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# MASTER AGREEMENT

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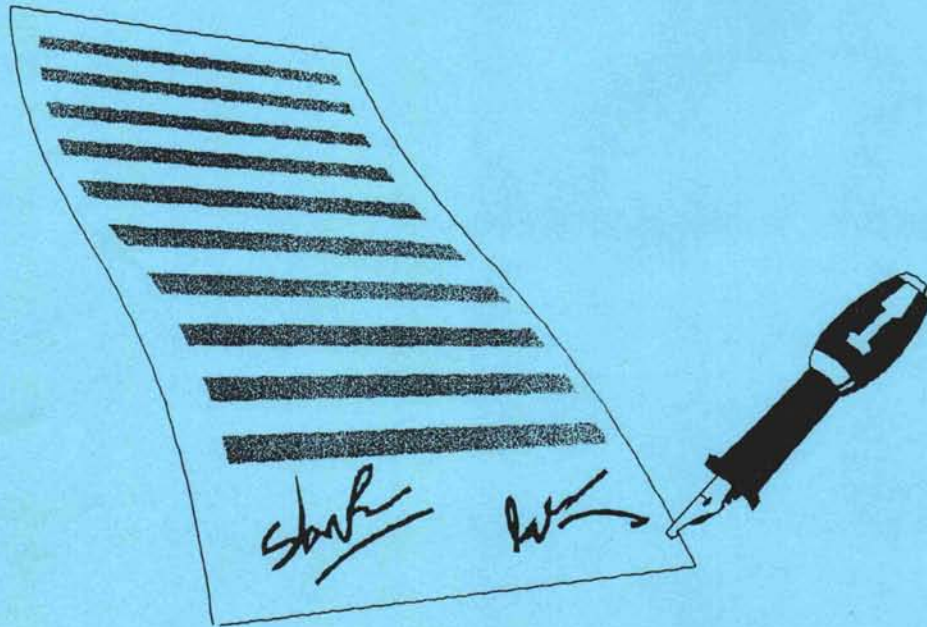
## DECATUR PUBLIC SCHOOLS

And

## VAN BUREN COUNTY EDUCATION ASSOCIATION DECATUR EDUCATION ASSOCIATION, MEA-NEA

1999-2000

*Decatur Public Schools*





1/10/1900

1/10/1900

## AGREEMENT

THIS AGREEMENT entered into this 21st day of June, 1999 between the VAN BUREN COUNTY EDUCATION ASSOCIATION/DECATUR EDUCATION ASSOCIATION/MICHIGAN EDUCATION NATIONAL EDUCATION ASSOCIATION, a voluntary, unincorporated association, hereinafter called the "VBCEA/DEA/MEA/NEA" and the BOARD OF EDUCATION OF DECATUR PUBLIC SCHOOLS, VAN BUREN AND CASS COUNTIES, MICHIGAN, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

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## ARTICLE I

### RECOGNITION

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

## ARTICLE II

### ASSOCIATION AND TEACHER RIGHTS

- Section 1: The Board agrees to deduct in equal amounts from each paycheck for the duration of the school year from the salaries of teachers the total membership dues for the VBCEA/DEA, MEA-NEA when voluntarily authorized in writing by each teacher desirous of having his dues deducted.
- (a) Individual authorization forms shall be furnished by the VBCEA/DEA, MEA-NEA and, when executed, filed by it with the School Business Office. Arrangements for deductions shall be made within thirty (30) days after commencement of the semester.
  - (b) The Association shall indemnify and save the district harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues.
- Section 2: The Association and its representatives shall have the following rights to conduct Association business:
- (a) The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for the use of school rooms before the commencement of the school day nor until 6:00 p.m. Advanced scheduling must be made with the Administration.
  - (b) Use of teachers' mailboxes for distribution of Association business.



- (c) Use of appropriate bulletin board space in each teachers' lounge.
- (d) Use of school mimeo equipment and also use of school Xerox equipment with school providing Xerox operator and Association paying costs incurred. The use of mimeo equipment shall be done at reasonable times when not interfering with instructional programs and Xerox per schedule of operator. All other school business equipment may be used at a reasonable time and when otherwise not in use.
- (e) Appropriate prior notice of Board meetings shall be posted on bulletin board outside of Superintendent's office. The agenda shall be made available to the Association prior to each Board meeting.
- (f) A copy of the official Board minutes.
- (g) A copy of budgetary and other district information which is a matter of public record will be supplied upon request.

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

Section 4: A teacher shall have the right to review the contents of all personnel records of the District pertaining to said teacher originating after original employment and to have a representative of the Association accompany him in such review. It is understood and agreed that the above personnel records shall include administrative evaluations, administrative directives to the individual, and parental complaints directed toward the teacher. A teacher shall have the right to submit a letter of rebuttal to be placed in his/her personnel file as it relates to any of the above items in this section, providing, the letter of rebuttal is added within seven (7) calendar days of the date of review.

### ARTICLE III

#### RIGHTS OF THE BOARD

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

- (1) To the executive management and administrative control of the school system and its properties and facilities and the contractual activities of its employees.

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

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

## ARTICLE IV

### TEACHING HOURS

Section 1: Teachers at the Jr. High/High School shall report to begin the normal work day no later than twenty (20) minutes prior to the start of the student instruction day and shall leave work no earlier than ten (10) minutes after the end of the student instruction day. Teachers at the elementary schools shall report to begin the normal work day no later than fifteen (15) minutes prior to the start of the student instruction day and shall leave work no earlier than ten (10) minutes after the end of the student instruction day, provided that at Davis Elementary teachers may leave at five (5) minutes after the end of the student instruction day. Teachers shall be in their classrooms no later than five (5) minutes before the start of the student instruction day. Teachers are to remain after the end of the normal work day or arrange to be present prior to the beginning of the normal work day for a sufficient period of time to attend to their professional responsibilities to meet with students, parents, teachers and administrators of the school district regarding their instructional duties. Reporting and leaving time for a teacher work day when students are not present or dismissed early shall be the same as on the normal student instruction day, unless otherwise scheduled differently. The student instruction day shall be scheduled not to exceed six (6) hours of instructional time. Instructional time shall be scheduled time with certified teachers that meets the requirements of the Michigan Department of Education for hours of student instruction for receipt of state aid funding.

