

MASTER AGREEMENT

**VASSAR PUBLIC SCHOOLS
ALTERNATIVE EDUCATION PROGRAM**

AT

**PIONEER WORK AND LEARN CENTER
CLARENCE FISCHER LEADERSHIP ACADEMY
WOLVERINE HUMAN SERVICES
CHILD CARE INSTITUTION**

2005-2008

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between
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AGREEMENT

This Agreement, made and entered into this 13th day of July, 2005, by and between the Board of Education of the Vassar Public School District, Vassar, Michigan, hereinafter called the "Board" and the teachers of TCBA, Vassar Education association, MEA/NEA hereinafter called the "Teachers",

ARTICLE 1

TEACHER RIGHTS AND RESPONSIBILITIES

A. Teachers shall be held accountable for school materials and equipment as assigned to them.

B. A report of any accident to a teacher or a student must be filed with the Camp Education Coordinator and Superintendent of Schools the day of the accident on the forms provided for that purpose.

C. It shall be a requirement of employment that all teachers prepare a general lesson outline in their plan books one (1) week ahead and a detailed outline at least one (1) day ahead of need.

D. In addition to teaching, the work day may consist of the following tasks:

1. Preparing and planning for classes.
2. Evaluation of student progress.
3. Completing essential reports and information as required.
4. Attending various school related meetings.
5. Serving on educational committees.

E. Upon the request of the administration, teachers shall remain no later than 4:00 PM, no more than four (4) times per month, for required meetings. There are no requirements for teachers to attend meetings identified as "voluntary."

F. Teachers will not leave their assigned duty or building during work hours without the consent of the Principal.

G. A teacher's official schedule time shall not exceed seven (7) classes scheduled from 8:00 a.m. to 3:30 p.m., which schedule shall include his/her conference period, but shall exclude his/her lunch period.

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H. A teacher shall not be asked to teach an unreasonable number of classes. Every attempt shall be made to keep the number of subjects limited to four. Given the unique student population served, it may be necessary to increase this number to accommodate students needing an independent study or G.E.D. preparation.

I. When Vassar Public Schools are closed to students due to Act of God, teachers [Pioneer Work & Learn & CFLA] shall report for duty as soon as possible. If a teacher cannot report for duty he/she may use their personal business days. If a member of Pioneer Work and Learn attends (5) Act of god Days, within a given year, without using a personal or sick day, another personal day will be given to that member to be used in the following year.

J. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, provided, however, that such activity is not disruptive of the educational process or a threat to the operation of the school and its system. Any action taken against a teacher shall be subject to a tenure procedure as herein provided.

K. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age (excluding the retirement policy of the Board), sex, marital status, or membership in, or association with, the activities of any employee organization. The Board and the teachers pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin, and to seek to achieve full equality of educational opportunity to all pupils.

L. The private and personal life of any teacher is not normally within the appropriate concern or attention of the Board. However, if an incident arises which is detrimental to classroom performance, disruptive of the educational process, or a threat to the operation of the school and its system, the Board and/or Superintendent may exercise their administrative prerogatives. Any action taken against a teacher shall be subject to the tenure procedure as herein provided.

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M. The Board recognizes that teachers are professionals and that, in their capacity as professionals, teachers must use professional judgment with regard to communications between students and themselves as to whether these communications shall be considered confidential, unless said disclosure is required by law. Teachers recognize the need to keep channels of communication open with camp staff, students, and themselves. They shall likewise communicate with group leaders and will provide their principal with their personal home phone number to enable the principal to call the teacher whenever necessary.

N. Reasonable telephone facilities shall be provided in each building for local telephone calls. Any personal long distance calls must be paid by the teacher.

O. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will render reasonable assistance to the teacher in his/her defense.

P. Time lost by a teacher in connection with any incident mentioned in this section shall not be charged against the teacher if the teacher is found innocent.

ARTICLE 2

PROFESSIONAL DUES & PAYROLL DEDUCTIONS

A. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of uniform membership dues and uniform assessments of the Association upon such conditions as the Association shall establish. Such authorization shall continue in effect from year to year unless revoked in writing to the Board with a copy to the Association, between June 1, or the date ten (10) calendar days after the first instruction day. Such authorization revoked on or after the eleventh (11th) calendar day after the first instruction day, shall be considered invalid.

