the BOARD will provide legal counsel and assistance to the teacher subject only to the limitations in the applicable liability insurance policy held by the Board.
- F. If a teacher is placed on leave of absence pending an investigation of the actions of that teacher or is injured by a student, all days off will not be charged against the teacher's sick or leave days. Leave of absence for injury as described herein will only apply until worker's compensation applies.
- G. 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.

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

An employee, in the event of loss, damage or destruction of personal property in connection with any incident while in the line of duty which is not a result of negligence of the employee, will be compensated by an amount not to exceed the deductible limit of any personal insurance. The cost to the District will not exceed two hundred dollars (\$200.00) per claim. The claim will be filed with the Business Office setting forth the extent of loss or damage, as well as pertinent information regarding personal insurance coverage.

- H. 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 10: 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 11: FRINGE BENEFITS**

- A. Insurance Coverage

**Plan A: For employees needing health insurance**

**Employees may choose from the following three MESSA benefit plans**

MESSA ABC Plan 1

- Please refer to MESSA ABC Plan 1 description for benefit details

MESSA ABC Plan 1 with 20% co-insurance

- Please refer to MESSA ABC Plan 1 with co-insurance description for benefit details

MESSA ABC Plan 2 with 20% co-insurance

- Please refer to MESSA ABC Plan 2 with co-insurance description for benefit details

- The employer will fund the amount allowed under the hard cap. Employees will pay all premium costs over the hard cap amount.
- The employee may choose to have the district pre-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). The employee must pay this amount back to the District
- All co-pays of premiums will be deducted through the Section 125 of the IRS Tax Code

**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

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

There will be no co-pays on premiums for Plan B

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.

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 6, 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 the national health insurance program is changed 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 11.

- F. Current full time bargaining unit members, reduced to part time status, shall receive full coverage according to ACA regulations or for a 12 month period, whichever is longer. Teachers hired on a part-time basis shall be eligible for group rate insurance benefits at a cost pro-rated 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. In addition to Plan B benefits, these teachers will receive cash in lieu based on the number choosing Plan B at the end of open enrollment each year

\$3000 annually	16 or less members
\$4200 annually	17-18 members
\$5400 annually	19 or more members

Part time teachers will receive a pro-rated cash in lieu amount based on their percentage of employment.

- 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.
- I. Teachers may sign and deliver to the District 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 each pay of every month and be remitted to the company designated by the parties.
- J. 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.

## **ARTICLE 12: STAFF REDUCTIONS**

- A. The District shall submit to the Association budget assumptions, including projected enrollment figures for the following school year, by May 31 of the current school year. 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-
- B. 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 on 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 7, Section E), personal leave (Article 7, 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 hired. Examples: a .5 FTE will earn .5 years of seniority. A .75 FTE will earn .75 years of seniority.
- C. 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.
- D. The Association and Board agree that a teacher shall remain on the seniority 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 unless they have resigned or retired from the district.
- E. 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 13: 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.

- 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.
- H.
  - 1. 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.

#### 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.
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. Representation on the district curriculum committee will include at least one teacher from each building appointed by the Association president.

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).
  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 required 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 two hundred (\$200), (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 unless they were previously tenured in another district.
  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 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.
- 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 14: CALENDAR**

### A. Length

The Association and the Board agree to a calendar with 181 teacher days and 180 student days. 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 the media outlets and utilize the district's mass communication system-not later than one (1) hour prior to the time the first teachers are due to report for work. 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).

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. Days and Hours of Instruction

In compliance with the laws regarding calendar for schools and addressing the terms in Article 14 - 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.

- D. If rescheduling of parent-teacher conferences is necessary, the Superintendent and Association President will meet and discuss the rescheduling.
- E. Parent-Teacher evening conferences will be limited to one evening in the first semester and one evening in the second semester. At the elementary level, if any additional parent-teacher conferences are scheduled, these conferences will take place during the contractual school day. Such conferences will be scheduled by mutual agreement of the Board and the Association. The Board will provide compensatory time which will be scheduled by mutual agreement of the Board and the Association. If a parent(s) is unable to make it to conferences because there are no evening spaces available and the student's performance necessitates a conference, the teacher will schedule a time to meet with the parent(s) upon request by the parent(s).