The building times shall be as follows:

	<u>Bergen</u>	<u>Davis</u>	<u>Jr./Sr. High</u>
Start of Teacher Day:	7:55 a.m.	8:00 a.m.	8:00 a.m.
Teachers in Room:	8:05 a.m.	8:10 a.m.	8:15 a.m.
Start of Instruction Day	8:10 a.m.	8:15 a.m.	8:20 a.m.
End of Instruction Day	2:55 p.m.	3:05 p.m.	3:00 p.m.
End of Teacher Day	3:05 p.m.	3:10 p.m.	3:10 p.m.

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

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

Section 2: Nothing herein shall prohibit the Administration from excusing a teacher early in the event of an emergency.

Section 3: Except in emergency situations of short duration, all teachers shall have a duty free lunch period according to the following schedule:

<u>Bergen</u>	<u>Davis</u>	<u>Jr./Sr. High</u>
40 minutes	30 minutes	35 minutes

Section 4: Except when excused by the administrator in charge, attendance at professional staff meetings after school hours is mandatory for all teachers when such meetings are scheduled by the Board or the Administration. Teachers shall not be required to attend more than two (2) hours of such professional staff meetings in any week. These meetings will not occur on a weekly basis. Except in cases of emergency, said professional staff meetings shall only be convened with a minimum of twenty-four (24) hours advance notice. Normally, these meetings will be held on a predetermined weekday to be established at the beginning of the school year.

## ARTICLE V

### TEACHING LOADS AND ASSIGNMENTS

Section 1: The normal weekly teaching load of a teacher in the Senior High School and the Junior High School will be: twenty-five (25) teaching periods and five (5) unassigned preparation periods, not to exceed five (5) hours of pupil contact per day. Assignment to a supervised study period in both the Senior and Junior High School shall be considered a teaching period for the purpose of this Article. The normal weekly teaching load of a teacher in the elementary school shall include four (4) forty (40) minute unassigned preparation periods per week in grades K-3 and five (5) forty (40) minute unassigned preparation periods per week in grades 4-6. For the purposes of this section the term



“unassigned” shall mean that there shall be no regularly scheduled supervision of students. Teachers shall, on occasion, be expected to be available for parent conferences, student assistance, administrative meetings, and other duties as required on an irregular basis as outlined above provided that appropriate notice is given.

Section 2: Recess: Teachers of grades 4-6 may choose to have a maximum of two (2), five (5) minute recesses each day one in the a.m. and one in the p.m. Teachers of grades K-3 shall not be required to supervise students during the students scheduled recess periods.

Section 3: If a teacher is requested to teach a class during his preparation period on a full-time basis, he will receive additional compensation. The additional compensation shall be determined by multiplying the basic salary of a teacher by eighteen percent (18%).

Section 4: Whenever possible, teachers of secondary grades (grades 7-12) will not be assigned to more than three (3) different subject matter preparations. Whenever it is necessary, the teacher will be advised prior to such assignments.

Section 5: Teachers, other than newly-appointed teachers, will be notified of their tentative programs for the coming year as soon as practicable and under normal circumstances not later than July 1st.

Section 6: Any teaching assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure teachers, qualified in the particular area, regularly employed in the district.

## ARTICLE VI

### PROFESSIONAL QUALIFICATIONS

Section 1: Staff members of Decatur Public Schools shall hold certificates valid in the state of Michigan and shall meet all qualifications prescribed by the law and the accrediting agencies of the school.

## ARTICLE VII

### VACANCIES

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

Section 2: In filling a vacancy within the negotiating unit, the Board agrees to consider the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. A teacher requesting a vacant position shall be interviewed before any outside posting. If said teacher is

denied the position a conference shall be held by the principal to give a verbal explanation of the denial. The decision of the Board as to the filling of such vacancies shall, however, be final.

Section 3: Teachers will be notified through administrative bulletin when an opening in the system occurs during the school year. The Association will be notified during the summer. A teacher interested in any such position shall be expected to make application immediately or within five (5) days of the date of the announcement.

## ARTICLE VIII

### TRANSFERS

Section 1: The Board and Association recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools will sometimes be necessary and desirable in the best interests of pupils and teachers.

Section 2: The right of determination to transfer a teacher is vested in the Board. The Board will not, in any case, transfer a teacher without prior discussion with said teacher. Such transfers shall be on a voluntary basis whenever possible.

Section 3: In making involuntary transfers, the convenience and wishes of the individual teacher will be honored to the extent possible when these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

Section 4: It is understood that the Decatur Board of Education does not grant tenure in non-classroom positions or in a specific teaching assignment and said tenure is hereby specifically denied.

Section 5: Notice of transfer will be given to the teacher as soon as practicable and under normal circumstances not later than the end of the semester preceding the effective date of the transfer, except in cases of a change of assignment pursuant to Article V, Section 5.

Section 6: Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted in writing between September 15th and June 1st of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.

## ARTICLE IX

### GRIEVANCE PROCEDURES

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, or application of the terms and provisions of this Agreement.

Section 2: A teacher who believes he has a grievance shall first discuss the matter with his Principal personally or accompanied by an Association representative or

Association officer within five (5) school days after the occurrence of the event or when the teacher should have had knowledge of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this manner, the following formal grievance procedure shall apply.

Section 3: FIRST STEP. Any grievance that is not settled as set forth in Section 2 of this Article or those grievances submitted by the Association shall be submitted in writing on grievance form (Appendix F) to the Principal of the school in which the grievance arises. All grievances shall state the facts upon which they are based, when they occurred, and shall be signed by the teacher who is filing the grievance or any officer of the Association when the Association files the grievances and shall be submitted to the Principal within three (3) school days after the informal meeting described in Section 2 above or the occurrence of the event upon which the grievance is based for those matters submitted by the Association. The Principal shall give a written answer to the aggrieved teacher or the Association within two (2) school days after receipt of the written grievance. If the answer is mutually satisfactory, the Grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Principal.

Section 4: SECOND STEP: If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the Grievant and/or his Association representative or representatives shall notify the Superintendent in writing, within three (3) school days after receipt of the Principal's First Step answer of the desire to appeal. If such written request is made, the Superintendent or someone by him designated shall meet with the Grievant and/or the Association representative or representatives within five (5) school days to consider the grievance. The Superintendent shall give a written answer to the aggrieved teacher and/or his Association representative or representatives within five (5) school days after the date of this meeting. If the answer is mutually satisfactory, the Grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Superintendent.

