

MASTER AGREEMENT

BETWEEN

VANDERBILT AREA SCHOOLS
BOARD OF EDUCATION

AND

NORTHERN MICHIGAN
EDUCATION ASSOCIATION

FOR THE

VANDERBILT EDUCATION
ASSOCIATION
N.M.E.A., M.E.A., N.E.A.



2017-2019

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SECTION 1 - BASIC CONTRACTUAL PROVISIONS

SECTION 1.1 - AGREEMENT SECTION

This Agreement entered into this September 1, 2017 by and between the Northern Michigan Education Association, a voluntary organization hereinafter called the "Association", and the Michigan Education Association, hereinafter called the "MEA", affiliates of the National Education Association, hereinafter called the "NEA", and the Vanderbilt Area School, Vanderbilt, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

**NORTHERN MICHIGAN EDUCATION
ASSOCIATION**

**VANDERBILT
BOARD OF EDUCATION**

By _____
NMEA Chairperson

By _____
President

By _____
NMEA Staff Coordinator

By _____
Vice-President

By _____
Chief Spokesperson

By _____
Secretary

By _____
P. N. Committee Member

By _____
Treasurer

By _____
P. N. Committee Member

By _____
Trustee

By _____
Trustee

By _____
Trustee

By _____
Superintendent

Dated: _____

SECTION 1.2 - RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional teaching personnel under contract, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, assistant superintendent, directors of school and community relations, principals, business manager, and titles of any other positions which are supervisory within the meaning of PERA. The term "teacher", when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the bargaining or negotiation unit as above defined.

SECTION 1.3 - WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing quality education for the children of Vanderbilt is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and WHEREAS the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

SECTION 1.4 - EXTENT OF AGREEMENT

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. The Board retains the right to pass school policy which is not in conflict with this contract and that policy shall be binding upon the teachers, provided each teacher is given written notice of said policy.
- B. Any individual contract between the Board and the individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of the Agreement and any individual contract hereafter executed shall expressly be made subject to and consistent with the terms of this Agreement to be executed by the parties.
- C. This Agreement shall supersede any rules, regulations, personnel policies, or

practices of the Board which shall be contrary to or inconsistent with its terms.

- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to Law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect. It is further agreed that within ten (10) calendar days of notification of a final and binding determination of illegality, the Employer and Association will commence negotiations to reach a new Agreement concerning the subject matter of the provision determined to be illegal, with respect to any subject or matter not removed by law from the area of collective bargaining.

SECTION 1.5 - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 2017 and shall continue in effect until August 31, 2019. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period(s) by mutual written agreement of the parties.
- B. Copies of this Agreement shall be printed and presented to all teachers in a manner agreeable to both parties. They shall be distributed to all teachers employed by the Board. Cost of printing will be shared equally by the Association and the Board. Printing is to be completed and available to the Association thirty (30) working days after final ratification by both parties, or within thirty (30) working days after Association and Board representatives have completed the final proof of the contract, whichever occurs last.

SECTION 1.6 - CONTINUITY OF OPERATIONS

- A. During the term of this Agreement, neither the Association nor any person acting in its behalf, nor any individual teacher covered by this contract will cause, authorize or support, nor will any Association members take part in any strike for any purpose whatsoever, i.e.: the concerted failure to report for duty or willful absence of a teacher from his/her position or stoppage of work or abstinence, in whole or in part from the full, faithful and proper performance of the teacher's duties of employment. It is further agreed the Association will not itself--and will not request any other organization to--place a sanction of any form on the Vanderbilt Area School District.
- B. The Association will not support the action of any teacher taken in violation of this Section nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of

his/her contractual duties or who refuses to participate in any of the activities prohibited by this Section.

SECTION 1.7 – ASSOCIATION FEES AND PAYROLL DEDUCTIONS

- A. The Employer shall make a payroll deduction, upon written request from the bargaining unit member, for annuities, credit union, savings bonds, medical and hospitalization insurance, and other plans or programs approved jointly by the Employer and the Association. MEA Financial Services shall be a vendor for 403(b) plans managed by the employer.
- B. All authorizations for payroll deductions will be in the superintendent's office by the first Friday of school.

SECTION 1.8 - GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.
- B. In the event a teacher believes there is a basis for a grievance, s/he will first discuss the alleged grievance with his/her building principal either personally or accompanied by an Association representative, except if the matter being grieved is the result of action taken by the Board or the Superintendent, the grievance may be elevated directly to Step E of this procedure.
- C. A copy of the written grievance shall be delivered to the principal within ten (10) school days from the time the Grievant(s) knew or should have known of the violation. The written grievance shall include:
 - 1. Identification of the Grievant(s).
 - 2. Date cause of grievance occurred.
 - 3. The date on which the grievance is being filed.
 - 4. The grievant's assignment.
 - 5. The facts upon which the grievance is based.
 - 6. Identification, by section(s) and paragraph(s) of the applicable portion of the Agreement allegedly violated, misinterpreted, or misapplied.
 - 7. Relief requested.
 - 8. Signature.
- D. Within five (5) school days of the receipt of the written grievance, the principal shall meet with the Association and Grievant in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.

- E. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) school days of such meeting with the principal, or ten (10) school days from the date of filing the written grievance, whichever shall be later, the grievance shall be transmitted to the superintendent. Within five (5) school days the superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his/her designee or if no disposition has been made within five (5) school days of such meeting or ten (10) school days from the date of filing, whichever shall be later, the grievance may be submitted to arbitration before an impartial arbitrator; however, before such submission is made, the entire grievance shall be reviewed by a committee of Board, Administration, and Association representatives. The purpose of this review is to attempt a satisfactory settlement before the arbitration process is started. If no agreement is reached, the grievance may be submitted to the arbitrator in accordance with the rules of the American Arbitration Association, which shall likewise govern the arbitration proceedings. If a grievance is not delivered to the American Arbitration Association within thirty (30) school days after the decision of the Superintendent, it will be deemed to have been abandoned.
- G. The Board and the Association shall not be permitted to assert in such arbitration proceedings on any grounds or to rely on any evidence not previously disclosed to the other party. The fees and expenses of the arbitrator shall be split by the parties. Both parties agree to be bound by the award of the arbitrator. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws. The arbitrator shall have no power to do the following:
1. S/he shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 2. S/he shall have no power to interpret state or federal law.
 3. S/he shall hear no grievance previously barred from the scope of the grievance procedure.
 4. S/he shall have no power to rule on any matter involving the content of an employee evaluation.
 5. S/he shall have no power or authority to rule on the suspension or discharge of a tenure teacher in those cases where the teacher or Association timely initiated resolution of the issue through the Michigan Teacher Tenure Act.

6. S/he shall have no power or authority to rule on any provision of this Agreement which contains an express exclusion from the grievance procedure.
- H. The time limits provided in this Section shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any school year, it must be settled by (1) the last day of the school year, (2) or by a specified date agreed upon in writing by both parties.
- I. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be retroactive to earlier than thirty (30) days prior to the date on which the grievance is filed.

SECTION 1.9 - NEGOTIATION PROCEDURES

- A. It is recognized that final ratification by a majority of the membership of the Association and the Board is necessary, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.
- B. Negotiations shall be a good faith effort to reach agreement concerning wages, hours, and other terms and conditions of employment. Any agreement so negotiated will apply to teachers as defined in Section 1.2 of this Agreement and shall be reduced to writing and signed by the Board and the Association. It is recognized no final Agreement between the parties may be executed without ratification by the Board and the Association. The Board agrees not to negotiate at any time with any labor organization other than that designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965. The Board further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in salaries or other conditions of employment to become effective during the term of this Agreement. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. This Agreement may be modified in whole or in part by the parties by an instrument in writing duly executed by both parties.

