# MASTER AGREEMENT

Between

Decatur Public Schools

And

Van Buren County Education Association/ Decatur Education Association, MEA-NEA

> 2024-2025 2025-2026 2026-2027

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#### **AGREEMENT**

THIS AGREEMENT is entered into on June 17, 2024, between the VAN BUREN COUNTY EDUCATION ASSOCIATION/DECATUR EDUCATION ASSOCIATION/ MICHIGAN EDUCATION/NATIONAL EDUCATION ASSOCIATION, a voluntary, unincorporated association, (the "Association") and the BOARD OF EDUCATION OF DECATUR PUBLIC SCHOOLS, VAN BUREN AND CASS COUNTIES, MICHIGAN, (the "Board"). The signatories shall be the sole parties to this Agreement.

#### ARTICLE 1 RECOGNITION

Section 1: The Board hereby recognizes the Van Buren County Education Association (VBCEA/DEA, MEA-NEA) as the sole and exclusive bargaining representative for all certified personnel and counselors and librarians under contract. Such representation shall exclude superintendent, assistant superintendent, principals, assistant principals, substitutes, and all other employees. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the VBCEA/DEA, MEA-NEA in the bargaining or negotiations unit as above-defined and shall include teachers in positions in the alternative education program.

Section 2: The VBCEA/DEA, MEA-NEA shall designate the DECATUR EDUCATION ASSOCIATION, (the "Association,") as the sole manager of this Agreement, to include the processing of grievances and the authority to enter into agreement with the Board on binding interpretation of the terms and provisions of this Agreement.

#### ARTICLE 2 ASSOCIATION AND TEACHER RIGHTS

Section 1: The Board will share a monthly personnel report with the Association if there are any bargaining unit members that are newly hired, have a change of duty greater than 25% of assignment time, leaves of absence extending one (1) month or more, or that have left the employ of the District for any reason. If there are no changes for a month, then no report needs to be supplied. The Board Personnel Report would satisfy this requirement as long as it contains all of the above information.

<u>Section 2</u>: The Association and its representatives shall have the following rights to conduct Association business:

- (a) The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge, therefore. No charge shall be made for the use of school rooms before the commencement of the school day or until 6:00 p.m. Advanced scheduling must be made with the Administration.
- (b) Use of teachers' mailboxes or e-mail for distribution of Association business provided the content is appropriate and not during work time.
- (c) Use of appropriate bulletin board space in each teacher's lounge provided the content is appropriate.
- (d) Use of school duplicating equipment with the school providing duplicating operator and the Association paying any costs incurred. The use of duplicating equipment shall be done at reasonable times when not interfering with instructional programs and duplicating per the schedule of the operator. All other school business equipment may be used at a reasonable time and when otherwise not in use.

- (e) Appropriate prior notice of Board meetings shall be posted on the bulletin board outside of the Superintendent's office and online. The agenda shall be made available to the Association prior to each Board meeting.
- (f) The Board shall provide a copy of budgetary and other District information that is a matter of public record upon request.
- Section 3: Every teacher of the District shall have the right freely to organize, join, and support the Association for the purpose of engaging in negotiations and other lawful concerted activities for mutual aid and protection. The parties will not directly or indirectly encourage, discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the Public Employment Relations Act ("PERA"), as amended, that they will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association or collective professional negotiations or his institution of any grievance.
- Section 4: A teacher shall have the right to review the contents of all personnel records of the District pertaining to said teacher originating after original employment and to have a representative of the Association accompany him in such review. The above personnel records shall include administrative evaluations, administrative directives to the individual, and parental complaints directed toward the teacher. A teacher shall have the right to submit a letter of rebuttal to be placed in her personnel file as it relates to any of the above items in this section, providing, the letter of rebuttal is added within seven (7) calendar days of the date of review.

#### ARTICLE 3 RIGHTS OF THE BOARD

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

- (1) The executive management and administrative control of the school system and its properties and facilities and the contractual activities of its employees.
- (2) Hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal; and to promote and transfer all such employees.
- (3) Establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board after consultation with appropriate teaching and other professional staff members.
- (4) Decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teacher aids of every kind and nature, after consultation with appropriate teaching and other professional staff members.

(5) Determine class schedules, the hours of instruction, and the related duties, responsibilities, and assignments of teachers and other employees, and for administrative and non-teaching activities, and the terms and conditions of employment.

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

#### **ARTICLE 4 TEACHING HOURS**

Section 1: The teacher's day starts at 7:50 a.m. and ends at 3:10 p.m. on a regular school day. The day shall be scheduled by Administration.

Start of Instructional Day: 8:00 a.m. End of Instructional Day: 3:00 p.m.

Teachers are to remain after the end of the normal workday or arrange to be present prior to the beginning of the normal workday for a sufficient period of time to attend to their professional responsibilities and to meet with students, parents, teachers and administrators of the school district regarding their instructional duties. Reporting and leaving time for a teacher workday when students are not present or dismissed early shall be the same as on the normal student instruction day, unless otherwise scheduled differently. Instructional time shall be scheduled time with certified teachers that meets the requirements of the Michigan Department of Education for hours of student instruction for receipt of state aid funding.

These times cannot be adjusted by the Board more than fifteen (15) minutes, forward or backward in the same direction.

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

- Section 2: A teacher's day may be flexed when mutually agreed upon between the teacher and Administration to begin earlier or later as long as the assignment adheres to the same total work hours and guidelines as defined in Article IV, Section 1 above and do not change teaching loads as defined in Article V, Section 1.
- <u>Section 3</u>: Nothing herein shall prohibit the Administration from excusing a teacher early for an emergency.
- Section 4: Except in emergency situations of short duration, all teachers shall have a duty-free lunch period of 30 minutes. Teachers may volunteer to supervise during duty free lunch and receive a school lunch. The Building Principal will determine the number of volunteers needed and any rotation of volunteers will be decided by Administration.

Section 5: Except when excused by the administrator in charge, attendance at professional staff meetings after school hours is mandatory for all teachers when such meetings are scheduled by the Board or the Administration. Teachers shall not be required to attend more than two (2) hours of such professional staff meetings in any week. These meetings will not occur on a weekly basis. Except for an emergency, said professional staff meetings shall only be convened with a minimum of twenty-four (24) hours advance notice. Normally, these meetings will be held on a predetermined weekday to be established at the beginning of the school year.