Section 5: THIRD STEP. If the grievance has not been settled in the Second Step, and if it is to be appealed to the Third Step, the Grievant and/or his Association Representative or representatives shall notify the Superintendent in writing within five (5) school days after receipt of the Superintendent's Second Step answer of the desire to appeal. If such request is made, the grievance shall be reviewed at a meeting of the Board or its designated representative, the Superintendent, the Grievant and/or the Association representative or representatives within ten (10) school days after receipt by the Superintendent of the notice of the desire to appeal. A written answer shall be given by the Board's representative to the aggrieved teacher and the Association representative within fifteen (15) school days after the date of the Third Step meeting.

Section 6: FOURTH STEP. If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with its Arbitration Rules, providing such submission is made within fifteen (15) calendar days after receipt by the Association of the Board of Education's Third Step answer. (It is also agreed

that no appeal will be made to arbitration by an individual teacher unless the Association grants written approval for this appeal.) If the grievance has not been submitted to arbitration within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the employer and the Association. The arbitrator shall have no power to rule upon matters removed from his jurisdiction by Article XIX (Just Cause) of this Agreement.

Section 7: Grievances which are not appealed within the time limit specified in the above grievance procedure shall be considered to be withdrawn by the Grievant and/or Association.

Section 8: The presentation and discussions of grievances provided for in this Article shall take place outside the regular school hours, except during the first two (2) steps of this procedure (Sections 3 and 4 of this Article), which will be held during school hours so long as all persons involved could so meet without interference with their assigned duties.

Section 9: In the event grievances filed under this Article shall not be satisfactorily settled during the school year, they shall continue after the end of the school year with the week days Monday through Friday being as if they were school days in determining the remedies set forth above.

Section 10: The teacher shall, at all times, be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquencies in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, provided that such representative shall make himself available during the course of that school day.

Section 11: Time limits set forth under this Article may be extended by written agreement between the parties.

## ARTICLE X

### TEACHING CONDITIONS

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

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



- (a) A minimum of one (1) teachers aide shall be provided for each grade level K-6. It is understood that teacher aides will normally not be assigned to the art and music classes as per past practice. However, it is understood that situations (i.e. large class sizes, special needs students) may arise which would deem it necessary to assign teachers aides to the art and music classes.
- (b) When the number of students assigned to a kindergarten, first, second, or third grade teacher is thirty (30) or more as of the tenth day of school, the Board of Education will actively seek teacher aides for that section or sections with thirty (30) or more students.
- (c) When the number of students assigned to fourth, fifth, or sixth grade teachers, or teachers in the Junior/Senior High School having sections with thirty-three (33) or more (except study hall, music, P.E. or typing) as of the official September count, the Board of Education will actively seek teacher aides for that section or sections with thirty-three (33) or more students.
- (d) In addition, the Board of Education will actively seek teacher aides for the first four (4) weeks of the school year in kindergarten sections. The Board may assign aides to any teacher when, in their opinion, an aide is needed.
- (e) The Board will consider the hiring of additional teaching staff where class sizes exceed the levels specified above. Any grievances pertaining to class sizes shall commence at Step One but shall bypass Step Two.

Section 3: There will be no smoking or use of tobacco products before 6:00 p.m. Smoking after 6:00 p.m. shall be confined to areas outside of all buildings, as provided by state law. All provisions of this state law will be adhered to.

Section 4: The Board and Association agree to work together within the framework of the Conference Committee (see Article XVI) to resolve problems which might have a harmful effect on the educational program or on the students or on the morale or on the working conditions of the teaching staff.

## ARTICLE XI

### IN-SERVICE PROFESSIONAL EDUCATION

Section 1: In recognition of the rapidly expanding field of knowledge in the special and scientific fields, the parties hereby agree to establish an in-service education committee composed of three (3) persons appointed by the Board and three (3) persons appointed by the Association.

Section 2: The committee, with the approval of the Administration, shall organize itself and assume responsibility for the planning and assist in the conducting of the in-service education of all professional teaching personnel. The committee will conduct a regular in-service needs assessment and arrange for the appropriate in-service programs to be provided on campus or as appropriate.

Section 3: The organization and planning of professional development and in-service activities for teachers may be delegated to the building and district level school improvement teams.

## ARTICLE XII

### PROTECTION OF TEACHERS

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

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

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

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

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

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

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

### ARTICLE XIII

#### PROFESSIONAL COMPENSATION AND FRINGE BENEFITS

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

### ARTICLE XIV

#### LEAVES

##### A. PAID - PROFESSIONAL AND PERSONAL BUSINESS

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

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

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

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

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

- (a) Leaves taken under this section shall be for the purpose of conducting business which cannot be conducted at a time other than during the school day.
- (b) Unused personal business days shall be added to the teacher's sick leave accumulation at the conclusion of the school year. Such accumulation shall be without restriction to the number of sick leave days which could otherwise be accumulated under Section A (1) of this Article.

Section 5: Jury Duty: A teacher shall be entitled to leave for jury service or to testify in any judicial or administrative matter provided he or she is not suing or being sued by the District, or any arbitration or fact-finding if the teacher is unable to be excused or to have such service rescheduled at a time which does not conflict with the discharge of his or her professional responsibilities. The teacher shall be paid his or her regular compensation, without deduction of leave days less any fees paid.

#### B. UNPAID - PROFESSIONAL AND PERSONAL BUSINESS

Section 1:(a) Upon receipt of a written request by a teacher, the Board may grant said teacher a sabbatical leave for professional improvement for a period not to exceed two (2) semesters at any one time provided said teacher has been employed at least seven (7) consecutive years by the Board, and at the end of each additional period of seven (7) or more consecutive years of employment, and further provided that the teacher is holding a permanent, life, or continuing certificate.

- (1) During said sabbatical leave the teacher shall be considered to be in the employ of the Board but shall not receive compensation or insurance benefits, provided that the Board shall not be held liable for death or injury sustained by any teacher while on sabbatical leave.
- (2) Teachers on sabbatical leave may maintain their bank of accumulated leave credits but not accumulate further credits while on sabbatical leave.



- (3) Teachers on sabbatical leave may be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations of the Michigan Public School Employees Retirement System.
- (b) A teacher, upon return from a sabbatical leave shall be restored to his or her teaching position or to a position of like nature, seniority, status, and pay on the next step higher on the salary schedule than he/she was on immediately before going on sabbatical leave. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board made pursuant to this Agreement and/or any law.

