

MASTER AGREEMENT

**VASSAR
BOARD OF EDUCATION**

and

TRI-COUNTY BARGAINING ASSOCIATION

TEACHERS

September 1, 2011 – August 31, 2014

AGREEMENT

THIS AGREEMENT, made and entered into this 29 day of March, 2012, by and between the BOARD OF EDUCATION OF THE VASSAR PUBLIC SCHOOL DISTRICT, Vassar, Michigan hereinafter called the "Board" and the TRI-COUNTY BARGAINING ASSOCIATION, 4455-#1 Doerr Road, Cass City, Michigan 48726, and its local affiliate, the VASSAR EDUCATION ASSOCIATION, hereinafter called the "Association".

WITNESSETH

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

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, 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 Association recognizes that its obligation is to bargain hours, wages, and conditions of employment with the Board which represents all the people who reside in the Vassar Public School District, and

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

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

ARTICLE 1 - RECOGNITION

1.1 Pursuant to and in conformity with the certification issued by the Bureau of Employment Relations on June 8, 1979, in Case No. R79 C-191, the Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all employees in the following described unit:

All certified personnel, including personnel on tenure, on probation, classroom teachers, alternative high school instructor(s), guidance personnel, social worker/counselor, librarians, teachers of the house-bound or hospitalized, under a contract with the Vassar Board of Education, employed by the Board (whether or not assigned to a public school building).

Excluded: Supervisory and executive personnel, Pioneer Work and Learn Employees, office and clerical employees, substitute teachers and all others.

- 1.2 The term "teacher" shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers. The term "certificated" shall be defined as possessing a provisional, permanent, continuing or life certificate for teaching issued by the Michigan Department of Education.
- 1.3 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- 1.4 The Board shall give bargaining unit members preference for work they have customarily performed.

ARTICLE 2 - PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- 2.1 Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of uniform membership dues and uniform assessments of the Association upon such conditions as the Association shall establish. Such authorization shall continue in effect from year to year unless revoked in writing to the Board with a copy to the Association, between June 1, or the date ten (10) calendar days after the first instruction day. Such authorization revoked on or after the eleventh (11th) calendar day after the first instruction day, shall be considered invalid.
- 2.2 The Association shall certify to the Board in writing each year the then current rate of membership dues, including Michigan Education Association and National Education Association dues, as well as TCBA and VEA dues. Upon notification thereof the Board shall deduct said dues in approximately equal amounts on dates mutually agreed upon by the Board and the Association as set forth in a letter of understanding and remit the same to the treasurer of the Association. Upon remittance of the first dues deduction, the Board will provide the Association with a complete list of all teachers who have submitted authorization forms.

Deductions for the teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments on the date set forth in said letter of understanding.

Upon written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for voluntary contributions to Vassar Scholarship Fund, annuities, credit union, insurances, savings bonds,

charitable donations, or any other plans or programs jointly approved by the Association and the Board.

- 2.3 The provisions of this section shall not be construed to deny any member of the bargaining unit the privilege of joining the Association during the progress of any school year.
- 2.4 The Association agrees to appoint a treasurer and to empower him/her to approve as to the accuracy of each Association deduction. This approval shall relieve the Board of the responsibility for that item, provided that any error subsequently determined shall be corrected by mutual agreement of the parties.
- 2.5 Any teacher who is not a member in good standing of the Association or who does not make application for membership within thirty (30) calendar days from the date of commencement of teaching duties shall pay a service fee equal to dues uniformly required for membership in the Association; provided, however, that the teacher may authorize payroll deduction for such service fee in the same manner as provided in 2.1 of this Article.

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

- 2.6 The procedure in all cases of involuntary deduction for violation of this article shall be as follows:

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

- 2.7 The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective agreement. The Association further agrees to assume any and all costs, other than clerical costs, that the Board may incur as a result of its implementation of this article. The Association further agrees to indemnify the Board for any damages which may be assessed against the Board as a result of said suit or action, subject however, to the following conditions:
 - 1. The damages have not resulted from the gross negligence of the Board or its agents.
 - 2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal

regarding the validity of this section, or the damages which may be assessed against the Board by any court or tribunal.

3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association shall have the right, after consultation with the Board, to compromise or settle any claim made against the Board under this section.

ARTICLE 3 - RIGHTS OF THE BOARD

- 3.1 It is recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States. It is further recognized that the exercise of said powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- 3.2 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement are retained by the Board. Such rights shall include, by way of illustration and not by the way of limitation, the right to:
 - A. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
 - B. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
 - C. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the qualifications of employees, determine the size of the workforce and to lay off employees.
 - D. Adopt and equitably enforce reasonable rules and regulations.

- E. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

ARTICLE 4 - CONTINUITY OF OPERATIONS

- 4.1 The Association and the Board recognize that strikes and other forms of work stoppages, occurring during the term of this Agreement, by teachers are contrary to law. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that during the term of this Agreement its officers, representatives and members shall not authorize, instigate, cause, or ratify, nor shall any teacher take part in any teacher-related strike, slowdown or stoppage of work, boycott, or other interruption of activities of the school system. Employees who engage in such activities are subject to discipline up to and including dismissal.

ARTICLE 5 - ASSOCIATION RIGHTS

- 5.1 After the close of school and prior to 5:30 p.m., the Association or its designated representatives may use school facilities for meetings without cost on school days. The principal of the building in question will be notified at least three (3) days in advance of the time of general meetings and two (2) days for committee meetings, and will assist the teachers in selection of room(s) for the meetings. The three (3) or (2) days limitation will be waived in case of emergency, and emergencies are not to exceed two (2) days per school year. All requests for building use after 5:30 p.m. shall conform to Board policies.
- 5.2 The Association may distribute materials through teachers' mailboxes and bulletin boards that are located in faculty rooms. However, all articles submitted must have the letterhead of the Association. The allowance to so distribute literature does not imply agreement on the part of the Board as to validity or to content.
- 5.3 The Board agrees to furnish to the Association, in response to reasonable requests in writing, from time to time, available information concerning the financial resources of the district, tentative budgetary requirements, allocations, and such pertinent information that will specifically assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers. The cost of materials under ten dollars (\$10.00) will be paid by the Board. The cost of material and/or labor in excess of ten dollars (\$10.00) and up to fifty dollars (\$50.00) will be split fifty/fifty between the Association and the Board. Materials and/or labor greater than fifty dollars (\$50.00) would be paid by the Association.