SECTION 1.10 - SENIORITY

- A. Seniority is defined as the length of service within the District as of the teacher's first working day, for full time (six (6) periods and one (1) conference period)

teachers. Seniority for part-time teachers will accrue at a rate in proportion to full time employment. (For example, one-half (1/2) day worked for one (1) year equals one-half (1/2) year of seniority.) The first working day is the first day the teacher is working under the school calendar. In the circumstances of more than one (1) individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. This drawing shall be conducted within the first two (2) weeks of school or within the first two (2) weeks of when the same employment date occurred. The Association and teachers so affected will be notified in writing by the administration, of the date, time and place of the drawing, and method. Such notification shall be delivered to all affected parties at least forty-eight (48) hours in advance of the drawing. Such drawing shall be conducted with representatives of the Association and administration present. If an affected teacher cannot be present for the drawing, s/he will give written notice that s/he is allowing another teacher to draw for him/her, including the name of that teacher. The teacher s/he chooses cannot be part of the tie; ie: drawing for him/herself and the other affected teacher, too.

- B. A teacher shall lose seniority rights if s/he retires, resigns or is discharged for reasons that are not arbitrary nor capricious.
- C. A seniority list shall be published and posted in the building of the district by October 15 of each school year. All bargaining unit members hired after April 1, 1992, shall be ranked on the list in the order of their first work day. Bargaining unit members hired prior to April 1, 1992, shall be ranked as previously published and posted. The Association shall have ten (10) work days to make corrections.

SECTION 2 - EMPLOYMENT RELATIONSHIPS

SECTION 2.1 - VACANCIES, PROMOTIONS AND TRANSFERS

- A. The right of determination of teacher employment and assignment is vested in the Board of Education, or its designated representative as outlined below. Requests by a teacher for a transfer to a different class or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The request shall set forth the reasons for the transfer, the grade or position sought and the applicant's academic qualifications. The decision as to whether the transfer will be made is solely that of the Board.
- B. The Board reserves the right to promote on the basis of its own judgment of qualifications.
- C. A vacancy is defined as any newly created bargaining unit position or a bargaining unit position which is open due to the resignation, retirement, transfer,

reassignment, termination or death of the bargaining unit member. The Board shall determine whether or not to fill a vacancy. A vacancy that is to be filled will be posted for at least five (5) school days on employee bulletin boards. During the summer months, notices of vacancies will be placed in the paycheck envelopes. The Board agrees to give consideration for a vacancy to bargaining unit members.

DEFINITIONS:

Certified: Possessing a provisional, continuing, permanent or professional teaching certificate from the State of Michigan, appropriate to the teaching level.

Qualified: Possessing the appropriate certification as defined above, work experience with this Employer or another Employer (including supervised student teaching experience) in the grade level, certification area, or department of the vacancy of not less than thirty (30) working days, highly qualified where applicable (defined by NCLB) and competency as reflected in the latest evaluation.

SECTION 2.2 - RESIGNATIONS

- A. When a teacher desires to resign during the period of his/her contract, s/he shall file a request with the superintendent at least thirty (30) calendar days in advance in writing stating his/her reasons. The teacher will be notified in writing of the Board's decision within thirty (30) calendar days of the request. The resignation may be accepted by the Board if, in its judgment, the reasons are valid. For any contract not fulfilled without Board approval, the Board will take appropriate action as it sees fit.

SECTION 2.3 - ASSOCIATION RIGHTS

- A. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on the school property according to rules and regulations established for use of facilities by the Board for any community group, provided this shall not interfere with or interrupt normal school operations. Association business, with mutual agreement of the Administration and Association, may be conducted with bargaining unit members on school property during the teacher's contractual working day.
- B. The Association shall have the right to use school facilities and equipment normally available for teachers' use in the school building. Permission from the person in charge of equipment must be obtained before being used. The Association will be responsible for cost of breakage caused by it and materials used.

- C. The Board agrees to furnish the Association with such public information which may be available concerning the financial resources of the District, tentative budgetary requirements and allocations and such information which may be necessary to assist the Association to bargain collectively with the Board with respect to wages, hours and other terms and conditions of employment, together with any information necessary for the Association to process any grievance or complaint. The Association agrees requests for such information will be made in writing through its president or someone designated by him/her and that requests will be made sufficiently in advance of their need so the Board may have ample time to prepare and/or assemble the information. In general, such information will be made available in the form in which it is kept, and the Board will not be required to prepare information in any specific format to meet the needs of the Association. Original records may be examined only at the offices of the Board. The Association shall have the right to use the school building facilities and equipment without rental charge for the purpose of conducting Association business. The Association agrees to abide by the rules and regulations established by the Board for use of school building facilities and equipment. Such equipment shall be audio visual and general office equipment which is normally available for teachers' use. Bulletin boards are now established in the room designated as the faculty lounge and shall be available for the exclusive use of the Association and the Board. Materials posted by the Association shall be in connection with official business of the Association or general education information and shall be signed by the Association Representative. The Association agrees not to use any other school bulletin boards for Association purposes.
- D. Inter-school mail and school mailboxes may be used by the Association to distribute official communications. No teacher shall be prevented from wearing his/her insignia pins or other identification of membership of the Association either on or off school premises.
- E. The Association meetings will be held outside of regular school hours of the teachers, unless approved by the administration.
- F. Before submitting data required to demonstrate adequate yearly progress, the Employer shall provide the Association with an opportunity to review the school-level data, including academic assessment data. If the Association believes that the data is in error for statistical or other substantive reasons, it shall be given the opportunity to provide supporting evidence which shall be considered by the Board.
- G. The Board shall provide a copy to the Association and post in the Teacher Work Room each month a copy of the Board meeting agenda prior to the meeting. The Board shall do the same for the meeting minutes after each Board meeting.

SECTION 2.4 - TEACHER QUALIFICATIONS AND ASSIGNMENTS

Teachers will be assigned within the scope of their teaching certificate, their major or minor fields.

All teachers shall be given written notice of their tentative teaching assignments or schedules for the forthcoming year not later than the end of the present school year. In the event changes in such assignments or schedules are proposed, all teachers affected shall be promptly notified and consulted.

A. Mentor Teachers

1. A mentor teacher shall be as defined in Section 1526 of the School Code and shall perform the duties of a mentor teacher as specified in the code. The mentor teacher shall be a member of the bargaining unit unless there are more mentees than volunteer mentors.
2. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher by the Board. In addition a mentor may be assigned to a tenure teacher for assistance with a new assignment or plan of improvement by the Board. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.
3. A mentor teacher shall be assigned in accordance with the following:
 - a. Bargaining unit member participation as a tenured mentor teacher is encouraged, but shall be voluntary.
 - b. Effort will be made to match bargaining unit member mentor teachers and mentees who work in the same building and have the same area of certification.
 - c. A mentee shall be assigned only one (1) mentor teacher at a time.
 - d. Mentor-Mentee relationships shall be evaluated on a yearly basis and shall be terminated at the request of either party.
4. Because the purpose of the mentor-mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or mentee. Neither the

mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other, except the mentor teacher may make suggestions as to goals that could be included in the mentee teacher's IDP. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher, except in cases involving illegal conduct.

