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MASTER CONTRACT AGREEMENT

Between

Dowagiac Union School District

and the

Van Buren County Education Association Dowagiac Education Association, MEA/NEA

> 1997-1998 1998-1999 1999-2000

LABOR AND INDUSTRIAL RELATIONS COLLECTION Michigan State University

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AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of OCTOBER , 1997, by and between the BOARD OF EDUCATION of the DOWAGIAC UNION SCHOOL DISTRICT #31, of Dowagiac, Michigan, hereinafter referred to as the "Board" and the VAN BUREN COUNTY EDUCATION ASSOCIATION/DOWAGIAC EDUCATION ASSOCIATION, MEA-NEA, hereinafter referred to as the "Association".

ARTICLE 1 - PURPOSE AND INTENT

WHEREAS, the School District has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to wages, hours, and other terms and conditions of employment, and

WHEREAS, the parties have conducted extensive negotiations, each side in good faith, to arrive at an agreement which will be fair, not only to the School, but also to the Association; and

WHEREAS, as a result of the extensive good faith bargaining which has taken place, the School and the Association have arrived at such agreements, the terms of which have been reduced to writing and are set forth hereunder;

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements herein contained, it is agreed as follows:

ARTICLE 2 - RECOGNITION AND AGENCY SHOP

Section 1: The Board hereby recognizes the Van Buren County Education Association/Dowagiac Education Association, MEA-NEA as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, in regard to wages, hours and other terms and conditions of employment for the following certified personnel employed by the school: Classroom teachers, counselors, librarians, speech correctionists, special program teachers and permanent full-time substitutes under contract. The term "teacher", when used hereafter in this agreement shall refer to all of the foregoing employees who are members of the bargaining unit.

Section 2: Excluded are all administrative, supervisory and executive personnel, substitute teachers, and all other present and future employees of the Board other than "teachers" as defined above.

Section 3: The Board further agrees that for the duration of this agreement or any extension thereof, it will not recognize nor bargain with any entity other than the Association.

Section 4: All teachers, as a condition of continued employment, shall sign and deliver to the Board an authorization

form for the assignment of dues and assessments of VBCEA/DEA, MEA/NEA, or shall pay such fee directly. It is recognized that the proper negotiation and administration of collective bargaining agreements entails expenses which are appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association, such teacher shall, as a condition of continued employment by the Board, cause to be paid to the Association a service fee. The amount of the service fee shall be an amount equivalent to the dues uniformly required by members of the VBCEA/DEA, MEA/NEA. The Association shall notify the Board of Education as to the exact amount of the service fee to be paid by persons paying the same. In the event a teacher shall not pay such fee directly to the Association or authorize payment to the Association through payroll deduction, as provided in Section 6 of this Article, the Board shall require the service fee to be paid to the Michigan Education Association Agency Shop Escrow Account established at the American Bank and Trust Company in Lansing, Michigan. Said service fee shall stay in said escrow account until the person has exhausted the MEA's Internal Rebate Procedure. If the non-member refuses to place the money in said escrow account, then, upon demand of the Association, the Board of Education shall cause termination of employment of the teacher, after an opportunity for a due process hearing. The only question to be determined by the Board of Education at said due process hearing is whether or not the teacher has paid said service fee. In the event a non-member abandons or fails to pursue lawful procedure to determine the appropriate service fee within prescribed time limits, then the Escrow fund shall be paid to the Association and the non-member shall pay or authorize payment to the Association of the service fee or face dismissal in accordance with this section.

Section 5: In the event a dispute arises between a teacher and the Association over the service fee, the teacher shall remain employed pending resolution of the dispute, so long as the disputed fee is paid into escrow.

Section 6: For those teachers who so authorize by properly executed payroll deduction authorization forms the Board agrees to deduct dues, assessments and contribution for the VBCEA/DEA, MEA/NEA, and remit the same to the Association no later than fifteen (15) days after the deductions have been made.

Section 7: The Association agrees, upon request, to defend the Board, its officers, agents or employees in any suit brought against all and to indemnify the Board, its officers, agents or employees for any costs, damages, back pay or unemployment benefits which may be assessed against all or any of them regarding this Article of the Master Agreement, provided, however, that:

- a. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with the Board.
- b. If the Board, its officers, agents or employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with the Board, does represent the Board, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.
- c. The Association, in defense of any such suit, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article.
- d. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the Board, its officers, agents or employees under this section, after consultation with the Board.
- e. In the event a claim is made regarding unemployment benefits, the Board will object to such claim and demand a hearing regarding such claim and will immediately notify the Association so it can defend against such claim in a timely fashion.

Section 8: The Board shall also make payroll deductions upon written authorizations from teachers for annuities, credit union, and savings bonds, or any other plans or programs jointly approved by the Association and the Board.

Section 9: The deductions for Association dues and Representative fees will be made bi-weekly from October through May, for a total of sixteen (16) deductions. All other deductions will be deducted bi-weekly throughout the year for a total of twenty-six (26) deductions.

Section 10: The Board shall not be held responsible for dues and fees once they have been remitted to the Association Treasurer.

Section 11: The accounting system of the Association shall not be the responsibility of the Board. The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of all payroll

deduction. The Association will be responsible for distribution and collection of all authorization forms and their subsequent delivery to the District business office.

ARTICLE 3 - RIGHTS OF THE BOARD

Section 1: It is expressly agreed that all rights which are ordinarily vested in and have been exercised by the Board except those which are clearly and expressly relinquished in other sections herein by the Board, shall continue to be vested exclusively in and be exercised by the Board. Such rights shall include by way of illustration the right to:

- a. Manage and control the school's business, the equipment, and the operations and to direct the working forces and affairs of the employer.
- b. Continue its rights and past practices of assignment and direction of work to its personnel.
- c. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or extra duties of employees (if above the employee's classification, such assignments will be temporary and of a short duration) determine the size of the work force and to lay off employees.
- d. Determine the supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods of change therein.
- e. Adopt reasonable rules and regulations.
- f. Determine the qualifications of employees.
- g. Determine the number and locations or relocation of its facilities, including the establishment or relocations of new schools, departments, divisions or subdivisions, buildings or other facilities.
- h. Determine the placement of operations, production, service, maintenance or distribution of work, and the sources of materials and supplies.
- i. Determine the financial policies, including all accounting procedures, regarding Board actions.

- j. Determine the size of the management, organization, its function, authority, amount of supervision, and table of organization.
- k. Determine the policy affecting the selection, testing or training of employees.
- To change, alter, modify its methods of operation, direction and supervision of the work force, policies and practices, so long as such change, alteration or modification does not violate the express terms of this contract, or does not violate a binding customary or past practice which limits the Board's managerial discretion. In this connection, it is expressly understood that in order for a customary or past practice to be binding on the Board, the practice must be one which:
 - confers a benefit of particular personal value to the employee; and
 - (2) has been followed consistently over a period of time sufficiently long that employees may reasonably expect it to continue as a permanent employment condition; and
 - (3) to which both the Board and Union have mutually accepted, either expressly or tacitly, as a fixed condition of employment.

Section 2: The employer shall not abridge any rights of the employees of the Association as provided for in this agreement or by law. Methods used in the selection or determination of the foregoing statements shall be based upon lawful criteria.

Section 3: The matters contained in this Agreement and/or the exercise of any such rights of the employer are not subject to further negotiations between the parties during the term of this agreement, except by mutual consent.

ARTICLE 4 - ASSOCIATION RIGHTS

<u>Section 1</u>: The Board agrees to make available to the Association a copy of such public information as the Association requests.

Section 2: The Superintendent shall inform the Association of any existing teaching vacancy during the school year by posting a letter on the bulletin boards of each school, send a copy to the President of the Association, and shall provide opportunities to teachers to express their desires for changes in assignment for a period of five (5) school days after the posting of such notice. The Board shall consider their applications along with other

applications from outside the system. During the summer months the Association and individual teachers who qualify and have indicated in writing by April 1 a desire for a change will be notified of vacancies as they occur by mail.

Section 3: When a vacancy exists, is anticipated, or grade level assignments are being considered, the principal will do the following:

- a. Inform the staff in writing (memo, staff meeting agenda, etc.) of known or anticipated vacancies.
- b. Establish a written timeline for staff members to discuss the vacancies and/or apply for the position(s).
- c. A copy of all internal vacancies and/or anticipated grade level assignments will be sent to the Superintendent/designee and the Association.

Section 4: All bargaining unit professional vacancies will be posted per master contract language. Postings will normally be sent outside of the School District. There may be time when external postings will not occur as determined by the Superintendent or his/her designee.

All internal candidates who meet certification requirements for the posted position will receive an interview by a Principal(s), Assistant Superintendent, the Superintendent or his/her designees.

The administrator in charge will make the final decision to recommend or not recommend employment of the internal candidate. The administrative decision may not be the basis of any grievance under terms of the master agreement with the exception of Article 13, Section 1(d).

All external candidates who are chosen for an interview by the administration, will be interviewed by a representative committee. Bargaining unit members of the interview committee will be volunteers appointed by the Superintendent or his/her designee.

After interviews are complete, the committee shall give their input to the administrator in charge, who, in turn, shall make the final recommendation for employment.

It is understood that bargaining unit members on the interview committee will not rank any candidates by number or percentage.

Section 5: The Association shall have the right to use school building facilities to hold monthly meetings of its membership on the second Wednesday of each month. It shall have the right to hold other meeting, provided advance notice for such usage has been

given to the administration. All Dowagiac Education Association meetings shall be held outside of the regular teacher hours unless with the express permission of the administration.