- 5.4 At the beginning of each school year, the Association shall be entitled to a meeting of not less than seventy-five (75) minutes. The time of meeting shall be mutually agreed to by the Board and the Association upon request of either party.

ARTICLE 6 - TEACHER RIGHTS AND PRIVILEGES

- 6.1 Pursuant to act 379 of the Public Acts of 1965, the Board hereby agrees that teachers covered by this Agreement shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation, and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or terms or conditions of employment by reason of this membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, of his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 6.2 Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, provided, however, that such activity is not disruptive of the educational process or a threat to the operation of the school and its system.
- 6.3 The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status, or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin, and to seek to achieve full equality of educational opportunity to all pupils.
- 6.4 The private and personal life of any teacher is not normally within the appropriate concern or attention of the Board. However, if an incident arises which is detrimental to classroom performance, disruptive of the educational process or a threat to the operation of the school and its system, the Board and/or Superintendent may exercise their administrative prerogatives. Any action taken against a probationary teacher shall be subject to the grievance procedure and not the tenure procedure as herein provided.
- 6.5 The Board recognizes that teachers are professionals and that, in their capacity as professionals, teachers must use professional judgment with regard to

communications between students and themselves and maintain student confidentiality in accordance with the law. Teachers recognize the need to keep channels of communication open with parents/students and themselves. They shall likewise communicate with parents and will provide their building principal their personal home telephone number to enable the principal to call the teacher whenever necessary.

- 6.6 Adequate faculty rooms shall be provided. The Board agrees to provide these rooms with furnishings and equipment which shall include a typewriter and/or computer or word processor, duplicating or ditto machine, and a worktable.
- 6.7 Reasonable telephone facilities shall be provided in each building for local telephone calls.
- 6.8 The Board shall make available lavatory facilities in each school exclusively for teacher use.
- 6.9 Harassment against or by bargaining unit members (staff) will not be tolerated in the District's educational programs or activities. Conduct constituting harassment may take different forms, including but not limited to the following:

Sexual Harassment

- A. Verbal: The making of written or oral sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, or threats to the bargaining unit member.
- B. Non-Verbal: Causing the placement of sexually suggestive objects, pictures, or graphic commentaries in the school environment or the making of sexually suggestive or insulting gestures, sounds, leering, whistling, and the like to a bargaining unit member.
- C. Physical Contact: Threatening or causing unwanted touching, contact, or attempts at same, including patting, pinching, pushing the body, or coerced sexual intercourse with a bargaining unit member.

Complaints of harassment shall be reported to the Superintendent or Board President in accordance with the District's Discrimination Complaint Procedure and may be subject to the grievance procedure unless a civil rights complaint is filed.

Unreasonable Expectations: Unreasonable expectations which are above and beyond the normal teacher's responsibilities will not be tolerated by bargaining unit members.

ARTICLE 7 - REDUCTIONS IN PERSONNEL AND RECALL

- 7.1 The seniority list shall be based on the first day of work and areas of certification and qualifications. The list shall be emailed by October 1 each year. Parties may object to the list within fifteen (15) working days of emailing. Thereafter, the list shall be final and conclusive. If more than one employee has the same date of hire, the highest last four digits of the employees social security number shall determine the order. Notice changes in certification shall be immediately provided to the administration.
- 7.2 Any laid off teacher which the Board determines to recall must accept the first offer of appointment to the vacancy for which s/he is certified and highly qualified within twenty (20) days of date of mailing of such offer.
- 7.3 Notification of appointment shall be sent by certified mail to the teacher's last known address with a copy to the Association.
- 7.4 The re-hiring of laid off teachers shall be in the sole discretion of the Board.

ARTICLE 8 - PROTECTION OF TEACHERS

- 8.1 The teacher's authority and effectiveness in his/her classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it is diagnosed by a qualified diagnostician that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps concerning the responsibility of the teacher with respect to such pupil. The Board further recognizes that a teacher may use such discipline, including short term suspension of a student from class, as may be necessary for the purpose of maintaining proper discipline over students in attendance at school or school related activities, provided, however, that the same is not contrary to established, promulgated Board policy.
- 8.2 Any case of assault upon a teacher resulting from educational responsibilities shall be promptly reported to the Board or its designated representative. The Board shall render reasonable assistance to the teacher in connection with the handling of the incident, including law enforcement and judicial authorities.
- 8.3 If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will render reasonable assistance to the teacher in his/her defense.

- 8.4 Time lost by a teacher in connection with any litigation mentioned in this section shall not be charged against the teacher if the teacher acted within his/her scope of employment.
- 8.5 The Board will assist the teacher, within the law, in prosecuting his/her claim for destruction of clothing, personal property, and damages while working in the line of duty.
- 8.6 No material originating after original employment will be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation within fifteen (15) days regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his/her file is inappropriate, in error or unsubstantiated, s/he may receive adjustment informally and/or through the grievance procedure provided cause is shown, whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person will be called to the attention of the teacher.
- 8.7 A teacher will have the right to review the contents of all records of the District pertaining to said teacher, originating after original employment, and to have a representative of the Association accompany him/her in such review.
- 8.8 The parties hereto seek to educate young people in the democratic tradition, to foster a 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 that these democratic values can be best transmitted in an atmosphere which is free from unreasonable censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged. Freedom of individual expression will be encouraged, provided however, that the exercise of said freedom is not disruptive, does not interfere with the Board's goals and exit outcomes and their responsibility in making orderly discipline in public education, and so long as it is reasonably related to a legitimate educational purpose. The classroom shall not be used to express personal political, religious or union beliefs.

