

**MASTER AGREEMENT
Pioneer Work and Learn**

**VASSAR
BOARD OF EDUCATION**

and

TRI-COUNTY BARGAINING ASSOCIATION

TEACHERS

September 1, 2011 – August 31, 2014

WITNESSETH

Whereas, the Board and Association recognize and declare that providing a quality education for the children of Vassar is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

Whereas, the Board has a statutory obligation is to bargain hours, wages, and conditions of employment, and

Whereas, the Association recognizes that its obligation is to bargain hours, wages, and conditions of employment with the Board which represents all the people who reside in the Vassar Public School District, and

Whereas, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, it is hereby agreed as follows:

ARTICLE 1

TEACHER RIGHTS AND RESPONSIBILITIES

A. Teachers shall be held accountable for school materials and equipment as assigned to them.

B. A report of any accident to a teacher or a student must be filed with the Camp Education Coordinator and Superintendent of Schools the day of the accident on the forms provided for that purpose.

C. It shall be a requirement of employment that all teachers prepare a general lesson outline in their plan books one (1) week ahead and a detailed outline at least one (1) day ahead of need.

D. In addition to teaching, the work day may consist of the following tasks:

1. Preparing and planning for classes.
2. Evaluation of student progress.
3. Completing essential reports and information as required.
4. Attending various school related meetings.
5. Serving on educational committees.

E. Upon the request of the administration, teachers shall remain no later than 4:00 PM, no more than four (4) times per month, for required meetings. There are no requirements for teachers to attend meetings identified as "voluntary."

F. Teachers will not leave their assigned duty or building during work hours without the consent of the Principal.

G. A teacher's official schedule time shall not exceed seven (7) classes scheduled from 8:00 a.m. to 3:30 p.m., which schedule shall include his/her conference period, but shall exclude his/her lunch period.

H. A teacher shall not be asked to teach an unreasonable number of classes. Every attempt shall be made to keep the number of subjects limited to four. Given the unique student population served, it may be necessary to increase this number to accommodate students needing an independent study or G.E.D. preparation.

I. When Vassar Public Schools are closed to students due to Act of God, teachers [Pioneer Work & Learn] shall report for duty as soon as possible. If a teacher cannot report for duty, he/she may use their personal business days. If a member of Pioneer Work and Learn attends (2) Act of God Days, within a given school year, without using a personal or sick day, another personal day will be given to that member to be used within the school year, subject to Superintendent approval. If a member of Pioneer Work and Learn attends (4) Act of God Days, within a given school year without using a personal or sick day, one additional personal business day will be given to that member to be used within the same school year, for a total of (2) additional personal business days. It is each teacher's responsibility to notify Central Office of carry over option prior to the end of the school year.

J. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, provided, however, that such activity is not disruptive of the educational process or a threat to the operation of the school and its system.

K. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in, or association with, the activities of any employee organization. The Board and the teachers pledge themselves to seek to extend the advantages of public education to every

student without regard to race, creed, religion, sex, color, or national origin, and to seek to achieve full equality of educational opportunity to all pupils.

L. The private and personal life of any teacher is not normally within the appropriate concern or attention of the Board. However, if an incident arises which is detrimental to classroom performance, disruptive of the educational process, or a threat to the operation of the school and its system, the Board and/or Superintendent may exercise their administrative prerogatives.

M. The Board recognizes that teachers are professionals and that, in their capacity as professionals, teachers must use professional judgment with regard to communications between students and themselves as to whether these communications shall be considered confidential, unless said disclosure is required by law. Teachers recognize the need to keep channels of communication open with camp staff, students, and themselves. They shall likewise communicate with group leaders and will provide their principal with their personal home phone number to enable the principal to call the teacher whenever necessary.

N. Reasonable telephone facilities shall be provided in each building for local telephone calls. Any personal long distance calls must be paid by the teacher.

O. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will render reasonable assistance to the teacher in his/her defense.

P. Time lost by a teacher in connection with any litigation mentioned in this section shall not be charged against the teacher if the teacher acted within the scope of his/her employment.

