

AGREEMENT

BETWEEN

MONROE COUNTY EDUCATION ASSOCIATION  
DUNDEE

AND

THE BOARD OF EDUCATION  
OF  
DUNDEE COMMUNITY SCHOOLS

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**NOVEMBER 14, 2011 – AUGUST 31, 2014**

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## ASSOCIATION AGREEMENT

) This agreement entered into the 14th day of November, 2011, by and between the Board of Education of the Dundee Community School district hereinafter called the "Board," and the Monroe County Education Association hereinafter called the "Association," pursuant to Act 379 of the Michigan Public Acts of 1965. This contract shall terminate at 11:59 p.m. on the 31st of August, 2014.

WHEREAS,

The Board and the Association recognize and declare that providing quality education for children of Dundee is their mutual aim; and

WHEREAS,

The quality of education depends primarily upon the quality of the teaching service and the cooperation between teachers and administrators; and

WHEREAS,

Members of the teaching profession and the Board of Education will continue, through cooperation and communication, to improve the quality of education for the children of Dundee; and

WHEREAS,

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

WHEREAS,

The parties have reached certain understandings which they desire to confirm in this agreement,

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

ARTICLE I

Recognition

- A. The Board recognizes the Association as the exclusive legal bargaining representative for all full-time and regularly employed part-time teaching personnel under contract with the Board which are certified by the Department of Education, State of Michigan, including librarians, speech therapists, counselors, and reading consultants but excluding administrators, such as the superintendent, principals, assistant principals, athletic and adult education directors, substitute teachers, school nurse, per diem employees, such as adult education teachers, and all others.

The term "regularly employed part-time teacher" shall mean a teacher employed for two hours or more per day for a semester.

The term "substitute" as used herein shall mean those teachers that are employed on a sporadic basis as a replacement for other full-time or regularly employed part-time teachers.

## ARTICLE II

### Board's Rights

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. The executive management and administration of the school system and its properties, facilities, equipment, and the professional activities of its employees related to employment in the school district.
2. Hire all employees and, subject to the provisions of this contract and of law, to determine their qualifications and the conditions for their continued employment, to assign, schedule, promote, demote, transfer, discipline, suspend, lay-off, and dismiss all such employees; and to determine the duties and responsibilities of all such employees.
3. Establish levels and courses of instruction including special programs and to provide for athletic, recreational, and social events for students as deemed necessary or advisable by the Board.
4. Decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids.
5. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules, and standards of operation; the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein and the institution of new and/or improved methods or changes therein.
6. Adopt rules and regulations.
7. Determine the number and locations or relocation of its facilities, including the establishment or relocations of new school buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities thereof.
8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided in this Agreement.
9. Determine the policy affecting the selection of employees, providing that such selection shall be based upon lawful criteria.

ARTICLE III

Financial Responsibilities & Payroll Deductions

- A. All teachers as a condition of continued employment shall either:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Association).

or

2. Cause to be paid to the Association a representation fee which is determined in a legally permissible manner and is a legally permissible amount, not to exceed the membership dues. Said fees shall be paid to the Association within 90 calendar days after the commencement of employment or by signing and delivering to the Board an assignment authorizing deduction of the representation fee.

The Association shall provide to a non-member sufficient information covering the amount of the membership dues as to enable him/her to determine the propriety of the non-member representation fee.

- B. It is expressly understood that political action funds or other constitutionally impermissible costs cannot be included in the non-member representation fee of an objecting non-member. The Association shall provide sufficient information to a non-member in order for him/her to gauge the propriety of the non-member representation fee. The due process hearing referred to above before the Board of Education, shall not take place until the non-member shall have been afforded all constitutional rights as specified in Chicago Teachers Union v Hudson, 106, SCT 1066 (1986), and such other applicable cases, and the signed complaint by the Association herein referred to above shall certify the same and acknowledge that the Union's responsibility for according such constitutional rights has been fulfilled and that the Association assumes all liability therefore as specified in paragraph M of this Article.
- C. The Board agrees to deduct from the salaries of DEA members dues for the Association, the Michigan Education Association, and the National Education Association, or a non-member's representation fee when voluntarily authorized in writing by each member desirous of having such dues deducted. Deductions shall also be made from an employee for whom the Association has notified the Board that service fees are to be deducted.
- D. Regular dues or the non-members representation fee for any or all of the above stated organizations shall be deducted together, as one deduction, in twenty equal installments.

E.

FORM

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I, \_\_\_\_\_, hereby authorize the Board of Education to deduct the following sums in twenty equal installments as dues for the following organizations from the first bi-weekly paycheck of my employment as specified in the Master Agreement.

- \$ \_\_\_\_\_ Association
- \$ \_\_\_\_\_ Monroe County District
- \$ \_\_\_\_\_ Michigan Education Association
- \$ \_\_\_\_\_ National Education Association

or

\_\_\_\_\_ Non-Member's Representation Fee

I further understand that in the event of a dispute over payments of the above specified amounts, I must seek my remedy from the Association. Further, it is my express understanding that this authorization for dues deduction shall be revocable only if I expressly so state in writing, a copy of which must be placed on file with the Superintendent and a copy with the Treasurer of the Association.

Indicate by checking below which category you wish to be in:

\_\_\_\_\_ Member

\_\_\_\_\_ Non-member

\_\_\_\_\_  
Signature

Filed with the Board of Education on the day of \_\_\_\_\_, 20\_\_\_\_.

- F. Authorizations for deductions filed with the Superintendent on or before the 3rd day of school, of each year, shall become effective with the first scheduled deduction of the coming school year. Authorizations for deductions filed after the 3rd day of school, shall be deducted from the bi-weekly checks of the second semester.
- G. Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need only honor one authorization form per year per teacher.
- H. The Association shall, on or before the first day of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA and NEA and the amount of the non-member's representation fee which are to be deducted in the coming school year under such authorizations. The amounts of deductions, as per said written notification shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any assessment under the terms of this article.
- I. For the purpose of this article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.
- J. Dues deductions shall be transmitted by the Superintendent to the Treasurer within 10 days after such deductions are made. The Association shall be responsible for disbursements to MEA and NEA dues paid to it to the Treasurers of those organizations.
- K. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction.
- L. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution, or revocation of the authorization form.
- M. The Association will save the Board, The Dundee Community Schools, past and present individual members of the board, and the School Districts' past and present executive and administrative employees and agents harmless from any and all costs, including witness and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing the provisions of this article.



## ARTICLE IV

### Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A, Item Ia, which is attached.
- B. If negotiations under Article XIV are conducted during the school day by mutual consent of both parties, a teacher engaged in behalf of the Association shall be released from regular duties without loss of salary. The Association will pay the total cost of substitutes when the regular classroom teacher is released from duty without loss of salary.
- C. The Board retains the right to not re-employ teachers in extra-service assignments and the right to discharge teachers, with just cause, from their extra-service assignments during the term of the assignments. The just cause standard shall not apply to re-employment decisions. Extra-service duties are those duties which are covered on a separate schedule set forth in Schedule A, Item II. In the event the Board of Education decides not to assign a teacher from within the bargaining unit to an extra-service duty, the Board reserves the right to go outside the bargaining unit to fill the positions.
- D. All remunerations beyond the basic salary schedule are set forth in Schedule A, Items 1b, 1c, 1d, 1e, 1f, 1g, 1h, II Part A, II Part B, III, IV, V, and VI.
- E. The Association shall not conduct internal business during school hours.
- F. Release time in the amount of eight (8) hours per school month shall be made available to elected union officers for Association business or conferences without loss of pay. Notification for release time shall be made at least forty-eight (48) hour in advance. This time may accumulate to 40 hours, but shall not be accumulative from year to year (i.e. each school year begins with eight [8] hours). No more than two persons at one time shall be absent for the purpose of Association business. The Association shall pay the total current cost of the substitute required under the provisions of this paragraph.
  - 1. It is understood and agreed that the Association shall, at the time of requesting Association days, state the purpose and function for which the days are to be used incorporating therein the name of the conference or Association business and its location. This is in accordance with past practice of the Association in requesting these days.
  - 2. It is further understood that the administration shall have the power to refuse to grant days for Association business where requests are made to participate in

activities which are directly involved in public exposure to a strike including picketing by public school teachers at other districts within the State of Michigan contrary to the intent and purpose of Article XVI (No Strike Clause).

