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AGREEMENT  
BETWEEN THE  
DECKERVILLE BOARD OF EDUCATION  
AND  
TRI-COUNTY BARGAINING ASSOCIATION/MEA/NEA  
1997-2000

*Deckerville Community Schools*

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## AGREEMENT

THIS AGREEMENT, entered into this 23rd day of April, 1997, by and between the Board of Education of #4 Sanilac, Sanilac County, State of Michigan (hereinafter called the "Board") and the TRI-COUNTY BARGAINING ASSOCIATION, MEA/NEA (hereinafter called the "Association.")

### WITNESSETH:

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

WHEREAS, the members of the teacher profession are qualified to assist in formulating programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties following extended and deliberate professional negotiations, have reached understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenant, it is hereby agreed as follows:

### ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel excluding supervisor and executive personnel and excluding all employees holding positions not requiring State Board of Education certification. 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, and reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and have the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

## ARTICLE II - TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under 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 and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in 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.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for business meetings, if not inconsistent with school days or prior scheduled activities, providing there is no cost to the Board. No teacher shall be prevented from wearing insignia or pins of membership in the Association either on or off school property.
- D. The Association may use the school mail boxes for the dissemination of information to staff members only. All items to distribute shall carry the title or letterhead of the Association or its affiliates, or shall be signed by an appropriate representative of the Association. The Association assumes full responsibility and legal liability for the information it distributes. The allowance to so distribute literature does not imply agreement upon the part of the Board as to contents or validity. Material from the individual mail box will be removed only by the teacher whose box contains the material unless authorized by said teacher in writing.
- E. The Association shall have the right to have its announcements printed in the daily school bulletin, provided said material is signed by an officer of the Association, does not exceed two inches of space unless authorized by the principal and is not libelous, scurrilous or detrimental to the employee-management relationship.
- F. The Board agrees to furnish to the Association all materials to which they are legally entitled. In addition, the local Association representative shall receive free of charge regular board meeting agendas and minutes and the annual financial report and audit. The minutes shall be mailed within one week after they have been approved.

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- G. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property with permission from the principal at reasonable times, provided that this shall not interfere with or interrupt normal school operation which could have an adverse impact on the operation of the school system.
- H. Teachers shall be entitled to full rights of citizenship and no religious or political activities or lack thereof shall be grounds for any discipline or discrimination. The private and personal life of any teacher is not the concern of the Board except and unless it has an adverse impact on the teacher's effectiveness.
- I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, marital status or membership in or association with the activities of the Association. The Board and the Association will seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin; and will seek to achieve full equality of educational opportunity to all pupils.
- J. A teacher may review the contents of his/her file, except for those documents excluded by law, in the company of an Association representative, if requested by the teacher.
- K. Prior to eliminating any positions in existence during the 1985-86 school year the administration will discuss the situation with the Association. Changing the number of sections at the high school or the number of classes at grade levels are not covered by this paragraph. The Board shall give preference to bargaining unit members for work they have customarily performed.

### **ARTICLE III - BOARD RIGHTS**

- A. Right of the Board - The Association recognizes that the Board has the responsibility to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement as long as such provisions do not conflict with State law.
- B. A teacher's handbook designed to outline building administrative procedures not inconsistent with the provisions of this Agreement, shall be issued by the building principal.

#### **ARTICLE IV - PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.
- B. The salary schedule is based on a school year having at least a minimum of one hundred and eighty (180) days of student instruction as required by law (Section 575 of Act #269 of the Public Acts of 1955).
- C. When it is necessary to compute a daily rate of pay, the contractual salary will be divided by the number of teacher duty days of the current school calendar. Further, to determine the hourly rate, the daily rate shall be divided by seven (7). A class period at the secondary level shall be construed as being one (1) hour.
- D. A change of salary due to a higher level of education attainment shall be honored only if official transcripts shall be received by the Superintendent of Schools on or before November 1 of the first semester and April 1 of the second semester. Official notification after these dates will not result in any change in salary status during said semester.
- E. The first pay for teachers will be issued on the second Friday on which they work each school year and every other Friday thereafter. The first check will reflect, at a minimum, the number of days actually worked.
- F. Teachers shall be released from regular duties without loss of salary or leave time to attend conferences or workshops with the approval of the building administrator and the Superintendent. The Board may, at its option, make a contribution toward mileage and lodging. Requests for such days must be made in writing as far in advance as possible.
- G. Effective September 1, 1987, eleven (11) years of experience will be allowed to degree personnel with a provisional, permanent, continuing and/or life certificate which may include up to two (2) years of military experience.
- H. One half (1/2) year or more of experience shall be counted as a full year on the salary schedule.
- I. Teachers who substitute during their conference periods shall follow the same salary schedule as Adult Education, which is listed in schedule "B".

#### **ARTICLE V - TEACHING CONDITIONS**

The parties recognize that the best school facilities for both student and teacher is desirable to better insure the high quality of education which is the goal of both staff 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 at insuring that the energy of the teacher is primarily utilized to this end. In addition, supervision is recognized as an essential part of total teacher responsibility, including periodic walk-through inspection of lavatories. Any problems noted are to be reported to the building principal.

- A. The Board recognizes that appropriate tests, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board or its designated authority will confer from time to time with the Association for the purpose of improving the selection and use of such educational tools, and the Board will attempt to implement all joint recommendations made by its representatives and the Association.
- B. The Board agrees to make available to all teachers typing and duplicating facilities for school purposes. Clerical personnel will continue to aid teachers in the preparation of instructional materials with permission of the administration.
- C. The Board shall make available in each school building a restroom and lavatory facility for employee use and at least one room which shall be reserved as a faculty lounge.
- D. To relieve teachers of pupil lunch supervision, the Board shall employ non-professional supervisory personnel or provide payments to teachers under the special schedule if their supervision is indicated as necessary.
- E. It is not the policy of the Board to reduce the elementary teacher preparation time.
- F. Telephone shall be made available to teachers for school business and emergency personal use. All long distance calls should be at a minimum and always charged to the teacher's home telephone unless authorized by the school administrator as school business. A telephone call sheet will be provided for itemization of all non-local calls. Such sheet will be used for all non-local calls.
- G. At the request of the Association, a vending machine for candy and/or beverages may be installed in the lounge areas for the use of employees only.
- H. Adequate parking facilities shall be made available to teachers, and these facilities shall be maintained reasonably free of snow, ice and debris.
- I. All teachers shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes. The elementary teachers shall have a thirty (30) minute lunch period and a ten (10) minute unassigned period during the noon period. The secondary teachers will have their lunch time structured at a reasonable hour as the schedule permits.