Q. Teachers that incur damages to clothing or any of their personal property will be reimbursed by the Board for damages over ten (10) dollars and up to one hundred dollars (\$100.00) with review of the principal.

ARTICLE 2 PROFESSIONAL DUES & PAYROLL DEDUCTIONS

A. Within thirty (30) days of the beginning of their employment, teachers may sign and deliver to the Board an assignment authorizing deduction of uniform membership dues and uniform assessments of the Association upon such conditions as the Association shall establish. Such authorization shall continue

in effect from year to year unless revoked in writing to the Board with a copy to the Association, between June 1, or the date ten (10) calendar days after the first instruction day. Such authorization revoked on or after the eleventh (11th) calendar day after the first instruction day, shall be considered invalid.

B. The Association shall certify to the Board in writing each year the then current rate of membership dues, including Michigan Education Association and National Education association dues, as well as TCBA and VEA dues. Upon notification thereof the Board shall deduct said dues in approximately equal amounts of dates mutually agreed upon by the Board and the Association and remit the same to the treasurer of the Association with a complete list of all teachers who have submitted authorization forms.

1. Deductions for the teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments.
2. Upon written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for voluntary contributions to Vassar Scholarship Fund, annuities, credit union, insurances, savings bonds, charitable donation, or any other plans or programs jointly approved by the Association and the Board.

C. The provisions of this section shall not be construed to deny any member of the bargaining unit the privilege of joining the Association during the progress of any school year.

D. The Association agrees to appoint a treasurer and to empower him/her to approve as to the accuracy of each Association deduction. This approval shall relieve the Board of the responsibility for that item, provided that any error subsequently determined shall be corrected by mutual agreement of the parties.

E. Any teacher who is not a member in good standing of the Association or who does not make application for membership within thirty (30) calendar days from the date of commencement of teaching duties shall as a condition of employment pay a service fee equal to dues uniformly required for membership in the Association; provided, however, that the teacher may authorize payroll deduction for such service fee in the same manner as provided in section A of this article.

1. In the event that a teacher shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, as provided in the preceding paragraphs, the Board shall, at the request of the Association, make involuntary deductions pursuant to MCL 408.477.

F. The procedure in all cases of involuntary deduction for violation of this Article shall be as follows: The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide thirty (30) calendar days for compliance, and shall further advise the recipient that a request for involuntary deduction may be filed with the Board in the event compliance is not effected.

G. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective agreement. The Association further agrees to assume any and all costs, other than clerical costs, that the Board may incur as a result of its implementation of this Article. The Association further agrees to indemnify the Board for any damages which may be assessed against the Board as a result of said suit or action, subject however, to the following conditions:

1. The damages have not resulted from the gross negligence of the Board or its agents.
2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of this section, or the damages which may be assessed against the Board by any court or tribunal.
3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association shall have the right, after consultation with the Board, to compromise or settle any claim made against the Board under this section.

**ARTICLE 3
TEACHER EVALUATION**

- A. Teachers shall be evaluated each year.

B. The evaluation form shall be discussed with the teacher in conference with his/her building principal.

C. The teacher may, at his/her option, write comments on the evaluation form within fifteen (15) days of receipt of the evaluation.

D. The Teacher will sign the evaluation form to indicate it has been reviewed by him/her; however, such signature will imply neither agreement nor disagreement with the evaluation. Upon signature, copy of the evaluation form will be given to the teacher.

E. Hidden cameras shall not be used for the purpose of classroom observation.

**ARTICLE 4
TEACHER CERTIFICATION**

A. No teacher shall be employed by the Board for a regular teaching assignment who is not certified and qualified. A list of all teachers and their qualifications shall be available to the Association upon request.

B. Individual contracts shall terminate if the holders permit, provisional, continual, or permanent certificate expires and is not immediately renewed.

**ARTICLE 5
SENIORITY**

A. Seniority is defined as the member's first day on the job into the Alternative Education Program at Vassar Wolverine Human Services Facilities. Transfers from within the program will not affect seniority.

B. Vassar Public Schools will generate a seniority list for Wolverine Alternative Education at Pioneer Work and Learn Camps.