- a. The Association shall have the right to use school equipment normally available for teacher use, outside of the regular school hours and that said equipment is not otherwise in use, and has the expressed approval of the building principal. The Board may make a reasonable charge for all materials and supplies incident to such use.
- b. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards located in teacher lounges. The Association may use the school district mail service and teacher mailboxes for official communications signed by the president or designated officer of the Association. The president of the Association shall be held responsible for all official Association communications going out through the school mail service and placed in teacher mailboxes.
- c. Posting of Association materials and disbursement thereof in teacher mailboxes shall be the sole responsibility of the Association. The public address system may be used to announce the time and place of meetings of the Association. These announcements shall be made by authorized office personnel.
- d. For the purpose of attendance at Association meetings and at a frequency of no more than once each month, teachers will be excused immediately after students are released at the end of the regular school day and have cleared the building.

<u>Section 6</u>: Duly authorized representatives of the local Association shall be permitted to transact official Association business on school property during school hours, provided that this shall not interfere with class time of the representative or interrupt any other teacher's class time or interfere with or interrupt normal school operations without the express approval of the administration.

Section 7: The Board shall grant leave for attendance at Association activities for appropriate Association representatives not to exceed twenty (20) days total for the bargaining unit for each school year with prior notification to the Superintendent. The Association will submit to the Superintendent a tentative calendar and names of representatives for Michigan Education Association activities by September 15th of the contract year. The Association shall be entitled to make reasonable modifications to

the tentative calendar. The Association shall be responsible for the substitute teachers' cost. The Board shall be responsible for paying the teachers' per diem salary.

ARTICLE 5 - TEACHER'S RIGHTS

Section 1: Nothing contained in this agreement shall be construed to deny or restrict any teacher those rights he may have under the Michigan Constitution, or the Constitution of the United States.

Section 2: Each teacher shall have the right, upon request, to review the contents of his or her personnel file, provided that only confidential recommendations have been removed prior to making it available to the teacher. A representative of the Association may, if the teacher so desires, accompany the teacher in such review.

In the event the School District receives a request under Freedom of Information Act (FOIA) for inspection of a teacher's personnel file, the teacher shall be notified and be given an opportunity to review his/her file prior to disclosure under Freedom of Information Act (FOIA) and after medical records have been removed.

Section 3: The Board recognizes its responsibility to give assistance to teachers, with respect to the maintenance of control and discipline in the classroom, within the confines of School policies. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy. It shall be the responsibility of the teacher to report to the principal the name of any student who, in the opinion of the teacher, needs the particular assistance of skilled personnel. Principals and teachers will work cooperatively in resolving discipline problems which disrupt good classroom operations. An in-school suspension room shall be established no later than the beginning of the 1998-99 school year.

Section 4: If classes contain emotionally disturbed students, or if certain students require the special attention of social workers, special counselors, law enforcement officials, physicians or other professional persons, the building principal and the teacher may recommend remedial and/or disciplinary action to be considered by the Board.

Section 5: Any case of assault upon a teacher shall be promptly reported to the administrator in charge of that building. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault. However, this shall not preclude the Board from rendering legal assistance if, in

the interest of the Board and the teacher, it deems it advisable to do so.

Section 6: If, in the opinion of the Board, a teacher suffers loss, damage or destruction of clothing or other personal property while properly engaged in school business or activities, the teacher may be reimbursed by the Board for any amount over one hundred dollars (\$100.00) on any one incident for such loss not covered by insurance carried by the teacher or the Board.

Section 7: The Board, if requested by the teacher involved, shall furnish without charge a maximum of two suitable protective outfits in the first year in designated areas and one such each year thereafter to those teachers who are teaching in the subject areas of Art, Vocational Education, and Science where the hazard to clothing is above normal. Such clothing shall be used only for school purposes.

Section 8: The Board will not limit teachers from exercising their rights of citizenship by seeking public office or engaging in political activities. However, teachers shall not engage in partisan politics with students in District schools.

Section 9: Academic freedom shall be guaranteed to teachers, subject to accepted standards of ethical and professional responsibility. The teacher's approach to such topics shall be both objective and impartial. The teacher has the right to express his personal opinion, provided he has made it clear that it is personal. Such topics should be important and significant to both the course content and the students.

Section 10: No solicitation of funds by outside organizations shall be conducted on school premises during school hours, unless such solicitation is jointly approved by the Association and the Board.

Section 11: The Board shall make available in each school building, lunchroom, restroom, and lavatory facilities exclusively for use by school personnel. At least one room in each building shall be established for use as a staff lounge. The Board further agrees that there shall be no reduction in the present staff lounge facilities. Present facilities are acceptable.

Section 12: A designated telephone shall be made available to teachers in the staff lounge for their use. Any long distance calls made by the teacher and charged to the Board must have been approved by the administration. No personal long distance calls are to be charged to the Board. By the beginning of the second semester of the 1997-98 school year, the Board will have installed one (1) additional phone line per building for the exclusive use of teachers for purposes of parental contact.

Section 13: Parking facilities shall continue to be made available to teachers for their use. Where necessary, each building shall have two (2) reserved spaces for traveling teachers with signs.

Section 14: The operation and maintenance of any vending machines that have been placed in the staff lounges shall be the sole responsibility of the sponsoring group in each building. It shall be the responsibility of the sponsoring group should any financial loss be incurred.

Section 15: No teacher shall be required to perform those custodial duties presently being done by custodians or to drive a school bus as part of his assignment.

Section 16: Any teacher has the right to use the proper chain of command up to the Superintendent concerning teaching problems in which they are directly involved.

Section 17: The Board shall take reasonable steps to provide a safe and healthful work environment. In the event a teacher believes that unhealthful or unsafe work conditions exist, he/she may submit a report to the District's business manager. The business manager shall investigate and attempt to correct or resolve the deficiency, if any.

There shall also be created, a health and safety committee, consisting of three (3) members appointed by the Union and three (3) members appointed by the administration. The committee shall be empowered to investigate unresolved health and safety issues and make recommendations to the Board or its designee.

Section 18: The Employer shall not make a request of the State Board of Education for a deviation from the rules as set forth in the Special Education Code pursuant to Rule 34 (R340.1734) or in filing a petition for non-compliance pursuant to Section 252(b) of the Mandatory Special Education Act (MCLA 340.252b) without prior notification to the Association and prior discussion with the affected teacher(s). Upon request, the affected teacher(s) will have a meeting with their building principal, the Director of Special Education and the Superintendent.

Section 19: Appropriate forms will be available in each building principal's office on which a teacher can indicate a concern relative to a lack of proper texts, materials and supplies. The form should be submitted to the building principal with a copy to the Superintendent. The building principal will respond to the concern within five (5) working days with a copy to the Superintendent.

Section 20: It shall be the prerogative of the teacher to arrange classroom seating in accordance with their best professional judgment.

Section 21: Sexual Harassment.

- a. The parties shall be bound by the District's policies against sexual harassment.
- b. Sexual harassment includes, but is not limited to, the distribution or displaying of sexually suggestive or related photographs, drawings, and graffiti; sexually degrading words and innuendoes; sexual advances and propositions; and verbal or physical abuse of a sexual nature.

ARTICLE 6 - TEACHING CONDITIONS

Section 1: Because the pupil/teacher ratio is important to an effective educational program, the Board agrees that class sizes (whenever possible) should not exceed the number of work stations for lab, science, shop, art, homemaking and typing classes.

Further, the Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the School District, the building facilities available, the availability of qualified teachers, and the best interest of the District as deemed administratively feasible; and the Board agrees to initiate a reasonable program to balance elementary class sizes within a three (3) year period.

If a teacher believes the size of his/her class(es) is inequitable, he/she may file a complaint with the school. The procedure for filing the complaint shall correspond to the procedure for filing grievances (Article 18). The complaint procedure shall terminate at Step 4 (Board level). The decision of the Board shall be final.

Section 2: Every effort will be made to limit the number of secondary preparations.

Section 3: The Board is responsible for providing substitutes to the extent that qualified substitutes are available.

- a. Subject to availability and to the best utilization of the substitute, teachers will be allowed to request a specific substitute.
- b. A teacher shall obtain the approval of his principal to contact other staff teachers for substitution purposes.

Such assignments shall be voluntary, unless an emergency situation exists.

- c. In the case of an emergency, when the Administration is unable to obtain a substitute an administrator will fill the vacancy or may appoint a teacher to fill the vacancy.
- d. It is understood that it is in the best professional interest of all parties concerned that teachers of Grades 5-12 shall notify the Central Administration Office no later than 6:30 a.m. and that teachers of Grades K-4 shall notify the Central Administration Office no later than 7:00 a.m. at 782-4400 or at the unlisted number which shall be furnished the teachers, which is operative 24 hours a day, when he will be absent. It is also understood that there are a few extenuating circumstances which might cause a teacher to fail to make this notification within the time limit.
- e. On those days that a teacher is absent, he is to notify the Central Administration Office (782-4400) before the end of the student day, only if he does not plan to return the following day.

Section 4: It is recognized that teachers who work in more than one building, in a situation which necessitates travel between buildings within the school system, need special consideration.

- a. Storage space with capacity to hold supplies for such teachers shall be provided in each building.
- b. Said teachers shall be assigned to one administrative supervisor.
- c. Matters of district policy shall be handled through their administrative supervisor. Matters pertaining to building policy shall be handled through the building principal.

<u>Section 5</u>: Supervising teachers of student teachers shall be tenured teachers.

- a. Monies made available to the district by the placing college or university shall be used for college tuition and textbook reimbursement, to the extent of the reimbursement for that student teacher, for supervising teachers and for staff in-service training programs.
- b. No student teacher shall be used as a substitute teacher nor shall any student teacher be placed in sole charge of a classroom until the principal and the supervising

teacher have mutually agreed that such an experience is desirable, except in the case of an emergency.

Section 6: In the event that the Dowagiac Board of Education and the Intermediate School District determine that the Dowagiac Schools will provide services to medically fragile students not currently served in a regular education classroom setting who require additional assistance in order to be included in a regular classroom setting as determined at the initial I.E.P.C. meeting, then the District and the Dowagiac Education Association shall bargain a district-wide standard operating procedure with regard to the issues related to medically fragile students. An assumption underlying the procedure is that general education teachers shall not be required to perform routine, scheduled maintenance of a medical appliance or apparatus (specific appliances to identified in the procedure) nor render routine, scheduled care or maintenance of exceptional bodily functions related to students' handicap conditions. Emergency measures to be performed by general education teachers and necessary training also will be addressed in the standard operating procedure.