ARTICLE 9 - PROFESSIONAL BEHAVIOR

- 9.1 A teacher ordinarily shall and whenever possible be entitled upon request to have present a representative of the Association when s/he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. This provision is intended to apply to serious or formal charges and not to emergency situations or minor comments or criticisms directed at a teacher. In any case a teacher may ask for a conference that shall be held within twenty-four (24) hours and at which a full statement of such criticisms, comments or charges shall be made and at which Association representatives shall be present. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Disciplining a teacher by an administrator shall ordinarily, and whenever possible, be in private conference.
- 9.2 No teacher will be disciplined, demoted, dismissed, suspended or reprimanded in a manner that is arbitrary or capricious.
- 9.3 Teachers shall be expected to exercise care with respect to the safety of pupils and school property.
- 9.4 All teachers shall conform to established, promulgated Board policies, regulations and requirements, including but not limited to,
- (a) Lesson plans suitable for use by a substitute teacher shall be prepared at least three (3) to five (5) days in advance, recorded in the teacher's Lesson Plan Book and available to the administration at all times. These plans shall include the current seating arrangement and daily program, or a workable alternate program.
 - (b) Grades given for daily work, marking periods, and semesters are to be entered in the class books with recording materials available. An adequate basis for all grades issued will be immediately available.
 - (c) All teachers shall observe examination dates as established by the administration, unless otherwise specified by the building principal.
 - (d) When the schools are closed to students due to acts of God, teachers shall not report for duty.
 - (e) All teachers shall submit required reports, inventories, materials, and requisitions when requested by the administration.
 - (f) All teachers shall attend all assemblies for their respective schools. They shall intersperse themselves throughout the assembly site to maintain student control.

- 9.5 Each teacher shall be informed of a telephone number s/he shall call between 6:00 a.m. and 7:00 a.m. to report unavailability for work. If possible the teacher should call the night before his/her unavailability, if such unavailability is known at that time. Once a teacher has reported unavailability, it shall be the responsibility of the administration to make whatever arrangements are required.
- 9.6 The Association recognizes that the primary responsibility for classroom control and discipline rests with the teacher. The Association further realizes that disciplinary actions and methods involved by him/her shall be reasonable and just, and in accordance with established Board policy.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 Definitions

- (a) A "grievance" is a claim by a teacher or the Association that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement.

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

- (b) A "party of interest" is the person, persons or Association making the claim and any person who might take action or against whom action might be taken in order to resolve the grievance.
- (c) The "grievant" is the person or persons making the claim.
- (d) The term "days" when used in this section shall mean duty days, unless otherwise indicated, provided, however, that after the close of the school year and prior to the start of the succeeding school year the term day when used herein shall be defined as a normal working day (Saturday, Sunday and Holidays excluded).

10.2 Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problem of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any

teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and the Association has been given opportunity to be present at such adjustment.

10.3 Structure

- (a) Representatives shall be selected in a manner determined by the Association.
- (b) The Association shall establish a grievance committee which shall be broadly representative. In the event that any Association representative or any member of the grievance committee is a party of interest to any grievance, s/he shall disqualify herself/himself and a substitute shall be named by the Association.
- (c) The building principal shall be the administrative representative when the grievance arises in that building.
- (d) The Board hereby designates the Superintendent as its representative when the grievance arises in areas where there is more than one administrator involved.

10.4 Procedure

Proceedings under this procedure must begin within fifteen (15) days of the alleged infraction. Said procedure shall be deemed to have commenced when a written complaint is filed with the office of the building principal. The number of days indicated at each level, as set forth below, is considered to be a maximum, and the failure of a teacher to proceed to the next step of the grievance procedure within the time limits, as 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. The failure of an administrator, at any step, to communicate his decision to the teacher within the specified time limit shall permit the teacher to proceed to the next step. All time limits may be extended by mutual agreement in writing.

LEVEL ONE

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

LEVEL TWO

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

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

LEVEL THREE

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

LEVEL FOUR

In the event the grievance is not satisfactorily resolved at Level Three, the grievance, may, within five (5) days, at the request of either the Board or the Association, be submitted to State Mediation as provided for in Section 7 of P.A. 1947, No. 336, as amended. Said mediation will be scheduled at the earliest convenience of the mediator so assigned. Any recommendation or decision of the mediator shall not be binding on either party. Inasmuch as the mediator will not be obligated to render any written decision or recommendation, his/her services for purpose herein will be construed to be concluded upon written notification from either party that utilization of mediation will no longer be required. The submission of the grievance to state mediation shall not be obligatory under this grievance procedure but may be used at the discretion of either party.

LEVEL FIVE

In the event the grievance is not satisfactorily resolved at Level Three, or in the event the grievance is not satisfactorily resolved within five (5) days after conclusion of State Mediation or Level Four, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5)

calendar days from the notification date that arbitration will be pursued, s/he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any grounds which rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The arbitrator will be without power or authority to make decisions which require the commission of any act prohibited by law, nor any act which violates the terms of this Agreement. An arbitration hearing will be held at which the parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be shared equally by the parties.

No grievance may be filed on the following:

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

10.5 Rights to Representation

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

10.6 Miscellaneous

- (a) The grievance procedure shall not be used by any teacher subsequent to an attempt at redress by means of the legal statutes.
- (b) A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association representative or the grievance

committee, at Level Three or beyond, the grievance affects a group of teachers, the grievance committee may process the grievance at the appropriate level.

- (c) The grievance discussed and the decision rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
- (d) No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- (e) All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- (f) Forms for filing and processing grievances shall be designed by the Superintendent and the grievance committee. They shall be prepared by the Superintendent and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
- (g) Access to places, records, and all information pertinent to the determination and processing of the grievance at Level Three or beyond, shall be made available to all parties. The Board and the Association shall be provided with a list of particulars and all evidence pertaining to the grievance under consideration if the grievant so desires.
- (h) In the case of investigation of any grievance, representatives of the Association shall report to the principal of the building being visited and state the purpose of the visit immediately upon arrival, in writing.
- (i) In the event that an arbitration hearing is held during the school day, the grievant as well as his/her representative shall be relieved of their duties without loss of pay. Expenses of witnesses shall be borne by the party calling the same.