**ARTICLE 6
REDUCTIONS IN PERSONNEL AND RECALL**

- A. Any tenured teacher who is laid off because of a necessary reduction in personnel must accept the first offer of appointment to the vacancy for which she/he is certified within twenty (20) days of date of mailing of such offer.
- B. Notification of appointment shall be sent by certified mail to the teacher's last known address.
- C. The re-hiring of teachers shall be the sole discretion of the Board.

**ARTICLE 7
LEAVES**

- A. Employees shall be credited with twelve (12) sick leave days at the beginning of each school year. If the teacher terminates employment prior to the end of the year, the twelve (12) days will be prorated accordingly.

The use of sick time shall include the teacher and immediate family (spouse, children, step-children, employee's parents, step-parents and parents-in-law) in connection with any personal illness, other medical or dental reasons and shall include pre-arranged appointments that could not be scheduled outside the school day or school calendar year. This is not intended to change the number of sick days available or sick days that can be accumulated by the teacher. All other days off from school shall fall under the provisions of personal business, emergency-death or days granted by the superintendent of schools.

Any employee who has accumulated over one hundred ninety (190) sick days for current members, will be paid Forty (\$40.00) Dollars for each day over the capped days at the end of the current year.

- B. Absence for Personal Business. Each teacher will be allowed two (2) days of absence during each school year without loss of salary to transact personal business. An applicant for a personal business leave day need not be required to state the reason for such leave, but it is recognized that such requests shall be made at least five (5) days in advance except in case of emergency. Such days of absence shall not be deducted from the teacher's sick leave days. Any personal day taken immediately prior to or following a vacation will be counted as two (2) personal days. A maximum of five (5) bargaining unit members shall be

granted use of personal days prior to or following a vacation on a first-come first-serve basis. This procedure may be evaluated at the end of the contract.

The personal business day is to be used without loss of salary for transacting personal business or attending to affairs of a personal nature that cannot be done on a weekend or outside the school day. Personal business days shall not be used on professional development days and parent-teacher conferences, unless approval is granted by the administration.

It is not the intent to make a restrictive list of valid reasons for use of the personal business day. It is the intent, however, to indicate through the above mentioned examples the types of things which may be reasonable when requesting this day.

At the end of the each contract year all unused personal business leave shall be credited to the member as sick leave or may be carried over to the next year, for a maximum of four (4) personal business days. It is each employee's responsibility to notify central office of carry over option prior to the end of the school year.

C. For teachers who use four (4) sick days or less of the twelve (12) sick days provided in paragraph "A" above, there shall be added, to that number of unused sick days, two (2) days at the end of the school year.

D. The unused portion shall accumulate from year to year to a maximum of one hundred ninety (190) days.

E. Funeral leave absence without loss of salary shall be allowed each school year for up to a total of days so indicated in each of the following categories:

1. Death in the teacher's immediate family (spouse, children, step-children, parents, step-parents, and parents-in-law) - five (5) days per occurrence to be taken at the time of the funeral/memorial service or to deal with probate legal/issues or probate/legal issues.
2. Death in the teacher's family (siblings, grandparents, step-grandparents, grandchildren, step-grandchildren, grandparents of spouse, and dependents as defined by Internal Revenue Service) - two (2) days per occurrence to be taken at the time of the funeral/memorial service or to deal with probate/legal issues or probate/legal issues.
3. One personal/sick day per occurrence may be used for the death of a family member or friend for the purpose of attending the funeral.

F. The Superintendent shall have discretion to grant emergency leave for death, illness, or other emergencies related to the family members described in E. 1. and 2. above. Each day of any absence under this paragraph shall be charged against the teacher's sick leave days. The use of sick leave time for immediate family will follow the Family Medical Leave guidelines.

G. Any teacher subpoenaed as a witness or called to serve as a juror in state or federal court, shall be granted such leave as is necessary to fulfill these obligations without loss in pay or other benefits. Any remuneration received by a teacher over and above his/her expenses for transportation, meals and other incidentals shall be forwarded to the Board. The Board reserves the right to request that the court excuse the teacher from said duty. The teacher may not be a party to the litigation or claimant against the district.

