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# ***MASTER AGREEMENT***

between the

**Dansville Board of Education**

and the

**Ingham/Clinton Education Association/  
Dansville Education Association,  
MEA/NEA**

**July 1, 2003 – June 30, 2007**

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## EDUCATION ASSOCIATION AGREEMENT

### PREAMBLE

This Agreement is entered into July 1, 2003, by and between the Board of Education of the Dansville Schools, hereinafter called the "Board" and the Ingham Clinton Education Association, hereinafter called the "Association".

### WITNESSETH

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

**WHEREAS**, it is the purpose of this agreement to reduce in writing the total understanding of the parties regarding wages, hours and working conditions of employees of the Board covered by this agreement, and that all such understanding written to be mutually binding, and

**WHEREAS**, the members of the teaching profession are particularly qualified to offer advice to the district concerning policies and programs designed to improve educational standards, and

**WHEREAS**, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Act of 1965, to bargain with the Association as the representative to 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 certain understandings, which they desire to memorialize, in consideration of the following mutual covenants, it is hereby agreed as follows:

### **ARTICLE 1** **Recognition**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of the Michigan Public Employment Relations Act, MCL 423.211, for all professional personnel on contract with the Dansville School, but excluding supervisory and executive personnel, office and clerical personnel and upon notice to the Association, teachers instructing off-site Michigan Virtual University courses until June 30, 2004. Teachers who are employed in the same position as long-term substitutes shall become members of the bargaining unit upon the sixty-first (61<sup>st</sup>) day of their employment; the provisions of right to layoff and recall shall not be afforded to substitutes until the one hundred twentieth (120<sup>th</sup>) day except as required by law.
- B. Teachers may authorize deduction of membership dues of the Association. Such sum shall be deducted from the regular salaries and remitted to the Association.

**ARTICLE 2**  
**Board Rights**

- A. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon 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 activities of its employees during the working day.
  2. To hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, of their dismissal or demotion; and promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, and the adoption of policies, rules, regulations, and practice in the furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan, and the Constitution and the laws of the United States.

**ARTICLE 3**  
**Teacher Rights**

- A. The Board agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his or her membership or non-membership in the Association.
- B. The Association and its members shall have the right to use school buildings after school hours for meetings provided, however, that such meetings of the Association shall not interfere with officially approved school activities.
- C. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities outside the school day of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless it has a direct and immediate tendency to affect the teacher's classroom instruction adversely.
- D. No teacher shall be disciplined, discharged, or reduced in compensation without reasonable and just cause, except as indicated in Article 12 Section F.2.(a).

- E. Teachers may review and receive copies of their personnel record and attach a statement to materials contained therein according to the provisions of the Bullard-Plawecki Employee Right to Know Act, MCL 423.501 *et seq.* Teachers will be timely notified of the receipt by the School District of a request for disclosure of information from their personnel records under the Michigan Freedom of Information Act, MCL 15.231 *et seq.*, and a reasonable opportunity will be provided for a teacher so notified to review the contents of his/her personnel records so that the teacher may personally take such action as he or she deems appropriate in response to the request.

#### ARTICLE 4

#### Professional Compensation and Contracts

- A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for the years covered by this contract. Teachers who are continually employed shall advance only one (1) step increment over the past year, if the increment is available.
- B. 1. The salary schedule is based upon a normal yearly teaching load as described in Appendix E, "School Calendar," and Article V, "Teaching Hours," and other sections of this Agreement. The school year will be governed by the calendar, Appendix E. For extra work, the teacher will be entitled to appropriate additional professional compensation in accordance with Appendix B of this Agreement.
2. Teachers working longer than the established school year (e.g., guidance counselor) shall be compensated at their daily rate of pay.
- C. A teacher engaged during the school day in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary or loss of leave days if no other time can be found.
- D. At the beginning of each school year, the Association shall be credited with ten (10) days to be used by officers or agents of the Association at the discretion of the Association. The purpose of these days is to permit teachers to attend meetings and workshops for the direct benefit of our staff. They agree to notify the Board at least forty-eight (48) hours in advance of the meeting they wish to attend. Substitute pay shall be paid to the Board by the Association at the regular substitute pay rate. These are not to be business days of those attending.
- E. Teachers who are called for unavoidable jury duty shall be compensated the difference between the regular daily teaching pay and the daily pay received for the performance of such civic obligations. Those days shall not be charged to sick leave or personal business leave.

- F. Part-time teachers. All part-time teachers shall be eligible for pro-rated salary computed as described in this section. Salary shall be computed as a pro-rata fraction of the appropriate full-time salary, based on the number of minutes of daily duty time worked by the part-time teacher as compared to the number of minutes of daily duty time worked by a full-time teacher at the same level. "Duty Time" shall include both classroom instruction time and non-instructional working time during the duty day (such as 'prep periods', passing time and time on site before and after the student day).
1. For High School/Middle School teachers, the fraction used for computation of salary will be the number of teaching periods worked by the part-time teacher divided by the number of teaching periods worked by a full-time teacher (excluding 'prep periods' in both instances). Such teachers will then be assigned to a reporting/dismissal/prep time schedule which will accumulate to the same pro-rata percentage of a full-time teacher's daily non-instructional duty time, to the extent practical (in terms of curricular schedules).
  2. For elementary teachers working less than full time, their pay will be prorated in accordance with the amount of student contact time of a full-time teacher.

**ARTICLE 5**  
**Teaching Hours**

- A. 1. All teachers: Ten (10) minutes prior to student contact time and ten (10) minutes after student contact time. Student contact time shall include all on duty preparation and conference time. Teachers will report for professional development, committee work and other similar activities one day each week eighty-five (85) minutes prior to student contact time.
2. Exceptions for leaving early are to be restricted to emergency situations or those of unusual nature. Teachers must receive permission from the administration.
- B. All teachers shall be entitled to a duty free lunch period, in no event less than thirty (30) minutes. However this shall include five (5) minutes passing time for elementary teachers.
- C. The normal weekly teaching load shall include at least five (5) unassigned preparation or conference periods. This period will vary in length and frequency from high school to elementary. It is understood that the conference period will be utilized for parent or child conferences, preparation of lessons, counseling, tutoring, and other official school business. The unassigned preparation or conference periods will occur during the regular student day.
1. In addition to the thirty (30) minute duty free lunch each elementary teacher will receive a minimum of fifty (50) minutes per day of unassigned preparation and conference time composed of at least one thirty (30) minute block and at least one

twenty (20) minute recess during the student day. Otherwise, classroom teachers may use the time at which their classrooms are provided special subject instruction from another certificated teacher as preparation time.

2. At the middle school and high school the maximum student/teacher contact time per day shall be no more than a weekly average (utilizing a regular five (5) day week) of 300 minutes. Included as part of the student/teacher contact time shall be any time a teacher is responsible for the supervision of students excluding passing time. The middle and high school may deviate from the above, with the approval of the Board of Education, if a majority of middle or high school faculty and the building principal agree to a revised schedule that does not exceed the minutes of instructional time per day, on an average weekly or monthly schedule. In accordance with paragraph F and H of this Article, the above is subject to change in order to receive full state aid from the State of Michigan.
- D. Elementary teachers may be relieved from scoring and recording standardized tests. They shall do the recording on pupil's records.
- E. 1. A schedule shall be set up for regular teachers' meetings to be held monthly, which all teachers shall be required to attend. Principals or the Superintendent may call meetings for smaller groups of teachers, beyond the school day, when necessary. The principals shall provide the teachers with an agenda at least twenty-four (24) hours in advance of the meeting.
2. The paragraph above does not include professional development meetings.
- F. The Administration and Association will meet prior to the end of each school year to discuss the effectiveness of professional development activities of the prior year and to discuss the calendar and time needed for the District to receive full state aid.
- G. Both parties recognize that teachers work beyond the scheduled minimal workday. The calendar does not include the traditional workdays of past calendars. It shall be the responsibility of the professional teacher to use the time necessary to meet timelines of grading and preparation. The traditional workday should be utilized for these and similar activities. The activities may take place at school or elsewhere at the teacher's discretion.
- H. The Administration and Association representatives shall meet and confer on the calendars for each school year including student time and teacher time. It is recognized that the minimum number of days and minimum amount of time must be met to collect full state aid. It is further recognized that a change in hours, length of teaching periods, number of school days and other similar configurations may occur to meet the minimums established by the State of Michigan for full state aid. Also, it is recognized that the makeup of scheduled student instruction days lost due to school closings may be required to obtain the minimum number of days and minimum amount of time to collect full state aid, which shall not require additional compensation to teachers.