ARTICLE 11 - TEACHING HOURS

HOURS

- 11.1 A teacher's official scheduled time shall not exceed seven (7) hours, scheduled from 8:00 a.m. to 3:30 p.m., which schedule shall include his/her conference preparation period but shall exclude his/her lunch period. Exceptions may be made by the Board for teachers who are employed by the Board for bus driving duties. Any changes in length of class or length of preparation period will be negotiated.
- 11.2 Teachers are to be in their rooms ten (10) minutes before their morning classes and during their class period. Teachers recognize that they are to be in the

building, and are responsible for their rooms, for the time specified in the contract. However, emergencies, personal needs, or requests of the Principal or Superintendent may constitute an exception.

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

A. The administration will be responsible for identifying all meetings as "required" or "voluntary."

B. It is recognized that IEPC's in grades K-6 are exceptions to this paragraph. It is also agreed the IEPC's in the elementary shall be held no later than 4:00 p.m. and that the administration shall not overburden any teacher with excessive IEPC's in any one week. The administration will consult with the teacher(s) before scheduling an IEPC after 4:00 p.m.

C. It is recognized that the administration shall not view the required meeting times as regularly scheduled meetings each month. The administration will make full use of the restructured time frame for additional staff meetings.

11.4 It is mutually recognized by the parties that the principle of the forty (40) hour normal workweek cannot be interpreted literally. Nothing contained herein prohibits the Board from assigning the extra duties normally associated with the teaching profession, provided, however, that the duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially increased except as otherwise provided herein. If a disagreement occurs between the teacher and Administration involved concerning such assignments or duties, such disagreement will be subject to the grievance procedure.

11.5 The term "Conference Preparation Period" shall be construed to include the use of this period for preparation and conferences. Each teacher shall be provided a total of not less than two hundred seventy-five (275) minutes per week for this purpose. The Association recognizes that reasonable requests for help in emergencies for other purposes are in order.

This time is provided by the Board in order to help the teacher do a better job of teaching. It is fully expected that this period of time will be used for the betterment of the students and will not be wasted time. Writing tests, preparing assignments, reading materials for classes, correcting papers, are examples of what is to be occurring during this time.

11.6 In case of an early closing of school, the Building Principal may designate what the program will be for the teaching staff for that period of time falling within the school day as defined in Section 11.1 hereof.

NOON HOUR

11.7 A continuous unassigned noon period shall be provided each teacher, kindergarten through the twelfth grade. Such period shall not be less than:

K-6	45 minutes minimum
7-12	30 minutes minimum

Elementary teachers (K-6) will have duty free recess.

11.8 If a teacher supervises the noon hour for they will be paid:

0-15 minutes = \$ 7.00
16-30 minutes - \$14.00
31-45 minutes - \$21.00

CALENDAR

11.9 The School Calendar shall consist of one hundred seventy-six (176) days of student instruction and one hundred eighty-three and one half (183.5) teacher duty days. At the end of the first semester there shall be two (2) half days and one teacher record day. There shall be no administrative meetings scheduled on these half days. If it becomes necessary to deduct a day's pay from a teacher, the teacher's salary shall be divided by one hundred eighty-four (184) to determine the amount to deduct per day. A probationary teacher shall be required to work an additional five (5) days during each of the first three (3) years of his/her employment to receive the mandatory fifteen (15) days of professional development. This shall be in compliance with section 1526 of House Bill No. 5121 of 1993. If a probationary teacher completes the mandatory five (5) days of professional development on his/her own each of the first three (3) years, he/she shall not be required to work the additional days.

The School Calendar for the periods covered by this Agreement shall be as set forth in Appendix C.

11.10 To the extent that the district does not qualify for State Aid because of an interruption of the educational process through vandalism or an action other than an Act of God, the district may exchange non-teaching days for teaching days for the purpose of making up a number of days to total not more than one hundred eighty-four (184). If additional days are required to be worked beyond one hundred eighty-four (184), they shall be worked at the end of the immediate school calendar and shall be compensated by the School Board at the regular rate of pay prevailing under the contract.

11.11 ACT OF GOD DAYS

There shall be a minimum of one thousand ninety eight (1,098) hours of actual student instruction. 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 breakdowns, or health conditions as defined by the city, county, or state health authorities, will be rescheduled to insure that there are a minimum of one thousand ninety eight (1,098) hours of actual student instruction. Teachers will receive their regular pay for days which are canceled, but shall work on any rescheduled days with no additional compensation, provided that:

1. The parties agree to meet in an effort to mutually agree on when any make up days should occur. In the event that they are unable to agree, the days will be added on to the end of the school calendar as set forth in Appendix C.
2. Should a day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate, provided further, that if insufficient numbers of students attend on such a rescheduled day, to count it as a day of instruction, and school is canceled on or before noon, teachers may be required to report for an additional one-half day without additional pay. This provision is conditional upon the State Department of Education's allowing one-half day of student instruction to be counted as a full day for purposes of state aid. A half-day is defined as a morning session that is dismissed on or before noon or an afternoon session that commences on or after noon.
3. It is understood and agreed that in the event that the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his/her skills, the teacher may use a personal or sick day to be excused from the last teacher duty day at the end of the school year.
4. Should the provisions of the state law(s) that apply to this provision be rescinded or modified, the district will comply with state law.
5. It is understood and agreed that 176 student instruction days shall be guaranteed to avoid any loss of state aid.

ARTICLE 12 - TEACHING QUALIFICATIONS, ASSIGNMENTS & CONDITIONSQualifications

- 12.1 No teacher shall be employed by the Board for a regular teaching assignment who is not certificated; provided, a satisfactory teacher with the prescribed credentials is available at the time of hiring. A list of all teachers and their qualifications shall be available to the Association upon request.

Assignments

- 12.2 Prior to each school year teachers who will be affected by a change in grade assignments in the elementary school grades, or by changes in subject assignments in the secondary school grades will generally be so notified no later than July 1st.

Prior to the start of a second semester, high school teachers will be notified on any changes in subject assignments at least ten (10) days prior to the start of said second semester.

Both parties recognize that late resignations can impose difficulties in making assignments for the ensuing year. Thus the Association agrees to encourage all teachers to notify the Board of any intention to leave as soon as possible, and further agrees to cooperate with the Board in resolving any emergencies concerning class assignments caused by resignations after June 1st of each year.

Efforts will be made to avoid reassigning probationary teachers except after consultation between the teacher and the principal involved.