Elementary: If prior to the scheduling of parent-teacher conference during semester the teacher has met the following conditions, the teacher shall not be required to schedule a parent teacher conference for that student: 1) The teacher has met with the parent separately and discussed the student's progress; or 2) The teacher has communicated with the parent(s) of the student and provided notification that the student's performance has reached a level where a conference is not necessary and the parent(s) provided consent. The District shall determine the levels of student performance to meet this notice as well as the form of notice and consent for the parents.

- F. Records Days: Teachers, in compliance with FERPA, may complete records off site provided those records are completed in the required time frame for distribution to parents. Teacher check out at the end of second semester will take place as soon as records and assigned check out procedures are completed. No meetings will be scheduled on records days
- G. School Calendars

## **NEW HAVEN COMMUNITY SCHOOLS**

### **2017-2018 TEACHER CALENDAR**

To Be Determined – Aug/Sept		Open House/Curriculum Night all levels Date may differ by level/building. Required for all teachers.
Monday	August 28	New Teacher Orientation – 8:30 a.m. at Administration
Wednesday	August 30	Teachers Report – full day (Staff meetings, ½ day PD, NHEA meeting). Welcome Back Luncheon for all staff
Tuesday	Sept 5	½ Day Students – ½ PLC PD Day Afternoon
Friday	Sept 29	½ Day Students – ½ PLC PD Day Afternoon *Homecoming Parade at 4:00 pm
Friday	Oct 6	½ Day for and Students (Leave with Students)
Friday	Oct 20	½ Day for Students End of 1 <sup>st</sup> Marking Period (Leave with Students)
Tuesday	Oct 24	TENTATIVE – High School Conferences – Evening (Students full Day)
Wednesday	Oct 25	½ day for Elementary Students-Afternoon and Evening Conferences (K-5 only)
Thursday	Oct 26	½ day for Elementary Students - Afternoon Conferences (K- 5 only)
Friday	Oct 27	TENTATIVE – Middle School Conferences – Evening (Students full Day)
Wednesday	Nov 1	½ Day Students – ½ PLC PD Day Afternoon
Wednesday	Nov 22	½ day students – ½ day Virtual PD Commitment of 3 hours must be complete
Thur-Fri	Nov 23-24	Thanksgiving Recess - School closed for all students and teachers
Monday	Nov 27	School reopens - Full day for all students and teachers
Wed-Thurs	Dec 20-21	½ Day Students (6-12) exams and afternoon records time
Friday	Dec 22	½ Day for Students and End of First Semester (Leave with Students) (Records time off-site if desired)
Monday	Dec 25	Winter Recess begins
Monday	Jan 8	School reopens - Full day for all students and teachers
Monday	Jan 15	Martin Luther King Jr.'s Birthday Observance School closed for all students
Wednesday	Jan 24	½ Day Students – ½ PLC PD Day Afternoon



Wednesday	Feb 7	½ Day Students – ½ PLC PD Day Afternoon
Friday	Feb 16	½ Day for Students – Mid Winter Break (Leave with Students)
Monday	Feb 19	No School for Teachers and Students – Mid Winter Break
Tuesday	Feb 20	School Reopens – Full day for all students and teachers
Wednesday	March 7	½ Day Students – ½ PLC PD Day Afternoon
Friday	March 16	½ Day for Students End of 2nd Marking Period (Leave with Students)
Wednesday	March 21	TENTATIVE – Middle School Conferences – Evening (Students full Day)
Thursday	March 22	½ day for Elementary Students - Afternoon and Evening Conferences (K-5 only)
Monday	March 26	TENTATIVE – High School Conference – Evening (Students full Day)
Thursday	March 29	½ Day Students – ½ PLC PD Day Afternoon
Friday	March 30	Spring Recess begins – School closed for all students and teachers
Monday	April 9	School reopens – Full day for all students and teachers
Wednesday	May 2	½ Day Students – ½ PLC PD Day Afternoon
Friday	May 25	½ Day for Students (Leave with Students)
Monday	May 28	Memorial Day Recess - School closed for all students and teachers
Tuesday	May 29	School reopens - Full day for all students and teachers
Friday	June 8	½ Day Students (6-12) exams and afternoon records time
Monday	June 11	½ Day for Students, (Leave with Students) (Records time off-site if desired)
Tuesday	June 12	½ Day for Students – Last Day of School – End of 2 <sup>nd</sup> Semester Afternoon records and NHEA Teacher Checkout