- I. The Administration will make a sincere attempt to advise all teachers of their assignments by August 15th of each year. Assignment changes after that date will be as limited as circumstances reasonably permit.
- J. Teachers are expected to remain with their children at all times during the regular teaching hours. Emergency situations should be the only exception, and must be cleared with the Administration as soon as possible. Leaving pupils unsupervised to run errands that could be taken care of at other times cannot be considered an emergency. Teachers are required to be in their classroom when the second, or last bell rings indicating the end of the lunch period and not when the first bell rings as a warning that the lunch period will end.
- K. 1. Because the pupil-teacher ratio can be an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible and to the extent feasible (taking into account the availability of qualified staff, facilities, funds, and state requirements). It is agreed that the following limits on class size represent desired objectives:
- |    |      |             |
|----|------|-------------|
| a. | K-3  | 25 students |
|    | 4-12 | 30 students |
- b. Class sizes of thirty (30) shall serve as a guide in secondary schools with the exception of activity classes, such as physical education, typing, band, chorus, study hall, etc.
- c. The Board of Education will provide some assistance to any teacher, upon request, grades K-5 whose enrollment exceeds these figures. The aide may only be during reading or math. The teacher is to work out with the Administration a reasonable schedule of most critical times.
2. The class size suggested above are offered as desirable levels and are subject to modification for educational purposes, such as avoidance of split-grade classes or half-day classes, specialized or experimental instruction, improvement of instructional methods, changes in enrollment or any other valid reason. If the above numbers are exceeded, the principal will explain the situation to the teacher(s) involved.
3. It is agreed that the provisions regarding class size shall be considered. Expectation of higher student performance is the rationale for consideration of class size guidelines. Smaller class sizes will lead to higher student performance.
4. Teachers and building principals shall cooperatively distribute the children by grades and/or classrooms. Students with special needs along with other factors shall be considered in making class assignments.



- L. All professional personnel will be expected to attend graduation ceremonies.
- M. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdown, or health conditions as defined by the city, county or state authorities, may be rescheduled in the discretion of the Board of Education to ensure that there are a minimum number of days of actual student instruction as established by the State of Michigan is met. Teachers shall receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

Only scheduled student instruction days necessary to fulfill the required days of student instruction for full state aid may be rescheduled by the Board. Rescheduling shall be consistent with the School Calendar as mutually agreed between the Board and Association. Any days made up thereafter shall be added to the end of the school calendar in an unbroken, continuous fashion, excluding Saturdays, Sundays and legal holidays, if any.

Total annual salary is based upon the number of days and hours found in this Article and Appendix E regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Teachers will be paid an additional per diem rate only for any days which they are required to work as part of the regular school year.

## **ARTICLE 6**

### **Teaching Conditions**

- A. The Board shall make available restroom and lavatory facilities for teachers use only and a room appropriately furnished and ventilated which shall be used as a faculty lounge and study room.
- B. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SXI, SMI, TMI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the students impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the responsibility of the teacher to implement the student's Individualized Educational Plan for attending to the educational needs of the student while in the teacher's class.
- C. Elementary teacher and secondary teachers who are assigned "combination rooms" shall be compensated for such work as provided in Schedule B\*. At the elementary level, a combination room shall be defined as two grades in one classroom. At the secondary level, a combination room shall be defined as the following combinations of separate courses both taught during a single instructional period:

## Spanish II and Spanish IV

In the event that the Board assigns additional multiple course assignments at the secondary level in the future, the Board and the Association agree to re-open negotiations for the limited purpose of determining whether to add such assignment to the above list of secondary "combination" rooms.

\*For secondary combination rooms, the compensation rate shall be pro-rated per teaching period in which a combination setting exists.

Each teacher will be provided with a copy of the Board's policy applicable to parental observation and visitation of classroom activities.

### **ARTICLE 7** **Vacancies and Promotions**

- A. A vacancy shall be defined, as when a new teaching position is created or when a teaching position is vacated by an employee who has resigned or otherwise been terminated. Positions eliminated by Board action shall not be considered vacancies.
- B. Whenever vacancies in a bargaining unit position or administrative position shall occur the Superintendent will post the position(s) or mail the posting to the DEA President during the summer months. During the summer months an ICEA designee shall be notified. Any teacher may apply for any vacancy in either a bargaining unit position or an administrative position.
- C. In filling bargaining unit vacancies, the Board agrees to give due weight to the professional background of all applicants.

Should certification, amount of accredited hours training in the subject matter, length of time since training in the subject matter, amount and length of time since the teacher has had experience in the subject matter, and general teaching criteria be equal, then seniority in the District will become the deciding factor after the provisions for recall have been met in filling bargaining unit vacancies.

- D. When a vacancy (or vacancies) in a bargaining unit position exist after the provisions for recall of district teachers have been met, the Board will post a notice of such vacancy (or vacancies) with the President of the Ingham Clinton Education Association. It will be the responsibility of the ICEA to keep the Superintendent informed as to the current mailing address of its President.
- E. The Board and the Association recognize that involuntary transfers may be necessary to implement the provisions of layoff and recall.

**ARTICLE 8**  
**Leave Policy**

- A. Sick Leave: Sick leave with pay shall be allowed to each full-time employee amounting to ten (10) days per year, accumulative to ninety-five (95) days. Each employee shall receive ten (10) days per year regardless of the number he/she has accumulated; however, these days only may accumulate to the maximum of ninety-five (95). In addition, teachers will have access to a bank of sick leave days established in the 1975-76 school year. When workers' compensation or a disability policy held by the District begins, sick leave days will not be paid or deducted from the bargaining unit members accumulated sick days.
1. Sick leave shall be granted for and include personal illness or physical disability of the employee. The purpose of sick leave is to cover the period of illness or physical disability.
  2. Sick leave days may also be utilized for illness in the immediate family. Immediate family is defined as relatives living in the same household as the employee and the employee's parents and parents-in-law.
  3. Any teacher who willfully abuses, misrepresents, or otherwise violates use of sick leave may be subject to disciplinary action such as loss of accumulated sick leave, docking of pay, or in cases of repeated violations, dismissal.
  4. A teacher unable to report for duty because of illness or emergency shall, when possible, call the Capital Area Substitute System in accordance with the established rules and procedures.
  5. It is the custom and practice of the District to grant sick leave and business days to teachers at the beginning of the school year. Leave days are earned by being in attendance for the full work year. Days given in advance will be deducted if the employee does not perform the attendance requirement. A fraction of a day will not be deducted for any employee, if the full attendance requirement is not met.
- B. Provided written notice of retirement is submitted by the teacher to the Superintendent on or before March 1 of the school year of retirement, the teacher will be eligible for one-half (1/2) day's pay for each unused sick day up to a maximum of sixty-five (65). Otherwise, at retirement, the teacher will be eligible for one-half (1/2) a day's pay for each unused sick day up to a maximum of fifty-five (55). (Retirement is as defined by the Michigan Public School Employees' Retirement System.)
- C. Sick leave bank - Each bargaining unit member shall contribute one day upon initial employment to the sick leave bank.

1. Each teacher must use his/her own sick days before drawing on the above bank. Any days used from the bank are to be repaid. Repayment shall commence in the fall of the following year and other years until repaid. Repayment shall be limited to no more than five (5) days per year, except that a teacher may voluntarily repay more than five (5) days per year. Teachers leaving the district owing days to the above bank will be required to reimburse the District monetarily for days owed. Upon reimbursement such days shall be restored to the bank.
  2. In the event the days in the sick bank are depleted, each teacher will contribute one day of his/her accumulated sick leave to replenish the bank.
  3. Whenever possible, requests for sick bank days must be made in writing and accompanied by appropriate verification either before or after use. It is understood that the granting of sick bank days is not automatic. Approval will be based on a majority decision of the sick bank committee.
  4. An individual, in order to be eligible for paid sick bank days, must be ill a minimum of two (2) consecutive workdays. The two (2) day period may be waived for subsequent leave requests for the same illness or incident.
  5. The Board must be notified in writing by the ICEA as to the number of days granted from this bank to each individual teacher. The Association must keep reasonable records which are subject to review by the Board.
  6. Reasons for use of sick bank days in this section shall be identical to reasons for use of sick days in this Article.
  7. The maximum number of sick bank days which a person may draw shall not exceed any of the following for any given incident: (1) time to qualify for any Board sponsored LTD policy which may be in force, (2) the end of the then current school year although a person who is qualified for sick bank days will qualify for sick bank days at the start of the next school year, or (3) ninety (90) working days.
  8. The sick bank committee will consist of three ICEA representatives and the Superintendent or his designee as a non-voting member.
  9. The Association agrees that the sick bank is vested in control of the Association as established herein and, therefore, not subject to the grievance procedure. The Association saves the Board harmless for actions of the sick bank committee.
- D. Business Leaves: The parties agree there may be personal conditions or circumstances, which may require teacher absenteeism for other reasons than heretofore mentioned. The Board agrees that such leave shall not exceed two days per school year. The Board further

agrees that these days shall accumulate into the teacher's sick leave accumulation if unused. These days which will not be deducted from sick leave, and are not to be accumulated, may be used under the following conditions:

1. This leave shall be used only in situations of urgency, for the purpose of conducting personal business which is difficult to transact on the weekends, after school hours or during recess periods.
2. Teachers desiring to use such leave shall request in writing to the principal at least three (3) working days in advance of the anticipated absence except in cases not anticipated, in such case, the teacher shall apply as soon as possible. The general reason, unless extremely confidential, shall be briefly explained on the request. The Administrator shall respond to such request within 24 hours unless circumstances make it impossible to do so.
3. It is understood such leave shall not be used for extending recesses or granted for the first or last day of the school year nor on the first two (2) working days preceding or two (2) days following a recess period or holiday.
4. An employee who has accumulated over seventy-five (75) days of compensable leave as of June 30 of any contract year, shall be entitled to an additional one (1) day over and above those stated in paragraph D, of this Article, in the following contract year.