It is agreed that:

- (a) The individualized plan will be implemented as specified during the I.E.P.C. meeting.
- (b) The bargaining of working conditions shall not alter the individualized educational plan.

Section 7: If the Board assigns an incumbent teacher to a position where said teacher is not certified, the Board will reimburse that teacher for tuition and books utilized in gaining certification for that position. It is understood that nine (9) semester hours per year is a reasonable load.

In the event the Board hires a teacher who is not certified for a position in a special education or migrant/bilingual program, it will pay for the cost of the teacher's tuition and books.

In cases where the Board involuntarily transfers an incumbent teacher to a position for which he/she lacks certification, it will:

- (a) Provide the necessary flexibility and support for the teacher to have access to classes during the school year if required classwork is not available during evening or summer sessions; and
- (b) Make the teacher aware of the time required and probability of available classes being offered and institutes qualified to issue the necessary certificates.

Teachers shall commit to teaching positions for which the Board has paid tuition and books for a minimum of five (5) consecutive years. Five (5) years will include those years in which additional credit for necessary certification was being sought. If a teacher does not teach the five (5) consecutive years for reasons other than death, long term illness, or involuntary transfer or involuntary termination, any monies paid by the District for additional certification shall be repaid to the District in full.

ARTICLE 7 - CURRICULUM AND DEPARTMENTS

Section 1: The parties recognize that the development of curriculum is a professional responsibility shared by the administration and teaching staff. The Board shall provide materials including textbooks, training and supplies relating to instruction of the approved curriculum. However, the Board retains the right to make all final decisions relating to curriculum.

- a. Teachers shall be given either individually or through established committees, the opportunity to make recommendations concerning educational programs and media for consideration by the Board.
- b. The Board recognizes the need for a district-wide Curriculum Council consisting of the Assistant Superintendent, all building principals, all department chairpersons, and all grade level chairpersons. There shall be ten (10) representatives on the committee from Grades K-4, with one from each building and one from each grade level. If no teacher volunteers from a particular grade level or building, the position shall remain unfilled. The committee's function shall be to review all pending curricular changes, new textbook adoptions, and proposals for new instructional programs and media, prior to their being presented to the Board of Education for adoption. All open Curriculum Council positions shall be posted so all qualified staff may submit any application.
- c. The Administrative Assistant shall act as the chairperson for this committee. Members of the committee shall attend all meetings as a whole, and meetings of subcommittees to which they have been assigned. Nonattendance shall be prior approval of the committee chairperson.

Section 2: At the direction of the Administrative Assistant and/or building principals, department chairperson(s) may be established on a building basis or a district-wide basis, in a given subject area or combination thereof. Where department chairpersons are called for, the department shall not consist of

less than two members. Under the direction of the Administrative Assistant and/or building principal, the department chairman shall exercise coordination of programs and materials, and shall serve as instructional liaison between the teachers of that department and the school administration. Such chairperson shall not be considered an administrator. Any teacher selected as a department chairpersons shall be given the following duties:

- a. Provide direction and assistance to all members of the department.
- b. When called upon, assist the school administration with interviewing and recommending teacher candidates.
- c. Aid the school administration in the development of inservice programs.
- d. Aid the school administration in building planning and design.
- e. Recommend well-planned innovative programs to the school administration.
- f. Be involved in the short and long range planning pertaining to the department with the school administration.
- g. Recommend goals for improving instruction and materials needed for it.
- h. Be member of the system-wide Curriculum Council.
- i. Prepare and submit to the school administration, by June 1 of each year, a comprehensive report on the activities of the department during the past school year, its accomplishments, its failures, and its goals for the coming school year.
- j. The school administration may assign to the department chairperson those other duties which are normally associated with the position of department chairperson.

Section 3: Elementary Grade Level Chair: It is the responsibility of the elementary grade level chairperson to provide leadership to the grade level teachers that will maximize the teaching/learning process.

The elementary grade level chairperson is directly responsible to the Curriculum Director and building principal for the performance of the above activity and duties listed below:

Duties:

- To plan, call and conduct grade level meetings.
- Forward minutes of grade level meetings to grade level members, elementary principals, Curriculum Director, Superintendent, and other grade level chairpersons.
- To aid in the formation of curriculum sub-committees and to serve on a curriculum sub-committee.
- 4. To promote sharing of positive curricular programs between elementary professionals.
- 5. To serve as part of a report card evaluating committee.
- To represent grade level in meetings with administrators.
- Recommend well-planned innovative programs to the school administration.
- Recommend goals for improving instruction and materials needed for it.
- 9. Be member of the system-wide Curriculum Council.
- 10. The school administration may assign to the department chairperson those other duties which are normally associated with the position of department chairperson.

Section 4: Elementary Building Curriculum Council Members.

It is the responsibility of the Elementary building representatives to provide leadership to their building's teachers that will maximize the teaching/learning process.

The elementary building representative is directly responsible to the Curriculum Director and building principal for the performance of the above activity and duties listed below:

Duties:

- To aid in the formation of curriculum sub-committees and to serve on a curriculum sub-committed.
- To promote sharing of positive curricular programs between elementary professionals.
- To represent building in meetings with administrators.
- 4. To serve as an elementary representative on one of the eight major K-12 curriculum sub-committees.

- Aid the school administration in building planning and design.
- Recommend well-planned innovative programs to the school administration.
- Recommend goals for improving instruction and materials needed for it.
- 8. Be a member of the system-wide Curriculum Council.
- 9. The school administration may assign to the department chairperson members those other duties which are normally associated with the position of department chairperson.

ARTICLE 8 - SENIORITY

Section 1: Seniority shall be defined as the length of continuous employment with the Dowagiac School System. Any teacher who is granted tenure shall have seniority from the last date of hire. For the purpose of this article, date of hire is the date of the letter of intent given by the Superintendent or his designee. Seniority shall be maintained, but shall not accrue, while a teacher is on unpaid leave. The school shall transmit a copy of the seniority list to the Association on or before the 30th day of September each year.

a. Seniority points will be figured on a formula of six (6) points per month multiplied by the number of months per year employed (maximum of nine (9) months). The maximum points per year will be 54 (9 x 6). Only the months of September, October, November, December, January, February, March, April, and May will be counted for seniority purposes.

Teachers employed for one (1) semester will receive 27 points.

- b. An eligible employee will have points pro-rated in a part-time position, i.e. three (3) hours equals three (3) points per month, four (4) hours equals four (4) points, etc.
- c. An eligible employee will receive full seniority points if they are employed ten (10) or more days in the eligible months. An employee working less than ten (10) days will receive no seniority points.
- d. An employee on paid leave of absence will receive seniority points. An employee on unpaid leave of absence will not accrue seniority points.

ARTICLE 9 - EMPLOYMENT REQUIREMENTS

Section 1: The teaching day for all teachers shall be a seven (7) hour and twenty (20) minute time span. The time that teachers must arrive before the student day and must remain after the student day shall be determined by the building principal after consultation with the staff.

Exception: On Fridays and days preceding holidays the work day shall be six (6) hours and fifty-five (55) minutes. Arrival and departure times shall be determined by a consensus of the building principal and staff.

- a. All teachers shall be entitled to a duty-free lunch period of not less than thirty (30) minutes.
- All teachers shall be present for one weekly staff or b. grade level meeting as is deemed necessary by the Such meetings will be scheduled on administration. Tuesday afternoon and will not exceed one (1) hour in duration. Teachers will keep Tuesday after school free for such purposes. Such meetings may be rescheduled on other days or at other times except Fridays or the day before a vacation, provided a majority of the affected It is acknowledged agree. staff members kindergarten teachers may, from time to time, be required to meet more than once per week.
- c. Teachers shall be expected to attend departmental meetings, and other committee meetings scheduled with teachers involved with said committee.
- The Board may schedule up to six (6) evenings during each year by building, or system-wide, for parent-teacher conferences, open house and/or student achievement nights. These meetings will not be scheduled to start before 7:00 o'clock p.m. and not go beyond 10:00 p.m. All staff members are required to be in attendance unless excused by the building administrator. When parentteacher conferences are scheduled at night in that building, those students and their teachers shall be released from school no later than the start of the student lunch period. When parent-teacher conferences are scheduled during the afternoon, those students shall be released from school no later than the start of the lunch period in that building. student parent/teacher conferences if a teacher teaches in the morning and has parent/teacher conferences in both the afternoon and evening of the same day, they will be provided with release time on the Friday afternoon of parent/teacher conference week, or another afternoon

mutually agreed to by the Superintendent and the Association.

- e. Kindergarten, Y-5's, and pre-school roundups shall be scheduled during the normal teacher day hours in the spring.
- f. It is recommended that teachers attend regularly scheduled PTA/PTO meetings scheduled for their buildings.
 - g. Individual teacher exceptions to this section shall be obtained from the building principal.
- h. The Board and the kindergarten teachers recognize the importance of good parent-teacher communication. Due to the total number of students kindergarten teachers service, the kindergarten teachers will be allotted the following time for spring and fall conferences:

25 total students or less 26-35 total students 36-45 students 46 or more students Equivalent three 1/2 days Equivalent four 1/2 days Equivalent five 1/2 days Equivalent six 1/2 days

i. Teacher Record Days--Scheduling of Meetings. Meetings involving staff members (curriculum, general staff, IEPs, school improvement, etc.) should not be scheduled on teacher record day. The only exceptions might be for brief emergency meetings.

Section 2: Teachers shall provide to students such hours as qualify as instructional time for state aide purposes that are necessary for the District to receive full state aide under \$1284 of the School Code of 1976. Each teacher grades 7-12 shall be assigned a minimum of five (5) periods of conference, preparation or evaluation time per student week. Each teacher in grades 8-6 shall be assigned a minimum of five (5) hours of conference, preparation or evaluation time per student week. It is understood that art, music, physical education, library and shared recess time are part of elementary preparation time. Preparation time will be equitable within grade levels.

