

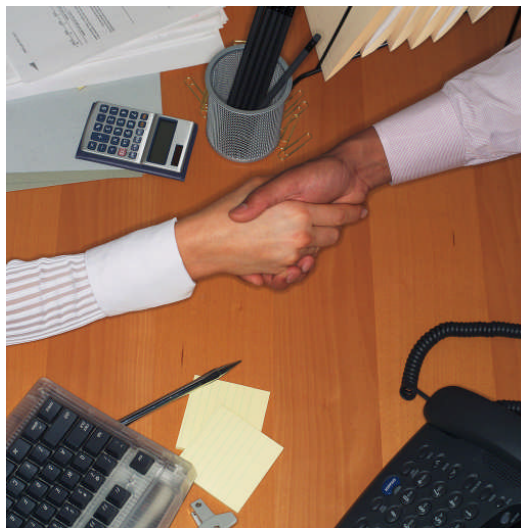
# *MASTER AGREEMENT*

*Between*

*Decatur Public Schools*

*And*

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



*2009-2011*

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## **AGREEMENT**

THIS AGREEMENT entered into this July 1, 2009 between the VAN BUREN COUNTY EDUCATION ASSOCIATION/DECATUR EDUCATION ASSOCIATION/ MICHIGAN EDUCATION/NATIONAL EDUCATION ASSOCIATION, a voluntary, unincorporated association, hereinafter called the "VBCEA/DEA/MEA/NEA" and the BOARD OF EDUCATION OF DECATUR PUBLIC SCHOOLS, VAN BUREN AND CASS COUNTIES, MICHIGAN, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

## **ARTICLE I    RECOGNITION**

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

## ARTICLE II ASSOCIATION AND TEACHER RIGHTS

### AGENCY SHOP

#### Section 1:

- A. Each bargaining unit member (with the exception of those current employees not paying dues as of November 1, 2000 who shall be grand-personed), shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction the employer shall, pursuant to MCLA 408.477; MSA 17.277(7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below. Any authorization form for deduction of dues or a service fee to be signed by an employee and revocation thereof shall be consistent with legal requirements.
1. The procedure in all cases of non-payment of the service fee shall be as follows:
    - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
    - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph A above.
    - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same. Additionally, the bargaining unit member may request that the Board of Education withhold or suspend involuntary wage deduction due to any asserted legal infirmity with the Association's internal procedures by which bargaining unit members may protest the calculation of the agency shop/service fee which is alleged to be not properly chargeable to bargaining unit members who elect not to become members of the Association.

- d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
  
- B. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding “Objections to Political-Ideological Expenditures – Administrative Procedures.” That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.
  
- C. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association’s notification to non-members of the fee for that given school year.
  
- D. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fees to be deducted by the district, and that said service fee includes only those amounts permitted by the Agreement and by law.
  
- E. The parties agree to cooperatively discuss and exchange information regarding the Association’s service fee collection and objection procedures. The Association agrees, upon request from the district, to provide the district for its review a copy of the Association’s current “Policy and Administrative Procedures Regarding Objections to Political-Ideological Expenditures,” together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or object to the service fee.

The Association further agrees to certify to the district that the Association and its affiliates have complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this article.

- F. Further, the Association agrees to promptly notify the district in the event a court order, an order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association’s expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an order or arbitration award, the District shall have the right to immediately

suspend involuntary wage deduction under this article and shall promptly give notice of any such decision to the Association.

- G. In the event that the Association fails to provide certification or information as called for in this article above, the Employer shall have the right, upon one week's notice to the Association local president, to discontinue all involuntary dues deductions for representation service benefit fees contained in this article until such time as the Association has fully complied with the provisions of this article.
- H. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body, or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the District and the Association.
- I. The Association shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the district in reliance upon information furnished to the District by the Association in the course of enforcing this section. Further, the Association agrees to indemnify and save the District, the Board of Education, the individual members of the Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorney fees or other forms of liability, as well as all court and/or administrative agency costs, that may arise out of or by reason of, action by the District or its agents for purposes of complying with the Association's security provisions of this Agreement. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this article are either unenforceable or void. If the hold harmless and indemnification provisions of this article are found to be unlawful, the District's duty to make involuntary deductions shall cease.

In the event of any legal action against the Employer brought in a court or administrative agency because of compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel provided:

1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.



3. The Association shall have complete authority to compromise and settle all claims, which it defends, under this section.

Section 2: The Association and its representatives shall have the following rights to conduct Association business:

- (a) The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for the use of school rooms before the commencement of the school day nor until 6:00 p.m. Advanced scheduling must be made with the Administration.
- (b) Use of teachers' mailboxes or e-mail for distribution of Association business.
- (c) Use of appropriate bulletin board space in each teacher's lounge.
- (d) Use of school duplicating equipment with the school providing duplicating operator and the Association paying any costs incurred. The use of duplicating equipment shall be done at reasonable times when not interfering with instructional programs and duplicating per the schedule of the operator. All other school business equipment may be used at a reasonable time and when otherwise not in use.
- (e) Appropriate prior notice of Board meetings shall be posted on the bulletin board outside of the Superintendent's office. The agenda shall be made available to the Association prior to each Board meeting.
- (f) The Board shall provide a copy of the official Board minutes.
- (g) The Board shall provide a copy of budgetary and other district information that is a matter of public record upon request.

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

Section 4: A teacher shall have the right to review the contents of all personnel records of the District pertaining to said teacher originating after original employment and to have a representative of the Association accompany him in such review. It is understood and agreed that the above personnel records shall include administrative evaluations, administrative directives to the individual, and parental complaints

directed toward the teacher. A teacher shall have the right to submit a letter of rebuttal to be placed in her personnel file as it relates to any of the above items in this section, providing, the letter of rebuttal is added within seven (7) calendar days of the date of review.