B. The Association shall certify to the Board in writing each year the then current rate of membership dues, including Michigan Education Association and National Education Association dues, as well as TCBA and VEA dues. Upon notification thereof the Board shall deduct said dues in approximately equal amounts of dates mutually agreed upon by the Board and the Association as set forth in a letter of understanding and remit the same to the treasurer of the Association with a complete list of all teachers who have submitted authorization forms.

1. Deductions for the teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments on the date set forth in said letter of understanding.

2. Upon written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for voluntary contributions to NEA-PAC, MEA-PAC, Vassar Scholarship Fund, annuities, credit union, insurances, savings bonds, charitable donation, or any other plans or programs jointly approved by the Association and the Board.

C. The provisions of this section shall not be construed to deny any member of the bargaining unit the privilege of joining the Association during the progress of any school year.

D. The Association agrees to appoint a treasurer and to empower him/her to approve as to the accuracy of each Association deduction. This approval shall relieve the Board of the responsibility for that item, provided that any error subsequently determined shall be corrected by mutual agreement of the parties.

E. Any teacher who is not a member in good standing of the Association or who does not make application for membership within thirty (30) calendar days from the date of commencement of teaching duties shall as a condition of employment pay a service fee equal to dues uniformly required for membership in the Association; provided, however, that the teacher may authorize payroll deduction for such service fee in the same manner as provided in section A of this article.

1. In the event that a teacher shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, as provided in the preceding paragraphs, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is cause for discharge from employment.

F. The procedure in all cases of discharge for violation of this Article shall be as follows: The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide thirty (30) calendar days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

G. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective agreement. The Association further agrees to assume any and all costs, other than clerical costs, that the Board may incur as a result of its implementation of this Article. The Association further agrees to indemnify the Board for any damages which may be assessed against the Board as a result of said suit or action, subject however, to the following conditions:

1. The damages have not resulted from the gross negligence of the Board or its agents.
2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of this section, or the damages which may be assessed against the Board by any court or tribunal.
3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association shall have the right, after consultation with the Board, to compromise or settle any claim made against the Board under this section.

ARTICLE 3

TEACHER EVALUATION

- A. The purpose of evaluation is to:
1. Improve the quality of instruction.
 2. To encourage self-improvement on the part of the teacher.
 3. To provide an opportunity for communication and shared decision making between teachers and administration.

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4. To provide an opportunity for administrative support to teachers as they work towards individual, grade level, school improvement and district goals.
- B. Probationary teachers shall be evaluated once each semester. Tenure teachers shall be evaluated at least once each three (3) years.
- C. The evaluation form shall be discussed with the teacher in conference with his/her building principal.
- D. The teacher may, at his/her option, write comments on the evaluation form.
- E. The Teacher will sign the evaluation form to indicate it has been reviewed by him/her; however, such signature will imply neither agreement nor disagreement with the evaluation. Upon signature, copy of the evaluation form will be given to the teacher.
- F. All monitoring or observation of the work performance of the teacher shall be conducted openly and with full knowledge of the teacher. The use of closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

**ARTICLE 4
TEACHER CERTIFICATION**

- A. No teacher shall be employed by the Board for a regular teaching assignment who is not certified; provided, a satisfactory teacher with the prescribed credentials is available at the time of hiring. A list of all teachers and their qualifications shall be available to the Association upon request. Teachers displaced due to the No Child Left Behind Act of 2001, which is reauthorization of the Elementary and Secondary Act of 1965 (ESEA), may move into positions for which they are certified, or "highly qualified" and for which they rank higher on the seniority list than the present teacher. "Highly Qualified" will be defined as those teachers meeting the State Board of Education requirements or its definition of "highly qualified."
- B. Individual contracts shall terminate if the holders permit, provisional, continual, or permanent certificate expires and is not immediately renewed.
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ARTICLE 5
SENIORITY

- A. Seniority is defined as the member's date of hire into the Alternative Education Program at Vassar Wolverine Human Services Facilities. Transfers from within the program will not affect seniority.
- B. Vassar Public Schools will generate a seniority list for Alternative Education at Pioneer Work and Learn Camps and Clarence Fisher Leadership Academy.