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

In case any dispute as to whether a teacher under this provision is able to adequately perform the duties to which she is regularly assigned, the physician who has treated the teacher throughout the pregnancy shall make the final and binding determination. Provided, however, that at the option of the teacher, the leave of absence may extend to the end of the school year in which the teacher commenced such leave of absence and further provided that:

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

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

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

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

Section 5: Leaves of absence for one (1) year may be granted upon request providing the teacher submits such a request no later than July 1 of the year. Teachers on such leave shall not be entitled to any benefits provided under this Agreement nor shall they be entitled to unemployment insurance payments. A teacher on leave under the provisions of this section shall be notified by certified mail to their last known address prior to March 1 of this contractual obligation, and will be expected to

notify the Superintendent by certified mail no later than April 1, of their intentions regarding their return. Failure to so notify shall be construed as a resignation and shall be cause for termination. Upon request of the Board, teachers returning from such leave shall certify that they are physically and/or emotionally prepared to teach. The Board shall not be obligated to grant more than three (3) such leaves in any one (1) year. The Board may grant leave upon request for periods of less than a full school year at its discretion.

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

### C. SICK LEAVE BANK

Section 1: All teachers shall contribute two (2) sick leave days to a sick leave bank at the beginning of the 1991-92 school year, and one sick day at the beginning of the 1992-93 school year. The maximum number of sick days in the bank is not to exceed two hundred (200). Any time that the number of sick days in the bank shall reach or fall below one hundred and thirty (130), each member shall contribute one additional sick day. Sick bank renewal shall occur no more than once per academic year.

Section 2: Teachers shall be eligible to apply for withdrawal of days from the sick leave bank as outlined in the attached guidelines (Appendix G) after the expiration of their accumulate sick leave.

Section 3: No teacher shall use more than sixty (60) days per condition and sixty (60) days per school year.

Section 4: Teachers applying to the sick leave bank shall provide medical proof of disability and must be willing to submit to an examination by a physician appointed by the Board at the Board's expense, if requested.

Section 5: Disabilities incurred on or after July 1, 1991 will be considered eligible for the sick leave bank. Pre-existing disabilities sustained prior to July 1, 1991 are excluded.

Section 6: The bank shall be administered by the Association as provided in the attached guidelines (Appendix G). These guidelines shall be developed by the Association, approved by the Board of Education, and attached to this agreement as an appendix item. The Association shall, within five (5) school days, notify the business office of each withdrawal from the bank. A copy of any medical information used as supporting evidence of the request shall be attached to this notification.

Section 7: Teachers shall not draw sick leave bank days while they are receiving statutory or contractual income protection benefits funded by the school district.

## ARTICLE XV

### SCHOOL YEAR

Section 1: The school calendar for the 1999-2000 school year is set forth and attached hereto as Appendix B.

Section 2: Teachers shall provide the necessary hours and days of student instruction required by State law for the School District to receive its full state aid revenue for each school year covered by this Agreement (1999-2000), without additional compensation.

Teachers shall not be required to report for work and shall be paid when school is closed due to inclement weather or other emergency situations enumerated in Section 101 of the State School Aid Act. However, teachers shall work on the re-scheduled make-up days with no additional compensation. The parties further agree that they will return to their prior practice of providing compensation to teachers on days when school is closed due to inclement weather (with no re-scheduling) at such time as the State School Aid Act is amended or repealed in order to permit the school District to receive state membership aid for such days. Teachers shall not be required to report for work on such days provided that the school district may count such days as days of student instruction for purposes of receiving state membership aid.

## ARTICLE XVI

### CONFERENCE COMMITTEE

Section 1: The Board recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communications with the Association. Accordingly, it is agreed that representatives of the Board, Administration, and Association (not less than one (1), not more than three (3) for each group) will meet at mutually agreeable times to discuss school policies of legitimate concern to the Association, Administration and Board. These meetings shall be held after school hours. At the first meeting of the school year, the representatives will establish rules of procedure for such meetings aimed at making them an efficient means of communications between the parties in such matters.

Section 2: The parties agree that this Committee shall serve in an advisory, consultative, and fact-finding capacity only for the duration of this Agreement and further that nothing shall preclude an individual teacher from making such recommendations and/or inquires.

## ARTICLE XVII

### LAYOFF AND RECALL

- Section 1: When the Board of Education determines to reduce staff in accordance with the procedures outlined in this Article, affected teachers shall be notified at least thirty (30) days prior to the date on which the layoff is implemented. Teachers who are “bumped” in the process of staff reduction shall not be entitled to the thirty (30) days notice period prior to their displacement.
- Section 2: It shall be recognized that the first decision required of the Board of Education is to make a determination as to the discipline and/or grade levels that will be affected when it becomes necessary to reduce teaching personnel. Upon making that determination, if there are probationary teachers currently teaching in that discipline or grade levels, those probationary teachers will be the first ones laid off as the result of the reduction. This layoff of probationary teachers shall be by seniority, provided the remaining probationary teachers are certified and qualified for the remaining bargaining unit positions held by probationary teachers. After laying off any such probationary teachers, if it is necessary to go beyond those individuals, the Board of Education shall lay off those tenured teachers in the affected discipline or grade levels having the least seniority and who are not certified and qualified for any of the remaining bargaining unit positions. A tenure teacher displaced pursuant to this procedure shall have the right to assume the position of the least senior teacher whose position the more senior displaced teacher is both certified and qualified to assume.
- Section 3: Definitions -
- (a) “Seniority” shall be defined as continuous service commencing on the date on which the teacher or administrator first reported for work in the Decatur Public Schools, but no person may accumulate more credit than the scheduled faculty attendance days as established by the school calendar. All paid leaves plus military service leaves shall be with seniority credit.
- Unpaid leaves shall be without seniority credit but a teacher returning from such a leave shall have his/her previously accumulated seniority restored upon returning to work. Employment of a bargaining unit member as a replacement teacher, where the substitution is of at least thirty (30) consecutive teaching days in one assignment, shall be with seniority credit. In such case seniority shall be credited from the first day of the thirty (30) consecutive teaching day period. Employment as an aide or in another non-certified position shall not be credited with seniority credit under this Agreement. If a regular part-time bargaining unit member works half-time or more on a daily basis, seniority credit shall be the same as that of a full-time teacher. Regularly employed part-time bargaining unit members working less than half-time shall have their seniority pro-rated on the same basis as their wages.
- (b) “Certification” is defined as the extent and limitations of the endorsements listed on the teacher’s current valid certificate issued by the Michigan Department of Education.