#### ARTICLE 5 TEACHING LOADS

- Section 1: The normal weekly teaching load of a teacher in the Jr. Sr. High School will be: twenty-five (25) to thirty (30) teaching periods and five (5) unassigned preparation periods. Teachers at the Jr. Sr. High School will have a minimum of forty-five (45) minutes of preparation time per day. The normal weekly teaching load of a teacher in Davis Elementary school shall include five (5) forty (40) minute unassigned preparation periods per week in elementary grades. For the purposes of this section the term "unassigned" means that there shall be no regularly scheduled supervision of students. These times are specifically to be used for instructional preparation or related activities. Teachers shall, on occasion, be expected to be available for parent conferences, student assistance administrative meetings, and other duties as required on an irregular basis as outlined above provided that appropriate notice is given.
- Teachers of elementary grades shall not be required to supervise students during the students' scheduled recess periods. If elementary recesses are used as a reward, teachers are to supervise the students. Teachers may, on a voluntary basis, supervise students during recess scheduled by the building principal. Teachers will be compensated with one release day for every twenty-five (25) recesses served. The release day must be approved in advance by the building principal and may not be banked. The number of volunteers and any rotation of volunteers will be decided by Administration. Teachers can opt to receive substitute rate of pay in exchange for the release day. Unused release days remaining at the end of the year will be paid at the pro-rated daily substitute rate.
- Section 3: If a teacher is requested to teach a class during the teacher's preparation period on a full-time basis, the teacher will receive additional compensation. The additional compensation shall be the teacher's instructional hourly rate multiplied by the number of additional hours taught.
- Section 4: If "zero hour" classes are offered before or after the regular school day, it is with the understanding that (1) no teacher will be required to accept such responsibilities, and (2) teachers who teach Board-approved classes outside the regular school day will be paid using the formula in Section 3.
- Section 5: A teacher that volunteers to substitute for another teacher during their preparation hour as mutually agreed upon with the principal, will be paid at \$25.00 per hour.

#### ARTICLE 6 PROFESSIONAL QUALIFICATIONS

# Section 1: Staff members of Decatur Public Schools shall hold certificates valid in the State of Michigan and shall meet all qualifications prescribed by the law and the accrediting agencies of the school. This standard does not prohibit the District from hiring people without certification if not required by the State of Michigan.

- (a) "Certification" is defined as the extent and limitations of the endorsements listed on the teacher's current valid certificate issued by the Michigan Department of Education.
- (b) Qualification shall be defined as: For positions at the elementary level, middle school level, and high school level, special education as well as for positions in the special areas of music, art, and physical education, teachers must meet the applicable State certification and licensure requirements for certification obtained through alternative routes to certification.
- (c) The certification and qualifications of a teacher shall be on file with the Board. It is the teacher's duty to make sure the Board's records are correct and to notify the Board, in writing, of any inaccuracies or changes.
- (d) It shall be the responsibility of each teacher to notify the Board of any change of address and any change of status.
- (e) Upon request, the Board shall provide the Association with the current list of certifications and qualifications for each Association member.

#### ARTICLE 7 GRIEVANCE PROCEDURES

- Section 1: A grievance shall be defined as an alleged violation of the terms of this Agreement. It is expressly understood that disputes arising over the discharge or failure to reemploy a tenured teacher shall be subject only to the procedures set forth in the Tenure Act. Further, it is expressly understood that disputes arising over the discharge or non-renewal of a probationary teacher shall be subject only to the procedures for non-renewal of a probationary teacher set forth in the Tenure Act. The discharge or non-renewal of a probationary or tenured teacher shall not be subject to the grievance procedure hereinafter set forth.
- Section 2: A teacher who believes he has a grievance shall first discuss the matter with his Principal personally or accompanied by an Association representative or Association officer within five (5) school days after the occurrence of the event or when the teacher should have had knowledge of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this manner, the following formal grievance procedure shall apply.
- Section 3: FIRST STEP. Any grievance that is not settled as set forth in Section 2 of this Article or those grievances submitted by the Association shall be submitted in writing on grievance form (Appendix F) to the Principal of the school in which the

grievance arises. All grievances shall state the facts upon which they are based, when they occurred, and shall be signed by the teacher who is filing the grievance or any officer of the Association when the Association files the grievances and shall be submitted to the Principal within three (3) school days after the informal meeting described in Section 2 above or the occurrence of the event upon which the grievance is based for those matters submitted by the Association. The Principal shall give a written answer to the aggrieved teacher or the Association within two (2) school days after receipt of the written grievance. If the answer is mutually satisfactory, the Grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Principal.

#### Section 4:

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

#### Section 5:

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

#### Section 6:

FOURTH STEP. If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with its Arbitration Rules, providing such submission is made within fifteen (15) calendar days after receipt by the Association of the Board of Education's Third Step answer. (It is also agreed that no appeal will be made to arbitration by an individual teacher unless the Association grants written approval for this appeal.) If the grievance has not been submitted to arbitration within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, delete from, or otherwise modify provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions and the arbitrator's decision shall be binding upon the parties hereto.

The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Association. The arbitrator shall have no power to rule upon matters removed from his jurisdiction by this Agreement or upon the content of an evaluation.

- A. At arbitration, the grievant may not raise any new allegation or rely on any evidence not previously disclosed in the grievance process.
- B. The Arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.
- C. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the Arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the Arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.
- Section 7: Grievances which are not filed or appealed within the time limit specified in the above grievance procedure shall be considered to be withdrawn by the Grievant and/or Association.
- Section 8: The presentation and discussions of grievances provided for in this Article shall take place outside the regular school hours, except during the first two (2) steps of this procedure (Sections 3 and 4 of this Article), which will be held during school hours so long as all persons involved could so meet without interference with their assigned duties.
- Section 9: In the event grievances filed under this Article shall not be satisfactorily settled during the school year, they shall continue after the end of the school year with the weekdays Monday through Friday being as if they were school days in determining the remedies set forth above.
- <u>Section 10</u>: Time limits set forth under this Article may be extended by written agreement between the parties.

#### **ARTICLE 8 TEACHING CONDITIONS**

- Section 1: Optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. The primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.
- Section 2: The student-teacher ratio is an important aspect of an effective educational program. Class size should be appropriate as determined by the Board.

