

MASTER AGREEMENT

between the

Dansville Board of Education

and the

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

3
July 1, 2015 – June 30, 2016



TABLE OF CONTENTS

	Preamble.....	2
ARTICLE 1	Recognition.....	2
ARTICLE 2	Board Rights	3
ARTICLE 3	Teacher Rights	4
ARTICLE 4	Professional Compensation and Contracts.....	4
ARTICLE 5	Teaching Hours.....	6
ARTICLE 6	Teaching Conditions	9
ARTICLE 7	Vacancies	11
ARTICLE 8	Leave Policy.....	11
ARTICLE 9	Discipline and Mentorship.....	19
ARTICLE 10	Protection of Teachers	21
ARTICLE 11	Negotiation Procedures.....	22
ARTICLE 12	Grievance Procedures	23
ARTICLE 13	Strike Prohibition.....	27
ARTICLE 14	Professional Development	27
ARTICLE 15	Layoff and Recall.....	28
ARTICLE 16	Duration	31
APPENDIX A	2015 – 2016 Salary Schedule.....	32
APPENDIX B	Supplementary Pay Schedule.....	33
APPENDIX C	Fringe – Insurance Benefits	35
APPENDIX D	2015-2016 School Calendar.....	39

EDUCATION ASSOCIATION AGREEMENT

PREAMBLE

This Agreement is entered into July 1, 2015, by and between the Board of Education of the Dansville Schools, (the "Board") and the Ingham Clinton Education Association (ICEA), and the Dansville Education Association (the "Association").

WITNESSETH

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

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

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

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, MCL 423.201 et seq., to bargain with the Association as the representative to its teaching personnel with respect to hours, wages, terms, and conditions of employment; and

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

ARTICLE 1

Recognition

- A. The Board recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of the Michigan Public Employment Relations Act, MCL 423.211, for all professional personnel on contract with the Dansville Schools, but excluding supervisory and executive personnel, office, and clerical personnel and upon notice to the Association, teachers instructing off-site Michigan Virtual University courses until June 30, 2016. Teachers who are employed in the same position as long-term substitutes shall become members of the bargaining unit upon the sixty-first (61st) day of their employment. Instructional staff positions that may not necessarily be teaching positions, such as Speech and Language Pathologist, High School Counselor or other professionals, who pay membership dues, are members of the bargaining unit and therefore are afforded all the rights and regulations of the Agreement except in matters related to teacher tenure.

B. The Board shall provide to the Association the following information for new bargaining unit employees by October 1 annually or within thirty (30) days of hire, whichever occurs first:

1. Name
2. Home address
3. Personal contact phone number
4. Work e-mail address
5. Building assignment

The above information is provided to the Association for the sole purpose of enabling it to perform its duties as the exclusive representative of employees in this bargaining unit. The Association will use the information disclosed only for that purpose and will use reasonable diligence in safeguarding information as to the employee's home address and personal contact phone number from disclosure to any other persons or entities.

ARTICLE 2

Board Rights

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

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees during the working day.
2. To hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, of their dismissal or demotion; and promote and transfer all such employees.
3. To establish grade levels and courses of instruction, including special programs, and to provide such student activities, including athletic, recreational, academic and social events, as deemed necessary or advisable by the Board.
4. To decide upon the curriculum, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, and the adoption of policies, rules, regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and the laws of the State of Michigan, and the Constitution and the laws of the United States.

ARTICLE 3
Teacher Rights

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

ARTICLE 4
Professional Compensation and Contracts

- A. The salaries of teachers are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for the years covered by this Agreement. Teachers who are continually employed shall advance only one (1) step increment over the past year, if the increment is available.
- B.
 - 1. The salary schedule is based upon a normal yearly teaching load as described in Appendix D, "School Calendar," and Article 5, "Teaching Hours," and other sections of this Agreement. The school year will be governed by the calendar, Appendix D. For extra work, the teacher will be entitled to appropriate additional professional compensation in accordance with Appendix B of this Agreement.

2. Teachers working longer than the established school year (e.g., guidance counselor) shall be compensated at their daily rate of pay.
- C. A teacher engaged during the school day on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary or loss of leave days if no other time can be found. The Association shall pay for substitute and the employee's retirement.
 - D. At the beginning of each school year, the Association shall be credited with ten (10) days to be used by officers or agents of the Association at the discretion of the Association. The purpose of these days is to permit teachers to attend meetings and workshops for the direct benefit of our staff. They agree to notify the Board at least forty-eight (48) hours in advance of the meeting they wish to attend. Substitute pay shall be paid to the Board by the Association at the regular substitute pay rate and the employee's retirement. These are not to be business days of those attending.
 - E. Teachers who are called for unavoidable jury duty shall be compensated the difference between the regular daily teaching pay and the daily pay received for the performance of such civic obligations. Those days shall not be charged to sick leave or personal business leave. If the employee is released before the end of the work day, the employee shall contact the principal to see if he/she should return to work.
 - F. All part-time teachers shall be eligible for pro-rated salary and benefits computed as described in this section. Salary and benefits shall be computed as a pro-rata fraction of the appropriate full-time salary and benefits, based on the number of minutes of daily duty time worked by the part-time teacher as compared to the number of minutes of daily duty time worked by a full-time teacher at the same level. "Duty Time" shall include both classroom instruction time and non-instructional working time during the duty day (such as 'prep periods', passing time and time on site before and after the student day).
 1. For High School/Middle School teachers, the fraction used for computation of salary and benefits will be the number of teaching periods worked by the part-time teacher divided by the number of teaching periods worked by a full-time teacher (excluding 'prep periods' in both instances). Such teachers will then be assigned to a reporting/dismissal/prep time schedule which will accumulate to the same pro-rata percentage of a full-time teacher's daily non-instructional duty time, to the extent practical (in terms of curricular schedules).
 2. For elementary teachers working less than full time, their pay and benefits will be prorated in accordance with the amount of student contact time of a full-time teacher.

