



MASTER AGREEMENT

Between

Decatur Public Schools

And

*Van Buren County Education Association/
Decatur Education Association, MEA-NEA*

2015-2016

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AGREEMENT

THIS AGREEMENT is entered into on July 13, 2015, between the VAN BUREN COUNTY EDUCATION ASSOCIATION/DECATUR EDUCATION ASSOCIATION/ MICHIGAN EDUCATION/NATIONAL EDUCATION ASSOCIATION, a voluntary, unincorporated association, hereinafter called the "VBCEA/DEA/MEA/NEA" and the BOARD OF EDUCATION OF DECATUR PUBLIC SCHOOLS, VAN BUREN AND CASS COUNTIES, MICHIGAN, hereinafter called the "Board." The signatories shall be the sole parties to this Agreement.

ARTICLE I RECOGNITION

- Section 1: The Board hereby recognizes the Van Buren County Education Association (VBCEA/DEA, MEA-NEA) as the sole and exclusive bargaining representative for all certified personnel and counselors and librarians under contract. Such representation shall exclude superintendent, assistant superintendent, principals, assistant principals, substitutes, and all other employees. The term “teacher” when used hereinafter in the Agreement shall refer to all professional employees represented by the VBCEA/DEA, MEA-NEA in the bargaining or negotiations unit as above-defined and shall include teachers in positions in the alternative education program.
- Section 2: The VBCEA/DEA, MEA-NEA shall designate the DECATUR EDUCATION ASSOCIATION, hereinafter called the “Association,” as the sole manager of this contract, to include the processing of grievances and the authority to enter into agreement with the Board on binding interpretation of the terms and provisions of this Agreement.
- Section 3: The reference to one gender throughout this Agreement shall include the other.

ARTICLE II ASSOCIATION AND TEACHER RIGHTS

- Section 1: The Board agrees to share a monthly personnel report with the Association if there are any bargaining unit members that are newly hired, have a change of duty greater than 25% of assignment time, leaves of absence extending one (1) month or more, or that have left the employ of the District for any reason. If there are no changes for a month, then no report needs to be supplied. The Board Personnel Report would satisfy this requirement as long as it contains all of the above information.
- Section 2: The Association and its representatives shall have the following rights to conduct Association business:
- (a) The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for the use of school rooms before the commencement of the school day or until 6:00 p.m. Advanced scheduling must be made with the Administration.
 - (b) Use of teachers’ mailboxes or e-mail for distribution of Association business provided the content is appropriate and not during work time.
 - (c) Use of appropriate bulletin board space in each teacher’s lounge provided the content is appropriate.
 - (d) Use of school duplicating equipment with the school providing duplicating operator and the Association paying any costs incurred. The use of duplicating equipment shall be done at reasonable times when not interfering with instructional programs

and duplicating per the schedule of the operator. All other school business equipment may be used at a reasonable time and when otherwise not in use.

- (e) Appropriate prior notice of Board meetings shall be posted on the bulletin board outside of the Superintendent's office. The agenda shall be made available to the Association prior to each Board meeting.
- (f) The Board shall provide a copy of the official Board minutes. Official Board minutes will be posted in a timely manner on the District website.
- (g) The Board shall provide a copy of budgetary and other District information that is a matter of public record upon request.

Section 3: Pursuant to Act 379 of the Public Acts of 1965, the parties hereby agree that every teacher of the District shall have the right freely to organize, join, and support the Association for the purpose of engaging in negotiations and other lawful concerted activities for mutual aid and protection. The parties undertake and agree that they will not directly or indirectly encourage, discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by Act 379; that they will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association or collective professional negotiations or his institution of any grievance.

Section 4: A teacher shall have the right to review the contents of all personnel records of the District pertaining to said teacher originating after original employment and to have a representative of the Association accompany him in such review. It is understood and agreed that the above personnel records shall include administrative evaluations, administrative directives to the individual, and parental complaints directed toward the teacher. A teacher shall have the right to submit a letter of rebuttal to be placed in her personnel file as it relates to any of the above items in this section, providing, the letter of rebuttal is added within seven (7) calendar days of the date of review.

ARTICLE III RIGHTS OF THE BOARD

The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities and the contractual 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; 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 after consultation with appropriate teaching and other professional staff members.
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teacher aids of every kind and nature, after consultation with appropriate teaching and other professional staff members.
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

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 by the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE IV TEACHING HOURS

Section 1: The teacher's day starts at 7:45 a.m. and ends at 3:15 p.m. on a regular school day. The day shall be scheduled by Administration.

Start of Instructional Day: 8:00 a.m.
End of Instructional Day: 3:00 p.m.

Teachers are to remain after the end of the normal work day or arrange to be present prior to the beginning of the normal work day for a sufficient period of time to attend to their professional responsibilities and to meet with students, parents, teachers and administrators of the school district regarding their instructional duties. Reporting and leaving time for a teacher work day when students are not present or dismissed early shall be the same as on the normal student instruction day, unless otherwise scheduled differently. Instructional time shall be scheduled time with certified teachers that meets the requirements of the Michigan Department of Education for hours of student instruction for receipt of state aid funding.

These times cannot be adjusted by the Board more than fifteen (15) minutes, forward or backward in the same direction.

During inclement weather, students may be admitted earlier at the discretion of the building principal.

Section 2: A teacher's day may be flexed when mutually agreed upon between the teacher and Administration to begin earlier or later as long as the assignment adheres to the same total work hours and guidelines as defined in Article IV, Section 1 above and do not change teaching loads as defined in Article V, Section 1.

Section 3: Nothing herein shall prohibit the Administration from excusing a teacher early in the event of an emergency.

Section 4: Except in emergency situations of short duration, all teachers shall have a duty free lunch period of 30 minutes. Teachers may volunteer to supervise during duty free lunch and accumulate time to trade for a release day. Fifteen (15) lunch periods are equal to one day. Teachers may opt for a daily free meal during that lunch period in lieu of accumulating the time toward a future release day. The building principal will determine the number of volunteers needed and any rotation of volunteers will be decided by Administration. The release day must be approved in advance by the building principal and may not be banked. Teachers can opt to receive substitute rate of pay in exchange for the release day. Unused release days remaining at the end of the year will be paid at the pro-rated daily substitute rate.

Section 5: Except when excused by the administrator in charge, attendance at professional staff meetings after school hours is mandatory for all teachers when such meetings are scheduled by the Board or the Administration. Teachers shall not be required to attend more than two (2) hours of such professional staff meetings in any week.

These meetings will not occur on a weekly basis. Except in cases of emergency, said professional staff meetings shall only be convened with a minimum of twenty-four (24) hours advance notice. Normally, these meetings will be held on a predetermined weekday to be established at the beginning of the school year.