### **ARTICLE III RIGHTS OF THE BOARD**

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

- (1) To the executive management and administrative control of the school system and its properties and facilities and the contractual activities of its employees.
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal; and to promote and transfer all such employees.
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board after consultation with appropriate teaching and other professional staff members.
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teacher aids of every kind and nature, after consultation with appropriate teaching and other professional staff members.
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and by the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## **ARTICLE IV TEACHING HOURS**

Section 1: The teacher's day starts at 7:45 a.m. and ends at 3:15 p.m. on a regular school day. Teachers shall report to their assigned classroom at least five (5) minutes prior to the start of the student instruction. Teachers shall be required to follow the following daily schedule:

Start of Teacher Day:	7:45 a.m.
Teachers report to classroom:	7:55 a.m.
Start of Instructional Day:	8:00 a.m.
End of Instructional Day:	3:00 p.m.
End of Teacher Day:	3:15 p.m.

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

These specified building times cannot be adjusted by the Board more than fifteen (15) minutes from the times specified and then only by moving each time designated in the entire schedule for the building where the adjustment is to be made, forward or backward in the same direction. At no time shall the building times be more than fifteen (15) minutes before or after the times specified above.

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

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

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

Section 4: Except in emergency situations of short duration, all teachers shall have a duty free lunch period of 30 minutes. Teachers may volunteer to supervise during duty free lunch and accumulate time to trade for a release day. Fifteen (15) lunch periods are equal to one day. Teachers may opt for a daily free meal during that lunch period in lieu of accumulating the time toward a future release day. The building principal

will determine the number of volunteers needed and any rotation of volunteers will be decided by administration. The release day must be approved in advance by the building principal and many not be banked. Teachers can opt to receive substitute rate of pay in exchange for the release day. Unused release days remaining at the end of the year will be paid at the pro-rated daily substitute rate.

Section 5: Except when excused by the administrator in charge, attendance at professional staff meetings after school hours is mandatory for all teachers when such meetings are scheduled by the Board or the Administration. Teachers shall not be required to attend more than two (2) hours of such professional staff meetings in any week. These meetings will not occur on a weekly basis. Except in cases of emergency, said professional staff meetings shall only be convened with a minimum of twenty-four (24) hours advance notice. Normally, these meetings will be held on a predetermined weekday to be established at the beginning of the school year.

## ARTICLE V TEACHING LOADS AND ASSIGNMENTS

- Section 1: The normal weekly teaching load of a teacher in the High School will be: twenty-five (25) teaching periods and five (5) unassigned preparation periods. Assignment to a supervised study period in the High School shall be considered a teaching period for the purpose of this Article. Teachers at the Middle School will have a minimum of forty-five (45) minutes of preparation time per day. The normal weekly teaching load of a teacher in the elementary school shall include five (5) forty (40) minute unassigned preparation periods per week in grades K-4. For the purposes of this section the term “unassigned” shall mean that there shall be no regularly scheduled supervision of students. These times are specifically to be used for instructional preparation or related activities. Teachers shall, on occasion, be expected to be available for parent conferences, student assistance, administrative meetings, and other duties as required on an irregular basis as outlined above provided that appropriate notice is given.
- Section 2: Teachers of grades K- 4 shall not be required to supervise students during the students’ scheduled recess periods. If K- 4 recesses are used as a reward, teachers are to supervise the students. Teachers may, on a voluntary basis, supervise students during recess scheduled by the building principal. Teachers will be compensated with one release day for every twenty-five (25) recesses served. The release day must be approved in advance by the building principal and may not be banked. The number of volunteers and any rotation of volunteers will be decided by administration. Teachers can opt to receive substitute rate of pay in exchange for the release day. Unused release days remaining at the end of the year will be paid at the pro-rated daily substitute rate.
- Section 3: If a teacher is requested to teach a class during his preparation period on a full-time basis, he will receive additional compensation. The additional compensation shall be the teacher’s instructional hourly rate multiplied by the number of additional hours taught.
- Section 4: Whenever possible, High School teachers will not be assigned to more than three (3) different subject matter preparations. Whenever it is necessary, the teacher will be advised prior to such assignments.
- Section 5: Teachers, other than newly-appointed teachers, will be notified of their tentative programs for the coming year as soon as practicable and under normal circumstances not later than July 1st.
- Section 6: Any teaching assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure teachers, qualified in the particular area, regularly employed in the district.

Section 7: If "zero hour" classes are offered before or after the regular school day, it is with the understanding that (1) no teacher will be required to accept such responsibilities and (2) teachers who teach Board approved classes outside the regular school day will be paid using the formula in Section 3.

Section 8: A teacher that is assigned to substitute for another teacher by his principal (in an emergency situation) or volunteers to substitute for another teacher during his preparation hour as mutually agreed upon with the principal, will be paid at one-seventh of his per diem rate for the hour or period worked.

Section 9: A teacher who has no students because his scheduled class (has graduated, or is not in the building, etc.) may be assigned to teach another class during regularly scheduled class hours (preparation time excluded) without extra pay.

## **ARTICLE VI PROFESSIONAL QUALIFICATIONS**

Section 1: Staff members of Decatur Public Schools shall hold certificates valid in the state of Michigan and shall meet all qualifications prescribed by the law and the accrediting agencies of the school. This would not prohibit the school system from hiring people without certification if not required by the State.

## **ARTICLE VII VACANCIES**

Section 1: A teacher may apply for any vacant position at any time. Such application should be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application shall be renewed annually.

Section 2: In filling a vacancy within the negotiating unit, the Board agrees to consider the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. A teacher requesting a vacant position shall be interviewed before any outside posting. If said teacher is denied the position a conference shall be held by the principal to give a verbal explanation of the denial. The decision of the Board as to the filling of such vacancies shall, however, be final.

Section 3: Teachers will be notified by the District Office via e-mail for internal postings when an opening in the system occurs, during the school year. It is the responsibility of the teacher to keep his e-mail address current. A teacher interested in any such position shall be expected to make application immediately or within five (5) calendar days of the date of the announcement. A hard copy of the vacancy will be sent to the local association president.



