

2024-2027

TEACHERS' MASTER AGREEMENT

NEW HAVEN COMMUNITY SCHOOLS

(Last Revision Date 7- 24-24)

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AGREEMENT

This Agreement entered into this 1st day of September 2024 by and between the Board of Education of the New Haven Community Schools of New Haven, Michigan, hereinafter called the "Board", and MEA-NEA Local One, hereinafter called the "Association".

Article 1: Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative for the following: Certificated Personnel, Annually Authorized Vocational Education Teachers, Speech Therapists, and Social Workers. Excluding the following: Superintendent, Assistant Superintendent, Principals, Assistant Principals and other Administrative and Supervisory Personnel, further excluding teacher aides and per diem substitutes. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. The term "Board" shall include its officers and agents.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

C. The rights granted herein to the Association shall not be granted or extended to any competing labor organization which represents teachers.

D. Non-Discrimination: The Board and Association agree that all employment decisions will be made in a nondiscriminatory manner. No decision as to hiring, assignment, promotion, transfer, layoff, termination or reinstatement shall be made on the basis of age, sex, color, national origin, religion, height, weight, marital status, or disability. In the construction of words used in this agreement, whenever the female gender is used, it shall also be construed to include the male gender and vice versa.

Article 2: Grievance Procedure

The Association or any teacher, believing there has been a violation, misinterpretation or misapplication of any provision of this Agreement may file a grievance with the parties designated in the procedures outlined below. The Association can be present for all steps of the Grievance Procedure. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the bargaining representative has been given opportunity to be present at such adjustment.

A. All time herein shall consist of school days. Time limits may be extended upon good cause shown, or mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive. Failure by the grievant to conform to the time limits herein provided shall mean the grievance has been dropped. Failure by the Board

or its representatives to conform to the time limits shall mean the grievance is automatically advanced to the next step.

B. The Assistant Principal, Principal, Assistant Superintendent, Superintendent, or Secretary of the Board shall note the date and time of day when a grievance complaint is received by him/her. If a dispute shall arise as to the date on which said appeal was taken, such notification shall be conclusive evidence of the date of its receipt.

C. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. During summer recess, school days shall be counted as five (5) school days per calendar week.

D. Grievances arising under this article shall be processed during non-teacher hours. For the purpose of this article, non-teacher hours shall mean the time before school begins for teachers and after school ends for teachers and during a teacher's lunch period - as mutually agreed upon between the parties.

E. Informal Resolution

1. An individual teacher may discuss a potential grievance matter or situation with the school principal or assistant principal or immediate supervisor, during non-teacher hours (before and after duty times for teachers) or lunch periods as mutually agreed upon between the parties, for the purpose of resolving the matter informally. If requested, an Association representative may be present.

2. The Association may discuss matters involving the implementation and or interpretation of the contract with the Superintendent or Assistant Superintendent with the object of resolving potential problems informally.

F. In the event the matter is a grievance and is not satisfactorily resolved, the following procedure shall followed:

1. Step One: Within ten (10) school days of the time the alleged grievance arises, it shall be stated in writing, signed by the grievant and submitted to the appropriate supervisor* who could remedy the alleged grievance. *Appropriate supervisor means the supervisor most immediately involved with the grievance. Such complaints shall be specific. It shall contain a concise statement of the facts upon which the grievance is based. It shall contain specific reference to the articles and sections of the Collective Bargaining Agreement which allegedly have been misinterpreted or violated, and it shall state the specific nature of the relief requested.

   Within five (5) school days after receipt of the grievance, the supervisor shall give an answer in writing to the grievance and copies filed with the Association and the Board.

When the circumstances or conditions surrounding a grievance are the result of an action by the Superintendent or the direct responsibility of the Superintendent, step one of the grievance procedure will begin with the Superintendent or his/her designee as the appropriate supervisor. If the grievant is not satisfied with the disposition of the grievance, the grievance will immediately be continued to step three.

2. Step Two: In the event the grievant is not satisfied with the disposition of the grievance at step one, within five (5) school days from the date of receipt of the supervisor's answer, the grievant may appeal the grievance to the Superintendent or his/her designee. Such appeal shall be in writing. The aggrieved, his/her representatives, and the Superintendent or his/her designee shall hold a meeting to resolve the matter within ten (10) school days thereafter. Only the grievant and not more than three (3) representatives of the Association shall be present at such a meeting, unless otherwise agreed. Within five (5) school days of conclusion of the meeting, the Superintendent or his/her designee shall present the Association and grievant with a written answer to alleged grievance.

3. Step Three: Within ten (10) school days from the date of the receipt of the written answer of the Superintendent or his/her designee, the grievant or Association may appeal in writing to the Board of Education. Filing of the appeal shall be complete when received by the Secretary of the Board. In no event, except with written consent of the aggrieved, shall a hearing before the Board involving any such grievance, be more than twenty (20) school days after receipt of said grievance.

   A written statement disclosing the decision made, shall be furnished to the aggrieved and copies filed with the Association within twenty-five (25) school days of the Board hearing.

4. Step Four: If the alleged grievance is not settled at step three, the matter may be appealed to arbitration, provided that notice to appeal the matter has been given to the Board within twenty-five (25) school days of the receipt of the Board's written decision in step three.

The parties involved will attempt to mutually agree upon an impartial arbitrator. Failure to agree upon an arbitrator within twenty (20) school days of notice to appeal will result in the selection of an arbitrator according to the rules of the American Arbitration Association. Only the Association or Board may take a grievance to arbitration.

G. . Powers of the Arbitrator

It shall be the function of the Arbitrator, and the Arbitrator shall be empowered, except as the Arbitrator's powers are limited below, after due investigation, to make a decision in cases of alleged violation, misapplication or misinterpretation of the specific articles and sections of the Agreement.

1. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor may the Arbitrator imply abnormal obligations inconsistent with arbitration and educational laws upon either party of this Agreement.
2. The Arbitrator shall have no power to change any practice, policy or rule of the Board, except as these practices, policies or rules are in violation of this Contract. The Arbitrators powers shall be limited to deciding whether the Board has violated, misinterpreted or misapplied articles or sections of this Agreement.
3. Should either party dispute the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first rule on the question of arbitrability. Should it be determined that the matter is not arbitrable, it shall be referred back to the parties without recommendation on its merits.
4. The Arbitrator shall have no power to establish salary schedules or change any wage established in this or previous contracts. The Arbitrator shall have no powers to award back wages which exceed the amount the grievant would have earned during the period of time the alleged violation was being processed.
5. Any recommendation of the Arbitrator shall be binding upon the parties of the Agreement.
    a. Arbitration Expenses: The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other.

Article 3: Association and Teacher Rights

A. Association Rights

1. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of the law of the State of Michigan, 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 or the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or condition of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

2. Use of School Facilities: The Executive Board of the Association and its members shall be allowed, upon administration approval, to use school equipment, exclusive of Board office equipment, calculating machines and all types of audio visual equipment, when such equipment is not otherwise in use.

The Association shall pay for the actual cost of all materials and supplies incidental to such use. Members using facilities for non-approved Association activities will be billed on an individual basis.

a. The Association and its members have the right to use school building facilities by submitting a building usage request through the facilities usage program website, currently FMX.

1. The Board shall retain all rights to regulate after hour use of its facilities.
2. Each principal will be responsible for his building and the designation of meeting places within the building

b. The Association requests that the Board of Education allow the Association to use space to house its supplies, equipment, and to serve as a small meeting place, providing it does not interfere with the regular function of the school programs. Once assigned, the office shall be assured through the remainder of the school year. In the event such an assigned facility is required by the Board of Education, the Board representative shall meet and review with the President of the Association with the express purpose of determining if an alternate facility can be assigned.

3. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. However, no material of a personal defamatory nature shall be posted.

4. Association representatives shall be permitted to meet with teachers to discuss grievances provided that this shall not interfere with or interrupt normal classroom sessions. If the matter is of an emergency nature or of such pressing need that an immediate meeting is necessary, then the Association Representative and the member are entitled to a private conference on the matter without undue delay, depending on the availability of a replacement and the urgency of the matter to be taken up.

5. In case of dispute the administration does not have the right to veto the request and nullify the process. In the final analysis, the Association right must prevail when insisted upon. If there is a self-evident crisis, the principal or other alternative could cover a class when a relief teacher cannot be procured.

6. The Board agrees to furnish the Association, in response to specific requests, information, if available, concerning the financial resources of the District, tentative budgetary requirements and allocations and other such information which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

7. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary.

8. A teacher who has been duly elected or appointed a delegate to the Representative Assembly or who has been duly elected to a State Commission of the MEA from Region 6, shall be released from regular teaching duties without loss of salary at least one (1) day each semester for the purpose of discharging duties of said office. The principal shall be notified in writing at least one (1) week in advance of the release time.

9. The Association will be granted a total of twenty (20) days per school year to send its officers to MEA or NEA meetings or conferences. Association days may accumulate to thirty (30) days.

   The President of the New Haven Education Association will be granted a maximum of fourteen (14) association days during the school year for the purpose of transacting union business. These days will not accumulate.

   The New Haven Education Association will be billed the prorated per diem retirement costs fees for any days utilized under the provisions of this article.

10. For purposes of implementation of this Article, the word "Association" shall refer to the New Haven teachers as a unit represented by MEA-NEA, Local 1.

11. The Association and the Board of Education will do what they can to avoid using students in matters directly involving the parties.

12. The Board agrees to furnish to the Association a monthly report containing all human resource changes including but not limited to new hires, resignations, and retirements from any position contained in the collective bargaining agreement.

B. Teacher Rights

1. Nothing contained herein shall be construed to deny or restrict any teacher rights he/she may have under the Michigan General School Laws or applicable Civil Service Laws and Regulations. The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided under Michigan General School Laws or applicable Civil Service Laws.

2. The Board of Education appreciates the concern of the teachers in matters of curriculum improvements and will abide by Article 4, Section 3 of the present contract, but will inform the teachers of the Board's action.

3. Teachers may be used for substitution purposes at the rate of Twenty three dollars ($23.00) per period. Periods of substitution shall be included in the next scheduled pay period.

   Teachers shall not be compelled to use their preparation period for substitution.

4. The Board agrees to attempt to supply substitute teachers for all absent teachers.

5. No High School or Middle School teacher (excluding specials or special education teachers) shall have more than four (4) preparations. If a teacher is scheduled for more than four (4) preps the teacher will receive a stipend of one thousand two hundred fifty dollars ($1,250) per semester.

6. Handicapped and Medically Fragile Students: When the Board determines that the severity of a handicap requires it, training will be provided to teachers receiving handicapped and medically fragile students. Teachers will not be required to administer tracheotomy, suctioning, clean intermittent catheterization or tube feeding to students.

7. School Improvement Plans: Participation by a teacher on any building or district's school improvement committee is voluntary, Teacher committee members will be chosen by the teachers in each building. Recommendations made by any school improvement committee which might impact any part of the Master Agreement must be resolved as per Article 13, Section K.

8. Teacher Rights: Any complaint rising to the level of a formal investigation made against a teacher by a parent, student or other person which is investigated by an administrator shall be called to the attention of the teacher and the Association President with the complainant and factual allegations identified as soon as reasonably possible, with all efforts being made within forty-eight hours and communication being made to the Association President.
   i. All efforts shall be made to complete the investigation within two weeks. In the event that the investigation cannot be completed within two weeks, the Association will be provided an update as to the status. At the conclusion of the investigation, a report will be provided to the complainant and the Association President setting out the District's conclusion and supporting evidence.