ARTICLE 6
REDUCTIONS IN PERSONNEL AND RECALL

- A. Should a reduction in the number of teachers be made for a succeeding school year, the following procedure will be followed:
1. All certified teachers will be given a contract, if possible.
 2. In the case where the number of certified teachers exceeds the number of teachers required, the Board will retain those teachers with the most seniority in the "Vassar Wolverine Human Services Facilities", Vassar Public Schools" (seniority begins with the first day on the job) who are certified to teach the positions which will be available.
 3. In the case where two or more teachers are certified and have the same number of years experience, the Board or its designee will retain the most qualified teacher(s).
- B. Any tenured teacher who is laid off because of a necessary reduction in personnel shall be appointed to the first vacancy for which she/he is certified. Where more than one person on layoff possesses the necessary certification, recall shall be in reverse order of layoff among those certified. In cases of equal seniority on layoff, the Board shall select the most qualified teacher.
- C. Any tenured teacher who is laid off because of a necessary reduction in personnel must accept the first offer of appointment to the vacancy for which she/he is certified within twenty (20) days of date of mailing of such offer.

D. Notification of appointment shall be sent by certified mail to the teacher's last known address.

E. The re-hiring of non-tenure teachers shall be the sole discretion of the Board.

ARTICLE 7 LEAVES

A. Employees shall be credited with twelve (12) sick leave days at the beginning of each school year.

B. **Absence for Personal Business.** Each teacher will be allowed two (2) days of absence during each school year without loss of salary to transact personal business. An applicant for a personal business leave day need not be required to state the reason for such leave, but it is recognized that such requests shall be made at least five (5) days in advance except in case of emergency. Such days of absence shall not be deducted from the teacher's sick leave days. Any personal day taken immediately prior to or following a vacation will be counted as two (2) personal days. A maximum of five (5) bargaining unit members shall be granted use of personal days prior to or following a vacation on a first-come first-serve basis. This procedure may be evaluated at the end of the contract.

The personal business day is to be used for transacting personal business or attending to affairs of a personal nature that cannot be done on a weekend or outside the school day. Personal business days shall not be used on professional development days and parent-teacher conferences, unless approval is granted by the administration.

It is not the intent to make a restrictive list of valid reasons for use of the personal business day. It is the intent, however, to indicate through the above mentioned examples the types of things which may be reasonable when requesting this day.

At the end of the each contract year all unused personal business leave shall be credited to the member as sick leave.

C. For teachers who use four (4) sick days or less of the twelve (12) sick days provided in paragraph "A" above, there shall be added, to that number of unused sick days, two (2) days at the end of the school year.

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D. The unused portion shall accumulate from year to year to a maximum of one hundred twenty (120) days. Beginning with the 1997-1998 school year, new hires may accumulate a maximum of ninety (90) days. The Board must maintain a ninety (90) day LTD policy for all new hires beginning in the 1997-1998 school year.

E. Funeral leave absence without loss of salary shall be allowed each school year for up to a total of days so indicated in each of the following categories:

1. Death in the teacher's immediate family (spouse, children, step-children, parents, step-parents, and parents-in-law) five (5) days per occurrence.
2. Death in the teacher's family (siblings, grandparents, step-grandparents, grandchildren, step-grandchildren, grandparents of spouse, and dependents as defined by Internal Revenue Service) two (2) days per occurrence.

F. The Superintendent shall have discretion to grant emergency leave for death, illness, or other emergencies which are not specifically covered under the terms of this Agreement. Each day of any absence under this paragraph shall be charged against the teacher's sick leave days.

G. Any teacher subpoenaed as a witness or called to serve as a juror in any of the duly constituted courts of the nation, state, county, or city thereof, shall be granted such leave as is necessary to fulfill these obligations without loss in pay or other benefits. Any remuneration received by a teacher over and above his/her expenses for transportation, meals and other incidentals shall be forwarded to the Board. The Board reserves the right to request that the court excuse the teacher from said duty.

