



# Edwardsburg Public Schools

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Edwardsburg Education Association 2014-2016

EPS

**BY AND BETWEEN**

**EDWARDSBURG BOARD OF EDUCATION**

**&**

**EDWARDSBURG EDUCATION ASSOCIATION**

**2014-2016**

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## A G R E E M E N T

THIS AGREEMENT, entered into this 23<sup>rd</sup> day of June, 2014, by and between the BOARD OF EDUCATION OF THE EDWARDSBURG PUBLIC SCHOOLS of Edwardsburg, Michigan, hereinafter referred to as the "Board" and the EDWARDSBURG EDUCATION ASSOCIATION, hereinafter referred to as the "Association".

Pursuant to the requirements contained within MCL 423.215 and Public Act 436 of 2012, if an emergency manager is appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012, the emergency manager may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012.

### ARTICLE I - RECOGNITION

Section 1: The Board hereby recognizes the EDWARDSBURG EDUCATION ASSOCIATION as the exclusive bargaining representative, as defined in Section II of Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965, for only the certified teaching personnel, including librarians/media specialists and counselors, employed by the Edwardsburg Public Schools on an annual basis under contract for a regular assignment but excluding supervisory, administrative, executive personnel, substitute teachers and all hourly or daily rated employees.

- (a) The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the Edwardsburg Education Association in the bargaining or negotiating unit as defined above.
- (b) The term "Board" shall include its officers and agents. The board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, for the duration of this agreement.

Section 2: For the purposes of this Article, a substitute teacher shall be defined as a certified teacher who is hired on a daily basis to replace a teacher.

## ARTICLE II - BOARD RIGHTS AND RESPONSIBILITIES

Section 1: The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and the United States, including but without limiting the generality of the foregoing, not subject to the grievance procedure, the right:

- (a) To the executive management and administrative control of the school system and its properties and facilities and the assigned activities of its employees;
- (b) To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to promote and transfer all such employees and to determine the size of the work force;
- (c) To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (d) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature;
- (e) To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and other employees with respect thereto and non-teaching activities and the terms and conditions of employment;
- (f) To modify, adjust or change teaching conditions for experimental classes including the use of new technology and innovative approaches in the educational program;
- (g) To adopt policies, rules and regulations and to formulate and implement educational policy.

Section 2: The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of Michigan and the constitution and laws of the United States.

## ARTICLE III - WORK HOURS

Section 1: Each teacher will work thirty-six (36) hours and thirty-five (35) minutes per week, which will include:

- (a) For secondary teachers (Grades 6-12) twenty-six (26) hours, thirty-five (35) minutes of classroom teaching or other instructional assignment. It is understood that these hours shall be regularly assigned for the school term and may include a seven period day at the secondary level. Any time not assigned to instructional duties shall be spent on preparation, homerooms or supervised study.
  - (1) Assistance given to specialists by the regular teacher will be on a voluntary basis.
- (b) Five (5) hours of student supervision per week.
  - (1) Any time not spent on student supervision will be spent on preparation or other duties as assigned by the principal.
- (c) Five (5) hours of preparation per week.
- (d) In the event a teacher believes it is necessary to leave school district premises for research, planning, meeting with parents, material gathering, consultation with specialists or other activities which are job related, the teacher shall request permission to do so from his/her principal.

Section 2: Each teacher will have an unassigned, duty-free lunch period of at least one-half (1/2) hour per day.

Section 3: These hours are mandatory unless the building principal wishes to excuse teachers earlier in specific cases. The merit of such requests will be weighed by the building principal. This decision in any case will not be subject to grievance or of any concern to the Association.

Section 4: On Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's regular school day, provided the teacher has fulfilled his/her seven (7) hour workday that day.

Section 5: Extra-curricular activities may begin before the school day begins or after the close of the pupil's regular school day, provided the teacher has fulfilled his/her seven (7) hour workday that day.

Section 6: Except as noted in this Section, no departure from the above hours shall be made without prior negotiated agreement with the Association President. The Board may depart from the above hours after consultation with the Association President in accordance with the following:

- (a) In case of emergency or the exceptions agreed upon in Sections 4 and 7 of this Article.
- (b) If the Board determines it is necessary to do so in order to satisfy current or future State requirements pertaining to minimum number of hours of pupil instruction or to receive full State aid.

Section 7: Teachers will attend all meetings called by the administration without added compensation. Attendance at such meetings in excess of five (5) hours per month shall be voluntary. Such meetings will be limited to a maximum of five (5) hours per month. Teachers will be given forty-eight (48) hours prior notice of all such meetings except in case of emergency.

Section 8: If an adequate number of teachers as determined by the principal do not volunteer to perform recess or lunchroom supervision, teachers may be assigned to perform these duties. Any teacher performing lunchroom or recess supervision shall be paid at the rate of \$24.00 per hour.

Section 9: Teachers who agree to an administrative request to substitute for other teachers during their planning period shall be paid at the rate of \$24.00 per class period. Teachers who substitute for another teacher by assuming responsibility for the absent teacher's students in addition to his/her students, shall be paid at the rate of \$24.00 per class period, provided, however, that the compensation for a full or partial day of substituting shall not exceed \$100.00 per day.



## ARTICLE IV - SCHOOL CALENDAR

Section 1: The school calendar will be based on the following criteria:

- (a) The student calendar shall incorporate no less than the minimum number of days and the minimum number of instructional hours required by the State of Michigan.
- (b) The teacher calendar shall include four (4) paid holidays and no less than the required number of professional development days. The four (4) paid holidays shall be Memorial Day, Labor Day, Thanksgiving, and the Friday after Thanksgiving.
- (c) The calendar for the next school year shall be discussed thoroughly by the administration with duly authorized Association members appointed by the local S.M.E.A. unit President prior to submitting the calendar for adoption.
- (d) Changes of the calendar made after adoption of the calendar by the Board of Education shall be negotiated with the Association.

Section 2: In the event legislation prohibits school districts from counting days lost as a day of student instruction (e.g., days lost due to inclement weather) then the Board shall be entitled to reschedule such days and teachers shall not be entitled to additional compensation for working on the rescheduled days. The administration shall negotiate with the Association within five (5) days of the first student attendance day following the day(s) lost before rescheduling such days.

The days will be rescheduled at the end of the year unless the Board and Association mutually agree otherwise.

The days that are rescheduled will contain the same number of hours of student contact time as the days that were lost unless the Board and Association agree otherwise.

Section 3: A committee composed of representatives of the Board and Association shall be formed to study and make recommendations regarding the structuring of the elementary and primary school day. Representatives from the transportation department shall also be included on the committee. The committee shall make recommendations regarding how the school years should be structured to satisfy State requirements pertaining to student instruction time. The recommendations shall be approved by the Board and Association before any recommended changes are made to the calendars pertaining to the aforementioned school years.