9. Teachers shall, at all times, be notified in advance and be entitled to have a representative of the ASSOCIATION present when they are being formally reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for representation is made, no action shall be taken with respect to the teacher until such representation of the ASSOCIATION is present. All reprimands shall be conducted in a professional manner. All information

forming the basis for disciplinary action will be made available to the teacher and the Association.

10. Academic freedom in teaching is recognized for all teachers who shall exercise such freedom within the framework of the curriculum and school policies. The teacher is expected to teach the students using research-based best practices and data-driven instruction.

11. The alleged harassment of a teacher shall be brought to the attention of the Superintendent, who shall investigate the allegation and thereafter meet with the teacher. If the problem is not resolved, the Superintendent and Association President will meet to discuss the matter.

12. The following provisions shall be applied to all requests for information regarding a teacher under the Freedom of Information Act (FOIA).
    a. All requests must be made in writing and include the name, address and telephone number of the person or organization making the request.
    b. Once a FOIA request is received by the Board, the teacher and association president shall be notified immediately and provided with a copy of the FOIA request.
    c. As soon as possible and before the FOIA request is granted, the administration will contact the teacher and association representatives to review the FOIA request and the documents requested.
    d. The Board will honor exemptions to the production of documents contained in Section 13 (1) of the FOIA.
    e. On any documents that may be released under a FOIA request, exempt material will be redacted.

13. Teachers who work on curriculum projects during the summer will receive a daily rate of $100.00 for five (5) hours or $20 per hour.

14. Any positions, duties, work outside the contractual school day/year, not contained in the collective bargaining agreement shall be mutually agreed upon by both parties in terms of nature of the obligation, duties and rate of pay.

15. Teachers may be asked to take on the responsibility of being the "teacher in charge" if building administrator(s) are not in the building. A teacher filling the role of teacher in charge will receive an additional $20.00 per hour for all time acting in that role.

Article 4: Board of Education Rights

A. Board Rights

1. To the executive management and administrative control of the school system and its properties and facilities, and the 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 or demotion; 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.
4. To decide upon the means and methods of instruction, the selection of textbooks, and other teacher materials, and the use of teaching aids of every kind and nature.

5. To determine class schedules, the hours and days of instruction, and the duties, responsibilities and assignments of teachers, and non-teaching activities, and terms and conditions of employment.

B. 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 then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the Laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws, or any other national, state, county, district, or local laws or regulations as they pertain to education.

Article 5: Teaching Conditions

A. Class Size:

The Board and administration recognize the desirability of keeping all classes balanced within the range of class size limits, and a good faith effort shall be made to achieve this goal.

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. With this knowledge, the parties agree to work toward the optimum class sizes set forth below. 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 ensuring that the energy of the teacher is primarily utilized to this end.

2. The parties acknowledge that class maximums may have to be exceeded due to the factors listed below. When said factors occur, Section A-3 of this Article will be instituted.
    a. Unavailability of classroom space;
    b. budgetary limitations;
    c. The imposition of State or Federal Laws;

d. Unanticipated Acts of God that render the district or its buildings inoperable.

Class Size Limits

Grade levels	Optimum Class Size	Maximum Class Size
Y5	18	22
K	28	32
1	28	32
2-3	30	34
4-5	30	35
Grades 6-8	32	35
Senior High, 9-12	32	35

Kindergarten classrooms that exceed 28 students for four consecutive weeks will be provided at least a half-time Kindergarten Aide to assist within the classroom. This Kindergarten Aide cannot be removed from this assigned classroom to fulfill the position of teacher substitute.

Physical Education: Grades 6-12 limit 45

Students in Grades 6-8 will not be scheduled with students in grades 9-12 for physical education. At the conclusion of the first (1st) week of school, the high school administration will provide to the Association, upon request, a list of the students and their grade levels.

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Special Education,
Resource/TC: Class size shall be determined by State Law
Special Education, Class size shall be determined by State Law

In grades 6-12, total workday student maximum shall not exceed two-hundred ten (210).

Independent and directed study students shall count toward caseload/class size limits.

3. If at any time after the fourth (4th) week of each school year, the class load of a teacher exceeds the maximum class size listed above, then the Superintendent and Association President shall meet to find a solution to the oversize class. This committee shall be composed of an annually appointed representative of the Association, an annually appointed representative of the Board, and the principal and

teacher involved in the oversize class. The above mentioned committee shall agree upon and institute one of the following solutions within two (2) weeks:

a. Balancing of classes;
b. Additional staff; or
c. Other appropriate solutions, including but not limited to, the teachers involved shall be paid $5.00 per day per rostered student overage per semester, including per hour in the elementary up to a maximum of six (6) hours per day, excluding elementary "specials" and/or times when the entire class is not scheduled. Compensation will be paid starting the fifth week of school.

4. The parties agree that the limits set forth above shall not apply to Vocal Music, Band, and other similar classes which are controlled by circumstances peculiar to them.

5. The Board agrees that when Special Education students are placed in general education classrooms, it will equalize as much as possible the placement of such students among the appropriate classrooms within a building. All referring and receiving teachers will be extended an opportunity to attend and participate in I.E.P.C.'s. Release time will be provided.
   a. Special Education students who are assigned to a general education classroom for any instructional time shall be considered full time students for the purpose of that teacher's class count.

6. A joint committee of teachers and administrators shall be formed to discuss class size and the impact of placing special education students in the regular education classroom.

B. Time of the School Day

1. The length of the teacher workday will be no longer than seven (7) hours and fifteen (15) minutes.

2. For a seven-hour day, teachers shall report five (5) minutes before and stay ten (10) minutes after school, except on days when conferences or meetings are scheduled.

3. At the Elementary Level, bargaining unit members that do not have a classroom assignment at the start of the school day will be assigned to morning bus duty. Every classroom teacher is responsible for taking their students out for dismissal at the end of the school day. In the event that buses are late, only one teacher may be retained for bus supervision, on a voluntary basis, for a time not exceeding thirty (30) minutes after the teacher's regular daily assignment except in cases such as tornado, flood, or other life-threatening emergency.

4. Compensatory time will be given to any teacher who is retained for and completes any time beyond the contractual day in support of bus duty. It is understood that these days may not be taken on any non-student days. Compensatory days must be used within sixty (60) calendar days of being earned or at the teacher's option at the end of each semester he/she may be paid at a rate of $23 an hour. No compensatory day may be carried over to the next school year, and cannot be used for more than two (2) consecutive workdays.

5. No outside duties will be scheduled at the beginning of the school day or at dismissal times other than those listed in the collective bargaining agreement.

C. Conferences and Faculty Meetings

1. Teachers will be required to remain or arrive early for sixty (60) minutes of faculty meeting time monthly. Meetings will not be scheduled with less than a five (5) day notification. The school administration will publish the dates for staff meetings for the year by the beginning of the 4th week of school.

   Teachers taking graduate level classes will be excused, if necessary, to accommodate travel and class start times. Proof of registration may be required by the Building Principal.

   Two (2) hours per semester may be used to conduct in-service workshops. These meetings will not be scheduled with less than a five (5) day notification.

   An evaluation form will be furnished to the participants at the conclusion of the workshop to determine the value to staff and administration.

D. Elementary teachers, whose students are receiving instruction from teaching specialists/certified teachers in the areas of art, music, physical education, and enrichment shall be relieved of their regular classroom duties.

E. Secondary teachers (6-12) will be provided with one (I) class period of at least fifty minutes of preparation time each day. The preparation period for elementary teachers (K-5) shall be at least forty-five consecutive minutes each day with no less than 225 minutes of prep per week for a 5-day week. Preparation time will be prorated for weeks with less than 5 days. This preparation time during the student's school day shall be provided by the instruction of elementary teaching specialists/certified teachers and during student recess when the K-5 teacher is not assigned to supervise. Elementary teaching specialists will receive the same amount of preparation time as the other elementary teachers. It is understood that preparation time is used to prepare for classes. Teachers may be required to travel between buildings during their prep period. In such cases the teacher will be reimbursed at their per diem rate for minutes up to the 40 allocated. Teachers that are required to travel between buildings will be given a minimum of 20 minutes for that travel.

F. The Board will continue its efforts to keep schools clean, reasonably and properly equipped and maintained.

The Board agrees to provide each school adequate copying equipment and facilities to aid teachers in the preparation of instructional materials.

The Board agrees to provide specialist personnel with instructional space in each school building.

G. Duty Free Lunch: All teachers will be provided with a duty free, uninterrupted lunch period each day. Duty-free lunch period for secondary teachers will be no less than 30 minutes. Duty-free lunch period for elementary teachers will be no less than thirty-five minutes.

H. Emergency Closings:

1. In case of emergency school closings, the Board shall endeavor to notify the media outlets and utilize the district's mass communication system not later than one (1) hour prior to the time that the first teachers are to report for work. When schools are closed to students due to the above conditions, teachers shall not be required to report for duty. Any emergency conditions that result in the official dismissal of the students will also dismiss the teachers.

I. Duty Assignments

1. Secondary teachers shall be in the immediate vicinity of the area where they are conducting their next class during the passing of classes.

2. Teachers with preparation periods the first or last hour may be assigned areas to supervise by the building principals. Those teachers assigned will be in the duty areas at least five (5) minutes before or after class depending upon the time of their preparation period. Middle School teachers may be assigned to help supervise the breakfast program for 5 minutes of their preparation period

J. Teacher Facilities

1. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for adult school employees' use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge.

2. Telephone facilities shall be made available to teachers for reasonable use. The building principal will supply each teacher with the procedures for recording long-distance calls. Failure to follow this procedure will result in loss of the right to use the telephone.

Long distance personal calls may be charged to credit cards or reverse charges if made on non-duty hours. Under no circumstances may non-school related calls be charged to the school district.

3. The Board shall provide and maintain adequate improved off-street parking facilities in a designated area at each building, and adequate improved access from the parking lot to the building.

4. Upon request of the Association, vending machines may be installed in the teachers' lounge. The proceeds from all such machines shall be placed in a student scholarship fund. Said scholarship fund shall be administered by the Association.

K. Teachers will not be required to work under unsafe or hazardous conditions. The Superintendent, or designee, shall meet with the President of the Association, or designee, in an attempt to solve physical facility problems.

L. At the secondary level, special Education progress reports, unless mandated otherwise by State or Federal law, shall be reported out once per semester or once per trimester should the school calendar change. Based on individual student progress, and their annual renewal date, each student will receive one IEP progress report per semester.

M. The District and Association agree to form a committee to review the required assessments used with special education students. The Association president will choose Association representatives from each level.

Article 6: Paid Leave of Absences

A. Leave of Absence Reasons

A leave of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons.

1. Bereavement: Without loss of pay, employees shall be granted time necessary, not to exceed (5) days, for a death in the immediate family. Immediate family shall be defined as spouse or domestic partner, children, father, mother, or legal guardian. Unit members will be granted time necessary, not to exceed three (3) days for the death of a sibling, grandparent, grandchild, aunt or uncle, cousin, niece or nephew or any other person acceptable as a dependent on the employee's income tax or any person that makes his/her home with the employee. Use of bereavement days will not be charged to PTO. One (1) day of bereavement leave shall be granted for funerals of other family members not already delineated. All relationships stated in this section include "step" and "in-law" forms of the same relationships.