## **ARTICLE VIII TRANSFERS**

- Section 1: The Board and Association recognize that changes in grade assignments or specialty assignments in the elementary schools, changes in subject assignment or grade levels in the secondary school grades, and transfers between schools will sometimes be necessary and desirable in the best interests of pupils and teachers.
- Section 2: The right of determination to transfer or reassign a teacher is vested in the Board. The Board will not, in any case, transfer a teacher without prior discussion with said teacher. Such transfers shall be on a voluntary basis whenever possible.
- Section 3: In making involuntary transfers, the convenience and wishes of the individual teacher will be honored to the extent possible when these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.
- Section 4: It is understood that the Decatur Board of Education does not grant tenure in non-classroom positions or in a specific teaching assignment and said tenure is hereby specifically denied.
- Section 5: Notice of transfer will be given to the teacher as soon as practicable and under normal circumstances not later than the end of the semester preceding the effective date of the transfer, except in cases of a change of assignment pursuant to Article V, Section 5.
- Section 6: Teachers desiring a transfer or reassignment will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted in writing between September 15th and June 1st of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.

## **ARTICLE IX GRIEVANCE PROCEDURES**

- Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, or application of the terms and provisions of this Agreement.
- Section 2: A teacher who believes he has a grievance shall first discuss the matter with his Principal personally or accompanied by an Association representative or Association officer within five (5) school days after the occurrence of the event or when the teacher should have had knowledge of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this manner, the following formal grievance procedure shall apply.
- Section 3: **FIRST STEP.** Any grievance that is not settled as set forth in Section 2 of this Article or those grievances submitted by the Association shall be submitted in writing on grievance form (Appendix F) to the Principal of the school in which the grievance arises. All grievances shall state the facts upon which they are based, when they occurred, and shall be signed by the teacher who is filing the grievance or any officer of the Association when the Association files the grievances and shall be submitted to the Principal within three (3) school days after the informal meeting described in Section 2 above or the occurrence of the event upon which the grievance is based for those matters submitted by the Association. The Principal shall give a written answer to the aggrieved teacher or the Association within two (2) school days after receipt of the written grievance. If the answer is mutually satisfactory, the Grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Principal.
- Section 4: **SECOND STEP:** If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the Grievant and/or his Association representative or representatives shall notify the Superintendent in writing, within three (3) school days after receipt of the Principal's First Step answer of the desire to appeal. If such written request is made, the Superintendent or his designee shall meet with the Grievant and/or the Association representative or representatives within five (5) school days to consider the grievance. The Superintendent shall give a written answer to the aggrieved teacher and/or his Association representative or representatives within five (5) school days after the date of this meeting. If the answer is mutually satisfactory, the Grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Superintendent.
- Section 5: **THIRD STEP.** If the grievance has not been settled in the Second Step, and if it is to be appealed to the Third Step, the Grievant and/or his Association Representative or representatives shall notify the Superintendent in writing within five (5) school days after receipt of the Superintendent's Second Step answer of the desire to appeal. If such request is made, the grievance shall be reviewed at a meeting of the Board or its designated representative, the Superintendent, the Grievant and/or the Association representative or representatives within ten (10) school days after

receipt by the Superintendent of the notice of the desire to appeal. A written answer shall be given by the Board's representative to the aggrieved teacher and the Association representative within fifteen (15) school days after the date of the Third Step meeting.

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

## **ARTICLE X TEACHING CONDITIONS**

Section 1: The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

Section 2: The pupil-teacher ratio is an important aspect of an effective educational program and therefore the parties agree that the class size should be consistent with the philosophy of individual instruction. This philosophy will be implemented whenever possible as determined by the Board of Education.

(a) A minimum of one (1) teacher's aide shall be provided for each grade level K-8. It is understood that teacher aides will normally not be assigned to the art and music classes as per past practice. However, it is understood that situations (i.e. large class sizes, special needs students) may arise which would deem it necessary to assign teachers aides to the art and music classes. In the event either party determines that the school district is in dire financial need, the parties agree to reconvene to consider a letter of agreement regarding this section. Prior to any teacher being laid off, parties agree to reconvene to consider a letter of agreement regarding this section.

(b) When the number of students assigned to a kindergarten, first, second, third or fourth grade teacher is thirty (30) or more as of the first official fall state count day of school, the Board of Education will actively seek teacher aides for that section or sections with thirty (30) or more students.

(c) When the number of students assigned to teachers in the Middle School and High School results in having sections with thirty-three (33) or more (except study hall, music, or P.E.) as of the official September count, the Board of Education will actively seek teacher aides for that section or sections with thirty-three (33) or more students.

(d) The Board may assign aides to any teacher when, in their opinion, an aide is needed.

(e) The Board will consider the hiring of additional teaching staff where class sizes exceed the levels specified above.

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

## **ARTICLE XI PROFESSIONAL DEVELOPMENT**

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

## **ARTICLE XII PROTECTION OF TEACHERS**

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

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

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

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

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

Section 3: No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher’s personnel file unless such matter is reported in writing to the teacher within five (5) school days of the date of the complaint.

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

## ARTICLE XIII PROFESSIONAL COMPENSATION AND FRINGE BENEFITS

Section 1: The salary schedules for all certified personnel are set forth and attached hereto as Appendix A.

Section 2: Insurance benefits are listed in Appendix D.

Section 3: Experience - Other Schools. Credit for experience may be given to a person having taught in accredited public or private schools up to a maximum of ten (10) years providing this experience was within the fifteen (15) year period immediately prior to teaching in Decatur.

Section 4: Experience - Military. Experience including up to two (2) years active military service on condition of separation under honorable conditions will be granted. (This does not apply to Reserve or National Guard duty.) Until tenure is granted, affected personnel shall be placed on the regular pay schedule. After the granting of tenure, the affected teacher will receive up to two (2) years experience.

The phrase "This does not apply to Reserve or National Guard duty" means that seniority will not be granted unless the person is on extended uninterrupted active military duty, because of a National or State emergency, or unless the Board grants a leave of absence to any employee for the purposes of serving on Reserve or National Guard duty beyond the normal (usually two weeks) Reserve or National Guard annual training.

Section 5: Additional Education. A sum of One Hundred Fifty Dollars (\$150) per semester hour will be paid for the additional education successfully completed toward a degree, proper certification, professional improvement in a teacher's area, or any course authorized by the administration. All reimbursement for continuing education must be pre-approved. Continuing education paid by the district must be in the teacher's highly qualified area (current teaching subject area/certification), an area pre-approved by administration to achieve a highly qualified certification status in a teaching area as defined by the State of Michigan and No Child Left Behind legislation, or a degree to maintain proper certification at the discretion of the Board beginning with July 1, 2008. Reimbursement under this section is limited to six (6) semester hours per fiscal year per teacher. Reimbursement for classes will be paid after the course work is completed and documentation has been provided to the district office. There is a lifetime maximum tuition reimbursement of \$3000, beginning with the 06-07 contract.