## ARTICLE V - SENIORITY

Section 1: "Seniority" shall be defined as the length of continuous service with the school district since the last date of hire. Periods of time spent on leaves of absence and layoff shall not constitute a break in continuous service and seniority shall accrue during such periods. For purposes of this article only, service at less than the full teaching load shall count as if the service was at full teaching load. In the event of ties in seniority, all teachers so affected will participate in a formal drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.

Section 2: The Board shall prepare and present to the Association President a current seniority list prior to December 15th of each year. It is the Association's duty to review the list with teachers. The seniority list shall also contain information regarding the employees' certification. The Association shall have thirty (30) days from receipt of the list to object. Any objection must be in writing. Failure to object by the Association or any teacher within the aforementioned thirty (30) day period shall conclusively and irrebuttably be construed as an agreement that the list is accurate.

## **ARTICLE VI - CONCERTED ACTION PROHIBITION**

Section 1: The Association or its members shall not engage in nor encourage concerted action of any type against the school district, which would be in violation of this contract or in violation of the Public Employment Relations Act.

## ARTICLE VII - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

- (a) Failure to re-employ any probationary teacher;
- (b) Failure to employ or re-employ any teacher to a position on the extra curricular schedule;
- (c) Any matter within the jurisdiction of a state or federal agency.

Section 2: The Board hereby designates the principal of each building to act as its representative at Level One and Level Two as hereinafter described. Should the principal be unavailable at Level Two, the Superintendent or his/her designated representative will act as the representative for the Board of Education.

Section 3: The term "days" as used herein shall mean teacher work days. In the event grievances are not settled by the end of the school year, the time limits shall continue with each subsequent Monday through Friday being considered as working days.

Section 4: Written grievances as required herein shall contain the following:

- (a) It shall be signed by the grievant or grievants;
- (b) It shall be specific;
- (c) A brief description of the alleged violation;
- (d) It shall cite the section or subsections of this contract alleged to have been violated;
- (e) It shall contain the date of the alleged violation;
- (f) It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Section 5: The occurrence shall be defined as the alleged violation; or in cases where the teacher receives official notification of an action that may constitute a violation of this Agreement, such notification, may be designated as the occurrence. In cases where a deduction from pay is involved, official notification of such deduction shall represent that occurrence of the alleged violation.

Section 6: Level One - A teacher or the Association alleging a violation of the express terms and conditions of this contract shall within seven (7) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same.

Level Two - If the teacher or the Association is not satisfied with the disposition of the grievance at Level One, or if no disposition is made, he/she may present, in writing, this grievance individually or with the aid of an Association representative to the principal or in his/her absence, the Superintendent, within eight (8) days after the Level One discussion. The administrator with whom the grievance has been filed shall, within five (5) days of receipt of the grievance, meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.

Level Three - If the teacher or the Association is not satisfied with the disposition of the grievance at Level Two, or if no disposition has been made, a copy of the written grievance shall be filed with the Superintendent for disposition by his/her designated agent within ten (10) days after the Level Two response was received or should have been received.

Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall meet with the grievant or his/her designated agent and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of same to the grievant, the local unit Association president, the building principal in which the grievance originated and retain a copy of same in a permanent file.

If 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 Secretary of the Board of Education within five (5) days of the Level Three decision.

Level Four - The Board, at the parties' mutual agreement, may hold a hearing on a grievance within twenty (20) days. The hearing may be held before a committee of the Board, which shall be authorized to render a decision on behalf of the Board. If the Board does not hear the grievance the Association may proceed to Level Five.

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 originated, the grievant and the president of the Association local unit.

Level Five - Individual teachers shall not have the right to process a grievance at Level Five without the endorsement and approval of the Association.

- (a) If the Association is not satisfied with the disposition of the grievance at Level Four, it may refer the matter for arbitration by filing a demand for arbitration with the American Arbitration Association within twenty (20) days after the decision at level four or if no decision is rendered at Level Four within twenty (20) days after the date the level four decision was due; all arbitration proceedings shall comply with the Uniform Arbitration Act. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.
- (b) Neither party may raise a new defense or ground at Level Five not previously disclosed to the other party. At no time later than three (3) days prior to the hearing or prehearing, the parties may by mutual consent agree to hold a conference in an attempt to settle the grievance.
- (c) The decision of the arbitrator shall be in accordance with the Uniform Arbitration Act; 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.

- (d) Powers of the arbitrators are subject to the following limitations:
- (1) He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - (2) He/She shall not hear any grievance previously barred from the scope of the grievance procedure.
  - (3) He/She shall have no power to interpret state or federal law except where necessary to determine whether a dispute is arbitrable.
  - (4) He/She shall have no power to interpret the terms of an insurance policy or contract or to require the Board to provide coverage or benefits in addition to those provided by any insurance policy or contract.
- (e) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent or unless the Board requests that grievances of a similar nature be consolidated and consolidation will result in cost savings and unnecessary duplication of effort.
- (f) The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expenses of witnesses.
- (1) If any of the agreed time limits are allowed to lapse, the grievance will be considered as waived. In the event the Board of Education or its representatives fail to give an answer to any grievance as required, it shall automatically proceed to the next higher step provided that nothing contained herein shall be construed to automatically advance a grievance to arbitration.
  - (2) Except at the arbitration level, all preparation, filing, presentation or consideration of grievance shall, unless by mutual consent, be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.

## ARTICLE VIII - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1: The Board agrees to permit the local Edwardsburg Education Association the use of the school buildings for Association meetings after school hours subject to availability and the approval of the responsible administrator. The Board reserves the right to charge a fee for such facility use if the school incurs an additional cost. Said use may not violate the Campaign Finance Act.

Section 2: The Board agrees to permit the Association use of intra-school mails and teacher mailboxes for the purpose of distributing Association materials and agrees to permit the use of bulletin board space in each building for the purpose of posting Association notices. The location of this bulletin board space shall be in the staff lounge of each building. Said use may not violate the Campaign Finance Act.

Section 3: The Board agrees that the Association may use school office equipment when not in regular use, provided that the use is strictly to service the legitimate business needs of the local Edwardsburg Education Association. Use of computers may be limited or restricted when needed for security precautions. In the event of conflict, the responsible administrator will determine priority. The Association shall reimburse the Board for the costs of supplies used for Association business. Said use may not violate the Campaign Finance Act.

Section 4: The Board agrees to permit teachers to wear insignia, pins and other identification of membership in the Association and any affiliate organization.

Section 5: The Board agrees to give the Association president prior notification of all board meetings.