H. A medical leave of absence for sickness, pregnancy, or other medical disability shall be granted to any teacher who has used up his/her allotted sick leave accumulation. The leave shall be granted under the following conditions:

1. A teacher will be granted a leave of absence due to sickness, pregnancy, other medical disability for up to two (2) calendar years upon presentation to the Board of a written certificate from a physician stating that she/he is no longer capable of performing his/her normal teaching duties.
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2. Any teacher on such leave shall not be entitled to advancement on the salary schedule.
3. The teacher will be expected to return to work when authorized by his/her physician indicating she/he is capable of performing his/her normal teaching duties. Should the physician's statement indicate that the teacher is not capable of returning, the leave will be extended to that individual in accordance with the medical report up to the two (2) year maximum indicated in paragraph one (1) above.
4. Upon recovery, the teacher shall forthwith notify the Board of his/her availability to resume teacher duties. Assignment to the same position will be guaranteed to those teachers going on leave for less than twelve (12) calendar weeks. The Board will make every effort to return the teacher to his/her same position, if available, for leaves of duration of twelve (12) calendar weeks or longer.
5. Should the teacher fail to return to work when capable, such failure shall be construed as voluntary termination of employment.

Should a teacher desire to take a personal leave of absence without regard to his/her ability to work following the birth or adoption of a child, such leave shall be granted as long as it does not extend beyond the 84th calendar day following the birth or adoption of the child. Said leave shall be granted without pay or monetary fringe benefits upon receipt by the Superintendent of a written request within two (2) weeks after the birth or adoption of the child.

1. Tenure teachers desiring a leave of absence for any reason not hereinbefore mentioned may apply, in writing, to the Superintendent indicating the period of proposed absence and the reason therefore. Approval of all leaves and/or any extensions thereto shall be discretionary with the Superintendent or Board. If the request for leave is approved, the approval shall be in writing and shall indicate the period of absence, whether it is with or without pay, whether or not it will be charged against sick leave, and (if it extends into another school year) whether the teacher will receive credit on the salary schedule for the period of absence. Upon return from any approved leave, the teacher shall be credited with unused sick leave which she/he had at the time the leave began but shall not be credited with sick leave days for the period of the leave of absence.

**ARTICLE 8
RETIREMENT**

A. For all computations of experience for salary schedule purposes, "full-time" employees shall be defined as an employee that works for at least seven (7) hours per day for a minimum of 184 days per school year.

B. Upon retirement (or death) of a teacher under the provisions of the Michigan Public School Employees Retirement System, the Board will pay to such employee/beneficiary thirty-seven dollars and fifty cents (\$37.50) for each day of accumulated sick leave, up to a maximum of \$7,125.

**ARTICLE 9
INSURANCE**

A. Effective on or before September 1, 2002, through August 31, 2008, the Employer shall provide to the bargaining unit member MESSA Super care I for a full twelve (12) month period for the bargaining unit member and his/her entire family.

Bargaining unit members not electing MESSA Super Care I Plan A will select MESSA Super Care I Plan B or Choices II.

The deductible and prescription co-pay will increase from \$40/\$100, \$100/\$200, \$2.00 RX to \$5/\$10 RX.

Choices II will be made available, at no cost, for ANY member who may choose the Choices II plan over Super Care.

In the 2nd and 3rd year of this Agreement, the member shall pay the difference of any amount, above the local insurance increase of 13% to keep Super Care. If the member does not want to pay this amount, the member may switch to Choices II at no cost.

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PLAN A	PLAN B
Super Care I	\$100.00 per month toward Tax Sheltered Annuity.
LTD 60% Plan I \$3,000 Maximum 90 Calendar days modified fill Social Security Freeze Alcoholism/drug addiction -- year Mental/nervous -- year	LTD same as Plan A
Delta Dental Plan A 006 75/60/75:\$1,200 with Adult Ortho	Delta Dental Plan E 007 (80/80/80:\$1,300) with Adult Ortho
Negotiated Life \$30,000.00	Negotiated Life \$40,000
VSP -	VSP -

Along with the Plan B negotiated LTD, life, vision and dental benefits the Employer shall provide a cash option in lieu of health benefits. The cash amount shall be \$100.00 per month. If more than six (6) members choose this option, in a given year, the amount shall increase to \$200.00 per month. The employer shall formally adopt a qualified plan document which compiles with Section 125 of the Internal Revenue Code.