- (a) When the number of students assigned to a kindergarten, first, second, third, fourth, or fifth grade teacher is thirty (30) or more as of the first official Fall state count day of school, the Board determines the best strategy to address this issue. This strategy may include, but is not limited to hiring additional instructional staff or classroom instructional aides.
- (b) When the number of students assigned to teachers in the Middle School and High School results in having sections with thirty-three (33) or more (except study hall, music, or P.E.) as of the official Fall count, the Board will determine the best strategy to address this issue. This may include, but is not limited to hiring additional instructional staff or classroom instructional aides.
- Section 3: The Board and Association agree to work together within the framework of the Mutual Concerns Committee (see Article 14) to resolve problems which might have a harmful effect on the educational program, the students, the morale, or the working conditions of the teaching staff.

#### ARTICLE 9 PROFESSIONAL DEVELOPMENT

<u>Section 1</u>: The organization and planning of professional development activities for teachers may be delegated to the building level School Improvement Teams.

#### ARTICLE 10 PROTECTION OF TEACHERS

- Section 1: The teacher's authority and effectiveness in the classroom is enhanced by Administration backing and support. When a student requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Administration will take a direct interest in the case and take steps to refer the student involved to special services.
- Section 2: Any case of a threat or an assault upon a teacher while performing in his duties as a classroom teacher (to include extra duty assignments) shall be promptly reported in writing to the Administration.
  - (a) If a teacher is injured as a result of said assault, recovery for injury or lost time shall be under Workers' Compensation (if a compensable injury exists under that statute or under sick leave (if Workers' Compensation benefits are denied). In no event shall a teacher receive both Workers' Compensation and sick leave for the same injury, except as provided in (a) (2) below.
    - (1) If it becomes necessary for a teacher to testify court or at a deposition as a result of said assault, such time shall not be charged against a teacher's personal leave but may be granted without loss of pay, provided the teacher's presence in court or at the deposition is pursuant to subpoena.
    - (2) If the teacher is receiving Workers' Compensation benefits as a result of said assault or other work-related disability, the Board will pay the difference between the teacher's weekly take home salary and the weekly benefit paid by Workers' Compensation for a period not to exceed the

current school year. This differential shall be deducted from the teacher's accumulated sick leave. Provided, however, that a teacher shall have the right to elect to waive receipt of differential payments deducted from sick leave under this provision.

(3) For purposes of Section 354 of the Workers' Disability Compensation Act, the exchange of a sick day (or part thereof) in return for the payment of a salary differential by the District, constitutes a direct contribution to this Plan by the teacher which precludes differential salary payment pursuant to Section 354(1)(b) of the Workers' Disability Compensation Act, MCLA 418.354.

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

- (b) The Board shall reimburse a teacher for any loss, damage or destruction of clothing or other personal property, not to exceed Two Hundred Dollars (\$200) as a result of said assault.
- Section 3: Teachers shall be expected to exercise reasonable care for the safety of students and property of students and the District. The Board shall provide comprehensive liability insurance protection for all teachers in its employ, with limits of \$500,000 for a single injury, \$1,000,000 for single occurrence, and \$100,000 for the property of third parties, against damages arising out of the negligence of any teacher while acting within the scope of his/her duties as such, subject to the exclusions contained in such policy. The Board shall continue to carry Workers' Compensation insurance coverage for all teachers in the manner required by the Michigan law. Insurance carriers are selected by the Board.

#### ARTICLE 11 PROFESSIONAL COMPENSATION AND FRINGE BENEFITS

- <u>Section 1</u>: The salary schedules for all certified personnel are set forth and attached hereto as Appendix A.
- <u>Section 2</u>: Insurance benefits are listed in Appendix D.
- Section 3: Experience Other Schools. Credit for experience may be given to a person having taught in accredited public or private schools this experience was within the fifteen (15) year period immediately before teaching in Decatur.
- <u>Section 4</u>: <u>Experience Military</u>. Credit for experience shall be as required by law.
- <u>Section 5</u>: <u>Additional Education</u>. A sum of One Hundred Fifty Dollars (\$150) per semester hour will be paid for the additional education successfully completed toward a degree, proper certification, professional improvement in a teacher's area, or any course authorized by the Administration. All reimbursement for continuing

education must be pre-approved. Continuing education paid by the District must be in the teacher's highly qualified area (current teaching subject area/certification), an area pre-approved by Administration to achieve a highly qualified certification status in a teaching area as defined by the State of Michigan and federal law, or a degree to maintain proper certification at the discretion of the Board. Reimbursement under this section is limited to six (6) semester hours per fiscal year per teacher. Reimbursement for classes will be paid after the course work is completed and documentation has been provided to the District office. There is a lifetime maximum tuition reimbursement of \$3000, beginning with the 2006-07 contract.

Section 6: Master's Salary Schedule Increments. Upon successful completion of all requirements of a Master's degree, a teacher shall be placed on the-appropriate step of the-Master's degree salary schedule, effective at the beginning of the semester following the presentation of an official transcript that states the Master's Degree has been awarded as well as the stated major to Administration. The appropriate step shall reflect current position; years of teaching and/or credit granted in accordance with Section 3 above (see Appendix A, Section 3 and the form in Appendix G).

#### **ARTICLE 12 LEAVES**

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

For the purposes of paragraph "A" Article XIII, "Immediate Family" shall be defined as spouse, mother, father, stepmother, stepfather, children, stepchildren, brother, sister, aunt, uncle, grandparents, grandchildren, niece and nephew, parents-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law, except when applying FMLA at which time the FMLA definitions of "Immediate Family" apply.