5. Mentees shall be provided with a minimum of fifteen (15) days of Professional Development instruction during their first three (3) years of classroom teaching. Professional Development shall be scheduled within the parameters of the regular work day and work year.
6. A mentor teacher shall make a classroom visitation at least once a month for a minimum of one (1) hour (or one class period) in length for the purpose of observing, assisting, or to otherwise be available to the mentee teacher as assigned. A substitute teacher shall be hired six (6) times each school year to facilitate this visitation for mentor teachers who are members of the bargaining unit.
7. The mentor teacher shall be compensated at a rate shown on Schedule B, one-half (1/2) of this amount will be paid biannually at the end of each semester.
8. The mentee may request and mentor shall be allowed to join mentee in required meetings such as but not limited to IEPs, manifestation hearings, etc.

SECTION 2.5 - PERSONNEL FILES

- A. Upon request, and subject to guidelines of the "Bullard-Plawecki Employee Right to Know Act", a teacher has the right to review the contents of the personnel file maintained in his/her name of all records of the District pertaining to said teacher originating after initial employment, excluding initial references, and to have a representative of the Association accompany him/her in such review. The review shall be made in the presence of the Administrator (or designee) responsible for the safekeeping of these files.
- B. No material, including but not limited to student, parental or school personnel complaints, originating after initial employment will be placed in his/her file unless the teacher has had an opportunity to review the material. Complaints against the teacher shall be put in writing with the names of the complainants, administrative action taken and remedy clearly stated. A teacher may request

that materials over four years old be removed from the personnel file maintained in his/her name. The Superintendent, at his/her sole discretion, may remove such materials and give them to the teacher as long as doing so will not cause the district to violate any State or Federal law or regulation.

- C. The teacher may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If the teacher believes material placed in his/her file is inappropriate or in error, the teacher may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material shall be corrected or expunged from the file.
- D. Written notice shall be provided to a teacher in those cases where the District has received a Freedom of Information Act request for materials from the personnel file maintained in said teacher's name. The Board will endeavor to follow the timelines provided in the act.

SECTION 2.6 - REDUCTION IN PERSONNEL AND RECALL

- A. The Board maintains the sole discretion to reduce or restructure its educational program, curriculum and staff, and the procedures set forth in this section shall be used in laying off of personnel or reducing hours of work.
A teacher shall be given sixty (60) calendar days notice prior to the end of the school year before he/she is laid off, unless there is a financial emergency.
- B. Right of recall shall be limited to three (3) years,. Recall notification will be by certified mail to the employee's last known address. It is the responsibility of the employee to notify the Board of his/her current address. Refusal of an offer from the Board of an equivalent position for which the laid-off teacher is certified, or failure to respond within fifteen (15) calendar days of receipt of a written offer of a position made by the Board shall be cause for termination. Notification of acceptance by the teacher will be in writing, and delivered in person or by certified mail.
- C. All seniority is lost when employment is severed by resignation, retirement or discharge for reasons that are not arbitrary nor capricious. In cases of layoff, bargaining unit members so affected shall retain all seniority accumulated as of the effective date of layoff.

SECTION 2.7 - PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with the written rules, regulations and directions adopted from time to time by the Board or its representatives, which are not inconsistent with the provisions of this Agreement. The rules, regulations

or directions will be publicized to the teachers and will provide reasonable time for adjustment.

- B. A teacher, at all times, shall be entitled to have a representative present of the Association when s/he is being reprimanded, warned, or disciplined. When a request for such representation is made, such representation must be available within forty-eight (48) hours after the request is made.
- C. Teachers displaying inappropriate professional behavior will be reprimanded or disciplined, for reasons that are not arbitrary nor capricious, in a professional and due process manner. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- D. Teachers will be familiar with and abide by contents of the Student Handbook, Board Policy, Teacher's Handbook and any of the official Board publications pertaining to the procedures of the school district so long as it does not conflict with the provisions of this Agreement, and so long as copies of the above policies and publications have been distributed in writing to each new teacher at the beginning of the school year. Any changes or additions will be distributed to each teacher as they occur.

SECTION 2.8 - PROFESSIONAL DEVELOPMENT INSERVICE EDUCATION

- A. Professional Development is an essential element of school improvement. As such it is aligned to the building's School Improvement Plan and is in the jurisdiction of the site-based decision making process pursuant to P.A. 339 of 1993.
- B. The SIP committee of each building will be responsible for writing and submitting to the District, for submission to the State Board in accordance with P. A. 335 of 1993, Section 1525 (3), the Annual Plan in order to obtain Professional Development funds. The required Annual Plan for Professional Development funding will be approved by the bargaining unit prior to submitting it to the Michigan Department of Education.
- C. The building SIP committee shall serve as the comptroller of Professional Development funds and oversee the implementation of the plan for the Professional Development of all non-administrative employees. All expenses pertaining to the implementation of the Professional Development shall be from the Professional Development funds allocated to the buildings. The SIP committee may access additional sources of funding, if it chooses.
- D. All Professional Development training/activities should occur during the Bargaining unit member's contract day.

- E. The building SIP committee will survey the employees each September, plan, organize, conduct, and approve all Professional Development training/activities for all Bargaining unit members. The building SIP committee may appoint subcommittee(s) to assist in the Professional Development Program/Planning.
- F. Upon the request of the SIP committee, each teacher shall be required to participate, without extra pay, in the curriculum study, research and revision committees during the school year, as part of Professional Development and involvement. Arrangements for these curriculum revisions committee meetings shall be made by the SIP committee or their designee. These meetings shall be during the regular school day, and shall not be during inclement weather days, Saturdays, Sundays, or holiday periods. These days shall be entered on the school calendar. If the parties mutually agree to schedule these activities outside of the regular workday/year, participants shall be paid their per diem rate of pay.
- G. The Board agrees to provide, upon application and approval by the superintendent, the necessary funds for teachers who desire to attend one (1) professional conference each year. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. Conference attendance shall be approved by the building SIP committee.
- H. In case of denial for financial reasons by the superintendent, teachers may attend conferences using his/her own funds except for payment of the substitute teacher, which shall be paid by the Board. These days shall be charged as conference time and not personal days.

SECTION 2.9 - RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and express terms of this Agreement.
- B. The Board agrees to enforce, as they pertain to a public school district, the laws of the State of Michigan with specific attention being given to the Michigan School Code and regulations promulgated by the Michigan State Board of Education as pertains to teachers. The Board shall not direct or require a teacher to violate any federal law, state law or state regulation.

- C. Board rights shall include, by way of illustration and not limitation, and limited only by the specific and express terms of this Agreement, the right to:
 - 1. Assign, direct, and discipline its personnel, determine the number of personnel and the scheduling of all the foregoing.
 - 2. Adopt rules and regulations.
 - 3. Determine the qualifications of employees.
 - 4. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, buildings, or other facilities.
- D. The Board has the right to operate the school system efficiently and economically.

SECTION 2.10 - TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts, the Board hereby agrees every teacher of the school shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan or the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in activities of the Association or collective bargaining negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement.
- B. The provisions of this Agreement and wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status. The Association, likewise, will not discriminate as far as the rights of its membership.
- C. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers, regardless of race, creed, sex, marital status, or national origin.
- D. The teachers shall be entitled to full right of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such teacher.