- J. Unsafe or hazardous conditions which endanger the health, safety or well being of a teacher will be brought to the attention of the administrator for appropriate action.
- K. The rules governing student discipline shall be covered in the teacher's handbook.
- L. No teacher shall be required to go on the playground for playground duty at any time during the teacher's scheduled day.
- M. Under normal circumstances, a teacher will not leave his room unattended while the class is present. However, if circumstances make it necessary for a teacher to leave the room while the class is present, except in case of emergency, he shall make arrangements with a supervisor or another teacher to attend the class during his absence.
- N. The parties agree that class size is an important aspect of an effective educational program. Therefore, the Administration will continue to be mindful of potential problems in class size as it relates to the district's finances and available space.

#### **ARTICLE VI - ASSIGNMENTS, TRANSFERS, VACANCIES & PROMOTIONS**

- A. The Association recognizes that the Board of Education has exclusive right to make job assignments and transfers, fill vacancies and award promotions, which action is not subject to challenge when not in direct contradiction to any specific and/or expressed term of this Agreement. The Board recognizes that it is desirable in making assignments, transfers and filling vacancies to consider the interests and aspirations of its staff members.
- B. Whenever a vacancy or new position arises, the Superintendent shall post notice of same within the district's administrative offices and teachers' lounges during the school year, and by mailing to each member of the bargaining unit during the summer months, for no less than ten (10) calendar days before the position is permanently filled. Vacancies shall be filled on the basis of continuous service in the bargaining unit, experience, competency, qualifications and other relevant factors as determined by the Superintendent. If the above employment factors are equal, then from among all applicants from within or outside the bargaining unit, the applicant with the most continuous service in the bargaining unit shall be awarded the position.

## **ARTICLE VII - ADMINISTRATIVE VACANCIES**

Recommendations to specific positions or assignments are exclusively the responsibility of the administration. Hiring and placement is exclusively the prerogative of the Board.

- A. Notices of any vacancies in administrative position during the school year shall be posted for not less than ten (10) calendar days prior to closing date for filing applications. In the event a vacancy occurs during the summer, said notice shall be mailed to the president of the Association. Notice of such vacancies shall include the qualifications necessary to fill the position. All applications shall be in writing and shall be directed to the Superintendent or his delegated authority who will screen the applications and make a recommendation to the Board.
- B. On occasion, the filling of one vacancy may lead to another opening. Under these conditions, the new opening can be filled from current applicants, or from other employees, or from outside applicants, or from other employees, or from outside applicants, with the posting procedure as outlined in Section A above.
- C. Vacancies in an administrative position may be filled on a temporary basis.
- D. Any teacher may apply for such vacancy. In filling vacancies, the Board agrees to give due weight to professional background and attainments of applicants, tenure and other relevant factors. (Nothing contained in Paragraphs A. through D. of this Article shall be subject to the Grievance Procedure.)
- E. Any teacher who shall be transferred to an administrative position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer.

## **ARTICLE VIII - TEACHER EVALUATION AND DISCIPLINE**

- A. Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of the teacher's responsibilities. Teachers will be informed of the specific criteria upon which they will be evaluated.
- B. Whenever a teacher is to be formally disciplined, verbally or in writing, for any infraction of discipline or delinquency in professional performance, he shall be entitled to have present a member of the Association. The teacher and Association representative will meet with the building administrator and/or parties concerned as soon as possible. Action may be immediate or may be taken at a specified time outside the class day as determined by the administration.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, reduction in rank or compensation or deprivation of any

professional advantage shall be subject to the grievance procedure hereinafter set forth.

- D. It shall be an administrative responsibility to assist teachers to become oriented to the district and improve instruction through direct observation of the teacher's work and providing written summaries of those observations together with any recommendations the administrator may have for the teacher. Probationary teachers will be so observed at least three (3) times per year, and tenure teachers shall be so observed at least once per year.
- E. All monitoring or observation of the work of a teacher shall be conducted openly and with the knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- F. It is recognized that standardized tests or programs as mandated by the State Department of Education (State Assessment Tests) are instruments to measure student progress and/or achievement of objectives and not to evaluate the teaching skills of teachers. In the event a reputable test of student progress for the purpose of teacher evaluation is devised, it may be used as a part of the teacher evaluation process.
- G. An observation of the teacher shall be for not less than one (1) class period or the duration of a particular teaching unit.
- H. The administrator shall meet with the teacher as soon as conveniently possible and not later than ten (10) days after the observation to discuss and clarify observations and recommendations.
- I. The post-observation conference shall be followed by written report. Said report is to be given to the teacher within ten (10) days of the post-observation conference and returned to the administrator within ten (10) days of receipt by the teacher. If the teacher so requests it, a conference to discuss the written report shall be held within ten (10) days of receipt of the report by the teacher.
- J. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve, and of assistance to be given the teacher by the administrator or other staff members. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- K. A teacher who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question.
- L. Any complaints which are used as the basis of teacher evaluation, discipline or discharge shall be promptly called to the teacher's attention. Teachers shall

assist the administration in responding to parents in an attempt to resolve any complaints. Upon teacher request, a conference shall be scheduled between the supervising administrator, the teacher and the person making the complaint. A teacher shall be deemed innocent of any and all charges until proven otherwise.

#### **ARTICLE IX - PROTECTION OF TEACHERS**

- A. The Board recognizes the teacher's authority and effectiveness in his classroom is enhanced by administrative backing and support. When a pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, and the teacher appropriately refers the matter in writing to the administration, the administration will promptly take a direct interest in the case, take steps to refer the pupil involved to special services and effect a follow-up procedure.
- B. Any case of assault upon a teacher shall be promptly reported to the administration. The Board will provide legal counsel to advise the teacher of his rights and legal processes with respect to such assault.
- C. If a teacher is injured while in the line of duty, medical, surgical or hospital care will be furnished by the Board at a designated hospital per its worker's compensation policy.

#### **ARTICLE X - MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS**

- A. All teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the United Teaching Profession (Deckerville, Michigan, and National Education Association) and such authorization shall continue in effect from year to year unless revoked in writing in accordance with the provisions of the constitution and Bylaws of the Michigan Education Association.
- B. All teachers who are not members of the Association in good standing or who do not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as condition of employment, pay a representation fee to the Association equal to the dues and assessments of the Deckerville, Michigan, and National Education Association, providing, however, that the teacher may authorize payroll deductions for said fee. In the event that a teacher does not pay said fee directly to the Deckerville Education Association or authorize payment through payroll deduction as provided in Section C, the Board shall terminate the employment of the teacher in accordance with the procedures set forth in the Michigan Teacher's Tenure Act.

- C. The deduction of membership dues shall be made opposite any other major deductions in ten (10) equal payments starting on THE SECOND PAY DAY IN SEPTEMBER, and every second pay day thereafter. The Board agrees to promptly remit to the respective Association all monies so deducted, accompanied by a list of teacher from whom the deductions have been made.
- D. The Board shall also make payroll deductions upon written authorization from teachers for annuities, credit union, savings bonds, charitable donations or any other plans or programs jointly approved by the Association and the Board.
- E. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Association further agrees to indemnify the Board for any damages which may be assessed against the Board as a result of said suit or action, subject, however, to the following conditions:
1. The Board has acted pursuant to a written formal request by the Association sent to the Superintendent.
  2. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
  3. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the damages which may be assessed against the Board by any court or other tribunal.
  4. The choice of legal counsel to defend any such suit shall be by mutual agreement.
  5. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- F. The Association affirms that, to the best of its knowledge, it is and will continue to satisfy the requirements established by the U.S. Supreme Court and other federal courts in the calculations and collecting of a service fee from non-members.