**TEACHERS – 181 DAYS**

**STUDENTS – 180 DAYS**

5 PD Days (30 hours – ½ day k-12 PD)

8 – ½ PLC PD Days

1 - .5 Virtual PD Days (11/22)

5 – ½ days where staff can leave with kids (\*Virtual OD Requirement must be complete by Nov 22<sup>nd</sup>)

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

## **NEW HAVEN COMMUNITY SCHOOLS 2018-2019 TEACHER CALENDAR**

To Be Determined – Aug/Sept		Open House/Curriculum Night all levels Date may differ by level/building. Required for all teachers.
Monday	August 27	New Teacher Orientation – 8:30 a.m. at Administration
Wednesday	August 29	Teachers Report – full day (Staff meetings, ½ day PD, Association meetings), Welcome Back for all staff-final schedule to be published in early August)
Tuesday	Sept 4	½ Day Students – ½ PLC PD Day Afternoon
Friday	Sept 28	½ Day Students – ½ PLC PD Day Afternoon
Friday	Oct 5	½ Day for and Students (Leave with Students)
Friday	Oct 19	½ Day for Students End of 1 <sup>st</sup> Marking Period (Leave with Students)
Tuesday	Oct 23	TENTATIVE – High School Conferences – Evening (Students full Day)
Wednesday	Oct 24	½ day for Elementary Students-Afternoon and Evening Conferences (K-5 only)
Thursday	Oct 25	½ day for Elementary Students - Afternoon Conferences (K- 5 only)
Friday	Oct 26	TENTATIVE – Middle School Conferences – Evening (Students full Day)
Thursday	Nov 1	½ Day Students – ½ PLC PD Day Afternoon
Wednesday	Nov 21	½ day students – ½ day Virtual PD Commitment of 3 hours must be complete
Thurs-Fri	Nov 22-23	Thanksgiving Recess - School closed for all students and teachers
Monday	Nov 26	School reopens - Full day for all students and teachers
Wed-Thurs	Dec 19-20	½ Day Students (6-12) exams and afternoon records time
Friday	Dec 21	½ Day for Students and End of First Semester (Leave with Students) (Records time off-site if desired)
Monday	Dec 24	Winter Recess begins
Monday	Jan 7	School reopens - Full day for all students and teachers
Monday	Jan 14	Martin Luther King Jr.'s Birthday Observance School closed for all students

Wednesday	Jan 23	½ Day Students – ½ PLC PD Day Afternoon
Wednesday	Feb 6	½ Day Students – ½ PLC PD Day Afternoon
Friday	Feb 15	½ Day for Students – Mid Winter Break (Leave with Students)
Monday	Feb 18	No School for Teachers and Students – Mid Winter Break
Tuesday	Feb 19	School Reopens – Full day for all students and teachers
Wednesday	March 6	½ Day Students – ½ PLC PD Day Afternoon
Friday	March 15	½ Day for Students End of 2nd Marking Period (Leave with Students)
Wednesday	March 20	TENTATIVE – Middle School Conferences – Evening (Students full Day)
Thursday	March 21	½ day for Elementary Students - Afternoon and Evening Conferences (K-5 only)
Monday	March 25	TENTATIVE – High School Conference – Evening (Students full Day)
Friday	March 29	½ Day Students – ½ PLC PD Day Afternoon
Monday	April 1	Spring Recess begins – School closed for all students and teachers
Monday	April 8	School reopens – Full day for all students and teachers
Friday	April 19	School Closed for all students and teachers
Wednesday	May 1	½ Day Students – ½ PLC PD Day Afternoon
Friday	May 24	½ Day for Students (Leave with Students)
Monday	May 27	Memorial Day Recess - School closed for all students and teachers
Tuesday	May 28	School reopens - Full day for all students and teachers
Friday	June 7	½ Day Students (6-12) exams and afternoon records time
Monday	June 10	½ Day for Students, (Leave with Students) (Records time off-site if desired)
Tuesday	June 11	½ Day for Students – Last Day of School – End of 2 <sup>nd</sup> Semester Afternoon records and NHEA Teacher Checkout