ARTICLE V TEACHING LOADS

- Section 1: The normal weekly teaching load of a teacher in the High School will be: twenty-five (25) teaching periods and five (5) unassigned preparation periods. Teachers at the Middle School will have a minimum of forty-five (45) minutes of preparation time per day. The normal weekly teaching load of a teacher in the elementary school shall include five (5) forty (40) minute unassigned preparation periods per week in elementary grades. For the purposes of this section the term “unassigned” shall mean that there shall be no regularly scheduled supervision of students. These times are specifically to be used for instructional preparation or related activities. Teachers shall, on occasion, be expected to be available for parent conferences, student assistance administrative meetings, and other duties as required on an irregular basis as outlined above provided that appropriate notice is given.
- Section 2: Teachers of elementary grades shall not be required to supervise students during the students’ scheduled recess periods. If elementary recesses are used as a reward, teachers are to supervise the students. Teachers may, on a voluntary basis, supervise students during recess scheduled by the building principal. Teachers will be compensated with one release day for every twenty-five (25) recesses served. The release day must be approved in advance by the building principal and may not be banked. The number of volunteers and any rotation of volunteers will be decided by Administration. Teachers can opt to receive substitute rate of pay in exchange for the release day. Unused release days remaining at the end of the year will be paid at the pro-rated daily substitute rate.
- Section 3: If a teacher is requested to teach a class during his preparation period on a full-time basis, he will receive additional compensation. The additional compensation shall be the teacher’s instructional hourly rate multiplied by the number of additional hours taught.
- Section 4: If "zero hour" classes are offered before or after the regular school day, it is with the understanding that (1) no teacher will be required to accept such responsibilities and (2) teachers who teach Board approved classes outside the regular school day will be paid using the formula in Section 3.
- Section 5: A teacher that volunteers to substitute for another teacher during his preparation hour as mutually agreed upon with the principal, will be paid at \$25.00 per hour.

ARTICLE VI PROFESSIONAL QUALIFICATIONS

- Section 1: Staff members of Decatur Public Schools shall hold certificates valid in the state of Michigan and shall meet all qualifications prescribed by the law and the accrediting agencies of the school. This would not prohibit the school system from hiring people without certification if not required by the State.
- (a) “Certification” is defined as the extent and limitations of the endorsements listed on the teacher’s current valid certificate issued by the Michigan Department of Education.
 - (b) Qualification shall be defined as: For positions at the elementary level, middle school level, and high school level, special education as well as for positions in the special areas of music, art, and physical education, teachers must meet the definition of “highly qualified” in accordance with federal and state legislation and state rules and regulations as defined by the Michigan Department of Education.
 - (c) The certification and qualifications of a teacher shall be on file with the Board. It is the teacher’s duty to make sure the Board’s records are correct and to notify the Board, in writing, of any inaccuracies or changes.
 - (d) It shall be the responsibility of each teacher to notify the Board of any change of address and any change of status.
 - (e) Upon request, the Board shall provide the Association with the current list of certifications and qualifications for each Association member.

ARTICLE VII VACANCIES NOT REQUIRING TEACHER CERTIFICATION

- Section 1: A teacher may apply for any vacant position which does not require teacher certification at any time.
- Section 2: Teachers will be notified by the District via e-mail for vacancy postings which do not require teacher certification when an opening in the system occurs-

ARTICLE VIII GRIEVANCE PROCEDURES

- Section 1: A grievance shall be defined as an alleged violation of the terms of this agreement.
- It is expressly understood that disputes arising over the discharge or failure to re-employ a tenured teacher shall be subject only to the procedures set forth in the Tenure Act. Further, it is expressly understood that disputes arising over the discharge or non-renewal of a probationary teacher shall be subject only to the procedures for non-renewal of a probationary teacher set forth in the Tenure Act. The discharge or non-renewal of a probationary or tenured teacher shall not be subject to the grievance procedure hereinafter set forth.

Section 2: A teacher who believes he has a grievance shall first discuss the matter with his Principal personally or accompanied by an Association representative or Association officer within five (5) school days after the occurrence of the event or when the teacher should have had knowledge of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this manner, the following formal grievance procedure shall apply.

Section 3: FIRST STEP. Any grievance that is not settled as set forth in Section 2 of this Article or those grievances submitted by the Association shall be submitted in writing on grievance form (Appendix F) to the Principal of the school in which the grievance arises. All grievances shall state the facts upon which they are based, when they occurred, and shall be signed by the teacher who is filing the grievance or any officer of the Association when the Association files the grievances and shall be submitted to the Principal within three (3) school days after the informal meeting described in Section 2 above or the occurrence of the event upon which the grievance is based for those matters submitted by the Association. The Principal shall give a written answer to the aggrieved teacher or the Association within two (2) school days after receipt of the written grievance. If the answer is mutually satisfactory, the Grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Principal.

Section 4: SECOND STEP: If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the Grievant and/or his Association representative or representatives shall notify the Superintendent in writing, within three (3) school days after receipt of the Principal's First Step answer of the desire to appeal. If such written request is made, the Superintendent or his designee shall meet with the Grievant and/or the Association representative or representatives within five (5) school days to consider the grievance. The Superintendent shall give a written answer to the aggrieved teacher and/or his Association representative or representatives within five (5) school days after the date of this meeting. If the answer is mutually satisfactory, the Grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Superintendent.

Section 5: THIRD STEP. If the grievance has not been settled in the Second Step, and if it is to be appealed to the Third Step, the Grievant and/or his Association Representative or representatives shall notify the Superintendent in writing within five (5) school days after receipt of the Superintendent's Second Step answer of the desire to appeal. If such request is made, the grievance shall be reviewed at a meeting of the Board or its designated representative, the Superintendent, the Grievant and/or the Association representative or representatives within ten (10) school days after receipt by the Superintendent of the notice of the desire to appeal. A written answer shall be given by the Board's representative to the aggrieved teacher and the Association representative within fifteen (15) school days after the date of the Third Step meeting.

- Section 6: FOURTH STEP. If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with its Arbitration Rules, providing such submission is made within fifteen (15) calendar days after receipt by the Association of the Board of Education's Third Step answer. (It is also agreed that no appeal will be made to arbitration by an individual teacher unless the Association grants written approval for this appeal.) If the grievance has not been submitted to arbitration within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, delete from, or otherwise modify provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions and the arbitrator's decision shall be binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Association. The arbitrator shall have no power to rule upon matters removed from his jurisdiction by this Agreement or upon the content of an evaluation.
- Section 7: Grievances which are not filed or appealed within the time limit specified in the above grievance procedure shall be considered to be withdrawn by the Grievant and/or Association.
- Section 8: The presentation and discussions of grievances provided for in this Article shall take place outside the regular school hours, except during the first two (2) steps of this procedure (Sections 3 and 4 of this Article), which will be held during school hours so long as all persons involved could so meet without interference with their assigned duties.
- Section 9: In the event grievances filed under this Article shall not be satisfactorily settled during the school year, they shall continue after the end of the school year with the week days Monday through Friday being as if they were school days in determining the remedies set forth above.
- Section 10: The teacher shall, at their request, be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquencies in professional performance. 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, provided that such representative shall make himself available during the course of that school day.
- Section 11: Time limits set forth under this Article may be extended by written agreement between the parties.

ARTICLE IX TEACHING CONDITIONS

Section 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. 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.

Section 2: The pupil-teacher ratio is an important aspect of an effective educational program and therefore the parties agree that the class size should be appropriate as determined by the Board of Education.