- E. The Association agrees that it shall not directly or indirectly discourage, deprive, coerce, harass or discriminate against any employee of the Board of Education with respect to the enjoyment of any rights conferred by the laws and the Constitution of Michigan and the United States, nor by reason of his/her membership or non-membership in the Association, his/her participation in or non-participation in the activities of the Association or collective bargaining negotiations with the Board, or his/her institution or non-institution of any grievance, complaint, or proceeding under this Agreement.

SECTION 2.11 - RESCHEDULING OF INSTRUCTIONAL DAYS

- A. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fire, epidemics, mechanical breakdowns, or health conditions, as defined by the city, county or state health authorities, may be rescheduled at the discretion of the Board to insure that there are a minimum number of days and hours of actual student instruction as is required in order to receive full State funding. Teachers will receive their regular pay for days which are canceled, but shall work on any rescheduled days with no additional compensation.
- B. The Board shall not be required to cancel a "work day", ie: a day when teachers report but students are not in session such as an end-of-semester grading day, a parent/teacher conference day or an in-service day, or that portion of any day which is scheduled to be a partial "work day" even though students do not report. However, the Board may do so at its discretion. In reference to days and hours of student instruction as outlined in Section 1284 of the Revised School Code, as amended, the Board may reschedule all "work days" or partial "work days" which are canceled, at its discretion, to meet the student instruction requirement of the Revised School Code.
- C. In all cases requiring hours to be rescheduled, the Board shall notify the Association within ten (10) working days of the date(s) to be rescheduled.

SECTION 3 - TEACHING CONDITIONS

SECTION 3.1 - ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for, the Constitution and the Bill of Rights and to instill appreciation of the values of individual personality. It is recognized these democratic values can best be transmitted in an atmosphere which is free from certain censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged. It is further recognized and agreed it is the responsibility of the teacher to present both sides of issues that are controversial in nature.
- B. The teacher must exercise responsibility and prudence and must realize teaching in an elementary or secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher-learning relationship.
- C. To protect the Board, the Association agrees to indemnify and save harmless the Board against any and all claims, suits, damages or costs for actions involving this provision, provided:
1. The Association is to be immediately notified of any claims, suits or damages.
 2. The Association is allowed to choose to settle the matter out of court.
 3. The Association will determine the use of attorneys and their services.
- D. Promotion & Retention
1. Each building will have a Retention Committee comprised of two (2) teachers, selected by the building's teaching staff, and one (1) administrator, selected by the administration. The standing members of this committee may add other professional staff to the committee on an as needed basis.
 2. The committee will evaluate each student who is recommended for retention on the basis of the district's Policy on Promotion and Retention. If the committee and the teacher agree that a student's educational needs are best served by retention, the teacher and one (1) or more members of the committee will meet with the parent(s). The purpose of the meeting will be to explain why being retained at the current grade level meets the student's educational needs. If a student is retained at the current grade level, a plan for success will be developed. The plan will include what remedial educational support and other support is to be provided for the upcoming school year.

E. Grading

The evaluation of student performance is the responsibility of the teaching staff within the bargaining unit, unless the law expressly requires otherwise.

1. In the event there is a challenge to the assignment of a particular grade, the teacher shall be informed of the challenge and be provided with the reasons for the challenge, in writing, within three (3) workdays after the challenge is made.
2. The teacher shall be given the opportunity to respond to the challenge, in writing, within five (5) workdays of his/her receipt of the written notification of the challenge. Said response shall set forth evidence and rationale for the assignment of that grade. The response shall be filed with the immediate supervisor or his/her designee.
3. No grade shall be changed prior to a conference between the teacher, the immediate supervisor and the affected student and/or parent, unless the teacher waives the conference.
4. No grade shall be changed unless (1) the evidence shows that the grade was motivated by malice, bad faith or there was no rational basis for the grade under the established grading procedures of the teacher, or (2) said grading procedures are in conflict with established grading procedures of the District.
5. If the Administration changes a grade in conflict with the paragraph immediately above, the student's record will indicate that the grade was not issued by the teacher but by the administration.
6. The teacher is entitled to Association representation during any meetings or conferences with the Administration regarding a challenge to a grade and all such meetings or conferences shall be conducted in private and kept confidential by the Employer.

SECTION 3.2 - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give assistance to teachers with respect to the maintenance of control and discipline in the classroom within the confines of school policy.
- B. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands all disciplinary actions and methods invoked by the teacher shall be reasonable and just and in accordance with established Board policy. It shall be the responsibility of the teacher to report to the principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. Principal(s) and teachers will work cooperatively in resolving discipline problems which disrupt good classroom operation.

- C. Any case of assault upon a teacher on school grounds or during a school-sponsored activity shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to assault and shall render assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- D. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will provide legal advice and render assistance to the teacher in his/her defense, provided the teacher has acted within the scope of Board policy.
- E. No action shall be taken upon any complaint by a parent of a student directed toward a teacher nor shall any notice thereon be included in said teacher's file unless such matter is reported in writing to the teacher concerned within five (5) days.
- F. In regard to all proceedings and documents regarding evaluations, discipline and other such Employer/employee relationships, the Board, Administration, Association, and employees will endeavor to keep such matters confidential, except as follows:
 - 1. As may be required under the Freedom of Information Act.
 - 2. As may be required in response to P.A. 189 requests.
 - 3. In response to reference requests in those cases where the employee has listed the district among his/her references.
 - 4. As may otherwise be required by courts of competent jurisdiction, subpoena, or by State or Federal Statute.

SECTION 3.3 - INSTRUCTION

- A. The parties will confer from time to time for the purpose of improving the selection and use of educational tools and the Board will undertake promptly to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- B. Instructional materials used in the school district shall reflect the dignity and worth of all human beings.
- C. "SIP" as used in this Section shall mean a "School Improvement Plan" **or equivalent** as provided in Public Act 197, of 1989 [Section 15.1919 (919B) MSA] or similar plans, programs or processes such as by illustration and not limitation, effective schools, school/parent advisory committees, quality-of-work-life

committees, quality circles, outcome based schools committees, etc.

- D. The provisions contained in this Section shall apply to all school improvement plans (SIP) as provided in Public Act 197 of 1989 [Section 15.1919 (919B) MSA], as well as to any other "SIP" as defined by paragraph C above.
- E. The Board and/or Administration will notify the Association as soon as possible of any intent to develop, explore, or begin a "SIP".
- F. In the event that any provision(s) of a "SIP" or application thereof violates, contradicts, or is inconsistent with the collective bargaining Agreement, the collective bargaining Agreement shall prevail.
- G. There shall be a district-wide "SIP" committee. Teacher members shall be chosen by the Association.
- H. There shall be a district-wide oversight committee composed of Association designees named by the Association and an equal number of administrative and/or Board designees, for the purpose of evaluating the "SIP" as to its conformity with this Section.
- I. If "SIP" meetings or activities which require the attendance of a teacher are scheduled during an employee's regular work day, the employee shall be released from duties, without loss of pay, to attend the meetings. If "SIP" meetings or activities are scheduled at a time other than an employee's regular work day and/or year, the employee shall be compensated \$25 per meeting attended, paid annually in June. Meetings scheduled by the committee chairperson must be approved by the superintendent.
- J. The conditions which follow shall govern bargaining unit employee participation in any and all plans, programs or projects included in the term "SIP":
 - 1. Committee participation is voluntary.
 - 2. Committee participation or nonparticipation shall not be used as a criterion for evaluation, discipline, discharge, assignment, or any other terms or conditions of employment.
 - 3. No employee shall suffer loss or reduction of bargaining unit employment as a result of the implementation of any plan adopted by the committee.
- K. The parties shall mutually agree as to any training provided with regard to "SIP". Such training, if necessary, shall be funded by the Board and shall occur prior to implementation.
- L. "SIP" committees shall not address any of the following bargaining unit matters:
 - 1. Wages.