Section 6: Each teacher shall have the right to review the contents of his/her personnel file, except for information from sources outside the school system, which is confidential. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

Section 7: The Board agrees to permit, by consent of the building principal, the Association officers (namely: the president, vice president, secretary, treasurer, one (1) Association representative from each building and members of the grievance committee) to travel from building to building within the school system during school hours when said officers do not have direct responsibility for the instruction of children and provided that the responsibilities of the visited party or parties are not interfered with as expressed by the consent of the principal of the individual building to be visited. Said officers are to notify their principals and provide substitutes from existing staff if needed.

Section 8: The Board recognizes its responsibility to give assistance to teachers with respect to the maintenance of control and discipline in the classroom, on school property and during all school activities within the confines of school policy. The teachers recognize their responsibility in maintaining this control and discipline.

If any teacher is complained against or sued by reason of maintaining proper discipline over the pupils in attendance at school, the Board will provide legal advice to the teacher.

Section 9: In the event the district receives a FOIA request for the personnel record(s) of any teacher(s), or any portion thereof, the district shall promptly provide the following to the affected teacher(s) and to the Association:

A copy of the FOIA request

The name(s) of the requesting parties

The District shall take the maximum time allowable by law to respond to a FOIA request to allow the teachers and/or Association the opportunity to take whatever legal action is available to bar disclosure of any or all of the requested document(s).

If requested by the affected teacher(s), copies of all communications and documentation sent to the requesting parties by the District shall be sent to the affected teacher(s) or the Association.



## ARTICLE IX – 2014-2016 SALARY SCHEDULE

During the term of this Agreement, the following salary adjustment shall apply:

1. During the term of this 2014-2016 Agreement, eligible Employees shall receive no more than one step/lane per year of the Agreement.
2. During the 2014-2015 school year, Employees shall receive a One Half Percent (0.5%) on-schedule increase to the salary schedule.
3. During the 2015-2016 school year, Employees shall receive a One Half Percent (0.5%) on-schedule increase to the salary schedule.

### Section 1: Salary Schedule and Longevity

2014-15 STEP	.5% Increase from 13-14	
	BA	MA
1	\$36,827	\$39,198
2	\$38,553	\$41,007
3	\$39,725	\$42,226
4	\$40,898	\$43,446
5	\$42,282	\$44,887
6	\$44,325	\$46,799
7	\$45,531	\$48,043
8	\$46,732	\$49,524
9	\$47,936	\$51,026
10	\$49,138	\$52,281
11	\$50,340	\$53,534
12	\$51,543	\$54,791
13	\$52,747	\$56,599
14	\$53,689	\$57,865
15	\$54,885	\$59,132
16	\$56,083	\$60,403
17	\$57,279	\$61,673
18	\$58,477	\$62,025
19	\$59,675	\$62,967
20	\$60,872	\$64,208
21	\$62,068	\$65,451
22	\$65,809	\$68,761

2015-16 STEP	.5% increase from 14-15	
	BA	MA
1	\$37,011	\$39,394
2	\$38,746	\$41,212
3	\$39,924	\$42,437
4	\$41,102	\$43,663
5	\$42,493	\$45,111
6	\$44,547	\$47,033
7	\$45,759	\$48,283
8	\$46,966	\$49,772
9	\$48,176	\$51,281
10	\$49,384	\$52,542
11	\$50,592	\$53,802
12	\$51,801	\$55,065
13	\$53,011	\$56,882
14	\$53,957	\$58,154
15	\$55,159	\$59,428
16	\$56,363	\$60,705
17	\$57,565	\$61,981
18	\$58,769	\$62,335
19	\$59,973	\$63,282
20	\$61,176	\$64,529
21	\$62,378	\$65,778
22	\$66,138	\$69,105

Teachers who have worked 25, 26, 27, 28, or 29 consecutive years (by June 30, 2014) in a teaching capacity at Edwardsburg Public Schools shall receive longevity pay of \$600 for the 2014-2016 school years. Teachers who have worked 30 or more consecutive years (by June 30, 2014) in a teaching capacity at Edwardsburg Public Schools shall receive longevity pay of \$800 for the 2014-2016 school year. Longevity will be paid via payroll divided equally among the number of payrolls the employee is to receive.

Section 2: The following rates of pay shall apply to the extra-curricular duties listed below:

2014-15 .5% Increase from 13-14

Step /Exp.	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII	CLASS IX
1/No Yrs.	\$4,992	\$4,291	\$3,591	\$3,275	\$2,641	\$ 2,322	\$1,164	\$549	\$356
2/1 Yr.	\$5,368	\$4,594	\$3,820	\$3,460	\$2,832	\$ 2,520	\$1,262	\$599	\$391
3/2 Yrs.	\$5,725	\$4,891	\$4,047	\$3,645	\$3,018	\$ 2,703	\$1,347	\$639	\$414
4/3 Yrs.	\$5,974	\$5,206	\$4,279	\$3,825	\$3,206	\$ 2,887	\$1,446	\$686	\$441
5/4 Yrs.	\$6,526	\$5,521	\$4,510	\$4,012	\$3,403	\$ 3,074	\$1,535	\$727	\$471
6/5 Yrs.	\$6,909	\$5,825							

2015-16 .5% Increase from 14-15

Step /Exp.	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII	CLASS IX
1/No Yrs.	\$5,017	\$4,312	\$3,609	\$3,291	\$2,654	\$2,334	\$1,170	\$552	\$358
2/1 Yr.	\$5,395	\$4,617	\$3,839	\$3,477	\$2,846	\$2,533	\$1,268	\$602	\$393
3/2 Yrs.	\$5,754	\$4,915	\$4,067	\$3,663	\$3,033	\$2,717	\$1,354	\$642	\$416
4/3 Yrs.	\$6,004	\$5,232	\$4,300	\$3,844	\$3,222	\$2,901	\$1,453	\$689	\$443
5/4 Yrs.	\$6,559	\$5,549	\$4,533	\$4,032	\$3,420	\$3,089	\$1,543	\$731	\$473
6/5 Yrs.	\$6,944	\$5,854							

**CLASS I**

Band  
Basketball, Boys or Girls Varsity  
Football, Boy's Varsity  
Yearbook (If not part of class)

**CLASS II**

Wrestling, Boys Varsity  
Baseball, Boys Varsity  
Softball, Girls Varsity  
Track, Boys or Girls Varsity  
Cross Country  
Volleyball, Varsity  
Soccer  
Head Cheerleading Coach, High School (Single Position)

**CLASS III**

Golf, Varsity  
Tennis, Varsity  
Basketball, Boys Jr. Varsity  
Basketball, Girls Jr. Varsity  
Football Assistants