The amount of the cash payment received must be applied by the bargaining unit member to an MEA financial Services Tax-Deferred Annuity or other annuities as provided. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

The program will become effective January 1, 1996, or a date not more than ninety (90) days from the date of this Agreement. Benefits currently being provided to bargaining unit member shall continue as is until the newly negotiated benefits program is in effect.

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

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B. In the event a teacher has exhausted all paid sick leave, the Board shall continue uninterrupted the above mentioned insurance fringes for a period of five (5) months following the date of exhaustion of paid sick leave. Thereafter, the teacher shall continue in the plan(s) by assuming the payment of fringe benefit premiums until his/her return to work, subject to the terms of the carrier.

To be eligible for such coverage or receive such contributions, each teacher must make proper application to participate at the Superintendent's office on forms as required by the carrier. The provisions of the group policy and rules and regulations of the carrier will govern as to the amounts and duration of benefits and all other aspects of coverage.

C. The Board will provide the above coverage and/or make payments of its share of insurance premiums for all eligible teachers so as to provide insurance coverage for a full twelve (12) month period(s) provided that teachers leaving employment with the School District after the effective date of the policy and prior to the end of the then current school year will be covered only for the balance of the number of days remaining under the monthly premium payment, and provided further, that teachers on a leave of absence, other than sick leave and medical leave, which leave has been granted by the Board and extends for a period of more than thirty (30) days, will also only be covered for the balance of the insurance premium month. All teachers, whether they have commenced employment at the beginning of the school year or during the school year, or who complete the then current school year but have indicated they will not resume employment for the following school year, will still receive coverage hereunder the first August 31st following completion of their duties.

ARTICLE 10
SALARY SCHEDULE

A. DEFINITION

1. A year of service is a period of time equal to not more than a calendar year and not less than one academic semester (whichever is the greater) in which a teacher was employed in a full-time position covered by this Agreement.

B. PLACEMENT ON APPROPRIATE SALARY SCHEDULE

1. At the beginning of the school year, each teacher shall be placed on no more than one (1) salary schedule of the year based on his/her highest academic degree credentials on file in the Personnel Office as of July 1st preceding the beginning of the school year.

C. PLACEMENT OF SALARY SCHEDULE STEP

1. The salary schedule for 2005-2006 and 2006-2007, and 2007-2008 shall be delineated in Appendix "A".
2. All certified teachers shall be placed on the appropriate step on the salary schedule (Appendix "A"). Teaching experience in the Vassar School District shall be counted in full. Effective beginning with the 2000-2001 school year, new hires shall be given full credit for prior teaching experience in other school districts. A maximum of two (2) years of continuous military service shall be counted as two (2) years of experience.
3. Each teacher in Section C (2) above and appointed for the current school year and who was not on the maximum salary step during the preceding school year shall move to the next highest step within the appropriate salary schedule.
4. Each teacher who was at the maximum step during the preceding year shall remain at the maximum step during the duration of this Agreement.

D. The annual salaries of teachers are set forth in Schedule "A" for the current year. The salary schedule shall be paid in full for working the hours, days and work load as defined in this Agreement.

E. All teachers who have fifteen (15) graduate hours beyond a Bachelor's Degree that apply on a Master's Degree program as well as those teachers who have twenty (20) graduate hours in a planned course of study applicable to a teacher's professional development as determined by the State Board of Education upon recommendation of the sponsoring institution will be placed on an intermediate schedule, to wit: one half the difference between the Bachelor's Degree salary and Master's Degree salary at the teacher's respective salary step. Evidence of such shall be delivered to the Superintendent's office by October 1 or February 1 in order for the teacher to be placed on the intermediate schedule for the first or second semester respectively. All graduate hours earned before September 1, 1974, shall be deemed to fulfill the criteria hereinbefore set forth.

ARTICLE 11 GRIEVANCE PROCEDURE

Definitions: *A grievance is a claim by a teacher or the Association that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement.*

A. In the event an employee shall use any other forum or procedure than provided in the grievance process to attempt to adjust a grievance or complaint against the Board of Education or his/her supervisor, the grievance process shall be abated during such period as the alternate remedy is being pursued, and the final result of that alternate remedy shall be the final result of the grievance process and the grievance shall be closed, based upon the final determination made in the alternate remedy.