Section 6: Master's Salary Schedule Increments. Upon successful completion of all requirements of a Master's degree, a teacher shall be placed on the appropriate step of the Master's degree salary schedule, effective at the beginning of the semester following the presentation of an official transcript that states the Master's Degree has been awarded as well as the stated major to Administration. The appropriate step shall reflect current position, years of teaching and/or credit granted in accordance with Section 3 above.

## ARTICLE XIV LEAVES

### A. PAID - PROFESSIONAL AND PERSONAL BUSINESS

For the purposes of paragraph "A" Article XIV, "Immediate Family" shall be defined as spouse, mother, father, step-mother, step-father, children, step-children, brother, sister, aunt, uncle, grandparents, grandchildren, niece and nephew, parents-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

Section 1: Sick leave policies for teachers shall consist of twelve (12) days per year for illness, cumulative to one hundred and forty (140) days. Six of the 12 sick days shall be granted at the beginning of each year, the remaining six sick days will be granted at the beginning of second semester. A doctor's statement may be requested for approval of the Administration. If such statement is requested by the Board, the Board shall pay for such examination, provided the teacher shall be examined by a doctor of the Board's selection.

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

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

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

(a) Leaves taken under this section shall be for the purpose of conducting business which cannot be conducted at a time other than during the school day.

(b) Unused personal business days shall be added to the teacher's sick leave accumulation at the conclusion of the school year. Such accumulation shall be without restriction to the number of sick leave days which could otherwise be accumulated under Section A (1) of this Article.

Section 5: Jury Duty: A teacher shall be entitled to leave for jury service or to testify in any judicial or administrative matter of a school related nature, provided the teacher is



not suing or being sued by the District. A teacher shall be entitled to leave for any arbitration or fact-finding if the teacher is unable to be excused or to have such service rescheduled at a time which does not conflict with the discharge of the teacher's professional responsibilities. The teacher shall be paid her regular compensation, without deduction of leave days. Any compensation received, except mileage, shall be reimbursed to the District.

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

B. UNPAID - PROFESSIONAL AND PERSONAL BUSINESS

Section 1:

(a) Upon receipt of a written request by a teacher, the Board may grant said teacher a sabbatical leave for professional improvement for a period not to exceed two (2) semesters at any one time provided said teacher has been employed at least seven (7) consecutive years by the Board, and at the end of each additional period of seven (7) or more consecutive years of employment, and further provided that the teacher is holding a permanent, life, or continuing certificate.

(1) During said sabbatical leave the teacher shall be considered to be in the employ of the Board but shall not receive compensation or insurance benefits, provided that the Board shall not be held liable for death or injury sustained by any teacher while on sabbatical leave.

(2) Teachers on sabbatical leave may maintain their bank of accumulated leave credits but not accumulate further credits while on sabbatical leave.

(3) Teachers on sabbatical leave may be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations of the Michigan Public School Employees Retirement System.

(b) A teacher, upon return from a sabbatical leave shall be restored to his teaching position or to a position of like nature, seniority, status, and pay on the next step higher on the salary schedule than he/she was on immediately before going on sabbatical leave. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board made pursuant to this Agreement and/or any law.

Section 2: The Board shall grant to any female teacher a leave of absence for the purpose of childbirth. Such leave shall commence when the teacher is no longer able, in the opinion of her physician, to adequately perform the duties to which she is regularly assigned and shall continue, after the end of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned. The teacher shall have the option of using accumulated sick leave, or taking an unpaid leave with three months of health insurance benefits paid.

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

- (a) The reinstatement shall be to the teacher's similar or like position.
- (b) The leave may be extended up to a period of two (2) years, by the written request of the teacher.

Section 3: Upon request of a teacher, the Board may grant a leave of absence to a parent for the purpose of child care due to adoption. Up to six (6) weeks of a teacher's accumulated sick leave may be taken. The teacher shall be reinstated to the same or a like position upon returning.

Section 4: At the beginning of every school year, the Association shall be credited with five (5) days to be used by the Association (not to exceed four (4) individuals on any one (1) day) for Association activities. The Association agrees to notify the Board no less than five (5) working days in advance of taking such leave.

- (a) Association agrees to pay substitutes' pay.

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

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

A full-time teacher who has been employed at least 12 months is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

- (a) due to the birth of the employee's child in order to care for the child;
- (b) due to the placement of a child with the employee for adoption or foster care;
- (c) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- (d) due to a serious health condition that renders the employee incapable of performing the functions of his job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider.

### C. SICK LEAVE BANK

- Section 1: All new teachers shall contribute two (2) sick leave days to a sick leave bank at the beginning of their first year of employment. Any time that the number of sick days in the bank shall reach or fall below one hundred and thirty (130), each member shall contribute one additional sick day. Sick bank renewal shall occur no more than once per academic year.
- Section 2: Teachers shall be eligible to apply for withdrawal of days from the sick leave bank as outlined in the attached guidelines (Appendix G) after the expiration of their accumulate sick leave.
- Section 3: No teacher shall use more than sixty (60) days per condition and sixty (60) days per school year.
- Section 4: Teachers applying to the sick leave bank shall provide medical proof of disability and must be willing to submit to an examination by a physician appointed by the Board at the Board's expense, if requested.
- Section 5: Disabilities will be considered eligible for the sick leave bank.
- Section 6: The bank shall be administered by the Association as provided in the attached guidelines (Appendix G). These guidelines shall be developed by the Association, approved by the Board of Education, and attached to this agreement as an appendix item. The Association shall, within five (5) school days, notify the business office of each withdrawal from the bank. A copy of any medical information used as supporting evidence of the request shall be attached to this notification.
- Section 7: Teachers shall not draw sick leave bank days while they are receiving statutory or contractual income protection benefits funded by the school district.