**CLASS IV**

Baseball, Jr. Varsity  
Basketball, Girls Freshman  
Basketball, Boys Freshman  
Softball, Jr. Varsity  
Student Council, High School (Single Position)  
Wrestling, Jr. Varsity  
Track Assistant  
Assistant Cheerleading Coach, High School (Single Position)  
Volleyball, Freshman  
Jr. Varsity Volleyball

**CLASS V**

Basketball, Boys or Girls Middle School  
Football, Middle School  
Student Council, Middle School (Single Position)  
Track, Boys or Girls, Middle School  
Volleyball, Middle School  
Weight Room Monitor (Single Position)  
Wrestling, Middle School

**CLASS VI**

Football, Middle School Assistant  
National Honor Society - (Single Position)  
Play Production Director, High School (Single Position)  
Vocal Music, Middle School and High School (Single Position)  
Cheerleading, Middle School  
Wrestling Assistant, Middle School  
Yearbook, (Part of Class) (Single Position)

**CLASS VII**

Associate Play Director (Single Position)  
Junior Class Sponsor/Prom (Single Position)  
Reading Renaissance Coordinator  
Senior Class Sponsor (Single Position)  
Science Olympiad Secondary Team Sponsor (Single Position)  
Track Assistant, Middle School  
Upper Elementary Student Council (Single Position)  
Volleyball Assistant, Middle School  
NCA/School Improvement Chairperson

**CLASS VIII**

Science Olympiad Team Sponsor (Upper Elementary)  
SADD Organization Sponsor (Single Position)  
Spelling Team Sponsor  
Math Team Sponsor Secondary  
Freshman Class Sponsor (Single Position)  
Sophomore Class Sponsor (Single Position)  
NCA/School Improvement Committee  
Intramural Basketball

**CLASS IX**

Intramural, Volleyball/Wrestling  
Math Sponsor, Elementary  
Science Olympiad, Lower Elementary (Single Position)

**CLUB**

\*Equestrian Club

In the event a non-bargaining unit member is hired for an extracurricular position, he/she shall be paid in accordance

with this section.

Section 3: The Board of Education shall pay the contribution to the Michigan Public School Employee Retirement System that it is obligated to pay by law.

Section 4: Teachers may elect one of two pay options for their salary distribution (Section 1 above). Option #1 - 26 equal pay periods every two (2) weeks (12 months). Option #2 - 22 equal pay periods every two (2) weeks (10 months).

Extra-curricular remuneration from Section 2 of this Article shall be paid on one of three options.

Option #1 - Lump sum upon completion of the activity.

Option #2 - Divided equally among the 22 or 26 pays of this contract. In the event extra-curricular assignments are commenced during the school year, 1/22nd or 1/26th of the contract addendum will be paid each pay period through the 21st or 25th pay of the year. The remainder of the contract addendum will be paid on the last pay of the teacher's pay option. No lump sum or final payment shall be made after completion of the activity without approval from the responsible administrator.

Option #3 - Those activities that are full year activities may receive 1/2 of the remuneration at the end of each semester.

Section 5: The Board of Education will recognize the obtainment of a Master's Degree when obtained after the start of the contract term. This recognition will be remunerated with the start of the semester following the awarded degree.

Section 6: Credit on the Edwardsburg schedule may be allowed to those presenting satisfactory prior teaching and/or military experience.

(a) Teaching Service - full credit for each year or major portion thereof of teaching experience in other schools may be granted.

(b) Military Service - full credit for each year or major portion thereof in the armed forces will be granted to a maximum of two (2) years upon returning to teaching.

Section 7: The hours spent on extra-curricular activities for which pay is received shall be in addition to the thirty-six (36) hours, thirty-five (35) minutes per week reflected in Article III.

Section 8: Additional teaching assignments and total additional pay above the hours specified in Article III (1-a) and (1-b) shall be agreed to in advance, in writing with the Superintendent. The teacher shall be paid 1/6th of his/her salary on step.

Section 9: The Board shall take the steps needed in order to enable teachers to participate in the Michigan Public School Employees Retirement System (MPERS) tax deferred retirement service purchase and repayment program, providing doing so does not result in cost or expense to the Board or the Edwardsburg Public Schools. Participating teachers shall be responsible for all costs and expenses related to participation in the MPERS program.

## ARTICLE X – 2014-2016 INSURANCE

The insurance listed below shall be maintained during the term of this 2014-2016 Agreement. During the 2015-2016 school year if the District experiences a Six and One Half Percent (6.5%) or greater projected increase in insurance costs, any portion of the increase above Six and One Half Percent (6.5%) shall be split equally between the Parties (each Party paying 50% of the increased amount above the first 6.5% increase).

- A. To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for health insurance coverage for all eligible Employees (those not taking cash-in-lieu or the Alternative Plan, and who otherwise meet the other requirements listed in this Article) and their eligible dependents toward the chosen insurance plan (the "Base Plan", which shall be MESSA PAK C) in a combined monthly amount not to exceed Eighty Percent (80%) of the Base Plan premium, paid per eligible Employee.

The Base Plan shall be per MESSA quote number 327263:

Choices II

Deductible \$200/\$400

\$10/\$20 Prescription Card

Delta Dental Plan B

VSP2 Vision

\$20,000 Term Life

Additionally, the Board agrees to pay Eighty Percent (80%) of health insurance related taxes up to a maximum of Twenty Percent (20%) of the total health insurance related taxes.

The Base Plan shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA), IRS Code and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA, IRS Code, and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board.

- B. For those eligible teachers choosing to forego health insurance and instead choose PAK B benefits, the Board shall pay One Hundred Percent of the non-health insurance benefits for PAK B.

PAK B per MESSA quote number 327263:

Delta Dental Plan B

VSP 2 Vision

\$20,000 Term Life

- C. To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for alternative health insurance coverage for all eligible Employees (those not taking cash-in-lieu or the Base Plan, and who otherwise meet all the other requirements contained in this Article) and their eligible dependents toward the chosen insurance plan (the "Alternative Plan", which shall be MESSA PAK A) in a combined monthly amount not to exceed Eighty Percent (80%) of the Alternative Plan premium, paid per eligible Employee.

The Alternative Plan shall be per MESSA quote number: 327263

Super Care I with MCR  
Deductible \$250/\$500  
\$10/\$20 Prescription Card  
Delta Dental Plan B  
VSP2 Vision  
\$20,000 Term Life

Additionally, the Board agrees to pay Eighty Percent (80%) of health insurance related taxes up to a maximum of Twenty Percent (20%) of the total health insurance related taxes.

The Alternative Plan shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA), IRS Code, and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA, IRS Code, and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board.