3. It is further understood that negotiations seminars are not objectionable to the Association or to the administration so long as the seminars are within the precepts of the Public Employees Relations Act, it being understood that attempts to legislatively change P.E.R.A. are permissible. Further, it is understood that the administration shall not have the right to impose its judgment as to the conduct of the delegates selected by the Association to attend any conference that is approved by the administration.

G. Teachers may elect to receive their salaries in one of the following methods:

1. Salary spread over twenty (22) equal pays, payable during the school year.
2. Salary spread over twenty-six (26) equal pays, payable over twelve (12) month period.
3. Pending authorization from each participant, salary shall be paid by direct deposit to an account of the teacher's choice.

ARTICLE V

Teaching Hours

- A. Teachers' work day is determined to be 20 minutes before the opening of the pupils' regular day and 20 minutes after the pupils' regular day. The Board shall have the right to adjust the school day and work day for the purpose of satisfying the requirements of laws and regulations pertaining to student instruction and receipt of full state aid. The school day is scheduled as follows:

Middle School & High School:

Full Day	8:00A.M. – 2:50P.M.
Half Day A.M.	8:00A.M. - 11:15A.M.
Half Day P.M.	12:00P.M. – 2:50P.M.

Elementary School

Full Day	7:55A.M. – 2:55P.M.
Half Day A.M.	7:55A.M. - 11:10A.M.
Half Day P.M.	11:55A.M. – 2:55P.M.

With the understanding P.M. kindergarten clock hours' requirements may necessitate time allocation changes.

- B. Teachers at assigned place of duty no later than 15 minutes before the opening of the pupils' regular school day. After the opening of the regular school day, classrooms shall be opened and supervised by the teacher assigned to said room prior to the start of the scheduled class period.
- C. Teachers may leave school 20 minutes after school is dismissed and immediately after the buses leave on the last day of the school week except when school is dismissed in advance of the normal teaching day. On days when school is dismissed in advance of the normal teaching day, teachers desiring to leave when buses leave shall request permission from the building principal. Reasonable requests shall be granted unless professional duties are required for the good of the system. All in-service days, whether partial in-service days or full in-service days, will end at the normal student dismissal time.
- D. Elementary teachers (grades Y'5s-4) shall be entitled to a duty-free, uninterrupted lunch period of not less than forty-five minutes per day unless they volunteer for noon supervision services paid at the contracted rate per year.

Elementary and specials teachers (grades Y'5s-4) will have a total preparation time provided at a minimum of 240 minutes per full school week, to be spread out over the course of the week. When teachers are called for a meeting during planning time by the administration that lasts more than 15 minutes in length, more than fifteen (15) times during any given school year, the teacher shall be

given additional compensation of twenty-five dollars (\$25) for each subsequent meeting. It is further understood that when multiple IEP meetings can be scheduled on the same day, a floating substitute will be utilized to release the primary classroom teacher to attend these meetings; released time shall not count toward the fifteen meetings addressed above. The exception to this language shall be the special education teacher, who by nature of their position is required to attend such meetings. Specials may include: Art, PE, Music, Computers, Library, etc. Half day schedules will be rotated so that the same specials are not missed.

It is understood that deviations in the above total preparation time may occur when specialized teachers are absent and substitutes are unavailable. These programs may be removed due to severe budgetary considerations or occasional calendar modifications (i.e. half days, special programs, field trips, inclement weather days). Should a special be eliminated due to budgetary restraints, the Administration agrees to meet with the Association Leadership to come up with a plan to meet the minimum required instructional minutes and hours. If agreement cannot be reached between the Administration and Association leadership when a special is eliminated due to budgetary restraints, it will be replaced with a once a week thirty (30) minute recess. All recesses are duty free. Elementary teachers may also use unassigned recess and lunch period time for preparation periods.

Middle school teachers (grades 5-8) with a thirty (30) minute, duty-free, uninterrupted lunch period shall have one (1) assigned preparation period daily. Middle school teachers may use the time when their classes are scheduled for art, music, physical education, and instruction from specialized teacher for preparation periods. The time limit for duty free, uninterrupted lunch period does not apply to teachers who volunteer for noon supervision services paid at the contracted rate per year. When teachers are called for a meeting during planning time by administration that lasts more than 15 minutes in length, more than fifteen (15) times during any given school year, the teacher shall be given additional compensation of twenty-five dollars (\$25) for each subsequent meeting. It is further understood that when multiple IEP can be scheduled on the same day, a floating substitute will be utilized to release the primary classroom teacher to attend these meetings; released time shall not count toward the fifteen meetings addressed above. The exception to this language shall be the special education teacher, who by nature of their position is required to attend such meetings.

High school teachers grades (9-12) and Alternative High School teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than thirty (30) minutes per day unless they volunteer for noon supervision services paid at the contracted rate per year. High school teachers (grades 9-12) and Alternative High School teachers shall have one (1) assigned preparation period (equal to one class period) daily. When teachers are called for a meeting during planning time by the administration that lasts more than 15 minutes in length, more than fifteen (15) times during any given school year, the teacher shall be given additional compensation of twenty-five dollars (\$25) for each subsequent meeting. It is further understood that when multiple IEP can be scheduled on the same day, a floating substitute will be utilized to release the primary classroom teacher to attend these meetings; released time shall not count toward the fifteen meetings addressed above. The exception to this language shall be the special education teacher, who by nature of their position is required to attend such meetings.

The Administration shall have the right to assign teachers classroom supervision during their preparation period on an emergency basis.

E. Hours of Young Fives and Kindergarten teachers shall be fixed by the principal at the beginning of each semester, but shall be in no event longer than the foregoing.

F. A teacher shall not leave his/her class unattended at any time except in emergency situations.

G. Attendance at professional staff meetings is required of all teachers unless prior approval of absence from the principal is obtained. Such meetings shall not aggregate more than fifteen (15) hours per year. A professional staff meeting is a mandatory meeting of the entire building or the entire district teaching staff.

Attendance at the annual open house is required of all teachers. Staff attendance at an evening in-service of up to two hours may be substituted for the open house at the discretion of the administration.

H. For offenses of any or all of the above paragraphs or subsections of this Article, a teacher shall be subject to disciplinary action which may include any or all of the following:

Oral reprimand; written reprimand to be placed in the teacher's personnel file, a copy of which is sent to the Association; a deduction from the next regular pay check of an amount equal to the pro-rata daily pay for the time missed from the meeting; or, for repeated offenses, dismissal from the staff.

It is expressly understood that this section in no way limits disciplinary action which may be taken for teacher violations of other sections of this contract or Board policy.

## ARTICLE VI

### Teaching Loads and Assignments

- A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be permanently assigned outside the scope of their teaching certificates or their major or minor field of study, except at the Alternative High School.
- B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals as soon as practicable. Assignment changes made for non-disciplinary reasons will be voluntary, if feasible. An attempt will be made to seek volunteers before making non-disciplinary assignment changes. In cases of no volunteers, the least senior qualified teacher shall be involuntarily reassigned.
- C. The administration shall make reasonable efforts to assign no more than three preparations per day for each teacher. If more than three preparations are assigned to a teacher, the teacher may request and shall be able to meet with the principal to explore other reasonable alternatives. The administration shall not assign any teacher more than four subject matter preparations per day unless there is no other academically or economically reasonable means of completing the scheduling of academic assignments.
- D. Our mission is education and therefore the Association agrees to encourage staff attendance at the annual graduation exercises.
- E. Lead teachers are defined as teachers who may have administrative duties. Teachers will not be assigned to a Lead Teacher position except on a voluntary basis.

#### Lead Teachers Will:

1. Teach at least fifty percent (50%) of a full day.
2. Seniority will accrue and be prorated based on the number of classes taught in a full day.
3. Union dues will be prorated based on the number of classes taught (percentage of full-time) in a full day.
4. Fringe benefits will be prorated based on the number of classes taught in a full day according to the provisions of the Dundee Education Association Master Agreement.
5. Longevity will accrue according to continuous length of employment at Dundee Community Schools and will be prorated according to the full-time equivalent.
6. Prep time will be prorated and based on the number of classes taught in a full day according to the provisions of the Dundee Education Association Master Agreement.
7. No evaluate, discipline, or oversee other teachers (Dundee Education Association members).
8. Work the schedule defined by the Dundee Education Association Master Agreement with regard to teaching hours and school calendar.