#### **ARTICLE XI - TEACHING HOURS AND CLASSLOAD**

- A. The teaching hours for teachers shall be set forth at the beginning of the school year.
- B. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave fifteen (15) minutes after the pupils. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school

day to attend to those matters which properly require attention at times, including consultations with the parents when scheduled directly with the teacher, except on Fridays and days preceding holidays when the teacher may leave five (5) minutes after buses have left the parking lot.

- C. A normal weekly teaching load in the junior and senior high shall be thirty (30) teaching periods and five (5) unassigned preparation periods. The normal teaching week in the elementary school will be sixteen hundred and fifty (1,650) minutes of instruction per teacher.
- D. Elementary teachers shall have a total of thirty (30) minutes relief period per day, including the ten (10) minutes unassigned at the noon hour. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.
- E. Repeated tardiness by a teacher shall be considered due cause under the tenure law for disciplinary action and/or termination.
- F.
  - 1. In the event schools are closed due to Acts of God or mechanical failure, teachers shall not be required to report to work. The administration will use radio and television announcements to notify the staff by 7:45 a.m. Such plans may include a delay in the start of school of up to two (2) hours.
  - 2. Should the provisions of the state law be rescinded the one hundred eighty (180) days provisions shall be considered null and void and the provisions and practices in existence prior to this agreement shall be reinstated to the extent permitted by law. Those practices and provisions shall be as those contained in the Master Agreement of 1981-1983.
  - 3. Any day school is in session that does not qualify for state aid shall not be rescheduled.
  - 4. There shall be one hundred and eighty (180) days of student instruction. Therefore, any days cancelled due to Acts of God shall be rescheduled less the amount allowed by the State.
  - 5. In subsequent years, make-up days shall be added to the end of the calendar.
  - 6. The parties, by written mutual agreement, may deviate from the above.
- G. Teachers shall keep the second Tuesday of each month free for meetings called by the Administration. These meetings will not continue beyond 4:20 p.m. In addition to aforementioned regularly scheduled meetings, the Administration will have the option of calling a maximum of four (4) special meetings per year. These special meetings may only be called with a forty-eight (48) hour advance notice to the teaching staff.

- H. The school schedules may be altered by the Board in order to accommodate special situations; however, in general, all time limits will be adhered to.
- I. Since pupils are entitled to be taught by teachers who are teaching within their area of competency, teachers shall not be assigned outside the scope of their teaching certificates.
- J. Teachers who are affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principal as soon as practicable. Such changes will be voluntary to the extent possible.
- K. In the determination of assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and pupils.
- L. Notice of tentative assignments shall be given to teachers as soon as practicable and under normal circumstances, not later than the first day of August.
- M. Teachers may be asked to substitute during their planning periods, provided that all reasonable efforts to secure a substitute have been exhausted.

**SUBSTITUTE SHALL MEAN:**

1. Substituting for another teacher during one's preparation period.
2. Supervising another teacher's students when sent to your classroom. (A study hall shall not be considered a classroom.)

**ARTICLE XII - GRIEVANCE PROCEDURE**

**A. Definition:**

1. A grievance shall be defined as an alleged violation, misinterpretation or inequitable application of a specific provision of this Agreement. No grievance exists if another forum is chosen (i.e. Tenure Commission, MERC, EEOC, FEPC, etc.).
2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.
3. As used in this Article, the term "days" shall mean teacher duty days during the school year and calendar days, exclusive of Saturdays, Sundays and holidays, during the summer recess period.

B. Procedure:

STEP ONE

The teacher who feels that he had a grievance must first take the matter up verbally with the principal of the school, within ten (10) days following the act or condition which is the basis of his grievance, who will attempt to resolve it with him. If the principal determines that the grievance is the result of action taken by the Board or Superintendent or that the grievance involves the entire school system, he shall direct the teacher or the Association to file this grievance with the Superintendent within five (5) days following the conference.

STEP TWO

If the initial filing of the grievance was with the Superintendent, this Step may be bypassed and the grievance referred directly to Step 3 below.

If the teacher is not satisfied with the disposition given by the principal, or if no disposition is given within five (5) days, the grievance must be committed to writing setting forth the specific provisions of the Agreement which have allegedly been violated, a brief description of the circumstances surrounding the alleged violation and the remedy sought. The written grievance then must be presented to the principal within five (5) days of the last answer or within five (5) days of when the principal should have answered the grievance orally in the event that no answer was given. The principal will then have five (5) days in which to give his written answer to the complaint. If no answer is given within the five (5) days, or if the answer is not satisfactory, the grievance shall be appealed to the Superintendent of Schools within five (5) days of when the answer should have been given in the event that no answer was given.

STEP THREE

The Superintendent will arrange for a meeting between the teacher, the Association and himself or his representative within ten (10) days of when the grievance is appealed to the Superintendent. The Superintendent or his designee shall have seven (7) days in which to answer the grievance after the above-mentioned meeting is held. If the answer is not satisfactory, or if no answer is given, the teacher may appeal the grievance to the Board of Education within five (5) days after the Superintendent's answer; or in the event no answer is given, within five(5) days after the time allotted for such answer has elapsed.

STEP FOUR

If the teacher is not satisfied with the disposition of the Superintendent at Step 3, it may be appealed to the Board by sending such notice to the Superintendent and a copy to the Secretary of the Board within ten (10) days of the date of the Superintendent's answer at Step 3 above. Within ten (10) days of the date of the appeal, the Board or a committee thereof shall meet with the Association in an attempt to resolve the grievance. Such conference shall be scheduled at a mutually agreeable time when there is no disruption of normal school routines and duties of the teacher(s). The Board shall answer the grievance within ten

(10) days after this conference of five (5) days after the next meeting of the Board, whichever is later.

#### STEP FIVE

If the Association is not satisfied with the disposition of the grievance by the Board, it may be submitted to arbitration before an impartial arbitrator. The Association shall file a demand for arbitration within ten (10) days of the receipt of the Board's last answer, or if notified by the Association in writing, ten (10) days after the next meeting of its Bargaining Council. If the parties are unable to agree on an arbitrator within ten (10) days from the date of appeal, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

#### C. Miscellaneous:

1. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have the authority nor shall he consider it his function to include the decision of any issue not submitted or to so interpret or apply the agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.