2. Court appearances as a subpoenaed witness in any case connected with teacher's employment or whenever a teacher is subpoenaed by the Board to attend any proceedings, and on days when testimony is required.

3. Time necessary to take the Selective Service physical examination.

4. A teacher called for jury duty during school hours shall be paid the difference between the amount paid by the jury and the regular amount paid to the employee in ½ day increments. All monies earned as a juror, less reimbursement for mileage, shall be reimbursed to the district through a payroll deduction. A copy of the court letter verifying dates and payment will be submitted to the Business Office. Employees will not be required to return to work if released from jury duty prior to the completion of their work day.

B. Paid Time-Off (PTO):

All PTO will be paid based on the employees' normal hours worked per day and their regular rate of pay. PTO shall be provided to all employees. Paid for leave is provided for the purpose of protecting the employee's income for medical reasons or accidents, and to assist during times of religious holiday, pressing family and/or personal reasons, and/or emergencies within the limits of accumulated PTO time. It is understood that employees who violate this principle will be subject to loss of leave PTO compensation.

1. Each teacher shall be granted fourteen (14) PTO days per year or prorated based on date of hire in the current fiscal year. PTO days may accumulate to two hundred (200) days.

2. In cases of abuse of PTO, disciplinary action will be taken. This will consist of a disciplinary write up in their personnel file and docking of pay for the unapproved day(s).

Definition of Abuse of Personal Time Off

a. **Definition** - Abuse of personal time off (PTO) for staff can be defined as the improper or excessive use of allocated time off benefits in a way that negatively impacts the workplace or breaches company policies. This could include:
b. **Excessive Absenteeism**: Consistently taking more PTO days than allowed or necessary without valid reasons.
c. **Impact on Operations**: Taking time off during critical periods without proper planning or approval, causing disruption to business operations.
d. **Pattern of Abuse**: Repeatedly taking time off immediately before or after weekends, holidays, or other scheduled workdays without genuine need.

e. **Neglecting Responsibilities**: Failing to fulfill job duties or responsibilities due to excessive absenteeism or improper use of PTO.

In essence, abuse of PTO occurs when employees exploit their leave privileges in a manner that is unfair to the organization or their colleagues, disrupts workflow, or violates company policies designed to ensure fair and consistent treatment of all employees. Employers typically outline these behaviors and consequences in their employee handbooks or HR policies to maintain clarity and fairness across the board.

3. PTO days shall not be deducted when school is not in session.

4. It is understood that PTO days cannot be used to extend time off before or after a holiday/break period except in emergency situations. If PTO is used the day before or after holiday/break, a doctor's note will be required.

5. This policy provides that, at the end of the school year, unused PTO days shall be added to the teachers' accumulated PTO bank, for possible future use in accordance with the PTO Article.

C. Sick Bank

Each teacher who wishes to participate shall contribute no less than one (1) PTO day to the bank each school year. The Executive Board of the Association will establish policies pertaining to the sick bank and its administration.

D. Attendance Incentive – Bonus Day

A teacher who has perfect attendance shall be granted either one (1) incentive day to be used in the following school year or $750 paid on the last pay of June, not as a separate check.

E. Compensatory Days:

Any teacher who volunteers for and completes thirty (30) minutes of additional supervision each student day shall receive one (1) compensatory day for every twenty (20) days of supervision. It is understood that these days may not be taken on any non-student days. Compensatory days must be used within sixty (60) calendar days of being earned or at the teacher's option at the end of each semester he/she may be paid the current school district substitute teacher daily rate for each compensatory day. If more teachers volunteer than are needed, the building administrator will develop an equal rotating schedule for the supervision. There will be no other additional compensation time authorized outside of this Article and Article 5.B.4. No compensatory day may be carried over to the next school year, and cannot be used for more than two (2) consecutive workdays.

Article 7: Unpaid Leaves

A teacher on an unpaid leave of absence shall not be entitled to receive fringe benefits.

A. Health Leaves:

Any teacher whose personal illness extends beyond the period compensated under Article 7, Section B, shall be granted a health leave under the following conditions:

1. Health leave, when verified by a physician, shall be granted, without pay, or fringe benefits, up to a maximum of two (2) years.

   At the expiration of such leave, the employee must return or resign, unless a special extension is recommended by the Superintendent and granted by the Board of Education.

2. Eligibility for a health leave of absence requires a minimum of two (2) years continuous employment by the school district, immediately prior to such leave of absence.

3. An extension of a health leave may be granted upon the verification of a physician that such an extension is necessary for the employee's complete recovery.

4. Employees on a leave of absence must give written notice to the Superintendent of Schools by March 1, of the year the leave expires, of their intention to return or resign, unless an extension of leave or a new leave has been granted. Notice of intent to return is the responsibility of the individual. In the event such notice is not received, the Board has the discretion to interpret this as a resignation.

5. The notice of intention to return to duty after a health leave, shall be accompanied by a written statement from a physician, certifying the fitness of the employee to fulfill his/her duties.

6. Teachers returning from a leave of absence shall be reinstated to a position for which they are certified and highly qualified, provided that they have filed written notice of intent to return on or before March 15 preceding the teacher's anticipated return at the start of the next school year. Written notice of intent to return must be filed on or before October 15 preceding the teacher's anticipated return at the start of second semester.

7. If the Board requires a second opinion, refer to Article 10.

8. Teachers shall only return from leave at the start of a semester. Upon approval, a teacher whose projected leave time is abandoned due to serious changes in his/her economic or personal status shall be granted the next available teaching position or will be placed in a position currently held by a temporary employee. If neither of the above positions are available, the teacher will be granted permanent substitute status. The employee will be compensated at the rate of $125.00 daily with full health, vision, and dental benefits. The employee will accrue seniority and receive prorated PTO days.

B. Child Care Leave

1. A child care leave, without pay, shall on request be granted for up to one (1) year. Said leave shall commence upon request of the bargaining unit member. The leave must terminate at the beginning of the winter or fall semesters.

2. The employee requesting such leave shall notify the Superintendent, in writing, at least thirty (30) days prior to the beginning of the leave, except in the case of an emergency.
    a. Employees whose leaves will begin at the end of their medical disability shall notify the Superintendent, in writing, as soon as possible.
    b. The notification to the Superintendent shall be accompanied by her physician's statement that there is no reason why the teacher cannot continue to perform her services until the beginning date of the leave.

3. A teacher on a child care leave shall give written notice to the Superintendent, at least ninety (90) days prior to the expiration of the leave period, of the teacher's intent to return, resign, or extend his/her leave.

4. The leave may be extended by the Board of Education for one (1) year by written request of the teacher.

5. Teachers returning from a leave of absence shall be reinstated to a position for which they are certified and highly qualified, provided that they have filed written notice of intent to return on or before March 15 preceding the teacher's anticipated return at the start of the next school year. Written notice of intent to return must be filed on or before October 15 preceding the teacher's anticipated return at the start of second semester.

6. A teacher returning from a leave provided in this article shall be placed on the salary schedule with credit for each semester taught in the year the leave was granted. (A semester shall be defined as fifty percent (50%) of the days in the semester plus one (1) day.

7. In the event of the death of the object child of the leave, the leave will be terminated upon request of the teacher.

8. A teacher adopting or assuming guardianship of a child shall have a leave for a period of time consistent with the needs of the child and parents, up to the full 12 weeks available through FMLA.

C. Public Office Leave

1. A leave of absence may be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Any teacher who is granted such leave shall not receive experience, credit or other fringe benefits during the duration of the leave. Such leave shall be for a minimum of one (1) year and a maximum of two (2) years.

2. No teacher shall be laid off or transferred in order to rehire a teacher on said leave.

D. Personal Leave

1. A leave of absence, without pay, may be granted upon application to tenure teachers at the end of the school year, or at other times at the discretion of the Board. A leave may be granted for the following purposes, but is not limited to:
    a. Care for family members suffering physical or emotional illness or disability.

2. The leave shall be for one (1) year and may be extended at the discretion of the Board. A teacher on a leave shall give written notice to the Superintendent, at least ninety (90) days prior to the expiration of the leave period, of the teacher's intent to return, resign or request an extension of his/her leave. In the event such notice is not received, the Board has the discretion to interpret this lack of notification as a resignation, provided the individual has been informed of such pending Board action sent to the employee's last known address.

3. Seniority shall not accrue on any child care, personal or family member leave.

4. Teachers returning from a leave of absence shall be reinstated to a position for which they are certified and highly qualified, provided that they have filed written notice of intent to return on or before March 15 preceding the teacher's anticipated return at the start of the next school year. Written notice of intent to return must be filed on or before October 15 preceding the teacher's anticipated return at the start of second semester.

E. Military Leave

1. Military leave will be granted in accordance with the applicable law to any teacher who enlists or is inducted into the military service of the United States of America.

2. Upon return from such leave, if the applicable law requires it, a teacher shall be placed at the same position on the salary schedule, and shall accrue seniority as he/she would have, had the teacher worked in the district during such period.

F. Unpaid short term leaves not to exceed five (5) school days shall be granted for the purpose of personal leave including vacations. Such leaves shall not be granted to an employee more than once every 5 years.

G. Paid fringe benefits shall continue for a teacher on an unpaid leave of absence through the next complete month of coverage, following the initiation of the unpaid leave.

Article 8: Vacancies and Assignments

A. Definition of Vacancy:

A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of ninety (90) or more school days.

Any vacancy that occurs after the beginning of the school year shall be posted as a Vacancy and remain posted until filled. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

B. Notification (Posting) of Vacancies and Application:

The district shall publicize the vacancies by emailing to all bargaining unit employees a notice of an opening and posting the opening on the district website. The vacancy shall be posted for at least seven (7) work days. If the posting is for a job that is new to the District, then a sufficient description of the job shall be included in the posting as well as the requirement of the State Board for certification. No position shall be permanently filled until the expiration of the posting period.

Vacancies which occur during the summer months, when regular school is not in session, will be listed on the district's web site for a posting period of ten (10) days.

Bargaining unit employees may apply for such positions by submitting an email of interest to the personnel office. Said positions shall be filled in accordance with the procedure outlined in Section C below.

C. Awarding of Vacancies:

Internal qualified applicants shall be considered for the position prior to considering external applicants. If there are more than one (1) qualified internal candidate, the most qualified and adequately certified internal applicant shall be considered first for the position. "Most Qualified" shall be determined as follows:

1. Employees awarded the position must have at least seventy-five percent (75%) of their year-end evaluations as a bargaining unit employee rated as "highly effective" or "effective". In the event no internal employee meets this criterion, then this requirement shall not apply.

2. If 2 or more employees equally meet the above standard, then the position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their *Seniority List ranking.*

3. The teacher's number of years teaching in the grade level or subject area within the district. Partial year teaching in a grade level or subject area shall be credited with a fractional percentage of that year taught, rounded to the nearest 1/10th.
    a. Grade level credit for teaching in grades Pre-K through 5 shall count towards any "elementary vacancy."

b. Subject level credit shall be defined as any position relevant to the subject included in the vacancy (e.g.: Math, Science, English, Social Studies, etc.)