2. Fringe benefits.
 3. Employee performance/evaluation.
 4. Contract grievances.
 5. Employee discipline.
 6. Terms and conditions of employment.
- M. After implementation of a plan, as outlined above, the Board and the Association will periodically evaluate the plan for the purpose of modifying the plan, altering the plan or eliminating the plan in part or in whole. No plan shall continue to the next school year unless the plan has been reevaluated.

SECTION 3.4 - TEACHER FACILITIES

- A. The Board will not require a teacher to maintain, instruct or supervise students in a classroom facility which is constructed or equipped in violation of any standards set forth in any bulletin published by the Superintendent of Public Instruction pursuant to MCLA 388.851, statute, rule or regulation nor will the Board require a teacher to maintain, instruct or supervise students in a classroom facility that does not meet the "Sanitary Standards for Schools", Michigan Department of Health Regulations 325.721-325.746, or Michigan Administrative Code, 1954. The Board will maintain all equipment and school facilities as provided for by the Michigan Occupational Safety and Health Act. No teacher shall be required to work, maintain or supervise students in areas deemed to be unsafe or unhealthy.
- B. The Board shall make available in each school, adequate lunchroom, restroom and lavatory facilities for teacher use and at least one (1) room appropriately furnished which shall be reserved for use as a faculty workroom. Provisions for such facilities will be made in all future buildings.
- C. Upon the request of the Association, vending machines may be installed in the teachers' lounges. The profits from all such machines shall be remitted to the Association.
- D. Telephone facilities shall be made available to teachers in the teachers' lounge for their reasonable use. The Association will be responsible for paying any long distance telephone calls.
- E. The Board or its designee shall provide a telephone bill to the Association once a month.
- F. A joint Safety Committee shall be formed for the purpose of reviewing the extent and quality of the following efforts in the District:
1. Thorough investigation of indoor air quality complaints.
 2. Professional ventilation system assessment and design review.

3. Comprehensive indoor air quality testing and monitoring.
4. Surveys for compliance with statutory requirements.
5. Ventilation system modifications and improvements.
6. Installation of indoor air quality equipment as well as service and maintenance.
7. Asbestos abatement planning, surveys and removal.
8. Inspection for the presence of toxic chemicals.
9. Investigation for the presence of radon gases.
10. Any condition deemed hazardous by the Committee.

The Committee shall be composed of two (2) employees from each bargaining unit within the District.

Each bargaining unit shall identify the employees that will represent them on the committee.

The Board will provide a safe work environment.

SECTION 3.5 - TEACHING HOURS

- A. The normal school day for students shall be from 8:00 a.m. to **3:00** p.m. in the elementary and secondary schools. Teachers must work **from 7:50 a.m. to 3:10 p.m.** If changes in the organization of the school day are necessary, the Board agrees to assign teachers to a total working day not to exceed seven (7) hours and thirty (30) minutes for elementary and secondary teachers. This working day shall not exceed seven (7) class periods with one (1) of those class periods allowed for preparation. The Board has the sole responsibility, consistent with the limitations within this Section, for establishing the hours of work if a change in the organization of the school day is necessary. Each teacher shall be on duty and work the hours required to accomplish his/her total teaching assignment and responsibility. He/she shall remain in his/her place of assignment after his/her last pupil responsibility unless modified by the administration, except for lunch periods and unassigned preparation periods. Lunch periods will be scheduled by the administration. Each teacher is entitled to a thirty (30) minute duty-free, uninterrupted lunch period and shall be free to leave the premises with prior notification to building administrator or his/her representative. Teachers involved in extracurricular activities will be allowed to leave the building, if the activity is outside of the building, at the same time students are dismissed. Teachers involved in extracurricular activities inside the building will be allowed to attend to the needs of the activity, beginning at the same time students are allowed to leave the building, except to attend regularly scheduled staff meetings.
- B. Each classroom teacher shall be required to teach no more than (regular classroom assignment) one thousand seven hundred fifty (1,750) minutes per full work week. In addition, each classroom teacher shall have two hundred seventy

(270) minutes per full work week for preparation. The Association agrees to bargain with the District on the time in this paragraph if the time causes the District to be penalized by the State. Special education teachers shall receive ½ day of release time (covered by a substitute teacher) per month to perform special education duties **when their case load exceeds the state maximum.**

- C. Supervision of students is the teacher's responsibility during the entire school day. This includes activities in all school areas such as cafeteria, halls, lavatories, assemblies and any other place where students may congregate during the normal school day. Teachers will cooperate in good housekeeping practices in the halls, respective classrooms and their lounge.
- D. Upon the request of the administration, each teacher shall attend up to eight (8) staff meetings per school year. Such meetings shall be scheduled one (1) week in advance; however, a meeting may be called at any time if an emergency arises. Staff meetings will end no later than 3:35 p.m.
- E. All teachers, unless excused by the administration, shall attend each scheduled staff meeting. Any rescheduled staff meeting will not be rescheduled for two (2) school days from regularly scheduled date.
- F. A teacher will report to the Superintendent's office before the last day of school to clear up any financial matters such as sponsorships, organizations, etc.
- G. A teacher may leave at the end of the half day at the end of each semester, including the last day of school, if student grades, teaching responsibilities and other duties are completed.

SECTION 3.6 - CLASS SIZE AND TEACHING CONDITIONS

- A. It is recognized by the Board that class size is an important aspect of an effective educational program. The Board agrees to make a conscientious effort to keep class sizes at an acceptable number as dictated by the financial conditions of the District, the building facilities available, the availability of qualified teachers and the best interest of the District as deemed administratively feasible. The Board agrees to consider the recommendation of the teacher relative to class size and class composition.
- B. An elementary teacher shall not have a split class which exceeds thirty (30) students. In the event this occurs, the district will reorganize the classroom structure within ten (10) school days.
- C. K-6 teachers shall receive instructional aide time each day as funding allows. A

coordinated schedule will be created by teachers and aides at the beginning of each school year and submitted to administration for approval.

- D. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- E. All classroom teachers must have or provide a plan book which contains general plans for a week in advance and detailed lesson plans for at least one (1) day in advance. In cases of unexpected emergency, detailed lesson plans will not apply. Such a plan book must be available in the building at all times while school is in session.

SECTION 3.7 - LEAST RESTRICTIVE ENVIRONMENT

The Board and the Association acknowledge that least restrictive environment/mainstreaming Special Education Students is legally mandated and intended in the best educational interest of the student. For the purpose of this section, such students shall be referred to as "Mainstreamed Students".

- A. If any teacher, in writing, advises the Administration and reasonably believes that a Mainstreamed Student assigned to the teacher has a current IEPC report that is not meeting the student's unique need as required by Law, the Administration shall call an appropriate case study or IEPC meeting which shall include the teacher.
- B. Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible, the Administration will strive to equalize the placement of Mainstreamed Students. This section will not apply if the teacher volunteers to take additional Mainstreamed Students. In such situations, the Administration, when possible, will reduce the class size by an equivalent number of students on a one-to-one basis. Such changes shall be made at the next available natural break in the schedule, (such as marking period, semester break, or vacation, etc.) taking into account the needs of all students involved.
- C. In General Education Classrooms:
 - 1. Any teacher who will be providing instructional or other services to a mainstreamed student in a regular education class shall be invited to participate in the student's IEP meeting. If that teacher is not identified prior to the IEP meeting, a meeting will be convened with the teacher to review the IEP. Such a meeting will be arranged through consultation with the teacher as soon as possible.
 - 2. The student's IEPC must specify and provide for all specific support,

materials, and services deemed necessary by the IEP. The District shall make every reasonable effort to support the receiving teacher with necessary classroom materials.