ARTICLE 5
Teaching Hours

- A. 1. All teachers report: Ten (10) minutes prior to student contact time and remain for ten (10) minutes after student contact time. Students will not be released to go to their classes earlier than seven (7) minutes prior to the start of school. Student contact time shall include all on-duty preparation and conference time.
2. Exceptions for leaving early are to be restricted to emergency situations or those of an unusual nature. Teachers must receive permission from the administration.
- B. All teachers shall be entitled to a duty-free lunch period, in no event less than thirty (30) minutes. However, this time period shall include five (5) minutes passing time for elementary teachers.
- C. The normal weekly teaching load shall include at least five (5) unassigned preparation or conference periods. This period will vary in length and frequency from high school to elementary. It is understood that the conference period will be utilized for parent or child conferences, preparation of lessons, counseling, tutoring, and other official school business. The unassigned preparation or conference periods will occur during the regular student day.
1. In addition to the thirty (30) minute duty-free lunch each elementary teacher will receive a minimum of two hundred fifty (250) minutes per week of unassigned preparation and conference time, including at least 20 minutes per day. Otherwise, classroom teachers may use the time at which their classrooms are provided special subject instruction from another certificated teacher as preparation time.
2. At the middle school and high school, the maximum student/teacher contact time per day shall be no more than a weekly average (utilizing a regular five (5) day week) of 300 minutes. Included as part of the student/teacher contact time shall be any time a teacher is responsible for the supervision of students excluding passing time. The middle and high school may deviate from the above, with the approval of the Board of Education, if a majority of middle or high school faculty and the building principal agree to a revised schedule that does not exceed the minutes of instructional time per day, on an average weekly or monthly schedule. In accordance with paragraph F and H of this Article, the above is subject to change in order to receive full state aid from the State of Michigan.
- D. Elementary teachers may be relieved from scoring and recording standardized tests. They shall do the recording on students' records.
- E. 1. A schedule shall be set up for regular teachers' meetings to be held monthly, which all teachers shall be required to attend. Principals or the Superintendent may call meetings for smaller groups of teachers, beyond the school day, when necessary. The principals shall provide the teachers with an agenda at least twenty-four (24) hours in advance of the meeting.

2. The paragraph above does not include professional development meetings.

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

- a. K
1-5
6-12

20 students
for
auditors
know they need to
know the level of
what subject not
messing with
4/11/16
New assignment
being

- b. At the beginning of each semester, in no case shall core academic class size exceed thirty two (32) at the 6-12 level, 29 at the 2-5 level or 27 at the K-1 level unless the teacher grants an exception at their discretion. Class sizes of twenty eight (28) shall serve as a guide in secondary schools with the exception of activity classes such as physical education, band, chorus, advisory, etc.
- c. The Board of Education will provide some assistance to any teacher, upon request, grades K-2 whose enrollment exceeds the figures in 1a above as follows:
- K-2 teachers in need of an aide will receive an aide for a minimum of 3.45 hours each day if there are two sections in the grade level and 2.23 hours each day if there are three sections in a grade level, with the intention of one grade level sharing an aide.
 - In the unlikely event that kindergarten numbers reach 25-27 per classroom, each classroom will have its own aide.
 - The teacher is to work out with the Administration and other teachers who may be sharing the same aide a fair and reasonable schedule of most critical times.
 - The Board of Education will consider assistance when any 1st – 5th grade teacher deems there is need for additional support. Factors taken into consideration will include, but are not limited to: assignment of a special education aide in the classroom and their ability to assist, direct assistance during instructional periods, the time of the year, and the number of students with special needs. If the principal rejects the request for assistance by the teacher, the principal will provide a written explanation of the situation.
- d. Notwithstanding the numbers above, the District will pay for a temporary substitute aide to assist in each kindergarten classroom that exceeds the figure in 1a. above (20) in a classroom. The hours and duration of this position will be negotiated between the Association and the Board. Considerations include: assignment of a special education aide in the classroom and their ability to assist, direct assistance during instructional periods, the time of the year, and the number of students with special needs.
- e. At the end of September and then monthly thereafter for Kindergarten, the Association and administration will confer and consider either a permanent half-time or full-time aide if it is deemed necessary by both parties.

2. The class sizes suggested above in 1a. are offered as desirable levels and are subject to modification for educational purposes, such as avoidance of split-grade classes or half-day classes, specialized or experimental instruction, improvement of instructional methods, changes in enrollment or any other valid reason. If the above numbers are exceeded, the principal will explain the situation to the teacher(s) involved.
 3. It is agreed that the provisions regarding class size shall be considered. Expectation of higher student performance is the rationale for consideration of class size guidelines. Smaller class sizes will lead to higher student performance.
 4. Teachers and building principals shall cooperatively distribute the children by grades and/or classrooms. Students with special needs along with other factors shall be considered in making class assignments.
- L. All high school professional personnel will be expected to attend graduation ceremonies, except as approved by the Administration.
- M. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdown, or health conditions as defined by the city, county, or state authorities, may be rescheduled in the discretion of the Board of Education to ensure that there are a minimum number of days of actual student instruction as established by the State of Michigan is met. Teachers shall receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

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

Total annual salary is based upon the number of days and hours found in this Article and Appendix D regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Teachers will be paid an additional per diem rate only for any days which they are required to work as part of the regular school year.