A teacher who is assigned classes in multiple subject areas for any given year shall be credited with one (1) year of teaching experience in each of those subject areas during each of those years (or fractional credit as outlined above for partial year experience).

4. Applicants awarded the position must have at least seventy-five percent (75%) of their year-end evaluations as a bargaining unit employee rated as "highly effective" or "effective". In the event no internal applicant meets this criterion, then this requirement shall not apply, and the most experienced internal applicant shall be awarded the position.

5. In the event two (2) or more applicants are tied for the qualification determinations outlined above, the position will be awarded to the employee with the most length of service within the bargaining unit as defined by their Seniority List ranking.

6. Credit for teaching experience outside the District shall be granted at a level mutually agreed upon between the teacher and the Board, not to exceed step (D) on any salary schedule. Such credit shall not exceed the individual's actual experience. In shortage areas when a position has been posted and unfilled for thirty (30) days, the Association President and Superintendent may mutually agree to allow for additional experience credit to fill a position of need. In the event that a position requires immediate attention, the Association President and Superintendent may mutually agree to waive the 30 day posting requirement.

D. Administrative Vacancies

1. The district will send electronic notification of all administrative vacancies in support of association members who desire to be considered for such vacancies.

2. The district will provide an opportunity for all internal candidates to express interest in any vacancy. Internal candidates must notify the Superintendent within five (5) workdays of receiving the notification of vacancy of their interest in the position.

3. The Board retains the sole discretion to fill administrative positions from within or outside the district.

E. Extra-Curricular Positions

1. Whenever any vacancy in the extra-curricular positions in the district shall occur, the Board shall post such vacancy with MEA-NEA Local 1 in each building for a period of no less than seven (7) days and on the district website. No vacancy shall be filled until the end of the posting.

F. Assignments

1. Teachers will be given written notification of reasonable assurance of employment on their pay stub the first pay period of June.

G. Part-time Teachers

Part-time teachers are defined as those bargaining unit members who have less than a full-time schedule. These teachers are to receive full rights and protection as stated in this master agreement. Such teachers will receive a salary pro-rated to the proportion of a full-time assignment and benefits prorated per Article 11. Part-time teachers requesting a full-time assignment for the next school year must do so in writing to the superintendent by March 1st. Part-time teachers will receive pro-rated credit on the seniority list to the proportion of a full-time assignment.

H. Shared Assignment

Teachers may select job sharing, by application to the superintendent via the building principal, and pair a teaching assignment. Such a partnership will require administrative approval, special scheduling, and effective communication to make this concept educationally sound. The job-sharing teachers will receive prorated credit on the seniority list and salary schedule to the proportion of a full-time assignment. The position must be applied for by March 1st each year for the following school year. Denial of such requests will not be subject to the grievance procedure.

I. Transfers - Definition

Definition of "Transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment in preK-5, (4) subject area(s) included in an assignment, (5) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc. Transfer awarding of vacancies shall be first governed by the language in Article 8 pertaining to vacancies. Other transfers will be governed by this Section.

1. **Voluntary/Involuntary Transfers**

   A request for a transfer may be made at any time in writing to the Personnel Office with a copy to the Association. The request shall specify the school, grade, and subject/position sought, and the applicant's academic qualifications. Voluntary transfers will be considered to certified, qualified, or licensed bargaining unit employees prior to considering external applicants. If two bargaining members apply and both are equally qualified, the following will determine who could be awarded the transfer:

   a) Bargaining unit employees with the highest evaluation rating shall be placed into the vacancy. Evaluation ratings, highest to lowest, include Effective, Developing, Needing support. For the 2024-25 school year, highly effective and effective shall be considered equal, developing shall be

considered equal to minimally effective, and needing support shall be considered equal to ineffective.

b) Where evaluation ratings are the same, the bargaining unit employee with the most years of experience in the grade level (elementary) or subject (secondary) shall be placed into the vacancy. Grade level credit for teaching in grades Pre-K through 5 shall count towards any "elementary vacancy". Subject, at the middle school level shall be defined as any position relevant to the subject included in the vacancy (i.e. Math, Science, English, Social Studies, etc.) with the exception of Advanced Placement or specialized courses where experience in those specific courses shall be recognized. For bargaining unit employees in the positions that do not require certification, years of experience shall be defined as years of experience in that position (i.e. counselor, SLP, Social Worker, etc)

c) Where evaluation ratings and years of experience are the same, the bargaining unit employee with the highest seniority shall be placed into the vacancy. Where seniority is the same, the tie breaker number shall be used.

A response, in writing, indicating whether the request for transfer has been approved or denied will be returned to the bargaining unit employee within ten (10) working days. If a request for transfer has been denied, the response will indicate the reason(s) for denial. The following shall constitute valid reasons for denial of voluntary transfer:

Bargaining unit employee is not certified;

Bargaining unit employee is not qualified;

Bargaining unit employee is not licensed;

Bargaining unit employee is on an improvement plan;

Bargaining unit employee has received an ineffective/needing support rating in the current year

Position was filled by a bargaining unit employee with a higher evaluation rating, more seniority, or more experience

The voluntary transfer will impair the operations of the school district

Vacancies caused by a voluntary transfer shall be posted unless that vacated position is being eliminated.

An Involuntary Transfer shall be defined as a change in building assignment, or a change in grade or department assignment, or a change in position. Involuntary transfers must be approved by the Superintendent or his/her designee. Thirty (30) days' notice of the intention to transfer, specifying the reasons for the specific position to be transferred to, shall be provided to the affected bargaining unit employee and the Association. Cause for involuntary transfer includes only the individual's performance, a necessary reduction of force, or legitimate needs of the District.

J. Bargaining Unit Work

1. No teacher shall be replaced by, or have their duties or responsibilities transferred to an aide or an administrator, except in cases of emergency. An emergency shall be unanticipated, short term absences.

2. On-line courses and distance learning courses, where there is a teacher digitally connected, shall not be considered bargaining unit work.

3. Students enrolled in an on-line course or distance learning course will be assigned a teacher mentor. Teacher mentors will be paid $150 per student per course up to a maximum of $1500 per semester. Administration must approve, in advance, those courses which carry a teacher mentor payment. Teacher mentors must meet once each week, when school is in session, with the student to check their progress in the course. All on-line assessments must be taken in the presence of the teacher mentor.

4. If a student requires homebound services, those services must first be offered to bargaining unit members.

K. Personnel Files:

1. Each teacher, upon request, may make an appointment to review the contents of his/her own personnel file in the Central Administration Office. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

2. No material detrimental to the teacher may be placed in his/her file without providing the teacher opportunity to sign the material and file a response thereto (and) said response shall become a part of his/her file. The teacher's signature shall not be interpreted to mean agreement or disagreement with the content of the material.

Article 9: Teacher Evaluations

A. Evaluations Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
2. an evaluation of the teacher's job performance with timely and constructive feedback.
3. clear approaches to measuring student growth with relevant data on student growth.
4. multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.
5. the use of student growth and assessment data as 20% of the year-end evaluation determination.

a. The student growth and assessment data shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers.
b. The teacher, at their discretion, shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.
c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher. Y5-12 District Aggregate will be based on NWEA: percentage of students who meet their annual growth projection. 10% reading and 10% math. No individual classroom data as part of the 20% for elementary teachers. (ie. grade 3 lowest students are placed in highest rated teacher for 4th grade)

6. a negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.

B. Process: The negotiated Performance Evaluation system, 5 Dimensions of Teaching and Learning, shall be available on the District website and all forms shall be included in an Appendix of the Collective Bargaining Agreement. Forms shall include a Post-observation Feedback Form, Year-End Evaluation Reporting Form, and Individual Development Plan (IDP) Form.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
2. The teacher shall be notified no later than September 30 of each year (or within two weeks for an employee hired after the start of the school year) who the administrator will be that conducts their year-end evaluation.
3. Bargaining unit employees shall not evaluate other bargaining unit employees.
4. Observations conducted by other bargaining unit employees shall not include any type of written feedback.
5. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. The lesson plan shall be available to the administrator no more than two days before the classroom observation. Unless identified as a deficiency in performance within an existing IDP, teachers will not be required to submit lesson plans to administrators except to comply with the provisions of this Section.
6. The observation must include a review of pupil engagement in the lesson that is observed.
7. In order to assure d and l .e above, the observation shall be no less than 15 minutes.
8. There shall be notice of the first observation date given to the teacher at least two (2) school days prior to the observation.
9. The evaluator shall meet with the employee before the first evaluation observation for a pre-observation conference, which shall include discussion relating to explanation of the evaluation form, the employee's explanation of the activity to be observed, what specific things the evaluator will be looking for, and any concerns the employee may have. This conference will not be used for employee self-evaluation or evaluation of other employees.

10. Feedback will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post observation meeting shall be held no later than ten (10) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on the observation on the Post-observation feedback form.
11. If the evaluation includes criticism resulting from the observation, a written memo must be prepared and given to the employee within five (5) school days of such observation. The evaluator shall inform the employee of performance area(s) that need to be improved together with suggestions for improvement. An Association representative may be present at the conference at the employee's request.
12. There shall be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated that are conducted at least 60 days apart. One evaluation shall occur in each semester of each school year.
13. A mid-year performance update shall be provided to any teacher for whom there is a concern that he/she may be rated less than effective.
14. m. After two less than effective observations, a teacher, at his/her request will be observed by a different administrator.
15. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".
16. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than May 1 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.
17. Teachers who work less than 60 days in any school year, who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process, as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the.current year if the evaluation was conducted by the district. If the prior year evaluation was not conducted by the district, no rating shall be assigned.
18. Once a staggered schedule, agreed upon by the District and the Association, is created beginning in the 2024-2025 school year, if a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
19. In addition to the above procedures, teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" prior to July I, 2024, or "needing support", or "developing" rating thereafter, and/or first year teachers) shall be provided the following:
    a. Specifically identified areas that need improvement.
    b. Specific performance goals, in writing, that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by

the teacher. Specific performance goals shall be stated in behavioral terms, measurable and observable.

c. Training to be provided by the district to assist the teacher in meeting the goals of the IDP.
d. Assistance which may include time during the school day, material, resources, and/or consultant services to assist in meeting the goals of the IDP.
e. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with the above and completed no later than February I, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
f. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

20. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
21. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

B. Rights of Tenured Teachers:

1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

    a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
    b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
2. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
3. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
4. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure.

C. Probationary Employee Non-Renewal

If a probationary employee is not continued in employment, the employee will receive notice that his/her contract will not be renewed containing the reasons for that non-renewal. The Board will provide a hearing upon request by the employee, which must be made within ten (10) work days from

receipt of notice that the employee's contract will not be renewed. This hearing request shall contain the employee's basis for objecting to the non-renewal and any subsequent hearing shall be limited to evidence relating to the reasons for non-renewal and responses by the employee.

A. During the hearing, the Board must consider whether the evaluating administrator(s) have properly evaluated the employee as outlined in A and B above. If the administrator(s) did not follow the procedure as outlined in A and B above, the employee's contract will be renewed.
B. The Board shall establish the procedure and timing of the hearing. Said hearing however, will be scheduled before the end of the school year.
C. The hearing may be conducted by the full Board or a Committee composed of no less than three (3) Board members.
D. The employee may request a closed hearing and such request should be made in his/her request for a hearing.
E. The decision of the Board shall be made within ten (10) days of the conclusion of the hearing.
F. Training on evaluation system, tools, and reporting forms:

Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a "rater reliability" training every three (3) years as approved by the MDE and witnessed by an Association representative that minimally includes all of the following:

A. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms included in Appendix .
B. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
C. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
D. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
E. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.
F. The District shall meet with the Association yearly to review and evaluate the 5D tool and data.
G. Teachers in their first year with the district shall be provided with the training during their New Teacher Training. The training shall be the same, regardless of building.