- Sick leave policies for teachers shall consist of eleven (11) days per year for illness, cumulative to one hundred forty (140) days. Six (6) of the 11 (11) sick days shall be granted at the beginning of each year, the remaining five (5) sick days will be granted at the beginning of second semester. A doctor's statement may be requested for approval by the Administration. If such statement is requested by the Board, the Board shall pay for such examination, provided the teacher shall be examined by a doctor of the Board's selection. If a teacher accumulates more than one hundred forty (140) days at the end of a school year, the teacher shall receive \$50 for each unused accumulated sick leave day over 140. Eligible teachers may be compensated a maximum of eleven (11) days per school year.
- Sick leave use shall normally be limited to personal illness. However, a teacher may use up to ten (10) days per year of his accumulated sick leave for the care of members of the teacher's immediate family for which other adult supervision cannot be arranged.
- Section 3: Bereavement Leave a teacher shall be allowed a maximum of three (3) days of absence without loss of salary or deduction from accumulated sick leave or personal business leave, upon the death of a member of the immediate family. Up

to two (2) additional bereavement leave days may be taken from accumulated sick leave or personal business leave. The teacher must notify the District office. Additional days, up to five, may be granted upon request and upon submitting a written request to and receiving approval from the Superintendent to take care of unusual travel requirements or personal problems in connection with the use of the above bereavement leave. Any additional time granted beyond the three (3) days provided for above, will be taken from accumulated sick leave or personal business leave. If no sick leave or personal business leave is available, bereavement time may be granted without pay.

#### Section 4:

Leave of three (3) days per year shall be allowed for personal business. Prior arrangements must be made at least 72 hours in advance, except in case of emergencies, with the Superintendent or the Building Principal. This leave is not accumulative, nor shall it be taken on any day immediately preceding or following any vacation period or holiday, unless school-related and approved by the Superintendent. Not more than five (5) teachers shall be absent on personal business at the same time unless it is essential as determined by the Superintendent.

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

#### Section 5:

Jury Duty: A teacher shall be entitled to leave for jury service or to testify in any judicial or administrative matter of a school related nature, provided the teacher is not suing or being sued by the District or testifying on behalf of the Association in a case brought by the Association against the District. The teacher shall be paid their regular compensation, without deduction of leave days. Any compensation received, except mileage, shall be reimbursed to the District.

Section 6: A teacher will not be charged for an absence on an "Act of God" day.

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

#### Section 1:

(a)

Upon receipt of a written request by a teacher, the Board may grant said teacher a sabbatical leave for professional improvement for a period not to exceed two (2) semesters at any one time provided said teacher has been employed at least seven (7) consecutive years by the Board, and at the end of each additional period of seven (7) or more consecutive years of employment, and further provided that the teacher is holding a permanent, life, continuing, provisional or professional certificate. Leave requests must address specific professional improvement and include a professional development plan identifying objectives, methods for achieving the objectives, and intended consequences regarding how this professional improvement will benefit the District and the individual's highly qualified status.

- (1) During said sabbatical leave the teacher shall be considered to be in the employ of the Board but shall not receive compensation or insurance benefits, provided that the Board shall not be held liable for death or injury sustained by any teacher while on sabbatical leave.
- (2) Teachers on sabbatical leave may maintain their bank of accumulated leave credits but not accumulate further credits while on sabbatical leave.
- (3) Teachers on sabbatical leave may be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations of the Michigan Public School Employees Retirement System.
- (b) In order to return from the sabbatical leave, the teacher must provide the Board of Education with transcripts and/or other proof that the professional development improvement plan was achieved, along with information regarding specific objective achievement and information on how the professional improvement will benefit the District and the individual's highly qualified status. Completion of the professional development improvement plan with evidence must first be approved by the Board of Education prior to the teacher returning to employment. A teacher, upon return from a sabbatical leave shall be restored to a teaching position for which the teacher is certified and highly qualified and the same pay he/she was on immediately before going on sabbatical leave. Said teacher shall be subject to rules and regulations of the Board made pursuant to this Agreement and/or any law.

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

For a dispute as to whether a teacher under this provision is able to adequately perform the duties to which she is regularly assigned, the physician who has treated the teacher throughout the pregnancy shall make the final and binding determination. Provided, however, that upon request by the teacher and approval by the Board, the leave of absence without pay may extend beyond the period of actual disability to the end of the school year in which the teacher commenced such leave of absence and further provided that:

- (a) The reinstatement shall be to a teaching position for which the person is highly qualified.
- (b) The leave may be extended up to a period of two (2) years, by the written request of the teacher.

- Section 3: Upon request of a teacher, the Board may grant a leave of absence to a parent for the purpose of child-care due to adoption. The teacher shall be reinstated to a teaching position, for which the person is certified and highly qualified upon returning.
- Section 4: Each year the Association shall be credited with three (3) days to be used by the Association for Association activities. The Association agrees to notify the Administration no less than five (5) business days in advance of taking such leave and will pay the cost of the substitute. Administration will provide a breakdown of the costs upon request by the Association. If the Association and Administration, together, regard the activity as beneficial to students, faculty, Administration and/or community, the District will release the Association member at half of the cost of a substitute.
- Section 5: Leaves of absence for one (1) year may be granted upon request providing the teacher submits such a request no later than July 1 of the year. Teachers on such leave shall not be entitled to any benefits provided under this Agreement nor shall they be entitled to unemployment insurance payments. A teacher on leave under this section shall be notified by certified mail to his/her last known address prior to March 1 of the teacher's contractual obligation for return from leave and will be expected to notify the Superintendent by certified mail no later than April 1, of the teacher's intentions regarding return. Failure to so notify shall be construed as a resignation and shall be cause for termination. The Board may grant leave upon request for periods of less than a full school year at its discretion.
- Section 6: Family and Medical Leave Act To the extent required by the provisions of the federal Family and Medical Leave Act (FMLA), any bargaining unit employee shall be granted leave for the purposes and subject to the terms and conditions as provided by the Family and Medical Leave Act (FMLA) in all respects.
- <u>Section 7</u>: Upon request of the Board, teachers returning from a medical leave shall provide medical certification that they are physically and/or emotionally prepared to teach.
- <u>Section 8</u>: Unpaid days shall not be used for the purpose of taking vacation unless a special exemption is granted by the superintendent.

#### ARTICLE 13 SCHOOL YEAR

- <u>Section 1</u>: The school calendar is set forth and attached hereto as Appendix B
- Section 2: Teachers shall provide the necessary hours and days of student instruction required by State law for the District to receive its full state aid revenue for each school year covered by this Agreement without additional compensation.

Teachers shall not be required to report for work and shall be paid when school is closed due to inclement weather or other emergency situations enumerated in Section 101 of the State School Aid Act. If scheduled days/hours are cancelled and need to be made up to qualify for full state aid, the makeup time shall be scheduled

at the conclusion of the school year, or at an otherwise mutually agreeable time. Teachers shall not receive any additional compensation for the added time.