E. Bereavement Leave:

Teachers shall be granted up to five (5) days bereavement leave for the death of a family member. Family member shall be defined as spouse, child, parents, brother, sister, grandparents, parents in-law, or grandchildren. Up to three (3) days shall be granted in the death of a person living in the same household, or other relative. If additional days are needed, as in the death of a spouse or child, this time would be charged to sick leave. If a teacher was required to represent the faculty at a funeral, bereavement time would be used.

F. Child Care Leave:

1. The Board shall grant a child care leave for up to (1) one year. The Board will re-employ all teachers at the end of this one (1) year child care leave in the same or comparable position.

This leave is intended to be limited to:

- a) Use for a natural, adopted, step or foster child under the age of six (6), or
- b) Use of an adopted, step or foster child, age six (6) or older, provided the initial leave must commence within one (1) year of arrival or placement of the child in the home, or

- c) Use for providing care for a teacher's seriously ill or handicapped natural, adopted, step or foster child, regardless of the child's age, where the physician certifies that the personal care of the teacher will be beneficial to the treatment of the child or is necessary for the teacher's health.
  2. This leave will be renewed for one year upon the teacher's request. Such request shall be made to the Board not less than sixty (60) calendar nor more than ninety (90) calendar days before the expiration of the leave of absence. The Board will re-employ all teachers on renewed childcare leave in the same or comparable position.
  3. The employee agrees not to accept full-time employment during the period of the leave without prior approval.
  4. A teacher returning from a second year child care leave shall notify the Board not less than sixty (60) days prior to the expiration of such leave if there is intent to return.
  5. A teacher returning from leave provided for in this paragraph shall be placed on the step of the salary schedule from which he or she went on leave unless he or she was employed for at least fifty (50) percent of his or her last teaching year, in which case he or she shall advance to the next step.
- G. In the event it is necessary to grant a leave of absence to a teacher for health reasons or by reasons of incapacity, all fringe benefits shall be continued subject to the rules and regulations of the carrier for a period of up to one (1) year. Such vacancy shall be filled on a temporary basis for the balance of the school year and year following if necessary. At any time during this period the teacher may return at the beginning of the next marking period after specifying in writing such a desire at least thirty (30) days prior to the next marking period. Statements from doctor(s) approved by the Board may be required before the teacher may return to his/her position.
- H. If or when it becomes necessary to determine the daily salary of any particular employee for the purpose of loss of pay, it shall be figured by dividing the yearly salary by the actual number of days that the school employee is required to be on the job.
- I. Leave (up to 10 days) without pay may be granted to any employee at the discretion of the Superintendent. The Board of Education may grant leaves of greater duration. Upon expiration of such leave the teacher shall be returned to his/her position or position of like nature, seniority and pay.
- J. 1. Substitute teachers' pay is to be determined by the Intermediate School District. Other days for which an employee shall receive regular pay if approved by the Board of Education prior to absence may be inservice meetings or conventions generally attended by teachers of the immediate area.

2. Comprehensive plans for at least the first day's work must be readily available.
- K.
1. For purposes of this Agreement, job sharing shall be considered a partial leave of absence.
  2. The parties agree that job sharing arrangements shall be restricted to two (2) currently employed teachers sharing one (1) full-time position in kindergarten and grades 3-12.
    - a. Agreement to share a full-time job assignment shall commit the teacher(s) for not more than one (1) year and shall expire with the last workday of each school year.
    - b. The teacher(s) shall have the options of renewing the established job sharing assignments, creating another job sharing assignment or returning to a position equivalent to that held previous to the job sharing assignment.
    - c. While involved teachers may choose the assignment to be shared, it is expressly understood that upon dissolution of the shared assignment the more senior teacher shall retain incumbent building rights and the junior teacher shall be considered displaced.
    - d. The junior teacher shall have the right to displace the teacher with the least district-wide seniority provided she/he has the necessary certification and qualification.
    - e. Should the junior teacher not possess the necessary seniority and certification to effect paragraph d. above, she/he shall have the option of creating another job sharing assignment or be subject to layoff.
  3. Job sharing situations shall be arranged by the teachers involved and presented to the Superintendent of Schools and the Association President by May 1 annually. The foregoing May 1 may be extended upon mutual agreement of the parties.
  4. In order to establish a shared job assignment, the involved teacher shall:
    - a. Schedule the work time and designate the responsibility of each for the class, morning and afternoons: class hours at the secondary level, etc.
    - b. Provide a description of how the teaching responsibilities are to be shared for the approval of the building administrator who is responsible for supervising the job sharing team.
    - c. Provide a brief description of the process to be used in communicating with the immediate supervisor and with the partner in job sharing.

5. Teachers in a shared job assignment shall substitute teach in the other's absence whenever possible. The substituting teacher shall be compensated at the per diem substitute rate.
6. A job sharing arrangement cannot be implemented if it would cause a seniored part-time teacher from assuming a desired full-time position.
7. The Board of Education reserves to itself the final right to approve or deny all shared teaching assignments.
8. Teachers in a shared job assignment shall accrue seniority and salary schedule credit as if employed full-time.
9. Employment in a job sharing position is subject to the terms and conditions outlined in this Article and the Master Agreement negotiated by the Board and the Association.
10. In all situations involving job sharing, such assignments would be considered only for teachers who have voluntarily agreed to work together.
11. Teachers in a shared job assignment receive the prorated share of salary which reflects the fraction of time the position is shared and as provided in the Master Agreement. The teacher shall also receive the prorated fringe benefits as provided in the Master Agreement. Sick leave and individual leave days shall be accrued as specified in the Master Agreement.
12. Participation in a job sharing program shall be voluntary. Refusal to participate in a job sharing program shall not be grounds for any discipline nor shall a refusal diminish any rights a teacher might have under the Collective Bargaining Agreement.
13. Three (3) days of work per week equals sixty percent (60%) of full salary; A.M. or P.M. teaching (1/2) day equals fifty percent (50%) of full salary.

**ARTICLE 9**  
**Teacher Evaluation**

- A. It shall be the responsibility of the Administration to reprimand teachers who are in violation of this contract and/or the policies and procedures of the Board of Education, and take whatever action is necessary to resolve the violation.
- B. All teacher reprimands should be handled on an individual basis between teacher and administrator.



- C. Upon request, a teacher shall be entitled to have a union representative (designated by ICEA) present during all formal evaluations, warnings or reprimands (formal defined as a conference where the teacher will be receiving written notification) and all suspension, reduction in rank or discharge. It is the teacher's responsibility to secure a union representative as soon as possible. If no representative is available, the meeting will be postponed until the following day. ICEA shall have a representative available the following day.

It is the Union's responsibility to inform the Board and Administration of all designated union representatives prior to the beginning of the school year.

- D. It is the responsibility of the Administration to give a written evaluation of each tenure teacher at least once every three years. Formal evaluations may be conducted each year or several in any one year at the sole discretion of the Administrator. In the event observation reports are made in years the teacher is not formally evaluated, a report will be given to the teacher and a copy placed in the personal file. In years the teacher is not formally evaluated, the teacher and principal will jointly develop a teacher improvement plan. This plan will not become part of the teacher's personal file. It is recognized the teacher improvement plan will take many forms depending on the individual teacher, teaching assignment and the principal.

Probationary teachers will be evaluated at least three times each year by November 30, January 31, and March 31, except where circumstances render it impossible to do so. Such circumstances shall be defined as extreme absence by the teacher and/or the evaluating supervisor. In any case the teacher will receive the formal written evaluation as soon as the condition causing the delay ceases to exist.

All formal evaluations shall be on the form attached as Appendix D. The form will be dated and signed by the administrator giving the evaluation. All evaluations shall be conducted openly with the full knowledge of the teacher.

- E. Section 1526 of the School Code of 1976, as amended by PA 339 (1993), required that "for the first three years of employment in classroom teaching, a teacher shall be assigned by the school to one or more master teachers, college professors, or retired master teachers, who shall act as a mentor to the teacher."