ARTICLE VII

Teaching Conditions

- A. Because pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible. The class sizes, as hereinafter specified, shall become effective as soon as possible but not later than the fourth Friday count from the beginning of each school year of this contract in order to allow for administrative adjustments because of unforeseen contingencies. Second semester class sizes shall become effective as soon as possible, but not later than the fourth Friday of the second semester.

Class Size

Y5's/Kindergarten	27 students
1st - 6th	28 students
7th - 12th	32 students

In the event of an overload, the teacher or teachers affected, or to be affected thereby may request a conference in writing to be held not less than 10 days from said request with the Superintendent, building principal, and Association representative, at which time an adjustment shall be discussed.

Teachers assigned classes which exceed these maximum enrollments (after drop/add period of five [5] days) shall receive in the secondary \$3.00 per pupil per class and \$10.00 per pupil per day in the elementary grades for those teachers who have students for a full day; for those teachers who have students less than a full day, the administration shall pro-rate the \$8.00 for actual time a teacher spends with the students. It is expressly understood that overage pay is based on enrollment, not on actual attendance. It is also expressly understood that classes which have traditionally been taught in large groups such as, but not necessarily limited to, physical education, pool, and music need not conform to the above enrollments. Size of industrial-vocational classes, drafting, home economics, and other specialized classes shall be determined by the nature of the program and special equipment available.

The administration will oversee the educational delivery plan for any student who does not qualify for special education services, but who falls within the Section 504 guidelines as mandated by the State of Michigan.

The administration will make every effort to assign special education students in such a way that there is equal distribution of special students in various sections, grade levels and buildings which are consistent with the student's IEP. Additionally, the

) classroom teacher assigned a mainstreamed special needs student which requires an inordinate amount of attention or which student chronically disrupts the education of the rest of the class shall be entitled to a conference with the building principal, the special education teacher, and the special education supervisor to explore appropriate assistance to either the student and/or the teacher mainstreaming the student. It is understood that changing of placement or the educational plan shall be subject to special education laws and procedures, but the administration pledges appropriate support of the classroom teacher in coping with the needs of the special needs student.

The Board agrees that in the event the school district agrees to participate in a pilot program where severely handicapped students (SMI, TMI, SXI) are mainstreamed more than current practice, it will notify the Association and the Association or the Board may reopen this portion of the contract upon 10 days written notice to the other.

- B. Teachers shall not be required to correct or score standardized mental maturity and achievement tests that are part of a district-wide testing program. It is understood that this provision does not apply to testing programs which are part of an adopted textbook series or part of the curricular program.
- C. The Board agrees to provide a faculty lounge for the Middle School staff which shall conform to the same or better standards as those now in existence, so long as the space is not needed for instruction.
- D. Telephone facilities shall be made available to teachers for school business use. Personal use shall be limited to local calls only.
- E. Each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom, halls, and grounds. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with established Board policy and in keeping with sound educational practices. The Board recognizes its responsibility to review and maintain supportive policies with respect to the maintenance of control and discipline in the classroom, halls, and grounds.

Teachers shall not be assigned to detention supervision except on a voluntary basis.

- F. A teacher may exclude a pupil from one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. Said child shall be sent to the appropriate administrative office. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow but within the same school day, full particulars of the incident in writing.
- G. Distance and On-Line Education

The parties recognize the importance of variety in the teaching mediums offered to students. Accordingly, the parties agree to assist each other in the development and facilitation of such classes.

(DISTANCE LEARNING)



One important type of teaching medium that when developed carefully to avoid creating problems instead of solving them is called *DISTANCE LEARNING*.

1. Distance learning shall be defined as any class available through the program to enrolled students in which instruction of any kind is exchanged or provided electronically via interactive television.
2. Each distance Learning class period shall have a certified and highly qualified content-area teacher acting in the capacity of "program Teacher" (teacher). If such teachers shall be employed by the Board they shall have knowledge of computers and the Internet and be willing to participate in Professional Development courses pertaining to addressing the issues of learning on-line.
3. Teachers that develop such classes shall be allowed to retain intellectual property rights over materials developed by them.
4. Teachers shall be solely responsible for design, set-up, and implementation of:
  - I. tests
  - II. grading system
  - III. lesson plans and lessons
  - IV. record-keeping
5. Teachers shall not be responsible for:
  - I. Student discipline at remote sites
  - II. Administering tests at remote sites
6. teachers shall receive a \$500 Stipend Per trimester per distance learning course or will receive an additional preparation period to allow for the additional time involved in:
  - I. Development, set-up, and implementation of the lesson(s).
  - II. Record-keeping
7. Class Size in Program classes shall not exceed twenty-five (25) students per class.
8. Teachers will be paid at the rate of :
  - I. Extra duty pay (extra instruction) per district policy for required training outside the regular school day.
  - II. Since distance learning involves other school and other schedules, teachers of distance-learning teaching assignments outside the regular K-12 school day or work year shall be compensated at a proration portion of his/her regular salary. Proration based on the number of courses taught in a regular day and the amount of time spent outside of the regular school day.
  - III. Stipends are payable as salary and earn FICA and Michigan Retirement Benefits when applicable.

IV. If teachers use their personal automobile to travel between sites or to meetings the mileage reimbursement will be at IRS reimbursement level and paid as specified in school policies as they pertain to other district employees.

9. When possible, distance learning students will be assigned to one classroom during one period to enhance oversight of the distance learning students.

(ONLINE LEARNING)

Another important type of teaching medium that when developed carefully to avoid creating problems instead of solving them is called *online learning*.

1. Online learning shall be defined as any class available through the program to enrolled students in which instruction of any kind is exchanged or provided electronically via the internet. In the case of provided instruction, without exchanged instruction from a content area teacher, both parties recognize this may not be the best option for less independent learners.
2. Each online learning course will have a certified teacher as the proctor. All parties recognize that proctors are not likely to be highly qualified in the content areas of the online courses for which they are a proctor. Online proctors may proctor students who are taking a variety of online courses. Therefore, proctors will not be expected to teach content to their online students.
3. Such A teacher employed by the Board AS A PROCTOR shall have knowledge of computers and the Internet and be willing to participate in Professional Development courses pertaining to addressing the issues of learning on-line.
4. A teacher assigned a face to face course or other duties during the same period as proctoring an online class will be expected only to take attendance and provide as much classroom supervision as is possible for that proctor. Proctors will not be responsible for grades assigned by the online instruction.
5. Teachers will be paid at the rate of extra duty pay (extra instruction) Per District policy for required training outside the regular school day.

## ARTICLE VIII

### Vacancies and Promotions

- A. Whenever permanent vacancies in professional positions and other contractual assignments occur, or new positions are established during the school year, the Board will publish the vacancy and the new position along with the qualifications as determined by the Board. Appointments by the Board will be final. Vacancies in the Alternative High School are posted according to procedures in the Association contract. If the vacancy occurs in the Alternative High School, employees in that program have first priority based on their seniority in filling vacancies. If vacancies occur in the traditional Y5'S/K-12 unit, employees in that program have first priority in filling vacancies. If vacancies are not filled in that manner, then the position will be filled at the School Board discretion.
- B. Any qualified teacher may apply for vacancies within the school system. Any such vacancies will be filled on the basis of experience, competency and qualifications of the applicant. Where experience, competency and qualifications are equal, seniority shall govern.
- C. All vacancies and newly established positions will be posted on the Web and emailed to all DEA members on the current seniority list. No appointments will be made until 10 days have elapsed since the posting of a letter to the Association. Any open position must be posted for a minimum of five (5) weekdays, excluding holidays. Disagreements that arise between Administration and the Association on the issue of postings which are placed on the web and emailed to DEA members shall not be subject to the grievance procedure.

Any letter that a teacher files in accordance with Article XVII, H, will be considered as an application for the vacancy which occurs during the summer months.

## ARTICLE IX

### Transfers

- A. Any teacher who shall be transferred to a supervisory or executive position and shall later return to teacher status shall be entitled to retain such rights as he/she may have had under this Agreement including being placed on salary step in accordance with years of service.