Article 10: Teacher Protection and Student Discipline

A. Since the teacher's authority and effectiveness in the classroom is undermined when the students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Reasonable support and assistance shall be defined by compliance with the student code of conduct and BOARD policy

B. Each teacher shall recognize his/her prime responsibility for the effective control and management of student behavior in his/her classroom. He/she shall recognize that effective teaching is the first line of defense in the prevention of discipline problems. He/she shall consider it his/her responsibility to utilize the resources available to him/her to help prevent behavior problems. Such resources include consultations with parents, his principal, counselors, the school social worker, when appropriate, etc.

A teacher shall not exclude students from classes unless and until resources available have been utilized. Prior to excluding students from his/her classes, he/she shall notify his/her principal, in writing, of his/her intent. Provided, however, the requirement of written notice shall not apply in cases where the conduct of the student is so disruptive that the continued presence of the student may be excluded and a teacher shall provide his/her principal or the principal's administrative designee a full report as soon as his/her duties allow but no later than the close of the day in which the incident occurred. The student will not be allowed to return to class until after a consultation by an administrator with the teacher. A conference between the teacher and the student and principal or the principal's administrative designee shall occur no later than two (2) days following the formal written report.

C. Any case of verbal or physical assault upon a teacher by a pupil, parent, or other party during the school day or any school sponsored activity shall be promptly reported to the building principal and when applicable, to a local law enforcement agency. A written report shall be submitted outlining in detail events leading up to the assault to the principal as soon as practicable.

The Board or its representative shall render reasonable assistance to the teacher in connection with handling of the incident by law enforcement officers.

The BOARD will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. If a student is involved, said student shall be removed from the teacher's class pending investigation and determination of a result or remedy by the BOARD. If a parent or other party is involved, the BOARD will take all reasonable steps to ensure the safety and security of staff members. Disciplinary measures taken will be consistent with the student code of conduct, Board policy, and/or applicable state or federal statutes.

D. Any case of physical contact by a teacher upon a student shall be promptly reported to the building principal and a written report shall be submitted as soon as practicable.

E. If a legal complaint is filed against a teacher as a result of disciplinary action taken by the teacher (whether complaint is in a court or administrative agency), the BOARD will provide legal counsel and assistance to the teacher subject only to the limitations in the applicable liability insurance policy held by the Board.

F. If a teacher is placed on leave of absence pending an investigation of the actions of that teacher or is injured by a student, all days off will not be charged against the teacher's sick or leave days. Leave of absence for injury as described herein will only apply until worker's compensation applies.

G. The Board will assist in every reasonable way, the apprehension and conviction of any person causing damage to, or destruction of the teacher's personal property while said teacher is on duty during the normal school day and school-related activities.

An account of the personal loss shall be submitted, in writing, to the Superintendent or principal. The Board will prosecute and seek to collect damages if aggrieved will sign a complaint and testify. This is in the event the person caught does not agree to pay for damages.

An employee, in the event of loss, damage or destruction of personal property in connection with any incident while in the line of duty which is not a result of negligence of the employee, will be compensated by an amount not to exceed the deductible limit of any personal insurance. The cost to the District will not exceed two hundred dollars ($200.00) per claim. The claim will be filed with the Business Office setting forth the extent of loss or damage, as well as pertinent information regarding personal insurance coverage.

H. During the school day, each teacher will supervise those students for whom he/she is responsible whether they are engaged in curricular or extracurricular activities.

Article 11: Third Party Medical Decisions

A. Whenever, in this contract, the language permits the Board to verify a teacher's medical condition the teacher may be examined at the Board's expense by an appropriate specialist in the area of controversy. The Board will choose the hospital, and the hospital will appoint the appropriate specialist. The findings of the specialist will be final and binding on the parties.

Article 12: Fringe Benefits

A. Insurance Coverage:

The Board shall provide insurance benefits for all teachers in the bargaining unit and will pay the full premium up to the statutory State of Michigan hard cap provisions. Should the Michigan Publicly Funded Health Insurance Contribution Act ("PA 152") be amended at any time during the Agreement, the parties agree that the District will pay the lesser amount of the full premium cost up to the hard caps that were in place at the time of the amendment or whatever amount(s) is/are required by the amended version of PA 152 for the remainder of this Agreement. These benefits will be the MESSA benefits listed below or equivalent.

Plan A: For employees needing health insurance
Employees may choose from the following three MESSA benefit plans

MESSA ABC Plan 1

- Please refer to MESSA ABC Plan 1 description for benefit details
  MESSA ABC Plan 1 with 20% co-insurance
- Please refer to MESSA ABC Plan 1 with co-insurance description for benefit details
  MESSA ABC Plan 2 with 20% co-insurance

- Please refer to MESSA ABC Plan 2 with co-insurance description for benefit details
- The employer will fund the amount allowed under the hard cap. Employees will pay all premium costs over the hard cap amount.

- The employee may choose to have the district pre-fund $1000.00 of the deductible for single subscribers to a Health Saving Account (HSA), and $2,000.00 of the deductible for two-person and full-family subscribers to a Health Saving Account (HSA). The employee must pay this amount back to the District

- All co-pays of premiums will be deducted through the Section 125 of the IRS Tax Code

Long Term Disability:
66 2/3% of Maximum Eligible Salary
$5,000 maximum
90 Calendar days - Modified Fill
Freeze on Offsets
Alcohol/Drug & Mental/Nervous - Same as any other illness

Delta Dental Plan:
80/80/80: $1,000 Annual Maximum
80: $1300 Lifetime Maximum
Two Cleanings per year
No Adult Orthodontics

Negotiated Life:
$50,000 AD&D
Disability waiver will apply

Vision:
VSP 2 - SILVER

Plan B:For employees not needing health insurance

Long Term Disability:
66 2/3% of Maximum Eligible Salary
$5,000 Maximum
90 Calendar Days – Modified Full
Freeze on Offsets
Alcohol/Drug & Mental/Nervous – Same as any other illness

Delta Dental Plan:
100:90/90/90: $1,000 Annual Maximum
90: $1500 lifetime Maximum
Two Cleanings per year

No Adult Orthodontics

Negotiated Life:
$60,000 AD&D

Dependent Life:
$10,000 (Spouse) $5,000 Child(ren)

Vision Plan:
VSP-3 – GOLD

There will be no co-pays on premiums for Plan B

In addition to any fringe benefits listed, teachers may opt to enroll in a health savings plan using pre-tax dollars. Administration will select a health savings plan administrator. Teachers will select a per pay dollar amount to be withdrawn from their paycheck pre-tax for deposit in their health savings plan. Teachers may pay for health care used during the calendar year by following the procedures stated by the health care savings plan administrator.

B. Workers' Compensation

1. Teachers absent due to injury or disease or illness arising out of and in the course of their employment, which entitled them to receive Michigan Workers' Compensation Benefits, shall receive from the Board the following benefits:

    a. All rights as set forth in law for all work-connected injuries.
    b. Teachers may elect to use PTO days at the rate of the difference between the allowance paid under Workers' Compensation Benefits and their regular salary, computed on a daily basis for a period of time that funds from their personal time off days.
    c. Any time lost because of physical impairment, due to assault by a student resulting in inability to work, shall not be charged against the teacher, if determined by a physician. Maximum time coverage pertaining to this article shall be seventeen and one-half (17 ½) working days for any one incident. If the Board requires a second opinion, refer to Article 12.

C. Retirement Benefits

1. In appreciation for services to the school district, a retirement payment of thirty-five dollars ($35.00) a year of service will be paid upon retirement provided the employee shall have been employed in the school district for at least fifteen (15) years. In the alternative, teachers may elect to be paid for his/her unused PTO days at the rate of fifty dollars ($50.00) per unused PTO at the retirement.

D. **Terminal Pay Benefits**

1. Any tenured teacher (four years (4) or more of service with the district) who terminates his/her employment, whether by retirement or resignation and has at least fifty-one percent (51%) of his/her PTO days accumulated, will receive ninety ($90.00) for each accumulated PTO day as a terminal leave benefit.
   It is further understood that any teacher who has reached the maximum of two hundred (200) days as provided in Article 6, Section B shall automatically qualify for this benefit regardless of whether this represents fifty-one percent (51%) of his/her accumulation or not.

   This terminal pay benefit shall also apply to anyone employed under this contract who completes four (4) years of service.

   This paragraph shall not apply to persons who exercise the unused PTO day's alternative in paragraph C.

E. **National Health Insurance Severability**

1. If the national health insurance program is changed by action of Congress or any government agency during the life of this Agreement, the parties hereto shall meet to renegotiate the appropriate provisions of Article 11.

F. Current full time bargaining unit members, reduced to part time status, shall receive full coverage according to ACA regulations or for a 12 month period, whichever is longer.
Teachers hired on a part-time basis shall be eligible for group rate insurance benefits at a cost prorated on their percentage of employment. Example: A teacher working forty percent (40%) of full time shall be responsible to pay sixty percent (60%) of the group insurance rate.

Teachers hired on a part time basis shall be eligible for group rate insurance benefits at a cost prorated to their percentage of employment. The teacher shall not be responsible for any additional premium share costs unless the district's portion of the group rate insurance benefits exceeds the full amount of the statutory hard cap.

Full time teachers who have insurance available through some entity other than the N.H.C.S. can elect to drop N.H.C.S. In addition to Plan B benefits, these teachers will receive cash in lieu based on the number choosing Plan B at the end of open enrollment each year

$3000 annually	16 or less members
$4200 annually	17-18 members
$5400 annually	19 or more members

Part time teachers will receive a prorated cash in lieu amount based on their percentage of employment.

G. It is the teacher's responsibility to contact the business office to report any changes in insurance related status within thirty (30) days of the status change. New teachers must apply for insurance during the open enrollment period. Teachers with subsequent status changes shall report the changes within thirty (30) days of the status change.

H. The Board shall adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code upon ratification of this agreement. Said plan document shall be approved by the Association. To elect a tax deferred annuity the bargaining unit member shall enter into a salary reduction agreement under this plan. All costs relating to the implementation and administration of the plan shall be borne by the Board.

I. Teachers may sign and deliver to the District an authorization for voluntary deductions such as annuities, Teachers' Credit Union and insurance within thirty (30) days of the beginning of their employment.

1. Annuities and Teachers' Credit Union shall be deducted each pay and remitted to the appropriate company.
2. Insurance shall be deducted each pay of every month and be remitted to the company designated by the parties.

J. The Board of Education of the New Haven Community Schools and the MEA-NEA Local 1, New Haven Education Association, recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. In complying with the IRS regulations regarding 403(b) plans, the Board has sought and will continue to seek input from the Association regarding the 403(b) plan document and any third-party administrator adoption agreement. The parties further agree that any fees necessary to administer the 403(b) plan document will not be passed on to the members.