In order to formally implement a Mentor Teacher Program, the District and the Association have established the following policy:

1. Purpose of Program: This Program shall be in place to assist beginning teachers who are new to the profession. The purpose of the Mentor/Mentee relationship include: assisting the Mentee to gain an understanding of best practices for quality instruction; providing a one-to-one relationship with an experienced and mature educator as the Mentee becomes acclimated to his/her role as a teacher; and ensuring that the District's educational philosophy is being imparted to the Mentee.

2. Mentor Qualifications: Mentor Teachers will be appointed on a voluntary basis. Current teachers willing to serve in this capacity will submit their names to the principal or supervisor in accordance with any procedures adopted by the District. In order for a current staff member to serve as a Mentor Teacher, he/she must be tenured and have completed at least five (5) years of successful teaching, with three of those in the Dansville Schools, and the staff member must also have consistently demonstrated excellence in teaching.

It is understood that in order to implement Section 1526 and deal with special situations which may arise, Mentor Teachers may be selected from among professional personnel outside the District (such as college professors or retired professional employees) as well as from the instructional staff or administrative staff within the District.

3. Appointment of Mentors: The selection and appointment of all Mentor Teachers will be the responsibility of the District in its sole discretion. When feasible, the Administration may seek input and recommendations from the building school improvement team or other staff advisor(s).

In selecting Mentors, the District will make reasonable efforts to match Mentor/Mentee in regard to compatibility, expertise, and common release time. Mentors shall have demonstrated exemplary classroom management skills and shall have kept abreast of the latest methods in professional teaching technique.

4. Mentor Training: Selected Mentor Teachers will be required to participate in staff development programs on mentoring provided by the District or its designee and to perform other duties outlined by the District and required by the Tenure Law. All of these activities and duties will be for the express purpose of helping beginning teachers become more effective instructors.

5. Mentor Duties: Mentors shall provide individualized assistance, support and constructive critique to Mentees for the purpose noted in Section 1 above.

The Mentor/Mentee will confer before or after student hours, or at common release times such as lunch or conference periods, for the purpose of setting goals or to assess goal attainment, for no less than 30 minutes per week. Notes shall be maintained by Mentors but are not part of the Administrators formal evaluation process. Mentors will regularly confer with the Mentee's building principal for the purpose of ensuring that the Mentor's suggestions and recommendations are consistent with the principal's policies and expectations in that building.

Mentors shall make personal observations in the Mentee classroom on mutually agreed upon days. The building principal may attend pre- and post- conferences held in conjunction with such observations. Mentors who are also current staff members shall be granted paid release time on the schedule below for the purpose of

conducting in-class observation of their Mentee(s). The dates of such release time shall be mutually established between the Mentor and the building principal and the building principal will arrange with a substitute teacher to cover the Mentor's regular teaching assignment on such release days.

1<sup>st</sup> and 2<sup>nd</sup> year probationary Mentees = 4 half-days (1 half day per 9 weeks) 3<sup>rd</sup> and 4<sup>th</sup> year probationary Mentees = 2 half-days (1 half day per semester).

6. Mentor Compensation: Mentors shall be paid an annual stipend of Five Hundred Dollars (\$500) per Mentee, which shall be paid in equal installments throughout the course of the year.

## **ARTICLE 10**

### **Protection of Teachers**

- A. The Board recognizes its responsibility to continue to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Each teacher, however, bears the primary responsibility for maintaining proper control and disciplinary actions and methods invoked by them shall be in accordance with established Board policy. Whenever it appears that a particular pupil requires special attention, the teacher shall advise the principal in writing, and if the principal concurs and such help is available, reasonable steps shall be taken to provide such special attention as required.
- B.
  1. A case of assault upon a teacher shall be promptly reported to an administrator. The Board will provide legal counsel in connection with handling of the incident by law enforcement and judicial authorities.
  2. The Board will reimburse teachers for any loss, damage or destruction of personal property (to the extent such loss is not covered by Personal Auto or Household insurance, up to a maximum of two hundred fifty dollars [\$250]), including the vehicle of the teacher, where the loss arises directly out of the teacher's employment responsibilities and occurs while on duty in the school building or on the employer's premises. Applications for reimbursement shall include appropriate documentation as required by the Board. Teachers must notify and file with the police prior to receiving any reimbursement. Personal property that is customarily within the scope of normal employment will be covered. Items clearly excessive and not necessary to the performance of the teachers' job will not be covered.
- C. Any complaints by a parent of a student against a teacher shall be called to the teacher's attention at the Superintendent's or building principal's discretion, provided however, that all complaints by parents that are entered in the personnel file of a teacher be given to the teacher in written form by the Superintendent or building principal.

- D. Pupil Removal: A teacher may remove a pupil from class to a place designated by an administrator when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will promptly furnish the principal full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the principal with the teacher.
- E. Teachers are prohibited from the use of corporal punishment as defined in section 1312 of the Revised School Code MCL 380.1312 and will use only reasonable physical force with a student in accordance with the provision of section 1312 of the Revised School Code, MCL 380.1312. The Board shall annually provide teachers with a copy of the School Code provision and the policies and directives of the Board pertaining to the use of physical force to maintain discipline. Any revisions or modifications shall be promptly provided to all teachers. Communication of this information may be accomplished in the Teachers Handbook or by separate memorandum.

The Board will purchase and maintain a liability policy with a minimum of \$1,000,000 of coverage to protect teachers from acts which they are alleged to be responsible that occur in the course of their employment.

#### **ARTICLE 11** **Negotiation Procedures**

- A. This Agreement shall become effective upon ratification by the bargaining unit membership and the Board of Education. Matters not specifically covered by the Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of the agreement upon written request by either party to the other.
- B. Not later than April 15 prior to the expiration of this Agreement, the parties shall begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification of the Board of Education and of the membership of the Dansville Education Association and ICEA Governing Board, but the parties mutually pledge that their representatives shall have all necessary power to make and consider proposals and make concessions.
- D. Copies of the Agreement shall be printed at the expense of the board and presented to all teachers now employed or hereafter employed by the board.
- E. This Agreement shall supersede any rules, regulations, or practices of the Board which shall

be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and considered part of the established policies of the board.

**ARTICLE 12**  
**Grievance Procedure**

- A. A claim by a teacher that there has been a violation, misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided. Such grievance shall be submitted to the following grievance procedure, with the exception of matters covered by the Teacher Tenure Law.
- B. The number of days indicated at each step of the Grievance Procedure should be considered as maximum and every effort should be made to expedite the grievance process. Any time may be extended by mutual consent.
- C. The failure of a grievant to proceed from one step of the Grievance Procedure to the next step 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.
- D. The failure of an administrator to communicate his decision to the teacher within the specified time limits shall permit the teacher and/or Association to proceed to the next step in the Grievance Procedure.
- E. In the handling and processing of a grievance, the following procedure shall apply:

Level One - A teacher believing himself wronged by an alleged violation of the express provisions of this contract shall within fifteen (15) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant(s) or a representative of the Association;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract alleged to have been violated;

5. It shall contain the date of the alleged violation; and
6. It shall specify the relief requested.

**Level Two** - A copy of the written grievance shall be filed with the Superintendent with the endorsement thereon of the approval or disapproval of the Association. Within ten (10) days of receipt of the grievance, the Superintendent shall arrange a meeting with the grievant(s) to discuss the grievance. Within five (5) days of the discussion, the Superintendent shall render his decision in writing, transmitting a copy of the same to the grievant, the grievance chairman, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

**Level Three** - Upon proper application as specified in Level Two, the Board shall allow the teacher or his Association Representative an opportunity to be heard at the meeting for which the grievance was scheduled. This scheduling is to be within one (1) month of submission of grievance to the Board. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one (1) or more of its members to hold future hearings therein or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

**Level Four** - Grievances not represented by the Association will not be submitted to arbitration.

If the grievance remains unresolved at the conclusion of Level Three, it may be submitted for binding arbitration at the request of either party, provided written notice of the request for submission to arbitration is delivered to the Board or Association within fifteen (15) days after the date of the decision under Level Three. Following the written notice of request for submission to binding arbitration, the Association and a representative of the Board shall attempt to select an arbitrator.

If mutual agreement on the selection of an arbitrator cannot be reached within five (5) days after the date of the request for submission to arbitration, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other.

- F. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  2. He shall have no power to rule on any of the following:
    - (a) The termination of services or failure to re-employ any probationary teacher. The termination of a probationary teacher shall be governed by the requirements of the Michigan Teacher Tenure Act for non-renewal of probationary teachers and according to the procedure set forth in Article IX Section E of this Agreement.
    - (b) The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
  3. In rendering decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
  4. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  5. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association, subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
  6.
    - (a) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source of a like nature during the period of the back pay.
    - (b) No decision in any case shall require a retroactive wage adjustment in any other case unless previously agreed to by the parties.
  7. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

8. More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- G. The cost of arbitrator shall be borne by the non-prevailing party except each party shall assume its own cost for representation including any expense of witnesses.
- H. Miscellaneous
1. A grievance may be withdrawn at any step without prejudice.
  2. The Association shall have the right to initiate a grievance involving the right of a teacher(s) unless the Association is requested in writing not to initiate the grievance by the teacher(s).
  3. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
  4. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association Representative are to be at their assigned duty stations.
  5. All time limits in the grievance procedure shall refer to working days.
  6. No grievance shall be filed for or by any teacher after the effective date of his resignation.
  7. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this Agreement.
  8. If any teacher has a grievance regarding any condition of employment covered by the Michigan Tenure Act, such grievance shall be dealt with exclusively through the provisions of said Act and the established procedures thereof.
  9. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.
  10. In the event the alleged grievance involves an order, requirements, etc., the grievant shall fulfill or carry out such order or requirements, etc., pending the final decision of the grievance.