## ARTICLE X

### Illness or Disability

- A. Each full time teacher shall be credited with a sick leave allowance of fourteen (14) days accumulative to the number of required teacher days in one school year. Sick leave shall be earned at the rate of one-tenth the yearly allowance for each month, or major fraction thereof, the teacher works, September through June. If a teacher's employment is terminated for any reason at any time during the school year, and he/she has used more sick leave than earned, his/her final pay will be adjusted accordingly by deducting from said pay the amount of unearned used sick leave previously credited to him/her. Sick leave shall be used for absences caused by illness or physical disability of teacher. The Board reserves the right to require medical verification that inability to work was due to illness after a time period of three consecutive days or more.
- B. Absence due to injury or illness arising out of or in the course of the teacher's employment for which worker's compensation award is given shall not be charged against the teacher's sick leave days, and the Board shall pay to such teacher the difference between his salary and the benefits received under the Michigan Worker's Compensation Act up to one school year from the first day of absence.
- C. Terminal Leave
1. Teachers retiring with at least 10 years of service in the Dundee Community Schools will be compensated for unused sick leave as follows:  
  
Unused sick days 1 to 180 inclusive \$40 per day
  2. Should any teacher with 10 or more years of service in the Dundee Community Schools die while under contract, the district shall pay the estate of the deceased or a named beneficiary according to the above payout schedule.
- D. Teachers who anticipate being absent due to disability must notify the Superintendent of the anticipated disability as soon as feasible and, if possible, not later than sixty (60) days prior to the projected onset of disability. Requirements of this provision apply regardless of whether the medical leave is paid or unpaid.

Teachers who anticipate disability and elect to use accumulated sick leave are subject to the following provisions:

1. Teachers who anticipate disability must notify the Superintendent of the anticipated disability not later than sixty (60) days prior to the projected onset of disability.
2. The district reserves the right to request medical verification regarding the disability itself, the teacher's continued ability to perform his/her job responsibilities prior to the taking of the leave and the teacher's capacity to resume employment upon the conclusion of the leave. A second medical opinion may be required by the Board at Board expense from

another physician selected by the teacher or his/her physician and approved by the Board. The Board shall also have the right to require medical verification if there is reasonable suspicion of abuse of sick leave, such as a pattern of absenteeism. The Board may also require medical verification of fitness for duty in appropriate circumstances, such as upon return from medical leave. Requirements of this provision apply regardless of whether the medical leave is paid or unpaid.

3. To receive sick leave payments the teacher must perform all duties until physically and/or mentally disabled and return to service as soon as physically able to perform all duties, as certified by medical opinion. The Board shall also have the right to require medical verification if there is reasonable suspicion of abuse of sick leave, such as a pattern of absenteeism. The Board may also require medical verification of fitness for duty in appropriate circumstances, such as upon return from medical leave. Requirements of this provision apply regardless of whether the medical leave is paid or unpaid
  4. For all sick leave days claimed the teacher must have a physician's certificate verifying physical and/or mental disability which prevents him/her from fulfilling his/her teaching responsibilities. The Board shall also have the right to require medical verification if there is reasonable suspicion of abuse of sick leave, such as a pattern of absenteeism. The Board may also require medical verification of fitness for duty in appropriate circumstances, such as upon return from medical leave. Requirements of this provision apply regardless of whether the medical leave is paid or unpaid.
  - 5A. When teachers are absent, they shall provide in writing all lesson plans and other materials required by the principal for the duration of the absence in order to maintain curricular continuity through the substitute teacher. (The language in 5A. is intended to refer specifically to day-to-day absences as opposed to leaves of absences of any kind.)
  - 5B. With regard to maternity leave, FMLA, or any other extended leave of absence, the affected teacher will supply lesson plans for a maximum of two (2) weeks at the beginning of his/her leave. After this two (2) week period, it will be the responsibility of the permanent substitute to maintain proper lesson plans.
  6. A teacher who has exhausted his/her remaining sick days, under the provisions, shall be placed on an unpaid leave of absence with the provision that he/she return to service as soon as physically and/or mentally able to perform all duties as certified by his/her physician, said leave not to exceed one calendar year.
  7. If unusual and unanticipated complications occur concerning the health of the teacher (or the object child, in the event of disability attributable to maternity), the Board may grant an unpaid leave of absence to the teacher subject to the conditions specified in Article XI, said application to be made within fourteen (14) calendar days from the onset of the health complication.
- E. In order to discourage unnecessary utilization of sick leave, the Board shall do the following for those teachers not using any sick leave in the preceding school year:

1. In the last paycheck preceding the winter break, the sum of \$100.00 will be added to the regular amount, and the exemplary regular attendance will be appropriately publicized.
2. The teacher will be granted one (1) additional personal day for use at the teacher's discretion provided the building principal is notified at least two (2) days in advance of use. (Exceptions may be made by the building principal in cases of emergency). This day may be used to extend vacations or holiday periods, but not during parent/teacher conferences or on exam days. The day may accumulate from year to year up to a maximum of three days, or may be cashed in at the end of the school year at the teacher's daily rate of pay at the time when the teacher earned the day by not using sick leave. (The school year -preceding its award, i.e. if a teacher uses no sick leave in 2002-03, at the beginning of 2003-04, he/she is credited with an additional personal business day for use in 2003-04. The cash value of the day is the daily rate in 2002-03).

ARTICLE XI  
Leaves of Absence

A. Leaves of absence with pay chargeable against sick leave but not accumulative shall be granted for the following reasons:

1. Sick leave may be used in a school year for a critical illness in the teacher's immediate family or the teacher's spouse's immediate family. "Immediate family" shall include grandparents, parents, spouses, children, grandchildren, sisters, and brothers. It is expressly understood that this provision shall not apply to normal illness, medical appointments, and other illnesses which are not of a critical nature. The determination of whether an absence is due to a critical illness shall rest with the building principal.
2. Teachers shall be paid for appearing before administrative bodies or courts only if subpoenaed. However, a subpoenaed teacher shall not be paid to attend a criminal proceeding in which he or she is a party or to attend a civil proceeding or other action against the District in which the teacher is a party.
3. Personal leave shall be allowed as follows:

Five (5) personal days/year, upon forty-eight (48) hours advance notice (except in case of an emergency upon approval of the principal), at the discretion of the teacher, excluding the first and last day of school, exam days, parent-teacher conference days, teacher in-service days and the day immediately before or after a holiday or vacation period.

Restriction can be made by the principal if more than three (3) teachers in a building or nine (9) teachers district-wide request personal days on the same day.

B. Leaves of absence with pay not chargeable against sick leave shall be granted for the following reasons:

1. Up to five (5) days of leave of absence with pay, not chargeable to sick leave, may be used in a school year for bereavement and attendance of funerals in the immediate family as defined in A. 1. above. One day of the five bereavement days may be used as a general bereavement day.
2. Any association member called for jury duty shall be paid his/her regular full salary and the amount of money he/she shall receive for jury duty shall be deducted from his/her regular pay check. It is further understood that mileage pay shall be retained by the employee.
3. Each teacher may be allowed on prior approval of building principal and/or Superintendent attendance at conferences, clinics, or approved visitations to other



) schools at Board expense. It is expressly understood that approval is for attendance at the discretion of the building principal and/or the Superintendent of Schools. In cases where the teacher elects but is not directed to attend, the expenses may be limited or denied.

C. Any teacher granted a leave of absence under any provision hereafter contained in this article shall notify the Superintendent in writing at least 60 days prior to the termination date of his/her intent to return or resign. Leaves of absence without pay not to exceed one year may be granted with prior Board approval for the following purpose:

1. Study related to the assignment of the teacher.
2. Study to meet eligibility requirements for a certificate other than the one held by the teacher.
3. Study, research, or special teaching assignment involving probable advantage to the school system.
4. Child care, Spousal Care, Parental Care

Medical leaves of absence may be used for the following reasons:

1. The birth of the employee's son or daughter, and to care for the newborn child;
2. The placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child;
3. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
4. Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.

) In order for the above language to apply and the employee to use accumulated sick time, the individual in need of care must be under a doctor's supervision. In the event the employee does not have sufficient sick days to cover all or any of the sick leave, their leave rights remain intact but such a leave would be without pay. Benefits, such as health insurance coverage, continue for the first twelve (12) weeks of unpaid leave provided the employee qualifies under the provisions of the Family Medical Leave Act (FMLA). Health insurance benefits are maintained whenever an employee is on an approved paid leave of absence.

Upon return from approved leave, a teacher will be assigned to the same position, if possible, or to a position for which he/she is certified and qualified and at the same salary step as when the leave was taken. The year limitation may be extended at the discretion of the Board.

D. Unpaid Disability Leave.

Teachers who anticipate disability have the option of choosing unpaid leave of absence status or utilizing accumulated sick leave under the provisions of Article X.