ARTICLE 6

Teaching Conditions

- A. The Board shall make available restroom and lavatory facilities for teachers use only and a room appropriately furnished and ventilated which shall be used as a faculty lounge and study room.

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

Spanish III and Spanish IV

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

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

- D. Teachers, Administrators, and Board Members will treat each other respectfully. Workplace bullying is unacceptable and will not be tolerated under any circumstances. Workplace bullying is any behavior that harms, intimidates, offends, degrades, or humiliates an employee. Any reports of workplace bullying will be treated seriously and investigated promptly, confidentially, and impartially by the Administration. Disciplinary action will be taken against anyone who engages in workplace bullying. Discipline may or may not involve a warning, transfer, counseling, demotion or dismissal, depending on the circumstance.
- E. The Administration permits the employment of qualified relatives of employees, or the employee's household, or immediate family, as long as such employment does not, in the opinion of the Administration, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first, cousin, corresponding in-law, "step" relation, or any member of the employee's household. The Administration will use sound judgment concerning related employees in accordance with the following guidelines:
1. Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same building, provided no directed reporting or

supervisor to subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.

2. Related employees may have no influence over wages, hours, benefits, career progress, tenure, and other terms and conditions of the other related staff member.
3. Employees who marry while employed, or become part of the same household are treated in accordance with these guidelines. That is, if in the opinion of the Administration, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time.

ARTICLE 7

Vacancies

- A. A vacancy shall be defined as when a new teaching position is created or when a teaching position is vacated by an employee who has resigned or otherwise been terminated. Positions eliminated by Board action shall not be considered vacancies.
- B. Any teacher may apply for any vacancy in either a bargaining unit position or an administrative position.
- C. In filling bargaining unit vacancies, the Board agrees to give due weight to the professional background of all applicants.
- D. It will be the responsibility of the Association to keep the Superintendent informed as to the current mailing address of its President.
- E. The Board and the Association recognize that involuntary transfers of bargaining unit employees not covered by the Teachers' Tenure Act may be necessary to implement the provisions of layoff and recall.

ARTICLE 8

Leave Policy

A. Family and Medical Leave Act

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

1. due to the birth of the employee's child in order to care for the child;
2. due to the placement of a child with the employee for adoption or foster care;

3. to care for the employee's spouse, child, or parent who has a serious health condition; or
4. due to a serious health condition that renders the employee incapable of performing the function of his or her job.

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

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

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

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

- B. **Maternity Leave:** A teacher may use his/her sick days to extend a maternity leave for a maximum of 10 school days beyond a doctor's release date. The teacher may have the option to use the extended days on an intermittent or reduced schedule if agreed upon by both parties in writing.

Should the extended period as described above occur during summer recess, the teacher will be granted the same 10 day use of sick day extension at the beginning of the new school year.

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

1. Sick leave shall be granted for and include personal illness or physical disability of the employee. The purpose of sick leave is to cover the period of illness or physical disability.
2. Sick leave days may also be utilized for illness in the immediate family. Immediate family is defined as relatives living in the same household as the employee and the employee's parents and parents-in-law, children and grandchildren.

3. Any teacher who willfully abuses, misrepresents, or otherwise violates use of sick leave may be subject to disciplinary action such as loss of accumulated sick leave, docking of pay, or in cases of repeated violations, dismissal.
 4. A teacher unable to report for duty because of illness or emergency shall, when possible, call the AESOP System in accordance with the established rules and procedures.
 5. It is the custom and practice of the District to grant sick leave and business days to teachers at the beginning of the school year. Leave days are earned by being in attendance for the full work year. Days given in advance will be deducted if the employee does not perform the attendance requirement. A fraction of a day will not be deducted for any employee, if the full attendance requirement is not met.
 6. To accommodate DEA members who are on maternity or medical leave during scheduled district professional development days, the administration and DEA agree that DEA members on medical or maternity leave will not be charged for sick or personal days for their absences on district scheduled professional development days if:
 - a. the DEA member contacts his/her building administrator prior to the scheduled PD day to communicate about the absence (or potential absence).
 - b. the DEA member is responsible for seeking out additional administrator approved professional development to make up for the hours missed.
 7. As it relates to the handling of snow days, it is agreed that any personnel who are on maternity or medical leave will receive the same consideration, pay and other benefits as the other DEA members.
 8. Teachers who use 3 or fewer sick days per school year will earn a bonus of \$300 payable the last payroll date in June of each school year.
- D. **Retirement Sick Day Payout:** Provided written notice of retirement is submitted by the teacher to the Superintendent on or before March 1 of the school year of retirement, the teacher will be eligible for one-half (1/2) day's pay for each unused sick day up to a maximum of seventy (70) days. Otherwise, at retirement, the teacher will be eligible for one-half (1/2) a day's pay for each unused sick day up to a maximum of fifty-five (55). (Retirement is as defined by the Michigan Public School Employees' Retirement System.) The March 1 deadline may be extended if agreed upon by both parties.
- E. **Sick Leave Bank:** The sick leave bank is a cooperative project between the Board and the professional staff of the Dansville Schools.

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

1. Eligibility – Each newly-hired teacher will donate one full day to the sick bank. All teachers, as defined by the Agreement, will participate in the sick leave bank. A teacher must teach at least ½ of the school day to be eligible to draw on the sick bank.
2. Donation of Days – When the number of days in the sick bank drops below ten (10) days, more days may be requested by a majority vote of the DEA membership. The number of days donated will be limited to a maximum of one (1) day per year per teacher.
3. Administration – The DEA Executive Board will make determinations regarding requests for up to ten (10) extended sick leave days.

An additional ten (10) days may be granted by the Executive Board in rare exceptional circumstances.