For the 1997-98 school year any teacher who is assigned more than twenty-five (25) hours of instructional time* per week shall receive an hourly stipend for each hour or fraction of an hour above twenty-five (25) calculated by dividing the teacher's salary by 1340 for each five (5) day student week in which the instructional hours are exceeded.

For the 1998-99 school year any teacher who is assigned more than twenty-six (26) hours of instructional time per week shall

receive an hourly stipend for each hour or fraction of an hour above twenty-six (26) calculated by dividing the teacher's salary by 1340 for each five (5) day student week in which the instructional hours are exceeded.

For the 1999-00 school year any teacher who is assigned more than twenty-seven (27) hours of instructional time per week shall receive an hourly stipend for each hour or fraction of an hour above twenty-seven (27) calculated by dividing the teacher's salary by 1340 for each five (5) day student week in which the instructional hours are exceeded.

Each K-2 teacher will not be assigned more than one hundred (100) minutes of recess supervision per week; grades 3-4 teachers will not be assigned more than fifty (50) minutes of recess supervision per week. Recess time, when not assigned duty (per shared recess above) is counted as preparation time.

K-6 teachers will not be assigned pre and post school student supervision and breakfast and lunch supervision.

Each principal shall be responsible for implementing the above paragraphs.

- *Instructional time means time which counts for state aide purposes.
 - a. A teacher shall be entitled to a planning period if they are scheduled to teach three (3) or more class periods at Union High School or Central Middle School or a combination of both, that totals three (3) class periods.

A teacher with less than a full teaching schedule will have salary, benefits, and conference time pro-rated based on the percentage of the number of his/her scheduled hours to the number of hours scheduled for full-time teachers.

Every attempt will be made to hire elementary teachers on the basis of one-half (1/2) day or full day.

Section 3: When a regular staff member substitutes during his preparation period for an absent teacher he shall be paid at a rate based on the BA base divided by 1340 hours for each classroom period of substitution. Elementary teachers who sub for special teachers will be remunerated at the same rate provided they teach the same program that the teacher would have taught or will have taught more than twenty-five (25) hours that week. Any secondary teacher who substitutes in a "block" class will have their pay prorated.

Section 4: If a secondary teacher shall voluntarily teach more than the normal teaching periods, five (5) out of six (6) or six (6) out of seven (7), as part of the extra duties detailed in the individual's contract the teacher shall receive additional compensation pro-rated to one-sixth (1/6th) of the teacher's base pay. Secondary school teachers will be provided one regular period daily for preparation during the student day.

Section 5: Teachers shall assist in maintaining discipline in the halls before and after class time. It is recognized that conferences with students might occasionally keep teachers in a classroom.

Section 6: Teachers shall make known to the principal at the midpoint of each marking period, those students who, at that point, appear to be in danger of failing or who have shown a noticeable drop in achievement.

<u>Section 7</u>: Teachers shall mark report cards very thoroughly in all areas to the best of their ability.

Section 8: Teachers shall turn in their completed final report cards to the principal no later than the close of the last teacher day, unless an extension is granted by the principal. It shall be the responsibility of the administration to distribute the final report cards.

Section 9: Non-tenured teachers shall complete weekly lesson plans in brief outline form and a copy shall be turned in to the principal's office not later than 4:00 p.m. on Friday of each week for that following school week.

Where a teacher is absent the teacher is responsible for the preparation and submission of an emergency lesson plan which contains sufficient detail that a substitute teacher can reasonably be expected to carry on classroom instructions.

Failure to submit such emergency substitute teacher lesson plan when absent without adequate justification may result in disciplinary action.

Should the absence extend beyond five (5) days the teacher is no longer responsible for providing lesson plans for the substitute teacher.

Section 10: Mentor Teacher:

A. The Building Principal, after consultation with the department chair, grade level chair or building representative shall appoint a person with the approval of the Association, who qualifies under Section 1526 of P.A. 335 of Public Act of 1993 as a mentor for each

probationary teacher. Any person so selected may decline to serve as a mentor. Bargaining unit members shall be given first consideration.

- B. Every effort shall be made to match mentor teachers and probationary teachers who work in the same building and have the same areas of certification.
- C. Probationary employees shall only be assigned to one (1) mentor teacher at a time.
- D. The mentor teacher's assignment shall be for one (1) school year subject to review by the mentor teacher and probationary teacher. The appointment may be renewed in succeeding years.
- E. The mentor teacher job description is as follows:
 - 1. The mentor will assist the probationer.
 - The mentor will be available to help the probationer learn procedures and policies of the School and School District.
 - The mentor will assist the probationer to achieve the goals of the IDP.
 - The mentor will make an effort to build rapport with the probationer at the earliest time possible.
 - 5. The mentor will directly assist the probationer with getting ready for school and with the end of semester/year work and materials.
 - 6. The mentor will offer encouragement "when things get tough."
 - 7. The mentor will make it clear that part of his/her role is to help the probationer to interpret and act on visitations/observations reports.
 - 8. The administration will keep the mentor and the probationer well advised of potential concerns-- No last minute surprises."
 - The mentor will be positive; it is just as important to remark about the good things observed as to note needs for improvement.
- F. Release time shall be provided in those K-12 special areas for probationers to consult with special area staff when needed.

- G. Upon request, the Administration shall make available reasonable release time so the mentor may work with the probationer in his/her assignment during the regular work day. When possible, the mentor and probationary teacher will be assigned a common preparation time.
- H. Each mentor shall be compensated at the rate of two (2%) percent of the BA Base each year for their services inclusive of training activities outside the work day or school year, not to exceed five (5) days beyond the contract year.
- I. The mentor teacher shall not participate in the supervision or evaluation of the probationary teacher. The mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the probationary teacher's evaluation.

Section 11: It is the sole responsibility of the teacher to maintain certification. Certification must be assured before contracts shall be issued.

Section 12: Teachers and administrators are responsible for a general knowledge of the teacher handbook, including building regulations, and this agreement. It is understood that teachers will have these documents and any subsequent changes available.

- a. Teacher violations of the teacher handbook, building regulations and/or Master Agreement, may be subject to disciplinary action according to the degree of violation.
- b. Matters not governed by the Master Contract may be responded to or addressed by teachers, starting at the building principal and, if requested, ending with the Board.

It is understood that building principals will request through memo or staff meeting announcement teacher input into the teacher and student handbooks and building regulations.

Section 13: The administrators shall consider the teacher's views and recommendations in developing the building's school budget.

ARTICLE 10 - TEACHER EVALUATION

Section 1: The Association and the Board recognize the right and responsibility of the administrative staff to evaluate the performance of teachers. The Association and the Board also recognize the right and responsibility of the administrative staff of the school to visit classrooms for purposes of evaluating and promoting the educational program. Records and evaluations of the

work performance of each individual teacher will be properly kept and maintained.

Section 2: The performance of a teacher shall be evaluated in writing and, if necessary, shall include recommendations for the teacher. It may also be used as a tool to evaluate the performance of the teacher, to determine whether or not a teacher is sufficiently effective to be retained by the School District. Principals may require teachers to write a maximum of three (3) professional goals in collaboration with the Principal for the school year. These goals will not be used to evaluate teachers.

Section 3: The evaluation techniques used by administrators shall be carried out under the policies of the Board and in a manner consistent with the provisions of this agreement.

Section 4: The tenure teacher shall be formally observed and evaluated not less than one time every other year on or before February 1. The non-tenure teacher shall be formally observed and evaluated at least two times per year, with the first observation completed on or before December 15, and at least one more on or before March 15 of each year of the probationary period.

Section 5: Evaluations shall be done openly.

Section 6: Prior to September 15, the probationary teacher may request, in writing, that he be notified as to the approximate day of the principal's initial observation in any given year.

Section 7: Prior to the above observation the teacher shall be informed as to the criteria of the evaluation to be used by the principal. A post observation conference shall be held to discuss the observation before the evaluation is written.

Section 8: All evaluations by building principals or other administrators or supervisory school officials placed in a teacher's file shall be reviewed with the teacher prior to its becoming a part of the permanent record and thereafter on request.

- a. Upon review with the teacher of the evaluation report, the teacher shall sign a statement to the effect that the administration has reviewed this evaluation report with the teacher but the teacher's signature does not signify agreement with the evaluation.
- b. If a teacher so desires, he or she may prepare a written response which shall be attached to said evaluation and be made a part of his or her file. Such written response shall be submitted no later than ten (10) school days if the evaluation is reviewed more than ten (10) school days before the end of the school year, or within fourteen (14) calendar days if the evaluation is reviewed less

than ten (10) school days before the end of the school year.

ARTICLE 11 - PAID LEAVES OF ABSENCE

Section 1: Twelve (12) days sick leave per year with full pay shall be granted in case of necessary absence due to:

- a. Personal illness of the teacher.
- b. Serious illness of the teacher's spouse, child, mother, and father, not to exceed five (5) days per illness.
- c. Funeral leave of the teacher's immediate family to include present spouse, child, mother, father, brother, sister, grandparents, grandchild, son-in-law, daughterin-law, mother-in-law and father-in-law, not to exceed five (5) days per incident.
- d. Two (2) days per year may be used for personal business which cannot be scheduled during non-working hours. Although no reasons need be given when applying for the leave, such leave shall not be used for shopping, recreation or seeking other employment.
- e. A tenured teacher who has used no more than seven (7) days paid leave of absence under this article (whether for funeral, illness, or personal business) in the prior three (3) consecutive school years, or who has attained perfect attendance in the preceding school year may, at his option, utilize the two (2) personal leave days provided for in Section 1(d) without the restrictions or limitations on the reasons for granting such leave, except that such personal leave shall not be used immediately before or after school breaks or holidays.
- f. A teacher who is eligible to use personal business leave without restrictions or limitations under Subsection (e) above may do so without having those days charged as absences for the purpose of administering Subsection (e), though such leave days shall continue to be deducted from the teacher's accumulated total paid leave days.
- g. In cases where extenuating circumstances exist in the aforementioned sections of this article, the teacher may appeal to the Superintendent whose decision shall be final.