If either party shall claim before the arbitrator that a grievance fails to meet the test of arbitrability, the arbitrator shall proceed to decide such issue before deciding the merits of the grievance. A party making a claim that a grievance is not arbitrable shall notify the other party of the claim and the reasons for same at least ten (10) days prior to the scheduled arbitration hearing. If the arbitrator decides that the grievance is not arbitrable, the grievance will be referred back to the parties without a decision on the merits.

2. The fees and expenses of the arbitrator and the hearing room, if the hearing is held in a place other than on the property of the Board or its Personnel Consultant's Office or the offices of the Association or its parent organization, shall be borne equally by the parties. If the hearing is held on the property of the Board, in the offices of its Personnel Consultant, or in the offices of the Association or its parent organization, there shall be no charge to the other party for the hearing room.

3. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. Absent an agreement to extend the time limits, the failure of an aggrieved person to proceed from one level of the grievance procedure to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
4. It shall be the general practice of all parties of interest to process grievances during times which do not interfere with assigned duties; provided, however, in the event it is agreed by the Board or its agents, or ordered by an arbitrator to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure with any representative of the Board shall be released from assigned duties without loss of salary.
5. A grievance may be withdrawn at any level without prejudice.
6. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of participation.
7. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
8. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.
9. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and an opportunity for an Association representative to be present nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teacher shall be the sole responsibility of the Association.

### **ARTICLE XIII - PHYSICAL EXAMINATION**

- A. On request of the Board, a teacher will be required to have a physical examination. If requested by the Board, the Board shall pay for the expense of the examination by the physician of the teacher's choice.

## ARTICLE XIV - LEAVE POLICIES

### A. Sick Leave:

1. All tenure teachers shall receive a bank of eleven (11) sick days each school year to be earned at the rate of one and one-tenth (1.1) days per month of employment, September through June.

All probationary teachers shall receive a bank of ten (10) sick days each school year to be earned at the rate of one (1) day per month of employment, September through June. All Such sick days may be used prior to being earned; however, any unearned sick days that have been so used will be deducted from the final pay in case of termination of employment. A teacher must be paid for three-fourths (3/4) of the working days of the calendar month to earn sick days for the calendar month.

2. Sick leave shall be cumulative to one hundred eighty (180) days. Any staff person working on September 1, 1987 who has accumulated more than 180 days shall be grandparented with their sick leave accumulation being reduced only if their sick day usage exceeds eleven (11) days in any given school year, at which time their accumulation shall be reduced by the number of days used in excess of eleven (11). After a teacher has taught in the Deckerville Community Schools system for ten (10) consecutive years or more and retires or leaves the system for any other reason, he shall receive (the following January) a sum equal to fifty percent (50%) of the current daily substitute rate times the total cumulated sick leave days.
3. Sick leave is limited to:
  - a) Personal health. Illness or disability related to pregnancy will be treated as any other illness or disability under this Article.
  - b) Death in the immediate family (family to include spouse, children, foster children, stepchildren and parents). Such leave shall be limited to five (5) working days per incident which can be extended under unusual circumstances by the Superintendent. Also, three (3) working days shall be allowed per incident for death of the following: grandparents, grandchildren, brothers, sisters, in-laws (mother, father, grandparents, brothers and sisters), and dependents living in the household.
  - c) Accident or illness which requires confinement in a hospital shall be limited to five (5) working days and shall be used for spouse or children only.

- d) Accident or illness which requires confinement in a hospital shall be limited to two (2) working days if it is the father or mother and one (1) working day if it is the brother or sister.
  - e) An annual limit of eight (8) sick days are to be used only for the immediate family (spouse, children, parents and parent in-laws). Sick days may not be used for routine eye, dental and physical exams.
  - f) The Board and the Association feel that sick days should be used judiciously.
4. An employee who takes an extended leave of more than fifteen (15) consecutive working days for personal health reasons, shall have a certificate from his physician authorizing his return to work before returning to work.
  5. Employees returning to work from a leave of any description shall retain previously accumulated unused leave.
  6. Employees shall experience no loss of sick days for line-of-duty accidents. While receiving the benefits of Worker's Compensation, the Board shall make up the difference between the regular salary and the compensation payments for a maximum period of ten (10) school weeks for any one injury.
  7. Unused personal days will accumulate and will be added to the unused sick days and will be retroactive to personal days not used in the previous years.
  8. A teacher who expects extended absence from his job due to anticipated medical treatment may apply to the Board for a specific leave of absence to cover such period. The teacher may elect to be paid sick days during this time if they have accumulated such sick days. The granting of the specific period of time for absence shall be discretionary with the Board and the following criteria shall be used:
    - a) The exactness and the length of the period of time for which the leave is requested.
    - b) Evidence presented satisfactory to the Board that the teacher will not be able to satisfactorily perform his or her duties during the length of such absence.
    - c) That it might be in the best interests of the school and program to have a substitute teacher over a specific time which can be calculated to the time the teacher commences the leave.

- d) The allowing of the administration to have a definite plan to what teacher will be present in the classroom with the knowledge of when the teacher who requires the needed treatment will be returning to the classroom.

B. Personal Business Leave:

1. Tenure teachers are allowed three (3) days per year with full pay as personal business leave. Second year probationary teachers are allowed two (2) days per year with full pay as personal business leave. First year probationary teachers are allowed two (2) days per year with full pay as personal business leave.
2. Personal business days shall be granted to teachers when the request has been made to the Superintendent, or his designee, in writing at least twenty-four (24) hours in advance.
3. Personal business leave days are to be used for personal business which cannot be handled outside school hours. Such days shall not be granted for vacation or recreational activities or the first or last day of school.
4. The granting of personal business days will be done in order of receipt and limited to two (2) teachers per day.
5. Emergency personal business leave (without twenty-four (24) hour notice) may be granted at the discretion of the Superintendent or his designee.
6. Personal business days may accumulate to a total of six (6) days. Once a teacher has reached six (6) personal business days any unused business days will be added to the accumulated unused sick leave in accordance to Article XIV, paragraph 3, section 7. At the end of the 1999-2000 school year this policy and record keeping will be evaluated.

C. Professional Association Leave:

Full pay shall be received by the teacher for the following:

1. The duration of a quarantine provided that proof had been submitted that the disease was present in his/her school building.
2. A maximum of six (6) teacher days for business pertaining to the Association that cannot be handled at any other time is allowed at the discretion of the Association. The Association agrees to pay the Board of Education the current substitute rate for the 5th and 6th days used under the provision. No more than two (2) teachers shall leave at one time. The administration shall be given written notice at least forty-eight (48) hours in advance of such meetings.

D. Child Care Leave:

A leave of absence without pay for up to one (1) year may be granted to any teacher for the purpose of child care. Said leave shall commence on request of the teacher and approval of the Board of Education. It is further provided that:

1. The teacher shall be returned to the same or similar position if available. If a position is not available, the leave will be extended until the same or a similar position is available.
2. A teacher adopting a child may receive similar leave which shall begin the day the court signs over legal custody of the adopted child.
3. A leave of absence for up to one (1) year shall be granted to any teacher upon written request to the Board of Education for the purpose of child care provided that a physician certifies that the child is ill and in need of parental care. The affected teacher shall be returned to the same or similar position.