11. Mass grievances on the same subject shall be handled by the Board as one grievance and the answer directed to the Association Representatives.
12. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the Employer; provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Employer is not inconsistent with the terms of this Agreement and shall not establish precedent.

### **ARTICLE 13** **Strike Prohibition**

The Association recognizes that strikes, as defined by Section 1 of the Michigan Public Employment Relations Act, MCL 423.201, as amended, by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement it will not direct, instigate, participate in, encourage or support any strike, as defined by Section 1 of the Michigan Public Employment Relations Act, MCL 423.201, by any teacher or group of teachers employed by the Dansville Schools.

### **ARTICLE 14** **Professional Development**

- A. The Association and the Board recognize the importance of ongoing curriculum development, school improvement, effective schools and other similar descriptors for the purpose of improving student performance and meeting state and federal mandates. Both parties pledge their total support of the time and efforts to accomplish goals adopted by the Board. Participation during the workday may be required of teachers with expertise and knowledge of the aforementioned descriptors. Participation beyond the regular workday is voluntary.
- B.
  1. Staff Development time is a once-per-week, district-wide time during the regular work day, when students are not present. It is for the entire staff to plan, brainstorm, coordinate and be trained on improvements that will directly enhance the educational experiences of students in Dansville Schools. Examples of how staff development time may be used are as follows, but not limited to the following examples: customer sensitivity training, technology integration training, curriculum alignment, grade level meetings, cross grade level meetings, subject area meetings, marketing of Dansville Schools.
  2. Staff development time will not be used for grading papers, visiting, or personal errands. The aforementioned list is not exhaustive and are examples only.

3. All faculty members are required to attend and participate. Exceptions will be granted by the Superintendent only. If a faculty member is at work and needs to be elsewhere, he/she shall put same in writing and submit the request to the Superintendent three (3) work days prior to the staff development day. The Superintendent will respond in writing within one (1) day. A record of these exceptions will be maintained.
  4. A committee composed of three teachers appointed by the Association and the three building principals shall be the steering committee to determine topics and activities for the staff development time. The Superintendent shall be an ad-hoc member of the committee. The committee may add other faculty or other resources as desired.
  5. The steering committee may devise activities and topics for the entire faculty or it may segment the faculty for activities and topics for homogenous groups of teachers.
- C. Subject to administrative approval, any teacher may have, in addition to his sick leave, additional days to attend conferences in his field; in most cases not to exceed two (2) days per year. Arrangements must be made two (2) days in advance of the conference.
- D. Professional Conferences: Teachers shall be reimbursed for travel, (at the rate of \$0.15 per mile), lodging, if necessary, and registration fees for attendance at professional conferences if approved in advance by the administration. Reimbursement under this provision shall not exceed the budget allocation for purpose (\$1,000).

## **ARTICLE 15**

### **Teacher Agency Shop - Dues Checkoff**

All personnel defined in the recognition clause of this Agreement shall, within thirty (30) days after his/her date of hire sign and deliver to the Association an authorization, which form shall be provided by the Association, for membership in the Association, MEA and NEA or pay the equivalent fees and assessments as paid by members or the reduced Agency Fee. It is agreed by the parties that the Association, to enforce payment of dues, shall have the right to collect such dues via a court of competent jurisdiction. It is further agreed that the Board shall transmit all dues collected with the first pay day of October. The Association shall save the Board harmless from any lawsuit as a result of this Article with the Association retaining the right to select legal counsel and make an out-of-court settlement.

If any teacher objects to the amount of the deduction as it may relate to political action, or whatever, that is expressly understood to be an internal union problem. The Board has no responsibility for computing or defending deduction amounts or purposes. The Board's sole obligation in this matter is to deduct according to the amounts certified by the Association to the Administration.

The Association will save and hold the Board harmless for any errors, illegality, or impropriety that is later discovered in the Association's certification.

Any teacher presently employed who has previously signed a dues deduction may refuse to sign another if their conscience so dictates. They will be permitted to rejoin but not withdraw again but while not a member must render to the Association either the equivalent fees or the reduced Agency Fee.

## **ARTICLE 16** **Layoff and Recall**

- A. In the event of a reduction in teaching staff, the order of the reduction shall be:
1. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.
  2. If the reduction of teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this Section shall be made in the inverse order of seniority, i.e. those with the least seniority are to be laid off first. For the purpose of this Article "seniority" is defined to mean the amount of time an individual is continuously employed as a certificated teacher within the school district. Such seniority shall be measured from the first day of employment scheduled on the job.  
  
Should there be a tie in employment dates of persons scheduled for layoff, the teacher(s) retained of those tied shall be those with the greatest experience in the position(s) remaining whether such position(s) are created by exercising a necessary bump or assuming a scheduled position.
  3. A tenure teacher who is laid off pursuant to this Article has the right to be placed in a teaching position for which he or she is certified and qualified to fill and which is occupied by a teacher with less seniority. If more than one position exists for which the laid off teacher is certified and qualified, then the laid off teacher will be placed in the position occupied by the teacher with the least seniority. For the purposes of this Article "qualified" shall be defined in the following manner:
    - a) For placement in a Pre K-6 grade level position, a tenure M.S. or H.S. teacher is qualified if he/she has:
      - 1) Elementary Certification, or
      - 2) If the teacher has a minimum of one (1) year's experience at the Pre

K-6 level within the last five (5) years of employment with the District.

In addition to the above requirements the teacher must have a minimum of six (6) hours credit in elementary reading methods. If the teacher does not have at least six (6) hours of credit in elementary reading methods he/she will temporarily be considered qualified until he/she has completed at least six (6) semester hours of credit in elementary reading methods at an accredited institution of higher education. Such additional credit hours must be successfully completed within two (2) years of the assignment at the Pre K-6 level; with at least two (2) hours completed prior to the beginning of the second (2nd) year. Failure to have successfully completed two (2) hours prior to commencement of the second (2nd) year or failure to complete six (6) hours prior to commencement of the third (3rd) year will disqualify the teacher for the position. In the event of disqualification as contained herein the provisions of paragraph "3. a) 2)" shall not apply.

b) For placement in a grade 7-8 teaching position a tenure Elem. or H.S. teacher is qualified if he/she has:

- 1) A major in the subject area, or
- 2) A minor in the subject area, or
- 3) Is Middle School certified by the Dept. of Education, or
- 4) Possesses an additional endorsement issued by the Dept. of Education in the subject area, or
- 5) If the teacher has a minimum of one (1) year experience at the secondary level (7-12) within the last five (5) years in the specific subject area.

Elementary certified tenure teachers or tenured teachers who have a minimum of six (6) hours credit in reading will be qualified to teach reading in grades 7-8.

Teachers with certification in "grades 7-8 all subjects" or "K-8 all subjects" and who do not meet any of the requirements as listed above will be deemed qualified to teach Language Arts, Math, Science and Social Studies at grades 7-8 if they pass a subject area test(s) in the subject area(s) of possible assignment. Successful completion of the test(s) must occur by the commencement of the student school year or nine (9) weeks after the assignment is made, which ever occurs latest. If the test(s) are administered after the beginning of the student school year and not successfully passed within the timelines provided herein, the affected teacher shall be placed on layoff effective at the end of the first marking period.-The test shall be the test instrument used by the State of Michigan to determine certification of teachers.

In addition, if the teacher has not taught within the specific subject area (grades 7-12) within the past five (5) years nor taken any course work in the subject area, he/she will temporarily be considered qualified until he/she has completed six (6) hours of

credit in the subject matter at an accredited institution of higher education. Such additional credit hours must be successfully completed within two (2) years of the assignment at the 7-8 grade level; with at least two (2) hours completed prior to the beginning of the second (2nd) year. Failure to have successfully completed two (2) hours prior to commencement of the second (2nd) year or failure to complete six (6) hours prior to commencement of the third (3rd) year will disqualify the teacher for the position. In the event of disqualification as contained herein the provisions of paragraph "3. b) 5)" shall not apply. If additional credit hours are required as contained herein in more than one (1) subject area the two (2) year time limit may be extended by the Superintendent.