- D. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1<sup>st</sup> of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay the Monthly Contribution. The Board shall have the right to make deduction of any amounts due from the Employee's wages, and shall be held harmless from any liability arising from the deduction.
- E. Employees who have access to another Employee's Board funded insurance or have access to other insurance which complies with the PPACA in a manner which avoids taxes, penalties, or fees attributable to the Board shall not be eligible for separate Board provided health insurance. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's PPACA compliant insurance, but have dependents of their own. Those individuals may take separate Board funded insurance. During open enrollment, Employees electing health care coverage will sign a statement that they are complying with this paragraph.
- F. Unless otherwise noted within this Agreement, or as required by law or regulation, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days.
- G. Employees who are eligible for Board paid insurance contributions may make a written waiver of that coverage and instead elect to receive PAK B benefits and cash-in-lieu of health benefits in the amount of \$350.00 per month (less applicable taxes) in accordance with the District's Section 125 Plan.

- H. Employees are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within 31 days of any termination of their employment status.
- I. To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status, except as is otherwise provided herein or by law or regulation. Employees may continue the coverage at their own expense to the extent permitted by law or regulation.
- J. The Board shall not be required to remit premiums for any insurance coverages on behalf of an Employee if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.
- K. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it (unless the failure to remit contractual premium amounts is pursuant to Public Act 54 of 2011 or the requirements of this Article).
- L. Changes in family status shall be reported by the Employee to the Board within thirty (30) days of such change. The Employee shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.
- M. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 1<sup>st</sup> day of the 1<sup>st</sup> full month following their employment. Those employees opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions, but must participate in all other insurance products chosen by the Association at the Employee's sole expense if full unit participation is required by the insurance carrier. An Employee shall be eligible for Board paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the Employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty [30] hours or more per week in the District).
- N. The Board agrees to make payment of prorated premiums for part-time teachers based upon the portion of the part-time teachers assignment to a full-time assignment (*i.e.*, half-time assignment is eligible to receive payment of one-half the amount paid by the Board for a full-time teacher for either the Base Plan, PAK B, or the Alternative Plan). Amounts in excess of Board's obligation will be deducted from the teacher's salary or paid directly to the District by the teacher if the teacher does not have wages to deduct. A maximum of 12 months coverage shall be provided each eligible teacher, beginning July 1 through June 30 of each year.
- O. The "medical benefit plan coverage year" shall run from July 1 to June 30 of each school year.

## ARTICLE XI - LEAVES OF ABSENCE

Section 1: Absences due to personal illness or other physical disability; physical disability shall be defined as a disability which prevents the teacher from performing teaching duties as certified by a qualified physician.

- (a) At the beginning of each school year all full time teachers shall receive ten (10) days sick leave credit, which can accumulate to one hundred and thirty-five (135) days. Each year's new days shall be in addition to those previously accumulated.
  - (1) Each teacher shall notify the administration of the intended absence stating the nature of leave (illness, etc.) and where he/she can be contacted during the day. Each teacher shall give such prior notice to the scheduled on-the-job starting time.
  - (2) Each teacher may be required by the administration to give his/her immediate superior a written, signed statement indicating the reasons for such absence when reporting to work on the first working day following his/her absence. Failure to comply with this provision can result in the withholding of pay for such leave days.
  - (3) The Board of Education reserves the right to require a doctor's certificate or other evidence of illness for any absence extending beyond five (5) days in any school year.
  - (4) Accumulated sick leave time shall terminate upon severance or permanent suspension of employment.
- (b) A new employee must actually report for duty on or after the date stipulated on the contract in order to be eligible for sick leave credit.
- (c) In case of injury to an employee while working for the Board of Education which would be covered under Worker's Compensation, the employee will receive the difference between Worker's Compensation allowed and his/her full salary but not in excess of the amount of salary in his/her sick leave credit.
- (d) A teacher must have lesson plans available for a substitute in order to qualify for sick leave.

Section 2: Policy for absences other than personal illness for which a teacher would be paid:

- (a) A total of three (3) days will be allowed for each death in the immediate family. The immediate family will include mother, father, mother-in-law, father-in-law, present spouse, son, daughter, brother, sister, grandparent or grandchild. Additional days may be allowed upon request to the Superintendent and with his approval.
- (b) One (1) day will be allowed when requested for each death of relatives outside the immediate family and for friends. Additional day(s) may be allowed upon request to the Superintendent and with his approval.
- (c) Absences to attend conventions and other educational meetings may be permitted without salary deduction provided they are approved by the Superintendent prior to the meeting.



- (d) Personal 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 may be used under the following conditions:
- (1) Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least five (5) days in advance of the anticipated absence for approval by the Superintendent or his designated representative. This form must be filed with the principal or immediate supervisor.
  - (2) It is understood that such leave shall not be granted for the first or last day of the school year nor on the first working day immediately preceding or following a vacation period or holiday.
  - (3) Maximum length of such leave shall not exceed two (2) days per school year.
  - (4) It is agreed that there shall not be more than 10% of the staff at any one building on such leave on any given day, except in case of emergency. In the case of emergency approval, the teacher must give the reason for the absence to the Superintendent. In this case, the decision of the Superintendent shall be final and not subject to the grievance procedure.
  - (5) Personal business leave days shall be used for conducting personal business, which cannot be conducted at times other than during normal work hours.
  - (6) Personal business days shall not be used by Association officers and other members of the bargaining unit for the purpose of attending Association conferences, workshops, or professional development academies.
  - (7) Unused personal business days shall be added to the teacher's unused accumulated sick leave.
- (e) One (1) day for a ceremony or function in which the teacher receives a degree or honor.
- (f) Teachers may be absent for jury duty. The Board will pay an amount equal to the difference between the teacher's daily salary and the jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports or performs jury duty and on which he otherwise would have been scheduled to work.

A teacher will be paid if the teacher is required to be absent because the teacher is subpoenaed to appear in court to testify as a witness. This provision shall not apply where the school district or Board of Education is a party to the lawsuit and the teacher is subpoenaed by the party opposing the school district or Board of Education.

- (g) The Association, with at least five (5) days notice to the Superintendent shall be allowed fourteen (14) days per year to be used by the Association officers and other members of the bargaining unit for the purpose of attending Association conferences, workshops or professional development academies provided that no teacher shall use more than four (4) days except with the approval of the Superintendent. Such days shall not accumulate. The Association shall assume the cost of the substitute and for the cost of the employee's retirement for the time of the Association leave in accordance with Public Act 197 of 1982, as amended.