- 12.3 Any assignments in addition to the normal teaching schedule during the regular school year, including, but not limited to, adult education courses, driver education, extra duties enumerated in Appendix B and summer school courses, shall not be obligatory, but shall be with the consent of the teacher. An exception to this provision may be made in the event there is an insufficient number of volunteers for the positions of class advisors, provided that in no event shall a teacher be assigned as class advisor involuntarily more than once in any five year period. Vacancies in the positions enumerated in Appendix B shall be posted in the Superintendent's bulletin board during the school year and on his/her office bulletin board during the summer months. Selection to fill said vacancies shall be made by the Board in its sole discretion. No teacher shall be prohibited from voluntarily, and without extra compensation, taking on any activity not listed above or set forth in Appendix B, provided it has been approved by the Board.

- 12.4 The parties agree that normally teachers will not be required to attend assemblies during their conference - preparation time. However, if special circumstances warrant it, the administration may require teachers' attendance without additional compensation for a particular assembly provided notification is given to the teacher(s) involved.
- 12.5 If there are six, six-week marking periods in the school year, it is understood that teachers will not be required to fill out mid-period deficiency reports on individual students. If there are four nine-week marking periods, it is understood that teachers will fill out mid-period deficiency reports on individual students who are in danger of receiving a failing grade at that point.

Departments

- 12.6 Every teacher in junior and senior high school shall be assigned to a department, the definition of which is to be "a grouping of not less than five (5) teachers in the same or similar subject matter area", provided, however, there shall be no more than five (5) departments.
- 12.7 The department chairperson shall act in an advisory capacity for the coordination of programs and materials and shall serve as instructional liaison between the teachers of the department and the school administration. Department chairpersons shall be nominated by the department and names presented to the building Principals for consideration. In the event the building Principal does not accept the nominee, the process shall be repeated. It is recommended that the normal term be two (2) years and that s/he serve not more than two (2) terms.

Class Size

- 12.8 In as much as pupil/teacher ratio is an important aspect of an educational program, it is agreed by the parties hereto that, to the extent finances and facilities permit, the following class sizes shall be adhered to:

Grades K-3 - 26
Grades 4-6 - 30
Grades 7-12 – 165 contacts per day

In grades 7-12 except in gifted/talented, exploratory and special education classes, a teacher's daily average shall not exceed 33 students for his/her regular classes (165 student contacts per day). A teacher who has a combination of regular and special classes shall have his/her class load determined by the average of regular classes not exceeding 33 students per class. (The sum of 4 regular classes divided by 4 shall not exceed 33). Traditionally large group activities such as band, choir or physical education, study hall shall not be subject to the above limitations. In grades K-12 class size

shall be calculated on the fourth Friday of September and the second Friday of the second semester.

The Board shall make a reasonable effort to balance the assignment of special needs students, recognizing of course, the interests of students and teachers alike.

ARTICLE 13 - TEACHER EVALUATION

- 13.1 The purpose of evaluation is to assess and thereby improve teaching competence.
- 13.2 Teachers shall be evaluated each year.
- 13.3 The evaluation form shall be submitted by the administration within fifteen (15) school days after the observation with a copy to be furnished to the teacher.
- 13.4 The evaluation shall be discussed with the teacher in conference with his/her building principal.
- 13.5 The teacher may, at his/her option, write comments on the evaluation form within fifteen (15) days.
- 13.6 The teacher will sign the evaluation form to indicate it has been reviewed by him/her; however, such signature will imply neither agreement nor disagreement with the evaluation. Upon signature, a copy of the evaluation form will be given to the teacher.
- 13.7 Hidden cameras shall not be used for the purposes of a classroom observation.

ARTICLE 14 - VACANCIES AND TRANSFERS

- 14.1 When a vacancy or newly created position within the bargaining unit occurs, the Board shall give written notice to the Association President or designee not less than ten (10) days prior to the deadline for filing. Any teacher may apply for posted vacancies. Length of service and tenure status may be only considered by administration when all other factors are equal.
 - A. That current staff members who are applying for openings must have State certification for said position and be highly qualified.

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

ARTICLE 15 - LEAVES

15.1 Personal Illness or Injury. A teacher absent from duty because of personal illness or injury, including disabilities caused or contributed to by pregnancy, shall receive his/her full salary for the period of such absence up to the total number of sick days accumulated by the teacher (maximum of 190 days for current staff). The twelve (12) days of annual leave shall be credited to the teacher on the first day s/he reports for duty each school year. If the teacher terminates employment prior to the end of the year, the twelve (12) days will be prorated accordingly. For teachers who begin their duties after the start of school, the foregoing leave provisions will be provided on a pro rata basis; i.e., a full-time teacher beginning in November would be granted ten (10) days of sick leave for that year.

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

At the beginning of every school year, each teacher shall be credited with the number of days of sick leave not used during the prior school year, provided that for those teachers who use four (4) days or less of the twelve (12) days provided in the preceding paragraph, there shall be added to the number of unused sick leave days two (2) days at the end of the school year. The maximum number of days which may be accumulated shall be one hundred ninety (190).

If, at the beginning of any school year or during a school year, a teacher is ill and unable to assume his/her teaching duties in this school system, and such that teacher had unused accumulated sick leave days at the end of the prior school year, s/he will be allowed to use such previously accumulated sick leave days while s/he remains ill and unable to work, provided s/he is not otherwise employed. Such teacher shall not have any additional annual sick leave days until s/he has returned to his/her teaching duties in this school system, but at such time s/he shall be credited with twelve (12) annual sick leave days which may be applied retroactively.

Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Worker's Compensation Law and the sick leave benefits provided. To the extent that the Board makes payment to a teacher for that portion of his/her salary not reimbursed under the Worker's Compensation Law, said partial payments shall

be charged pro rata against the teacher's accumulated and additional sick leave days.

The use of sick time for immediate family will follow the Family Medical Leave guidelines.

15.2 Emergency Illness - Death. Absence without loss of salary shall be allowed each school year for up to a total of days so indicated in the following enumerated categories:

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

The Superintendent should have discretion to grant emergency leave for death, illness, or other emergencies related to the family members described in 1. and 2. above. Each day of any absence under this paragraph shall be charged against the teacher's sick leave days.