- (a) When the number of students assigned to a kindergarten, first, second, third, ~~or~~ fourth, or fifth grade teacher is thirty (30) or more as of the first official fall state count day of school, the Board determines the best strategy to address this issue. This may include, but is not limited to hiring additional instructional staff or classroom instructional aides.
- (b) When the number of students assigned to teachers in the Middle School and High School results in having sections with thirty-three (33) or more (except study hall, music, or P.E.) as of the official fall count, the Board determines the best strategy to address this issue. This may include, but is not limited to hiring additional instructional staff or classroom instructional aides.

Section 3: The Board and Association agree to work together within the framework of the Mutual Concerns Committee (see Article XV) to resolve problems which might have a harmful effect on the educational program, the students, the morale, or the working conditions of the teaching staff.

ARTICLE X PROFESSIONAL DEVELOPMENT

Section 1: In recognition of the rapidly expanding field of knowledge in the education profession, the parties hereby agree that the organization and planning of professional development activities for teachers may be delegated to the building level School Improvement Teams.

ARTICLE XI PROTECTION OF TEACHERS

Section 1: The Board recognizes the teacher's authority and effectiveness in his classroom is enhanced by Administration backing and support. When a pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Administration will take a direct interest in the case and take steps to refer the pupil involved to special services.

Section 2: Any case of a threat or an assault upon a teacher while performing in his duties as a classroom teacher (to include extra duty assignments) shall be promptly reported in writing to the Administration.

- (a) If a teacher is injured as a result of said assault, recovery for injury or lost time shall be under Workers' Compensation (if a compensable injury exists under that statute or under sick leave (if Workers' Compensation benefits are denied). In no event shall a teacher receive both Workers' Compensation and sick leave for the same injury, except as provided in (a) (2) below.
- (1) In the event it becomes necessary for a teacher to testify in a court of law or at a deposition as a result of said assault, such time shall not be charged against a teacher's personal leave but may be granted without loss of pay, provided his presence in the courtroom or at the deposition is pursuant to subpoena.
 - (2) In the event the teacher is receiving Workers' Compensation benefits as a result of said assault or other work-related disability, the Board of Education will pay the difference between the teacher's weekly take home salary and the weekly benefit paid by Workers' Compensation for a period not to exceed the current school year. This differential shall be deducted from the teacher's accumulated sick leave. Provided, however, that a teacher shall have the right to elect to waive receipt of differential payments deducted from sick leave under this provision.
 - (3) It is further agreed, for purposes of Section 354 of the Workers' Disability Compensation Act, that the exchange of a sick day (or part thereof) in return for the payment of a salary differential by the school district, constitutes a direct contribution to this Plan by the teacher which precludes differential salary payment pursuant to Section 354(b) of the Workers' Disability Compensation Act, MCLA 418.354.

Should said contribution by an employee be held by any court or administrative agency of competent jurisdiction to be an "offset" against benefits to be received by said employee under the Act, the Board shall not be required to pay the additional wage amounts charged to employee accumulated sick leave as provided for above.

- (b) The Board of Education shall reimburse a teacher for any loss, damage or destruction of clothing or other personal property, not to exceed Two Hundred Dollars (\$200) as a result of said assault.

Section 3: No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is reported in writing to the teacher within ten (10) school days of the date of the complaint.

Section 4: Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the school district. The Board shall provide comprehensive liability insurance protection for all teachers in its employ, with limits of \$500,000 for a single injury, \$1,000,000 for single occurrence, and \$100,000 for the property of third parties, against damages arising out of the negligence of any teacher while acting within the scope of his duties as such, subject to the exclusions contained in such policy. The Board shall continue to carry Workers' Compensation insurance coverage for all teachers in the manner required by the Laws of Michigan. Insurance carriers are to be selected by the Board.

ARTICLE XII PROFESSIONAL COMPENSATION AND FRINGE BENEFITS

- Section 1: The salary schedules for all certified personnel are set forth and attached hereto as Appendix A.
- Section 2: Insurance benefits are listed in Appendix D.
- Section 3: Experience - Other Schools. Credit for experience may be given to a person having taught in accredited public or private schools up to a maximum of ten (10) years providing this experience was within the fifteen (15) year period immediately prior to teaching in Decatur.
- Section 4: Experience - Military. Credit for experience shall be as required by law.
- Section 5: Additional Education. A sum of One Hundred Fifty Dollars (\$150) per semester hour will be paid for the additional education successfully completed toward a degree, proper certification, professional improvement in a teacher's area, or any course authorized by the Administration. All reimbursement for continuing education must be pre-approved. Continuing education paid by the District must be in the teacher's highly qualified area (current teaching subject area/certification), an area pre-approved by Administration to achieve a highly qualified certification status in a teaching area as defined by the State of Michigan and No Child Left Behind legislation, or a degree to maintain proper certification at the discretion of the Board beginning with July 1, 2008. Reimbursement under this section is limited to six (6) semester hours per fiscal year per teacher. Reimbursement for classes will be paid after the course work is completed and documentation has been provided to the District office. There is a lifetime maximum tuition reimbursement of \$3000, beginning with the 06-07 contract.
- Section 6: Master's Salary Schedule Increments. Upon successful completion of all requirements of a Master's degree, a teacher shall be placed on the-appropriate step of the-Master's degree salary schedule, effective at the beginning of the semester following the presentation of an official transcript that states the Master's Degree has been awarded as well as the stated major to Administration. The appropriate step shall reflect current position; years of teaching and/or credit granted in accordance with Section 3 above (see Appendix A, Section 3 and the form in Appendix G).

ARTICLE XIII LEAVES

A. PAID - PROFESSIONAL AND PERSONAL BUSINESS

For the purposes of paragraph "A" Article XIII, "Immediate Family" shall be defined as spouse, mother, father, step-mother, step-father, children, step-children, brother, sister, aunt, uncle, grandparents, grandchildren, niece and nephew, parents-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law, except when applying FMLA at which time the FMLA definitions of "Immediate Family" apply.

Section 1: Sick leave policies for teachers shall consist of eleven (11) days per year for illness, cumulative to one hundred and forty (140) days. Six of the 11 sick days shall be granted at the beginning of each year, the remaining five sick days will be granted at the beginning of second semester. A doctor's statement may be requested for approval by the Administration. If such statement is requested by the Board, the Board shall pay for such examination, provided the teacher shall be examined by a doctor of the Board's selection.

Section 2: Sick leave use shall normally be limited to personal illness. However, a teacher may use up to ten (10) days per year of his accumulated sick leave for the care of members of the teacher's immediate family for which other adult supervision cannot be arranged.

Section 3: Bereavement Leave - a teacher shall be allowed a maximum of three (3) days of absence without loss of salary or deduction from accumulated sick leave or personal business leave, upon the death of a member of the immediate family. Up to two (2) additional bereavement leave days may be taken from accumulated sick leave or personal business leave. The teacher must notify the District office. Additional days, up to five, may be granted upon request and upon submitting a written request to and receiving approval from the Superintendent to take care of unusual travel requirements or personal problems in connection with the use of the above bereavement leave. Any additional time granted beyond the three (3) days provided for above, will be taken from accumulated sick leave or personal business leave. If no sick leave or personal business leave is available, bereavement time may be granted without pay.

Section 4: Leave of three (3) days per year shall be allowed for personal business. Prior arrangements must be made at least 72 hours in advance, except in case of emergencies, with the Superintendent or the Building Principal. This leave is not accumulative nor shall it be taken on any day immediately preceding or following any vacation period or holiday, except as approved by the Superintendent. Not more than five (5) teachers shall be absent on personal business at the same time unless it is essential as determined by the Superintendent.