E. Military Leaves:

1. Military leaves of absence of up to two (2) years shall be granted to any teacher who shall be drafted for military duty or called to active duty to any branch of the armed forces of the United States. Voluntary enlistment will be evaluated in individual merit of the case. Military leaves are governed by Sections 388.421 and 388.422 on page 616 of the State of Michigan General Schools Laws, June 1966, as revised.
2. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.

F. Public Office Leave:

The Board shall grant a leave of absence of one (1) school year, without pay, to any teacher to campaign for himself or serve in a public office, pending a suitable replacement. The request for such leave shall be submitted at least ninety (90) days prior to the start of the school year. The Board may, upon written request, grant a renewal of this leave.

G. Peace Corps Leave:

Leave of absence will be granted up to one (1) year to any teacher who joins the Peace Corps (or other such organization as formed by the United States Government) as a full-time teacher in such program. Any period so served shall be treated as time taught for the purposes of the salary schedule set forth in this Agreement. The Board may, upon written request, grant renewal of this leave.

#### H. Legal Processes:

1. A teacher shall be released for jury duty or to answer a subpoena that is not a result of a self-initiated case, without loss of pay or accumulated leave time. All jury duty pay and witness fees, less travel expenses received, shall be turned over to the district.
2. A teacher will not experience loss of pay for absenteeism on days involving litigation initiated by or in behalf of the Board. Litigation not initiated by the Board and resulting in absenteeism of a teacher would result in a loss of pay.

#### I. Sabbatical Leave:

Sabbatical leaves for the certificated personnel employed by the Deckerville Board of Education shall be granted in the following manner: No more than one (1) sabbatical leave shall be granted during any one (1) year. To qualify for consideration for a sabbatical leave, the teacher must have taught in the Deckerville School System at least seven (7) years by the time the leave is to be in effect. A teacher on a leave of absence, having served the system seven (7) or more years, must have returned to work before being eligible to apply for another sabbatical leave. A sabbatical leave may be granted for one of the following reasons for credit toward an advanced degree:

1. For formal study at an accredited college or university.
2. For research work under the guidance of competent research personnel.
3. For travel, either domestic or foreign.
4. Advanced study for a specialty program. The study, research or travel plans for the year, together with the application, must be submitted to the Superintendent for review. Criteria for the selection of the teacher to be recommended to the Board of Education shall incorporate the following:
  - a) Date of filing the application.
  - b) Purpose of the leave.
  - c) Seniority of professional service in the school system.
  - d) Professional growth of the staff member.
  - e) Potential benefit to the school system.
  - f) Demonstrated dedicated service to the school system.

After due consideration of all the applications, the Superintendent shall present each request to the Board with his written recommendation to the Board of Education will be furnished the teacher applicant at least five (5) days prior to the Board meeting at which the granting or denial of the leave will be consummated. The teacher involved will then be asked to be present at the meeting when it comes up for consideration by the

Board. While on the sabbatical leave, the teacher will receive one-third (1/3) the salary he would have received for teaching in Deckerville this time. Such pay will be paid according to regular pay procedure for that year.

On the part of the recipients, the granting of sabbatical leave carries an obligation to return to the system and to teach for a period of at least double the length of the period for which the sabbatical leave was granted.

5. As a condition to receiving final approval for a sabbatical leave, a teacher shall file with the Superintendent a written agreement stipulating that following the leave he will remain in the service of the Deckerville Community Schools for a period of two (2) years' teaching in the Deckerville Community Schools following the termination of the leave period.
6. The teacher will agree to the rewriting of his teaching contract to reflect the sabbatical contractual salary or sign a contract rider reflecting the monetary change.
7. To further protect the Board against loss by reason of failure to return, the teacher shall execute a non-interest bearing note to the Deckerville Board of Education as follows:

Full Year Sabbatical Leave.

- a. The teacher who received a year's sabbatical leave executes a promissory note in the amount of one-third (1/3) pay due him for the period of the year's sabbatical leave payable to the Board of Education and bearing a due date of the semester following the completion of the year's sabbatical leave.
- b. If he fails to return to teach in Deckerville the following semester, the full value of the note comes due on the day teachers report for duty for that semester.
- c. If the teacher returns and teaches one (1) year but fails to teach a second successive year after the completion of the sabbatical leave, then half of the face amount is forgiven but one-half (1/2) is then due the first day of the next semester when the school system's teachers report for duty.

During the sabbatical, all rights in reference to the teacher's professional status on the faculty shall remain the same as though the teacher had taught in the classroom in Deckerville for the academic year.

During the sabbatical, the teacher shall not be allowed to hold any full-time paid position. However, this section shall not be construed to deny any teacher the right to fellowships, scholarships, grants-in-aid, or other scholastic stipends. The deadline for filing applications is the last day in April for the following school year.

The Board will budget an amount of money for sabbatical purposes equal to one-third (1/3) of the maximum M.A. salary as listed on the salary schedule. Money budgeted shall not be allowed to accumulate, but will be budgeted yearly.

- J. Upon return of a teacher from a leave of any sort where specific language does not govern their return, the teacher shall be assigned to the same position or a substantially equivalent position, if available.
- K. Those teachers (not red circled) who shall accumulate sick days in excess of one hundred eighty (180) days shall, at the end of each school year, receive fifty percent (50%) of the current substitute rate for each unused day in excess of 180. Teachers whose sick days have been red circled shall receive fifty percent (50%) of the current substitute rate for each unused day over and above their individual red circled day number.

#### **ARTICLE XV - HEALTH INSURANCE**

- A. Beginning as soon as feasible following the ratification of this Agreement, the Board shall provide without cost to the employee full insurance benefits (Plan A or Plan B) below for a twelve (12) month period.

Plan A:

MESSA Super Care I Health Insurance  
Delta Dental 80/80/80 with a \$1200 orthodontic maximum and \$1000  
benefit pay out each year for each family member  
Long Term Disability (as per the current policy)  
VSP-3 Vision Insurance  
\$20,000 Group Term Life Insurance with AD&D

Plan B:

All of the above with the exception of Health Insurance

- B. Teachers not receiving health insurance coverage under Paragraphs A above shall receive from the Board up to a limit of One Hundred (\$100.00) Dollars per month to be used for the purpose of applying this amount to either annuities or the following MESSA Options:
  - 1. Hospital Confinement Indemnity Insurance;
  - 2. Short Term Disability Income Insurance;
  - 3. Long Term Disability Income Insurance;
  - 4. Dependent Life Insurance;

5. Survivor Income Insurance;
6. Supplemental Term Life Insurance.

The Board shall provide a cash option in lieu of health benefits. The cash amount shall be \$100 per month. The Employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

To elect a tax-deferred annuity the bargaining unit member shall enter into a salary reduction agreement.