- (h) A teacher may use a maximum of ten (10) days of the sick leave credit provided by Section 1 (a) of this article for serious illness, injury or hospitalization of a member of the teacher's family which necessitates the teacher's presence to care for the family member. Upon the request of a teacher, the Superintendent of Schools shall have the discretion to allow a teacher to use additional accumulated sick leave for serious illness, injury or hospitalization of a member of the teacher's family, which necessitates the teacher's presence to care for the family member. If the Superintendent allows additional accumulated sick leave to be used, that shall not create a precedent for future requests. The Superintendent's refusal to grant a request to use more than the maximum of ten (10) days accumulated sick leave shall not create a precedent for future requests. The Superintendent's refusal to grant a request to use more than the maximum of ten (10) days accumulated sick leave shall not be subject to the grievance procedure.

Section 3: Unpaid Leaves of Absences:

- (a) The Board may grant a leave of absence upon written request of a teacher for a period not to exceed one (1) year subject to renewal at the will of the Board. The following conditions shall apply to all extended leaves of absence:
  - (1) Eligibility shall be based on a minimum of two (2) years of continuous service in the district.
  - (2) Salary and benefits shall not accrue during any unpaid leave of absence. Sick leave days shall not accrue, but unused sick leave held at the start of the leave shall be reinstated.
  - (3) Written notice to either return or resign shall be given to the Superintendent of Schools by March 15, of the year in which the leave expires. Failure to comply with this provision shall conclusively be deemed a resignation by the teacher and is not subject to the grievance procedure.
  - (4) A teacher shall be entitled to return to the teacher's former position or to another position for which the teacher is certified and qualified upon termination of the teacher's initial leave and after proper notification to the administration.
  - (5) All leaves of absences shall have a termination date of June 30.
- (b) Upon written application, a leave of absence without pay for up to one (1) year may be granted for study related to the teacher's licensed field.
- (c) Upon written request, a teacher shall be granted a child care leave not to exceed one (1) year provided the request is received at least three (3) months prior to the expected date of birth.
- (d) Upon written request, a teacher may be granted one (1) year leave without pay before the beginning or at the conclusion of a school year to serve in a public office.
- (e) Upon written request, any teacher whose personal illness extends beyond the accumulated sick leave days shall be granted a leave of absence without pay not to exceed the period ending one (1) year from the date the teacher exhausted sick leave. Before the teacher returns from such leave, the Board may require a certificate of good physical and mental health from a properly licensed doctor.

- (f) Upon written request, a leave of absence without pay not to exceed one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family.
- (g) Upon written request, a leave of absence without pay not to exceed one (1) year may be granted to any teacher for the purpose of serving as an officer of the Association or its staff.
- (h) In accordance with the Family and Medical Leave Act of 1993 (FMLA), eligible teachers shall be entitled to FMLA leave for the following:
  - (1) Birth of a child or placement of a child with the teacher for adoption or foster care.
  - (2) The teacher's own serious health condition.
  - (3) The teacher is needed to care for his/her child, spouse or parent with a serious health condition.

FMLA leave shall be administered in accordance with the FMLA and applicable regulations. This contract shall not be construed as limiting the rights of the Board and teachers under the FMLA.

- (i) A teacher who has been employed by the Board for at least five (5) years may request an unpaid leave of absence to attend or participate in special events and activities, such as trips awarded to the teacher's spouse by his/her employer. Leaves of absence for such special events and activities shall not be available more frequently than once every five (5) years. Such leaves shall be without pay and benefits. The teacher shall pay through payroll deduction the per diem cost of insurance benefits while on unpaid leave.

Section 4: Administration of Sick Leave Provisions:

- (a) At the beginning of each year, a report shall be made to each eligible teacher indicating the amount of sick leave credit remaining.
- (b) Holidays, vacations or other days when teachers are paid but not required to report for work shall not be considered deductible from the employee's sick leave credit accumulation.
- (c) The questions of employing a substitute or replacement for an absent employee has no relation to deductions made under this policy.
- (d) No payment under the sick leave policy shall be made beyond the date of resignation, death or retirement of an employee.
- (e) The daily deductions from the salary made under this policy shall be made by dividing the base salary by the number of work days indicated on the teacher's contract.
- (f) The teachers will be notified immediately of any deductions in pay because of absence and will be given the reason for such deductions. Teachers may choose which pay period either their next succeeding or final pay period from which such pay will be deducted.

The following attendance bonus will be paid to teachers whose absences for the school year equal:

0 days	\$350.00
.5 - 1 day	\$300.00
1.5 – 2 days	\$250.00

For purposes of the incentive, days refer to any day for which the teacher's absence is for a reason that his or her accumulated personal illness/disability leave days or personal days were charged. For purpose of this section, an absence of less than a full school day will be rounded up or down to the nearest half or full day. Attendance incentive pay to be paid on or before June 30<sup>th</sup> of the applicable year.

Section 5: Retirement Severance

- (a) A teacher who has at least twenty (20) years of service in the bargaining unit and who retires under the Michigan Public School Employees' Retirement System shall receive upon retirement pay at the rate of \$25.00 per day for all accumulated sick leave in excess of 60 days.
- (b) This benefit shall not be available for a teacher who retires under threat of discharge for just cause.

**ARTICLE XII - APPLICATION PROCEDURE FOR IN-SERVICE OR CONFERENCE  
ATTENDANCE**

Section 1: In-Service Meetings:

- (a) The Association may submit requests for courses, workshops and programs designed to improve the quality of instruction to the Superintendent who will present the requests along with his recommendation to the Board of Education.
- (b) The Association agrees to submit the following information with each request:
  - (1) Rationale for such a meeting or course;
  - (2) Extent staff members were involved in arriving at this request;
  - (3) The number of teachers who would participate;
  - (4) Estimated cost of project;
  - (5) The facilities needed;
  - (6) Time when this project would take place.
- (c) No additional compensation will be granted to teachers attending inservice meetings. Failure of the Board to approve a request would not be subject to grievance.

Section 2: Professional conferences and clinics:

- (a) Teachers may submit requests for attendance at conferences and clinics related to their teaching assignment or other duties to the building principal who will present the requests along with a recommendation to the Superintendent for his written approval or disapproval.
- (b) If approved for conference attendance, teachers shall be reimbursed for their expense according to Board of Education policy in effect at the time and subject to approval of the Superintendent. Such expenses shall include but not be limited to food, lodging, travel and any fees connected with the conference or clinic. Teachers agree to submit proper bills and other evidence as required to support their claim.
- (c) The decision of the Superintendent as to what expenses are appropriate and who attends such meeting is final and will not be subject to grievance under the terms of this Agreement.
- (d) Upon return from the conference, the teacher shall submit a written report to his/her building principal. The report shall review and evaluate the conference content and comment on any benefits to the school district resulting from the conference attendance.
- (e) Teachers approved for conference attendance in Section 2(a) above shall be granted sufficient leave time without loss of pay.