Section 2: Part-time teachers shall accrue sick leave on a pro-rated basis and shall be charged the use of sick leave on a pro-rated basis. For example: a teacher teaching one-half time will be credited with six (6) full days of sick leave for a year.

If this one-half time teacher were to be absent twelve one-half days in a year, the teacher would be charged for six (6) full sick days.

Section 3: At the beginning of each school year, a written notification shall be given each teacher as to sick days accumulated but in no case shall the accumulated total exceed one hundred fifty-five (155) days.

Section 4: Any teacher who is absent because of any injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between Workmen's Compensation and the regular salary, to the extent and until such time as such teacher shall have used his sick leave allowance.

If a teacher is assaulted by a student which causes an injury which is covered by Worker's Compensation, the Board shall pay the difference between the amount paid by Worker's Compensation and the teacher's salary for a total of thirty (30) work days with no sick leave charged to the teacher.

Section 5: It is understood that requests for leave on days preceding or following recess times and the beginning and close of school shall be denied, except in case of emergency.

Section 6: Leave provisions shall apply to full-time personnel. Teachers employed on less than a full-time contract basis shall have their sick leave pro-rated.

Section 7: The Superintendent or his designee may request a clearance certificate for illness signed by a physician of irregular attendance amounting to a truancy situation, or when abuse is observed.

Section 8: In the event that the Board questions a teacher's fitness to return following the use of sick leave in excess of five (5) work days, the teacher must submit a written statement from his physician and/or psychologist, to the effect that he is physically and/or mentally able to return to his duties.

If after returning to active employment, the teacher's fitness is till in question, the Board may, after discussing the problem with the teacher require an examination by a physician or psychologist of the Board's choice. The Board shall pay for the costs of examinations above that amount covered by insurance. This shall include the necessary expenses incurred while traveling outside the school district.

Section 9: A teacher who desire to use accumulated sick leave days instead of taking maternity leave may do so. The teacher shall be paid her sick leave days as per her regular salary, but in no even shall she be paid more than her earned pay.

Section 10: Jury Duty. When a teacher is notified of selection and/or service for jury duty, that said teacher shall:

- a. Present the written notice to the Superintendent's office within two (2) working days following receipt of such notification.
- b. Teacher will be provided with written procedures to be followed.

If procedures are complied with, teachers will not lose any teaching salary or fringe benefits including sick days of personal leave.

Section 11: Sick Bank. A sick leave bank for certified staff has been established whereby each Association member may donate one day per year (with the option of donating more days in any given year if the bank falls below a minimum number of days as determined by the oversight committee).

The bank will be used by members with medical leave needs above and beyond their personal sick leave bank, for serious illness/surgery. A joint administration - association committee will oversee the bank with three (3) teachers and two (2) administrators mutually establishing its guidelines and eligibility criteria for bank use.

It is understood that this sick bank will be in operation only as long as administrative and other non-union, non-certified staff have the option to be members of the DEA health insurance pool.

ARTICLE 12 - UNPAID PERSONAL LEAVES OF ABSENCE

Section 1: Applications may be made, prior to April 1, for a leave of absence after the end of the school year for one (1) school year for the purpose of participating in full-time study at an accredited college or university. Such leave may be granted for tenure teachers provided a suitable replacement is available. This leave may be extended upon written application by the Board on or before April 1 of the leave year.

- The Board may grant leaves of absence for serving as a full-time officer of the NEA or MEA; foreign or exchange teaching programs; Teacher Corps; a cultural travel or work program related to his professional responsibilities; or child care.
- b. Other leaves of absence may be granted upon application to the Board. Leaves of absence may be granted for other times.

Section 2: A teacher who enters the military service by draft or enlistment shall be granted a leave of absence for that period and, at the conclusion of such leave of absence, shall be reinstated in accordance with all other applicable provisions of the Selective Service Training Act or any other applicable law then effective.

Section 3: A teacher who is unable to teach because of an extended personal illness, disability or pregnancy, shall be granted an unpaid leave of absence. Such unpaid leave of absence shall be granted for the duration of the illness or disability, but in no event shall it extend beyond the remainder of the current school year in which such unpaid leave commences plus one additional school year.

Where such unpaid leave of absence can be anticipated, it shall commence at a natural school break.

- a. Teachers may, at their option, request such unpaid leave of absence without first utilizing all their accrued but unused paid sick leave.
- b. The board reserves the right to receive written verification from a physician, of the physical condition for which such leave of absence is granted, both at the commencement of the disability of illness, during and at the termination of the disability of illness. Where the medical verification establishes that the unpaid leave of absence has exceeded the time in which the teacher is unable to work due to illness, disability or pregnancy, then the board shall provide its share of the medical and health insurance benefits only for the period of the actual disability in accordance with the foregoing paragraph.
- c. Upon termination of such leave of absence, the teacher shall return to work providing that a position for which he is certified and qualified is available. If such position is not available the teacher shall be offered the first such position which becomes vacant.

Section 4: A pregnant teacher may commence a leave of absence at the request of her physician or upon thirty (30) days notice of intent to leave at a natural school break. In the event of miscarriage or death of the object child of the leave, the leave of absence may be terminated, upon mutual agreement, provided a position is available. (Note Article 11, Section 8)

<u>Section 5</u>: The unpaid leaves of absence mentioned in this article carry the following provisions:

- a. A teacher on an unpaid leave of absence wishing to return to active employment at the start of the next school year shall notify the Board, in writing, of his intention to return on or before April 1st. A teacher on an unpaid leave of absence whose leave terminates during a school year shall notify the Board, in writing, of his intention to return not less than thirty (30) days before the termination date of the leave. Whenever an unpaid leave of absence is granted, the teacher shall be notified, in writing, of the requirements of this section.
- b. If a teacher fails to provide notice within the time limits set forth herein, he or she shall be deemed to have refused an offer of available employment and shall forego the right to reappointment to active employment at the beginning of the succeeding school year and shall be placed on the layoff list. A teacher so placed on the layoff list shall be eligible for recall to any subsequent vacancy for which he or she possesses certification, qualifications and seniority, and shall be reappointed to a comparable position at the conclusion of the succeeding school year, unless laid off pursuant to Article 14, Section 1, 2, 3 and 4.
- c. A teacher hired to fill a vacancy created by a leave of absence shall be informed of the provision of this section.

<u>Section 6</u>: The following provisions shall determine insurance coverage for teachers on an unpaid leave of absence:

a. Voluntary unpaid leave: Teachers who are on a voluntary unpaid leave of absence in excess of ten (10) total days in any school year shall receive from the Board a prorated amount of premiums paid by the Board for health and dental insurance. The pro-ration shall be based on the following formula:

Number of days worked plus used paid leave of absence days x 12 185 days 97-98 187 days 98-99

Teachers on voluntary unpaid leave who have exhausted the foregoing pro-rated premium may continue insurance coverage at their expense for such period as the insurance carrier allows by paying to the **Board** the full monthly premium on the date due.

b. Involuntary unpaid leave: Tenured teachers on an involuntary unpaid leave of absence due to illness or

accident will receive pro-rated insurance under the formula set forth in Subsection (a) above, or insurance paid by the Board through the end of the school year in which the leave occurs (June 30), whichever is greater.

A probationary teacher on involuntary unpaid leave of absence due to illness or accident will receive pro-rated insurance under the formula set forth in Subsection (a) above. If the probationary teacher has worked one semester he/she shall also be guaranteed Board paid insurance through the end of the current school year (June 30) or the pro-rated amount whichever is greater.

Board paid insurance means the Board submitting its share of the insurance premium.

- c. Teachers who have elected to "bank" sick days or not utilize sick days cannot obtain an additional year's insurance coverage by deferring sick days until the commencement of the next school year although they are entitled to utilize their sick days.
- d. Teachers who retire or resign and do not qualify for ERI benefits as stated in "Appendix A" will receive insurance benefits using the formula outlined in Section 6, Paragraph "a" above.

Section 7: Permission for day(s) off with loss of pay may be granted. Requests must be presented in writing for approval by the building principal and the Superintendent, one (1) week prior to the day requested.

Section 8: The parties shall be bound by School District policy and procedure pertaining to the Family and Medical Leave Act.

Upon request, the employer shall grant a leave under the Family and Medical Leave Act. Such leave shall be granted for serious health conditions of employees, the employee's spouse, parent, child, and other provisions as provided by law.

The employee must take one-half (1/2) of the family leave from his/her own leave bank, and the remainder of the leave shall be unpaid, or, at the teacher's option, he/she may use their remaining leave days.

ARTICLE 13 - VACANCY, TRANSFER AND ASSIGNMENTS

<u>Section 1</u>: Voluntary and involuntary transfers shall be accomplished in the following manner:

- a. The employer recognizes that in making assignments to vacant and new positions the interest of bargaining unit members should be considered.
- b. Vacancies occurring within the bargaining unit and within the total professional staff, including newly created positions, shall be posted on a designated bulletin board in each school district building along with a copy of the posting to the Association.
- c. Positions shall be posted at least five (5) school days prior to being filled. Bargaining unit members may apply for such positions by submitting written application to the personnel office.
- d. Vacancies shall be filled on the basis of the experience, competency, qualifications of the applicant and seniority. When experience, competency and qualifications are equal, the applicant with the greater seniority shall be given preference.
- e. During the summer months when regular school is not in session, the employer will post in the personnel office all vacancies as above described and mail to those teachers who have indicated prior to April 1 a desire for a change in assignment. Positions so posted shall remain posted at least ten (10) calendar days before being filled until August 1. Thereafter, positions will be posted five (5) calendar days. Application may be made in the same manner described above and positions will be filled in the same manner.
- f. Receipt of all applications and requests referred to in this Article shall be acknowledged by the employer within five (5) working days.
- g. A vacancy shall be defined for purposes of this agreement as a position presently unfilled or a newly created position.
- h. Where involuntary transfers are made the employer shall, when requested, provide "the affected teacher" and the Association with written reasons for the transfer.