**TEACHERS – 181 DAYS**

**STUDENTS – 180 DAYS**

5 PD Days (30 hours – ½ day k-12 PD)

8 – ½ PLC PD Days

1 - .5 Virtual PD Days (11/22)

5 – ½ days where staff can leave with kids (\*Virtual OD Requirement must be complete by Nov 22<sup>nd</sup>)

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

**NEW HAVEN COMMUNITY SCHOOLS**  
**2019-2020 TEACHER CALENDAR**

To Be Determined – Aug/Sept		Open House/Curriculum Night all levels Date may differ by level/building. Required for all teachers.
Monday	August 26	New Teacher Orientation – 8:30 a.m. at Administration
Wednesday	August 28	Teachers Report – full day (Opening staff meetings, PD, Association time). Welcome Back for all staff-final schedule to be published in early August
Tuesday	Sept 3	½ Day Students – ½ PLC PD Day Afternoon
Friday	Sept 27	½ Day Students – ½ PLC PD Day Afternoon
Friday	Oct 4	½ Day for and Students (Leave with Students)
Friday	Oct 18	½ Day for Students End of 1 <sup>st</sup> Marking Period (Leave with Students)
Tuesday	Oct 22	TENTATIVE – High School Conferences – Evening (Students full Day)
Wednesday	Oct 23	½ day for Elementary Students-Afternoon and Evening Conferences (K-5 only)
Thursday	Oct 24	½ day for Elementary Students - Afternoon Conferences (K- 5 only)
Friday	Oct 25	TENTATIVE – Middle School Conferences – Evening (Students full Day)
Friday	Nov 1	½ Day Students – ½ PLC PD Day Afternoon
Wednesday	Nov 20	½ day students – ½ day Virtual PD Commitment of 3 hours must be complete
Thurs-Fri	Nov 21-22	Thanksgiving Recess - School closed for all students and teachers
Monday	Nov 25	School reopens - Full day for all students and teachers
Wed-Thurs	Dec 18-19	½ Day Students (6-12) exams and afternoon records time
Friday	Dec 20	½ Day for Students and End of First Semester (Leave with Students) (Records time off-site if desired)
Monday	Dec 23	Winter Recess begins
Monday	Jan 6	School reopens - Full day for all students and teachers
Monday	Jan 13	Martin Luther King Jr.'s Birthday Observance School closed for all students

Wednesday	Jan 22	½ Day Students – ½ PLC PD Day Afternoon
Wednesday	Feb 5	½ Day Students – ½ PLC PD Day Afternoon
Friday	Feb 14	½ Day for Students – Mid Winter Break (Leave with Students)
Monday	Feb 17	No School for Teachers and Students – Mid Winter Break
Tuesday	Feb 18	School Reopens – Full day for all students and teachers
Wednesday	March 4	½ Day Students – ½ PLC PD Day Afternoon
Friday	March 20	½ Day for Students End of 2nd Marking Period (Leave with Students)
Wednesday	March 25	TENTATIVE – Middle School Conferences – Evening (Students full Day)
Thursday	March 26	½ day for Elementary Students - Afternoon and Evening Conferences (K-5 only)
Monday	March 30	TENTATIVE – High School Conference – Evening (Students full Day)
Thursday	April 2	½ Day Students – ½ PLC PD Day Afternoon
Friday	April 3	Spring Recess begins – School closed for all students and teachers
Monday	April 13	School reopens – Full day for all students and teachers
Wednesday	May 6	½ Day Students – ½ PLC PD Day Afternoon
Friday	May 22	½ Day for Students (Leave with Students)
Monday	May 25	Memorial Day Recess - School closed for all students and teachers
Tuesday	May 26	School reopens - Full day for all students and teachers
Friday	June 5	½ Day Students (6-12) exams and afternoon records time
Monday	June 8	½ Day for Students, (Leave with Students) (Records time off-site if desired)
Tuesday	June 9	½ Day for Students – Last Day of School – End of 2 <sup>nd</sup> Semester Afternoon records and NHEA Teacher Checkout