#### ARTICLE 14 MUTUAL CONCERNS COMMITTEE

#### Section 1:

The Board recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communications with the Association. Representatives of the Board, and Association, (not more than three (3) for each group), will meet when necessary at mutually agreeable times to discuss matters of mutual concern. In addition, each party may utilize such resource persons, as it deems appropriate for any particular meeting. These meetings shall be held after school hours. At the first meeting of the school year, the representatives will establish rules of procedure for such meetings aimed at making them an efficient means of communications between the parties in such matters.

The Committee shall establish a standing rule requiring each party to submit to the other, a week prior to the meeting, an agenda covering what they wish to discuss, except when otherwise agreed.

#### Section 2:

The parties agree that this Committee shall serve in an advisory, consultative, and fact-finding capacity only and further that nothing shall preclude an individual teacher from making such recommendations and/or inquiries. These Committee meetings are not intended to bypass the grievance procedure.

#### **ARTICLE 15 SENIORITY**

#### Section 1: Definitions:

(a) "Seniority" shall be defined as continuous service commencing on the date on which the teacher first reported for work in the Decatur Public Schools, but no person may accumulate more credit than the scheduled faculty attendance days as established by the school calendar. Those administrators employed as of November 1, 2000 will be grand-personed and will continue to accrue teacher seniority. All paid leaves plus military service leaves shall be with seniority credit.

Unpaid leaves shall be without seniority credit but a teacher returning from such a leave shall have her previously accumulated seniority restored upon returning to work. Employment as an aide or in another non-certified position shall not be credited with seniority credit under this Agreement. If a regular part-time bargaining unit member works half-time or more on a daily basis, seniority credit shall be the same as that of a full-time teacher. Regularly employed part-time bargaining unit members working less than half-time shall have their seniority pro-rated on the same basis as their wages.

(b) Each year, before December 1, the Superintendent or designee shall prepare a seniority list and transmit a copy of the same to the Association President and post a dated copy in each building. The names of all teachers at the time of preparation of the seniority list shall be listed in order of their

seniority, starting with the teacher having the greatest amount of seniority. The seniority list shall also contain: certification, years and days of service, current assignment, academic majors and minors, and whether the teacher has probationary or tenure status. For 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. If a bargaining unit employee does not appear for the drawing, the Association President or designee shall draw for the bargaining unit employee. The Association shall have thirty (30) days from the date of posting to allege any error or discrepancy in the seniority list. Otherwise, the list prepared by the Superintendent shall be conclusive.

#### **ARTICLE 16 MISCELLANEOUS PROVISIONS**

- Section 1: This Agreement between the Board and the Association may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- <u>Section 2</u>: This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- Section 3: If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found contrary to law, then such provision or application shall be null and void, but all other provisions or applications shall continue in full force and effect.
- Section 4: Copies of this Agreement shall be e-mailed to all bargaining unit employees, and a copy of the Agreement will be posted on the teacher server and the District website.
- <u>Section 5</u>: Direct Deposit will be used for all wages. Teachers will be allowed deposit into a maximum of three (3) financial institutions of the teacher's choice.
  - (a) Financial Services are offered through the Michigan Retirement Investment Consortium (MRIC).
- Section 6: The Board shall pay the teachers in equal amounts to be paid every other Friday. The teachers will also have the option of being paid in 21 or 26 (27 for the 24-25 school year) equal payments.
- Section 7: This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration, or additions only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term, or condition of the Agreement by

either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 8:

The Association agrees that during the term of this Agreement neither it nor the employees shall authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Public Employment Relations, as amended. Nor shall the Board engage in any lockout as prohibited by law.

Section 9:

A mentor teacher program will be provided at the District. Probationary teachers will be provided a mentor teacher during the first year of their probation. During subsequent probationary years, probationary teachers may be provided with a mentor teacher (and will be provided with a mentor teacher if the probationary teacher is still in the first three (3) years of a classroom teaching assignment pursuant to Section 1526 of the Revised School Code). Mentors will be paid an additional 2% of the beginning base salary. If the assignment as a mentor ends after one (1) semester, the stipend may be pro-rated. Mentors may be required to attend a training session not to exceed one (1) day, at the same rate per hour as defined for curriculum work in Appendix C if the training session is in addition to the contracted school year. First year probationary teachers will be required to attend training as part of their first-year contract. Probationary teachers, with assigned mentors, which are in their second or third year of teaching, may be required to attend a training session not to exceed one (1) day and will receive the same rate per hour as the mentor teacher if the training session is in addition to the contracted school year. As a part of this training, the Building Principal or District Office Administration will discuss the duties and expectations of the mentor program with the mentor. Mentors will help probationary teachers prepare lesson plans, prepare for other teaching duties, adjust to the school system, and assist in other appropriate ways. A mentor and probationary teacher will jointly develop a meeting "plan" at the beginning of the school year. This plan will be submitted to the Building Principal. During the year, the mentor will keep a written log of meetings and discussions with the probationary teacher and the Building Principal about the mentor assignment. The log will include, at a minimum, dates, times, and a brief summary of topics discussed. The Building Principal may request a copy of the log or ask to see the log at any time.

Section 10:

An Emergency Manager appointed by law is authorized to reject, modify, or terminate this Agreement as provided by law.

#### ARTICLE 17 DURATION OF THE AGREEMENT

The Agreements shall be effective upon ratification by the parties and shall expire on June 30, 2027, unless extended by mutual written agreement. The parties have caused this Agreement to be signed by their respective representatives.