Teachers who anticipate disability and elect to apply for unpaid sick leave are subject to the following provisions:

1. In order to provide for continuity in the classroom between pupil and teacher, the teacher shall submit a written request for unpaid disability leave to the Board of Education at least 60 days prior to the expected onset of the disability so that necessary arrangements can be made to procure the teacher's replacement.
  2. Requests for unpaid disability leave shall specify the beginning date of the leave, be accompanied by a physician's statement that there is no medical reason why the teacher cannot continue to perform services until the beginning date of the leave, and a statement by the administration that the date requested by the teacher will not unduly interrupt the pupil-teacher continuity. As nearly as possible, the beginning date of the leave of absence should conform to the beginning or ending of a marking period, semester, trimester or school year.
  3. The district reserves the right to request medical verification regarding the disability itself and the teacher's continued ability to perform his/her job responsibilities prior to the taking of the leave. A second medical opinion may be required by the Board, at Board expense, from another physician selected by the teacher or his/her physician and approved by the Board.
  4. Once the beginning date has been approved by the Board, it shall not thereafter be changed, except in cases of emergency to be determined on an individual basis.
  5. The teacher shall be eligible to return from unpaid leave upon filing a physician's statement that he/she is physically fit for full-time employment. The teacher may request a prospective termination date of the leave of absence at the time of request for the leave.
  6. Unpaid leave will be granted without pay, without experience credit, without sick leave accumulation, and without other benefits. Upon return from unpaid leave, the teacher shall be restored to his/her same position on the salary schedule as when he/she left, and be entitled to other accrued benefits prior to said leave. Accrued experience credit in the amount of one-half year would be allowed upon the completion of one (1) semester/trimester.
- E. An adoption leave without pay not to exceed one year may be granted with prior Board approval, renewable for up to one year at the discretion of the Board. Upon return from the leave, a teacher shall be assigned to the same position if possible, or to a position for which he/she is certified and qualified and at the same salary step as when the leave was taken.
- F. Sick leave exceeding that for which sick leave days have been accumulated may be granted without pay upon written request for such leave when the contract teacher



## ARTICLE XII

### Teacher Evaluation

- A. It is understood that evaluation of all teachers within the Dundee Community Schools is an administrative prerogative and a continuous and on-going process. The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress of both probationary and tenure teachers. Each probationary teacher will be evaluated on the "Teacher Evaluation Form" at least twice each year, preferable once each semester/trimester and each tenure teacher will be evaluated at least once every two (2) years on the "Teacher Evaluation Form". The evaluator is to be an administrator. After evaluation is completed on the above mentioned evaluation form, the teacher is to sign the evaluation form to indicate that he/she is aware of the contents. The evaluation form will remain with the administrator and a copy will be given to the teacher. Teachers may be observed at any time, but formal evaluation shall not occur before September 15 or after May 30.
- B. Each new non-tenure teacher during the first three years of employment shall be assigned to a mentor teacher for the purpose of aiding the incoming teacher with lesson planning, instructional techniques, classroom management, scope and sequence of learning skills as they relate to course objectives, and development of interpersonal relationships. Teacher mentors will be selected by the administration from those interested parties. This assignment does not necessarily have to be made in the same grade or given to the department head. Teacher mentors will be tenure teachers and not responsible for evaluations. Teacher mentors will be provided a guide for implementing the program to be developed. Mentor teachers will receive a stipend as stipulated on Schedule A of this contract. The administration reserves the right to assign a mentor teacher to a fourth year non-tenure teacher if the circumstances are warranted.

## ARTICLE XIII

### Protection of Teachers

- A. Teachers shall exercise care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty.
- B. Any case of assault by a student upon a teacher shall be reported by the teacher or the Association to the Board within five (5) school days or the right to legal support by the Board shall be waived. After review of the report and any independent investigation it may make, the Board shall first determine whether the teacher has acted in good faith to carry out its policy and inform the teacher within five (5) school days of the reporting date of the incident. If the Board determines that the teacher has properly acted in good faith to carry out its policy, it shall provide an attorney at its own expense to discuss with the teacher his/her rights and obligations concerning the incident. This obligation shall not extend to trial preparation. The following letter of intent will serve to clarify the preceding sentence: While the Board's obligation to the teacher shall not include the necessity of trial preparation it may in its own discretion carry the expense of a trial thereafter. It is the policy of the Board of Education to back teachers in student discipline matters where the teachers use reasonable judgment in handling behavior problems.
- C. A teacher involved in an assault as specified in B shall not be charged with time away from the job which arose as a result of the assault provided the Board determines the teacher has properly acted within the scope of its policy.
- D. Subject to the restrictions contained in MCLA 423.505, Section 5 of the Bullard-Plawecki Employee Right to Know Act, Michigan Public Act 397 of 1978 an employee shall have the right upon written request to review the contents of his/her personnel file (excluding initial references) and to have a representative of the Association accompany him/her in such review. Such reviews shall not exceed twice during any single calendar year, and shall not be held during the employee's regular duty hours unless expressly authorized by the building principal. An appointment shall be granted within two business days of initial notification to accommodate such a review.

Whenever new, substantive material including but not limited to student, parental, or school personnel complaints which are determined by the administration to be valid are placed in an employee's personnel file, the employee shall be provided an opportunity to review the material so included within two (2) school days of its inclusion. The employee may submit a written notation regarding any material, including complaints, (subject to the restrictions contained in MCLA 423.505, Section 5 of the Bullard-Plawecki Employee Right to Know Act, Michigan Public Act 397 of 1978) and the same shall be attached to the file copy of the material in question. After reviewing material to be placed in an employee's file, the affected employee shall sign said material and said signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of said material. If the employee shall refuse to sign the material the administrator may send a copy of same to the designated representative of the Association who shall sign same and specifically acknowledge in writing that a copy was served on the employee and that the employee refused to sign same.

- E. Any complaint made by any parent, student, or other person shall be brought to the attention of the teacher if the Board or administration determines the complaint is sufficiently serious to potentially affect the teacher's employment status or to place in the teacher's personnel file. Complaints shall not be incorporated into the teacher's evaluation unless the teacher is informed, and after investigation, complaint is found to be justified.
- F. It is acknowledged that management has the right and duty to discipline employees for infractions of work rules, Board policy, or delinquency in professional performance. Also, it is acknowledged that discipline should be for just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, or suspensions with or without pay. Any such discipline shall be subject to the grievance procedures contained in this Agreement including arbitration. Discharges of tenure teachers will be handled in accordance with the Teachers Tenure Act.
- G. Board has a statutory obligation to comply with all requirements of the Open Meeting Act, Public Act 267 of 1976. Statements in the nature of complaints against the performance of school employees will not be allowed to be made at Board meetings until the employee concerned has been notified in writing of the complaint and his/her rights to a closed meeting.
- H. Academic freedom, subject to Board policy and accepted standards of professional responsibility, will be guaranteed to bargaining unit members, and no special limitations will be placed upon study, investigation, presentation and interpretation of facts and ideas, including e-mail and Internet usage.
- I. No employee shall be disciplined without just cause, including alleged misuse or inappropriate usage of the Internet and e-mail.
- J. No Child Left Behind Act
  - 1. Teacher qualifications and measurable objectives:
    - a. IN GENERAL – Beginning with the first day of the first school year after the date of enactment of the No Child Left Behind Act of 2001 (i.e. 2002-03), each local education agency receiving assistance under this part shall ensure that all teachers hired after such day and teaching in a program supported with funds under this part are highly qualified as stipulated by No Child Left Behind.
    - b. STATE PLAN – As part of the plan described in section 1111, each State educational agency receiving assistance under this part shall develop a plan to ensure that all teachers teaching in core academic subjects within the State are highly qualified not later than the end of the 2005-2006 school year. Such plan shall establish annual measurable objectives for each local education agency and school that, at a minimum –
      - i. Shall include an annual increase in the percentage of highly qualified teachers at each local educational agency and school, to ensure that all teachers teaching in core academic subjects in each public elementary school and secondary school

are highly qualified not later than the end of the 2005-2006 school year;

- ii. Shall include an annual increase in the percentage of teachers who are receiving high-quality professional development to enable such teachers to become highly qualified and successful classroom teachers; and
- iii. May include such other measure as the State educational agency determines to be appropriate to increase teacher qualifications.

Any staff member displaced because their current assignment is a position for which they are not "highly qualified," will have the right to bump any less senior staff member assigned to a position for which the displaced staff member is highly qualified.