## ARTICLE XIII - DEDUCTIONS

Section 1: To the extent allowed by law, for those employees who voluntarily execute payroll deduction authorizations, the Board agrees to deduct voluntary contributions monthly. Pursuant to such authorization, the Board shall deduct one-tenth of such contributions from the regular pay of the teacher each month for ten (10) months, beginning in September and ending in June of each year. The initial deduction of contribution request must be delivered to the office of the Superintendent at least seven (7) days prior to the payday in which the deduction will be made.

Section 2: Upon appropriate written authorization from the employee, the employer shall deduct from the salary of any employee and make appropriate remittance for MEA-FSA's, tax deferred annuities, United Federal Credit Union, or any other plans or programs jointly approved by the Association and employer, and insurance programs not paid or fully paid by the employer.

- (a) Any program for deductions must have a minimum of five (5) participants to be established or remain in effect.
- (b) Any initial deduction or change in deduction must be delivered to the payroll office seven (7) days prior to the affected payday.
- (c) The employer shall be held harmless against any and all claims or demands of such payroll deductions.

## ARTICLE XIV -- CLASS SIZE

The Board will strive to meet State Department of Education incentives regarding class size.

The principal will consider student behavior when determining student assignments.

The Superintendent will meet with a representative of each building four (4) times a year to discuss district plans and E.E.A. concerns including class size. A list of concerns will be provided the Superintendent one (1) week in advance of each meeting.

In determining the assignments of students with disabilities, the administration will consider factors such as the number of students assigned to each class, the number of classes being taught by the teacher, the nature of the disabilities and the number of mainstreamed students in the class.

Changes in education and teaching strategies make it difficult to specify class size and loads. Individualization, team teaching and multi-level classrooms are a few situations in which class groupings are flexible and vary greatly. Class loads will be kept within reasonable limits, considering all relevant factors such as facilities and finances. It is recognized that it is more likely that class size could exceed desired levels at the beginning of each school year. Within ten (10) days after the fall count date, the contract review committee can request a meeting with the Superintendent of Schools to discuss a possible remedy(ies) to specific classroom(s) experiencing an excessive number of students.

## **ARTICLE XV - PROTECTION OF BARGAINING UNIT WORK**

Except where prohibited by the Public Employment Relations Act, the parties shall negotiate as to the effect of any outsourcing of educational programs where a reduction of teaching staff is a consequence of such outsourcing. "Effects" as set forth in this Article shall include severance pay.



## ARTICLE XVI - GENERAL

Section 1: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 2: This agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

Section 3: The parties acknowledge that during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Therefore, the Board and the Association, for the life of this agreement each voluntarily waives the right to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. However, by mutual agreement between the parties, negotiations may be reopened for the purpose of dealing with an issue not otherwise covered by this Agreement.

Section 4: This constitutes the full and complete agreement between the parties. It cannot be extended orally.

## ARTICLE XVII - LEAST RESTRICTIVE ENVIRONMENT

### Section 1: Least Restrictive Environment/Medically Fragile Students.

- (a) In order to assist handicapped students in making a successful transition from placement in special education classes to both the regular and special education classes pursuant to placement recommendations made by the Individualized Educational Planning Committee (IEPC), the following guidelines will be followed:
- (1) The building administrator will attempt to place an eligible student in the smallest available and appropriate regular education class. Each of the teachers into whose classrooms a student has been placed shall be invited to serve on the IEPC for that student.
  - (2) When requested by the regular classroom teacher in whose class(es) an eligible student is placed, special training or consultant assistance relevant to the student's needs will be arranged for by the administration.
  - (3) The responsible administrator shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special needs student; provided, however, that no teacher shall be required to perform suctioning, catherization, or diapering of a student.

## ARTICLE XVIII - SCHOOL IMPROVEMENT

### Section 1: School Improvement

- (a) Pursuant to Public Act 25 of 1990, the parties have established a school improvement committee in order to adopt and implement school improvement plans. "SIP" as used in this Agreement shall mean a School Improvement Plan.
- (b) The SIP committee shall meet on a regular basis and shall be empowered to make recommendations to the Superintendent.
- (c) The conditions, which follow, shall govern employee participation in the SIP committee;
  - (1) Participation by the employee is voluntary.
  - (2) If SIP meetings or activities are scheduled during an employee's regular work day, an employee shall be released from duties without loss of pay or benefits to attend such meetings or activities.
  - (3) If SIP meetings or activities are scheduled outside the employee's regular work day or work year, participation shall be voluntary.
- (d) In the event any provision of a SIP or application thereof violates, contradicts, or is inconsistent with the Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail.

## ARTICLE XIX - PART TIME EMPLOYMENT

Section 1: A teacher may request a transfer from a full-time teaching position to a part-time teaching position. Such requests should be submitted to the teacher's building principal and the Superintendent of Schools.

Section 2: If a teacher's request to transfer from a full-time teaching position to a part-time teaching position is granted, the teacher's salary and benefits will be pro-rated to appropriately reflect the teacher's part-time status. The teacher shall be eligible to receive the insurance benefits specified in Article XII, Section 1 of this Agreement provided, however, that the Board will only pay a pro-rata portion of the insurance premium and the teacher shall be obligated to pay a pro-rata portion of the insurance premium to reflect the employee's part-time status (e.g., if employee is half-time, the Board shall pay one-half the premium and the teacher shall pay one-half the premium).

Section 3: As a part-time teacher, the teacher shall attend parent-teacher conferences for his/her students and will attend the inservice/work days as deemed appropriate for part-time employees.

Section 4: Association agrees that it will not support or pursue any grievance, which may be filed by or on behalf of a teacher who claims he/she has been adversely affected by the implementation of Section 4 of this Article.

## ARTICLE XX - CALENDAR

### SUMMARY OF CALENDAR YEARS 2014-2016\*

TO BE UPDATED TO MEET THE REQUIREMENTS OF THE REVISED SCHOOL CODE AND THE STATE AID ACT

172 Student Days  
6 Half Student Days

8 Half Teacher Work Days  
5 Full Professional Development  
4 Paid Holidays

TOTAL 178 DAYS

172 Full Student Days  
x 6 hours 25 minutes\*\*  
1103 Hours

6 Half Days  
x 3 hours and 15 minute day\*\*  
19.5 Hours

1103 hours  
+19.5 hours  
1122.50 TOTAL HOURS

\*Hours and days may be adjusted if necessary to satisfy state requirements, or as necessary to receive full funding.

\*\*Length of day may be different at different buildings and may be adjusted if necessary to satisfy state requirements, or as necessary to receive full funding.