- (a) Leaves taken under this section shall be for the purpose of conducting business which cannot be conducted at a time other than during the school day.
- (b) Unused personal business days shall be added to the teacher's sick leave accumulation at the conclusion of the school year. Such accumulation shall be without restriction to the number of sick leave days which could otherwise be accumulated under Section A (1) of this Article.

Section 5: Jury Duty: A teacher shall be entitled to leave for jury service or to testify in any judicial or administrative matter of a school related nature, provided the teacher is not suing or being sued by the District or testifying on behalf of the Association in a case brought by the Association against the District. The teacher shall be paid her regular compensation, without deduction of leave days. Any compensation received, except mileage, shall be reimbursed to the District.

Section 6: A teacher will not be charged for an absence on an "Act of God" day.

B. UNPAID - PROFESSIONAL AND PERSONAL BUSINESS

Section 1:

- (a) Upon receipt of a written request by a teacher, the Board may grant said teacher a sabbatical leave for professional improvement for a period not to exceed two (2) semesters at any one time provided said teacher has been employed at least seven (7) consecutive years by the Board, and at the end of each additional period of seven (7) or more consecutive years of employment, and further provided that the teacher is holding a permanent, life, ~~or~~ continuing, provisional or professional certificate. Leave requests must address specific professional improvement and include a professional development plan identifying objectives, methods for achieving the objectives, and intended consequences regarding how this professional improvement will benefit the District and the individual's highly qualified status.
- (1) During said sabbatical leave the teacher shall be considered to be in the employ of the Board but shall not receive compensation or insurance benefits, provided that the Board shall not be held liable for death or injury sustained by any teacher while on sabbatical leave.
 - (2) Teachers on sabbatical leave may maintain their bank of accumulated leave credits but not accumulate further credits while on sabbatical leave.
 - (3) Teachers on sabbatical leave may be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations of the Michigan Public School Employees Retirement System.
- (b) In order to return from the sabbatical leave, the teacher must provide the Board of Education with transcripts and/or other proof that the professional development improvement plan was achieved, along with information regarding specific objective achievement and information on how the professional improvement will benefit the District and the individual's highly qualified status. Completion of the professional development improvement plan with evidence must first be approved by the Board of Education prior to the teacher returning to employment. A teacher, upon return from a sabbatical leave shall be restored to a teaching position for which the teacher is certified and highly qualified and the same pay he/she was on immediately before going on sabbatical leave. Said teacher shall be subject to rules and regulations of the Board made pursuant to this Agreement and/or any law.

Section 2:

The Board shall grant to any female teacher a leave of absence for the purpose of childbirth. Such leave shall commence when the teacher is no longer able, in the opinion of her physician, to adequately perform the duties to which she is regularly assigned and shall continue, after the end of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned. The teacher shall have the option of using accumulated sick leave, or taking an unpaid leave with three months of health insurance benefits paid.

In case any dispute as to whether a teacher under this provision is able to adequately perform the duties to which she is regularly assigned, the physician who has treated the teacher throughout the pregnancy shall make the final and binding determination. Provided, however, that upon request by the teacher and approval by the Board, the leave of absence without pay may extend beyond the period of actual disability to the end of the school year in which the teacher commenced such leave of absence and further provided that:

- (a) The reinstatement shall be to a teaching position for which the person is highly qualified.
- (b) The leave may be extended up to a period of two (2) years, by the written request of the teacher.

Section 3: Upon request of a teacher, the Board may grant a leave of absence to a parent for the purpose of child care due to adoption. The teacher shall be reinstated to a teaching position, for which the person is certified and highly qualified upon returning.

Section 4: Each year the Association shall be credited with three (3) days to be used by the Association for Association activities. The Association agrees to notify the Administration no less than five (5) business days in advance of taking such leave and will pay all costs for the member's absence, including the cost of the substitute, including FICA and retirement contribution, if any, and the per diem teacher rate of the absent teacher including FICA, retirement contribution and insurance cost. Administration will provide a breakdown of the costs upon request by the Association. If the Association and Administration, together, regard the activity as beneficial to students, faculty, Administration and/or community, the District will release the Association member at the cost of the substitute only.

Section 5: Leaves of absence for one (1) year may be granted upon request providing the teacher submits such a request no later than July 1 of the year. Teachers on such leave shall not be entitled to any benefits provided under this Agreement nor shall they be entitled to unemployment insurance payments. A teacher on leave under the provisions of this section shall be notified by certified mail to his last known address prior to March 1 of his contractual obligation with respect to return from leave, and will be expected to notify the Superintendent by certified mail no later than April 1, of his intentions regarding his return. Failure to so notify shall be construed as a resignation and shall be cause for termination. The Board may grant leave upon request for periods of less than a full school year at its discretion.

Section 6: Family and Medical Leave Act - To the extent required by the provisions of the federal Family and Medical Leave Act of 1993 (FMLA), any bargaining unit employee shall be granted leave for the purposes and subject to the terms and conditions as provided by the Family and Medical Leave Act of 1993 (FMLA) in all respects.

Section 7: Upon request of the Board, teachers returning from a medical leave shall provide medical certification that they are physically and/or emotionally prepared to teach.

ARTICLE XIV SCHOOL YEAR

Section 1: The school calendar is set forth and attached hereto as Appendix B

Section 2: Teachers shall provide the necessary hours and days of student instruction required by State law for the School District to receive its full state aid revenue for each school year covered by this Agreement without additional compensation.

Teachers shall not be required to report for work and shall be paid when school is closed due to inclement weather or other emergency situations enumerated in Section 101 of the State School Aid Act. In the event that scheduled days/hours are cancelled and need to be made up to qualify for full state aid, the makeup time shall be scheduled at the conclusion of the school year, or at an otherwise mutually agreeable time. Teachers shall not receive any additional compensation for the added time.

ARTICLE XV MUTUAL CONCERNS COMMITTEE

Section 1: The Board recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communications with the Association. Accordingly, it is agreed that representatives of the Board, and Association, (not more than three (3) for each group), will meet monthly (September through May) at mutually agreeable times to discuss matters of mutual concern. In addition, each party may utilize such resource persons, as it deems appropriate for any particular meeting. These meetings shall be held after school hours. At the first meeting of the school year, the representatives will establish rules of procedure for such meetings aimed at making them an efficient means of communications between the parties in such matters.

The Committee shall establish a standing rule requiring each party to submit to the other, a week prior to the meeting, an agenda covering what they wish to discuss, except when otherwise agreed.

Section 2: The parties agree that this Committee shall serve in an advisory, consultative, and fact-finding capacity only and further that nothing shall preclude an individual teacher from making such recommendations and/or inquiries. These Committee meetings are not intended to bypass the grievance procedure.

ARTICLE XVI SENIORITY

Section 1: Definitions:

- (a) “Seniority” shall be defined as continuous service commencing on the date on which the teacher first reported for work in the Decatur Public Schools, but no person may accumulate more credit than the scheduled faculty attendance days as established by the school calendar. Those administrators employed as of November 1, 2000 will be grand-personed and will continue to accrue teacher seniority. All paid leaves plus military service leaves shall be with seniority credit.