The program will become effective October 1, 1997, or a date not more than ninety (90) calendar days from the date of this Agreement. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.

All cost relating to the implementation and administration of Section 125 shall be borne by the Employer for the duration of this contract - July 1997 - June 2000. For the duration of this Agreement (July 1997 - August 2000), the Section 125 Plan will be MESSA Option All.

The Section 125 administration shall be provided by MESSA Option-All. The Employer shall enter into a MESSA Option-All Administrative Services Contract.

- C. If two or more teachers belong to a single family unit and are eligible for coverage under the same policy, the Board will pay for coverage for one family member under Plan A and the other family member(s) will be covered under Plan B.
- D. A teacher teaching less than a full day will be pro-rated for health insurance.
- E. Employees resigning during the school year: All insurance benefits terminated in the month when their resignation becomes effective. Employees completing the school year and terminating employment thereafter receive a full twelve (12) months of insurance benefits.

#### **ARTICLE XVI - CURRICULUM**

- A. Two (2) curriculum days will be established for all professional staff members and will be held during the year as scheduled in advance.
- B. The Board and Association shall establish a Curriculum Council. Each party may name three (3) representatives to the Council. The Council will meet as necessary, normally after school hours. The Council may make suggestions to the Board concerning the nature, design and evaluation of the instructional program.

## ARTICLE XVII - SUMMER SCHOOL ASSIGNMENTS

- A. The Board and the Association recognize that the special needs of the students in the summer school credit program require the best classroom conditions for the most effective learning.

Accordingly, the Board and the Association agree to the following priority objectives for the summer school credit program:

1. Assignment of the most qualified teachers.
  2. Adequate teaching materials suitable for the program offered.
  3. Limitation of class size.
- B. Teaching positions in the summer school credit program shall be filled on a voluntary basis by regularly certified teachers in the Deckerville School system working within their areas of certification and/or competence.
1. All Deckerville teachers desiring any position shall have an equal opportunity for placement.
  2. In filling such positions, consideration shall be given to a teacher's area of competence (major and/or minor field of study), quality of teaching performance and length of service in the Deckerville school system. The above factors being equal, the following criteria, in order listed, shall determine the assignment of summer school teachers:
    - a) Length of satisfactory service in the specific position in the summer school credit program;
    - b) Length of satisfactory service in the subject area, department or grade level of the assignment;
    - c) Length of satisfactory service in the system.
- C. Applications for summer school positions shall be submitted to the elementary principal prior to the first day of May each year. Notification of summer school assignments shall be made by the elementary principal as early as possible.
- D. A summer school session shall extend a maximum of seven (7) weeks.
- E. Quasi community projects and programs in which participating students do not receive credit towards a degree and all operating funds are not derived from public tax sources shall not be subject to this contract.

### **ARTICLE XVIII - SPECIAL TEACHING ASSIGNMENTS**

- A. Assignments for the adult education and summer school programs, involving credit courses, will be made by the Board on the basis of preference to teachers possessing permanent teaching certificates regularly employed in the district during the normal school year.
- B. Teachers shall be compensated for teaching in any of the above mentioned programs at not less than the rate paid during the previous year for these services.
- C. Supervision by a teacher of a student teacher shall be voluntary, and no teacher shall supervise more than one such student teacher simultaneously.

### **ARTICLE XIX - NEGOTIATION PROCEDURES**

- A. Upon ratification of the Master Agreement, the bargaining unit shall not bring up matters for negotiation to the Board, and the Board will not bring up matters to the Association except as provided in Section B of this Article, or by mutual agreement of both parties.
- B. At least ninety (90) days and not more than one hundred fifty (150) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of the teachers employed by the Board. Nothing contained in this Section shall negate the responsibility that the parties may have under the Public Employment Relations Act to negotiate in good faith during the life of this Agreement.

### **ARTICLE XX - LAYOFFS**

- A. No teacher shall be laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district, substantial decrease in the revenues of the school district, or there are other substantial budgetary considerations which shall have a detrimental effect on the District. Substantial concerning students shall mean Three (3%) Percent within a three (3) year period based on Fourth Friday counts. Substantial concerning revenues shall mean Two (2%) Percent of revenues over a three (3) year period.
- B. A seniority list shall be prepared with all teachers ranked by beginning date of employment with the District within thirty (30) days of signing of this Agreement and no later than September 30th on succeeding years.
- C. If two or more teachers have equal status in B. above, then:

1. The teacher having the most teaching experience shall be ranked over the teacher having less experience.
2. If experience is found to be equal, the teacher with a Master's Degree shall rank over a teacher with a Bachelor's Degree.
3. If experience and degrees are equal, more hours beyond the degree shall rank over fewer hours.
4. If all criteria above are equal, then the placing on the seniority list shall be by the drawing of lots.

D. Establishment of Staffing Needs:

The Board shall develop in consultation with the Association a list of necessary staff positions based upon the proposed education program for the forthcoming school year. Such a list shall include types of positions required, i.e. grade level (elementary), subjects (grades 7-12), special instruction (elementary art, music, P.E., reading, etc.) and special education. The list of staff positions shall be published and posted in each building with a copy to the Association. Such list shall be so published and a copy posted in each building prior to any layoff.

E. Staff Placement:

1. Beginning with the first names on the seniority list, each individual will be placed in an assignment matching his current grade, if an elementary teacher, or department, if a secondary teacher.
2. If no vacancy exists in the teacher's current grade or department, teacher will be assigned to another grade or department for which he/she is certified. If such placement occurs in the 7th or 8th grades and the teacher does not possess a major or minor, the Board may require that individual to present a plan to the Administration which would gain at least a minor in the field within two (2) years from the date of assignment or a period which encompasses two (2) summers whichever is less. If the teacher does not complete a minor within the two years, he/she may be laid off. If a teacher chooses to not present a plan to gain a minor in the area of assignment, he/she may be laid off.
3. If no vacancy remains in any grade or department for which the teacher is certified, the teacher will be laid off. The effective date of any such layoff shall be the first day of the forthcoming school year. If economic or enrollment changes occur during a school year which are greater than those specified in Paragraph 1., the parties agree to re-open this paragraph of the Agreement.
4. A teacher with a major in a field will not be replaced by a teacher with a minor with more seniority.

A teacher with lesser seniority in a field who has a major or minor will not be replaced or displaced by a teacher with greater seniority who is certified. Any teacher currently in a position for which he/she is certified but not qualified (possessing a major or minor) shall have the same amount of time to obtain a major or minor as set forth above.