ARTICLE XIV

Negotiation Procedures

- )
- A. No later than March 1 prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.
  - B. In any negotiations described in this article, neither party shall have control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association. After ratification by both parties their representatives shall attach their signatures to the ratified agreement within twenty-four (24) hours.

There shall be no less than three (3) signed copies for the purpose of record; one retained by the Board, one by the Association, and one by the Superintendent.

- C. 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 and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.
- ) D. Therefore, the Board and the Association, for the life of this Agreement, agree the other shall not be obligated to bargain collectively with respect to any subject or matter covered in this Agreement. Matters of common concern may be subject to negotiations during the period of this Agreement upon request and mutual agreement of both parties.
- E. Any amendment or agreement supplemented hereto shall not be binding upon either party unless executed in writing and signed by both parties.



ARTICLE XV

Grievance Procedure

- A. A grievance shall be an alleged violation or misapplication of the expressed terms of this contract or written Board policy.

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

1. The termination of services of or failure to re-employ any probationary teacher.
  2. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
  3. Any Dispute regarding the failure to employ or re-employ a teacher in an extra-duty/extra-pay position.
- B. The Association shall designate eight (8) representatives to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.

- C. The term "days": as used herein shall mean days in which school is in session.

- D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants and the Association.
2. It shall contain a synopsis of the facts giving rise to the alleged violation.
3. It shall cite the section or subsections of this contract or the written Board policy alleged to have been violated.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.

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

- E. Level One – A teacher believing himself/herself wronged by an alleged violation of the express provisions of this contract or written Board policy shall (within Ten (10) days of its alleged occurrence) with an Association representative orally discuss the grievance with the building principal (or his designated representative) in an attempt to

resolve same. If no resolution is obtained within five (5) days of the discussion, the teacher shall reduce the grievance to writing and resubmit same to the building principal within five (5) days of the discussion. The principal shall respond in writing within five (5) days of receiving the written grievance. Thereafter, if the resolution by the principal is unsatisfactory, the teacher shall proceed to Level Two within five (5) days of receipt of the principal's written response to the grievance. If the alleged occurrence happens after the beginning of the school year, but prior to October 15, the teacher shall have fifteen (15) school days from the date in which they first became aware, to initiate the action.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and 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 designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in the Superintendent's office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, either side may request, in writing to the other, that the matter be submitted to non-binding mediation with the Michigan Employment Relations Commission. Such request for mediation must be made no more than ten (10) days after the delivery of the Level Two formal disposition. For mediation to occur, the mediation must be agreed to in writing by the other party not more than ten (10) days following receipt of the request. Mediation shall be considered Level Three.

Level Three – Mediation with MERC

Level Four - Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at mediation or if the parties do not agree to avail themselves of the services of a mediator, the Association may, within ten (10) days after the request in writing the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules, except each party shall have the right to pre-emptorally strike not more than three (3) from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

3. In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction;
4. Notwithstanding the foregoing, the arbitrator shall not have the power to add or modify, alter or amend, or subtract from the terms of this agreement. He/she shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he/she question the reasonableness of Board policy, nor annual assignments of extra duties for extra pay outlined in Schedule A.

If any grievance award shall include back pay, said award shall not extend more than thirty (30) days prior to the date of the Level One conference.

5. Grievance of similar nature may be consolidated to expedite the grievance process for all parties.
  6. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.
- F. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.
- G. The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers without his/her or their express approval in writing thereon. The Association shall have the right to withhold its signature at any level thereby stopping the processing of the grievance thereafter. It is expressly understood that the Association shall have the right to be present at the adjustment of a grievance at any level. The Board or its designated representatives shall inform the Association Grievance Committee Chairman or his/her designated representative prior to the time of any adjustment.
- H. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations except upon mutual agreement.
- I. In the event a grievance is filed after May 5 of any year of this contract and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process the grievance prior to the end of the school year or as soon thereafter as possible. After the end of the school year, "days when a school is in session" as referred to in Paragraph C of this article, shall be construed as "calendar days".

## ARTICLE XVI

### Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, cause, authorize, or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of a teacher from his/her position or stoppage of work or abstinence, in whole or in part, from the EMI, faithful and proper performance of the teachers' duties of employment) for any purpose whatsoever. Further, the Association will make every effort to carry out the above.

## ARTICLE XVII

### Miscellaneous Provisions

- A. Teachers shall be informed of telephone numbers and personnel they shall call two (2) hours before the opening of the pupil's regular school day to report unavailability for work. They shall also inform the personnel to whom they report of a telephone number where they can be reached in the event it is necessary to contact them on matters pertaining to their assignment or other urgent school business. Once a teacher has reported his/her unavailability for work, it shall be the responsibility of the administration to arrange for a substitute teacher. In the event the teacher shall fail to notify the designated personnel as above stated at the time indicated or before, his/her pay shall be reduced proportionately from the next regular pay check except when the Superintendent shall specifically waive, in his sole discretion, the provisions of this paragraph.
- B. The Association shall have the right to review such statistical information of the Board of Education as is available to the residents of the school district as provided by law.
- C. The Association and its members shall have the same privilege to use school building facilities as any other group pursuant to written Board policy. A bulletin board shall be made available in each school building exclusively for teachers use. The Association shall have the right to use the teachers' mailboxes for distribution of Association materials.
- D. Board of Education Policies: The written policies of the Board which apply to wages, hours, and working conditions shall be a part of this contract and except as they may be superseded by express provisions of this contract shall be included herein, but the Board reserves the right to the contrary, to promulgate new policies from time to time as the need arises, but not to conflict with the provisions of this agreement.
- E. This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association, and the employees in the bargaining unit, and in the event that any provision of this agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time limit provided for doing so such provision shall be void and inoperative; however, all other provisions of this agreement shall continue in effect.
- F. No new teacher shall be employed by the Board before August 1 for a regular teaching assignment for the ensuing school year who does not have a Bachelors Degree from a college or university accredited by NCATE and a provisional or permanent certificate.

- G. The Board of Education reserves the right to require physical or psychiatric examination of any teacher when in their judgment such is necessary to determine ability of teacher to properly function as a teacher. Cost to be paid by the Board.
- H. Letter of Intent: Not to be issued before April 1, except when this date shall fall during or after spring vacation, the letter of intent may be issued immediately preceding the spring vacation.
- I. On workdays immediately after the end or before the start of the school year, guidance counselors will be paid on a per diem basis, equal to their salary step for any days in excess of ten (10) days annually. Building principal and guidance counselors will agree on needed days.

**DUNDEE COMMUNITY SCHOOLS  
LETTER OF INTENT**

I will be interested in a contract for \_\_\_\_\_

I will not be interested in a contract for \_\_\_\_\_

I am undecided \_\_\_\_\_

I have my Master's Degree \_\_\_\_\_

I expect to receive my Master's Degree this summer \_\_\_\_\_

I have completed 30 hours beyond my Master's Degree \_\_\_\_\_

I expect to complete 30 hours beyond my  
Master's Degree this summer \_\_\_\_\_

I will not change degree status for the upcoming year \_\_\_\_\_

Current teaching certificate expires \_\_\_\_\_

Subject and/or grade level

First Choice      Subject \_\_\_\_\_ Grade \_\_\_\_\_

Second Choice      Subject \_\_\_\_\_ Grade \_\_\_\_\_

I have the education and/or experience qualifications for the following positions and desire to be considered for these positions if they are now open or will be open in the future.

Signature \_\_\_\_\_

Comments:

## ARTICLE XVIII

### Layoff Procedure

- A. New employees hired into the bargaining unit shall be considered as probationary employees as prescribed by the Michigan Teacher Tenure Act.
- B. Seniority within the school system shall be determined by years of continuous service. Effective with the 2011-12 contract, teacher seniority shall be accrued at a rate equal to the portion of the school day spent in the classroom. Preparatory time is considered to be time in the classroom for purposes of seniority. For example, a full-time teacher will earn 1 year seniority for each year of full-time teaching. A half-time teacher will earn one half year seniority, etc. No teacher seniority will be earned for hours spent outside of the classroom. The employees' date of hire will be used to determine the seniority placement. Seniority for teachers hired into the alternative education/Riverside Academy previous to 1999, will begin September 1, 1999.

Throughout this article, the terms "qualified" and "qualifications" when referring to a teacher shall mean highly qualified as defined by the ESEA and the Michigan Department of Education.

The word "certification" as used in this Article shall be defined as a certificate issued by the Michigan Department of Education.