- c) For placement in a grade 9-12 teaching position a tenure Elem. or M.S. teacher is qualified if he/she has:
- 1) A major in the subject area, or
  - 2) A minor in the subject area, or
  - 3) Is certified by the Dept. of Education in the subject area, or
  - 4) Possesses an additional endorsement issued by the Dept. of Education in the subject area, or
  - 5) If the teacher has a minimum of one (1) year experience at the secondary level (7-12) within the last five (5) years in the specific subject area.

In addition, if the teacher has not taught within the specific subject area (grades 7-12) within the past five (5) years nor taken any course work in the subject area, he/she will temporarily be considered qualified until he/she has completed six (6) hours of credit in the subject matter at an accredited institution of higher education. Such additional credit hours must be successfully completed within two (2) years of the assignment at the 9-12 grade level; with at least two (2) hours completed prior to the beginning of the second (2nd) year. Failure to have successfully completed two (2) hours prior to commencement of the second (2nd) year or failure to complete six (6) hours prior to commencement of the third (3rd) year will disqualify the teacher for the position. In the event of disqualification as contained herein the provisions of paragraph "3. c) 4)" shall not apply. If additional credit hours are required as contained herein in more than one (1) subject area the two (2) year time limit may be extended by the Superintendent.

For the purposes of this Article, "qualified" shall include meeting all applicable accreditation standards and all criteria for a "Highly Qualified" teacher under the No Child Left Behind Act of 2001 and its implementing regulations, 34 CFR 200.55-200.56 in addition to possessing the required grade level and subject certification(s) for the position.

4. The expenses of any training required by paragraphs A(3) a-c above shall be incurred by the teacher.

5. The Board will provide a current seniority list annually and/or prior to impending layoff of bargaining unit members. The Association and the Superintendent agree to meet and establish a seniority rank number, from greatest to least, for such a list.
6. "Seniority" shall be credited to administrators only for years of classroom teaching within the Dansville Schools.
7. Should reduction in hours take place, highest seniority teachers shall be retained in such a manner and to the extent possible in order to maintain a full contract day or year.
8. Teachers on layoff who can provide verification of college or university sponsored additions to their certifications (verification shall mean a letter from the university advisor or faculty outlining requirements for the certification and enrollment in the courses indicated and intent of the university to recommend the teacher for the additional endorsements), may exercise their seniority rights in the new certification if they notify the Board at least thirty (30) days before the first day of school. Failure to complete such additional certification requirements shall forfeit exercising the right of this provision until the beginning of the next school year.
9. Teachers involved in layoff will receive at least sixty (60) days notice of impending layoff. Only in case of extreme financial hardship such as unanticipated loss of revenue causing immediate reductions may such notice be less than sixty (60) days. In any case a thirty (30) day notice will be provided if possible.
10. Laid off teachers shall receive first priority in substituting for the school district. If the only offering for such subbing is outside the teacher's certification and qualification area, the District may utilize alternative substitutes.
11. Approved leaves of absence shall not cause an interruption of continuous seniority; although seniority shall not accrue during leaves. Seniority for laid off teachers shall accrue uninterrupted except that probationary teachers shall not accrue beyond two years while on layoff.

**B. Recall Procedures**

1. Teachers on layoff will have rights to recall for three (3) years after their layoff. After the three (3) year period they will be removed from the recall list.
2. Any teacher on layoff shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy. No new teachers shall be employed by the Board while there are teachers of the District who are laid off unless there are no laid off teachers with proper certification and qualification to fill any vacancy which may arise.

3. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. The teacher's address as it appears on the Board's records shall be conclusive with layoffs, recall, or other notice to the teacher. If a teacher fails to report within ten (10) workdays excluding holidays or does not indicate a desire to return to the position offered within the time, said teacher shall be considered a voluntary quit and shall thereby terminate his/her individual employment contract. If a teacher indicates a desire to return within the time limit above and is under contract to another school district, he/she shall have until the end of the semester in which he/she was recalled to return. It is understood that the teacher will make every effort to return as soon as possible.
  4. When vacancies occur while teachers are on layoff, laid off teachers shall, if certified and qualified for the position, be offered the position prior to any posting. If however, a position is reinstated that was previously held by a teacher that was displaced from the position and that teacher is not on layoff, such teacher shall have the opportunity to return to the reinstated position if the return does not prevent the recall of a laid off teacher.
- C. The individual contract, executed between each teacher and the employer, is subject to the terms and conditions of this Agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.
- D. No test or test scores, except as specifically provided for in Section "A" above, shall be used as an evaluation tool.

**ARTICLE 17**  
**Duration**

This Agreement shall become effective on July 1, 2003, and shall continue in effect through June 30, 2007. In witness whereof, the parties have caused this Agreement to be executed by their authorized representatives.

BOARD OF EDUCATION

Mark W. Collins  
President

Janice A. Sweers  
Secretary

INGHAM CLINTON EDUCATION ASSOCIATION

Don Johnson  
President ICEA

Alice Beniger  
Secretary ICEA

**APPENDIX A**  
**Salary Schedules**

A. 2003-2004

The 2002-2003 salary schedule will be increased by one percent (1%) at each step of the salary schedule for calculation purposes only and will not be applied retroactively for compensation purposes. Teachers will be paid at their respective steps on the 2002-2003 salary schedule for their work during the 2003-2004 school year, which has already been paid to them during the 2003-2004 school year.

B. 2004-2005

The 2004-2005 salary schedule shall be calculated by increasing the 2003-2004 salary schedule [as calculated by the one percent (1%) increase in the 2002-2003 salary schedule] by one and one-half percent (1.5%) at each step. Teachers will be paid at their respective salary steps on the new 2004-2005 salary schedule for their work during the 2004-2005 school year.

C. 2005-2006

The salary schedule for the 2005-2006 school year shall be calculated by increasing the salary schedule for the 2004-2005 school year by two percent (2%) at each step. Teachers will be paid at their respective steps on the new 2005-2006 salary schedule for their work during the 2005-2006 school year (see Appendix D).

D. 2006-2007

The salary schedule for the 2006-2007 school year shall be open and will be determined by bargaining. However, should there be no agreement upon a salary schedule through bargaining prior to July 1, 2006, teachers will be paid according to the salary schedule computed as follows:

1. Compute the 2005-2006 "total cost of compensation for entire bargaining unit" by determining sum total paid by the School District toward salary, increments, longevity, benefits, FICA and retirement for all bargaining unit employees during the 2005-2006 school year.
2. Increase the 2005-2006 "total cost of compensation for entire bargaining unit" by the same percentage as the percentage increase in the School District's 2006-2007 Basic State Aid Foundation grant amount (per pupil) over the same amount in 2005-2006. This figure will be the 2006-07 "total cost of compensation" for Step 3 below. Provided, however, that for 2006-07 the percentage increase applied to compute the 2006-07 "total cost of compensation": described above shall be not less than 3.0% nor more than 3.0%, regardless of the actual percentage increase received in State Aid.



3. Deduct from the 2006-07 "total cost of compensation for the entire bargaining unit" the actual 2006-2007 sum total paid by the School District toward employee increments, longevity, benefits, FICA and retirement (computed on the basis of the 2005-2006 staff configuration). This figure will be the "amount available for application to the 2006-2007 salary schedule." If this figure is less than zero, then there will be no change in the 2006-07 salary schedule and Step 4 below will not be applied.
4. The "amount available for application to the salary schedule" will be applied as a uniform percentage increase to the entire 2006-07 salary schedule as set forth in Appendix B., based on the cost to the School District of each fractional percentage increase in the salary schedule (computed on the basis of the 2005-06 staff configuration). This adjusted salary schedule shall be the salary schedule for the 2006-07 school year (subject to any mid-year modifications in accordance with Section 4.a below).

In the event that the actual amount of change in any one of the factors (increments, longevity, benefits, FICA and retirement) is not known prior to the beginning of the 2006-07 school year, a recomputation will be made of the sum total of these factors, and the 2006-07 salary schedule increase described in Section 3 above will be recomputed and the amount of employee paychecks for the remainder of the school year will be adjusted to reflect the change in their total annual salary for 2006-07.

- E. Teachers shall be paid 26 pays for the duration of this contract. At the employees option a 26 pay employee may elect to receive the balance of their contract prior to the end of the fiscal year. The employee must notify the business office prior to April 15 if they elect to exercise this option.
- F. All teachers shall be given full credit up to five (5) years on the salary schedule for outside teaching experience in the same field. This may be extended to ten (10) at the Superintendent's discretion. Credit may be given for up to three (3) years experience in related fields.

#### **APPENDIX B** **Supplementary Pay Schedule**

Percentages will be applied only to the appropriate step of the B.A. salary schedule for those first appointed to the supplementary pay positions to which they are appointed and reappointed after the 2004-2005 school year.

Percentages will be applied to the appropriate step of the BA, BA+, MA, or MA+ salary schedule for those who were first appointed to the supplementary pay positions to which they have been reappointed prior to the 2005-2006 school year and continuously thereafter. Salaries will be based upon years of experience in the same or related activity.