## **ARTICLE XV SCHOOL YEAR**

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

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

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

## **ARTICLE XVI MUTUAL CONCERNS COMMITTEE**

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

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

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

## **ARTICLE XVII LAYOFF AND RECALL**

Section 1: When the Board of Education determines to reduce staff in accordance with the procedures outlined in this Article, affected teachers shall be notified at least thirty (30) days prior to the date on which the layoff is implemented. Teachers who are “bumped” in the process of staff reduction shall not be entitled to the thirty (30) days notice period prior to their displacement.

Section 2: It shall be recognized that the first decision required of the Board of Education is to make a determination as to the discipline and/or grade levels that will be affected when it becomes necessary to reduce teaching personnel. Upon making that determination, if there are probationary teachers currently teaching in that discipline or grade levels, those probationary teachers will be the first ones laid off as the result of the reduction. This layoff of probationary teachers shall be by seniority, provided the remaining probationary teachers are certified and qualified for the remaining bargaining unit positions held by probationary teachers. After laying off any such probationary teachers, if it is necessary to go beyond those individuals, the Board of Education shall lay off those tenured teachers in the affected discipline or grade levels having the least seniority and who are not certified and qualified for any of the remaining bargaining unit positions. A tenure teacher displaced pursuant to this procedure shall have the right to assume the position of the least senior teacher whose position the more senior displaced teacher is both certified and qualified to assume.

Section 3: Definitions:

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

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

- (b) “Certification” is defined as the extent and limitations of the endorsements listed on the teacher’s current valid certificate issued by the Michigan Department of Education.

- (c) Qualification shall be defined as:

For positions at the elementary level, middle school level, and high school level, special education as well as for positions in the special areas of music, art, and physical education, teachers must meet the definition of “highly qualified” in accordance with federal and state legislation and state rules and regulations as defined by the Michigan Department of Education.

Section 4: The certification and qualifications of a teacher to be laid off shall be the certification and qualifications on file with the Board at the time the notice of layoff is sent. The certification and qualifications of a teacher to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notification of recall from layoff is sent. It is the teacher’s duty to make sure the Board’s records are correct and to notify the Board, in writing, of any inaccuracies or changes.

Section 5: Each year, prior to December 1, the Superintendent or his designee shall prepare a seniority list and transmit a copy of the same to the President of the Decatur Education Association and post a dated copy in each building. The names of all teachers at the time of preparation of the seniority list shall be listed in order of their seniority, starting with the teacher having the greatest amount of seniority. The seniority list shall also contain: certification, years and days of service, current assignment, academic majors and minors, and whether the teacher has probationary or tenure status. In the event of ties in seniority, all teachers so affected will participate in a formal drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified, in writing, of the date, time, and place of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance. If a member does not appear for the drawing, the president or designee of the D.E.A. shall draw for the member. The Association shall have thirty (30) days from the date of posting to allege any error or discrepancy in the seniority list. Otherwise, the list prepared by the Superintendent shall be conclusive.

Section 6: Teachers shall be recalled in inverse order of layoff for new or reactivated positions for which they are certified and qualified, provided, however, that this right to be recalled shall terminate upon the expiration of thirty-six (36) months after the effective date of layoff.

- (a) It shall be the responsibility of each teacher to notify the Board of any change of address and any change of status as it relates to being considered for recall.
- (b) The Notice of Recall shall be by certified return receipt mail to the teacher’s last known address. A teacher must indicate acceptance of the recall, by certified mail to the Superintendent, within fifteen (15) days from the

postmarked date of the Notice of Recall. Failure to do so shall forfeit the right of the teacher to remain on the recall list.

- (c) The District will meet with the union following any layoff to discuss the seniority list and recall, prior to recalling or posting a position. The Board retains the right to recall, post and hire.

Section 7: Reduced-time Positions

If a teaching position is reduced from full to part-time, the following procedures will be implemented in order to fill that position:

- (a) The person on the recall list with the greatest seniority who is certified and qualified shall be first eligible for the part-time position and will be given an opportunity to accept or decline the part-time position.
- (b) If such person accepts then the position is filled.
- (c) If the most senior certified and qualified person declines the position, then the position will be offered to the next senior certified and qualified person on the recall list. This process will continue until each certified and qualified person who has been laid off has an opportunity to accept or decline the position.
- (d) A person who accepts recall to a part-time position would have first opportunity to fill a full-time position for which she is certified and qualified, should it later become available.
- (e) Should all certified and qualified persons on the seniority list decline that position, then the least senior on-staff teacher who is certified and qualified shall be offered the position. If said teacher declines the position, he will be laid off and the Board may seek to fill the part-time position from outside the bargaining unit.
- (f) The acceptance or refusal of a part-time position must be made within seven (7) days of the time the vacancy is made known to the affected teacher. During vacation periods or the summer recess, laid off teachers must have a current contact address available and on file in the Superintendent's office.
- (g) Nothing shall preclude the Administration from notifying all certified and qualified persons of a part-time vacancy at the same time. In the event more than one qualified person accepts the position within the seven (7) day time constraint, the position will automatically be awarded to the certified and qualified person with the most seniority.

## **ARTICLE XVIII MISCELLANEOUS PROVISIONS**

Section 1: This Agreement between the Decatur Board of Education and the Decatur Education Association may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

Section 2: This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

Section 3: If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be null and void, but all other provisions or applications shall continue in full force and effect.

Section 4: Copies of this Agreement shall be made at the expense of the School District. A copy shall be e-mailed to all members of the bargaining unit, and a copy of the agreement will be posted on the teacher server. The district will provide the association with a diskette containing the agreement. Further, the Board shall furnish twenty (20) copies of the master agreement to the Association for its use.

Section 5: Direct Deposit will be available to all teachers. Teachers will be allowed deposit into a maximum of two financial institutions of the teacher's choice.

- (a) Ameriprise, M.E.A. Financial Services, ~~Fidelity~~, Valic and any other financial service that is offered through the Michigan Retirement Investment Consortium (MRIC).
- (b) The annuity option offered by the Horace Mann Company will be grand-personed to the existing participants. No additional memberships in this annuity will be permitted.

Section 6: The Board agrees to pay the teachers in equal amounts to be paid every other Friday. The teachers will also have the option of being paid in 21 or 26 equal payments.