4. Chairperson - The DEA Secretary will be responsible for dispensing request forms for sick bank leave. The DEA Secretary will forward completed request forms to the appropriate body. The DEA Secretary will be responsible for the record keeping of the sick bank.
5. Limits – All teachers will be eligible to receive up to ten (10) days of extended sick leave upon approval of the DEA Executive Board. A special meeting of the DEA Executive Board can be called at the President's request.

Requests for more than ten (10) days shall be submitted to the DEA membership at a regular monthly meeting. A two-thirds (2/3) majority vote is required for approval. A teacher's request for leave may not exceed thirty (30) days in any school year. In case of pregnancy, the request for days will be submitted after the birth.

6. Procedure
 - a. The teacher shall obtain a request form from the DEA Secretary.
 - b. The teacher shall complete the form and have it signed by a physician.
 - c. The teacher shall return the form to the DEA Secretary and will forward it to the DEA President.
 - d. The DEA President will report the decision to the teacher.
 - e. Before receiving extended leave days, the teacher will sign a repayment agreement with the DEA.
 - f. The DEA president will submit written notification to the Superintendent's office for administration action.
7. Teachers who borrow from the bank will sign an agreement with the DEA for repayment. Repayment will start at the beginning of the following school year. Repayment shall be at the rate of at least five (5) days per year until all days are paid.

In the event that a teacher leaves the District before repayment is complete, the teacher will reimburse the District an amount equal to the number of non-reimbursed days, times his/her daily rate of pay at the time the days were borrowed. Upon receipt of repayment from the teacher, the Board shall return the sick leave days borrowed by the teacher to the bank.

8. The Association agrees that the sick bank is vested in control of the Association as established herein and, therefore, not subject to the grievance procedure. The Association holds the Board harmless for actions of the sick bank committee.

F. **Business Leave:** The parties agree there may be personal conditions or circumstances, which may require teacher absenteeism for other reasons than mentioned in this Agreement. The Board agrees that such leave shall not exceed three (3) days per school year. The Board further agrees that these days shall accumulate into the teacher's sick leave accumulation if unused. These days which will not be deducted from sick leave, and are not to be accumulated, may be used under the following conditions:

1. This leave shall be used only to conduct personal business.
2. Teachers desiring to use such leave shall request in writing to the principal at least 24 hours in advance of the anticipated absence, provided the teacher has found an acceptable substitute, except in cases not anticipated, in such case, the teacher shall apply as soon as possible. The general reason, unless extremely confidential, shall be briefly explained on the request. The Administrator shall respond to such request as soon as possible.
3. It is understood such leave shall not be used for extending recesses (Winter/Spring) or granted for the first or last day of the school year nor on the first working day preceding or the day following a recess period or holiday, except as approved by the Administration.
4. With the exception of the first day of school, members may use one of their personal days for the purpose of extending winter or spring recess. The use of personal days in this manner will be limited to 2 teachers at the HS, 1 teachers at the MS and 3 teachers at the elementary school.
 - a. The first submission request for personal day use to extend winter or spring recess must be submitted by September 30th of each year by the interested teachers.
 - b. If there are more applicants than there are openings, a lottery will be conducted by the building principal and a union representative.
 - c. If additional openings remain, teachers may submit a request by January 15th with a second lottery held as needed.

5. An employee who has accumulated over seventy-five (75) days of compensable leave as of June 30 of any contract year, shall be entitled to an additional one (1) day over and above those stated in paragraph D, of this Article, in the following contract year.
- G. **Bereavement Leave:** Teachers shall be granted up to five (5) days bereavement leave for the death of a family member. Family member shall be defined as spouse, child, parents, brother, sister, grandparents, parents in-law, son-in-law and daughter-in-law, grandchildren, step-child, step-parents, step-brother, step-sister, step-grandparents, step-grandchildren, grandparents-in-law, brother-in-law, sister-in-law or other first generation relative or first generation relative of a spouse. Up to three (3) days shall be granted in the death of a person living in the same household, other relative, or any special circumstance approved by the administration. If additional days are needed, as in the death of a spouse or child, this time would be charged to sick leave. If a teacher was required to represent the faculty at a funeral, bereavement time would be used.
- H. **Child Care Leave:**
1. The Board shall grant a child care leave for up to (1) one year. The Board will re-employ all teachers at the end of this one (1) year child care leave in the same or comparable position.

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

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

more senior bargaining unit member not covered by the Teachers' Tenure Act shall retain incumbent building rights and the junior bargaining unit member not covered by the Teachers' Tenure Act shall be displaced.

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

ARTICLE 9
Discipline and Mentorship

- A. It shall be the responsibility of the Administration to reprimand bargaining unit members not covered by the Teachers' Tenure Act who are in violation of this Agreement and/or the policies and procedures of the Board of Education, and take whatever action is necessary to resolve the violation.
- B. All reprimands for bargaining unit members not covered by the Teachers' Tenure Act should be handled on an individual basis between teacher and administrator.
- C. Upon request, a bargaining unit member not covered by the Teachers' Tenure Act teacher shall be entitled to have an Association representative (designated by the Association) present during all formal evaluations, warnings, or reprimands (formal defined as a conference where the bargaining unit member not covered by the Teachers' Tenure Act will be receiving written notification) and for all suspension, reduction in rank, or discharge. It is the responsibility of the bargaining unit member not covered by the Teachers' Tenure Act to secure an Association representative as soon as possible. If no representative is available, the meeting will be postponed until the following day. The Association shall have a representative available the following day.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10
Protection of Teachers

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

- E. Teachers are prohibited from the use of corporal punishment as defined in section 1312 of the Revised School Code MCL 380.1312 and will use only reasonable physical force with a student in accordance with the provision of section 1312 of the Revised School Code, MCL 380.1312. The Board shall annually provide teachers with a copy of the School Code provision and the policies and directives of the Board pertaining to the use of reasonable physical force to maintain discipline. Any revisions or modifications shall be promptly provided to all teachers. Communication of this information may be accomplished in the Teachers Handbook or by separate memorandum.