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

Personal business days shall not be used on professional development days and parent-teacher conferences, unless approval is granted by the administration.

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

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

- 15.4 Jury Duty. Any teacher subpoenaed to witness or called and/or selected to serve as juror in any of the duly constituted state or federal courts shall be granted such leave as is necessary to fulfill these obligations without loss in pay or other benefits. Any remuneration received by a teacher over and above his expenses for transportation, meals and other incidentals shall be forwarded to the Board. The Board reserves the right to request that the Court excuse the teacher from said duty. The teacher must not be a party to the litigation or a witness against the District.
- 15.5 Association Leave. The Association shall be allowed to select seven (7) days during the school year which may be used by a teacher, or teachers, selected by the Association, for Association business. The Association agrees to pay the substitute teacher rate to the Board of Education for the substitute teacher that is assigned to substitute when said days however, unless the Association notified the Principal's office in writing forty-eight (48) hours in advance of the proposed absences.
- 15.6 A medical leave of absence for sickness, pregnancy, or other medical disability shall be granted to any teacher who has used up his/her allotted sick leave accumulation. Family medical leave begins after three (3) consecutive days of absence. This leave shall be granted under the following conditions:
- A. A teacher will be granted a leave of absence due to sickness or other medical disability for up to two (2) calendar years upon presentation to the Board of a written certificate from a physician stating that he/she is no longer capable of performing his/her normal teaching duties.
 - B. Any teacher on such leave shall not be entitled to advancement on the salary schedule.
 - C. The teacher will be expected to return to work when authorized by his/her physician indicating s/he is capable of performing his/her normal teaching duties. Should the physician's statement indicate that the teacher is not capable of returning, the leave will be extended to that individual in accordance with the medical report up to the two (2) year maximum indicated in paragraph A above.
 - D. Upon recovery, the teacher shall forthwith notify the Board of his/her availability to resume teaching duties. Assignment to the same position will be guaranteed to those teachers going on leave for less than twelve (12) calendar weeks. The Board will make every effort to return the

teacher to his/her same position, if available, for leaves of duration of twelve (12) calendar weeks or paid leave time, whichever is longer.

- E. Should the teacher fail to return to work, when capable, such failure shall be construed as a voluntary termination of employment. If the teacher fails to return from FMLA on his/her own volition, the teacher shall reimburse the District the cost of health insurance premiums paid by the District.
- F. Should a teacher desire to take a personal leave of absence without regard to his/her ability to work following the birth or adoption of a child, such leave shall be granted as long as it does not extend beyond the 84th calendar day following the birth or adoption of the child. Said leave shall be granted without pay or monetary fringe benefits, except as provided for in the Family Medical Leave Act, upon receipt by the Superintendent of a written request within two (2) weeks after the birth or adoption of the child.

15.7 Sabbatical Leave. In order to provide opportunities for maximal professional improvement, sabbatical leave shall be available to teachers for formal, full time study or for educational travel.

(A) Eligibility

- (1) An applicant must be certificated and must have accrued seven (7) consecutive full years of teaching service in the Vassar Public Schools.
- (2) An applicant shall not have received a sabbatical leave during the seven (7) years immediately preceding any application.
- (3) Each applicant must agree to return to service in the Vassar Public School System immediately upon termination of the sabbatical leave and continue in such service for a period of three (3) years.
- (4) Only one (1) person may receive a sabbatical leave during a school year.

(B) Selection

- (1) Selection of the teacher to whom the sabbatical leave shall be given shall be made by the Board.

(C) Compensation

- (1) A teacher shall receive the insurance provided for teachers by the Board.

(2) Upon return from his/her sabbatical leave, the teacher shall be advanced on the salary schedule as though s/he had been employed as a teacher during the period of leave.

(D) A sabbatical leave may be for a portion of the year, but may not exceed a full school year.

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

ARTICLE 16 - NEGOTIATION PROCEDURES

16.1 All provisions in this Agreement may be reopened for negotiation after January 1 of the year in which the within contract terminates for the following contract years.

16.2 If negotiation meetings between the Board and the Association are scheduled by mutual consent during a school day, up to three (3) teacher representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. Additional teacher representatives will be released at the request of the Association and the Association agrees to reimburse the district for these representatives at the regular substitute rate of pay.

16.3 The parties hereby agree to meet periodically throughout the life of this Agreement in order to discuss topics of concern to either party, and to seek amicable solutions to problems that may arise, whether covered under the terms of this Agreement or not. The provisions of this paragraph shall not be interpreted in such a way as to bypass the negotiations process, and any written agreement which may arise therefrom shall be subject to ratification by the parties.

ARTICLE 17 - INSURANCE PROTECTION

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

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

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

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

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

17.2 In the event a teacher has exhausted all paid sick leave the board shall continue uninterrupted the above mentioned insurance fringes for a period of ninety (90) calendar days. Thereafter the teacher shall continue in the plan(s) by assuming

the payment of fringe benefit premiums until his/her return to work, subject to the terms of the carrier.

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

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

ARTICLE 18 - RETIREMENT

- 18.1 Upon the death or retirement of a teacher under the provisions of the Michigan Public School Employees Retirement System, the Board will pay to such employee Forty (\$40.00) Dollars for each day of accumulated sick leave, up to a maximum of \$7,600.
- 18.2 For all computations of experience for salary schedule purposes "full time" employees shall be defined as an employee that works for at least seven (7) hours per day for a minimum of 184 days per school year. (See Article 11.2 and 11.9). A "part-time" employee is a staff member that is contracted for less than seven (7) hours per day and 184 days of employment in the school year. The pro rata computation for part-time positions will be based upon a seven (7) hour day and teaching assignments will be 1/7 per class period. It is understood that 1/2 day teaching for a full year will be 1/2 year experience as would full-time teaching for one (1) semester. Days will be pro-rated in the ratio of 1 to 184.

Salary will be pro-rated for part time teachers at the beginning of each school year in increments of 1/2 steps. Fringe benefits will be pro-rated for part time employees.