3. The Mainstreamed Student's placement should be determined to the extent permissible by Law and through the IEPC in such a way to be sensitive to both the educational process for the Mainstreamed Student and the other students in the classroom.
4. The Administration shall provide, upon the teacher's request, prior to such placement, whenever possible, awareness information to the affected teacher(s) and students regarding placement of Mainstreamed Students in the class(s). The activities shall be provided to promote a school climate that is receptive to the placement and to maximize the potential of the Mainstreamed Student while minimizing possible areas of concern. Should prior provision of such information not be possible, the information shall be provided as early as can be arranged after the placement has occurred. At the teacher's request, information and/or training will be provided regarding appropriate instructional techniques and behavioral management for dealing with varying physical, mental, and emotional problems of Mainstreamed Students.

- D. If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals With Disabilities Education Act, those functions shall be performed by a qualified person. Except in life threatening or extenuating circumstances or unless the teacher volunteers, a teacher shall not be required to perform medical, hygienic, or other non-instructional specialized medical procedures for or on Mainstreamed Students. Where clean intermittent catheterization, nasal suctioning, tracheotomy care, and similar procedures are necessary to maintain a student in the classroom, for cases of emergency or extenuating circumstances, appropriate training will be provided to each teacher prior to the placement of that Special Education Pupil in the teacher's room.

This training shall include an explanation of procedures and emergency procedures for delivery of the school health service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures and the authority for alteration, modification, or termination of the procedures.

The Board shall indemnify and hold harmless, any teacher who provides such services from liability for the performance of such services to the extent permitted by Law provided the teacher's actions were reasonable.

SECTION 4 - LEAVES OF ABSENCE

SECTION 4.1 - PROFESSIONAL, PERSONAL, AND ASSOCIATION LEAVE

- A. At the beginning of every school year, each teacher shall be credited with four (4) days to be used for the teacher's personal business. A personal business day may be used at the discretion of the teacher.

No more than three (3) teachers shall be permitted to take a personal business leave day on the same date except in emergency and/or unusual circumstances. A teacher planning to use a personal business day(s) shall notify his/her principal at least one (1) day in advance, except in cases of emergency. A personal leave day shall not be granted immediately before or after a holiday or vacation period, except in emergency and/or unusual circumstances on a case-by-case basis at the sole discretion of the Employer. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after holidays and vacation periods. Otherwise, no explanation will be required. A teacher will be given confirmation on his/her personal business day within twenty-four (24) hours of the time it is requested.

- B. No teacher will be granted personal leave during the last two (2) weeks of each semester except in cases of emergency, as determined by the Superintendent or in his/her absence, the Principal.
- C. Teachers may use their prep period to leave school with administration permission without loss of sick, comp, or personal time. The employee must report back prior to the beginning of the next hour of assignment or request appropriate time off as outlined in this contract. Administration may use their discretion to ask for verification of use of this time.**

SECTION 4.2 - UNPAID LEAVE

- A. A leave of absence up to one (1) year shall be granted to any teacher upon application for the purpose of participating in exchange teaching programs, the Peace Corps or Job Corps as a full-time participant in such program, provided each teacher states, in writing, his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as s/he would have been had s/he taught in the district during such period. This leave may be extended for a second year, if requested by the teacher, at the sole discretion of the Employer.
- B. A military leave of absence shall be granted to any who shall be inducted or shall enlist for military duty during the time of a national emergency in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as s/he would have

been had s/he taught in the district during such period.

- C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick **and personal** leave available shall be granted a leave of absence without pay for the duration of said illness or disability, up to one (1) year. With Board approval, the leave may be renewed each year upon written request by the teacher. The Board's obligation to pay fringe benefit premiums on behalf of a bargaining unit employee will not extend beyond the semester in which the teacher has exhausted his/her personal **and** sick leave.
- D. A child care leave of absence shall be granted upon application. Such leave shall be without pay or benefits and for a period not to exceed one (1) year. Such leave may be reviewed for extension by mutual agreement of the Board and the teacher.
All requests for child care leave must be in writing and state the date the leave is to begin and the period of time for which the leave is being requested. A person returning from child care leave must present a doctor's verification of good health, if applicable. The teacher shall accrue no seniority nor receive credit for any experience toward advancement on the salary schedule for the period of such leave.
- E. An unpaid family care leave of absence shall be available to a teacher for the care of any member of his/her family. The Board may approve the leave for up to one (1) year, subject to renewal by the Board. The teacher shall accrue no seniority nor receive credit for any experience toward advancement on the salary schedule for the period of such leave.
- F. The Board and the Association agree that it is their mutual interest and understanding to comply fully with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA) and revisions of January 2009. The employee shall have the option of using paid sick leave days. While the parties understand and agree that the rights established by FMLA will not diminish any employee benefit programs or plans or paid leave provision dictated by the terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand any employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

SECTION 4.3 - SICK LEAVE

- A. At the beginning of each school year, each teacher shall be credited with twelve (12) days of sick leave, the unused portion of which shall accumulate from year to year, to a total of one hundred twenty (120) days which may be used for sick leave. Any member having accumulated beyond 120 days at the time of this contract ratification shall have those days paid at the rate specified in this

agreement. The sick leave days may be taken by a teacher for the following reasons and subject to the following conditions:

1. **Personal Illness or Disability:** The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, or that of an immediate family member, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there-from shall be treated on the same terms and conditions as are applied to other temporary disabilities including, but not limited to, those terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance within insurance programs, etc.
2. In order for administration to properly plan for absences, teachers shall let their immediate supervisor know of doctor appointments as soon as possible. Teachers are encouraged to return to school as soon as possible after the doctor appointment has occurred and should let the immediate supervisor know in advance of the time at which they will return. Sick leave shall be docked for the time actually absent (ie: one hour absent, the sick leave is docked one hour). When the appointment will occur during the conference period, there will be no docking of sick leave or pay as long as the employee provides the Employer with written verification before or on the first working day after the appointment.
3. For absences due to illness extending four (4) consecutive work days or more, or when thirty percent (30%) or more of the total bargaining unit members are on sick leave on the same work day, the Employer may require a licensed physician's verification of illness.
4. **Bereavement Leave Days:** The teacher may take a maximum of three (3) days per death for immediate family. Immediate family shall be interpreted, for Section 4.3 only, as husband, wife, child, father, mother, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, and corresponding step-families. The limit on bereavement leave days shall be twelve (12) annually. Any bereavement days beyond twelve (12) will be deducted from sick leave days.
5. **Additional Bereavement Days:** Upon request, the teacher will be granted up to two (2) additional days leave, to be counted as and deducted from sick leave days. Any employee requesting bereavement leave for other than immediate family will be granted up to three (3) sick leave days.
6. **Medical and Nursing Care:** The teacher may take three (3) sick leave days for bedside care or to make arrangements for medical or nursing care for a member of his/her immediate family.
7. Teachers needing more sick days than they have accumulated for extraordinary circumstances may have an additional ten (10) days donated to them from other teachers.