Section 2: All bargaining unit members shall be given written notice of their tentative assignment for the forthcoming school year no later than June 1st. When possible, such tentative assignment shall include building and grade level for elementary teachers, and building, department(s) and a listing of probable courses to be taught for secondary teachers. All changes in a teacher's tentative assignment made subsequent to June 1st, shall be communicated to the teacher immediately.

Section 3: Although teachers may gain tenure under the Michigan Teachers Tenure Act, it is understood that no teacher shall acquire tenure in a specific position, such as counseling, etc.

ARTICLE 14 - LAYOFF AND RECALL

Section 1: In the event it becomes necessary to reduce the number of teachers through layoff, or if a layoff is contemplated, the Association will be consulted and will be provided with all necessary data in order to monitor the procedure. The following procedure shall be applied using the criteria stated below whenever it becomes necessary to lay off employees due to a decrease in enrollment or in revenue:

- a. The service of probationary teachers shall first be discontinued, unless certain of the probationary teachers are teaching a grade level or a subject matter for which there are no qualified and certified tenure teachers to fill the needs of the School District. Probationary teachers shall be laid off on the basis of qualification, certification and seniority.
- b. Following the decisions as enumerated above relative to the layoff of probationary teachers, tenured teachers will be laid off on the basis of seniority, certification and qualification. The parties agree that every effort will be made to continue to employ more senior teachers at the time of layoff provided they are fully certified and qualified to perform the instructional duties needed to maintain the program as determined by the School.

<u>Section 2</u>: For the purpose of lay off, recall, transfer, vacancy and assignment the term "qualified" shall be defined as follows:

- a. Senior High: Teachers in the senior high school shall be teaching within their area or areas of endorsement as shown on the teacher's State of Michigan teaching certificate, or within their major or minor field of study. In the event that a teacher has teaching experience in a given subject area at the Dowagiac Union School, but does not have a major or minor in that area, the teacher shall be deemed as qualified in that area as an individual who does have a major or minor, provided he/she has such experience within the last five (5) school years.
- b. <u>Grades 7-8</u>: Teachers assigned to Grades 7 and 8 shall be assigned within their major or minor field of study or within their specific area or areas of endorsement as shown on the teacher's State of Michigan teaching

certificate. In the event that a teacher has teaching experience in a given subject area in Grades 7 and 8 within the last five (5) school years, with the Dowagiac Schools but does not have a major or minor in that area, the teacher shall be deemed to be as qualified in that area as an individual who does have a major or minor.

- c. <u>Elementary and 6th Grade Classrooms</u>: Teachers assigned to elementary or 6th grade classrooms shall be deemed qualified if they are certified as elementary classroom teachers and shall have done at least one of the following within the last five (5) years:
 - Taught at the elementary or 6th grade level;
 - (2) Received an elementary certificate or endorsement, or;
 - (3) Successfully completed at least ten (10) semester hours of relevant elementary classes as approved by the Superintendent or his/her designee.
- d. <u>Special Areas</u>: Counselors, reading consultants, media specialists, and instructors of art, music and physical education shall be assigned on the basis of their study in the following specialty areas.

In addition to the subsections above, the following standards shall apply:

Special Area	Positions Affected	Standard						
Music	Instrumental - Band	Major concentration in band instruments as indicated on college transcript.						
	Vocal	Major concentration in vocal performance area as indicated on college transcript.						
	General Music	Major or minor in music education as indicated on college transcript.						
Physical Education	K-8	Major or minor in physical education.						

Media All Positions

Masters Degree in
Library Science from
American Library
Association
accredited library
school. Course work
shall include
courses in audio
visuals and
curriculum.

Art

K-8

Major or minor in Art Education or endorsement in Art.

Counseling

All Positions

Masters Degree in

counseling.

Reading Consultant All Positions

Masters Degree in reading.

Employees who have been assigned in the special areas since 1978 within the past five (5) school years with the Dowagiac Schools, but do not meet the standards shall be deemed as qualified in that area as an individual who does meet the standards.

- e. <u>Special Education</u>: Teachers assigned to special education assignments shall have the necessary certification and special education endorsements for such assignment.
- f. For the purposes of this Article and all other references in this Agreement, a major shall consist of an official major as stated on a college or university transcript or shall consist of at least the equivalent of twenty-four (24) semester hours in a given area or shall consist of a combination of sufficient undergraduate and/or graduate hours in a given subject which are equivalent to a major. A minor shall consist of an official minor as stated on the college or university transcript or at least the equivalent of fifteen (15) semester hours in a given area or shall consist of a combination of sufficient undergraduate and/or graduate hours in a given subject which are equivalent to a minor.
- g. It is understood that a teacher with nine (9) semester hours in a given subject area will be considered qualified at the time of layoff and shall be given a summer session to achieve the aforementioned fifteen (15) semester hours. Extensions of the time limit for the fifteen (15) semester hour qualifications may be granted

by the Board for good and sufficient reason. A teacher who does not achieve such fifteen (15) semester hours of credit can be laid off by the Board and replaced with a qualified teacher. Teachers who desire to take such additional study shall notify the Superintendent on or before June 15th. Notwithstanding any other provision of this Agreement, a teacher who avoids layoff, but fails to complete such fifteen (15) hours can be laid off by the District.

h. A tentative list of teachers to be laid off shall be provided to the Association by June 1. No teacher shall be laid off pursuant to a necessary reduction in work force unless said teacher shall have been notified of said layoff by July 1.

Section 3: A teacher who is laid off shall be appointed to the first vacancy in the School District for which he/she is qualified and certified. Rehiring of laid off teachers shall be in order of seniority provided the employees are qualified and certified for the existing vacancy.

Section 4: Notification of 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 each teacher to notify the District of any change in address.

Section 5: A laid off teacher shall be considered laid off until he/she is reinstated in the District or the teacher resigns. Refusal of an offer from the District for a position for which the laid off teacher is certified, qualified and/or licensed or failure to respond within ten (10) week days of the receipt of a written offer of a position made by the District, shall be cause for termination. However, a teacher recalled from layoff shall have the option to take an unpaid leave of absence for the balance of the school year.

Section 6: The most senior certified and qualified teacher, per the Master Agreement, will be offered the part-time vacant positions. The laid off teacher has the right to refuse the part-time position with the understanding that the most senior teacher, per the Master Agreement, would be offered the next full time position that becomes vacant. The laid off teacher who chooses not to accept a part-time position will not be penalized for not accepting the part-time position.

ARTICLE 15 - TEMPORARY REPLACEMENT TEACHERS

Section 1: If an extended vacancy (i.e., 60 school days or more) develops, the Board of Education will issue a "Temporary Replacement" contract to a teacher filling the vacancy. The

Temporary Replacement contract will not cover a period beyond the school year in which it is issued and shall terminate upon return of the regular teacher.

<u>Section 2</u>: The temporary replacement teacher will be considered in the bargaining unit.

Section 3: The Board will first recall laid off teachers according to the recall procedures and issue them a "Temporary Replacement" contract.

- a. It is understood that the recalled teacher would be laid off at the end of the school year or when the regular teacher returns.
- b. It is further understood that a laid off teacher who is recalled would not lose his/her right to be recalled to a regular position during the time he/she was fulfilling a "Temporary Replacement" contract.
- c. The recalled teacher would:
 - 1. Accrue seniority.
 - 2. Have no bumping rights over other teachers when his/her "Temporary Replacement" contract expires and would sign a waiver indicating that the Association is not obligated to represent the teacher if he/she believes that his/her tenure rights have been violated.
 - 3. Accrue credit for advancing on the salary schedule.
 - Receive the salary and fringe benefits as if he/she had been recalled to a regular vacancy.

In summary, the Board would follow the recall procedures and the recalled teachers would receive all the benefits as if they were recalled to a regular position. However, it would be understood that the recalled teacher would, at the beginning of their recall, waive all rights for Association representation concerning tenure and "bumping" rights.

Section 4: The Board will offer new teacher "Temporary Replacement" contracts under the following conditions:

- A certified, qualified laid off teacher is not available to fill the vacancy.
- b. The teacher will accrue no seniority until they are put on a regular contract at which time they will be given

- retroactive points. Retroactive points will also be awarded to any teacher hired after July 1, 1987.
- c. The amount of teaching experience credit for placement on the salary schedule will be mutually agreed to between the teacher and the Board.
- d. The employment relationship with the Board will be terminated at the end of the temporary replacement period with the Board having no obligation to rehire the teacher except under the Tenure Law and the one hundred fifty (150) day Substitute Law.
- e. If the teacher is rehired as a regular teacher, the teacher's seniority subsequently shall begin to accrue at the time the teacher begins to work as a regular teacher. Credit for previous teaching experience concerning placement on the salary schedule, for both inside and outside the District experience, shall be granted per the Master Agreement, Article 19, Section 2.
- f. The following part of the Master Agreement shall not apply: The most senior certified and qualified teacher, per the Master Agreement, will be offered the part-time vacant positions. The laid off teacher has the right to refuse the part-time position with the understanding that the most senior teacher, per the Master Agreement, would be offered the next full time position that becomes vacant. The laid off teacher who chooses not to accept a part-time position will not be penalized for not accepting the part-time position.

ARTICLE 16 - PLANNING COMMISSION

The parties agree to establish a permanent Planning Commission for the purpose of discussing problems of mutual concern.

- Section 1: A committee consisting of the Superintendent, two (2) designees, DEA President, Vice President, Ethics Committee Chairperson and Chairperson of the DEA Negotiating Team shall be established to investigate and discuss matters of concern pertaining to the smooth operation of the Dowagiac School System.
- <u>Section 2</u>: The Commission shall meet during September or a time designated by the Superintendent, at which time the Commission will designate a permanent chairperson.
- Section 3: The operating procedure and times for meetings shall be determined by the committee. Items for discussion may be forwarded by either party prior to each meeting. Items for discussion shall be limited to those affecting the school system.