Article 13: Staff Reductions/Layoff and Recall

It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

1. Non-certified, then probationary certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.

2. If reduction is still necessary, then tenured teachers will be laid off in the inverse order of qualification as defined in Article 8, Section C, providing that such teachers who are retained are adequately certified for the positions they are to fill. If more qualified (per Article 8, Section C) teacher(s) are not available to staff programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions.

A. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article 8, Section C).

B. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full semester for layoffs during the school year.

C. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

D. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

E. Definitions:

1. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement.

   The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of the same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

2. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of "qualified" status for any position in the district shall be determined by the process outlined in Article 8, Section C.

F. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Article 8, Section C and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such cases, the teacher shall have the ability to finish the term of their contract before reporting for duty at

the District of Recall. Should the teacher refuse that option, they shall be deemed to have voluntarily quit as set forth above.

G. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 11 until the end of the following month of the effective date of the layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

H. Seniority

1. Seniority will be determined from the last date of hire. Seniority is defined as length of service within the district as of the employee's first (1st) working day. In the event the seniority date for two (2) or more employees is identical, the tiebreaker will be the last four digits of their social security number from highest to lowest in number and seniority.

2. Seniority will be accrued for all paid leaves of absences and military leaves (Article 7, Section E).

3. No administrator shall accrue seniority in the bargaining unit.

4. The Board shall furnish the Association with a seniority list on or before the last day of the first semester. The list shall include the last date of hire, years of service in New Haven and certification areas for each teacher. The Association will distribute the list and have it initialed by all members on or before February 15th of each year. The list shall be conclusive unless the Association brings inaccuracies to the Board's attention prior to February 15th.

5. Shared time and part time employees will be granted seniority on a prorated basis equal to the contractual full time equivalency (FTE) for which they were hired. Examples: a .5 FTE will earn .5 years of seniority. A .75 FTE will earn .75 years of seniority.

J. When a teacher is laid off at the end of a school year for the following school year, the fringe benefits over the summer months afforded him/her under this Agreement shall not be lost due to layoff.

The Board will be notified of the teacher's availability for work and of the teacher's current address each year.

K. The Association and Board agree that a teacher shall remain on the seniority list for the number of years he/she has continuously taught in the district prior to lay off up to a maximum of five (5) years

but no less than two (2) years, from the date of layoff unless they have resigned or retired from the district.

L. The term "qualified" when used elsewhere in this contract in connection with classroom teaching positions shall have the same definition as contained in this Article.

Article 14: Miscellaneous Provisions

A. The teachers and the Board, recognizing that the employment of a multi-racial staff is a common goal and that the parties must work toward improving the ratio of minority teachers in each of the buildings, agree to the following:

1. Teachers will recommend to other teachers, student teachers and intern teachers of minority groups to teach in the New Haven Community Schools.

2. The Board agrees to utilize local resources and community contacts to publicize openings within minority groups.

3. The Board retains the sole discretion to hire or not hire any applicant subject to the requirements of the Office of Economic Opportunity, the Michigan Civil Rights Commission and the Fair Employment Practices Commission.

B. 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 provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. 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 and 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. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. The parties will apply the provisions of this Agreement without regard to religion, race, color, national origin, age, sex, height, weight, or marital status.

E. This Agreement will be posted on the District website no later than 45 days of its ratification.

F. No Strike Provision

1. During the life of this Agreement, the Association will not cause or permit its members to cause, nor will any member of the Association take part in a work stoppage. As used in this Agreement, the words "work stoppage" shall mean the concerted failure to report for duty; the willful absence from one's position; the stoppage of work or the

abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges, or obligations of employment.

2. The Association shall have no liability under this article if they will post notices immediately at any or all schools affected, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Association. The Association shall further advise any and all teachers involved, including notification to the communications or press media if requested by the employer, that such teachers are in violation of the Agreement and that all teachers involved shall return forthwith to their regular duties.

3. Members of the bargaining unit who violate this article shall be subject to disciplinary action, including discharge.

4. So long as no work stoppage occurs in violation of this article, the Board agrees they will not lock-out during the term of this contract.

G. Reporting Absences

1. It is the responsibility of each teacher to report his/her impending absence; high school teachers will report absences at or before 5:30 a.m. and all other teachers at or before 6:00 a.m., except in cases of emergency.

2. Annually, the district will provide all teachers with the information to log on and use the district absence management program.

3. It is the responsibility of each teacher to call in their impending absence before the time specified above, except in cases of emergency. It is understood by the parties that the failure by a teacher to fulfill this obligation may be grounds for discipline.

H. Discipline

No teacher shall be disciplined without cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.

1. A teacher shall be entitled, to have present, a representative of the Association during any disciplinary action when such action will become part of the teacher's personnel file. 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 except in extenuating circumstances. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.

2. Any complaint/matter which is subject to the provisions and procedures of the Teacher's Tenure Act (Act 4 of Public Acts, Extra Session, 1937 of Michigan as amended, being MSA 15, 1971, etc.) shall not be the basis of any grievance.

I. Pay Plans

1. The Board shall provide each teacher with a form so they may elect one of the following pay plans by the end of the opening day of school:

    a. Twenty-one (21) pays
    b. Twenty-six (26) pays

    All payments will be paid via direct deposit. Teachers shall supply all necessary information or changes to the business department in person to facilitate direct deposit. Pay will be withheld until such information has been supplied. Check stubs will be electronic and available on-line. Check stubs will not be printed or mailed.

2. Changes in pay plans must be made by the end of the week preceding the first pay date of each school year. The pay plan elected may not be changed during the school year. It is understood that should any teacher not elect a pay plan, he/she will automatically be placed on the twenty-six (26) pay plan.

3. All teachers who receive pay for special assignments shall be paid according to the procedures established by the payroll department.

4. Mileage payments will be paid monthly upon submission of the proper forms, on a monthly basis, and must be approved by the appropriate administrator prior to payment. Such payments shall be paid according to the procedures established by the IRS.

J. The Board will meet and confer with the Association regarding any forms of multi-district pre-kindergarten through grade twelve consortiums whenever the bargaining unit will be adversely affected. At that time, both sides will meet and negotiate the impact upon association members.

K. Special Contract Conference - It is understood that problems of mutual concern may arise from time to time. Either party may request a conference to discuss such problems. Any request for such a conference by the Association shall be made through the Superintendent of Schools. Any request for such a conference by the Board shall be made through the District Association President. The agenda shall be limited to the problems indicated on the request. The conference must be scheduled within five (5) school days.

Any issue that would result in changes and/or additions to this agreement shall be resolved by a Board representative, the District Association President, and the Chief Negotiator or designee of each bargaining team.

L. Representation on the district curriculum committee will include at least one teacher from each building appointed by the Association president.

The purpose of the Curriculum Committee shall be:

a. To share information.
b. To coordinate curriculum programs.
c. To recommend to the Board of Education revisions or additions to the school district's curriculum.

M. New Teacher Mentors:

A new teacher mentor as identified in Section 1526 of the School Code, MCLA 380.1526, shall perform the following duties and be subject to the following terms and conditions:

1. The purpose of the mentor is to provide a peer who can offer assistance, resources and information to a new teacher.

2. A bargaining unit member may refuse such an assignment as a mentor.

3. The administration shall notify the Association when a mentor is matched with a new teacher (mentee).

4. In assigning a bargaining unit member as a mentor, consideration will be given to the bargaining member's area of certification and building.
5. A mentor assignment shall be for a minimum of one semester at which time the assignment may be renewed.

6. Neither the mentor or mentee shall be required to participate in the evaluation of the other. Further, except in cases of misconduct, the mentor shall not be called as a witness by the Board in any grievance or administrative hearing involving the mentee's work performance, and the mentee shall not be called as a witness by the Board in any grievance or administrative hearing involving the mentor's work performance.

7. The District shall provide reasonable release time to bargaining members acting as mentors. Mentor logs must be completed whenever the mentor and the mentee meet.

8. Professional development training required by law or regulation, such as Section 1526 of the Michigan School Code, may occur during the regular workday and year. However, satisfying such professional development requirements is the sole responsibility of the teacher.

9. Bargaining unit members who serve as mentors shall receive a yearly stipend of two hundred ($200), (one-half of that amount for one semester). Special Education teachers shall receive a yearly stipend of three hundred ($300), (one-half of that amount for one semester). The stipend will not be paid unless mentor logs are

submitted with the supplemental pay form. All mentor stipends will be paid out once per year on the last pay of June.

10. In hiring a mentor, the Board shall give first consideration to hiring tenured bargaining unit members; however, the Board may hire as a mentor retired teachers and/or retired administrators who possess(ed) a valid teaching certificate. Non-tenured bargaining unit members shall not be hired as mentors unless they were previously tenured in another district.

11. Mentors will be expected, as a part of their stipend for mentoring and as a condition of being a mentor, to attend a meeting for a time period of no more than two (2) hours during the New Teacher Orientation program. This is intended to give both the mentor and mentee a chance to meet one another and have some understanding of the mentor-mentee program.

12. Mentors will maintain a record of dates and times of meetings between the mentor and mentee for the sole purpose of verifying the meetings. This record will be initialed by both the mentor and mentee when they meet. At no time will this record any information discussed. This will be made available to the building administration each semester prior to the administrator approving the mentor's stipend.

13. Mentors will be given at least one class period per semester to observe and/or meet with the assigned mentee. Additional release time will be provided if mutually agreed upon by the mentor and the building administrator.

N. If a public school academy is authorized by the District, and the teacher's contract is to apply to the academy pursuant to MCL 380.503(4), then any provision of an academy school contract as defined in MCL 380.503 (4) affecting the wages, hours, and working conditions of employment which is inconsistent with this agreement must have written approval of the Association prior to being adopted and/or implemented.

Bargaining unit members employed in a public school academy shall not be required to perform job duties and responsibilities different from regular District teachers in similar positions.

In the event the Board of Education considers authorizing a public school academy or considers applying for a public school academy contract with another body authorized to grant such contract, the Board will notify the Association prior to adoption or implementation to provide an opportunity to negotiate its impact on the bargaining unit members.

Article 15: Calendar

A. Length of School Year

The Association and the Board agree to a calendar with 181 teacher days and 180 student days. If the State requirements for minimum days and hours of pupil instruction change during the lifetime of

this Agreement, representatives of the Association and the Board shall meet for the purpose of bargaining the school calendar and hours of instruction. It is the intent of the parties that no additional days or hours of instruction will be scheduled other than the minimum required by the State.

B. Compliance with 1984 PA 239

In case of emergency school closing, the Board shall endeavor to notify the media outlets and utilize the district's mass communication system not later than one (1) hour prior to the time the first teachers are due to report for work. In the event that pupil instructional days have been canceled due to conditions not within the control of the Board, instructional days shall be rescheduled to comply with 1984 PA 239.

The Superintendent or his/her designee will endeavor to delay the start of a school day when possible. The Superintendent or his/her designee will determine, at his discretion, when a delayed start is warranted. Class schedules and duration of classes will be determined by the administration. In no event will classes end later than 3:45 P.M.

If additional days of instruction must be scheduled to insure compliance with 1984 PA 239 then such days will be scheduled at the end of the school year and the last day of the school calendar shall be adjusted accordingly, (i.e., one half (1/2) day for students and one (1) full day for teachers).