- F. The Association shall have the opportunity to review the layoff and teaching assignments prior to the formal adoption by the Board. The Association shall have ten (10) working days to specify in writing if it is in agreement or disagreement with the list. If there is a disagreement with the list, the Association shall specify the points of disagreement so that resolution may be reached by the notification deadline.
- G. In the event this district shall be combined with one or more districts, the Board will use its best effort to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- H. Laid off teachers shall be recalled to the first vacancy for which they are qualified in reverse order of layoff.
- I. Laid off teachers shall be considered laid off until reinstated in the District. Teachers shall be deemed as refusing a position for which he/she is qualified if he/she fails to respond within fifteen (15) days of receipt of a written offer for a position.
- J. Recall shall be by certified mail to last known address of teacher with a copy of such to the Association. The teacher has the responsibility for keeping the Board informed of his/her current address by submitting such information in writing to the Office of the Superintendent.
- K. Seniority of part-time teachers shall accrue at the same rate as full-time teachers.
- L. Teachers who are laid off may, at their option, receive compensation for his/her accumulated sick days at the same rate of compensation as that upon retirement or resignation as set forth in Article XIV, Leave Policies.

#### **ARTICLE XXI - NO STRIKE**

The Board agrees that so long as this Agreement is in effect there shall be no lockouts. The Association, its officers, agents and members covered by this Agreement agree that so long as this Agreement is in effect there shall be no strikes, as said term is defined by the Public Employment Relations Act.

## ARTICLE XXII - MISCELLANEOUS PROVISIONS

- A. The Deckerville Community Schools shall strive to abide by the North Central Association Rules and Regulations.
- B. Under no condition shall a teacher be compensated above his/her appropriate step on the salary schedule.
- C. The Board agrees to maintain a list of substitute teachers for both elementary and secondary schools. All teachers who are to be absent from duty for any reason are charged with the responsibility to notify their respective principal or designee at time of illness, if possible, and the preceding day, if possible. In any event, notification should always include the length of time the teachers expects to be absent and the expected date of return to work.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms. It also will supersede any contrary or inconsistent terms contained in any individual teacher contract in effect or to be written, during the term of this Agreement. The provisions of this Agreement shall be considered a part of the established policies of the Board. The Board of Education reserves the right to adopt rules, regulations and practices not covered by this Contract.
- E. If any provisions of this Agreement or its application shall be found to be contrary to law, then such provisions or application shall be deemed invalid, but all other provisions or applications shall be continued in full force and effect for the duration of the Agreement.
- F. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- G. Members of the Association, the bargaining unit, and the officers thereof individually and collectively, share with the administration and Board the mutual responsibility of the total enforcement of this Agreement.
- H. Teachers shall not be required to correct tests administered as a part of a system-wide, standardized, intelligence or achievement testing program.
- I. The Board agrees that teacher activities in the specific areas of P.T.A. attendance, club activity and civic functions, shall be on a voluntary basis; the Association agrees that participation in "open house" activities shall be the responsibility of the teacher. Further, the Association recognizes the value of co-curricular programs and encourages teachers to assume the responsibility of active participation therein.
- J. The Board has the responsibility to provide the highest quality educational program practicable for every child in the school district. To assist the Board in

achieving this end, the teachers have the responsibility to make careful daily preparation and shall submit lesson plans as provided in the teachers' handbook.

- K. This Agreement shall constitute the full and complete commitment between the parties.
- L. If economics require that extra duties be eliminated, any teacher performing such extra duties shall be given a period of five (5) days, excluding Sundays and holidays, in which to tender his resignation from the school system if he so desires. Such resignation shall be accepted by the Board without prejudice and said teacher shall be released unconditionally.
- M. The teachers and the Board agree that only two (2) copies of the Master Contract shall be signed by the president, secretary and two witnesses of the respective organizations to make the contract legal and binding.

**ARTICLE XXIII - DURATION OF AGREEMENT**

This Agreement shall be effective as soon as it is ratified and signed by the parties, except for the wages, and shall remain in effect until 12:01 a.m. on August 22, 2000. The Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and signed by their duly authorized representative this \_\_\_\_ day of \_\_\_\_\_, 1997, A.D.

TRI-COUNTY BARGAINING ASSOCIATION DECKERVILLE BOARD OF EDUCATION

*Penny Latta*

*David C. Block*

*John Nagarski*

*Mike McConachie*

\_\_\_\_\_

*James Long DVM*

**SALARY SCHEDULE A - 1997-2000**

1997-98  
2.75% Increase

STEP	BA	BA+20	MA	MA+15
1	26522	27266	28353	29477
2	27964	28713	29800	30922
3	29410	30159	31250	32369
4	30858	31606	32694	33817
5	32303	33055	34140	35262
6	33748	34809	35588	36712
7	35197	35945	37032	38154
8	36645	37388	38491	39599
9	38089	38828	39921	41046
10	39534	40283	41368	42477
11	40979	41730	43202	43943
12	0	0	44263	45385
12--16	1257	1257	0	0
13--16	0	0	1406	1406
17--22	1406	1406	1552	1552
22+	1552	1552	1701	1701

1998-99 Salary Schedule  
2.75% Increase

STEP	BA	BA+20	MA	MA+15
1	27251	28016	29287	30441
2	28733	29503	30773	31927
3	30219	30988	32264	33414
4	31706	32475	33747	34901
5	33191	33964	35233	36386
6	34676	35767	36721	37875
7	36165	36934	38204	39357
8	37653	38415	39703	40842
9	39136	39895	41173	42329
10	40621	41391	42659	43800
11	42106	42877	44544	45305
12	0	0	45634	46787
12--16	1292	1292	0	0
13--16	0	0	1445	1445
17--22	1445	1445	1595	1595
22+	1595	1595	1748	1748

**1999-2000 Salary Schedule  
2.75% Increase**

STEP	BA	BA+20	MA	MA+15
1	28000	28786	30247	31433
2	29523	30314	31774	32959
3	31050	31840	33305	34487
4	32578	33368	34829	36015
5	34104	34898	36356	37541
6	35630	36750	37885	39071
7	37159	37950	39409	40594
8	38689	39471	40949	42120
9	40212	40992	42460	43647
10	41738	42529	43987	45158
11	43264	44057	45923	46705
12	0	0	47043	48228
12--16	1328	1328	0	0
13--16	0	0	1485	1485
17--22	1485	1485	1638	1638
22+	1638	1638	1796	1796

**SUPPLEMENT TO SALARY SCHEDULE**

As in previous school years, the Bachelor + 15 step shall be changed to Bachelor + 20. Any teacher who has a permanent certificate and is presently being paid under the Contract for a Bachelor + 15 step will not lose such pay scale by such increase. Such teachers will be deemed to comply with the Bachelor + 20 step.

It is further agreed that a Bachelor + 30 hours shall receive the same pay schedule as a Master's degree under this schedule, provided the last 15 hours in the teacher's major or minor field and the last ten (10) hours are in subjects approved by the administration in advance. Teachers who already have hours towards Bachelor + 30 hours step may get such hours, presently accumulated, approved by the administration, if such hours are in the teacher's major or minor and such teacher is teaching such subject in the Deckerville School System.

All hours for a Master + 15 step shall be approved by the administration or the Board and shall likewise be in the teacher's major or minor field, or being subjects taught by the teacher in the Deckerville School System.