B. A "party of interest" is the person, persons or Association making the claim and any person who might take action or against whom action might be taken in order to resolve the grievance.

C. The "grievant" is the person or persons making the claim.

D. The term "days" when used in this section shall mean duty days, unless otherwise indicated, provided, however, that after the close of the school year and prior to the start of the succeeding school year the term day when used herein shall be defined as a normal working day (Saturday, Sunday and Holidays excluded.)

Structure

A. Representatives shall be selected in a manner determined by the Association.

B. The Association shall establish a grievance committee which shall be broadly representative. In the event that any Association representative or any member of the grievance committee is a party of interest to any grievance, he/she shall disqualify himself/herself and a substitute shall be named by the Association.

C. The building principal shall be the administrative representative when the grievance arises in that building.

D. The Board hereby designates the Superintendent as its representative when the grievance arises in areas where there is more than one administrator involved.

Procedure

A. Proceedings under this procedure must begin within fifteen (15) days of the alleged infraction. Said procedure shall be deemed to have commenced when a written complaint is filed with the office of the building principal. The number of days indicated at each level, as set forth below, is considered to be a maximum, and the failure of a teacher to proceed to the next step of the grievance procedure within the time limits, as 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. The failure of an administrator, at any step, to communicate his decision to the teacher within the specified time limit shall permit the teacher to proceed to the next step. All time limits may be extended by mutual agreement in writing.

LEVEL ONE

The grievant shall first discuss his/her grievance with his/her immediate supervisor or principal, and present the grievance in writing to said person individually, or together with his/her Association representative.

LEVEL TWO

In the event the grievant is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within five (5) days after presentation of the grievance, the grievant may file the grievance in writing with the association's grievance committee, with a duplicate thereof being forwarded directly to the Superintendent.

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Within five (5) days of receipt of the grievance, the grievance committee shall decide whether or not there is a legitimate grievance. If the committee decides there is a legitimate grievance, it shall, within five (5) days after the receipt of said grievance, submit said grievance to the Superintendent. If the committee decides that no grievance exists and so notified the grievant the teacher may within five (5) days of the filing of said grievance with the grievance committee continue to process this claim with the Superintendent without Association support. Within five (5) days from receipt of the grievance by the Superintendent, he/she shall render his/her decision.

LEVEL THREE

In the event that the grievance is not satisfactorily resolved at Level Two, or if no decision has been rendered within five (5) days from receipt of the grievance by the Superintendent, the grievant or the grievance committee may, within five (5) days, refer the grievance to the Board's review committee. This committee shall be composed of up to three (3) members of the Board of Education along with such other representatives as the Board shall designate. Within fourteen (14) days from receipt of the written referral by the Board, its review committee shall meet with the Association's grievance committee and the Association's negotiating team chairperson and/or the grievant for the purpose of arriving at a mutually satisfactory solution to the grievance. A decision shall be rendered by the Board at its next regularly scheduled Board meeting, or in an emergency situation, within ten (10) days at the specific request of the Association.

LEVEL FOUR

In the event the grievance is not satisfactorily resolved at Level Three, the grievance, may, within five (5) days, at the request of either the Board or the association, be submitted to State Mediation as provided for in section 7 of P.A. 1947, No. 336, as amended. Said mediation will be scheduled at the earliest convenience of the mediator so assigned. Any recommendation or decision of the mediator shall not be binding on either party. Inasmuch as the mediator will not be obligated to render any written decision or recommendation, his/her services for purpose herein will be construed to be concluded upon written notification from either party that utilization of mediation will no longer be required. The submission of the grievance to state mediation shall not be obligatory under this grievance procedure but may be used at the discretion of either party.

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LEVEL FIVE

In the event the grievance is not satisfactorily resolved at Level Three, or in the event the grievance is not satisfactorily resolved within two (2) days after conclusion of State Mediation, should State Mediation be utilized, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any grounds which rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The arbitrator will be without power of authority to make decisions which require the commission of any act prohibited by law, nor any act which violates the terms of this Agreement. An arbitration hearing will be held at which the parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be shared equally by the parties.