Unpaid leaves shall be without seniority credit but a teacher returning from such a leave shall have her previously accumulated seniority restored upon returning to work. Employment as an aide or in another non-certified position shall not be credited with seniority credit under this Agreement. If a regular part-time bargaining unit member works half-time or more on a daily basis, seniority credit shall be the same as that of a full-time teacher. Regularly employed part-time bargaining unit members working less than half-time shall have their seniority pro-rated on the same basis as their wages.

- (b) Each year, prior to December 1, the Superintendent or his designee shall prepare a seniority list and transmit a copy of the same to the President of the Decatur Education Association and post a dated copy in each building. The names of all teachers at the time of preparation of the seniority list shall be listed in order of their seniority, starting with the teacher having the greatest amount of seniority. The seniority list shall also contain: certification, years and days of service, current assignment, academic majors and minors, and whether the teacher has probationary or tenure status. In the event of ties in seniority, all teachers so affected will participate in a formal drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified, in writing, of the date, time, and place of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance. If a member does not appear for the drawing, the president or designee of the D.E.A. shall draw for the member. The Association shall have thirty (30) days from the date of posting to allege any error or discrepancy in the seniority list. Otherwise, the list prepared by the Superintendent shall be conclusive.

ARTICLE XVII MISCELLANEOUS PROVISIONS

- Section 1: This Agreement between the Decatur Board of Education and the Decatur Education Association may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- Section 2: This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- Section 3: 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 provision or application shall be null and void, but all other provisions or applications shall continue in full force and effect.
- Section 4: Copies of this Agreement shall be made at the expense of the School District. A copy shall be e-mailed to all members of the bargaining unit, and a copy of the Agreement will be posted on the teacher server and the District website.
- Section 5: Direct Deposit will be used for all wages. Teachers will be allowed deposit into a maximum of three financial institutions of the teacher's choice.
- (a) Financial Services are offered through the Michigan Retirement Investment Consortium (MRIC).
- Section 6: The Board agrees to pay the teachers in equal amounts to be paid every other Friday. The teachers will also have the option of being paid in 21 or 26 equal payments.
- Section 7: This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration, or additions only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- Section 8: The Association agrees that during the term of this Agreement neither it nor the employees shall authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act 336, as amended by Public Act 379. Nor shall the Board engage in any lockout as prohibited by law.
- Section 9: A mentor teacher program will be provided at Decatur Public Schools. Probationary teachers will be provided a mentor teacher during the first year of their probation. During subsequent probationary years, probationary teachers may be provided with a mentor teacher (and will be provided with a mentor teacher if the probationary teacher is still in the first three years of a classroom teaching assignment pursuant to Section 1526 of the Revised School Code). Mentors will be

paid an additional 2% of the beginning base salary. If the assignment as a mentor ends after one semester, the stipend may be prorated. Mentors may be required to attend a training session not to exceed one day, at the same rate per hour as defined for curriculum work in Appendix C, if the training session is in addition to the contracted school year. First year probationary teachers will be required to attend training as part of their first year contract. Probationary teachers, with assigned mentors, which are in their second or third year of teaching, may be required to attend a training session not to exceed one day and will receive the same rate per hour as the mentor teacher if the training session is in addition to the contracted school year. As a part of this training, the building principal or District office Administration will discuss the duties and expectations of the mentor program with the mentor. Mentors will help probationary teachers prepare lesson plans, prepare for other teaching duties, adjust to the school system, and assist in other appropriate ways. A mentor and probationary teacher will jointly develop a meeting “plan” at the beginning of the school year. This plan will be submitted to the building principal. During the year, the mentor will keep a written log of meetings and discussions with the probationary teacher and the building principal about the mentor assignment. The log will include, at a minimum, dates, times, and a brief summary of topics discussed. The building principal may request a copy of the log or ask to see the log at any time. However, the mentor teacher program will not be included in the evaluation process.

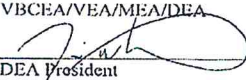
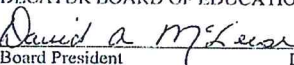

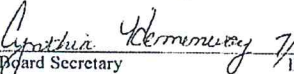

Section 10: An Emergency Manager appointed by law is authorized to reject, modify, or terminate this Agreement as provided by law.

ARTICLE XVII DURATION OF THE AGREEMENT

ARTICLE XVII DURATION OF THE AGREEMENT

ARTICLE XVII DURATION OF THE AGREEMENT

This Agreement shall be effective upon ratification by the parties and shall expire on June 30, 2016, unless extended by mutual written agreement. In witness thereof the parties hereto have caused this Agreement to be signed by their respective representatives.

VBCEA/VEA/MIEA/DEA		DECATUR BOARD OF EDUCATION
	7-13-2015	
DEA President	Date	Board President
	7-13-15	
DEA Negotiations Team Member	Date	Board Secretary
	7/17/2015	
VBCEA Representative	Date	

APPENDIX A SALARY SCHEDULE

Section 1: For each school year, the salary schedule shall apply as attached.

Section 2: For earning 15 semester hours after the BA or 15 semester hours after the MA, the salary schedules will be increased an additional Three Hundred (\$300.00). This sum is to be paid effective at the beginning of the semester following completion of a request form and presentation of evidence to the District Business Office that the class has been successfully completed. A copy of the request form is attached as Appendix G.

Section 3: Lane movement will be granted at the start of a school year or mid-year. Completion of Appendix G with proper documentation must be submitted prior to first day of school for students and/or the first day of second semester for students.

Section 4: Each school year an additional longevity amount will be added to the salary of a staff member based on experience earned in Decatur or transferred into Decatur at the time of original employment. This longevity amount will be as follows:

Fourteen (14) –Fifteen (15) BA and		
Fifteen (15) MA yrs. of service	=	\$550
Sixteen (16) Nineteen (19) years of service	=	\$1,050
Twenty (20) – Twenty-Four (24) years of service	=	\$1,700
Twenty-Five (25) years or more of service	=	\$2,500

Section 5: Retirement Severance Pay

Teachers who have served the Decatur Public Schools as certified teachers in the bargaining unit for a period of ten (10) years or more on a full-time equivalency basis, upon retirement from teaching from the Decatur Public Schools pursuant to the Michigan Public School Employees Retirement System, shall receive an amount equal to twenty percent (20%) of their most recent prorated per diem rate of pay for each unused accumulated sick leave day.

SALARY SCHEDULE 2015-2016

Decatur Education Association

Teachers eligible for steps will move one step for the 2015-2016 school year, teachers will receive longevity based on years of service and lane movement according to Appendix A, Sections 2, 3, 4.

<u>STEP</u>	<u>BA</u>	<u>MA</u>
1	\$32,766	\$35,508
2	\$34,451	\$37,321
3	\$36,115	\$39,132
4	\$37,799	\$40,851
5	\$39,489	\$42,750
6	\$41,178	\$44,560
7	\$42,864	\$46,371
8	\$44,554	\$48,179
9	\$46,237	\$49,989
10	\$47,929	\$51,799
11	\$49,615	\$53,611
12	\$51,698	\$55,420
13	\$53,780	\$57,670
14		\$59,920

Teachers completing National Board Certification and filing all the appropriate paperwork and evidence of completion will receive a one-time \$1000 bonus.