H. A medical leave of absence for sickness, pregnancy, or other medical disability shall be granted to any teacher who has used up his/her allotted sick leave accumulation. The leave shall be granted under the following conditions:

1. A teacher will be granted a leave of absence due to sickness, pregnancy, other medical disability for up to two (2) calendar years upon presentation to the Board of a written certificate from a physician stating that she/he is no longer capable of performing his/her normal teaching duties.
2. Any teacher on such leave shall not be entitled to advancement on the salary schedule.
3. The teacher will be expected to return to work when authorized by his/her physician indicating she/he is capable of performing his/her normal teaching duties. Should the physician's statement indicate that the teacher is not capable of returning, the leave will be extended to that individual in accordance with the medical report up to the two (2) year maximum indicated in paragraph one (1) above.
4. Upon recovery, the teacher shall notify the Board of his/her availability to resume teacher duties. Assignment to the same position will be guaranteed to those teachers going on leave for less than twelve (12) calendar weeks or while on paid sick leave time, whichever is longer. The Board will make efforts to return the teacher to his/her same position, if available, for leaves of duration of twelve (12) calendar weeks, paid sick leave or longer.
5. Should the teacher fail to return to work when capable, such failure shall be construed as voluntary termination of employment. Should a

teacher desire to take a personal leave of absence without regard to his/her ability to work following the birth or adoption of a child, such leave shall be granted as long as it does not extend beyond the twelve (12) work weeks following the birth or adoption of the child. Said leave shall be granted without pay or monetary fringe benefits except as provided by FMLA upon receipt by the Superintendent of a written request within two (2) weeks after the birth or adoption of the child. A teacher, who on his/her own volition, fails to return from FMLA or paid sick leave shall reimburse the district the health insurance premiums paid by the district.

I. Tenure teachers desiring a leave of absence for any reason not mentioned may apply, in writing, to the Superintendent indicating the period of proposed absence and the reason. Approval of all leaves and/or any extensions shall be discretionary with the Superintendent or Board. If the request for leave is approved, the approval shall be in writing and shall indicate the period of absence, whether it is with or without pay, whether or not it will be charged against sick leave, and (if it extends into another school year) whether the teacher will receive credit on the salary schedule for the period of absence. Upon return from any approved leave, the teacher shall be credited with unused sick leave which she/he had at the time the leave began but shall not be credited with sick leave days for the period of the leave of absence.

**ARTICLE 8
RETIREMENT**

A. For all computations of experience for salary schedule purposes, "full-time" employees shall be defined as an employee that works for at least seven (7) hours per day for a minimum of 183.5 days per school year.

B. Upon retirement (or death) of a teacher under the provisions of the Michigan Public School Employees Retirement System, the Board will pay to such employee/beneficiary forty (\$40.00) dollars for each day of accumulated sick leave, up to a maximum of \$4,500.

**ARTICLE 9
INSURANCE**

A. Employer shall provide bargaining unit members MESSA for a full twelve (12) month period for the bargaining unit member and his/her entire family. Half time teachers not choosing Plan A receive both Plan B benefits. Half time teachers will have prorated benefits.

Plan A	Plan B (Those not taking health insurance)
	Delta Dental Plan E 007 (80/80/80:\$1,300) with Adult Ortho
In Network Deductible \$200/\$400 Office Visit Copay \$20 Saver Rx LTD 60% Plan I 90 calendar day - modified fill \$2,500 monthly maximum Social Security Freeze Alcoholism/drug addiction - 2 years Mental/Nervous - 2 years	LTD same as Plan A
Delta Dental Plan A 006 75/60/75:\$1,200 with Adult Ortho	Negotiated Life \$50,000
	\$100.00 per month toward a cash option
Negotiated Life \$50,000	
VSP 2	VSP 2

The Board shall contribute the total equivalent amounts of \$458 per month for single, \$917 per month for each two person, and \$1,250 per month for each full family, for health insurance and prescription coverage. The Board's contribution shall not exceed this total amount. Any cost exceeding this allocation shall be payroll deducted as determined by the Education Association. If the statutory caps are increased these amounts will reflect such increases.