The make-up of instructional days shall only be undertaken as necessary for the school district to qualify for full state aid. In the event that the Superintendent or his/her designee directs that school remain open on any of the scheduled days when less than the required number of students are present to receive full state aid, teachers will be paid prorated additional compensation for days in excess of one hundred eighty (180) days of student instruction.

If 1984 Pa 239 is modified or repealed so as not to require rescheduling of student days, this article shall be null and void.

C. Days and Hours of Instruction

In compliance with the laws regarding calendar for schools and addressing the terms in Article 14 - Calendar, Section A of the Master Agreement, which reinforces that "...It is the intent of the parties that no additional days or hours of instruction will be scheduled other than the minimum required by the State."

The administration will be reviewing the hours of instruction at the district buildings with the intent being to come into compliance with the current State requirement of at least one thousand ninety eight (1098) hours of student instruction.

D. If rescheduling of parent-teacher conferences is necessary, the Superintendent and Association President will meet and discuss the rescheduling. If an individual teacher is unable to hold conferences on the scheduled date, they will be required to make up any missed conferences on another day approved by administration.

E. Parent-Teacher evening conferences will be limited to one evening in the first semester and one evening in the second semester. At the elementary level, if any additional parent-teacher conferences are scheduled, these conferences will take place during the contractual school day. Such conferences will be scheduled by mutual agreement of the Board and the Association. The Board will provide compensatory time which will be scheduled by mutual agreement of the Board and the Association. If a parent(s) is unable to make it to conferences because there are no evening spaces available and the student's performance necessitates a conference, the teacher will schedule a time to meet with the parent(s) upon request by the parent(s).

Elementary: If prior to the scheduling of parent-teacher conference during semester the teacher has met the following conditions, the teacher shall not be required to schedule a parent teacher conference for that student: 1) The teacher has met with the parent separately and discussed the student's progress; or 2) The teacher has communicated with the parent(s) of the student and provided notification that the student's performance has reached a level where a conference is not necessary and the parent(s) provided consent. The District shall determine the levels of student performance to meet this notice as well as the form of notice and consent for the parents.

F. Records Days: Teachers, in compliance with FERPA, may complete records off site provided those records are completed in the required time frame for distribution to parents. Teacher check out at the end of second semester will take place as soon as records and assigned check out procedures are completed. No meetings will be scheduled on records days

G. School Calendars

See Attached
https://drive.google.com/drive/u/0/folders/1oXcGFwvPuo-37t6JWzb4ZVcwe8r3aN5J

Article 16: Salary Agreement, Salary Schedule

A. Salary Schedule

Step	BA	BA+20 Grandfathered	MA	MA+30 Grandfathered	Spec/Dr	Dr
1	$43,169	$47,608	$48,569	$49,492	$50,546	$51,392
2	$44,896	$49,512	$50,512	$51,472	$52,568	$53,448
3	$46,692	$51,493	$52,532	$53,531	$54,671	$55,586
4	$48,559	$53,553	$54,634	$55,672	$56,857	$57,809
5	$50,502	$55,695	$56,819	$57,899	$59,132	$60,121
6	$52,522	$57,922	$59,092	$60,215	$61,497	$62,526
7	$54,623	$60,239	$61,455	$62,623	$63,957	$65,027
8	$56,807	$62,649	$63,913	$65,128	$66,515	$67,628
9	$59,080	$65,155	$66,470	$67,733	$69,176	$70,334
10	$61,443	$67,761	$69,129	$70,443	$71,943	$73,147
11	$63,901	$70,471	$71,894	$73,260	$74,820	$76,073
12	$66,457	$73,290	$74,770	$76,191	$77,813	$79,116

13	$69,115	$76,222	$77,761	$79,238	$80,926	$82,280
14	$71,880	$79,271	$80,871	$82,408	$84,163	$85,571
15	$74,755	82,442	$84,106	$85,704	$87,529	$88,994

Employees currently on the MA +30 and Dr. lanes will be grandfathered in. There will be no MA +30 or Dr. lanes effective September 1, 2017. The Dr. lane will be combined with the SPEC lane effective September 1, 2017. All employees on the MA +30 and Dr. lanes on or before September 1, 2017 will continue to be paid on those lanes. Employees currently being paid BA +20 will continue to be paid BA +20, but employees are no longer eligible to move onto the BA +20 lane.

2024-25
Teachers will step on the (2021-2024) salary schedule and then slide to the step within their lane that will give them a raise. Any teacher on step 15 for the fiscal year 2023-24 will move to step M on the new scale.

2025-26
Employees will advance based on the Wage Formula for Step Advancement.

2026-27
Employees will advance based on the Wage Formula for Step Advancement.
Wage Formula for Step Advancement
The Board shall ensure that adequate funds are reserved for the General Fund to maintain a secure financial position whereby the fund equity shall not fall below seven percent (7%) in order for steps to be given. It will be based on the audited fund balance applying the state formula for calculation. If fund balance is seven percent (7%) or less and steps cause fund balance to fall below the state minimum of five percent (5%), the district will review the possibility of ½ steps, as long as the fund balance does not fall below the state required minimum of five percent (5%).

B. Longevity Payments

1. Yearly longevity payments will be made in a lump sum no later than the first pay period in June. Each yearly payment will be made as specified in the schedule below:

9th through 11th year.....$ 900.00
12th through 13th year..... $1,300.00
14th through 17th year $1,700.00
18th through 20th year..... $2,100.00
21st year plus..... $2,500.00

C. Salary Schedule: The salary schedule for the three years of this contract shall be as outlined above.

D. Salary Agreement

1. A teacher hired during the school year who works at least ninety (90) school days shall receive an incremental step on the salary schedule the following school year. Increments (index adjustments) become effective the beginning day of each school year and advancement under the salary schedule shall be automatic as of the beginning day of each school year.

2. The salary of every teacher shall be determined by his/her position on this salary schedule based upon his/her professional training, teaching experience and length of service in this system.

3. Adjustments for the MA, Specialist or equivalent, and Doctorate semester hours, will be made twice a year, before school begins and at the end of the first semester of school. Satisfactory proof must be submitted by September 15 or February 1 in the Board of Education office. Credits qualifying for adjustment must be in an approved program in the field of education at a college or university accredited by the higher learning commission of the North Central Association of Colleges and Schools.

4. No credit will be given for hours beyond the BA degree or for an MA +30. All present employees who have earned credit previous to this Agreement will be grandfathered in, and will not lose their position on the salary schedule.
5. On Specialist lane - proof of being on an approved Doctorate (Education program which includes work equal to the minimum requirements for a Specialist Degree or no less than 40 hours), must be presented in lieu of the Specialist Degree.

6. A teacher's daily salary shall be determined by dividing his/her annual salary by the number of school days scheduled during the school year.

7. A teacher's weekly salary shall be determined by multiplying his/her daily salary by five (5).

8. Compensation for additional periods taught by secondary teachers shall be determined by dividing their annual salary by the number of school days scheduled during the school year and dividing that result by the number of periods in the normal daily schedule, seven (7). This amount shall be added to their regular compensation.

   Example

   $21,934 (annual amount) divided by 181.5 (days) = $120.84

   divided by 7 periods = $17.26 per period per day

   x 181.5 days or $3,133.42 for the year

Teachers teaching eight (8) periods instead of seven (7) would receive an adjusted annual contract of $21,934 plus $2,741.75 = $24,675.75

9. Compensation for secondary teachers teaching less than a full day shall be determined by dividing the appropriate step on the salary schedule, assuming this teacher had taught full time, by One Hundred Eighty One and One-Half (181.5) and dividing that result by the number of periods in the normal schedule, seven (7). This amount shall be multiplied by the number of periods in the normal daily schedule, seven (7) and finally by the number of days, which shall be One Hundred Eighty One and One-Half (181.5) days for a year.

   Example
   Regular Step: $15,390

$15,390 divided by 181.5 (days) =	$ 84.79
$ 84.79 divided by 7 (periods)=	$ 12.11
$ $ 12.11 times 3 (periods) = (example assuming half schedule)	$ 36.33
$ 36.33 times 181.5 (days)	$ 6,593.90

10. The parties agree prior to ratification to verify all mathematical computations. All equations that end in .49 or less will be dropped and all equations that end in .50 or above will be raised to the next dollar.

11. If any salary/wage or benefit provision of this Agreement is nullified or modified by any action of any government agency, as a result of the institution or reinstitution of any form of wage and benefit controls, the parties hereto shall meet to negotiate those provisions of the Agreement affected by such government action.

12. Teachers of vocational/technology classes offered at the High School will have their compensation prorated, either increased or decreased, according to the amount of their student contact time compared to the amount of student contact time for a regular education teacher at the High School.

Article 17: Compensation - Special Assignments

The positions listed here are not tenure positions. With the exceptions noted, all of these positions are for activities that occur after the regular school day; therefore, they are considered to be extra-curricular positions. Any or all positions may be discontinued. Any position filled and the program put into operation will continue to operate until such functions are completed on a seasonal basis. Any person employed in any coaching assignment, unless notified otherwise by June 30th, shall continue in that assignment for another school year. Payment will be made upon submission of a requisition, after completion of that specific function. If the District determines to offer a sport or

club/activity, the District shall establish and implement the guidelines on a minimum number of participants needed for each sport or club/activity. If a sport or club/activity has less than the number of required participants, the District may eliminate the sport or club/activity for that season or combine two teams together with an appropriate negotiated stipend.

It is hereby agreed that during this Agreement it is the policy of the Board of Education that the performance of each coach/advisor is evaluated annually and that this evaluation is given to the employee in writing before the end of the academic year. Should the performance of a bargaining unit member in one of these assignments be deemed unsatisfactory they can be given a corrective action plan and subsequent year within the assignment to correct deficiencies. The District retains all rights to hire and fire coaching personnel. Bargaining unit members will be given preference to fill the positions referenced in this article with the exception of those positions noted. The District has the option to hire bargaining unit members or non-bargaining unit members into Varsity Head Coach Positions based on experience and qualifications. The substance of coaching evaluations shall not be subject to the grievance procedure. Vacant positions or positions filled by non-bargaining unit members, with the exception of Varsity Head Coach Positions, shall be posted annually, or prior to the upcoming season as it applies, on the district webpage along with email notification to the Association members. As of the 2020-2021 school year, any person employed in any position for 2 or more years will remain in that position as long as their evaluation is satisfactory.

Retention or dismissal from coaching positions will be part of the end of the season evaluation process.