- (c) "Qualification" shall be defined as:
- (1) For positions at the elementary level, possessing elementary certification. For positions in the special areas of music, art, and physical education, the teacher must possess special certification in the subject(s) to be taught.
  - (2) For positions at the secondary level (grades 9-12), the teacher must hold either an academic minor or nine (9) semester hours in the subject area of assignment.
  - (3) For positions at grades 7-8, the teacher must hold either an academic minor or nine (9) semester hours in the subject area of assignment. Provided, that at least one (1) year of successful teacher experience at Decatur within the last four (4) years in the subject area of assignment shall be considered the equivalent of an academic minor for purposes of this subsection.
  - (4) Special Education teachers shall be deemed to be qualified if they are certified for the position.

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

Section 5: Each year, prior to December 1, the Superintendent or his designee shall prepare a seniority list and transmit a copy of the same to the President of the Decatur Education Association and post a dated copy in each building. The names of all teachers at the time of preparation of the seniority list shall be listed in order of their seniority, starting with the teacher having the greatest amount of seniority. The seniority list shall also contain: certification, years and days of service, current assignment, academic majors and minors, and whether the teacher has probationary or tenure status. In the event of ties in seniority, all teachers so affected will participate in a formal drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified, in writing, of the date, time, and place of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance. The Association shall have thirty (30) days from the date of posting to allege any error or discrepancy in the seniority list. Otherwise, the list prepared by the Superintendent shall be conclusive.

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

- (a) It shall be the responsibility of each teacher to notify the Board of any change of address and any change of status as it relates to being considered for recall.
- (b) The Notice of Recall shall be by certified return receipt mail to the teacher's last known address. A teacher must indicate acceptance of the recall, by certified mail to the Superintendent, within fifteen (15) days from the postmarked date of the Notice of Recall. Failure to do so shall forfeit the right of the teacher to remain on the recall list.
- (c) Teachers accepting recall who have signed a contract during the school year in question in another Michigan school district shall also:
  - (1) Notify the Board in writing that such a contract has been signed.
  - (2) Furnish a written statement from the Superintendent of Schools with whom the contract was signed indicating that a release from said contract cannot be obtained.
  - (3) A teacher following the procedure above will be rehired the next school year for a teaching position for which he is qualified and certified, providing he submits a request to the Superintendent in writing on or before April 1.

Section 7: Reduced-time Positions

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

- (a) The person on the recall list with the greatest seniority who is certified and qualified shall be first eligible for the part-time position and will be given an opportunity to accept or decline the part-time position.
- (b) If such person accepts then the position is filled.
- (c) If the most senior certified and qualified person declines the position, then the position will be offered to the next senior certified and qualified person on the recall list. This process will continue until each certified and qualified person who has been laid off has an opportunity to accept or decline the position.
- (d) A person who accepts recall to a part-time position would have first opportunity to fill a full-time position for which he/she is certified and qualified, should it later become available.
- (e) Should all certified and qualified persons on the seniority list decline that position, then the least senior on-staff teacher who is certified and qualified shall be offered the position. If said teacher declines the position, he/she will be laid off and the Board may seek to fill the part-time position from outside the bargaining unit.

- (f) The acceptance or refusal of a part-time position must be made within seven (7) days of the time the vacancy is made known to the affected teacher. During vacation periods or the summer recess, laid off teachers must have a current contact address available and on file in the Superintendent's office.
- (g) Nothing shall preclude the Administration from notifying all certified and qualified persons of a part-time vacancy at the same time. In the event more than one qualified person accepts the position within the seven (7) day time constraint, the position will automatically be awarded to the certified and qualified person with the most seniority.

## ARTICLE XVIII

### MISCELLANEOUS PROVISIONS

- Section 1: This Agreement between the Decatur Board of Education and the Decatur Education Association may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- Section 2: This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- Section 3: If any provision of this Agreement, or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be null and void, but all other provisions or applications shall continue in full force and effect.
- Section 4: Copies of this Agreement shall be made at the expense of the School District and shall be distributed to all members of the bargaining unit. Further, the Board shall furnish twenty (20) copies of the master agreement to the Association for its use.
- Section 5: Payroll deductions will be available for teachers for the Educational Community Credit Union if there is a minimum of twenty percent (20%) participation as per administrative procedure (this applies only to the credit union) and for tax sheltered annuities. It is understood by both parties that the DEA will designate two (2) carriers for the tax sheltered annuities. Changes in any deduction shall be made at the beginning of each semester upon request of the teacher in writing.
- (a) American Express Financial Services, Inc., also known as I.D.S. and Prudential Assurance Company are the annuity options available to D.E.A. members.
  - (b) The annuity option offered by the Horace Mann Company will be grandfathered to the existing participants. No additional memberships in this annuity will be permitted.

Section 6: The Board agrees to pay the teachers in equal amounts to be paid every other Friday. The teachers will also have the option of being paid in 20/21 equal payments or 26 equal payments.

- (a) Teachers choosing 26 pays (every other Friday) will receive their checks during the summer at the business office by 1:00 p.m. on paydays or by U.S. mail at the address listed in the Employee Directory unless the business office is notified in writing of an alternate address. Teachers may opt for a lump sum payment at the end of the school year by filing a written request with the business office by February 15.

Section 7: This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration, or additions only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 8: The Association agrees that during the term of this Agreement neither it nor the employees shall authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act 336, as amended by Public Act 379.

## ARTICLE XIX

### JUST CAUSE

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

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



ARTICLE XX

DURATION OF AGREEMENT

Section 1: This Agreement shall be effective upon ratification by the parties and shall expire on June 30, 2000, unless extended by mutual written agreement. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration day, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

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

VBCEA/NEA/MEA/DEA

DECATUR BOARD OF EDUCATION

By: Randall H. Otley 6/28/99  
DEA President Date

By: Thomas P. Stepien 6/21/99  
Board President Date

By: William Z. Markop 7/26/99  
DEA Negotiations Date

By: Paul D. McBride 6-21-99  
Board Secretary Date

By: Susan B. Beeswiger 7-26-99  
VBCEA Representative Date

## APPENDIX A

Section 1: For the school year 1999–2000, the salary schedule shall apply as attached.

Section 2: For BA plus 15 and MA plus 15, the above schedules will be increased an additional Two Hundred and Twenty Dollars (\$220.00).