B. The Board shall furnish each teacher with a written statement at the beginning of

each school year and at the end of the first semester, setting forth his/her total accumulated sick leave credit.

- C. Absence due to illness or injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave. The Board shall pay to such teacher, the difference between his/her net salary and benefits received under the Michigan Workers Compensation Act for a period not to exceed three (3) years from date of injury. Such difference in pay shall be deducted from the teacher's accumulated sick leave, and the obligation to pay this difference will cease if/when the teacher's personal sick leave has been exhausted.
- D. Teachers who have completed ten (10) years of service in the Vanderbilt Area Schools and who retire or resign shall be eligible to receive the substitute rate of pay for fifty percent (50%) of the accumulated sick leave.
 - 1. A teacher with less than ten (10) years of service who is planning to leave the school's employment, and resigns by the end of the school year, will be paid the substitute's pay for only those days, of the twelve (12) sick leave days given that year, not used in the last full year of employment.

SECTION 5 - COMPENSATION AND BENEFITS

SECTION 5.1 - INSURANCE PROTECTION

- A. The Board will fund 80% of the cost of MESSA ABC 1. The Board will fund the deductible costs (\$1300/\$2600) as part of the Board's contribution.
- B. Insurance coverage for any sponsored dependent (as a MESSA option), other than spouse and children, will be available through the carrier, but solely at the expense of the employee.
- C. Only full time bargaining unit members not electing health insurance through the District shall receive \$400 per month to be applied as follows for options up to 100% cash payment which may be applied toward an annuity in accordance with the District's IRS Section 125 Cafeteria Plan; any remaining subsidy amounts (including any funds set aside by a Salary Reduction Agreement), shall be used, subject to the guidelines of that plan, for the purpose of purchasing benefits, paying deductibles, and/or participating in other plan options as listed below:
 - 1. MESSA fixed options as determined by the Association.
 - 2. MESSA variable options and/or MEFSA insurance programs.
 - 3. Other purposes as may be available under the 125 Cafeteria Plan.

Any amounts exceeding the Employer's subsidy shall be payroll deducted. An

open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

- D. If a husband and wife are members of the same bargaining unit, one member will be eligible for full family benefits of Plan A, and the other member \$400 per month and Plan B.
- E. Part-time teachers who need Health Insurance will share the premium with the Board in proportion to time worked. Example: A teacher who works 2/5 time will receive 2/5 of the health insurance premium paid by the Board. The remaining 3/5 of the health insurance premium will be paid by the teacher.
- F. Part-time teachers who do not need Health Insurance shall receive prorated annuity option.

MESSA PAK

Plan A - For employees needing health insurance

MESSA ABC 1 with ABC Rx Mandatory Mail

LTD - 70% \$5,000 maximum
90 calendar days – straight wait
Freeze on offset
Alcohol/Drug – 2 years
Mental/Nervous – 2 years

Dental - 100/80/80/80 \$2,000

Life - \$50,000 AD&D

Vision - VSP3 Gold

Plan B - For employees not needing health insurance

LTD - 70% \$5,000 maximum
90 calendar days – straight wait
Freeze on offset
Alcohol/Drug – 2 years
Mental/Nervous – 2 years

Dental - 100/80/80/80: \$2,000; \$2,000

Life - \$50,000 AD&D

Vision - VSP 3 Plus 250 CL

SECTION 5.2 - SALARY SCHEDULES

For the 2017-2018 school year, each teacher employed in 2013-2014 shall receive one (1) step upon contract ratification. In January, 2018, all teachers shall receive an additional step if employed in 2016-17.

For the 2018-19 school year, all teachers shall receive one (1) step on the salary schedule.

Once all teachers are on their correct salary step, the salary schedule will be unfrozen and in full effect.

STEP	BA	BA+18	BA+30	MA	MA+15	INDEX/COL
1	31,592	32,781	33,375	34,025	35,261	1
2	32,224	33,437	34,043	34,706	35,966	1.02
3	32,856	34,092	34,710	35,386	36,671	1.04
4	33,488	34,748	35,378	36,067	37,377	1.06
5	34,119	35,403	36,045	36,747	38,082	1.08
6	37,910	39,337	40,050	40,830	42,313	1.2
7	39,174	40,648	41,385	42,191	43,724	1.24
8	40,438	41,960	42,720	43,552	45,134	1.28
9	41,701	43,271	44,055	44,913	46,545	1.32
10	42,965	44,582	45,390	46,274	47,955	1.36
11	44,229	45,893	46,725	47,635	49,365	1.4
12	45,492	47,205	48,060	48,996	50,776	1.44
13	46,756	48,516	49,395	50,357	52,186	1.48
14	48,020	49,827	50,730	51,718	53,597	1.52
15	49,284	51,138	52,065	53,079	55,007	1.56
16		51,394	52,325	53,344	55,282	1.005
17		51,650	52,586	53,610	55,557	1.01
18		51,905	52,846	53,875	55,832	1.015
19		52,161	53,106	54,141	56,107	1.02
20		52,417	53,367	54,406	56,382	1.025
21		52,928	53,887	54,937	56,932	1.035
22		53,440	54,408	55,468	57,482	1.045
23		53,951	54,929	55,998	58,033	1.055
24		54,462	55,449	56,529	58,583	1.065
25		54,974	55,970	57,060	59,133	1.075
26		55,229	56,230	57,325	59,408	1.08
27+		55,485	56,491	57,591	64,457	1.085

Longevity is paid after fifteen years of teaching experience (including a maximum of five years of outside experience as defined in Section 5.3). The Board agrees to pay longevity as per the schedule above.

SECTION 5.3 - PROFESSIONAL COMPENSATION

- A. The basic salaries of all teachers covered by this Agreement are set forth in Section 5.2 which is attached to and incorporated in this Agreement. Said salary is for 1098 instructional hours and shall remain in effect during the designated period. If additional hours are bargained into this 1098 instructional hour schedule, the salary schedule shall be increased proportionally
- B. 1. If a teacher agrees, at the written request of Administration, to teach an extra class period, he/she shall be compensated an additional amount determined by the ratio of one (1) to the number of teaching periods in the school day.
2. If a 9-12 teacher agrees, at the written request of Administration, to teach two different preps within the same class period, with the exception of on-line classes, he/she shall be compensated per schedule B "Conference Sub" (ie: Accounting I and Accounting II; French I and French II, etc.). The intent of this language is to prevent the employer from reducing a full teacher schedule by offering two classes simultaneously.
- This language is only to be specifically applied to the circumstance which occurs when a teacher agrees to teach two preps during the same class period.
3. When a teacher is teaching his/her own regular students and includes, at the request of Administration, in the same class time, the class of another teacher, he/she shall be compensated at the Schedule B "Conference Sub" rate; or at the choice of the teacher, compensatory paid time off at the rate of one (1) hour for each class. One (1) compensatory day is a total of six (6) hours.
4. Accumulated compensatory hours shall be limited to fifteen (15) hours by the end of the school year. Hours above the maximum shall be paid out in the next pay period at the Schedule B "Conference Sub" rate.
- C. All new teachers may be given full credit on the salary schedule set forth in Section 5.2 for up to five (5) years of outside teaching experience.
- D. Whenever a classroom teacher is requested by the Administration to substitute for another classroom teacher or administrator during his/her planning time, the classroom teacher who performs the substitution shall be compensated per Schedule B "Conference Sub" or allowed compensatory time equal to the amount of time subbed. One compensatory day is a total of five (5) hours. Each classroom teacher shall designate the type of compensation to be received in the

first week of his/her school year.