Direct Deposit is available to all teachers. If a teacher chooses to receive a paper check, checks will be available on Friday mornings of pay week in the District Office prior to 12:00 noon, unless the Friday is a holiday or falls during any teacher vacation period or during the summer. In that case, and during the summer for teachers choosing 26 pays, the teacher must provide the district office with stamped self-addressed envelope and the check will be mailed by U.S. mail at the address listed in the Employee Directory, Friday morning of payroll week. Failure to provide a self-addressed envelope will result in the check being held in the District Office vault until the next work day for District Office staff following the pay day.



- Section 7: This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration, or additions only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- Section 8: The Association agrees that during the term of this Agreement neither it nor the employees shall authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act 336, as amended by Public Act 379. Nor shall the Board engage in any lockout as prohibited by law.
- Section 9: A mentor teacher program will be provided at Decatur Public Schools. Probationary teachers will be provided a mentor teacher during the first year of their probation. During subsequent probationary years, probationary teachers may be provided with a mentor teacher (and will be provided with a mentor teacher if the probationary teacher is still in the first three years of a classroom teaching assignment pursuant to Section 1526 of the Revised School Code). Mentors will be selected by building principals. Every effort will be made to match mentor teachers and probationary teachers who work in the same building and have the same area of certification. No mentor will be assigned more than one (1) mentee unless there are no qualified mentors who volunteer. Assignment as a mentor is voluntary on the part of the mentor. If the mentor is not a DEA member, the principal will consult with the Association prior to assignment of the mentor. Mentors will be paid an additional 2% of the B.A. Base. If the assignment as a mentor ends after one semester, the stipend may be prorated. Mentors may be required to attend a training session not to exceed one day, at the same rate per hour as defined for curriculum work in Appendix C, if the training session is in addition to the contracted school year. First year probationary teachers will be required to attend training as part of their first year contract. Probationary teachers, with assigned mentors, which are in their second or third year of teaching, may be required to attend a training session not to exceed one day and will receive the same rate per hour as the mentor teacher if the training session is in addition to the contracted school year. As a part of this training, the building principal or district office administration will discuss the duties and expectations of the mentor program with the mentor. Mentors will help probationary teachers prepare lesson plans, prepare for other teaching duties, adjust to the school system, and assist in other appropriate ways. A mentor and probationary teacher will jointly develop a meeting “plan” at the beginning of the school year. This plan will be submitted to the building principal. During the year, the mentor will keep a written log of meetings and discussions with the probationary teacher and the building principal about the mentor assignment. The log will include at a minimum dates, times, and a brief summary of topics discussed. The building principal may request a copy of the log or ask to see the log at any time. However, the mentor teacher program will not be included in the evaluation process.



## **ARTICLE XIX JUST CAUSE**

Section 1: No teacher shall be disciplined or reprimanded without just cause. Any discipline or reprimand being without just cause may be subject to the grievance procedure hereinafter set forth, unless the discipline is subject to the procedures set forth in the Tenure Act. It is expressly understood that disputes arising over the discharge or failure to re-employ a tenured teacher shall be subject only to the procedures set forth in the Tenure Act. Further, it is expressly understood that disputes arising over the discharge or non-renewal of a probationary teacher shall be subject only to the procedures for non-renewal of a probationary teacher set forth in the Tenure Act. The discharge or non-renewal of a probationary or tenured teacher shall not be subject to the grievance procedure hereinafter set forth.

Adverse evaluations shall not be considered reprimands, or discipline, but reprimands or discipline resulting from adverse evaluations shall be grievable subject to the above restrictions. Extra curricular positions shall be excluded from just cause.

**ARTICLE XX DURATION OF THE AGREEMENT**

**ARTICLE XX DURATION OF THE AGREEMENT**

This Agreement shall be effective upon ratification of by the parties and shall expire on June 30, 2011 unless extended by mutual written agreement. If an agreement on the renewal or modification is not reached prior to the expiration day, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

In witness thereof the parties hereto have caused this Agreement to be signed by their respective representatives.

**VBCEA/NEA/MEA/DEA**

**DECATUR BOARD OF EDUCATION**

By: Rose Emmendorfer 2/15/10  
DEA President Date

By: James W. Fisher 2/15/10  
Board President Date

By: Martha O'Neil 2-15-10  
DEA Negotiations Date

By: Brian Papp 2-15-10  
Board Secretary Date

By: Melanie A. Waltz  
VBCEA Representative Date

By: \_\_\_\_\_

**APPENDIX A      SALARY SCHEDULE**

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

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

Section 3: Each school year an additional longevity amount will be added to the salary of a staff member based on experience earned in Decatur or transferred into Decatur at the time of original employment. This longevity amount will be as follows:

Thirteen (13) – Fourteen (14) BA and	
Fourteen (14) MA yrs. of service	= \$550
Fifteen (15) - Nineteen (19) years of service	= \$1,050
Twenty (20) - Twenty-Four (24) years of service	= \$1,700
Twenty-Five (25) years or more of service	= \$2,500

Section 4: Retirement Severance Pay

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

**SALARY SCHEDULE 2009-2010 and 2010-2011**

Decatur Education Association

<u>STEP</u>	<u>BA</u>	<u>MA</u>
1	\$32,281	\$34,981
2	\$33,940	\$36,767
3	\$35,579	\$38,552
4	\$37,239	\$40,246
5	\$38,903	\$42,116
6	\$40,567	\$43,899
7	\$42,229	\$45,684
8	\$43,894	\$47,465
9	\$45,551	\$49,248
10	\$47,218	\$51,031
11	\$48,880	\$52,816
12	\$52,984	\$54,598
13		\$59,032