**TEACHERS – 181 DAYS**

**STUDENTS – 180 DAYS**

5 PD Days (30 hours – ½ day k-12 PD)

8 – ½ PLC PD Days

1 - .5 Virtual PD Days (11/22)

5 – ½ days where staff can leave with kids (\*Virtual OD Requirement must be complete by Nov 22<sup>nd</sup>)

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

**ARTICLE 15: Salary Agreement, Salary Schedule**

A. Salary

**2017-18 Salary Schedule**

Step	BA	MA	MA+30	Spec/Dr	Dr
1	\$37,100	\$41,900	\$42,800	\$43,900	\$44,700
2	\$39,123	\$44,123	\$45,031	\$46,115	\$46,931
3	\$41,146	\$46,346	\$47,262	\$48,331	\$49,162
4	\$43,169	\$48,569	\$49,492	\$50,546	\$51,392
5	\$45,192	\$50,792	\$51,723	\$52,762	\$53,623
6	\$47,215	\$53,015	\$53,954	\$54,977	\$55,854
7	\$49,238	\$55,238	\$56,185	\$57,192	\$58,085
8	\$51,262	\$57,462	\$58,415	\$59,408	\$60,315
9	\$53,285	\$59,685	\$60,646	\$61,623	\$62,546
10	\$55,308	\$61,908	\$62,877	\$63,838	\$64,777
11	\$57,331	\$64,131	\$65,108	\$66,054	\$67,008
12	\$59,354	\$66,354	\$67,338	\$68,269	\$69,238
13	\$61,377	\$68,577	\$69,569	\$70,485	\$71,469
14	\$63,400	\$70,800	\$71,800	\$72,700	\$73,700

**2017-18 Salary with 1.65% off schedule reduction (illustrative purposes only)**

Step	BA	MA	MA+30	Spec/Dr	Dr
1	\$36,488	\$41,209	\$42,094	\$43,176	\$43,962
2	\$38,478	\$43,395	\$44,288	\$45,354	\$46,156
3	\$40,467	\$45,581	\$46,482	\$47,533	\$48,350
4	\$42,457	\$47,768	\$48,676	\$49,712	\$50,544
5	\$44,447	\$49,954	\$50,870	\$51,891	\$52,738
6	\$46,436	\$52,141	\$53,064	\$54,070	\$54,932
7	\$48,426	\$54,327	\$55,258	\$56,249	\$57,126
8	\$50,416	\$56,513	\$57,452	\$58,427	\$59,320
9	\$52,405	\$58,700	\$59,645	\$60,606	\$61,514
10	\$54,395	\$60,886	\$61,839	\$62,785	\$63,708
11	\$56,385	\$63,073	\$64,033	\$64,964	\$65,902
12	\$58,375	\$65,259	\$66,227	\$67,143	\$68,096
13	\$60,364	\$67,445	\$68,421	\$69,322	\$70,290
14	\$62,354	\$69,632	\$70,615	\$71,500	\$72,484

Employees currently on the MA +30 and Dr lanes will be grandfathered in. There will be no MA +30 or Dr lanes effective September 1, 2017. The Dr lane will be combined with the SPEC lane effective September 1, 2017. All employees on the MA +30 and Dr. lanes on or before September 1, 2017 will continued to be paid on those lanes. Employees currently being paid BA +20 will continue to be paid BA +20.

## **2017-18**

All bargaining unit members will slide to the 14 step stretched schedule at or near (not less than) their current step amount and then move 1 full step

1.65% off schedule reduction for all bargaining unit members

½ longevity for all bargaining unit members below 25 years as of June 9<sup>th</sup>, 2017

Full longevity, at current amount, grandfathered in for bargaining unit members at 25 years as of June 9<sup>th</sup>, 2017

If the increase in 31A and the foundation allowance exceeds \$300,000, full longevity will be restored for 2017-18 only

## **2018-2019**

The parties shall meet upon receipt of the 2017-2018 audit conducted by an independent CPA firm, at which time a copy of the audit shall be given to the Association.