APPENDIX B CALENDARS

Decatur Public Schools CALENDAR 2015-2016

August 26 & 27, 2015	All Teachers Professional Development
August 31, 2015	First Day of School for students
September 4, 2015	No School for students and staff
September 7, 2015	Labor Day, No School for students and staff
September 21-22	CBD Professional Development, All Teachers
	No School for Students all day
October 19-20, 2015	CBD Professional Development for Teachers
	No School for Students all day
November 2-3, 2015	CBD Professional Development for Teachers
	No School for Students all day
November 6, 2015	1/2 Day All Students (Records Day), students dismissed at 11:30
	End of First Marking Period (42 days)
November 12, 2015	1/2 Day All Students, students dismissed at 11:30
	K-12 Conferences Noon-4:00 p.m., 5:00-8:00 p.m.
November 25-27, 2015	No School – Thanksgiving Break
Dec 21, 2015 – Jan 1, 2016	Holiday Break
January 4, 2016	School Resumes
January 29, 2016	1/2 Day for Students (Records Day), students dismissed at 11:30
	End of Second Marking Period (47 days)
February 4, 2016	1/2 Day All Students (students dismissed at 11:30)
	K-12 Conferences Noon-4:00 p.m., 5:00-8:00 p.m.
February 26 & 29, 2016	Mid-Winter Break, no school for students and staff
March 25, 2016	No School (Good Friday)
April 1, 2016	1/2 Day for Students (Records Day), students dismissed at 11:30
	End of Third Marking Period (42 days)
April 4-8, 2016	Spring Break
April 11, 2016	School Resumes
April 15, 2016	1/2 Day All Students, students dismissed at 11:30
	K-12 Conferences Noon-4:00 p.m., 5:00-8:00 p.m.
May 30, 2016	No School – Memorial Day
June 10, 2016	1/2 Day All Students, PM Exams/ students dismissed 11:30 (Teacher Work Day in afternoon)
	End of Fourth Marking Period (44 days)

175 Student Days

183 Teacher Days

Open House will be scheduled August 27, 2015 from 5-7 p.m. at Davis and 6-8 at the Middle School and High School.

Three (3) optional Middle School professional development days will occur during the "CBD" days (to be determined).

**Decatur Public Schools
(If Bond doesn't pass)
CALENDAR 2015-2016**

<p>August 26, 2015 August 31-Sept. 1, 2015 September 7, 2015 October 7, 2015</p>	<p>Teacher Professional Development Teachers Professional Development Labor Day, No School for students and staff 1/2 day for students, 1/2 day in PM for Professional Development, Students dismissed at 11:30</p>
<p>November 6, 2015</p>	<p>1/2 Day All Students (Records Day), students dismissed at 11:30</p>
<p>November 12, 2015</p>	<p>End of First Marking Period (44 days) 1/2 Day All Students, students dismissed at 11:30 K-12 Conferences Noon-4:00 p.m., 5:00-8:00 p.m.</p>
<p>November 25-27, 2015</p>	<p>No School – Thanksgiving Break</p>
<p>December 2, 2015</p>	<p>1/2 day for students, 1/2 day in PM for Professional Development, Students dismissed at 11:30</p>
<p>Dec 21, 2015 – Jan 1, 2016</p>	<p>Holiday Break</p>
<p>January 4, 2016</p>	<p>School Resumes</p>
<p>January 29, 2016</p>	<p>1/2 Day for Students (Records Day), students dismissed at 11:30</p>
<p>February 4, 2016</p>	<p>End of Second Marking Period (47 days) 1/2 Day All Students (students dismissed at 11:30) K-12 Conferences Noon-4:00 p.m., 5:00-8:00 p.m.</p>
<p>February 26 & 29, 2016</p>	<p>Mid-Winter Break, no school for students and staff</p>
<p>March 2, 2016</p>	<p>No School for Students, All Teachers attend Professional Development</p>
<p>March 25, 2016</p>	<p>No School (Good Friday)</p>
<p>April 1, 2016</p>	<p>1/2 Day for Students (Records Day), students dismissed at 11:30</p>
<p>April 4-8, 2016</p>	<p>End of Third Marking Period (41 days) Spring Break</p>
<p>April 11, 2016</p>	<p>School Resumes</p>
<p>April 15, 2016</p>	<p>1/2 Day All Students, students dismissed at 11:30 K-12 Conferences Noon-4:00 p.m., 5:00-8:00 p.m.</p>
<p>May 30, 2016</p>	<p>No School – Memorial Day</p>
<p>June 9, 2016</p>	<p>1/2 Day All Students, PM Exams/ students dismissed 11:30 (Teacher Work Day in afternoon)</p>
<p>June 10, 13-14, 2016</p>	<p>End of Fourth Marking Period (43 days) Professional Development for Teachers (Optional for MS Teachers)</p>

175 Student Days

183 Teacher Days

Open House will be scheduled September 1, 2015 from 5-7 p.m. at Davis and 6-8 at the Middle School and High School.

APPENDIX C SPECIAL SERVICES

<u>Section 1:</u>	Drama/Dramatics	5.8% B.A. Base
	MS Science Olympiad (When not a teaching assign.)	2.4% B.A. Base
	H.S. Yearbook Advisor (When not a teaching assign.)	3.4% B.A. Base
	HS Science Olympiad (When not a teaching assign.)	2.4% B.A. Base
	K-12 Vertical Team Representatives (Math, Science, Social Studies, ELA)	1.0% B.A. Base
	School Improvement Chairs	1.0% B.A. Base
	9 th Grade Advisor	1.0% B.A. Base
	10 th , 11th & 12th Grade Advisor	2.0% B.A. Base
	Elementary Student Council Advisor	2.0% B.A. Base
	Middle School Student Council Advisor	3.0% B.A. Base
	High School Student Council Advisor	3.5% B.A. Base
	R.A.P.P. Advisor	1.0% B.A. Base
	National Honor Society	3.0% B.A. Base
	Band Director	10.0% B.A. Base
	Additional Club/Activity (Board approved)	1.0% B.A. Base
	Girls on the Run (one individual at this rate)	1% B.A. Base
	Wednesday School	\$18.00 per Hour
	Scheduled Tutoring	\$20.00 per Hour
	Summer School	\$20.00 per Hour
	(Summer Recreation, H.S. Completion, and Elementary Program)	
	Homebound Instruction	\$20.00 per Hour + Mileage
	Administratively Assigned Curriculum Work Beyond Regular Teaching Day	\$20.00 per Hour

Advisors who take their teams (clubs) to the recognized state championship competition for that team (club) will receive an additional \$100.00.

All Appendix C vacancies shall be posted each year.

APPENDIX D INSURANCE

Section 1: Effective July 1, 2012, the Board shall contribute no more than the “hard cap” amounts pursuant to Public Act 152 of 2011 for medical/health insurance coverage only (not including LTD, Dental, Negotiated Life and Vision). All bargaining unit members will be responsible for paying any amount over the hard cap amounts.

Effective the first of the month following Board ratification, all employees will also contribute 15% of the cost for the Life, Vision, Dental and LTD insurance coverages.

All amounts which an employee must pay for insurance coverage will be automatically payroll deducted.