**APPENDIX B CALENDARS**  
**Decatur Public Schools**  
**CALENDAR 2009-2010**

August 25, 2009	All Teachers 6.3 hours Professional Development
August 26, 2009	All Teachers 6.3 hours Professional Development
August 27, 2009	All Teachers 6.3 hours Professional Development
September 8, 2009	First Day of School
November 6, 2009	Records Day ½ Day All Students
	<b>End of First Marking Period (44 days)</b>
Week of November 9, 2009	K-12 Conferences
November 12, 2009	K-8 Conferences, ½ Day K-8 Students
November 13, 2009	No School
November 25-27, 2009	No School – Thanksgiving Break
December 21 - Jan. 1	Holiday Break
January 4, 2010	School Resumes
January 18, 2010	All Teachers 6.3 hours Professional Development
January 21, 2010	Semester Exams (1/2 Day Students 9-12)
January 22, 2010	Records Day ½ Day All Students
	<b>End of Second Marking Period (40 days)</b>
Week of February 15, 2010	K-12 Conferences
February 18, 2010	K-8 Conferences, ½ Day K-8 Students
February 19, 2010	No School
February 22, 2010	Winter Break
March 19, 2010	All Teachers 6.3 hours Professional Development
March 26, 2010	Records Day ½ Day All Students
	<b>End of Third Marking Period (42 days)</b>
April 2, 2010	Good Friday – No School
April 5-9, 2010	Spring Break
May 31, 2010	No School – Memorial Day
June 8, 2010	Semester Exams 1/2 Day Students 9-12
June 9, 2010	½ Day All Students, Records Day
	<b>End of Fourth Marking Period (46 days)</b>
June 10, 2010	Last Day Teachers, ½ Day

172 Student Days

177.5 Teacher Days

**Decatur Public Schools  
CALENDAR 2010-2011**

August 31, 2010	All Teachers 6.3 hours Professional Development
September 1, 2010	All Teachers 6.3 hours Professional Development
September 7, 2010	First Day of School
October 1, 2010	All Teachers 6.3 hours Professional Development
November 5, 2010	Records Day ½ Day All Students
	<b>End of First Marking Period (43 days)</b>
Week of November 8, 2010	K-12 Conferences
November 11, 2010	K-8 Conferences, ½ Day K-8 Students
November 12, 2010	No School
November 24-26, 2010	No School – Thanksgiving Break
December 20-31, 2010	Holiday Break
January 3, 2011	School Resumes
January 17, 2011	All Teachers 6.3 hours Professional Development
January 27, 2011	Semester Exams (1/2 Day Students 9-12)
January 28, 2011	Records Day ½ Day All Students
	<b>End of Second Marking Period (45 days)</b>
Week of February 14, 2011	K-12 Conferences
February 17, 2011	K-8 Conferences, ½ Day K-8 Students
February 18, 2011	No School
February 21, 2011	Winter Break
April 1, 2011	Records Day ½ Day All Students
	<b>End of Third Marking Period (43 days)</b>
April 4-8, 2011	Spring Break
April 22, 2011	Good Friday – No School
May 13, 2011	All Teachers 6.3 hours Professional Development
May 30, 2011	No School – Memorial Day
June 8, 2011	Semester Exams 1/2 Day Students 9-12
June 9, 2011	½ Day All Students, Records Day
	<b>End of Fourth Marking Period (41 days)</b>
June 10, 2011	Last Day Teachers, ½ Day

172 Student Days

177.5 Teacher Days

Open House will be scheduled September 1, 2010 from 5-7 p.m. at Davis and Middle School and 6-8 p.m. at the High School.

Any time missed due to conditions not within the control of school authorities (as defined by MDE) that jeopardizes required instructional time will be added to the end of the school year.

1/20/10



## APPENDIX C SPECIAL SERVICES

<u>Section 1:</u>	Drama/Dramatics	5.8% B.A. Base
	Debate	2.4% B.A. Base
	H.S. Yearbook Advisor (When not a tchg. Assign.)	3.4% B.A. Base
	Elementary Yearbook Advisor	1.0% B.A. Base
	M.S. Yearbook Advisor	2.0% B.A. Base
	Science Olympiad (When not a tchg. assign.)	2.4% B.A. Base
	K-8 Grade Level Rep. (9 tchrs.)	1.0% B.A. Base
	9-12 Academic Dept. Chairs (4 tchrs.)	1.0% B.A. Base
	School Improvement Chairs (Math, Science, Social Studies, English)	1.0% B.A. Base
	9 <sup>th</sup> Grade Advisor	1.0%B.A. Base
	10 <sup>th</sup> , 11th & 12th Grade Advisor	2.0% B.A. Base
	K-4 Student Council Advisor	2.0% B.A. Base
	5-8 Student Council Advisor	3.0% B.A. Base
	9-12 Student Council Advisor	3.5% B.A. Base
	S.A.D.D. Advisor	1.0% B.A. Base
	National Honor Society	2.0% B.A. Base
	Band Director	10.0% of Salary Step
	Additional Club/Activity (Board approved)	1.0% B.A. Base
	Girls on the Run (one individual at this rate)	1% B.A. Base
	Wednesday School	\$18.00 per Hour
	Scheduled Tutoring	\$20.00 per Hour
	Summer School	\$20.00 per Hour
	(Summer Recreation, H.S. Completion, Elementary Program)	
	Homebound Instruction	\$20.00 per Hour + Mileage
	Administratively Assigned Curriculum Work	
	Beyond Regular Teaching Day	\$20.00 per Hour

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

All Appendix C vacancies shall be posted each year.

APPENDIX D INSURANCE

**Section 1:** The Board shall pay the premium cost for twelve (12) months for each teacher submitting an accepted MESSA insurance application toward the purchase of the MESSA insurance program, PAK A or PAK B as described below.

The Board shall contribute ninety percent (90%) payment toward the premium cost of the PAK A or the PAK B premium for twelve (12) months for each teacher. All bargaining unit members will be responsible for paying ten percent (10%) of the total premium for the MESSA PAK selected.

**MESSA PAK A**

<b>Medical:</b> Choices II XVA2 \$5/\$10 Rx Co Pay	<b>Life:</b> \$20,000 Life with AD&D	<b>Vision:</b> VSP-2	<b>Dental:</b> 80/80/80:\$1,000 annual maximum 80: \$1,000 lifetime maximum 2 cleanings per year no adult orthodontics
<b>LTD:</b> 50% max. eligible salary \$4,000 Monthly Maximum 90 Calendar-Day Straight Wait Alcoholism/Drug Waiver (2 yr limit) Mental Health/Nervous Waiver (2 yr limit)		2 Year Own Occupation 5% Minimum Payout Pre-Existing limits waived Freeze on Offsets No survivor income	

**MESSA PAK B**

<b>Medical:</b> None	<b>LTD:</b> Same as PAK A	<b>Life:</b> Same as PAK A	<b>Vision:</b> VSP-3	<b>Dental:</b> Same as PAK A
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**Section 2:** Benefits provided under the insurance programs established under Section 1 herein shall be those as outlined, unless otherwise negotiated and/or agreed to by the parties.