Section 3: An additional Three Hundred and Sixty Dollars (\$360.00) will be added to the salary of any staff member at fifteen (15) years, Five Hundred Fifteen Dollars (\$515.00) at twenty (20) years, and Five Hundred Fifteen (\$515.00) at twenty-five (25) years, or more of experience earned in Decatur or transferred into Decatur at the time of original employment.

Effective with the 1998-99 school year, an additional Four Hundred Dollars (\$400.00) will be added to the salary of a staff member at fifteen (15) years, Five Hundred Fifty Dollars (\$550.00) at twenty (20) years, and Five Hundred Fifty Dollars (\$550.00) at twenty-five (25) years or more of experience earned in Decatur or transferred into Decatur at the time of original employment.

Section 4: Retirement Severance Pay

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

Section 5: The Band Director shall be paid at a salary rate which is ten percent (10%) more than the salary specified in Section 1 for his or her salary step placement in consideration of the extent of his or her responsibilities for performances in addition to classroom teaching duties.

1999 - 2000

	<u>BA</u>	<u>MA</u>
1.	26,378	28,585
2.	27,735	30,044
3.	29,073	31,503
4.	30,430	32,887
5.	31,790	34,415
6.	33,149	35,872
7.	34,508	37,331
8.	35,867	38,787
9.	37,223	40,244
10.	38,584	41,701
11.	39,942	43,159
12.	42,662	44,615
13.		47,531

**NOTE:** The Board will split 50/50 any increase in revenue due to an increase in student enrollment over an 1116 blended count for the 1999-2000 school year. The money is to be distributed among existing staff based on years of service.

## APPENDIX B

### 1999 - 2000 SCHOOL CALENDAR

August 18-19	Teacher Preparation
August 19	Elementary Open House 4-6 p .m. (K-12 Teachers report at 11:00)
August 20	No School
August 23	First Student Day (full day)
September 6	Labor Day, No School
October 22	End of First Period, 1/2 Day All Students
October 25-28	K-12 Conferences
October 28	K-6 Afternoon Conferences (1/2 Day K-6 Students Only)
October 29	No School
November 25-26	Thanksgiving Break
December ??	District In-service, 1/2 Day All Students
December 20-31	Holiday Break
January 3, 2000	School Resumes
January 14	End of First Semester, 1/2 Day All Students
March ??	District In-service, 1/2 Day All Students
March 17	End of Third Period, 1/2 Day All Students
March 20-23	K-12 Conferences
March 23	K-6 Afternoon Conferences (1/2 Day K-6 Students Only)
March 24	No School
March 27-31	Spring Break
April 3	School Resumes
April ?	Jr.-Sr. High Achievement Fair - p.m.
April 21	Good Friday, No School
May 29	Memorial Day, No School
June 1	Semester Exams 7-12, 1/2 Day All Students
June 1	Last Day Students
June 2	Last Day Teachers

Calendar Total: 182 Student Days, 185 Teacher Days

#### Notes:

- 1) In-service dates are tentative and can be adjusted on a district wide basis to accommodate county wide and other organized in-service programs.
- 2) The K-6 and the evening K-12 conference schedule are flexible during the scheduled conference week. They consist of two evening sessions K-12, and one afternoon session K-6.
- 3) Days to be made up due to inclement weather will be added to the end of the school year.
- 4) Teachers will have the option of completing 6 hours of administratively approved staff development unless the Individual Development Plan or Plan of Assistance requires staff development.



## APPENDIX C

### SPECIAL SERVICES

<u>Section 1:</u>	Drama/Dramatics	5.8% B.A. Base
	Debate	2.4% B.A. Base
	Yearbook Advisor	3.4% B.A. Base
	K-6 Grade Level Rep.	.6% B.A. Base
	7-12 Academic Dept. Chairs (Math, Science, Social Studies, English)	1.0% B.A. Base
	7th & 8th Grade Advisor	.6% B.A. Base
	9th & 10th Grade Advisor	.8% B.A. Base
	11th & 12th Grade Advisor	2.0% B.A. Base
	K-3 Student Council Advisor	1.0% B.A. Base
	4-6 Student Council Advisor	1.0% B.A. Base
	7-12 Student Council Advisor	2.2% B.A. Base
	S.A.D.D. Advisor	\$250.00
	National Honor Society	\$250.00
	Wednesday School	\$18.00 per Hour
	Driver Education Director	\$22.00 per Hour
	Driver Education Teacher	\$20.00 per Hour
	Scheduled Tutoring	\$15.00 per Hour
	Decats	\$15.00 per Hour
	Summer School (Summer Recreation, H.S. Completion, Elementary Program)	\$20.00 per Hour
	Homebound Instruction	\$20.00 per Hour + Mileage

Section 2: Experience - Other Schools. Credit for experience may be given to a person having taught in accredited public or private schools up to a maximum of ten (10) years providing this experience was within the fifteen (15) year period immediately prior to teaching in Decatur. This Section applies to new teachers employed for the 1977-78 school year and thereafter.

Credit for experience will be honored for teachers having been assigned to the local school district on a full-time basis by the Van Buren Intermediate District in the Title I Program in the same manner as if they were a part of the local school district staff. The phrase "credit for experience" in this paragraph is interpreted to mean credit for seniority and teaching experience.

This section does not apply to alternative education teachers, except for years of teaching experience in alternative education program.

Section 3: Experience - Military. Experience including up to two (2) years active military service on condition of separation under honorable conditions will be granted. (This does not apply to Reserve or National Guard duty.) Until tenure is granted, affected personnel shall be placed on the regular pay schedule. After the granting of tenure, the affected teacher will receive up to two (2) years experience.

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

Section 4: Additional Education. A sum of Fifty Dollars (\$50.00) per semester hour will be paid for the additional education completed toward a degree, proper certification, professional improvement in a teacher's area, or any course authorized by the administration. This sum is to be paid in September for course work completed during the summer and in May for course work completed during the academic year.

Section 5: Non-Degree Salaries. Non-degree teachers' pay is not to exceed Six Thousand Two Hundred Dollars (\$6,200.00).

Section 6: Master's Salary Schedule Increments. Upon successful completion of all requirements of a Master's degree, a teacher shall be placed on the appropriate step of the Master's degree salary schedule, effective at the beginning of the semester following the presentation of evidence of such to the Administration. The appropriate step shall reflect current position, years of teaching and/or credit granted in accordance with Section 2 above.