ARTICLE 19 - PROFESSIONAL COMPENSATION

- 19.1 The salary schedule for 2011-2014 shall be as delineated in Appendix A.
- 19.2 Compensation for additional extra-curricular activities for 2011-2014 shall be as set forth in Appendix B.
- 19.3 All teachers who have eighteen (18) graduate hours beyond a Bachelor's Degree that apply on a Master's Degree program as well as those teachers who have twenty (20) graduate hours in a planned course of study applicable to a teacher's professional development as determined by the State Board of Education upon recommendation of the sponsoring institution will be placed on an intermediate schedule, to wit: one half the difference between the Bachelor's Degree salary and the Master's Degree salary at the teacher's respective salary step. Evidence of such shall be delivered to the Superintendent's office by October 1 or February 1 in order for the teacher to be placed on the intermediate schedule for the first or second semester respectively. Credit hours must have been earned after completion of a teaching certificate.
- 19.4 Newly employed, certified teachers and current teachers as described below, may be given credit for prior teaching experience in public school districts and/or accredited non-public schools at the superintendent's discretion, up to 7 years. The accredited non-public schools are identified on the current Listing of Non-Public Schools Meeting the Reporting Requirements as supplied by the Michigan Department of Education. Credit shall not be granted for home schooling.
- 19.5 Teachers' salaries shall be paid every other Friday in twenty-one (21) or twenty-six (26) payments for the balance of this contract, at the option of the teacher. The previous sentence notwithstanding, those teachers electing the twenty-one (21) payment plan shall receive the twenty-first paycheck on the final teacher duty day of the school year.
- 19.6 Any teacher who has accumulated over one hundred ninety (190) sick days for current members will be paid Forty (\$40.00) Dollars for each day over the capped days at the end of the current year.
- 19.7 Any teacher who fits into one of the following categories shall be compensated in addition to his/her normal salary at the rates listed in Appendix "B"; (a) any teacher who takes another teacher's students during his/her conference period, (b) any elementary teacher who takes another teacher's students resulting in

excess of the maxima listed in Article 12.8, any secondary teacher who takes another teacher's students resulting in an excess of the number of students normally assigned to him/her.

ARTICLE 20 - STATUS OF AGREEMENT

20.1 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

The TCBA hereby authorizes the local VEA President or any other person it designates to bind the Association to any amendments to the Agreement and/or letters of understanding signed by the local VEA President or any other person designated by the TCBA and the representative of the Board. The Board shall also be so bound by its representative's signature.

20.2 Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. Each contract shall set forth annual salary, number of accumulated sick leave days as of the end of previous school year, extra duties and compensation therefor. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

20.3 The annual contract of every new teacher shall become effective on the date s/he begins his/her service with the school district.

20.4 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 this Agreement by reference shall be incorporated into and be considered part of the established policies of the Board.

20.5 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall 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.

20.6 Copies of this Agreement shall be printed at the expense of the Board. One (1) copy shall be presented to each teacher now employed or hereafter employed. Furthermore, the Board shall furnish ten (10) copies of this Agreement to the

Association for its use. At the time of signing the contract, a member of the Association's Executive Board will be present.

ARTICLE 21 - DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2011 and remain in effect through August 31, 2014.

TRI-COUNTY BARGAINING ASSOCIATION

BY Kurt Ewester
Chief Spokesperson

BY Stephen J. Franks
President VASSAR EDUCATION ASSOCIATION

VASSAR BOARD OF EDUCATION

BY Michael Kennard
President

BY Russell W. Hillard
Secretary

BY _____
Chief Negotiator

APPENDIX A - SALARY SCHEDULE

2011-2012; 2012-2013; 2013-2014

STEP	BA	BA+	MA	MA+15	MA+30	MA+45
1	36,389	38,879	40,549	41,664	42,777	43,890
2	38,693	40,426	42,170	43,328	44,488	45,650
3	40,176	41,983	43,787	44,990	46,192	47,398
4	42,035	43,926	45,811	47,070	48,330	49,589
5	43,890	45,860	47,835	49,149	50,464	51,778
6	45,747	47,802	49,858	51,229	52,597	53,966
7	47,602	49,743	51,881	53,306	54,734	56,163
8	49,460	51,682	53,902	55,387	56,872	58,358
9	51,688	54,009	56,333	57,880	59,433	60,985
10	53,917	56,337	58,759	60,376	61,989	63,604
11	56,145	58,872	61,594	63,289	64,981	66,674
12	58,374	61,602	64,831	66,612	68,395	70,178

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

Longevity

- A. Beginning with the sixteenth (16th) year of service in the District, each teacher will receive \$1,290 in addition to the amount on the 12th step of the salary schedule.
- B. Beginning with the twenty-first (21st) year of service in the District, each teacher will receive \$2,576 in addition to the amount on the 12th step of the salary schedule.
- C. Beginning with the twenty-sixth (26th) year of service in the District, each teacher will receive \$3,862 in addition to the amount on the 12th step of the salary schedule.
- D. Beginning with the thirty-first (31st) year of service in the District, each teacher will receive \$4,452 in addition to the amount on the 12th step of the salary schedule.

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

**APPENDIX B
EXTRA CURRICULAR ACTIVITIES**

All increases in Appendix B will match the increases established in Appendix A.

Extra-Curricular Activities	Percent	36,389 Base Salary
Head Varsity Football	12	4,366.68
Assistant Varsity Football Coordinator	9.5	3,456.96
Assistant Varsity Football Coach	9	3,275.01
Head JV Football Coach	8	2,911.12
Assistant JV Football Coach	7.25	2,638.20
Head Frosh Football Coach	7.5	2,729.18
Assistant Frosh Football Coach	7	2,547.23
Junior High Football Coach	5.75	2,092.37
Jr. High Assistant Football Coach	3	1,091.67
Head Varsity Basketball Boys	12	4,366.68
Head Varsity Basketball Girls	12	4,366.68
Assistant Varsity Basketball Boys	3	1,091.67
Assistant Varsity Basketball Girls	3	1,091.67
Jr. Varsity Basketball Boys	8.25	3,002.09
Jr. Varsity Basketball Girls	8.25	3,002.09
Head Frosh Basketball Boys	7	2,547.23
Head Frosh Basketball Gils	7	2,547.23
Jr. High Head 8 th Basketball Boys	5.25	1,910.42
Jr. High Head 8 th Basketball Girls	5.25	1,910.42
Jr. High Head 7 th Basketball Boys	5.25	1,910.42
Jr. High Head 7 th Basketball Girls	5.25	1,910.42
Jr. High Assistant 7 th Basketball Boys	2.75	1,000.70
Jr. High Assistant 7 th Basketball Girls	2.75	1,000.70
Jr. High Assistant 8 th Basketball Boys	2.75	1,000.70
Jr. High Assistant 8 th Basketball Girls	2.75	1,000.70
Head Varsity Track Boys	9.5	3,456.96
Head Varsity Track Girls	9.5	3,456.96
Assistant Track Boys	7	2,547.23