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

ARTICLE 11

Negotiation Procedures

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

ARTICLE 12
Grievance Procedure

- A. A claim by a teacher that there has been a violation, misinterpretation, or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided. Such grievance shall be submitted to the following grievance procedure, with the exception of matters covered by the Michigan Teachers' Tenure Act.
- B. The number of days indicated at each step of the Grievance Procedure should be considered as maximum and every effort should be made to expedite the grievance process. Any time may be extended by mutual consent.
- C. The failure of a grievant to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- D. The failure of an administrator to communicate the decision to the teacher within the specified time limits shall permit the teacher and/or Association to proceed to the next step in the Grievance Procedure.
- E. In the handling and processing of a grievance, the following procedure shall apply:

Level One - A teacher believing to have been wronged by an alleged violation of the express provisions of this contract shall within fifteen (15) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two. Written grievances as required herein shall contain the following:

- 1. It shall be signed by the grievant(s) or a representative of the Association;
- 2. It shall be specific;
- 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
- 4. It shall cite the section or subsections of this contract alleged to have been violated;
- 5. It shall contain the date of the alleged violation; and
- 6. It shall specify the relief requested.

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

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board shall allow the teacher or the Association Representative an opportunity to be heard at the meeting for which the grievance was scheduled. This scheduling is to be within one (1) month of submission of grievance to the Board. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one (1) or more of its members to hold future hearings therein or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

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

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

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

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

1. The arbitrator has no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. The arbitrator shall have no power to rule on any of the following:
 - (a) The termination of services or failure to re-employ any probationary teacher. The termination of a probationary teacher shall be governed by the requirements of the Michigan Teachers' Tenure Act for non-renewal of probationary teachers and according to the procedure set forth in Article IX Section E of this Agreement.
 - (b) The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
 3. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 4. In the event that a case is appealed to an arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 5. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association, subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
 6.
 - (a) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation received from any source of a like nature during the period of the back pay.
 - (b) No decision in any case shall require a retroactive wage adjustment in any other case unless previously agreed to by the parties.
 7. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 8. More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- G. The cost of arbitrator shall be borne by the non-prevailing party, except each party shall assume its own cost for representation including any expense of witnesses.

H. Miscellaneous

1. A grievance may be withdrawn at any step without prejudice.
2. The Association shall have the right to initiate a grievance involving the right of a teacher(s) unless the Association is requested in writing not to initiate the grievance by the teacher(s).
3. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
4. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association Representative is to be at their assigned duty stations.
5. All time limits in the grievance procedure shall refer to working days.
6. No grievance shall be filed for or by any teacher after the effective date of their resignation.
7. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this Agreement.
8. If any teacher has a grievance regarding any condition of employment covered by the Michigan Teachers' Tenure Act, such grievance shall be dealt with exclusively through the provisions of said Act and the established procedures thereof.
9. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.
10. In the event the alleged grievance involves an order, requirements, etc., the grievant shall fulfill or carry out such order or requirements, etc., pending the final decision of the grievance.
11. Mass grievances on the same subject shall be handled by the Board as one grievance and the answer directed to the Association Representatives.
12. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the Board; provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Board is not inconsistent with the terms of this Agreement and shall not establish precedent.

ARTICLE 13
Strike Prohibition

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

ARTICLE 14
Professional Development

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

4. A committee shall consist of two (2) teachers per building selected by mutual agreement with the Association and the Administration and the Association and the building principals shall be the members of the DSIT and will determine topics and activities for the staff development time. The Superintendent shall be an ad-hoc member of the committee. The Curriculum Director shall chair the DSIT. The committee may add other faculty or other resources as desired.
 5. The DSIT may devise activities and topics for the entire faculty or it may segment the faculty for activities and topics for homogenous groups of teachers.
- C. Subject to administrative approval, any teacher may have, in addition to the sick leave, additional days to attend conferences in their field; in most cases not to exceed two (2) days per year. Arrangements must be made two (2) days in advance of the conference.
- D. Professional Conferences: Teachers shall be reimbursed for travel (at the IRS rate per mile), lodging, if necessary, and registration fees for attendance at professional conferences if approved in advance by the administration. Reimbursement under this provision shall not exceed the budget allocation for this purpose.

ARTICLE 15 **Layoff and Recall**

- A. In the event of a reduction in bargaining unit members not covered by the Teachers' Tenure Act, the order of the reduction shall be:
1. Probationary bargaining unit members not covered by the Teachers' Tenure Act shall be laid off first. A probationary bargaining unit member not covered by the Teachers' Tenure Act shall not be laid off unless there is a bargaining unit member not covered by the Teachers' Tenure Act who is certified, qualified, and available to perform the duties of the position the probationary bargaining unit member not covered by the Teachers' Tenure Act is vacating, or unless the position that the probationary bargaining unit member not covered by the Teachers' Tenure Act is vacating is being eliminated altogether.
 2. If the reduction of bargaining unit members not covered by the Teachers' Tenure Act is still necessary, then bargaining unit member not covered by the Teachers' Tenure Act in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this Section shall be made in the inverse order of seniority, i.e. those with the least seniority are to be laid off first. For the purpose of this Article, "seniority" is defined to mean the amount of time an individual is continuously employed within the District. Such seniority shall be measured from the first day of employment scheduled on the job.