Section 7: For a 15 hour assignment, alternative education teachers shall be paid at the salary rate of one half of the BA or MA step salary rate for a full-time teacher based upon the years of service in the alternative education program beginning with the 1995-96 school year. Assignments of less than 15 hours per week shall receive a prorated salary for the hours assigned.

## APPENDIX D

### INSURANCE

- Section 1: The Board shall provide payment of 95% of the premium cost for each teacher submitting an accepted MESSA insurance application toward the purchase of the MESSA Super Care I PAK health insurance program, Plan A or Plan B.
- Section 2: Benefits provided under the insurance programs established under Section 1 herein shall be those as outlined, unless otherwise negotiated and/or agreed to by the parties.
- Section 3: Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
- Section 4: The Board will adopt a Cafeteria Plan which complies with Section 125 of the Internal Revenue Code. The Cafeteria Plan is intended not to change any benefits except as required by Section 125.
- (a) The Cafeteria Plan will provide a cash option in lieu of Medical Health coverage.
  - (b) The amount of the cash option will be equal to the MESSA/Blue Cross Super Care I single subscriber option premium.
- Section 5: Discussion of alternative insurance carrier to be held.
- Section 6: A teacher with less than a full-time assignment shall be provided prorated insurance benefits according to the proportion of his/her assignment to a full-time assignment.

## APPENDIX E

### ATHLETIC PAY SCHEDULE

Compensation for the sport is to be calculated by applying the designated percentage to the step of the B.A. column corresponding to the years of experience coaching the sport in the Decatur Public Schools.

<u>SPORT</u>		<u>PERCENTAGE</u>
Baseball	Varsity	7
	Varsity Assistant	6
	J.V.	6
Boys' Basketball	Varsity	10
	J.V.	8
	Freshmen	6
	8th Grade	5
	7th Grade	5
Girls' Basketball	Varsity	10
	J.V.	8
	Freshmen	6
	8th Grade	5
	7th Grade	5
Cheerleading	Varsity	4 per season
	J.V.	3 per season
	7-8 Grades	2 per season
Football	Varsity	10
	Varsity Assistant	8
	J.V.	8
	J.V. Assistant	8
	Jr. High	5
	Jr. High Assistant	5
Softball	Varsity	7
	J.V.	6
Track	Boys' Varsity	7
	Girls' Varsity	7
	Jr. High	4
Volleyball	Varsity	10
	J.V.	7
	Freshmen	4
	8th Grade	4
Wrestling	7th Grade	4
	Varsity	10
	Varsity Assistant	6
Elementary Basketball	Jr. High	4
		4.5



APPENDIX F

GRIEVANCE REPORT FORM

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

GRIEVANCE REPORT

Distribution of Form

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

Submit to Principal in Duplicate

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

(1) Facts giving rise to the alleged violation:

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(2) Provisions of Agreement allegedly violated:

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(3) Relief Sought:

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



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

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX G

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

#### I. ADMINISTRATION

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

#### II. REGULATIONS FOR WITHDRAWAL

##### A. Procedure:

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

##### B. Conditions:

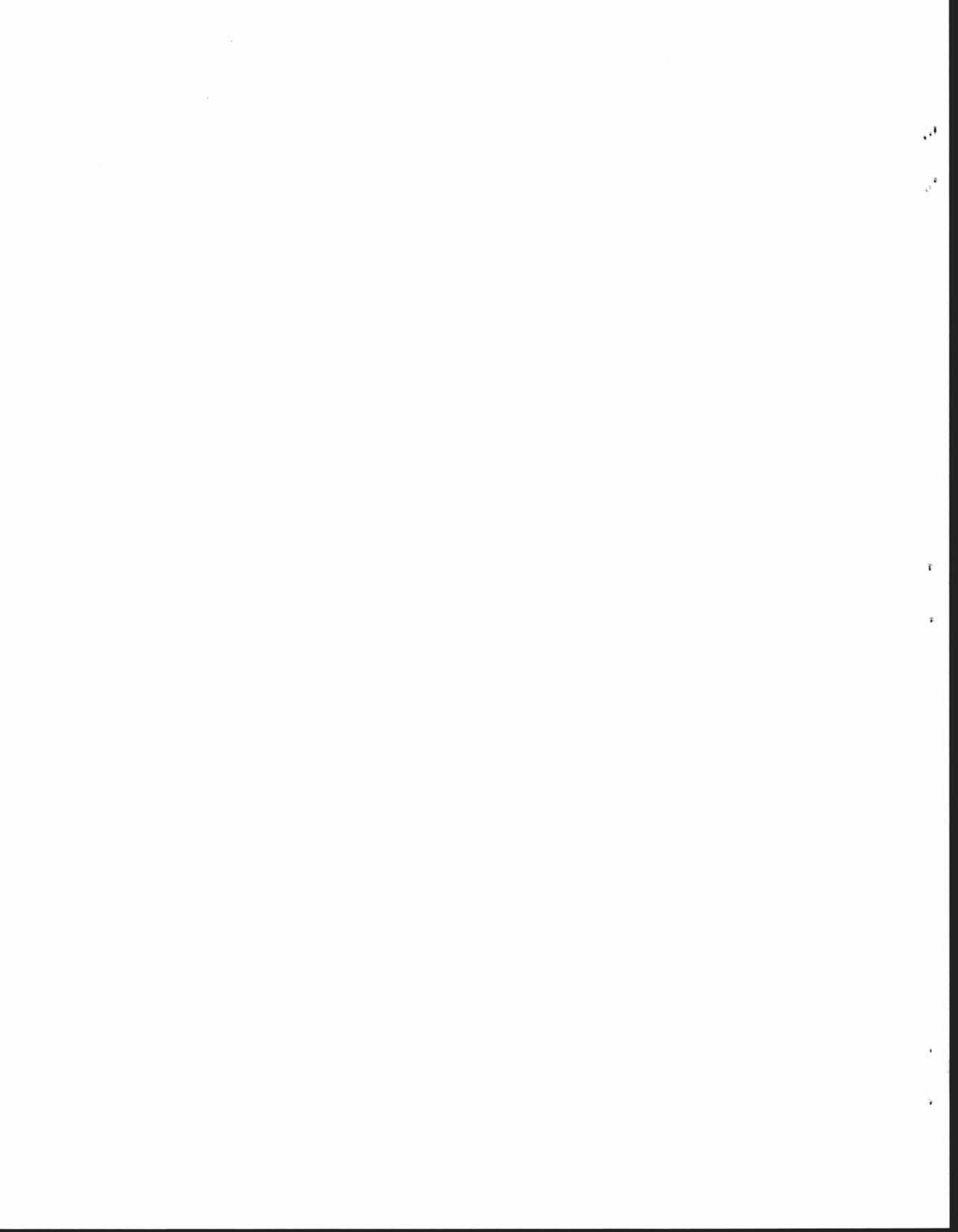
- 1. Initial requests for days will not be granted for less than one (1), nor more than ten (10) consecutive days per incident.