VBCEA/VEA/MEA/DEA		DECATUR BOARD	OF EDUCATION
DEA President	Date	Board President	Date
DEA Negotiations Team Member	Date	Board Secretary	Date
VBCEA Representative	Date		

#### APPENDIX A SALARY SCHEDULE

- <u>Section 1</u>: For each school year, the salary schedule shall apply as attached.
- Section 2: For earning 15 semester hours after the BA or 15 semester hours after the MA, the salary schedules will be increased an additional Five Hundred (\$500.00). This sum is to be paid effective at the beginning of the semester following completion of a request form and presentation of evidence to the District Business Office that the class has been successfully completed. A copy of the request form is attached as Appendix G.
- Section 3: Lane movement will be granted at the start of a school year or mid-year. Completion of Appendix G with proper documentation must be submitted before the first day of school for students and/or the first day of second semester for students.
- Section 4: Each school year an additional longevity amount will be added to the salary of a staff member based on experience earned in Decatur or transferred into Decatur at the time of original employment. This longevity amount will be as follows:

Fourteen (14) –Fifteen (15) BA and		
Fifteen (15) MA yrs. of service	=	\$1,500
Sixteen (16)- Nineteen (19) years of service	=	\$2,000
Twenty (20) – Twenty-Four (24) years of service	=	\$2,650
Twenty-Five (25) – Twenty-nine (29) years	=	\$3,450
Thirty (30) years or more of service	=	\$4,000

#### Section 5: Retirement Severance Pay

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

#### Section 6: National Board Certification

Teachers completing National Board Certification and filing all the appropriate paperwork and evidence of completion will receive a one-time \$1,000 bonus.

#### **SALARY SCHEDULE** 2024-2025

#### **Decatur Education Association**

Teachers eligible for steps will advance one step on the salary schedule for the 2024-2025, 2025-2026, and 2026-2027 school years, teachers will receive longevity based on years of service and lane movement according to Appendix A, Sections 2, 3, 4.

<u>STEP</u>	<u>BA</u>	<u>MA</u>
1	\$41,189	\$43,870
2	\$42,012	\$45,304
3	\$42,883	\$46,464
4	\$44,884	\$48,508
5	\$46,891	\$50,763
6	\$48,896	\$52,913
7	\$50,898	\$55,062
8	\$52,906	\$57,210
9	\$54,905	\$59,359
10	\$56,911	\$61,507
11	\$58,914	\$63,659
12	\$61,386	\$65,806
13	\$63,862	\$68,478
14	\$66,401	\$71,150
15		\$73,891

For subsequent school years, annual salary increases are as follows:

2025-2026: 4% 2026-2027: 4%

#### SALARY SCHEDULE 2025-2026

#### **Decatur Education Association**

Teachers eligible for steps will advance one step on the salary schedule for the 2024-2025, 2025-2026, and 2026-2027 school years, teachers will receive longevity based on years of service and lane movement according to Appendix A, Sections 2, 3, 4.

STEP	<u>BA</u>	<u>MA</u>
1	\$42,837	\$45,625
2	\$43,692	\$47,116
3	\$44,598	\$48,323
4	\$46,679	\$50,448
5	\$48,767	\$52,794
6	\$50,852	\$55,030
7	\$52,934	\$57,264
8	\$55,022	\$59,498
9	\$57,101	\$61,733
10	\$59,187	\$63,967
11	\$61,271	\$66,205
12	\$63,841	\$68,438
13	\$66,416	\$71,217
14	\$69,057	\$73,996
15		\$76,847

#### SALARY SCHEDULE 2026-2027

#### **Decatur Education Association**

Teachers eligible for steps will advance one step on the salary schedule for the 2024-2025, 2025-2026, and 2026-2027 school years, teachers will receive longevity based on years of service and lane movement according to Appendix A, Sections 2, 3, 4.

STEP	<u>BA</u>	<u>MA</u>
1	\$44,550	\$47,450
2	\$45,440	\$49,001
3	\$46,382	\$50,256
4	\$48,546	\$52,466
5	\$50,718	\$54,906
6	\$52,886	\$57,231
7	\$55,051	\$59,555
8	\$57,223	\$61,878
9	\$59,385	\$64,202
10	\$61,554	\$66,526
11	\$63722	\$68,853
12	\$66,395	\$71,176
13	\$69,073	\$74,066
14	\$71,819	\$76,956
15		\$79,921

#### APPENDIX B CALENDARS

Decatur Public Schools CALENDAR 2024-2025

August 19-21, 2024 Professional Development for all Staff

August 26, 2024 First Day of School for students August 30 & September 2, 2024 No School, Labor Day Holiday

September 25, 2024 ½ Day of School, Professional Development for teachers

October 25, 2024 ½ Day (Records Day),

End of First Marking Period (43 days)

November 6 & 7, 2024 K-12 Conferences. Day 1: 4:00-7:00, Day 2: 4:00-7:30

November 8, 2024 No School

November 27-29, 2024 No School - Thanksgiving Break

December 4, 2024 ½ Day of School, Professional Development for teachers

Dec 23, 2024 – Jan. 3, 2025 No School - Holiday Break

January 6, 2025 School Resumes after Holiday Break

January 17, 2025 ½ Day (Records Day),

End of Second Marking Period (46 days)

February 5 & 6, 2025 K-12 Conferences. Day 1: 4:00-7:00, Day 2: 4:00-7:30

February 7 & 10, 2025 Mid-Winter Break, No School

February 26, 2025 ½ Day of School, Professional Development for teachers

March 27, 2025 \(\frac{1}{2}\) Day (Records Day),

End of Third Marking Period (47 days)

March 28-April 4, 2025 Spring Break, no school

April 7, 2025 School Resumes from Spring Break

May 7, 2025 ½ Day of School, Professional Development for teachers

May 26, 2025 No School - Memorial Day

June 5, 2025 ½ Day of School – Teacher Record Day

June 6, 2025 Last Day of School, ½ Day, (Teachers' Workday in

afternoon) End of Fourth Marking Period (44 days)

Students dismissed at 11:30 on Half Days of School

Open House: August 20, 4:00-6:00

To provide staff with the necessary time to work on the curriculum, students will be released at 2:00 on the following days:

September 13 & 27 October 11 November 22 December 13 January 10 & 24 February 21 March 7 & 21 April 11 & 25 May 9 & 23

180 School Days for Students

183 Workdays for Teachers

# Decatur Public Schools CALENDAR 2025-2026

August 18-20, 2025 Professional Development for all Staff August 25, 2025 First Day of School for students August 29 & September 1, 2025 No School, Labor Day Holiday

September 24, 2025 ½ Day of School, Professional Development for teachers

October 24, 2025 ½ Day (Records Day),

End of First Marking Period (43 days)

November 5 & 6, 2025 K-12 Conferences. Day 1: 4:00-7:00, Day 2: 4:00-7:30

November 7, 2025 No School

November 26-28, 2025 No School - Thanksgiving Break

December 3, 2025 ½ Day of School, Professional Development for teachers

Dec 22, 2025 – Jan. 2, 2026 No School - Holiday Break

January 5, 2026 School Resumes after Holiday Break

January 16, 2026 ½ Day (Records Day),

End of Second Marking Period (46 days)