Medical Choices:

PAK A

MESSA Choices IN Deductible \$300/\$600 IN Copay (OV/UC/ER) \$20/\$25/\$50 Saver RX	Life: \$20,000 Life with AD&D	Vision: VSP-3	Dental: 80/80/80:\$1,000 annual maximum 80: \$1,000 lifetime maximum 2 cleanings per year no adult orthodontics
LTD: 50% max. eligible salary \$5,000 Monthly Maximum 90 Calendar-Day Straight Wait Alcoholism/Drug Waiver (2 yr limit)		2 Year Own Occupation 5% Minimum Payout Pre-Existing limits waived Freeze on Offsets	

PAK B

Non-Medical with cash option:		
Life:	Vision:	Dental:
\$20,000 Life with AD&D	VSP-3	80/80/80:\$1,000 annual maximum 80: \$1,000 lifetime maximum 2 cleanings per year no adult orthodontics
LTD: 50% max. eligible salary \$5,000 Monthly Maximum 90 Calendar-Day Straight Wait Mental Health/Nervous Waiver (2 yr limit)		2 Year Own Occupation 5% Minimum Payout Pre-Existing limits waived No survivor income

PAK C

MESSA Choices IN Deductible \$200/\$400 IN Copay (OV/UC/ER) \$10/\$25/\$50 Saver RX	Life: \$20,000 Life with AD&D	Vision: VSP-3	Dental: 80/80/80:\$1,000 annual maximum 80: \$1,000 lifetime maximum 2 cleanings per year no adult orthodontics
LTD: 50% max. eligible salary \$5,000 Monthly Maximum 90 Calendar-Day Straight Wait Alcoholism/Drug Waiver (2 yr limit)		2 Year Own Occupation 5% Minimum Payout Pre-Existing limits waived Freeze on Offsets	

PAK D

MESSA Choices IN Deductible \$500/\$1000 IN Copay (OV/UC/ER) \$10/\$25/\$50 Rx \$10/\$20	Life: \$20,000 Life with AD&D	Vision: VSP-3	Dental: 80/80/80:\$1,000 annual maximum 80: \$1,000 lifetime maximum 2 cleanings per year no adult orthodontics
LTD: 50% max. eligible salary \$5,000 Monthly Maximum 90 Calendar-Day Straight Wait Alcoholism/Drug Waiver (2 yr limit)		2 Year Own Occupation 5% Minimum Payout Pre-Existing limits waived Freeze on Offsets	

PAK E

MESSA ABC Plan 1 IN Deductible \$1300 (Single) \$2600(2-Person/Family) IN Copay - None ABC Rx	Life: \$20,000 Life with AD&D	Vision: VSP-2	Dental: 80/80/80:\$1,000 annual maximum 80: \$1,000 lifetime maximum 2 cleanings per year no adult orthodontics
LTD: 50% max. eligible salary \$5,000 Monthly Maximum 90 Calendar-Day Straight Wait Alcoholism/Drug Waiver (2 yr limit)		2 Year Own Occupation 5% Minimum Payout Pre-Existing limits waived Freeze on Offsets	

Section 2: Benefits provided under the insurance programs established under Section 1 herein shall be those as outlined, unless otherwise negotiated and/or agreed to by the parties.

Section 3: Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board on her behalf for failure to comply with this paragraph.

Section 4: The Board will adopt a Cafeteria Plan which complies with Section 125 of the Internal Revenue Code. The Cafeteria Plan is intended not to change any benefits except as required by Section 125.

(a) The Cafeteria Plan will provide a cash option in lieu of Medical Health coverage.

(b) Effective the first of the month following Board ratification, the amount of the cash option shall not exceed \$500.00.

Section 5: Discussion of alternative insurance carrier to be held.

Section 6: A teacher with less than a full-time assignment shall be provided prorated insurance benefits according to the proportion of his assignment to a full-time assignment and any amount owing by the teacher will be automatically payroll deducted.

APPENDIX E ATHLETIC PAY SCHEDULE

Compensation for coaching a sport is to be calculated by applying the designated percentage to the B.A. beginning base salary. Current (2010-2011) DEA member coaches and assistant coaches, already receiving compensation based on percent and years of experience will be grandfathered to continue to receive compensation in the coaching position held in 2010-2011 by applying the percentages listed below to their years of experience on the 2011-12 B.A. salary schedule up to step 13. For non-DEA members beginning a coaching position in the 2007-2008 school year and thereafter, compensation for coaching a sport is to be calculated by applying the designated percentage to the B.A. beginning base salary.

<u>SPORT</u>		<u>PERCENTAGE</u>
Baseball	Varsity	8
	Varsity Assistant	5
	J.V.	6
Boys' Basketball	Varsity	9
	Varsity Assistant	5
	J.V.	7
	Freshmen	5
	8th Grade	4
	7th Grade	4
Girls' Basketball	Varsity	9
	Varsity Assistant	5
	J.V.	7
	Freshmen	5
	8th Grade	4
	7th Grade	4
Cheerleading	Varsity	3 per season
	J.V.	2 per season
	7-8 Grades	1 per season
Football	Varsity	9
	Varsity Assistant	7
	Varsity Assistant	5
	J.V.	7
	J.V. Assistant	7
	Jr. High	4
	Jr. High	4
	Jr. High	4
	Jr. High Assistant	4
Softball	Varsity	8
	Varsity Assistant	5
	J.V.	6

Track	Boys' Varsity	8
	Girls' Varsity	8
	Jr. High	3
Volleyball	Varsity	9
	Varsity Assistant	5
	J.V.	7
	Freshmen	5
	8th Grade	3
	7th Grade	3
Wrestling	Varsity	9
	Varsity Assistant	5
	Jr. High	3
Elementary Basketball		3.5
Cross Country	Varsity	6

APPENDIX F GRIEVANCE REPORT FORM

Grievance # _____

GRIEVANCE REPORT

Distribution of Form

- (1) Superintendent
- (2) Principal
- (3) Association
- (4) Teacher

Submit to Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

Date Cause of Grievance Occurred _____

(1) Facts giving rise to the alleged violation:

(2) Provisions of Agreement allegedly violated:

(3) Relief Sought:

Attach additional sheet to this form if more space is needed.

APPENDIX F - Page 2

In the event of two or more Grievants, each must sign this form:

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Disposition by Principal: _____

Signature Date

Position of Grievant and/or Association: _____

Signature Date

Disposition of Superintendent: _____

Signature

Date

Position of Grievant and/or Association: _____

Signature

Date

Disposition of Board: _____

Signature

Date

Position of Grievant and/or Association: _____

Signature

Date

APPENDIX G CHANGE OF PAY REQUEST

I have completed requirements for additional pay or advancement on the salary schedule as a result of the following:

_____ earning 15 semester hours after the BA

_____ completion of a Master's Degree

_____ earning 15 semester hours after the MA

Teacher (print)

Signature

Date

Documentation: An official transcript must be attached and if earning a degree provide the major/minor either on the transcript or on an official letter from the school.

Office Use Only

Documentation provided:

Verified by: _____


Date: _____

TEACHER EVALUATION

The school district will adhere to the requirements of The Revised School Code, 380.1249 Performance Evaluation System; 380.1250 Compensation including job performance and accomplishments as factors; and 388.1694a Center for Educational Performance and Information – the teacher identifier system.