Section 4: The Commission may have specific committees working with it for both short and long term studies. These committees shall make a conscientious effort to make recommendations to the Planning Commission.

<u>Section 5</u>: Findings, recommendations, and/or conclusions of the Planning Commission may be reported to the **Association** and the **Board**.

Section 6: The Association agrees to foster and encourage professionalism among its membership and agrees to undertake efforts through education or otherwise which are reasonably designed to maintain acceptable standards of professional behavior and responsibility.

ARTICLE 17 - DISCIPLINE

Section 1: Any verbal complaint by a person directed toward a teacher may be called to a teacher's attention. However, no report shall be made or disciplinary action taken against a teacher unless said complainant has made a written complaint, been identified, and said complaint has been brought to the teacher's attention and verified. The teacher shall be notified within five (5) school days after receipt of said complaint.

- a. A building representative of the Association may, if the teacher so desires, accompany the teacher in review of such complaint.
- b. In the even a written report is included in a teacher's personnel file as a result of action taken under this Section, the teacher may prepare a written response which shall be included in his file and attached to said report.
- c. The administration and Board both recognize that in cases involving discipline, it is the burden of the administration to establish just cause for the discipline imposed. This includes the obligation to first present its evidence during hearings before the Board or an arbitration under the grievance procedure. It is also understood that discipline will be imposed within a reasonable period of time of the offense or of the time of knowledge of the offense.
- d. So that new administrators will not be prejudiced by attitudes and styles of their predecessors concerning teachers, principals will review their annotated/ anecdotal files and pull any information that is over one (1) year old, if they are leaving that building or the District.

Section 2: No teacher shall be disciplined, reprimanded, reduced in either rank or compensation, or deprived of any professional advantage without just cause.

Section 3: All disciplinary action under the Master Agreement shall be subject to the teacher's response, and if the teacher so desire, the grievance procedure shall commence at Step 3.

ARTICLE 18 - GRIEVANCE

Section 1: A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. The following matters shall not be the basis of any grievance filed under the procedures outlined in this article.

- The termination of services or failure to re-employ any probationary teachers;
- b. The placing of a non-tenure teacher on a third year probation;
- c. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule;
- d. Any matter involving the substantive portion of a teacher's evaluation. Any grievance filed shall involve procedure only.
- e. Termination, demotion or leaves of absence under the provisions of the Michigan Teachers Tenure Act.

Section 2: FIRST STEP. If a teacher or Association representative believes that there is a grievance, the matter shall be discussed with his principal within ten (10) school days after the occurrence of the event on which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. The teacher, at his request, may be accompanied by an Association representative.

Section 3: SECOND STEP. If the First Step does not provide an equitable solution, the grievance shall be submitted in writing by the grievant to the building principal within five (5) school days after presentation in the First Step.

- a. A grievance shall state the facts on which it is based, the section of the contract allegedly violated and shall be signed by the grievant.
- b. The principal shall give his decision concerning the grievance, in writing, within five (5) school days after the presentation of the grievance.

Section 4: THIRD STEP. If the Association is not satisfied with the disposition of the grievance at the Second Step, the grievance shall be submitted, in writing, to the Superintendent within four (4) school days after receipt of the principal's written reply.

- a. The Superintendent and/or his designee (excluding the administrators involved in the Second Step) shall meet with the grievant and a representative or representatives of the Association within five (5) school days after the grievance has been received in order to consider the grievance. The Superintendent shall give a written answer to the Association within four (4) school days after the date of this meeting.
- b. If the answer is satisfactory, the Association shall so indicate on the grievance form and sign it, with two (2) copies of the grievance thus settled shall be retained by the Association and one (1) by the Superintendent.

Section 5: FOURTH STEP. If the Association is not satisfied with the disposition of the grievance at the Third Step, and intends to appeal, it shall so notify the Superintendent in writing, within three (3) school days after the Superintendent's written reply to the Third Step has been received.

Within fifteen (15) school days after the Superintendent has received the notice of appeal, the grievance shall be reviewed at a meeting between the Board or its designated representatives (to consist of three (3) members of the Board) and three (3) Association representatives. Three (3) days notice of the meeting shall be given to the Association. A written answer shall be given by the Board within ten (10) school days after the date of the Fourth Step meeting.

<u>Section 6</u>: FIFTH STEP. If the grievance has not been settled in the Fourth Step the Association may submit the grievance to binding arbitration, provided such submission is made within ten (10) school days after the Fourth Step has been received.

- a. In the event that a grievance is submitted to arbitration the demand for arbitration shall be submitted to the American Arbitration Association, with a copy to the Superintendent, in accordance with its rules which shall likewise govern the arbitration proceedings.
- b. The Board and the Association shall not be permitted to assert any ground or to rely on any evidence not previously disclosed to the other party in such arbitration proceeding(s).

- c. The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this agreement nor hear any matter which will add to or subtract from the terms of this agreement excepting in matters of law.
- d. The Association and the Board shall be responsible for their own personal costs as to witnesses, attorney fees, etc. The other costs of arbitration shall be borne equally between the parties.

Section 7: The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the even grievances filed under this Article shall not be satisfactorily settled during the school year, they shall continue after the end of the school year with the weekdays, Monday through Friday, being considered as if they were school days, in determining the time limits set forth above.

Section 8: Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or the Association.

Section 9: The presentation and discussion of grievances provided for in the First, Second, and Third Steps of this Article may take place during regular school hours so long as all persons involved are able to meet without interfering with their assigned duties.

ARTICLE 19 - COMPENSATION

Section 1: The salaries of teachers covered by this agreement are set forth in Appendix "A" attached hereto and incorporated in the agreement.

Section 2:

- A. Newly hired teachers shall be given full credit for prior full-time teaching experience up to a maximum of ten (10) years if they have taught three (3) out of the last five (5) years or up to a maximum of seven (7) years if they have not taught three (3) of the last five (5) years. For purposes of Paragraphs A and B, teaching experience is defined as a position in a state accredited public or private educational institution for which a state certificate or accreditation by a recognized accrediting agency is required, but shall not include substitute teaching.
- B. Newly hired teachers who have had part-time prior teaching experience as defined in Paragraph A above shall be given the following credit on the salary scale:

- 1. A teacher who has taught the equivalent of at least forty-five (45) or more full days in a school year shall receive one-half year credit on the salary scale.
- A teacher who has taught the equivalent of at least one hundred thirty-five (135) or more full days in a school year receive one (1) year of credit on the salary scale.

For the purpose of Paragraphs A and B above, a full day is seven hours and twenty minutes as defined in Article 9(A).

- C. Newly hired teachers shall not be dealt with in an arbitrary or capricious manner by the Board. Newly hired teachers shall be granted credit on the salary scale for prior non-teaching experience which the employer deems advantageous to the particular teaching position up to the limits specified in Paragraphs A and B above. The Association shall receive a copy of the step placement and his/her prior experience record accepted by the Board for salary placement of each newly hired teacher within five (5) days after his/her official hire date.
- D. All prospective new hires shall be given a copy of this provision and must submit all prior experience for which they seek credit on the salary scale prior to entering into an individual contract and the execution of an individual contract shall conclusively be deemed to establish correct placement on the salary scale.

Section 3: Compensation shall be paid every two (2) weeks on Friday. Teachers may elect twenty-six (26) equal pays or twenty-seven (27) equal pays (depending on the annual payroll calendar), twenty-one (21) equal pays or twenty-one (21) pays at the twenty-six (26) or twenty-seven (27) pay rate with the balance to be paid on the twenty-first (21st) payday. Those desiring final payment on the twenty-first (21st) payday shall so designate by February 1st of each year.

Section 4: Salary level changes earned before September 15 (February 15) shall be made retroactive to the beginning of that semester, providing such proof is submitted no later than October 15 (March 15) respectively.

Section 5: Any changes in payroll deductions and/or salary schedule adjustments will be made effective providing that requested changes are in at least two weeks prior to that payday. Teachers are limited to two (2) changes per year except in case of an emergency. It is the teacher's responsibility to provide the proper information to effectuate such changes.

Section 6: For those teachers who so authorize by properly executed payroll deduction cards, the Board agrees to deduct Association dues and Representative fees and remit the same,

accompanied by a list of teachers for whom deductions have been made to the Association no more than fifteen (15) days after the dues have been deducted. The Board also shall make payroll deductions upon written authorizations from teachers for annuities, credit union, insurance and savings bonds. The above will include only plans or programs jointly approved by the Board and the Association.

ARTICLE 20 - SCHOOL CALENDAR

Section 1: The 1997-98 school year shall consist of one hundred eighty-five (185) days, of which one hundred eighty-one (181) shall be student days. The 1998-99 school year shall consist of one hundred eighty-seven (187) days, of which one hundred eighty-three (183) shall be student days. The number of student days for the 1999-00 school year shall be determined by the Board. All other calendar matters will be determined by the parties. One (1) additional day of orientation shall be scheduled each year for newly-hired teachers.

Section 2: If for any reason the contract year does not meet the accreditation or state requirements and the number of days and hours must be added to meet these standards, the teacher will meet these standards without additional compensation.

Section 3: For each additional day required of the entire staff, by the Board, beyond the number of negotiated contract days, each teacher shall be compensated on a pro-rated basis of his/her base salary. This does not include those days referred to in Section 2 of this article.

Section 4: Days of student instruction lost due to inclement weather will be made up to the extent required by law. Such make up days shall be without additional pay, if teachers are notified as soon as possible but no later than 6:00 a.m. that school has been canceled. Notification shall be by the district-wide notice system (starting with telephone fan out and then radio station notice). Individual notification is not required.