February 4 & 5, 2026 K-12 Conferences. Day 1: 4:00-7:00, Day 2: 4:00-7:30

February 6 & 9, 2026 Mid-Winter Break, No School

February 25, 2026 ½ Day of School, Professional Development for teachers

March 26, 2026 \quad \quad \quad \quad \quad \quad \text{Records Day},

End of Third Marking Period (47 days)

March 27-April 3, 2026 Spring Break, no school

April 6, 2026 School Resumes from Spring Break

May 6, 2026 ½ Day of School, Professional Development for teachers

May 26, 2026 No School - Memorial Day

June 5, 2026 Last Day of School, ½ Day, (Teachers' Workday in

afternoon) End of Fourth Marking Period (44 days)

#### Students dismissed at 11:30 on Half Days of School

Open House: August 19, 4:00-6:00

To provide staff with the necessary time to work on the curriculum, students will be released at 2:00 on the following days:

September 12 & 26 October 10 November 21 December 12 January 9 & 23 February 20 March 6 & 20 April 10 & 24 May 8 & 22

180 School Days for Students

183 Workdays for Teachers

# Decatur Public Schools CALENDAR 2026-2027

August 24-26, 2026 Professional Development for all Staff
August 31, 2026 First Day of School for students
September 4-7, 2026 No School, Labor Day Holiday

September 30, 2026 ½ Day of School, Professional Development for teachers

October 30, 2026 ½ Day (Records Day),

End of First Marking Period (43 days)

November 4 & 5, 2026 K-12 Conferences. Day 1: 4:00-7:00, Day 2: 4:00-7:30

November 6, 2026 No School

November 25-27, 2026 No School - Thanksgiving Break

December 9, 2026 ½ Day of School, Professional Development for teachers

Dec 21, 2026 – Jan. 1, 2027 No School - Holiday Break

January 4, 2027 School Resumes after Holiday Break

January 22, 2027 ½ Day (Records Day),

End of Second Marking Period (46 days)

February 3 & 4, 2027 K-12 Conferences. Day 1: 4:00-7:00, Day 2: 4:00-7:30

February 5 & 8, 2027 Mid-Winter Break, No School

February 24, 2027 ½ Day of School, Professional Development for teachers

March 25, 2027 \quad \quad \quad \quad \text{Pay (Records Day),}

End of Third Marking Period (42 days)

March 26-April 2, 2027 Spring Break, no school

April 5, 2027 School Resumes from Spring Break

May 5, 2027 ½ Day of School, Professional Development for teachers

May 31, 2027 No School - Memorial Day

June 10, 2027 ½ Day of School – Teacher Record Day

June 11, 2027 Last Day of School, ½ Day, (Teachers' Workday in

afternoon) End of Fourth Marking Period (49 days)

#### Students dismissed at 11:30 on Half Days of School

Open House: August 25, 4:00-6:00

To provide staff with the necessary time to work on the curriculum, students will be released at 2:00 on the following days:

September 11 & 25 October 9 & 23 November 20 December 4

January 8 & 29 February 19 March 5 & 19 April 9 & 23 May 7 & 21

180 School Days for Students

183 Workdays for Teachers

#### APPENDIX C SPECIAL SERVICES

Experience will be granted for the number of uninterrupted years advising or teaching the following extracurricular activities up to Step 5 on the BA Salary Schedule for all teachers that are current Decatur Public Schools teachers.

Section 1:	Drama/Dramatics	5.8% B.A. Base
	Stage Manager/Assistant Drama Director	2.5% B.A. Base
	MS Science Olympiad (When not a teaching assign.)	2.4% B.A. Base
	H.S. Yearbook Advisor (When not a teaching assign.)	3.4% B.A. Base
	HS Science Olympiad (When not a teaching assign.)	2.4% B.A. Base
	K-12 Vertical Team Representatives	1.0% B.A. Base
	(Math, Science, Social Studies, ELA)	
	School Improvement Chairs	1.0% B.A. Base
	High School Class Advisor	2.0% B.A. Base
	Elementary Student Council Advisor	2.5% B.A. Base
	Middle School Student Council Advisor	2.5% B.A. Base
	High School Student Council Advisor	3.5% B.A. Base
	R.A.P.P. Advisor	1.0% B.A. Base
	National Honor Society	3.0% B.A. Base
	Band Director	10.0% B.A. Base
	Additional Club/Activity (Board approved)	1.0% B.A. Base
	Girls on the Run (one individual at this rate)	1% B.A. Base
	Wednesday School	\$25.00 per Hour
	Scheduled Tutoring	\$40.00 per Hour
	Summer School	\$40.00/Hour
	(Summer Recreation, H.S. Completion, and Elementary Pro	gram)
	Homebound Instruction	\$35.00 per Hour + Mileage
	Administratively Assigned Curriculum Work Beyond Regu	lar Teaching Day
		\$30.00 per Hour
	Link Crew Advisor	1% B.A. Base
	E-Sports Coach	1% B.A. Base
	K-5 Music/Band Club (OctApril)	2% of B.A. Base
	After School Run Club (Novmid March)	2% of B.A. Base

Advisors who take their teams (clubs) to the recognized state championship competition for that team (club) will receive an additional \$100.00.

All Appendix C vacancies shall be posted each year.

#### APPENDIX D INSURANCE

Section 1: The Board shall contribute no more than the "hard cap" amounts pursuant to the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq for medical/health insurance coverage only (not including LTD, Dental, Negotiated Life and Vision). All bargaining unit employees shall pay any amount over the hard cap amounts, which amount shall be deducted from the employee's compensation as permitted by Section 6 of the Act.

Effective the first of the month following Board ratification, all employees will also contribute 15% of the cost for the Life, Vision, Dental and LTD insurance coverages.

All amounts which an employee must pay for insurance coverage will be automatically payroll deducted.

The insurance offered through the Van Buren County ISD Health Plan Purchasing Consortium shall be available.

Those waiving the medical coverage are required to select the dental/vision/disability/life non-medical plan and provide proof of current medical coverage.