If the audited General Fund Equity as a percentage of General Fund expenditures as of June 30, 2018 be found to be above 0% and less than 2%, the 1.65% off schedule reduction will be permanently reduced by 40% of the excess over 0%.

If the audited General Fund Equity as a percentage of General Fund expenditures as of June 30, 2018 be found to be at or above 2% and less than 4%, the 1.65% off schedule reduction will be restored permanently and all teachers on steps shall receive a ½ step on schedule. Full longevity will be permanently restored if the General Fund Equity is above 3%.

If the audited General Fund Equity as a percentage of General Fund expenditures as of June 30, 2018 be found to be at or above 4%, the 1.65% off schedule reduction will be restored permanently and the parties shall enter into negotiations for a period of thirty (30) days after receipt of the audit to discuss additional step movement and salary. In absence of mutual agreement the parties shall submit to a minimum of 3 full days of mediation with a state mediator. Should the parties fail to reach an agreement after sixty (60) days, the dispute shall be submitted to a mutually agreed upon fact finder for a report to assist the parties in reaching an agreement.

## **2019-2020**

Same procedures as 2018-2019

The audited General Fund equity shall be defined as the total of the audited General fund balance and the General Capital Projects Fund.

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:

14 <sup>th</sup> through 17 <sup>th</sup> year .....	\$1,200.00
18 <sup>th</sup> through 20 <sup>th</sup> year.....	\$1,500.00
21 <sup>st</sup> year +.....	\$1,800.00

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

D. 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 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, 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 BA degree or for an MA +30. 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 or no less than 40 hours), 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

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 16: 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 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. If the District determines to offer a sport or club/activity, the District shall establish and implement the guidelines on a minimum number of participants needed for each sport or club/activity. If a sport or club/activity has less than the number of required participants, the District may eliminate the sport or club/activity for that season or combine two teams together with an appropriate negotiated stipend.

It is hereby agreed that during this Agreement it is the policy of the Board of Education that the performance of each coach/advisor is evaluate annually and that this evaluation is given to the employee in writing before the end of the academic year. Should the performance of a bargaining unit member in one of these assignments be deemed unsatisfactory they can be given a corrective action plan and subsequent year within the assignment to correct deficiencies. The District retains all rights to hire and fire coaching personnel. Bargaining unit members will be given preference to fill the positions referenced in this article with the exception of those positions noted. The District has the option to hire bargaining unit members or non-bargaining unit members into Varsity Head Coach Positions based on experience and qualifications. The substance of coaching evaluations shall not be subject to the grievance procedure. Vacant positions or positions filled by non-bargaining unit members, with the exception of Varsity Head Coach Positions, shall be posted annually, or prior to the upcoming season as it applies, on the district webpage along with email notification to the Association members. As of the 2017-2018 school year, any person employed in any position for 2 or more years will remain in that position as long as their evaluation is satisfactory.

Retention or dismissal from coaching positions will be part of the end of the season evaluation process.

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 eleven (11) 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	25,500
Step 2	26,950
Step 3	28,400
Step 4	29,850
Step 5	31,300
Step 6	32,890
Step 7	34,750
Step 8	35,850
Step 9	37,300
Step 10	38,650

\*For the 2017-2018 school year bargaining unit and non-bargaining unit members who currently hold positions referenced in this article will slide to the same step they are on regardless of overall experience. No reduction in compensation for the assignment will occur or the necessary step advancement will be granted.

A. Football

- 1. Varsity Head Coach..... 11.0%
  - 2. Junior Varsity Head Coach ..... 9.0%
  - 3. HS Assistant Coach (2) ..... 6.0%
  - 4. MS Head Coach..... 6.0%
- \*If there are separate 7/8 MS teams compensation will be 5.0% for each coach.