Along with the Plan B negotiated LTD, life, vision and dental benefits the Employer shall provide a cash option in lieu of health benefits. The cash amount shall be \$100.00 per month. If more than six (6) members choose this option, in a given year, the amount shall increase to \$200.00 per month. The Employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

The amount of the cash payment received must be applied by the bargaining unit member to an MEA Financial Services Tax-Deferred Annuity or other annuities as provided. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

- B. In the event a teacher has exhausted all paid sick leave the board shall continue uninterrupted the above mentioned insurance fringes for a period of ninety (90) calendar days. Thereafter the teacher shall continue in the plan(s) by assuming the payment of fringe benefit premiums until his/her return to work, subject to the terms of the carrier.

To be eligible for such coverage or receive such contributions, each teacher must make proper application to participate at the Superintendent's office on forms as required by the carrier. The provisions of the group policy and rules and regulations of the carrier will govern as to the amounts and duration of benefits and all other aspects of coverage.

- C. The Board will provide the above coverage and/or make payments of its share of insurance premiums for all eligible teachers so as to provide insurance coverage for a full twelve (12) month period or periods as the case may be, provided, however, that teachers leaving employment with the School District after the effective date of the policy and prior to the end of the then current school year will be covered only for the balance of the number of days remaining under the monthly premium payment, and provided further, that teachers on a leave of absence, other than sick leave and Medical Leave, which leave has been granted by the Board and extends for a period of more than thirty (30) calendar days, will also only be covered for the balance of the insurance premium month. All teachers whether they have commenced employment at the beginning of the school year or during the school year, and who complete the then current school year but who have indicated they will not resume employment for the following school year will still receive coverage hereunder until the first August 31st following completion of their duties.

**ARTICLE 10
SALARY SCHEDULE**

A. DEFINITION

- 1. A year of service is a period of time equal to not more than a calendar year and not less than one academic semester (whichever is the

greater) in which a teacher was employed in a full-time position covered by this Agreement.

B. PLACEMENT ON APPROPRIATE SALARY SCHEDULE

1. At the beginning of the school year, each teacher shall be placed on no more than one (1) salary schedule of the year based on his/her highest academic degree credentials on file in the Personnel Office as of July 1st preceding the beginning of the school year. Credit hours must be earned after completion of the teaching certificate.

C. PLACEMENT OF SALARY SCHEDULE STEP

1. The salary schedule shall be delineated in Appendix "A".
2. All certified teachers shall be placed on the appropriate step on the salary schedule (Appendix "A"). Teaching experience in the Vassar School District may be counted in full at the superintendent's discretion, up to 7 years. A maximum of two (2) years of continuous military service shall be counted as two (2) years of experience.
3. Each teacher in Section C (2) above and appointed for the current school year and who was not on the maximum salary step during the preceding school year shall move to the next highest step within the appropriate salary schedule.
4. Each teacher who was at the maximum step during the preceding year shall remain at the maximum step during the duration of this Agreement.

D. The annual salaries of teachers are set forth in Schedule "A" for the current year. The salary schedule shall be paid in full for working the hours, days and work load as defined in this Agreement.

E. All teachers who have eighteen (18) graduate hours beyond a Bachelor's Degree that apply on a Master's Degree program as well as those teachers who have twenty (20) graduate hours in a planned course of study applicable to a teacher's professional development as determined by the State Board of Education upon recommendation of the sponsoring institution will be placed on an intermediate schedule: one half the difference between the Bachelor's Degree salary and Master's Degree salary at the teacher's respective salary step. Evidence of such shall be delivered to the Superintendent's office by October 1 or February 1 in order for the teacher to be placed on the intermediate schedule for the first or second semester respectively. Credit hours must have been earned after completion of a teaching certificate.

ARTICLE 11 GRIEVANCE PROCEDURE

Definitions: *A grievance is a claim by a teacher or the Association that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement.*

A. In the event an employee shall use any other forum or procedure than provided in the grievance process to attempt to adjust a grievance or complaint against the Board of Education or his/her supervisor, the grievance process shall be abated during such period as the alternate remedy is being pursued, and the final result of that alternate remedy shall be the final result of the grievance process and the grievance shall be closed, based upon the final determination made in the alternate remedy.