VBCEA /DEA

DECATUR BOARD OF EDUCATION

 11-15-13
DEA President Date

Cristin White 11-15-13
DEA Negotiations Team Member Date

 11-21-13
VBCEA Representative Date

David McLeese 11-11-13
Board President Date

Cynthia Hemmenway 11-18-13
Board Secretary Date

CONTRACT ADDENDUM PRIORITY SCHOOLS

Contract Addendum

Priority Schools

2014-2017

Decatur Education Association/VBCEA/MEA shall expire at 12:00 midnight on June 30, 2017, and the amended articles will revert to the most recent successor agreement.

Because Davis Elementary and Decatur High School are designated as Priority Schools by the Michigan Department of Education, the Decatur Board of Education, (hereinafter, "Board") and the Decatur Education Association, (hereinafter, "Association") have agreed to amend the following sections of the Master Agreement as reflected below commencing, June 1, 2014

Changes only apply to the section specified, all other sections or parts thereof, of the referenced article, remain as is in the Master Agreement.

Article IV: Teaching Hours

Section 1: The teacher's day starts at 7:45 a.m. and ends at 3:15 p.m. on a regular school day. The day shall be scheduled by Administration.

Start of Instructional Day: 7:50

End of Instructional Day: 3:10

Article V: Teaching Loads

Section 1: The normal weekly teaching load of a teacher in the High School and Middle School will be twenty-five (25) teaching periods and five (5) unassigned preparation periods, and an assignment to an intervention time period. Teachers at elementary will have five (5) forty (40) minute unassigned periods each week. For the purposes of this section the term "unassigned" shall mean that there shall be no regularly scheduled supervision of students. These times are specifically to be used for instructional preparation or related activities. Teachers shall, on occasion, be expected to be available for parent conferences, student assistance, administrative meetings, and other duties as required on an irregular basis as outlined above provided that appropriate notice is given.

ARTICLE X PROFESSIONAL DEVELOPMENT

Section 1: In recognition of the rapidly expanding field of knowledge in the education profession, the parties hereby agree that the organization and planning of professional development activities for teachers may be delegated to the building level School Improvement Teams and shall include Professional Development consistent with the Davis Elementary Priority School Plan, the Decatur High School Priority School Plan, and the Davis, High School and Middle School SI Plans. In addition to the five days of professional development already required by the Michigan Department of Education, teachers shall also be required to participate in the following professional development as outlined below beginning with the 2013-2014 school year. Teachers assigned to Decatur Middle School (full time at Middle School and not shared at either the Elementary or High School level), which is not a Priority School, shall have the option of attending the additional days of professional development. If the Middle School should be designated Priority status, attendance by middle school teachers shall be reconsidered.

2013-2014 3 days of PD (not compulsory, defined for these PD days relating to the Priority School Plans occurring outside the teacher contract year only, as six (6) hours per day) in June + 1 day iPad training (not compulsory). Teachers receive a Personal iPad if attending ALL days (no exceptions) and pick it up on 4th day. Or, The teacher may opt to receive instead of an iPad, a \$300 stipend to attend all (no exceptions) of the first three Professional Development days in this series.

2014-2015 5 days of PD (defined for the PD days relating to these Priority School Plans occurring outside the teacher contract year only, as six (6) hours per day) A \$500 Stipend for each teacher who attends ALL five days (no exceptions) of Professional Development will be awarded.

2015-2016 3 days of PD (defined for the PD days relating to these Priority School Plans occurring outside the teacher contract year only, as six (6) hours per day). A \$300 Stipend for each teacher who attends ALL three days (no exceptions) of Professional Development will be awarded.

2016-2017 2 days of PD (defined for the PD days relating to these Priority School Plan occurring outside the teacher contract year only, as six (6) hours per day). A \$200 Stipend for each teacher who attends ALL two days (no exceptions) of Professional Development will be awarded.

Article XV SCHOOL YEAR

Section 2: Amended as follows: Teachers shall not be required to report for work and shall be paid when school is closed due to inclement weather or other emergency situations enumerated in Section 101 of the State School Aid Act. Teachers shall work on the re-scheduled make up days with no additional compensation.

All teachers (K-12) will be eligible for the Reward Process outlined in the two priority school plans:

SGO Believe, Achieve, Succeed Award

Teachers set Student Growth Outcomes (SGO) and reach the goal of at least 85% of all the teachers' students reaching their SGOs.

Definition of SGO: A student growth objective is a measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students. Student learning objectives illustrate a teacher's impact on student learning as demonstrated by a summative assessment for example, but not limited to (NWEA, USATestPrep, etc).

Each SGO includes:

- The baseline and trend data
- The student population or sample included in the objective
- The period of time covered by the SGO
- The standards the SGO will align with
- The assessments that will be used to measure student progress
- The expected student growth
- The rationale for the expected student growth

Benefits of using SGOs

The SGO process reinforces best teaching practices and encourages educators to ensure that their students will be college and career ready. Teachers using best practices already follow an informal SGO process. They set goals for their students, use data to assess student progress and adjust their instruction based upon that progress. Thus, the SGO process provides teachers with ways to formalize their teaching practice, give input on how student learning will be measured and how they will be evaluated.

Documentation of Growth: Teachers will use building/MDE approved assessments to document growth.

Supports: Specific professional development and PLCs on student learning objectives and establishing appropriate growth. Instructional coach support is provided to teachers to establish SGOs, differentiating instruction, implementing interventions and use of assessment data to establish and track student progress monthly throughout the time period from September 30 through May 30 of any given school year. The principal conferences with the instructional coach and teacher to approve all SGO plans. This support is provided yearly to all staff to implement SGOs.

Criteria for award: 85% of the teacher's students made growth SGOs as demonstrated by summative assessments.

Reward and Ceremony: Teacher Wall of Excellence and Student Achievement – teacher picture with all students is placed in prominent location. Timeline: Sets Student Learning Outcomes (SGO) by the end of September and evaluates student's progress on SGOs to see if criteria is met by May 30. Award ceremony for the celebration of the teacher's successes; review of what they did and how that improved their student's achievement + up to \$500 for classroom instructional material/PD/Field Trip aligned with curriculum, iPad or other device +apps, professional membership, or other instructional support of the teacher's choice.

SGO Mid-Year Award Program

Same SGO process above.

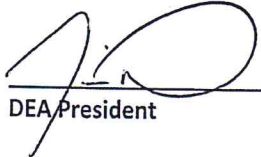
At mid-year 85% of students is half way to meeting end of year SGO.

Reward: up to \$250

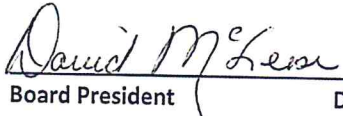
- Classroom grant for instructional materials
- Professional Conference
- Professional Membership or online membership
- Newspaper article

Decatur Education Association

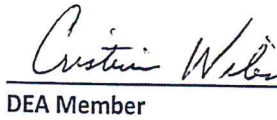
Decatur Board of Education




DEA President 5-1-14
Date




Board President 4-21-14
Date



DEA Member 5-5-14
Date



Board Secretary 4-21-14
Date



VBCEA Representative 4/29/14
Date