B. Basketball (Girls and Boys)

- 1. Varsity Head Coach..... 11.0%
  - 2. Junior Varsity Coach ..... 9.0%
  - 3. HS Assistant Coach ..... 6.0%
  - 4. Freshman Coach ..... 6.0%
  - 5. 8th Grade Coach ..... 5.0%
  - 6. 7th Grade Coach ..... 5.0%
- \*If a MS Coach does both teams the compensation will be 8.0%

C. Track

- 1. Varsity Head Coach..... 10%
- 2. Asst. Coach..... 6.0%
- 3. MS Coach (2) ..... 5.0%

D. Baseball

- 1. Varsity Head Coach..... 10%
- 2. Junior Varsity Coach ..... 7%

E.	Softball	
	1. Varsity Head Coach.....	10%
	2. Junior Varsity Coach.....	7%
F.	Soccer	
	1. Varsity Head Coach.....	10%
	2. Junior Varsity Coach.....	7%
G.	Golf	
	1. Varsity Head Coach.....	6.0%
H.	Cross Country	
	1. Varsity Head Coach.....	6.0%
I.	Tennis	
	1. Varsity Head Coach.....	6.0%
J.	Wrestling	
	1. Varsity Head Coach.....	10.0%
K.	Volleyball	
	1. Varsity Head Coach.....	11.0%
	2. Junior Varsity Coach.....	9.0%
	3. 7th - 8th Grade Coach.....	5.0%
	*If a MS Coach does both teams the compensation will be 8.0%	
L.	Cheerleader Advisor	
	1. Varsity Sideline Cheer.....	5.0%
	2. Junior Varsity Sideline Cheer.....	5.0%
	*If the Coach does both teams the compensation will be 8.0%	
	3. MS Sideline Cheer.....	3.0%
	4. Varsity Competitive Cheer.....	10.0%
	5. Junior Varsity Competitive Cheer.....	7.0%

M. Bowling

- 1. Boys Head Coach ..... 6.0%
  - 2. Girls Head Coach ..... 6.0%
- \*If the Coach does both teams the compensation will be 8.0%

N. Other Special Assignments

- 1. Senior Advisor..... 4.0%
- 2. Junior Advisor ..... 3.0%
- 3. Sophomore Advisor..... 2.0%
- 4. Freshman Advisor ..... 2.0%
- 5. Yearbook Advisor HS ..... 4.0%
- 6. Yearbook Advisor MS..... 3.0%
- 7. School Play Advisor..... 4.0%
- 8. Honor Society MS/HS..... 2.5%
- 9. HS Student Council Advisor..... 4.0%
- 10. MS Student Council Advisor..... 2.0%

Class advisors will receive experience credit for each year served as an advisor, regardless of grade level.

Other Clubs or Extra-curricular Activities that are approved annually and assigned a sponsor at any level will receive an annual stipend of \$625 for a minimum of 30 hours of meeting time.

O. Special Assignments that are a part of the High School or Middle School Curriculum.

In the event that the listed activities are scheduled and taught as a part of the regular high school curriculum or middle school (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 Middle School or High School Schedule, it is agreed that the following positions will receive the following stipend.

Yearbook Advisor.....	\$625.00
School Newspaper Advisor.....	\$625.00
CTE Student Organizations (HOSA/BPA).....	\$625.00
Special Education Transition Coordinator.....	\$625.00

p. Instrumental/Vocal Music

- 1. MS/HS Instrumental Music (Marching Band)..... 6.0%
- 2. MS/HS Vocal Music..... 5.0%
- 3. Elementary Music ..... 3.0%

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

Instrumental and vocal music teachers will have their event schedule into the building principal no later than two (2) weeks after the start of school. These stipends include a minimum of 6 performances per year at the buildings that apply to the assignment. Secondary assignments also include participation in Solo and Ensemble events.