B. A "party of interest" is the person, persons or Association making the claim and any person who might take action or against whom action might be taken in order to resolve the grievance.

C. The "grievant" is the person or persons making the claim.

D. The term "days" when used in this section shall mean duty days, unless otherwise indicated, provided, however, that after the close of the school year and prior to the start of the succeeding school year the term day when used herein shall be defined as a normal working day (Saturday, Sunday and Holidays excluded.)

Structure

A. Representatives shall be selected in a manner determined by the Association.

B. The Association shall establish a grievance committee which shall be broadly representative. In the event that any Association representative or any member of the grievance committee is a party of interest to any grievance, he/she shall disqualify himself/herself and a substitute shall be named by the Association.

C. The building principal shall be the administrative representative when the grievance arises in that building.

D. The Board hereby designates the Superintendent as its representative when the grievance arises in areas where there is more than one administrator involved.

Procedure

A. A "grievance" must begin within fifteen (15) days of the alleged infraction. Said procedure shall be deemed to have commenced when a written complaint is filed with the office of the building principal. The number of days indicated at each level, is considered to be a maximum, and the failure of a teacher to proceed to the next step of the grievance procedure within the time limits, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator, at any step, to communicate his decision to the teacher within the specified time limit shall permit the teacher to proceed to the next step. All time limits may be extended by mutual agreement in writing.

LEVEL ONE

The grievant shall first discuss his/her grievance with his/her immediate supervisor or principal, and present the grievance in writing to said person individually, or together with his/her Association representative.

LEVEL TWO

In the event the grievant is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within five (5) days after presentation of the grievance, the grievant may file the grievance in writing with the association's grievance committee, with a duplicate being forwarded directly to the Superintendent.

Within five (5) days of receipt of the grievance, the grievance committee shall decide whether or not there is a legitimate grievance. If the committee decides there is a legitimate grievance, it shall, within five (5) days after the receipt of said grievance, submit said grievance to the Superintendent. If the committee decides that no grievance exists and so notified the grievant the teacher may within five (5) days of the filing of said grievance with the grievance committee continue to process this claim with the Superintendent without Association support. Within five (5) days from receipt of the grievance by the Superintendent, he/she shall render his/her decision.

LEVEL THREE

In the event that the grievance is not satisfactorily resolved at Level Two, or if no decision has been rendered within five (5) days from receipt of the grievance by the Superintendent, the grievant or the grievance committee may, within five (5) days, refer the grievance to the Board's review committee. This committee shall be composed of up to three (3) members of the Board of Education along with such other representatives as the Board shall designate. Within fifteen (15) days from receipt of the written referral by the Board, its review committee shall meet with the Association's grievance committee and the Association's negotiating team chairperson and/or the grievant for the purpose of arriving at a mutually satisfactory solution to the grievance. A decision shall be rendered by the Board at its next regularly scheduled Board meeting, or in an emergency situation, within ten (10) days at the specific request of the Association.

LEVEL FOUR

In the event the grievance is not satisfactorily resolved at Level Three, the grievance, may, within five (5) days, at the request of either the Board or the association, be submitted to State Mediation as provided for in section 7 of P.A. 1947, No. 336, as amended. Mediation will be scheduled at the parties earliest convenience of the mediator so assigned. Any recommendation or decision of the mediator shall not be binding on either party. The submission of the grievance to state mediation shall not be obligatory but may be used at the discretion of either party.

LEVEL FIVE

In the event the grievance is not satisfactorily resolved at Level Three or Level Four, within five (5) days after Level Three or Four as applicable, the grievance may be submitted to arbitration. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any grounds which rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and agree that judgment may be entered in any court of competent jurisdiction.

The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The arbitrator will be without power of authority to make decisions which require the commission of any act prohibited by law, nor any act which violates the terms of this Agreement. Each party may present the

testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be shared equally by the parties

No grievance may be filed on the following:

- 1) Dismissal or discipline of a teacher.
- 2) Evaluation, layoff or recall of a teacher provided the district complies with Board policy.
- 3) Any matter in jurisdiction of the State Tenure Commission.
- 4) Non-appointment to or removal from extracurricular positions.
- 5) Any matters which are prohibited subjects of bargaining provided the district complies with Board policy.