- Section 2: Benefits provided under the Van Buren County ISD Health Plan Purchasing Consortium shall be utilized unless otherwise negotiated and/or agreed to by the parties.
- Section 3: Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this paragraph.
- Section 4: The Board will adopt a Cafeteria Plan which complies with Section 125 of the Internal Revenue Code. The Cafeteria Plan is intended not to change any benefits except as required by Section 125.
  - (a) The Cafeteria Plan will provide a cash option in lieu of Medical Health coverage.
  - (b) Effective the first of the month following Board ratification, the amount of the cash option shall not exceed \$500.00.
- Section 5: Discussion of alternative insurance carrier to be held.
- Section 6: A teacher with less than a full-time assignment shall be provided prorated insurance benefits according to the proportion of his assignment to a full-time assignment and any amount owing by the teacher will be automatically payroll deducted.
- <u>Section 7</u>: Adjustments, if any, to existing PAKs, deductibles, and premiums may change as provided by MESSA.

#### APPENDIX E ATHLETIC PAY SCHEDULE

Experience will be granted for the number of years coached in a particular sport (boys or girls) up to Step 10 on the BA Salary Schedule for all coaches that are current or retired Decatur Public Schools teachers. Retired teachers must have uninterrupted service in the same sport to qualify. Current (2016-17) Decatur Public Schools teachers who have reached Step 13 will be grandfathered to remain at Step 13, however they would revert to the "Step 10" rule upon retirement from the District. Experience will be granted for the number of years coached in a particular sport (boys or girls) up to Step 5 on the BA Salary Schedule for all coaches not currently employed or retired Decatur Public Schools teachers. "Experience" is considered as years coached at Decatur Public Schools. Coaches will not be paid if the season is cancelled. Compensation may be prorated if activity is shortened due to COVID-19.

<u>SPORT</u>		<b>PERCENTAGE</b>
Baseball	Varsity	9
	Varsity Assistant	5
	J.V.	7
	Jr. High	4
Boys' Basketball	Varsity	9
	Varsity Assistant	5
	J.V.	7
	Freshmen	5
	8th Grade	4
	7th Grade	4
Girls' Basketball	Varsity	9
	Varsity Assistant	5
	J.V.	7
	Freshmen	5
	8th Grade	4
	7th Grade	4
Cheerleading	Varsity	9 per season
C	J.V.	2 per season
	7-8 Grades	1 per season
Football	Varsity	9
	Varsity Assistant	7
	Varsity Assistant	7
	J.V.	7
	J.V. Assistant	7
	Jr. High	4
	Jr. High	4
	Jr. High	4
	Jr. High Assistant	4
Softball	Varsity	9
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|                 | Varsity Assistant                   | 5                |
|-----------------|-------------------------------------|------------------|
|                 | J.V.                                | 7                |
|                 | Jr. High                            | 4                |
| Track           | Boys' & Girls' Varsity              | 9                |
|                 | Jr. High                            | 4                |
|                 | Varsity Assistant                   | 4<br>5<br>5      |
|                 | Varsity Assistant                   | 5                |
| Volleyball      | Varsity                             | 9                |
| •               | Varsity Assistant                   | 5                |
|                 | J.V.                                | 5<br>7<br>5<br>4 |
|                 | Freshmen                            | 5                |
|                 | 8th Grade                           | 4                |
|                 | 7th Grade                           | 4                |
| Wrestling       | Varsity                             | 9                |
| C               | Varsity Assistant                   | 5                |
|                 | Jr. High                            | 4                |
| Elementary Bask | etball                              | 3.5              |
| Cross Country   | Jr. High and Varsity Boys' & Girls' | 9                |

#### APPENDIX F GRIEVANCE REPORT FORM

|       | it to Principal in Duplicate                | GRIEVANCE REPORT                   |            |  |
|-------|---------------------------------------------|------------------------------------|------------|--|
| Build | ing Assignmer                               | nt Name of Grievant                | Date Filed |  |
|       |                                             |                                    |            |  |
| ate ( | Cause of Grievance Occurre                  | ed                                 |            |  |
| 1)    | Facts giving rise to the all                | leged violation:                   |            |  |
|       |                                             |                                    |            |  |
|       |                                             |                                    |            |  |
|       |                                             |                                    |            |  |
|       |                                             |                                    |            |  |
|       | -                                           |                                    |            |  |
|       |                                             |                                    |            |  |
| 2)    | Provisions of Agreement allegedly violated: |                                    |            |  |
|       |                                             |                                    |            |  |
| 3)    | Relief Sought:                              |                                    |            |  |
|       |                                             |                                    |            |  |
|       |                                             |                                    |            |  |
|       |                                             |                                    |            |  |
|       | Attach additional sheet to                  | this form if more space is needed. |            |  |

#### APPENDIX F - Page 2

In the event of two or more Grievants, each must sign this form: Signature Signature Date Date Signature Signature Date Date Signature Signature Date Date Disposition by Principal: Signature Date Position of Grievant and/or Association:

Signature

Date

## APPENDIX F - Page 3

| Disposition of Superintendent:           |           |      |
|------------------------------------------|-----------|------|
|                                          |           |      |
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|                                          | Signature | Date |
| Position of Grievant and/or Association: |           |      |
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|                                          | Signature | Date |
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| Disposition of Board:                    |           |      |
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|                                          | Signature | Date |
| Position of Grievant and/or Association: |           |      |
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|                                          |           |      |
|                                          |           |      |
|                                          |           |      |
|                                          | Signature | Date |

#### APPENDIX G CHANGE OF PAY REQUEST

| I have completed requirements for a as a result of the following: | additional pay or advancement on the salary schedule                                                 |
|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| earning 15 semester hours af                                      | ter the BA                                                                                           |
| completion of a Master's Degree                                   |                                                                                                      |
| earning 15 semester hours af                                      | ter the MA                                                                                           |
| Teacher (print)                                                   |                                                                                                      |
| Signature                                                         | Date                                                                                                 |
|                                                                   | ipt must be attached and if earning a degree provide cript or on an official letter from the school. |
| * * *                                                             | * * * * * * * *                                                                                      |
| Of                                                                | fice Use Only                                                                                        |
|                                                                   |                                                                                                      |
| Documentation provided:                                           |                                                                                                      |
|                                                                   |                                                                                                      |
|                                                                   |                                                                                                      |
| Verified by:                                                      | Date:                                                                                                |