- Q. Homebound Teacher \$20.00 per hour
- R. Teachers whose assignments involve personal use of their cars will be reimbursed at the same rate as administrators.
- S. Coordinators (Bargaining unit members with responsibilities in addition to their regular teaching assignment):
  - 1. Athletic Coordinator will be paid a supplemental salary of 5.5% of that teacher's salary.
  - 2. Vocational Education Coordinator will receive a supplemental salary of 5.5% of that teacher's salary.
  - 3. English Language Learner/ESL Coordinator will be paid a supplemental salary of 4.5% of that teacher's salary.
- T. District Level Committee Membership: Upon approval and request of the Superintendent bargaining unit members who choose to participate on committees that support curriculum, assessment/data, instruction, technology or other programming will be paid at a rate of \$20 an hour for work/meetings that is done outside of the contractual day. The district and association may choose agree on a flat rate stipend for membership if desired.

\*This does not preclude the district or any building to also have committees that are voluntary participation with no additional compensation.

## **ARTICLE 17: 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 18: EMERGENCY MANAGER**

- A. The parties understand that an emergency manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, has the ability to reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575.

**ARTICLE 19: ANNEXATION, CONSOLIDATION, REORGANIZATION**

- A. 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.

**ARTICLE 20: DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of September 1, 2017 and shall continue in effect through the 31st day of August, 2020. 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, 2020, 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.

FOR THE BOARD:

FOR THE ASSOCIATION:

\_\_\_\_\_  
Gina Walker, President                      Date

\_\_\_\_\_  
Daniela Pod, President                      Date  
MEA-NEA Local 1, New Haven

\_\_\_\_\_  
Regina Patton, Secretary                      Date

\_\_\_\_\_  
Paula Herbart, President                      Date  
MEA-NEA Local 1

\_\_\_\_\_  
Todd Robinson, Superintendent      Date  
New Haven Community Schools

## **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



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.

**APPENDIX B**  
**SUBJECTS RELATING TO NON-CERTIFICATED INDIVIDUALS**

This Appendix consists of topics removed from the collective bargaining agreement as a result of 2011 Public Act 103. These provisions have been placed in this Appendix and only apply to those members of the bargaining unit whose employment is not regulated by the Teachers' Tenure Act, MCL 38.71 et seq. Each provision in this Appendix will specifically state the Article and Section to which it applies. All references to Articles and Sections correlate to the 2013-2017 Collective Bargaining Agreement.

\* \* \*

**ARTICLE 4: ASSOCIATION AND TEACHER RIGHTS**

B. Teacher Rights

\* \* \*

- 7. ...Participation or non-participation on a building or district school improvement committee shall not be used as a criterion for negative evaluation...
- 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.

\* \* \*

**ARTICLE 6: TEACHING CONDITIONS**

\* \* \*

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.

\* \* \*

**ARTICLE 9: VACANCIES AND ASSIGNMENTS**

A. Hiring

\* \* \*

3. ...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. ...To that end the Board agrees to mail a copy of posted notice of openings or vacancies to the MEA-NEA Local 1 office...
6. ...The Superintendent will post open positions on the district web site during the summer months.
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.

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.

\* \* \*

G. Transfers

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 (1<sup>st</sup>).
2. ...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. ...Such request shall be submitted annually or upon a posting of a vacancy.

...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.

\* \* \*

- 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.
  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.

## **ARTICLE 10: TEACHER EVALUATIONS**

- 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.
- 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.

\* \* \*

### **ARTICLE 13: SPECIAL TEACHING ASSIGNMENTS**

- 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 15: STAFF REDUCTIONS**

- 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... 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.
  - 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.

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.

\* \* \*

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.

**ARTICLE 16: MISCELLANEOUS PROVISIONS**

H. 1. No teacher shall be disciplined for a reason that is arbitrary and capricious...

\* \* \*

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.

\* \* \*

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:

\* \* \*

6. Neither the mentor nor mentee shall be permitted to participate in the evaluation of the other.

\* \* \*



## **Letters of Agreement**

### Definition of Arbitrary and Capricious

Dated 3.7.13

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

### Evaluation

1. Procedure Dated 6.21.11
2. Evaluation Categories Dated 8.3.11
3. Macomb County Dashboard – Student Growth Measurements

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 15<sup>th</sup> 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 for National Board Certification.

---

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%)

---

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 15<sup>th</sup> 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:

**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