Rights to Representation

Any party of interest may be presented at all meetings and hearings at any level of the grievance procedure by another teacher or another person; provided, however, that no teacher may in any event be represented by an officer, agent or other representative of any organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at Level Three or beyond in the grievance procedure. An individual may not arbitrate a grievance.

Miscellaneous

The grievance procedure shall not be used by any teacher subsequent to an attempt to redress by means of the legal statutes.

A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association representative or the grievance committee, at Level Three or beyond, the grievance affects a group of teachers, the grievance committee may process the grievance at the appropriate level.

The grievance discussed and the decision rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.

No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

Forms for filing and processing grievances shall be designed by the Superintendent and the grievance committee. They shall be prepared by the Superintendent and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

Access to places, records, and all information pertinent to the determination and processing of the grievance at Level three or beyond, shall be made available to all parties. The Board and the Association shall be provided with a list of particulars and all evidence pertaining to the grievance under consideration if the grievant so desires.

In the case of investigation of any grievance, representatives of the association shall report to the principal of the building being visited and state the purpose of the visit immediately upon arrival, in writing.

ARTICLE 12 HARASSMENT

Harassment by or against a teacher will not be tolerated in the District's educational programs or activities. Complaints of harassment shall be reported to the Superintendent of Board President in accordance with the District's Discrimination Complaint Procedure.

SEXUAL HARASSMENT

A. Verbal: The making of written or oral sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, or threats to the bargaining unit member.

B. Non-Verbal: Causing the placement of sexually suggestive objects, pictures, or graphic commentaries in the school environment or the making of sexually suggestive or insulting gestures, sounds, leering, whistling, and the like to a teacher.

C. Physical Contact: Threatening or causing unwanted touching, contact, or attempts at same, including patting, pinching, pushing the body, or coerced sexual intercourse with the teacher.

D. Unreasonable Expectations: Teachers will not tolerate unreasonable expectations that are above and beyond the normal teacher's responsibilities.

**ARTICLE 13
VACANCIES & TRANSFERS**

A. When a vacancy or newly created position within the bargaining unit occurs, the Board shall give written notice to the Association President or designee not less than ten (10) days prior to the deadline for filing. Any teacher may apply for posted vacancies. Length of service and tenure status may be only considered by administration when all other factors are equal.

1. That current staff members who are applying for openings must have State certification for said position and be highly qualified.

The administration may seek volunteers for transfers in the event of a reduction of sections.

**ARTICLE 14
ARTICLE OF AGREEMENT**

The provisions as stipulated in the foregoing consortium agreement for the Alternative Education Program at the Pioneer Work and Learn Center and Clarence Fischer Leadership Academy are hereby agreed to by the named parties.

If an emergency financial manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

VASSAR PUBLIC SCHOOLS - BOARD OF EDUCATION

Michael Kennard
President, Board of Education

3-29-12
Date

Russell Miller
Secretary, Board of Education

Date

PIONEER WORK & LEARN CENTER

Stephen J. Franko
VASSAR EDUCATION ASSOCIATION

29 March 2012
Date

Kurt Engster
TCBA NEGOTIATOR

29 MARCH 2012
Date

Date

Date

2011-2012; 2012-2013; 2013-2014

Step	BA	BA+	MA	MA+15	MA+30	MA+45
1	36,390	38,880	40,548	41,665	42,777	43,892
2	38,691	40,426	42,169	43,327	44,489	45,650
3	40,177	41,983	43,786	44,991	46,194	47,397
4	42,037	43,927	45,810	47,069	48,328	49,588
5	43,890	45,860	47,834	49,149	50,464	51,777
6	45,747	47,802	49,857	51,228	52,598	53,967
7	47,601	49,743	51,880	53,306	54,734	56,162
8	49,459	51,680	53,903	55,387	56,871	58,357
9	51,687	54,010	56,332	57,881	59,433	60,985
10	53,917	56,337	58,758	60,377	61,990	63,603
11	56,144	58,872	61,593	63,289	64,981	66,673
12	58,375	61,603	64,830	66,612	68,395	70,177

Steps and longevity shall not be increased during the life of this Agreement.