For purposes of this Article "qualified" shall be based on certification in grades Y5's/K-12. It is hereby recognized that all areas except mathematics, science, social studies, and English in grades 7 and 8 require special qualifications. For all other areas, except those listed above where certification is sufficient, additional qualifications are needed and shall be based on:

1. Certification and a major or minor or the equivalent hours in a specific teaching area, or
2. Certification as above and student teaching experience in the discipline, or successful teaching experience in the discipline.

In cases where teachers are hired in the same year, seniority will be granted on the basis of the date of hire, with the last person hired having the least seniority.

Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Unpaid leaves of absence may not be used for the accumulation of seniority. Credit given for teaching experience in school districts other than the Dundee Community Schools shall not be considered for the purpose of accumulating seniority.

- C. Any teacher who is granted tenure shall have seniority from the last date of hire.
- D. The Board of Education shall prepare a seniority list and transmit a copy of same to the



Association on or before the first day of October.

It shall be the responsibility of each employee to promptly check the seniority list. If any employee or the Association does not agree with the employee's length of teaching experience, the Superintendent shall be notified, in writing, of the alleged error within ten (10) days of the list's posting. If no challenges are made within the ten (10) day period, the seniority list shall be deemed to be accurate and shall thereafter be frozen until reposted.

E. **Necessary Reduction of Personnel.** In cases requiring a reduction of the teacher work force due to such factors as a decrease in operating funds, alteration of the curriculum, a decrease in students, or other factors, the following procedure will be used:

1. Reductions in the education program including personnel, are hereby recognized as being within the sole discretion of the Board.
2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
  - a. Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
  - b. If reduction is still necessary, seniority employees will be laid off according to certification, years of continuous service, and qualifications as defined in this Article. Tenure teachers on lay-off shall continue to accumulate seniority.

In the event a layoff shall occur, the Association and the teacher(s) to be laid off shall be notified of the pending layoff at least thirty (30) days before it is effectuated and shall have the right to review the layoff list. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance at Level Two of Article XV (Grievance Procedure) within five (5) days of the review of the layoff list.

F. **Recall.** Seniority teachers shall be recalled in inverse order of layoff for positions opening for which they are certified and qualified.

Notification of a recall shall be in writing, with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of the teacher to notify the district of any changes in address. Tenure teachers shall not lose recall rights.

ARTICLE XIX

School Calendar

- A. Each year of the contract the Board of Education Negotiating Team will submit to the Association Negotiating Team a calendar proposal for the ensuing year by the first Monday in April. Agreement on the calendar for the ensuing year will be reached by the first Monday in May of the preceding school year or the Board shall have the right to set the school calendar for the ensuing school year which may not thereafter be challenged. In the event the Board of Education sets the calendar, the Board shall not alter the schedule identified in Section B below.
- B. Notwithstanding the foregoing, the Board shall have the right to expand the school calendar in order to achieve the minimum days of student instruction as required by law for the full payment of State Aid. On days when school is closed due to inclement weather, fire, epidemics, or health conditions as defined by city, county or state health authorities, teachers need not report to work.

**2011-2012, 2012-2013, 2013-2014**  
174 Scheduled Student Attendance Days  
5 Staff Development Days  
3 Record Days  
3 PTC Days  
185 Contract Days  
\*First 30 hours lost will not be rescheduled

\*In the event the Act of God day usage exceeds the State's maximum allowable time of 30 hours and the State waives this overage, the District hereby agrees to do the same.

\*\*If the State eliminates or alters the requirements for make-ups days during the extension of contract Dundee Schools will meet all requirements of the State of Michigan.

- C. The Board has the right to schedule parent-teacher conferences and student exam days at its discretion as long as within the above limits.
- D. Snow day make-up schedule will be developed on a meet and confer basis (Superintendent and Association leadership).

Additional make-up days will be scheduled on consecutive weekdays following the last scheduled day of student attendance as needed to achieve the minimum days/hours of student instruction for full state aid reimbursement.

SCHEDULE A, ITEM 1a

Teachers shall be credited with all graduate hours earned prior to December 1, 2011, however, all graduate hours earned after December 1, 2011 must have prior approval of the Superintendent.

	0%				0%				0%		
	2011-2012				2012-2013				2013-2014		
	BA	MA	MA + 30		BA	MA	MA + 30		BA	MA	MA + 30
Step											
1	\$35,401	\$37,869	\$38,625		\$35,401	\$37,869	\$38,625		\$35,401	\$37,869	\$38,625
2	\$37,165	\$39,633	\$40,426		\$37,165	\$39,633	\$40,426		\$37,165	\$39,633	\$40,426
3	\$38,926	\$41,920	\$42,760		\$38,926	\$41,920	\$42,760		\$38,926	\$41,920	\$42,760
4	\$40,862	\$44,388	\$45,274		\$40,862	\$44,388	\$45,274		\$40,862	\$44,388	\$45,274
5	\$42,889	\$46,597	\$47,530		\$42,889	\$46,597	\$47,530		\$42,889	\$46,597	\$47,530
6	\$45,008	\$48,970	\$49,949		\$45,008	\$48,970	\$49,949		\$45,008	\$48,970	\$49,949
7	\$47,299	\$51,784	\$52,820		\$47,299	\$51,784	\$52,820		\$47,299	\$51,784	\$52,820
8	\$49,675	\$54,603	\$55,694		\$49,675	\$54,603	\$55,694		\$49,675	\$54,603	\$55,694
9	\$51,959	\$57,514	\$58,665		\$51,959	\$57,514	\$58,665		\$51,959	\$57,514	\$58,665
10	\$54,957	\$60,943	\$62,161		\$54,957	\$60,943	\$62,161		\$54,957	\$60,943	\$62,161
11	\$59,755	\$66,754	\$68,088		\$59,755	\$66,754	\$68,088		\$59,755	\$66,754	\$68,088

## SCHEDULE A, ITEM 1b

### Calculating Faculty Pay for Those Who Teach More Than Full-Time

For bargaining unit members that teach more than full-time, the following distributions will serve as examples of schedules that constitute full-time:

1. Four classes at the high school
2. Six classes at the middle school
3. Three classes at the high school, 1 class at the middle school
4. Two classes at the high school, 2 classes at the middle school
5. 1 class at the high school, 4 classes at the middle school
6. 3 classes at the middle school, 1.5 classes at the high school

Faculty members who exceed these full-time schedules with any combination will be paid 15% of their current salary for an extra period in the middle school and 20% of their current salary for an extra period in the high school.

If a teacher agrees to miss part of their lunch to teach an extra class, that time will be compensated with compensatory time or will be reimbursed for each hour accrued at their per diem rate.

## SCHEDULE A, ITEM 1c

Any employee, who teaches part-time, will be compensated for each class taught. The pay will be based on the number of classes taught in a full day. If four classes are taught in a day and the part time employee teaches two, the part time employee will receive two fourths (fifty percent) of their step pay. Steps will advance yearly. The same ratio applies to the amount of all benefits paid for by the school and the fraction of a class period part-time teachers will have as a prep period each day. A teacher teaching one half schedule, will earn one half (fifty percent) of their step pay, fifty percent of sick time, have fifty percent of a class period for preparation, and have fifty percent of benefits or in lieu paid. Part-time teachers will attend parent-teacher conferences. Part-time teachers will attend staff meetings if the meeting is immediately preceding or following his/her schedule. Part-time teachers will attend professional development sessions when there are guest presenters. Exceptions to the conferences, meetings, and professional development can be made by the building principal. Longevity will be accrued according to continuous length of employment regardless of full-time or part-time status.

If a teacher is shared between the high school and middle school, they will be allowed 15 minutes travel time each trip. That time will be compensated with compensatory time or will be reimbursed for each hour accrued at their per diem rate.

SCHEDULE A, ITEM 1d

INSURANCE

- A. The Board will pay for single, employee and spouse (or child), full family, or sponsored dependent health insurance for MESSA Choices II or equivalent for which employee is eligible, during the life of this agreement. Continuing from the change in 1998, the exclusion clause for abortion-related services is amended in the MESSA booklet.

2011-2014 MESSA Choices II or equivalent insurance with \$10/\$20 prescription card, and a \$200/\$400 deductible to be reimbursed by the employer. The deductible shall be reimbursed to members using the Explanation of Benefits (EOB) with the medical information blocked out. The district shall effect the reimbursement within 60 days of submission.