Courses in school administration shall be approved by the administration for all steps even though such courses are not in the major or minor of the teacher or are being taught by the teacher.

**SCHEDULE B - 1997-2000**

All figures are percents of the teacher BA Minimum current Step 1 salary.

For 1997-98 the figure is \$26,522

For 1998-99 the figure is \$27,251

For 1999-00 the figure is \$28,000

Extra Pay for Extra Duties	1-5 years	6-10 years	11 & up
1. Varsity Football	8.5	10.8	13.2
2. Varsity Football Assistant	6.6	9.0	11.4
3. Junior Varsity Football	6.6	9.0	11.4
4. Junior Varsity Football Assistant	4.8	6.0	7.2
5. Junior High Football	3.6	4.8	6.0
6. Junior High Football Assistant	2.4	3.6	4.8
7. Varsity Basketball	8.4	10.8	13.2
8. Junior Varsity Basketball	6.6	9.0	11.4
9. Freshman Basketball	5.5	7.6	9.8
10. Eighth Grade Basketball	3.6	4.8	6.0
11. Seventh Grade Basketball	3.6	4.8	6.0
12. Varsity Baseball	6.6	9.0	11.4
13. Junior Varsity Baseball	4.8	6.0	7.2
14. Varsity Track	6.6	9.0	11.4
15. Boys Junior High Track	2.4	3.6	4.8
16. Girls Junior High Track	2.4	3.6	4.8
17. Varsity Volleyball Girls	5.5	7.6	9.8
18. Junior Varsity Volleyball Girls	3.6	4.8	6.0
19. Band Director	12.0	16.0	20.0
20. Yearbook	6.6	7.8	9.0
21. Cheerleading 7-8	3.6	4.8	6.0
22. Cheerleading Varsity, Jr. Varsity & 9th	4.5	6.5	8.5
23. Forensics	2.2	3.3	4.4
24. Debate	2.2	3.3	4.4
25. Student Council Advisor	1.8	3.0	3.6
26. Dramatics 2 or more plays (1 play 50% of the schedule)	6.6	9.0	11.4
27. Summer Library	3.6	4.2	4.8
28. Elementary Choir	2.4	3.6	4.8
29. F.H.A.	2.4	3.0	3.6
30. F.F.A.	3.6	4.8	6.0
31. National Honor Society	1.8	3.0	3.6
32. Summer Agriculture	21.4		
33. Business Professionals	1.8	3.0	3.6
34. Varsity Softball	6.6	9.0	11.4
35. Junior-Senior High School Choir	6.3	8.1	9.9
36. Musical (3 positions)			
a) Director	3.0		
b) Band Director	2.5		
c) Accompanist	2.5		
37. Junior Varsity Softball	4.8	6.0	7.2
38. Golf	3.6	4.8	6.0
39. Cross Country	3.6	4.8	6.0
40. Junior High Volleyball	2.0	3.0	4.0
41. Girls Tennis	3.6	4.8	6.0
42. Boys Tennis	3.6	4.8	6.0

43. Athletic Director	\$2,000 does not increase with base.		
44. Gifted/Talented Coordinator 25% of total G/T grant not to exceed \$1500	\$1,500 does not increase with base.		
45. Special Education Designee	\$2055 for 1997-98	\$2112 for 1998-99	\$2170 for 1999-2000

	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
Adult Education & substitute rate	\$17.15	\$17.62	\$18.10
Drivers Education*	\$17.15	\$17.62	\$18.10
Summer School	\$17.15	\$17.62	\$18.10

\*Driver Education Instructor(s) shall be governed by all terms and conditions of the School's Car Leasing Agreement.

#### Class Advisors

A.	12th Grade - 2 sponsors		0.72 each
B.	11th Grade - 3 sponsors-	head	0.78 each
		2 assistants	0.54 each
C.	8-9-10th Grade - 2 sponsors each-	head	0.48 each
		assistant	0.30 each
D.	7th Grade - 2 Sponsors -	head	0.30 each
		assistant	0.24 each

Adjustment in the extra pay for extra duty schedule reflects the Board's and Association's desire to conform to the provision of Title IX.

It is expressly understood that the above duties are annual in nature and are subject to annual re-assignment or removal for just cause by the Board. If the Board shall create new positions, the parties will negotiate the remuneration. It shall be within the discretion of the Board to fill or not fill any of the above positions.

Compensation will be pro-rated when a duty is partially filled or completed.

The following rules for sponsors shall be agreed upon:

1. High school principal shall designate one as head sponsor for each class.
2. All sponsors to be in attendance at regular class meetings during the day.
3. All sponsors shall be in attendance and supervise all class activities that are held after regular school hours. If for some reason they cannot

attend, it shall be his or her responsibility to find a substitute with the approval of the principal.

4. Head sponsors shall conduct class meetings with Robert's Rules of Order, copies to be furnished by high school principal.
5. Before any class meeting can be held, it must be approved by head sponsor and the high school principal.
6. It shall be the responsibility of the high school principal to assign all class sponsors and approve all activities of each class. Appointments are to be reviewed by the President of the Association before the announcements.

H. Payment Schedule:

All athletic coaches, sponsors or co-curricular advisors will be paid at the completion of the season or activity unless payment is requested midway during the season, at which time half-salary would be paid. Final payment will be paid following receipt of an inventory report by the building principal or athletic director; the exception may be according to the option of the teacher, music director, summer agriculture, driver education or adult classes.

**DECKERVILLE COMMUNITY SCHOOLS****1997-98 Calendar**

August 22	Teacher Inservice/Workday
August 25	Teacher Inservice/Workday
August 26	First day for Students
September 1	Labor Day (No School)
September 17	Inservice 1:30 p.m.
October 3	1st Marking Period
October 15	12:30 p.m. Dismissal K-12 Parent/Teacher Conference 12:30 - 3:15 p.m. 7-12 Parent/Teacher Conference 6:00 - 8:30 p.m.
October 16	12:30 p.m. Dismissal K-6 Parent/Teacher Conference 6:00 - 8:30 p.m.
October 20	County Staff Inservice (No School)
November 14	2nd Marking Period
November 20	Inservice 2:00 - 4:20 p.m.
November 26 p.m. thru November 28	Fall Recess 12:30 p.m. Dismissal
December 11	Inservice 2:00 - 4:20 p.m.
December 22 thru January 2	Winter Recess
January 15	3rd Marking Period
January 16	Inservice/Records Day (No School)
January 21	2:00 Dismissal
February 13 & 16	Mid-Winter Recess
March 6	4th Marking Period
March 12	Inservice 10:25 a.m. Start
April 6-13	Spring Recess
April 24	5th Marking Period
April 30	Inservice 2:00 - 4:20 p.m.
May 14	School Fair 1:45 p.m.
May 19	Academic Banquet
May 25	Memorial Day (No School)
June 5	Graduation
June 5	6th Marking Period - Last Day for Students Dismissal 12:30 p.m.
June 8	Records Day