Rights to Representation

Any party of interest may be presented at all meetings and hearings at any level of the grievance procedure by another teacher or another person; provided, however, that no teacher may in any event be represented by an officer, agent or other representative of any organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at Level Three or beyond in the grievance procedure.

Miscellaneous

The grievance procedure shall not be used by any teacher subsequent to an attempt to redress by means of the legal statutes.

A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association representative or the grievance committee,

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at Level Three or beyond, the grievance affects a group of teachers, the grievance committee may process the grievance at the appropriate level.

The grievance discussed and the decision rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.

No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

Forms for filing and processing grievances shall be designed by the Superintendent and the grievance committee. They shall be prepared by the Superintendent and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

Access to places, records, and all information pertinent to the determination and processing of the grievance at Level three or beyond, shall be made available to all parties. The Board and the Association shall be provided with a list of particulars and all evidence pertaining to the grievance under consideration if the grievant so desires.

In the case of investigation of any grievance, representatives of the association shall report to the principal of the building being visited and state the purpose of the visit immediately upon arrival, in writing.

**ARTICLE 12
HARASSMENT**

Harassment against a teacher will not be tolerated in the District's educational programs or activities.

SEXUAL HARASSMENT

A. Verbal: The making of written or oral sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, or threats to the bargaining unit member.

B. Non-Verbal: Causing the placement of sexually suggestive objects, pictures, or graphic commentaries in the school environment or the making of sexually suggestive or insulting gestures, sounds, leering, whistling, and the like to a teacher.

C. Physical Contact: Threatening or causing unwanted touching, contact, or attempts at same, including patting, pinching, pushing the body, or coerced sexual intercourse with the teacher.

GENDER/ETHNIC/RELIGIOUS/DISABILITY/HEIGHT/WEIGHT HARASSMENT

A. Verbal: Written or oral innuendoes, comments, jokes, insults, threats, or disparaging remarks concerning a person's gender, national origin, religious beliefs, etc. toward a teacher.

B. Non-Verbal: Placing objects, pictures, or graphic commentaries in the school environment or making insulting or threatening gestures that are offensive to a teacher.

WORKING CONDITIONS (outside of the evaluation process)

A. Excessive Observations: Teachers will not tolerate unreasonable and excessive observations by administrative staff.

B. Unreasonable Expectations: Teachers will not tolerate unreasonable expectations that are above and beyond the normal teacher's responsibilities.

Any teacher who believes that he/she is the victim of any of the above actions or has observed such actions taken by an immediate supervisor, or other administrator associated with the District should promptly take the following steps:

1. If the alleged harasser is a teacher's supervisor, the teacher should, as soon as possible after the incident, contact the Superintendent.

2. If the alleged harasser is not the teacher's supervisor, the affected teacher should, as soon as possible after the incident, contact his/her supervisor.

3. If the harasser is an employee of Wolverine Human Services, the teacher shall contact his/her supervisor. The supervisor then will contact appropriate Wolverine Human Services supervisor(s).

The teacher may make contact either by a written report or by telephone or personal visit. During the contact, the reporting teacher should provide the name of the person(s) whom she/he believes to be responsible for the harassment and the nature of the harassing incident(s). A written summary of each such report is to be prepared promptly by the staff member receiving the report and forwarded to the Superintendent.

Each report received by the supervisor or Superintendent as provided above, will be investigated in a timely and confidential manner. While a charge is under investigation, no information is to be released to anyone who is not involved with the investigation, except as may be required by law or in the context on a legal or administrative proceeding. No one involved is to discuss the subject outside the investigation. The purpose of this provision is to:

1. Protect the confidentiality of the staff member who files a complaint.
2. Encourage the reporting of any incident of harassment.
3. Protect the reputation of any party wrongfully charged with harassment.

Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All staff members and others involved are to be protected from coercion, intimidation, retaliation, or discrimination for filing a complaint or assisting in an investigation.

If the investigation reveals that the complaint is valid, then prompt, appropriate remedial and/or disciplinary action will be taken immediately to prevent the continuance of the harassment or its recurrence.