Varsity Football	12%	Band	12%
Assistant	9%	Cheerleading	
JV Football	9%	Varsity & JV (per squad)	4%
Assistant	9%		
		FHA	6%
Cross Country	10%		
		Intramurals	\$14/hour
Varsity Basketball	12%		
JV Basketball	9%	FFA	6%
Freshman Basketball	6%		
8th Grade Basketball	4%	Senior Sponsor	2%
7th Grade Basketball	4%	Junior Sponsor	2%
		Combination Room	4%
Wrestling	12%	Yearbook Class Period	+4%
Assistant	9%	M.S. Yearbook	1%
		H.S. Science Olympiad (per sponsor)	3%
Track	10%	M.S. Science Olympiad (per sponsor)	4%
Assistant	9%	Play Director (per play)	4%
		Driver Education	\$17/hour
Varsity Baseball	10%	Summer Band	\$14/hour
JV Baseball	9%	Saturday School	\$14/hour
		High School Student Council	2%
Varsity Volleyball	12%	Middle School Student Council	2%
Assistant	9%	Quiz Bowl	1%
Freshman Volleyball	6%	SADD	1%
M.S. Volleyball (per team)	4%	Close-Up	1%
Asst. M.S. Volleyball	2%	Elementary Camp Teacher	2%
		Elementary Camp Director	1%
Softball	10%	National Honor Society	2%
JV Softball	9%		
		High School Color Guard	1%
Varsity Soccer	12%	Middle School Honors Club	1%
JV Soccer	9%		

1. Teachers involved in extra duties assigned by the Administration during the school day, such as substitution in a classroom on their own lesson preparation time, shall be compensated at the rate of \$20.00 per class period.
2. Teachers involved in extra duty assignments besides the regular school day, such as selling tickets, chaperoning dances, games, or on buses shall be compensated by the Board, not the sponsoring organization. Teachers will be paid quarterly at the rate of \$14.00 for each event, with the exception of dances after basketball games for which the rate will be \$7.00.
3. Positions which are added to the schedule shall be negotiated.

**APPENDIX C**  
**Fringe - Insurance Benefits**

I. Effective for the period July 1, 2003 through March 31, 2005, Fringe-Insurance Benefits will be provided as follows:

A. Full-time teachers:

Each full-time teacher is entitled to the insurance benefits as described in the Appendix. Part-time teachers shall be eligible for limited benefits as described in this Section.

1. Less than half-time teachers: Teachers assigned to less than half-time (computed on the basis of total daily duty time worked) will be eligible for a pro-rata Board contribution toward the cost of their insurance premium for Super Care I health insurance (based upon the same pro-ration formula applied for determination of salary in Article IV.F of this Agreement) provided, that such teacher elects to pay the remainder of the premium amount personally. Less than half-time teachers are not eligible for any cash option in lieu of contribution toward benefit premiums.
2. One-half time or more teachers: Teachers assigned to one-half time or more, but less than full-time (computed on the basis of total daily duty time worked) will be eligible for a pro-rata Board contribution toward the cost of their insurance premium for Super Care I health insurance (based upon the same pro-ration formula applied for determination of salary in Article IV.F. of this Agreement) provided, that such teacher elects to pay the remainder of the premium amount personally. In the alternative, a one-half time or more (but less than full-time) teacher may elect to waive the pro-rata contribution toward his/her health insurance premium and instead receive the dollar amount which the Board would have contributed (according to the formula described above) as a "cash option" in the same manner as described in Section C.2. below.

B. To be eligible for fringe benefits as specified in this Appendix employees must be able to perform the at work requirement with Dansville Schools before benefits are effective, in accordance with the carrier, rules and regulations if such exist. The Board waives the at work requirement for any faculty member who is physically disabled and who has been employed continuously for 10 years by Dansville Schools. The Board will pay up to six (6) months premium for the employee or until the LTD policy can be in effect and premiums are waived through the LTD policy. The provisions of FMLA shall run concurrently with the payment of these premiums.

C. Coverage:

1. The MESSA-PAK insurance package described below shall be offered to all eligible teachers. Each eligible teacher shall have the option of choosing either Plan A or Plan B, as described below:

**Plan A:**

- LTD (66 2/3%, Plan I 90 calendar days modified, \$2,500 maximum, Social Security Freeze, Alcoholism/Drug addiction 2 years, mental/nervous same as any other illness)
- Delta Dental E-007
- Negotiated Life \$25,000
- Vision VSP - 3
- Health - Super Care I

**Plan B:**

- LTD 66 2/3% same as above
  - Delta Dental E-007
  - Negotiated Life \$25,000
  - Vision VSP - 3
- Employees selecting "Plan B" shall also receive, in addition to the LTD, dental, life and vision insurance benefits described above, a dollar amount equal to the amount of the premium rate for "MESSA Super Care I (single subscriber rate)", as a "cash option" under the terms of the Dansville Schools "Cafeteria Plan" (as described in Section C.2. below). Employees electing to receive this benefit may also (as a separate election independent of the "Cafeteria Plan") direct this dollar amount to a tax deferred annuity (which satisfies the requirements of Section 403 b of the Internal Revenue Code) as a voluntary and elective contribution made through salary reduction (as described in Section C.3. below).
2. To implement the "cash option" provisions (as described above) for employees selecting "Plan B", the Board will establish a "Cafeteria Plan" in compliance with Sections 125 of the Internal Revenue Code. The "Cafeteria Plan" shall provide to employees electing "Plan B" a "cash option" amount (paid monthly) equal to the premium rate for MESSA Super Care I (single subscriber rate), in lieu of the health insurance provided in "Plan A". The program will become effective as of a date not more than ninety (90) calendar days from the date of execution of this Agreement. Benefits currently being provided to bargaining unit members shall continue as is until the newly negotiated benefits program is in effect.
3. Employees receiving a dollar amount as a "cash option" under the Dansville Schools "Cafeteria Plan", may elect (as a separate election independent of the "Cafeteria Plan") to direct this dollar amount to a tax deferred annuity (which satisfied the requirements of Section 403b of the Internal Revenue Code), as a voluntary and elective contribution made through salary reduction.
4. The Board shall make available the following tax sheltered annuity programs to (a) all employees electing to directly contribute into such annuity the amount of any

"cash options" they have received in lieu of health insurance and to (b) all employees desiring to participate on a voluntary basis. The Board shall pay the amount of any "cash option" contributions directly to the annuity company in twelve (12) equal monthly installments. Approved annuity companies include:

- A. American Express Financial Advisors, Inc.
- B. American Funds Service Co.
- C. Consolidated Financial Corporation
- D. Equitable
- E. Munder Funds
- F. Valic

Other companies presently holding annuities for employees continue to be eligible for deduction and payment, however new annuity contracts may not be taken out unless 5 or more employees will participate (and unless they qualify for Section 403b status).

- 5. Capital Area School Employees Credit Union: Teachers may participate in the Capital Area School Employees Credit Union through payroll deduction in accordance with the Board of Education payroll procedures.
- 6. If a bargaining unit member terminates for any reason whatsoever the member shall be entitled to have issued to him/her by the company, without further evidence of insurability, and upon application made to the company within 30 days after termination, and upon the payment of the premium applicable to the class of risk to which he/she belongs and to the form and amount of the policy at his/her then attained age, a policy of life insurance in any one of the forms customarily issued by the company except term insurance, in an amount equal to the amount of his/her protection under the group insurance policy at the time of his/her termination.
- 7. Changes in family status affecting any of the above insurance policies shall be reported by the employee to the Superintendent's office within 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.
- 8. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations set forth by the carriers in the Master Contract held by the policyholder.

9. For teachers age 65 who are eligible and enroll for Medicare, the Board will pay the cost of the premium and continue to provide supplementation of Medicare.
10. The Board shall provide the above described insurance programs until this collective bargaining contract terminates.

II. Effective for the period April 1, 2005 through June 30, 2006, Fringe-Insurance Benefits will be provided as follows:

A. Full-time teachers:

Each full-time teacher is entitled to the insurance benefits as described in the Appendix. Part-time teachers shall be eligible for limited benefits as described in this Section.

1. Less than half-time teachers: Teachers assigned to less than half-time (computed on the basis of total daily duty time worked) will be eligible for a pro-rata Board contribution toward the cost of their insurance premium for health insurance (based upon the same pro-ration formula applied for determination of salary in Article IV.F of this Agreement) provided, that such teacher elects to pay the remainder of the premium amount personally. Less than half-time teachers are not eligible for any cash option in lieu of contribution toward benefit premiums.
2. One-half time or more teachers: Teachers assigned to one-half time or more, but less than full-time (computed on the basis of total daily duty time worked) will be eligible for a pro-rata Board contribution toward the cost of their insurance premium for health insurance (based upon the same pro-ration formula applied for determination of salary in Article 4F. of this Agreement) provided, that such teacher elects to pay the remainder of the premium amount personally. In the alternative, a one-half time or more (but less than full-time) teacher may elect to waive the pro-rata contribution toward his/her health insurance premium and instead receive the dollar amount which the Board would have contributed (according to the formula described above) as a "cash option" in the same manner as described in Section C.2. below.