On health insurance, the membership agrees to pay a 10% pre-tax contribution, to be deducted bi-weekly, toward their personal annual health care premiums starting on the date of ratification and for the remainder of the 2011-2012 school year. For the 2012-2013 and 2013-2014 school year the membership will pay a 20% pre-tax contribution, per the State of Michigan and to be deducted bi-weekly, toward their personal annual health care premiums. It is further understood by the district that if the State of Michigan mandates that a percentage of health insurance be paid by employees, that this contribution shall be credited toward the state mandated contribution requirements and not act as an additional contribution on top of the state mandated contribution requirement.

The Board will also provide a vision care program substantially equivalent to MESSA VSP-1 for those taking the Health Care Benefits.

- B. The Board will pay for a \$20,000 term life insurance with AD&D with a carrier to be named by the Board.
- C. The Board will provide for a long term disability insurance policy for each employee which shall contain at least the following the benefits:
- After (90) consecutive calendar days of incapacity or the exhaustion of sick leave, whichever, is greater, the employee will receive up to 60% of his/her monthly contractual salary exclusive of bonuses and/or overtime up to a maximum of \$3,000 a month. The Board shall be free to determine the carrier so long as the above benefits are present.
- D. The Board will provide for a dental program for all employees which shall be substantially equivalent to Delta Dental Plan C. Coverage will include up to full family including sponsored dependents.
- E. For those employees not electing to participate in health care coverage in paragraph A, the Board will provide both an additional \$40,000 term life as provided in paragraph B, a vision care program substantially equivalent to MESSA VSP-3 for the employee's family, an orthodontic rider (50/50/50 maximum \$1,000), and a \$500 per month annuity program with a carrier to be named by the Board or a monthly in lieu payment of \$500 paid directly to the teacher.
- F. The foregoing benefits will be prorated for part-time teachers under contract with the Board, provided the hours worked permit the teacher to be eligible for coverage under the policies. Proration will be based upon full-time teaching, thus a teacher who works only two-thirds (2/3)

time will have two-thirds (2/3) of the premium paid by the Board and be required to pay one-third (1/3) of the premium through payroll deduction in order to receive the benefit.

SCHEDULE A, ITEM 1e

Longevity Pay

Longevity pay in the amount of \$500 will be paid to each teacher beginning with the 12 year of continuous service with the Dundee Community Schools and continuing in like amounts every three years thereafter through the 27<sup>th</sup> year. A leave of absence granted by the Board shall not constitute and interruption of service, but the time on leave shall not be counted as service time. Longevity pay credit will be counted from the Alternative High School employees' date of hire.

SCHEDULE A, ITEM 1f

Retirement

The Board will pay all basic state retirement contributions as well as federal employer contributions on all salary and wages which are included in the teachers' payroll.

SCHEDULE A, ITEM 1g

Salary Reduction Plan

The Board will implement an approved Section 125 Plan.

SCHEDULE A, ITEM 1h

Mileage

Pre-approved mileage will be reimbursed at the current rate set by the IRS each year in December. All receipts/requests must be submitted within five school days.



SCHEDULE A, ITEM II Part A

Extra duty assignments will be paid on the following percentage based on the BA scale for each year of experience in the same extra duty assignment. Credit will be capped at step #5. In Addition, coaches coaching beyond their regular season and into the post season will be paid an additional .5% per week that their season is extended up to and not surpassing the state finals for that sport.

<u>EXTRA DUTY ASSIGNMENT</u>	<u>RATE</u>
Teachers – Extra Instructional Hours	\$35.00
Teachers – Service-related Hours	\$24.00
Chaperones for Students	\$30.00
Department and Grade Chairs	3%
Noon Supervisors	5%
Club Sponsors	2%
Yearbook Sponsor-High School	5%
Yearbook Sponsor-Elem and Middle Schools	3%
NHS /Sponsor	1%
Junior and Senior Class Advisor	2%
Freshman and Sophomore Class Advisor	1%
Student Council Advisor	2%
Band Director – MS and HS	12%
Elementary Choral Director	4%
MS/HS Choral Director	4%
Play Director (full production) 2 per year	3%
Debate Team Coach	2%
Art Coordinator (County Fair)	2%
School Improvement Chairperson	3%
Bus Duty	3%
Mentor	2%
Science Fair Coordinator	2%
Weight room Supervisor	8%

**SCHEDULE A, ITEM II Part B**

Extra duty coaching assignments will be paid on the following percentage based on the BA scale for each year of experience in the same extra duty assignment. Credit will be capped at step #5. In Addition, coaches coaching beyond their regular season and into the post season will be paid an additional .5% per week that their season is extended up to and not surpassing the state finals for that sport.

Basketball, Varsity	12%
Football, Varsity	12%
Swimming, Varsity	12%
Volleyball, Varsity	12%
Wrestling, Varsity	12%
Baseball, Varsity	10%
Softball, Varsity	10%
Track, Varsity (Boys & Girls)	12%
Cheerleading, Varsity (2 seasons)	8%
Cross Country, Varsity	9%
Golf, Varsity	9%
All Varsity Asst. J.V. and Freshman Coaches	8%
J.V. Cheerleading (2 seasons)	6%
All Middle School Coaches (except cheerleading)	7%
MS Cheerleading (2 seasons)	5%
8 <sup>th</sup> Grade	5%
7 <sup>th</sup> Grade	5%

**SCHEDULE A, ITEM III**

No meetings during school hours, except the Student Council, unless approved by the administration.

Noon Supervision - In the event there are no volunteer teachers, lay people will be hired if possible.

Supplementary contracts will be issued for all extra services which do not appear on the teacher's individual contract.

#### SCHEDULE A, ITEM IV

Teachers at the secondary levels shall be paid at the Teachers – Extra Instructional Hours rate as shown in Schedule A, Item II, Extra Duty Assignment Schedule, for actual time assigned for each conference period they are used as substitute teachers. Contract elementary teachers, when used as substitute teachers for art, music, physical education, media center, and computers shall be paid at the same rate per hour as secondary teachers for actual time assigned.

All substitute pay in this paragraph shall be paid at the end of each semester/trimester.

When it is necessary for a staff member to substitute for a class, units will accumulate according to the time spent supervising the students.

Five (5) units will equal one (1) compensation day for the high school. This is based on a five (5) hour day.

Six (6) units will equal one (1) earned compensation day at the elementary and middle school

Any compensation days used after May 15<sup>th</sup> will require written permission from the superintendent.

Teachers shall have the option to take the compensation day the following year, or be reimbursed for his/her time. Teachers can break compensation days into half days, but no smaller increments. Reimbursement will be current "certified teachers" pay listed in Schedule A. Item II.

Earned compensation days, under this provision, will be subject to the same restrictions identified in Article XI, Section A, Paragraph 2.

The maximum number of compensation days that an employee can carry forward will be restricted to no more than four in total (sum of days earned in Article X & XI). Compensation days earned beyond a total of four must be cashed in at the end of the school year.

#### SCHEDULE A, ITEM V

Credit for prior teaching experience in the subject area up to and including eleven (11) years will be granted to those teachers newly employed.

**SCHEDULE A, ITEM VI**  
**Inservice Training Program:**

The Board of Education will pay \$100.00 per semester hour for credit earned after employment at the Dundee Community Schools. Payment of hours shall not exceed 9 hours per year and subject to the following:

1. Reimbursement will be made in October following completion of work to a teacher employed at that date. Evidence of successful completion of hours qualifying under this reimbursement must be presented to the Superintendent on or before October 1<sup>st</sup> of the year of completion in order to receive reimbursement.
2. Reimbursement will be limited to courses which pertain to the teaching assignment of the teacher.
3. Teachers returning from leave will be eligible for payment of semester hours while that teacher was on board approved leave. Payment of hours will not exceed 9 semester hours.

**DURATION OF AGREEMENT**

This Agreement shall be effective as November 14, 2011, and continue in effect for three years until 11:59P.M. on the 31<sup>st</sup> day of August, 2014. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**BOARD OF EDUCATION**

By: James P Scheich  
James Scheich, President

By: Karen A Stull  
Karen Stull, Secretary

By: Michael B Dodge  
Michael Dodge, Superintendent

**EDUCATION ASSOCIATION**

By: Kit Daniels  
Kit Daniels, President, Chief Negotiator

By: Daria Plumb  
Daria Plumb, Secretary

By: Lesley Iocoangeli  
Lesley Iocoangeli, Vice-President