- E. Teachers who accumulate compensatory time shall take no more than two (2) consecutive work days of compensatory time at any one time (exceptions may be made to this limitation when due to emergency or extenuating circumstances, at the discretion of the Superintendent.
- F. Teachers employed in extra-duty assignments as set forth in Section 5.4, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- G. Teachers required, in the course of their work to drive personal automobiles, shall receive a car allowance of the current IRS rate per mile. The same allowance shall be given for use of personal cars for field trips or other business of the school district.
- H. Teachers shall be paid bi-weekly with 26 equal payments.
- I. If a teacher earns enough credits by the first day of each semester to advance from one salary track to another, his/her salary will be figured on the new track and his/her contract will be rewritten. Responsibility of such updating is that of the teacher.
- J. Teachers not using more than **two (2)** sick **days** per school year (days used for bereavement shall not be counted, except for additional days granted as described in Section 4.3 A-2) will be compensated in a lump sum payment according to the following schedule:

Days Used	Amount To Be Paid
0	\$ 175.00
1	150.00
2	125.00

This payment will be made after the close of the school year and before July 1. Any payment received shall in no way affect the number of sick days accumulated by any teacher.

- K. **Teachers not using personal days during the school year will be compensated seventy dollars (\$70) per day with a bonus payment for using zero (0) personal days as illustrated in the following schedule:**

Days Used	Amount To Be Paid
0	\$ 350.00
1	210.00
2	140.00
3	70.00

This payment will be made in a lump sum payment after the close of the school year and before July 1 per the procedure for non-use of sick leave days above.

L. Retirement Incentive

1. If a teacher retires the first year he/she is eligible to receive full retirement benefits under the State Retirement System, he/she will receive the sum of \$13,500.00 from the Board of Education. This \$13,500.00 payment will be paid in quarterly payments over the following year, after the teacher has retired. In order to receive this payment, a teacher must submit his/her resignation to school officials prior to June first (1st) of the teacher's last year of teaching.

Retirement Incentive Payment Schedule:

1st Payment -	Last payroll of September
2nd Payment -	Last payroll of December
3rd Payment -	Last payroll of March
4th Payment -	Last payroll of June

2. A teacher must have a minimum of ten (10) years of teaching experience in the Vanderbilt Area Schools District to qualify for the retirement incentive.

M. The Board shall pay \$50.00 of the cost of provisional certificate renewal, professional certificate and professional certificate renewal. The Board shall pay the full cost of an emergency certificate when it is required by the Board.

N. A lead teacher shall be appointed to fill in for the administrator when s/he is out of the building. At no time will the lead teacher evaluate/discipline bargaining unit members. Lead teachers shall be paid for two (2) hours or receive two hours of compensatory time.

O. Each employee who retires shall be credited with two (2) vacation days to be paid at a per diem rate.

SECTION 5.4 – SCHEDULE B

POSITION

Athletic Director	\$300 plus \$300 per school team
Varsity Basketball	3,044
Jr. V. Basketball	1,990
Jr. H. Basketball	1,106

Track/Cross Country	1,453
Varsity Volleyball	1,453
Jr. V. Volleyball	1,106
Baseball	1,453
Softball	1,453
Varsity Cheerleading	838
J.V. Cheerleading	557
Student Council	269
Class Sponsors:	
Senior	309
Junior	309
Sophomore	309
Freshmen	309
NHS	309
SADD	269
Special Olympics	309
Grant/Test Coordinator	3,516
Yearbook	389
Concession Stand	377 (no stipend if used as a fundraiser)
Close Up	539
Mentor Teacher	624
Driver's Education	18.28/hr
Conference Sub/Sat. School	19.00/hr (2017-18); \$19.50/hr. (2018-19)
Game Workers	10.00/game A.D. 20.00/night

In the event that there is one coach for both the Varsity and Junior Varsity squad or team and there not be sufficient numbers of athletes to continue the JV squad or team as determined by the Athletic Director, the Varsity coach will earn a prorated amount for the Junior Varsity Coaching position for the total weeks of Junior Varsity practice and games conducted.

In the event there are not sufficient numbers of athletes to continue the JV squad or team as determined by the Athletic Director, the Junior Varsity Coach will become the

assistant to the Varsity Coach to earn the remainder of the coaching stipend for the season.

- A. Payment is to be made in two (2) payments; the first payment will be received after half the season's games are played and the final payment will be received at the conclusion of the respective seasons, after inventory, equipment is stored, and the material requisitions for the following season are filed with the Athletic Director.
- B. The Athletic Director shall be compensated at a prorated amount over the year. The Athletic Director will be compensated at a rate equal to the Game Worker Stipend for every evening and Saturday in attendance at scheduled Vanderbilt Area Schools athletic events.
- C. The rate of pay for any extracurricular activity which is not listed above, but occurs after ratification of this contract, will be bargained with the Association.
- D. A coaching experience step will be paid at the rate of an additional 5% of Schedule B base for over and above five (5) years, and at the rate of an additional 10% of Schedule B base for over and above ten (10) years. The rest of Schedule B, with the exception of the position of Game Worker will be paid at the rate of an additional 5% of Schedule B base for over and above five (5) years. This Schedule B experience step will be paid for years of Schedule B service in the same activity in the Vanderbilt Area Schools District. Provided, however, that if consecutive years are interrupted for reasons other than medical, he/she will serve the first year back at the beginning rate for such duties, but will be restored to his/her full credit for years served in the activity at the beginning of the second year of service after returning to the activity. Such credit shall include the year served at the beginning rate.
- E. Nothing contained in this Schedule B compensation schedule shall guarantee that a position or positions listed shall be filled, nor prohibit the addition of additional personnel in any capacity.

APPENDIX A - SCHOOL CALENDARS
2017-2018 School Calendar - 180 Days
2019-2020 School Calendar – 180 Days

APPENDIX B GRIEVANCE FORM

Grievance No. _____

Vanderbilt School District Distribution of Form:

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in duplicate:

Name of Grievant: _____ Date cause of grievance occurred: _____

Date Grievance Filed _____ Assignment _____

STEP 1

A. List the facts upon which the grievance is based. Identify, by section(s) and paragraph(s) the applicable portion of the Agreement allegedly violated, misinterpreted, or misapplied.

1. Statement of grievance: _____

2. Relief requested: _____

Signature

Date

B. Disposition by Principal: _____

Signature

Date

C. Disposition of Grievant and/or Association:

Signature

Date

STEP 2

A. Date received by Superintendent or designee: _____

B. Disposition of Superintendent or designee: _____

Signature

Date

C. Position of Grievant and/or Association: _____

Signature

Date

STEP 3

A. Date reviewed by Board, Administration, and Association Representatives: _____

B. Disposition by Board, Administration, and Association Representatives: _____

Signature

Date

C. Position of Grievant and/or Association: _____

Signature

Date

STEP 4

A. Date submitted to Arbitration: _____

B. Disposition and award of Arbitrator: _____

Signature

Date

If additional space is needed in reporting at any step, attach an additional sheet.

If additional space is needed in reporting at any step, attach an additional sheet.

APPENDIX C

The Board will encourage teachers to become highly qualified by facilitating opportunities for professional development and/or for portfolio development.