B. To be eligible for receipt of fringe benefits as specified in this Appendix for a particular school year, an employee must 1) first serve at least one day of active duty during that school year, or 2) be on approved paid leave of absence (including accumulated sick leave). Any employee who does not serve on active duty for the entire school year, and who in addition does not have sufficient accumulated paid leave to cover all days absent during said year, shall have his/her entitlement to Board paid fringe benefits for that school year capped at (1) the pro rata portion of the calendar year corresponding to the number of duty days which the employee either worked or used accumulated paid leave, or (2) the number of days of paid benefits to which the employee is entitled under FMLA, whichever is greater (provided, however that FMLA leave shall run concurrently with all other forms of paid and/or unpaid leave). The Board will pay, up to a maximum of six (6) months, the premiums for continued health insurance coverage until the LTD policy can become in effect.

C. Coverage:

- The MESSA-PAK insurance package described below shall be offered to all eligible teachers.

Each eligible teacher shall have the option of choosing either Plan A with Tri-Med health insurance, Plan A with SuperCare 1 health insurance, or Plan B, as described below:

Plan A with Tri-Med Health Insurance Coverage

- LTD (66 2/3%, Plan I 90 calendar days modified, \$2,500 maximum, Social Security Freeze, Alcoholism/Drug addiction 2 years, mental/nervous same as any other illness)
- Delta Dental E-007
- Negotiated Life \$25,000
- Vision VSP-3
- Health – Tri-Med Health Insurance

Plan A with SuperCare 1 Health Insurance coverage:

- LTD (66 2/3%, Plan I 90 calendar days modified, \$2,500 maximum, Social Security Freeze, Alcoholic/Drug addiction 2 years, mental/nervous same as any other illness)
- Delta Dental E-007
- Negotiated Life \$25,000
- Vision VSP-3
- Health - SuperCare 1 Health Insurance

The Board will pay the same amount it pays for the Plan A with Tri-Med Health Insurance coverage toward the monthly premium cost for Plan A with SuperCare 1 Health Insurance Coverage and the teacher will be responsible for the difference in the monthly premium cost for Plan A with Super Care 1 Health Insurance Coverage. The amount to be paid by the teacher toward the Plan A with SuperCare 1 Health Insurance Coverage may be paid through a Section 125 plan salary reduction agreement or the amount will be deducted through a payroll deduction from the teacher's pay monthly.

Plan B:

- LTD 66 2/3% same as above
- Delta Dental E-007
- Negotiated Life \$25,000
- Vision VSP-3
- Employees selecting "Plan B" shall also receive, in addition to the LTD, dental, life and vision insurance benefits described above, a "cash option" amount equal to the amount of the premium rate for "Tri-Med (single subscriber rate)", as a "cash option" under the

terms of the Dansville Schools "Cafeteria Plan" (as described in Section C.2. below). Employees electing to receive this benefit may also (as a separate election independent of the "Cafeteria Plan") direct this dollar amount to a tax deferred annuity (which satisfies the requirements of Section 403b of the Internal Revenue Code) as a voluntary and elective contribution made through salary reduction (as described in Section C.3. below).

1. To implement the "cash option" provisions (as described above) for employees selecting "Plan B", the Board will establish a "Cafeteria Plan" in compliance with Sections 125 of the Internal Revenue Code. The "Cafeteria Plan" shall provide to employees electing "Plan B" a "cash option" amount (paid monthly) equal to the premium rate for Tri-Med (single subscriber rate), in lieu of the health insurance provided in "Plan A". The program will become effective as of a date not more than ninety (90) calendar days from the date of execution of this Agreement.
2. Employees receiving a dollar amount as a "cash option" under the Dansville Schools "Cafeteria Plan", may elect (as a separate election independent of the "Cafeteria Plan") to direct this dollar amount to a tax deferred annuity (which satisfied the requirements of Section 403b of the Internal Revenue Code), as a voluntary and elective contribution made through salary reduction.
3. The Board shall make available the following tax sheltered annuity programs to (a) all employees electing to directly contribute into such annuity the amount of any "cash options" they have received in lieu of health insurance and to (b) all employees desiring to participate on a voluntary basis. The Board shall pay the amount of any "cash option" contributions directly to the annuity company in twelve (12) equal monthly installments. Approved annuity companies include:
  - A. American Express Financial Advisors, Inc.
  - B. American Funds Service Co.
  - C. Consolidated Financial Corporation
  - D. Equitable
  - E. Munder funds
  - F. Valic

Other companies presently holding annuities for employees will continue to be eligible for deduction and payment, however new annuity contracts may not be taken out unless 5 or more employees will participate (and unless they qualify for Section 403b status).

4. Capital Area School Employees Credit Union: Teachers may participate in the Capital Area School Employees Credit Union through payroll deduction in accordance with the Board of Education payroll procedures.
5. If a bargaining unit member terminates for any reason whatsoever the member shall be



entitled to have issued to him/her by the company, without further evidence of insurability, and upon application made to the company within 30 days after termination, and upon the payment of the premium applicable to the class of risk to which he/she belongs and to the form and amount of the policy at his/her then attained age, a policy of life insurance in any one of the forms customarily issued by the company except term insurance, in an amount equal to the amount of his/her protection under the group insurance policy at the time of his/her termination.

6. Changes in family status affecting any of the above insurance policies shall be reported by the employee to the Superintendent's office within 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.
7. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations set forth by the carriers in the Master Contract held by the policyholder.
8. For teachers age 65 who are eligible and enroll for Medicare, the Board will pay the cost of the premium and continue to provide supplementation of Medicare.
9. The Board shall provide the above described insurance programs until this collective bargaining contract terminates.

III. The Fringe-Insurance Benefits effective for the period July 1, 2006 through June 30, 2007 shall be open and will be determined through bargaining.

**APPENDIX D**  
**Salary Schedule**  
**2005-2006**

STEP	BA	BA+20	MA	MA+20	STEP
1	\$32,280	\$33,415	\$34,565	\$36,030	1
2	\$33,978	\$35,282	\$36,595	\$38,147	2
3	\$35,684	\$37,245	\$38,627	\$40,258	3
4	\$37,394	\$39,021	\$40,665	\$42,382	4
5	\$39,102	\$40,890	\$42,696	\$44,493	5
6	\$40,805	\$42,751	\$44,721	\$46,611	6
7	\$42,513	\$44,625	\$46,846	\$48,725	7
8	\$44,221	\$46,482	\$48,774	\$50,839	8
9	\$45,923	\$48,356	\$50,806	\$53,262	9
10	\$48,403	\$51,043	\$53,704	\$56,289	10
11	\$48,645	\$51,298	\$53,973	\$56,570	11
12	\$48,887	\$51,553	\$54,241	\$56,852	12
13	\$49,129	\$51,808	\$54,510	\$57,133	13
14	\$49,371	\$52,064	\$54,778	\$57,414	14
15	\$49,613	\$52,319	\$55,047	\$57,696	15
16	\$49,855	\$52,574	\$55,315	\$57,977	16
17	\$50,097	\$52,829	\$55,584	\$58,259	17
18	\$50,339	\$53,085	\$55,852	\$58,540	18
19	\$50,581	\$53,340	\$56,121	\$58,822	19
20	\$50,823	\$53,595	\$56,389	\$59,103	20
21	\$51,065	\$53,850	\$56,658	\$59,385	21
22	\$51,307	\$54,105	\$56,926	\$59,666	22
23	\$51,549	\$54,361	\$57,195	\$59,947	23
24	\$51,791	\$54,616	\$57,463	\$60,229	24
25	\$52,033	\$54,871	\$57,732	\$60,510	25
26	\$52,275	\$55,126	\$58,000	\$60,792	26
27	\$52,517	\$55,381	\$58,269	\$61,073	27
28	\$52,759	\$55,637	\$58,537	\$61,355	28
29	\$53,001	\$55,892	\$58,806	\$61,636	29
30	\$53,243	\$56,147	\$59,074	\$61,918	30
31	\$53,485	\$56,402	\$59,343	\$62,199	31
32	\$53,727	\$56,658	\$59,611	\$62,480	32
33	\$53,969	\$56,913	\$59,880	\$62,762	33
34	\$54,211	\$57,168	\$60,149	\$63,043	34
35	\$54,453	\$57,423	\$60,417	\$63,325	35
36	\$54,695	\$57,678	\$60,686	\$63,606	36
37	\$54,937	\$57,934	\$60,954	\$63,888	37
38	\$55,180	\$58,189	\$61,223	\$64,169	38
39	\$55,422	\$58,444	\$61,491	\$64,451	
40	\$55,664	\$58,699	\$61,760	\$64,732	