Extra Curricular Activities	Percent	36,389 Base Salary
Assistant Track Girls	7	2,547.23
Jr. High Track Boys	5.25	1,910.42
Jr. High Track Girls	5.25	1,910.42
Jr. High Assistant Track Boys	2.5	909.73
Jr. High Assistant Track Girls	2.5	909.73
Varsity Baseball	9	3,275.01
Jr. Varsity Baseball	6.5	2,365.29
Frosh Baseball	6	2,183.34
Varsity Softball	9	3,275.01
Jr. Varsity Softball	6.5	2,365.29
Varsity Volleyball	9	3,275.01
Jr. Varsity Volleyball	6.5	2,365.29
Frosh Volleyball	6	2,183.34
Jr. High 7 th Volleyball	5.25	1,910.42
Jr. High 8 th Volleyball	5.25	1,910.42
Jr. High Assistant 7 th Volleyball	2.5	909.73
Jr. High Assistant 8 th Volleyball	2.5	909.73
Varsity Wrestling	9	3,275.01
Assistant Wrestling	6.5	2,365.29
Jr. High Wrestling	5.5	2,001.40
Jr. High Assistant Wrestling	2.5	909.73
Varsity Golf	6.5	2,365.29
Assistant Golf	3	1,091.67
Varsity Cross Country	8	2,911.12
Assistant Cross Country	3	1,091.67
Varsity Gymnastic	7.25	2,638.20
Assistant Gymnastic	3	1,091.67
Varsity Cheer Fall	5	1,819.45
Varsity Cheer Winter	5	1,819.45

Extra Curricular Activities	Percent	36,389 Base Salary
Jr. Varsity Cheer Fall	3	1,091.67
Jr. Varsity Cheer Winter	3	1,091.67
Frosh Cheer Fall	2.5	909.73
Frosh Cheer Winter	2.5	909.73
Jr. High Cheer Fall & Winter	2	727.78
Jr. High Assistant Cheer	1.25	454.86
Weightroom Coordinator	3.5	1,273.62
*Band Director – Senior High	11	4,002.79
*Band Director – Jr. High	5.5	2,001.40
*Color Guard Coach	1	363.89
Vocal Music - Director	4	1,455.56
Play Director – Musical	8	2,911.12
Play Director – Non-Musical	4.5	1,637.51
Play Director - Assistant Musical	4	1,455.56
*Vocal Music – Director – Musical	2.25	818.75
*Orchestra – Musical Play	1	363.89
*Academic Games	3.25	1,182.64
Math 1/5		
History 1/5		
Science 1/5		
Technology 1/5		
English 1/5		
Academic Track Jr. High Coordinator	3.5	1,273.62
*Academic Track Jr. High Coaches (1-10 positions)	3.5	1,273.62
Science Fair Coordinator	0.75	272.92
Science Fair Coordinator	0.75	272.92
Science Fair Coordinator	0.75	272.92
*Senior Class Advisor	3	1,091.67
*Senior Class Advisor	3	1,091.67
*Junior Class Advisor	3.75	1,364.59
*Junior Class Advisor	3.75	1,364.59

Extra Curricular Activities	Percent	36,389 Base Salary
*Soph Class Advisor	1.5	545.84
*Soph Class Advisor	1.5	545.84
*Frosh Class Advisor	1.5	545.84
*Frosh Class Advisor	1.5	545.84
*Yearbook Advisor	5	1,819.45
*Student Senate HS Advisor	3	1,091.67
*Jr. High Student Council Advisor	2.5	909.73
*Youth in Government Chair	2.25	818.75
*Youth in Government Assistant	1.25	454.86
*English Department Chairperson	1.5	545.84
*Fine Arts Department Chairperson	1.5	545.84
*History Department Chairperson	1.5	545.84
*Math Department Chairperson	1.5	545.84
*Science Department Chairperson	1.5	545.84
*French Club Advisor	1	363.89
*Spanish Club Advisor	1	363.89
*German Club Advisor	1	363.89
*SADD Club Advisor	1	363.89
*Varsity Club Advisor	1	363.89
*National Honor Society Advisor	1	363.89
*Art Club Advisor	1	363.89
*Camp Hartley Advisor/Night	1	363.89
*Camp Hartley Advisor/Night	1	363.89
*Camp Hartley Advisor/Night	1	363.89
*Camp Hartley Advisor/Night	1	363.89
*Camp Hartley Advisor/Night	1	363.89
*Camp Hartley Advisor/Night	1	363.89
*Driver Education Instructor		23.57/hr
*Driver Education Director		24.74/hr
*Substitute Teacher	Yearly Salary %	24.74

Extra-Curricular Activities	Percent	36,389 Base Salary
Longevity 11 th Year 16 th Year 21 st Year		322.88 657.82 988.06
*Activities not eligible for Schedule B Longevity payments		
****Assistant coach positions will be dropped when less than 12 athletes participate.		

In a given year when there is no Freshmen Baseball position, an assistant coach will be given to Varsity Baseball and Varsity Softball. The pay will be 2.5% for each position.

Curriculum: Upon the approval of the Superintendent, curriculum work outside the normal workday will be compensated using the current VE teacher hourly sub rate of \$24.74.

(Longevity payment made with the Schedule B payment after the completion of the season.)

APPENDIX C - SCHOOL CALENDAR

APPENDIX C – SCHOOL CALENDAR

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