Longevity

A. Beginning with the sixteenth (16th) year of service in the District, each teacher will receive \$1,148.55 in addition to the amount on the 12th step of the salary schedule.

B. Beginning with the twenty-first (21st) year of service in the District, each teacher will receive \$2,296.06 in addition to the amount on the 12th step of the salary schedule.

C. Beginning with the twenty-sixth (26th) year of service in the District, each teacher will receive \$3,443.57 in addition to the amount on the 12th step of the salary schedule.

D. Beginning with the thirty-first (31st) year of service in the District, each teacher will receive \$3,968.98 in addition to the amount on the 12th step of the salary schedule.

A \$500.00 signing bonus for each teacher shall be paid in payroll or as soon as possible, following ratification by both parties.

SCHOOL CALENDAR

	2011-2012	2012-2013	2013-2014
First day of School Teachers	Aug. 29 (M)	Aug. 27 (M)	Aug. 26 (M)
Professional Development-Full Day Teachers Only	Aug. 31 (W)	Aug. 29 (W)	Aug. 28 (W)
Professional Development-Half Day Teachers Only	Sept 1 (TH)	Aug. 30 (TH)	Aug. 29 (TH)
Labor Day-No School	Sept. 2 (F)	Aug. 31 (F)	Aug. 30 (F)
Labor Day-No School	Sept. 5 (M)	Sept. 3 (M)	Sept. 2 (M)
First Day of School Students- ½ day Professional Development- ½ day	Sept. 6 (T)	Sept. 4 (T)	Sept. 3 (T)
Half Day Students - AM Professional Development - PM	Oct. 26 (W)	Oct. 31 (W)	Oct. 31 (TH)
Evening Parent-Teacher Conferences *Jr. High & High School may discuss option to have two different evening conference dates	Nov. 21 (M) Nov. 22 (T)	Nov. 19 (M) Nov. 20 (T)	Nov. 25 (M) Nov. 26 (T)
Half Day Students - AM Work Day Teachers – PM	Nov. 22 (T)	Nov. 20 (T)	Nov. 26 (T)
Thanksgiving Break	Nov. 23-25 (W-F)	Nov. 21-23 (W-F)	Nov. 27-29 (W-F)
Christmas Break	Dec. 21-Jan. 2	Dec. 24-Jan. 2	Dec. 23-Jan. 5
School Resumes	Jan. 3 (T)	Jan. 3 (TH)	Jan. 6 (M)
½ Day Exams	Jan. 25 & 26	Jan. 23 & 24	Jan. 22 & 23
Teacher Records Day	Jan. 27 (F)	Jan. 25 (F)	Jan. 24 (F)
President's Day – No School	Feb. 20 (M)	Feb. 18 (M)	Feb. 17 (M)
Half Day Students - AM Professional Development – ½ day	-----	Feb. 27 (W)	Feb. 26 (W)
ACT –Jrs only No Students Teacher PD day	March 6 (T)	March 5 (T)	March 4 (T)
Half Day Students - AM Professional Development – ½ day	-----	-----	March 19 (W)
Evening Parent-Teacher Conferences No Students Teachers Half Day PD - AM	March 29 (TH) March 30 (F)	March 27 (W) March 28 (TH)	Varies by building Apr. 4 (F)
Spring Break	Apr. 2-5	March 29-Apr. 7	Apr. 5-13
Easter – No School	Apr. 6 & 9 (F, M)	-----	Apr. 18 & 21 (F,M)
Half Day Students - AM Professional Development – ½ day	Apr. 25 (W)	Apr. 24 (W)	-----
Half Day Students - AM Professional Development – ½ day	May 25 (F)	-----	-----
Memorial Day – No School	May 28 (M)	May 27 (M)	May 26 (M)
Exams – ½ Day for Students in AM	June 7 & 8 (TH-F)	June 5 & 6 (W-TH)	June 9 & 10 (M-T)
Last Day for Students & Staff	June 8 (F)	June 6 (TH)	June 10 (T)