# EDWARDSBURG PUBLIC SCHOOLS 2014-2015 SCHOOL YEAR CALENDAR

2015-2016 School Year Calendar To Be Completed Through The Ongoing Collaborative Process

AUGUST 25, 2014	TEACHER WORK DAY
AUGUST 26, 2014	PROFESSIONAL DEVELOPMENT DAY
AUGUST 27, 2014	PROFESSIONAL DEVELOPMENT DAY
AUGUST 28, 2014	PROFESSIONAL DEVELOPMENT DAY
AUGUST 29, 2014	NO SCHOOL
SEPTEMBER 1, 2014	LABOR DAY – NO SCHOOL
SEPTEMBER 2, 2014	FIRST DAY FOR STUDENTS – FULL DAY/KDG. ORIENTATION
SEPTEMBER 3, 2014	FIRST DAY FOR KINDERGARTEN STUDENTS
OCTOBER 15, 2014	HALF DAY STUDENTS AND STAFF (A.M.) PARENT TEACHER CONFERENCES - EVENING
OCTOBER 16, 2014	NO SCHOOL FOR STUDENTS PARENT TEACHER CONFERENCES - AFTERNOON/EVENING
OCTOBER 17, 2014	NO SCHOOL FOR STUDENTS PROFESSIONAL DEVELOPMENT DAY
OCTOBER 31, 2014	END OF GRADING PERIOD - HALF DAY STUDENTS (A.M.) FULL DAY STAFF – WORK DAY (P.M.)
NOVEMBER 26, 2014	HALF DAY FOR STUDENTS AND STAFF (A.M.)
NOVEMBER 27-28, 2014	NO SCHOOL – THANKSGIVING BREAK
DECEMBER 22, 2014	WINTER BREAK BEGINS
JANUARY 5, 2015	SCHOOL RESUMES
JANUARY 19, 2015	NO SCHOOL FOR STUDENTS PROFESSIONAL DEVELOPMENT DAY
JANUARY 23, 2015	END OF GRADING PERIOD - HALF DAY FOR STUDENTS (A.M.) FULL DAY STAFF – WORK DAY (P.M.)
MARCH 27, 2015	END OF GRADING PERIOD – FULL DAY STUDENTS AND STAFF
APRIL 3, 2015	GOOD FRIDAY – HALF DAY STUDENTS AND STAFF (A.M.)
APRIL 6, 2015	SPRING BREAK BEGINS
APRIL 13, 2015	SCHOOL RESUMES
MAY 25, 2015	MEMORIAL DAY – NO SCHOOL
JUNE 5, 2015	END OF GRADING PERIOD - HALF DAY STUDENTS (A.M.) FULL DAY STAFF – WORK DAY (P.M.)


Month	Student Full Days	Student Half Days	Teacher Work Half Days	Professional Development Half Days
August			8/25 (2 half days, a.m. and p.m.)	8/26, 8/27, 8/28 6 half days 6 hrs. 15 min. each
September	21			
October	19	10/15, 10/31 a.m. (2 - 6 hrs. 30 min.)	10/15 Evening Conf.; 10/16 Noon and p.m. Conf. 10/31 p.m. Work Day (4)	10/17 a.m. and p.m. 2 half days - (6 hrs. 15 min.)
November	17	11/26 a.m. (1 - 3 hrs. 15 min)		
December	15			
January	18	1/23 a.m. (1 - 3 hrs. 15 min)	1/23 p.m. Work Day (1 half day)	1/19 a.m. and 1/19 p.m. 2 half days (6 hr. 15 min.)
February	20			
March	22			
April	16	4/3 a.m. (1 - 3 hrs. 15 min.)		
May	20			
June	4	6/5 a.m. (1 - 3 hrs. 15 min.)	6/5 p.m. (1 half day)	
1 Day is 6 hrs. 25 min.		1/2 Day is 3 hrs. 15 min.		
Need a Total of 178 Student Days by Contract			Work Days do NOT count toward student hours	5 Professional Development Days Total 31 Hrs. 15 Min.
Totals	172 Full Days	6 Half Days	8 Half Days	
Total Hours	1103 hrs. 0 min.	19 hrs. 30 min.	1122 hrs. 30 min. Instruction	

**ARTICLE XXI DURATION**

This Agreement shall become effective as of this date it is ratified by both the Board and Association and will remain in effect until midnight of June 30, 2016.

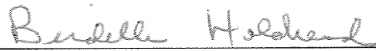
Signed this 23<sup>rd</sup> day of JUNE, 2014 in the Village of Edwardsburg, Michigan.

EDWARDSBURG EDUCATION  
ASSOCIATION

By 

Its: Co-President

EDWARDSBURG PUBLIC SCHOOLS

By 

Its: PRESIDENT OF BOARD OF EDUCATION



**LETTER OF AGREEMENT**

**Between**

**EDWARDSBURG EDUCATION ASSOCIATION**

**And**

**EDWARDSBURG PUBLIC SCHOOLS' BOARD OF EDUCATION**

This Letter of Agreement is entered into this 27<sup>th</sup> day of May, 2014, by and between the Edwardsburg Public Schools Board of Education (hereinafter referred to as the "Board") and the Edwardsburg Education Association (hereinafter referred to as the "Association" or with the Board, the "Parties").

WHEREAS, the Parties have a well-established past practice of employing retired teachers in part-time positions to perform limited duties, including duties related to Title I and other State and Federal programs; and,

WHEREAS, the Parties have a well-established past practice of paying retired teachers in an individually agreed upon amount consistent with the limitations of the Social Security Act and Michigan Public School Employees Retirement System requirements; and,

WHEREAS, the Parties agree that the retired teachers are a part of the Association's bargaining unit, but are not intended to be subject to the wage scale for regular full-time teachers, as they are not regular full-time teachers and such a wage scale would inhibit the retired teachers' Social Security and MPSERS benefits; and,

WHEREAS, the Parties wish to memorialize their past practice.

NOW THEREFORE, the Board and the Association agree as follows:

1. The Board and the Association recognize the Edwardsburg Public Schools' past and present practice of employing retired teachers on a part-time basis to perform limited duties, as these teachers possess valuable experience and skills that enrich the educational environment for students, teachers, and staff.
2. The Board recognizes the Association as the sole and exclusive collective bargaining representative for postretirement part-time teachers employed by the Edwardsburg Public Schools.
3. The Board and the Association recognize that postretirement part-time teachers employed by the Edwardsburg Public Schools are paid on an individually agreed upon pro-rata basis and are not subject to the pay scale applied to regular full-time teachers contained in the Collective Bargaining Agreement.

**EDWARDSBURG EDUCATION  
ASSOCIATION**

By: Stephane Meltzer  
Its: President

By: Shirley Holmes  
Its: Chief Negotiator

Date: May 27<sup>th</sup>, 2014

**EDWARDSBURG PUBLIC SCHOOLS**

By: Burdell Holdren  
Its: President

By: [Signature]  
Its: Superintendent

Date: May 29, 2014