Coaching Assignments:

FOOTBALL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Varsity Head Coach	3,000	3,186	3,372	3,558	3,744	3,931	4,117	4,303	4,489	4,675
Junior Varsity Head Coach	2,295	2,471	2,647	2,822	2,998	3,174	3,350	3,525	3,701	3,877
HS Assistant Coach (2)	1,530	1,647	1,764	1,882	1,999	2,116	2,233	2,351	2,468	2,585
MS Head Coach	1,530	1,647	1,764	1,882	1,999	2,116	2,233	2,351	2,468	2,585
MS Assistant Coach (If there is one team)	1,275	1,373	1,470	1,568	1,666	1,763	1,861	1,959	2,056	2,154

BASKETBALL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Varsity Head Coach	3,000	3,186	3,372	3,558	3,744	3,931	4,117	4,303	4,489	4,675
Junior Varsity Head Coach	2,295	2,471	2,647	2,822	2,998	3,174	3,350	3,525	3,701	3,877
HS Assistant Head Coach	1,530	1,647	1,764	1,882	1,999	2,116	2,233	2,351	2,468	2,585
Freshman Head Coach	1,530	1,647	1,764	1,882	1,999	2,116	2,233	2,351	2,468	2,585
8th Grade Coach	1,275	1,373	1,470	1,568	1,666	1,763	1,861	1,959	2,056	2,154
7th Grade Coach	1,275	1,373	1,470	1,568	1,666	1,763	1,861	1,959	2,056	2,154

*If a MS coach coaches 7th and 8th grade teams separately the compensation will be 1.5 their current step

TRACK	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10

Varsity Head Coach Boys	2,550	2,745	2,941	3,136	3,331	3,527	3,722	3,917	4,113	4,308
Varsity Head Coach Girls	2,550	2,745	2,941	3,136	3,331	3,527	3,722	3,917	4,113	4,308
Assistant Coach	1,530	1,647	1,764	1,882	1,999	2,116	2,233	2,351	2,468	2,585
MS Coach (2)	1,275	1,373	1,470	1,568	1,666	1,763	1,861	1,959	2,056	2,154

BASEBALL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Varsity Head Coach	2,550	2,745	2,941	3,136	3,331	3,527	3,722	3,917	4,113	4,308
Junior Varsity Coach	1,795	1,929	2,063	2,197	2,331	2,464	2,598	2,732	2,866	3,000
Assistant Coach	1,530	1,647	1,764	1,882	1,999	2,116	2,233	2,351	2,468	2,585

SOFTBALL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Varsity Head Coach	2,550	2,745	2,941	3,136	3,331	3,527	3,722	3,917	4,113	4,308
Junior Varsity Coach	1,795	1,929	2,063	2,197	2,331	2,464	2,598	2,732	2,866	3,000
Assistant Coach	1,530	1,647	1,764	1,882	1,999	2,116	2,233	2,351	2,468	2,585

SOCCER	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Varsity Head Coach	2,550	2,745	2,941	3,136	3,331	3,527	3,722	3,917	4,113	4,308
Junior Varsity Coach	1,795	1,929	2,063	2,197	2,331	2,464	2,598	2,732	2,866	3,000
Assistant Coach	1,530	1,647	1,764	1,882	1,999	2,116	2,233	2,351	2,468	2,585

GOLF	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Varsity Head Coach	1,795	1,929	2,063	2,197	2,331	2,464	2,598	2,732	2,866	3,000

CROSS COUNTRY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Varsity Head Coach	1,795	1,929	2,063	2,197	2,331	2,464	2,598	2,732	2,866	3,000
Assistant Coach (if 15 kids or more)	1,530	1,647	1,764	1,882	1,999	2,116	2,233	2,351	2,468	2,585

TENNIS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Varsity Head Coach	1,795	1,929	2,063	2,197	2,331	2,464	2,598	2,732	2,866	3,000

WRESTLING	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Varsity Head Coach	2,550	2,745	2,941	3,136	3,331	3,527	3,722	3,917	4,113	4,308
Assistant Coach	1,530	1,647	1,764	1,882	1,999	2,116	2,233	2,351	2,468	2,585

VOLLEYBALL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Varsity Head Coach	3,000	3,186	3,372	3,558	3,744	3,931	4,117	4,303	4,489	4,675
Junior Varsity	2,295	2,471	2,647	2,822	2,998	3,174	3,350	3,525	3,701	3,877
7th & 8th Grade Head Coach	1,275	1,373	1,470	1,568	1,666	1,763	1,861	1,959	2,056	2,154

*If a MS coach coaches 7th and 8th grade teams separately the compensation will be 1.5 of their current step

CHEERLEADER ADVISOR	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Varsity Sideline Head Coach	1,275	1,373	1,470	1,568	1,666	1,763	1,861	1,959	2,056	2,154
Junior Varsity Head Coach	1,275	1,373	1,470	1,568	1,666	1,763	1,861	1,959	2,056	2,154

*If the coach coaches varsity and JV teams separately the compensation will be 1.5 of their current step

CHEER	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
MS Sideline Head Coach	1,275	1,373	1,470	1,568	1,666	1,763	1,861	1,959	2,056	2,154
Varsity Competitive Head Coach	2,550	2,745	2,941	3,136	3,331	3,527	3,722	3,917	4,113	4,308
Junior Varsity Head Coach	1,795	1,929	2,063	2,197	2,331	2,464	2,598	2,732	2,866	3,000
Assistant Coach	1,530	1,647	1,764	1,882	1,999	2,116	2,233	2,351	2,468	2,585

BOWLING	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Boys Varsity Head Coach	1,795	1,929	2,063	2,197	2,331	2,464	2,598	2,732	2,866	3,000
Girls Varsity Head Coach	1,795	1,929	2,063	2,197	2,331	2,464	2,598	2,732	2,866	3,000

*If a coach coaches boys and girls teams separately the compensation will be 1.5 of their current step

OTHER SPECIAL ASSIGNMENTS

Position	Amount
Freshman Advisor	$750
Sophomore Advisor	$1,200
Junior Advisor	$1,650
Senior Advisor	$1,750

SPECIAL ASSIGNMENTS THAT ARE A PART OF THE HIGH SCHOOL OR MIDDLE SCHOOL CURRICULUM

In the event that the listed activities are scheduled and taught as a part of the regular high school curriculum or middle school (by a properly certified and highly qualified staff member), both sides agree that in order to satisfactorily complete the requirements of these positions the staff member assigned may find that there are requirements beyond the regular school day. Therefore, in recognition of this fact, when the following activities are a part of the regular Middle School or High School Schedule, it is agreed that the following positions will receive the following stipend:

Yearbook Advisor
Homeless Liaison
CTE Student Organizations (HOSA/BPA/SKILLS USA/DECA)
Robotics Club (One allowed per High School/Middle School/Elementary School)
School Play Advisor

Honor Society MS/HS
Student Council Advisor MS/HS

The step will be determined by how many consecutive years at the above-named position. Only one (1) stipend per assignment/club per building will be paid. If multiple staff share the duties, the stipend will be split amongst them.

Step	Amount
1	$1,500
2	$1,600
3	$1,700
4	$1,800

INSTRUMENTAL VOCAL MUSIC

1. MS/HS Instrumental Music (Marching Band) 6%
2. MS/HS Vocal Music 5%
3. Elementary Music 3%

Step	BA
1	$43,169
2	$44,896
3	$46,692
4	$48,559

If a teacher holds both instrumental and vocal music positions, he/she shall only receive 9% supplemental salary. Instrumental and vocal music teachers will have their event schedule to the building principal no later than two weeks after the start of school. These stipends include a minimum of six performances per year at the buildings that apply to the assignment. Secondary assignments also include participation in Solo and Ensemble events.

School Interest Clubs

Any teacher sponsoring a school club shall be paid $625/year. ***Each building gets up to four (4) clubs per year as determined by the building principal.*** Any more than 4 clubs per building must first be approved by the superintendent/finance director. Any club sponsor must complete the following criteria:

1. **Must complete the extra-curricular assignment form at the start of every school year.**. This form must be turned into the superintendent's secretary. If a new club is approved after the start of the school year the form must still be completed and turned in to receive compensation at the end of the year.

2. Must meet a minimum of 30 hours/per school year outside the normal school hours.

3. Must complete a log that shows the days and hours of each meeting. This log must be turned in with the supplemental pay form at the end of the school year to receive payment.

Any additional expenses incurred by the club must be either paid from club funds or approved by building administration for reimbursement. Receipts must be submitted with the reimbursement form. Examples of clubs would be (but not limited to) Chess Club, Cooking Club, Green Club, Lego Club, Book Club, Astronomy Club, and Dance Club.

Supplemental pay will be paid on the last pay in June if all required documents are received. Documents must be turned in to the superintendent's secretary by the last day of school.
HOMEBOUND TEACHER $40.00 per hour

MISCELLANEOUS
Teachers whose assignments involve personal use of their cars will be reimbursed at the same rate as administrators.

Coordinators (Bargaining unit members with responsibilities in addition to their regular teaching assignment):

1. Athletic Coordinator will be paid a supplemental salary of 5.5% of that teacher's salary.

2. Vocational Education Coordinator will receive a supplemental salary of 5.5% of that teacher's salary.

3. English Language Learner/ESL Coordinator will be paid a supplemental salary of 5.5% of that teacher's salary.
4. Transition Coordinator will receive a supplemental salary of 5.5% of that teacher's salary.

DISTRICT LEVEL COMMITTEE MEMBERSHIP
Upon approval and request of the Superintendent bargaining unit members who choose to participate on committees that support curriculum, assessment/data, instruction, technology or other programming will be paid at a rate of $20 an hour for work/meetings that are done outside of the contractual day. The district and association may choose to agree on a flat rate stipend for membership if desired.

*This does not preclude the district or any building to also have committees that are voluntary participation with no additional compensation.

Article 18: Communicable Disease

A. In the event the Board of Education authorizes the development or subsequent revision of Board policies with communicable diseases, the Employer will provide the Association, prior to adoption or implementation, notice and opportunity to negotiate on said policies as they impact on the working conditions and health and safety of bargaining unit members.

Article 19: Emergency Manager

A. The parties understand that an emergency manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, has the ability to reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575.

Article 20: Annexation, Consolidation, Reorganization

A. No bargaining unit member shall be adversely affected by a change in hours, wages, terms or conditions of employment in the existing agreement as a result of voluntary action by the Board of Education to agree to any annexation, consolidation, or other reorganization.

Article 21: Duration of Agreement

A. This Agreement shall be effective as of September 1, 2024 and shall continue in effect through the 31st day of August, 2027. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. If either party desires to modify or change this Agreement, it shall, at least sixty (60) days prior to September 1, 2024, give written notice of the desire to change this Agreement.

C. This is the entire Agreement between the parties and it cannot be added to or deleted from without the written consent of both parties.

FOR THE BOARD:

Tanya France 8-17-24
Tanya France, President Date

Regina Patton 8-12-24
Regina Patton, Secretary Date

Cheryl Puzdrakiewicz 8-12-24
Cheryl Puzdrakiewicz, Superintendent Date
New Haven Community Schools

Letter of Agreement
Between New Haven Community Schools and
MEA-NEA Local 1, New Haven

FOR THE ASSOCIATION:

Heather Rogers 8-12-24
Heather Rogers, President Date
MEA-NEA Local 1, New Haven

Heather Schultz 8/12/24
Heather Schultz, President Date
MEA-NEA Local 1

FORM - Extracurricular Assignment Form

Following the building Administrator's approval of a club or extracurricular position, the Club Sponsor will complete the following form and return to Danielle Ratajczyk @ dratajczyk@newhaven.misd.net to indicate acceptance of the position.

Name: _____

Agrees to perform the following extracurricular assignments

_____

_____

For the _____ school year, fulfilling the duties and responsibilities for the assignment. All clubs are to meet no less than 30 hours per year and must maintain a log of dates met. Any expenses incurred have to be approved prior to spending the funds and receipts must be submitted.

A salary of _____, will be paid as described in the NHEA Master Agreement.

_____ _____

Club Sponsor Date

_____ _____

Building Administrator Date

It is understood that by signing this extracurricular form, the individual indicated a commitment to continue in this position for the next season/school year, unless an emergency occurs.