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

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

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

- (b) The amount of the cash option is the single subscriber premium for the current teacher insurance, but shall not exceed \$545.58.

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

Section 6: A teacher with less than a full-time assignment shall be provided prorated insurance benefits according to the proportion of his assignment to a full-time assignment.

## APPENDIX E ATHLETIC PAY SCHEDULE

For DEA members, compensation for coaching a sport is to be calculated by applying the designated percentage to the step of the B.A. column corresponding to the years of experience coaching the sport in the Decatur Public Schools. For non-DEA members beginning a coaching position in the 2007-2008 school year and thereafter, compensation for coaching a sport is to be calculated by applying the designated percentage to step one of the B.A. column.

<u>SPORT</u>		<u>PERCENTAGE</u>
Baseball	Varsity	9
	Varsity Assistant	6
	J.V.	7
Boys' Basketball	Varsity	10
	Varsity Assistant	6
	J.V.	8
	Freshmen	6
	8th Grade	5
	7th Grade	5
Girls' Basketball	Varsity	10
	Varsity Assistant	6
	J.V.	8
	Freshmen	6
	8th Grade	5
	7th Grade	5
Cheerleading	Varsity	4 per season
	J.V.	3 per season
	7-8 Grades	2 per season
Football	Varsity	10
	Varsity Assistant	8
	Varsity Assistant	6
	J.V.	8
	J.V. Assistant	8
	Jr. High	5
	Jr. High	5
	Jr. High	5
	Jr. High Assistant	5
Softball	Varsity	9
	Varsity Assistant	6
	J.V.	7
Track	Boys' Varsity	9
	Girls' Varsity	9
	Jr. High	4

Volleyball	Varsity	10
	Varsity Assistant	6
	J.V.	8
	Freshmen	6
	8th Grade	4
	7th Grade	4
Wrestling	Varsity	10
	Varsity Assistant	6
	Jr. High	4
Elementary Basketball		4.5
Cross Country	Varsity	7

**APPENDIX F GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_

**GRIEVANCE REPORT**

Distribution of Form

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

Submit to Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed
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Date Cause of Grievance Occurred \_\_\_\_\_

(1) Facts giving rise to the alleged violation:

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(2) Provisions of Agreement allegedly violated:

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(3) Relief Sought:

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

APPENDIX F - Page 2

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

\_\_\_\_\_  
Signature Date Signature Date

\_\_\_\_\_  
Signature Date Signature Date

\_\_\_\_\_  
Signature Date Signature Date

Disposition by Principal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

Disposition of Superintendent: \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Grievant and/or Association: \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Disposition of Board: \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Grievant and/or Association: \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **APPENDIX G GUIDELINES SICK BANK**

### **GUIDELINES FOR THE ADMINISTRATION AND IMPLEMENTATION OF THE SICK LEAVE BANK**

#### **I. ADMINISTRATION**

- A. A committee of four (4) D.E.A. members and one (1) chairman appointed by the executive board of the D.E.A. (hereinafter called the Committee) shall administer the Sick Leave Bank (hereinafter called the Bank), including the acceptance of written applications, the regulation governing withdrawals, and the notification of withdrawals to the business office.
- B. Notification of the recipient of the sick days and the business office will be the sole responsibility of the Committee.
- C. Decisions regarding requests for withdrawals of days from the Bank will be made by a majority of three (3) of the members of the Committee within three (3) school days of the receipt of the request for Bank withdrawal.
- D. All denials of requests for Bank withdrawals may be appealed to the executive board of the D.E.A. at the subsequent regularly scheduled executive board meeting.

#### **II. REGULATIONS FOR WITHDRAWAL**

##### **A. Procedure:**

- 1. All accumulated sick leave must be exhausted before withdrawals can be made.
- 2. All requests for withdrawal will be made on the proper form and given to a member of the Committee.
- 3. Written requests for Bank Withdrawal Forms must be received within 48 hours of the initial absence requiring Bank days except in the case of an emergency which must subsequently be documented.
- 4. It is the responsibility of the individual teacher to ensure that the proper form is received by the Committee within the allotted time.
- 5. Every member will receive one Request for Sick Leave Bank Withdrawal Form attached to the Bank rules. Forms will also be available from building Bank representatives.
- 6. Withdrawal forms are not available from, nor will they be processed by, the Superintendent's office.

##### **B. Conditions:**

- 1. Initial requests for days will not be granted for less than one (1), nor more than ten (10) consecutive days per incident.

2. No teacher may use more than sixty (60) days per condition and sixty (60) days per year. Requests for Bank withdrawal forms must be submitted at ten (10) day intervals, with each request accompanied by a doctor's statement.
3. Requests shall be for an illness through which the teacher has exhausted her accumulated sick days.
4. Any teacher returning to work before exhausting her allotted Bank days must notify the Committee on the day of her return so that the days not used may be reclaimed by the Bank.
5. A teacher withdrawing days from the Bank must submit to the Committee at the time of the request, a written report indicating the necessity for each withdrawal.
6. If the foregoing regulations are not adhered to, the request for withdrawal will automatically be denied.

### III. INDEMNIFICATION

The Association agrees to indemnify and save the Board harmless against any and all claims, suits, expenses, and other forms of liability that may arise out of the existence and administration of the Bank. Any decisions the Association makes regarding the sick leave bank are non-grievable.

**APPENDIX H CHANGE OF PAY REQUEST**

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

\_\_\_\_\_ earning 15 semester hours after the BA

\_\_\_\_\_ completion of a Master's Degree

\_\_\_\_\_ earning 15 semester hours after the MA

\_\_\_\_\_  
Teacher (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\*\*\*\*\*

Office Use Only

Documentation provided:

\_\_\_\_\_  
\_\_\_\_\_

Verified by: \_\_\_\_\_

Date: \_\_\_\_\_