The District recognized that determining whether a particular action or incident is harassment or, conversely, is reflective of a social relationship without a discriminatory or intimidating intent or effect must be based on all of the facts in the matter. Given the nature of this type of intimidation, the District recognized that false accusations of harassment could have serious effects on innocent individuals. Accordingly, all administrators and teachers are expected to act responsibly, honestly, and with the utmost candor whenever they present harassment allegations or charges against fellow teachers, staff members, students or others associated with the District.

**ARTICLE 13
VACANCIES & TRANSFERS**

A. When a vacancy or newly created position within the bargaining unit occurs, the Board shall give written notice to the Association prior to May 1st but not less than five (5) days prior to the deadline for filing. Subsequent to May 1st and prior to the opening of school in September, the Board shall give written notice to the president of the Association not less than five (5) days prior to the deadline for filing. Any teacher may apply for posted vacancies. Whenever one or more members apply for a vacancy at Vassar Wolverine Human Services Facilities, the member with the greatest seniority & qualifications at these facilities shall fill the position. If no member from Vassar Wolverine Human Services Facilities applies for the vacancy, then other VEA members may apply. When a vacancy occurs at Vassar Public Schools (K-12) members of VEA whose assignment is at Vassar Wolverine Human Services Facilities shall have the right to be interviewed before any outside applicants shall be interviewed. The administration may request a meeting to address concerns. The Association president or designee shall be present at this meeting. All applications for a vacancy shall apply to the next school year, and vacancies occurring during the school year may be filled on a temporary basis. The following procedures and guidelines will be followed in filling vacancies:

1. The Board declares its support to keep current staff employed if there are open positions.
2. That internal postings will be dated two (2) days after signature of appropriate Association member.

B. That current staff members who are applying for openings need not be North Central certified, but have State certification for said position.

The Board will be able to use a temporary replacement only if a bargaining unit vacancy occurs two or less weeks prior to the beginning of the school year, or during the school year. All attempts shall be made to find a temporary replacement that is certified and qualified to teach the vacant position.

Temporary to be defined as not to exceed 100 days.

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If a permanent replacement has not been found in 100 days the temporary replacement shall be offered that position, if certified and qualified to teach the vacant position. The vacancy will be filled within 100 days.

After 60 days of service the temporary teacher will be placed on the appropriate step of the salary schedule and be granted all the privileges granted to any teacher in the district, to include salary and fringe benefits as per state law (380.1236-Sec. 1236)

C. The Board declares its support of a policy of promotions to administrative positions from within its own teaching staff, whenever possible. However, it is recognized that the right of selection of personnel to fill such positions remains entirely within the discretion of the Board. When an administrative vacancy or a newly created administrative position occurs, except for those in central administration, notification of the same shall be given to the Association in writing, and in any event this shall be given not less than fifteen (15) days prior to the deadline for filing. A teacher returning to the bargaining unit within one (1) calendar year shall enjoy full rights. Administrators will be given credit for teaching service in the district. The names of the administrators will appear at the appropriate place on the seniority list.

D. It is recognized that involuntary transfers may be necessary at any time for the following purposes:

1. To fill positions in under-staffed schools;
2. Due to over-staffed schools;
3. Due to new or revised programs;
4. Due to permanent or temporary vacancies caused by termination of employment or prolonged illness or leave of absence which will extend to or beyond the then current semester.
5. In the event of a reduction of sections at any grade level K-6, and no volunteer is found to transfer, the transferee will be the person in that grade with the least district seniority.

When such conditions exist the Board will simultaneously notify the association in an attempt to secure volunteers and notify the teacher with the least seniority in

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the district of the pending transfer. If no volunteer can be found within four (4) duty days of said notice, the teacher with the least seniority shall be transferred.

**ARTICLE 14
ARTICLE OF AGREEMENT**

The provisions as stipulated in the foregoing consortium agreement for the Alternative Education Program at the Pioneer Work and Learn Center and Clarence Fischer Leadership Academy are hereby agreed to by the named parties.

VASSAR PUBLIC SCHOOLS - BOARD OF EDUCATION

Maura J. Keel
President, Board of Education

8/25/05
Date

Russell W. Bluffton
Secretary, Board of Education

8/23/05
Date

PIONEER WORK & LEARN CENTER

David Paul Peritt TCBA

August 30, 2005
Date

Chad D. D.D.

Aug 31, 2005
Date

Date