Should there be a tie in employment dates of bargaining unit member not covered by the Teachers' Tenure Act scheduled for layoff, the bargaining unit member not

covered by the Teachers' Tenure Act retained of those tied shall be the person with the greatest experience in the position(s) remaining, whether such position(s) are created by exercising a necessary bump or assuming a scheduled position. If a tie in employment continues to exist, then lay-offs will be determined by the last four digits of social security numbers, with the lowest number avoiding the lay-off.

3. The Board will provide a current seniority list by October of each year. The Association and the Superintendent agree to meet and establish a seniority rank number, from greatest to least, for such a list. Within twenty (20) days of providing the list, objections shall be made. Thereafter, the list shall be final and conclusive.

4. "Seniority" shall be credited to administrators only for years of classroom teaching within the Dansville Schools.
5. Should reduction in hours take place, highest seniority bargaining unit members not covered by the Teachers' Tenure Act shall be retained in such a manner and to the extent possible in order to maintain a full contract day or year.
6. Bargaining unit members not covered by the Teachers' Tenure Act involved in layoff will receive at least a sixty (60) day notice of impending layoff. Only in case of extreme financial hardship such as unanticipated loss of revenue causing immediate reductions may such notice be less than sixty (60) days. In any case a thirty (30) day notice will be provided if possible.
7. Approved leaves of absence shall not cause an interruption of continuous seniority; although seniority shall not accrue during leaves. Seniority for laid off teachers shall accrue uninterrupted except that probationary teachers shall not accrue beyond two years while on layoff.
8. If a teacher receives unemployment compensation and is then recalled for his/her regularly scheduled work year, the teacher's salary shall be offset by the unemployment compensation received.

B. Recall Procedures

1. Bargaining unit members not covered by the Teachers' Tenure Act on layoff will have rights to recall for three (3) years after their layoff. After the three (3) year period they will be removed from the recall list.
2. Any bargaining unit member not covered by the Teachers' Tenure Act on layoff shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy. No new bargaining unit members not covered by the Teachers' Tenure Act shall be employed by the Board while there are bargaining unit members not covered by the Teachers' Tenure Act who are laid off unless

there are no laid off Bargaining unit members not covered by the Teachers' Tenure Act with proper certification and qualification to fill any vacancy which may arise.

3. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said bargaining unit member not covered by the Teachers' Tenure Act at his/her last known address. The address as it appears on the Board's records shall be conclusive with layoffs, recall, or other notice to the bargaining unit member not covered by the Teachers' Tenure Act. If a bargaining unit members not covered by the Teachers' Tenure Act fails to report within ten (10) workdays (excluding holiday) or does not indicate a desire to return to the position offered within the time, said bargaining unit member not covered by the Teachers' Tenure Act shall be considered a voluntary quit and shall terminate his/her individual employment contract. If a bargaining unit member not covered by the Teachers' Tenure Act indicates a desire to return within the time limit above and is under contract to another school district, he/she shall have until the end of the semester in which he/she was recalled to return. It is understood that the bargaining unit member not covered by the Teachers' Tenure Act will make every effort to return as soon as possible.
 4. When vacancies occur while bargaining unit members not covered by the Teachers' Tenure Act are on layoff, laid off bargaining unit members not covered by the Teachers' Tenure Act shall, if certified and qualified for the position, be offered the position before any posting. If, however, a position is reinstated that was previously held by a bargaining unit member not covered by the Teachers' Tenure Act that was displaced from the position and that bargaining unit members not covered by the Teachers' Tenure Act is not on layoff, such bargaining unit members not covered by the Teachers' Tenure Act shall have the opportunity to return to the reinstated position if the return does not prevent the recall of a laid off bargaining unit members not covered by the Teachers' Tenure Act.
- C. The individual contract, executed between each teacher and the employer, is subject to the terms and conditions of this Agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.

ARTICLE 16

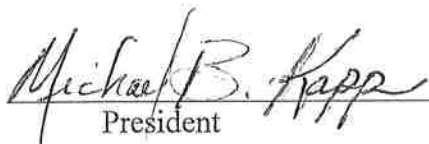
Duration

This Agreement shall become effective on July 1, 2015, and shall continue in effect through June 30, 2016. In witness whereof, the parties have caused this Agreement to be executed by their authorized representatives.

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL 141.1501 et seq., shall have the authority to reject, modify, or terminate the collective bargaining agreement as provided in that Act. This clause is included in this Agreement because it is legally required by State law. The Association reserves all rights to assert that this clause is not enforceable.

BOARD OF EDUCATION

INGHAM CLINTON EDUCATION ASSOCIATION



President



President DEA



Secretary



Secretary DEA

APPENDIX A
Salary Schedules

- A. Teachers shall be paid 26 pays per year for the duration of this Agreement. At the employees' option, a 26-pay employee may elect to receive the balance of their contract prior to the end of the fiscal year. The employee must notify the business office prior to April 15 if they elect to exercise this option.

- B. The administration and the DEA agree to adhere to the current and past hiring practices that allow the district to hire new teachers without granting credit for outside teaching experience in the same field. Teachers may be granted credit up to five (5) years at the discretion of the Superintendent. Anything beyond five years may require board approval in communication with DEA leadership. Determining factors may include, but are not limited to the number of qualified candidates who apply for the position and the crucial nature of the position as determined by the Superintendent.