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

#### IV. INDEMNIFICATION

The Association agrees to indemnify and save the Board harmless against any and all claims, suits, expenses, and other forms of liability that may arise out of the existence and administration of the Bank.



LETTER OF INTERPRETATION  
Between the  
DECATUR BOARD OF EDUCATION  
And the  
DECATUR EDUCATION ASSOCIATION,  
VBCEA/MEA-NEA

The above parties agree to the following interpretation of the 1999-2000 Master Agreement:

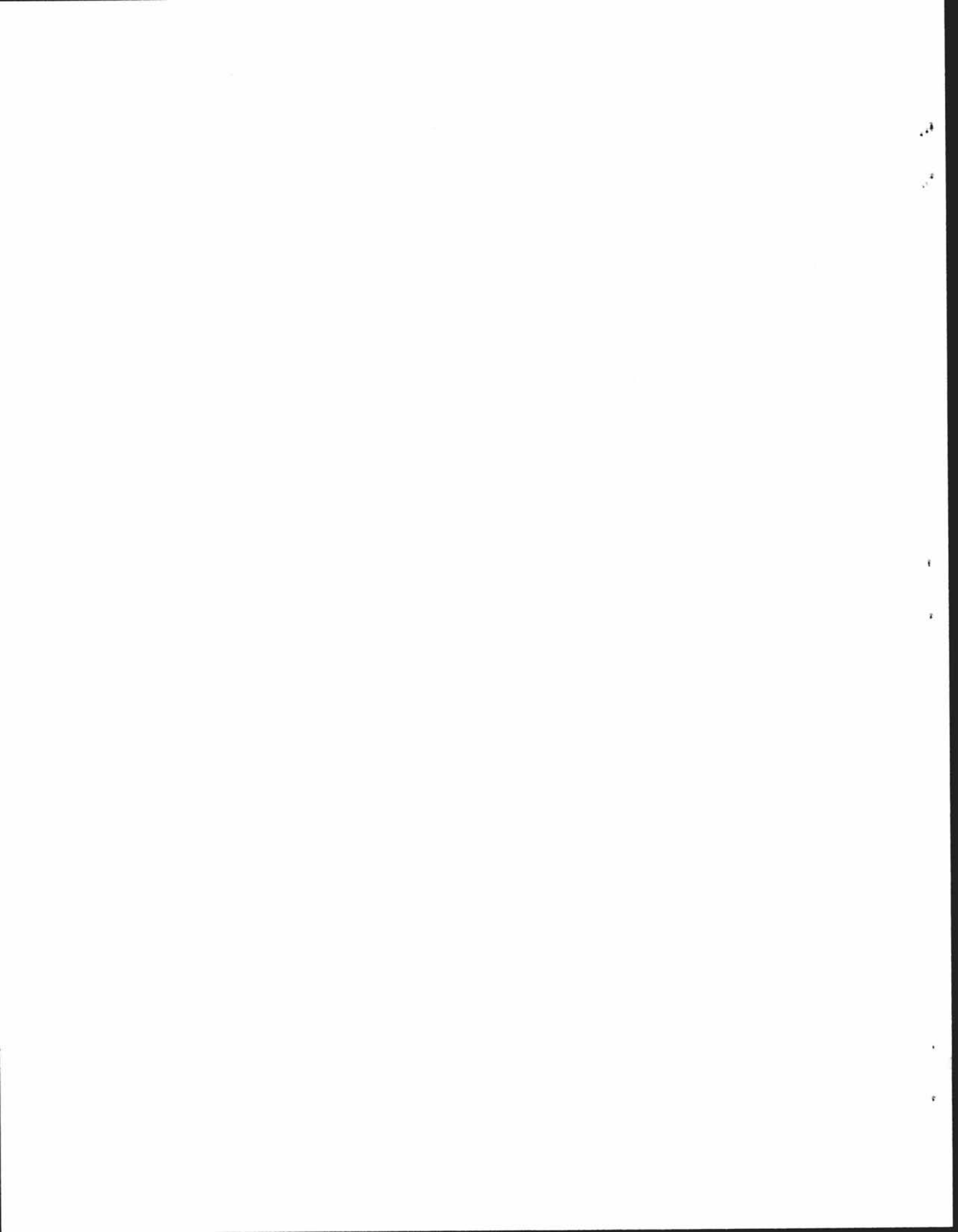
Nothing in the Master Agreement would prevent the offering of "Zero Hour" classes before or after the regular school day. If such classes are offered, it is with the understanding that (1) no teacher will be required to accept such responsibilities and (2) teachers who teach Board approved classes outside the regular school day will be paid 1/6 of their regular salary for each class taught.

Randolph O. Hoy  
DEA Representative

June 8, 1999  
Date

Greg L. Dean  
Decatur Board of Education Representative

June 8, 1999  
Date



LETTER OF UNDERSTANDING  
Between the  
DECATUR BOARD OF EDUCATION  
and the  
DECATUR EDUCATION ASSOCIATION,  
VBCEA/MEA-NEA

The above parties agree to the following addendum to the 1999-2000 Master Agreement Calendar:

RETIREMENT INCENTIVE

Any teacher who chooses to retire will receive double the Retirement Severance Pay provided for in Appendix A, Section 4 of the Master Agreement. This incentive will be provided under the following circumstances:

- The offer is good for the 1999-2000 school year only.
- At least four (4) teachers must accept the offer for any teacher to receive the incentive.
- Teachers who accept the offer must indicate their intent in writing to the Superintendent by January 15, 2000.

This change will not set precedent.

Susan B. Beuninger  
VBCEA Representative

7/26/99  
Date

Randolph Q. Hoy  
DEA President

6/28/99  
Date

David L. Pappi  
Decatur Board of Education Representative

6/21/99  
Date