2015-16 Salary Schedule Dansville

STEP	<u>BA/</u>	<u>BA+/<u></u></u>	<u>MA/</u>	<u>MA+/<u></u></u>
1	35,828	37,086	38,364	39,989
2	37,712	39,160	40,616	42,338
3	39,606	41,337	42,872	44,682
4	41,504	43,308	45,135	47,040
5	43,400	45,385	47,388	49,382
6	45,289	47,449	49,636	51,734
7	47,185	49,530	51,992	54,079
8	49,080	51,589	54,135	56,425
9	50,969	53,670	56,389	59,116
10	53,722	56,653	59,606	62,476
11	53,990	56,936	59,905	62,787
12	54,260	57,220	60,201	63,099
13	54,527	57,500	60,502	63,411
14	54,797	57,786	60,798	63,722
15	55,066	58,068	61,096	64,037
16	55,335	58,352	61,395	64,349
17	55,603	58,636	61,693	64,661
18	55,869	58,919	61,991	64,972
19	56,141	59,203	62,288	65,286
20	56,407	59,484	62,588	65,597
21	56,677	59,769	62,884	65,911
22	56,946	60,050	63,181	66,224
23	57,214	60,335	63,481	66,534
24	57,483	60,619	63,779	66,848
25	57,751	60,901	64,076	67,160
26	58,021	61,184	64,375	67,473
27	58,288	61,468	64,674	67,785
28	58,557	61,752	64,969	68,099
29	58,825	62,034	65,269	68,409
30	59,095	62,317	65,567	68,723
31	59,363	62,601	65,864	69,035
32	59,632	62,884	66,162	69,347
33	59,901	63,168	66,461	69,660
34	60,169	63,451	66,759	69,972
35	60,438	63,733	67,057	70,284
36	60,706	64,017	67,356	70,595
37	60,974	64,301	67,654	70,908
38	61,244	64,585	67,951	71,220
39	61,512	64,866	68,249	71,534
40	61,781	65,150	68,548	71,846

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

APPENDIX B
Supplementary Pay Schedule

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

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

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

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

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

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

Varsity Football	12%
Assistant	9%
JV Football	9%
Assistant	9%
Varsity Basketball	12%
JV Basketball	9%
Freshman Basketball	6%
8th Grade Basketball	4%
7th Grade Basketball	4%
*Ass't MS Basketball	\$700
Wrestling	12%
Assistant	9%
Track	10%
Assistant	9%
M.S. Track	4%
Varsity Baseball	10%
JV Baseball	9%
Varsity Volleyball	12%
Assistant	9%
Freshman Volleyball	6%
M.S. Volleyball (per team)	4%
Ass't M.S. Volleyball	\$700
Softball	10%
JV Softball	9%
Varsity Soccer	12%
JV Soccer	9%
Band	12%
H.S. Color Guard Assistant	1%
H.S. Drumline Assistant	1%
Cheerleading-Varsity (per season)	4%
Cheerleading- JV (per season)	3%
Intramurals	\$14/hour
FFA	6%
Senior Class Sponsor	2%
Senior Class Sponsor w/trip	+4%
Junior Class Sponsor	2%
Combination Room	4%

Yearbook Class Period	4%
M.S. Yearbook	1%
H.S. Science Olympiad	4%
M.S. Science Olympiad	4%
Play Director	8%
Saturday School	\$14/hour
High School Student Council	2%
Middle School Student Council	2%
Quiz Bowl	3%
Elementary Camp Teacher	2.5%
Elementary Camp Director	1.5%
National Honor Society	2%
Mentoring Program Director	2%
Washington DC Trip Director	4%

One International Trip sponsor will add three additional personal days for organizing and supervising the trip. The days will be added in the school year following the trip. Only one of these days may be carried over as a personal day if unused.

Freshman Class Sponsor (total)	\$500
Sophomore Class Sponsor (total)	\$500

Assistant Coaches will be paid a \$500 stipend in lieu of a freeze. Varsity Coaches will determine who shall be paid in each program as follows:

- Football program (2)
- Boys' soccer program (1)
- Girls' soccer program (1)
- Boys' basketball program (1)
- Girls' basketball program (1)
- Wrestling program (1)
- Track program (1)
- Baseball program (1)
- Softball program (1)
- Volleyball program (1)

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

Beginning in the 2014-15 school year, the following Schedule B changes will take effect in addition to the agreed upon changes that began in 2011-12 referenced above, for any employee hired into the district after June 30, 2014:

Varsity Track	9%
Assistant Track	7%
Varsity Baseball	9%
JV Baseball	7%
Varsity Softball	9%
JV Softball	7%
Varsity Soccer	9%
JV Soccer	7%
Cross Country	9%

1. Teachers involved in extra duties assigned by the Administration during the school day, such as substitution in a classroom on their own lesson preparation time, shall be compensated at the rate of \$25.00 per class period at the elementary and middle school. This rate of \$25.00 also applies for substituting for a high school “skinny” class. A teacher who substitutes for a full block class period at the high school will be compensated at a rate of \$30.00 per class period.
2. Teachers involved in extra duty assignments beyond the regular school day, such as selling tickets, chaperoning dances, games, or on buses shall be compensated by the Board, not the sponsoring organization. Teachers will be paid on the next payroll cycle at the rate of \$20.00 for each event.
3. Teachers who supervise students during the lunch period will be compensated at a rate of \$12.50 per lunch period.
4. Positions which are added to the schedule shall be negotiated.

APPENDIX C

Fringe - Insurance Benefits

- I. Effective for the period July 1, 2015 through June 30, 2016 Fringe-Insurance Benefits will be provided as follows:
 - A. Cost and Eligibility for Insurance:
 1. Less than half-time teachers: Teachers assigned to less than half-time (computed on the basis of total daily duty time worked) will be eligible for a

pro-rata Board contribution toward the cost of their health insurance (based upon the same pro-ration formula applied for determination of salary in Article IV.F of this Agreement) provided, that such teacher elects to pay the remainder of the cost amount personally. Less than half-time teachers are not eligible for any cash option in lieu of contribution toward benefit premiums.

2. One-half time or more teachers: Teachers assigned to one-half time or more, but less than full-time (computed on the basis of total daily duty time worked) will be eligible for a pro-rata Board contribution toward the cost of their health insurance (based upon the same pro-ration formula applied for determination of salary in Article 4.F. of this Agreement) provided, that such teacher elects to pay the remainder of the cost amount personally. In the alternative, a one-half time or more (but less than full-time) teacher may elect to waive the pro-rata contribution toward his/her health insurance and instead receive a prorated dollar amount as a “cash option” in the same manner as described in Section C.3. below.
3. Full-time teachers: Full-time teachers are eligible for insurance benefits as outlined in the appendix. As long as the District’s annual contributions for health care costs for bargaining unit members do not exceed the limitations stated within section 3 of the Publicly Funded Health Insurance Contribution Act, MCL §15.561-.569, commencing with July 1, 2015, full-time staff will contribute the following amounts monthly for health care:

Single	\$4.84
2 person	\$11.62
Family	\$14.52

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

C. Coverage:

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

1. Health Insurance

Physicians Health Plan PPO, \$20/\$40/\$80 Rx, \$40 Office Visit, \$200 Emergency Room District funded Health Reimbursement Account for \$5,000/\$10,000 Deductible via Third Party Administrator.

District subsidizing above Office visit copay by an additional \$10, Emergency Room copay by an additional \$125, Outpatient therapy visits, testing and Outpatient rehabilitation services by an additional \$15 and Spinal treatment by an additional \$20.

2. Other Benefits

- **LTD** (66 2/3%, 90 calendar day modified, \$3,000 maximum, Social Security Freeze, Alcoholism/Drug addiction 2 years, mental/nervous same as any other illness)
- **Dental**, Self-Funded through AmeraPlan. Class I, II, III and IV – 80% coverage. Plan Maximum (Class I, II and III Benefits) – \$1,000 per covered person per plan year. Lifetime Maximum (Class IV Benefits) - \$1,300 per covered person per lifetime. Class IV Benefits only to age 19.
- **Vision**, Self Funded through AmeraPlan. Refer to the Summary Plan Description for detailed coverage information.
- **Negotiated Life**,
 - a. \$30,000 with Health Insurance
 - b. \$25,000 without Health Insurance

3. Staff opting to waive health insurance shall receive \$5,335 annually. These staff will still receive all of the benefits listed as “Other Benefits” above.

Staff opting to waive health insurance and dental and vision coverage shall receive \$5,835 annually. The staff will still receive LTD and Negotiated Life coverage.

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

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

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

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

6. Teachers may participate in direct deposit payroll deduction in accordance with the Board of Education payroll procedures.
7. If a bargaining unit member terminates for any reason whatsoever the member shall be entitled to have issued to him/her by the company, without further evidence of insurability, and upon application made to the company within thirty (30) days after termination, and upon the payment of the premium applicable to the class of risk to which he/she belongs and to the form and amount of the policy at his/her then attained age, a policy of life insurance in any one of the forms customarily issued by the company except term insurance, in an amount equal to the amount of his/her protection under the group insurance policy at the time of his/her termination.
8. Changes in family status affecting any of the above insurance policies shall be reported by the employee to the Superintendent's office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
9. The Board agrees to provide the above- mentioned benefit programs within the underwriting rules and regulations set forth by the carriers in the Agreement held by the policyholder.
10. For teachers age 65 that are eligible and enroll for Medicare, the Board will pay the cost of the premium and continue to provide supplementation of Medicare.
11. The Board shall provide the above described insurance program until this collective bargaining contract terminates or the Board and Association agree to make changes based on the bidding process as required by the Public Employees Health Benefit Act (Public Act 106 of 2007) as well as under the Public Employment Relations Act (MCL 423.201 et seq.) or a potential consortium agreement with other school districts.
12. The District has adopted a qualified Section 125 plan that complies with the Internal Revenue Code thereby permitting a bargaining unit member to reduce salary through payroll deduction with pre-tax dollars for the purpose of dependent care and medical expenses including the employee contribution of the health insurance premium.

Dansville Schools 2015-2016 Calendar

Final

August

M	T	W	TH	F	
					0 Student
3	4	5	6	7	0 Teacher
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

September

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

October

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

November

M	T	W	TH	F	
2	3	4	5	6	17.5 Student
9	10	11	12	13	18 Teacher
16	17	18	19	20	
23	24	25	26	27	
30					

December

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

January

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

February

M	T	W	TH	F	
1	2	3	4	5	20 Student
8	9	10	11	12	20 Teacher
15	16	17	18	19	
22	23	24	25	26	
29					

March

M	T	W	TH	F	
					22.5 Student
	1	2	3	4	
7	8	9	10	11	23.0 Teacher
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

April

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

May














M	T	W	TH	F	
					20.5 Student
2	3	4	5	6	21 Teacher
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

June

M	T	W	TH	F	
					7.5 Student
		1	2	3	
6	7	8	9	10	7.5 Teacher
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30		

July

M	T	W	TH	F	
					173.5 Student
					178.5 Teacher
					177 Instruct

-  District-wide Registration Day
-  Professional Development Days - Staff - No Students
-  September 8 - School Starts - Full Day
-  Community Day
-  Half Day PD for Teachers - Students dismissed at 11:30 a.m.
-  Homecoming
-  MS & HS Parent-Teacher Conference
-  Elementary Parent-Teacher Conferences
-  End of M.P. - School in Session
-  MIEM Day
-  No School
-  No School- Holidays and Breaks
-  Last Day for Students 1/2 Day - Students dismissed at 11:45 a.m.