Teachers will be notified as follows:

- a. By announcement over radio stations W.D.O.W., W.N.I.L., W.H.F.B., and W.S.J.M.; and
- b. By notification to representatives of the DEA who shall develop appropriate procedures to give notice to teachers.

Section 5: Teachers will be paid for snow days; however, they will not be paid for the required make-up snow days.

<u>Section 6</u>: If make-up days are needed under Section 4 above, the order of make-up will be as follows:

Make-Up Days Presidents Day (if scheduled) _1_ 1. January Record Day (students attend in a.m.) 1 2. 1 Total (if not a holiday) June Record Day (Students attend in a.m.) 3. Total Remainder of the last week of school and the week following the normal end of the school 5* vear. 7* Total *Maybe 1 or 2 days more if the scheduled year ends before Friday. 5 5. Spring Recess 12 Total

 If additional days are needed, the Board and Association agree to negotiate the additional days.

Section 7: In-Service/Curriculum. Three (3) half-days without students shall be scheduled each year. These half-days may be used for curriculum subcommittee work, visitations to other schools, in-service presentation for all or a portion of the staff, building meetings, grade level meetings or similar activities.

A joint In-Service Planning Committee composed of three (3) teachers appointed by the Association and two (2) administrators, will jointly plan each days program with final plans distributed by the administration at least ten (10) days before the scheduled sessions.

ARTICLE 21 - GENERAL

Section 1: Any medical examinations or tests, (not covered by insurance) which are required by the Board as a condition of employment or continuing employment, shall be paid by the Board. The Board shall provide a clinic (as provided in 1973).

Section 2: If, during the life of this agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such

tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby.

- a. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into a meeting to determine the desirability of collective bargaining. Upon mutual agreement, the Board and the Association shall proceed to negotiate.
- b. Meetings may also be called by either party for the purpose of correcting errors of language of intent in this Master Agreement. Such sections shall be open by mutual consent only.

Section 3: This agreement shall superseded any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect.

 $\underline{\text{Section 4}}$: The Board shall provide a copy of the current Master Agreement to each teacher.

Section 5: All administrators in an administrative capacity on October 16, 1989, who are reassigned to a teaching position within the bargaining unit shall be entitled to receive seniority for service from their date of hire within the district, whether first hired in a teaching or administrative capacity. Administrators hired after October 16, 1989, as administrators will not accrue seniority while being an administrator. Teachers hired after October 16, 1989, as teachers and who become administrators will continue to accrue seniority during the time they are an administrator. Administrators have no right to automatically bump into the teachers' bargaining unit. The Board retains the right to assign an administrator to the teachers' bargaining unit.

ARTICLE 21 - DURATION

Section 1: This agreement shall be effective as of August 21, 1997. This contract shall remain in full force and effect for a full term of three (3) years, extending to midnight, August 20, 2000. If by January 15, 2000, either party signifies its desire to modify, amend, or adjust this contract for the following school year, then notice to this effect shall be given to the parties and postmarked no earlier than January 1, 2000, and no later than January 15, 2000, if mailed. If hand-delivered, delivery shall be made between the period of January 1, 2000, and the close of business on January 15, 2000.

Section 2: Either party may reopen provisions not relating to salary and fringes which are mandated by changes in state laws or

regulations. No other provisions of this contract shall be reopened unless by mutual consent of the parties.

Section 3: This agreement shall not be extended by any oral understanding of the parties, nor shall any of its provisions be changed in the implementation except if it has been specifically provided for by the terms of those sections of the agreement providing for amendments, modification, alteration or change.

Dated:		DOWAGIAC EDUCATION ASSOCIATION	1
***************************************	, 1997		President
	, 1997		Secretary
Dated:		DOWAGIAC BOARD OF EDUCATION	
	. 1997		President
	1997		Secretary
Dated:		VAN BUREN COUNTY ASSOCIATION	
	1997	Repr	esentative

1997-98 SCHOOL CALENDAR

		g
August 19- August 22	Tuesday- Friday	New and Probationary Teacher Orientation
August 25-26	Monday and Tuesday	Pre-School Session for all Teachers
August 27	Wednesday	First Day of School for Students (Full-Day)
September 1	Monday	Labor Day NO SCHOOL
September 18	Thursday	Professional Development Inservice (1/2 Day School)
November 19	Wednesday	Professional Development Inservice (1/2 Day School)
November 27- November 28	Thursday- Friday	Thanksgiving Recess - NO SCHOOL
December 1	Monday	School Resumes
December 22- January 2	Monday- Friday	Winter Break - NO SCHOOL
January 5	Monday	School Resumes
January 16	Friday	End of First Semester
January 19	Monday	Martin Luther King, Jr. Day NO SCHOOL Teacher Record Day
February 24	Tuesday	Professional Development Inservice (1/2 Day School)
March 30- April 3	Monday Friday	Spring Break - NO SCHOOL
April 6	Monday	School Resumes
April 10	Friday	Good Friday - NO SCHOOL
May 25	Monday	Memorial Day - NO SCHOOL
June 3	Wednesday	1/2 Day For Students
June 4	Thursday	1/2 Day Students - LAST STUDENT DAY
June 5	Friday	Teacher Work Day

Count Days

1/2 Day for Inservice

Professional Development 1/2 Days For Inservices: September 18, November 19, February 24.

Snow Day Make-Up: First make-up snow day, June 5 - Teachers'
Record Day (one-half day for students). Next five days June 8-12
(full days for students).

181 student days (90 first semester and 91 second semester) 4 teacher work days.

181 student days

185 teacher days

Days could vary as a result of Legislative action and/or teacher negotiations.

Fall Parent/Teacher Conferences 7-12 October 15-16 K-6 November 5, 6, and 7

APPENDIX "A"

EARLY RETIREMENT INCENTIVE

PURPOSE

The purpose of the ERI program is to help prevent teacher layoffs and to lessen the Board's economic responsibility in the area of staffing.

ELIGIBILITY

In order to be eligible for ERI benefits, applicants must:

- 1. Have a minimum of 540 seniority points (10 years) as defined in Article 5, Section 20, and have completed the 14th step on the salary schedule.
- 2. Be eligible to receive benefits under the Michigan School Employees Retirement System as of December, 1989, subject to review and change by mutual agreement if the retirement system changes in any manner which would increase or decrease the potential number of eligible retires with the district.
- Be a current member of the bargaining unit.

APPLICATION

All applicants for the ERI must obtain the application form from the Superintendent's office and return the completed form to the Superintendent's office by the deadlines identified below. In addition, the following application procedures must be adhered to:

- 1. Those eligible employees who wish to receive ERI benefits on 07/01/98 must submit the application form for benefits no later than 04/01/98. If more than five (5) eligible applicants apply for ERI benefits by 04/01/98, the five (5) with the most seniority points will be awarded benefits payable on 07/01/98. All others will be paid ERI benefits on 07/01/99.
- Eligible teachers may apply for ERI benefits between 04/02/98 and 08/01/98, and will receive ERI benefits on 07/01/99.
- 3. All eligible teachers who apply for ERI benefits by 08/01/98 and whose applications are approved, will be deemed to have resigned their employment, effective at the end of the 1997-98 school year, or at such time between the end of the 1997-98 school year and 08/01/98 as the teacher may designate.

- 4. Eligible teachers who do not apply for ERI benefits by 08/01/98, may apply for benefits no later than 04/01/99. As among those who apply for ERI benefits by 04/01/99, the five (5) with the most seniority points will be awarded benefits payable on 07/01/99. All others will receive their benefits on 07/01/00 and implement a mutually agreeable application, acceptance/rejection and resignation form.
- 5. Eligible teachers who do not apply for ERI benefits by 08/01/99, may apply for benefits no later than 04/01/00. As among those who apply for ERI benefits by 04/01/00, the five (5) with the most seniority points will be awarded benefits payable on 07/01/00. All others will receive their benefits on 07/01/01 and implement a mutually agreeable application, acceptance/rejection and resignation form.
- 6. Eligible teachers may apply for ERI benefits between 04/02/99 and 08/01/99, and will receive ERI benefits on 07/01/00, and those who apply for ERI benefits between 04/02/00 and 08/01/00 will receive ERI benefits on 07/01/01.
- All retirements/resignations will be deemed irrevocable provided the applicant is eligible and approved for ERI benefits.

BENEFITS

- 1. <u>52 Years And Under</u>: Forty-five (45%) percent of the teacher's annual regular salary per the salary schedule in Appendix B of the Master Agreement at the time of resignation, plus \$50.00 per day for each of his/her accumulated unused sick days.
- 2. <u>53 Years Through 55 Years</u>: Thirty-five (35%) percent of the teacher's annual regular salary per the salary schedule in Appendix B of the Master Agreement at the time of resignation, plus \$40.00 per day for each of his/her accumulated unused sick days.
- 3. <u>56 Years Through 59 Years</u>: Twenty-five (25%) percent of the teacher's annual regular salary per the salary schedule in Appendix B of the Master Agreement at the time of resignation, plus \$30.00 per day for each of his/her accumulated unused sick days.
- 4. 60 Years Through Age 62 (Prior to 63rd Birthday): Fifteen (15%) percent of the teacher's annual regular salary per the salary schedule in Appendix B of the Master Agreement at the time of resignation, plus \$20.00

per day for each of his/her accumulated unused sick days. By mutual agreement the parties may provide, on a case by case basis, early incentive retirement for employees beyond age 62.

(The above years refer to the age of the teacher as of the effective date of his/her resignation)

- 5. Teachers who resign or retire and leave active employment after 08/01 but before the end of the school year may participate in the ERI program only upon mutual agreement of the parties and the continuation of their insurance benefits will be governed by the provisions of Article 11, Section 6 of the collective bargaining agreement or until benefits are received under the Michigan Public School Employees Retirement System.
 - *Benefits will be paid to the teacher's estate if he/she should decease after applying for ERI benefits, but had not received his/her benefits.

APPENDIX "B"

	SAI	ARY SCHEDU	LE FOR 1997	-98	
Step	BA Degree	Step	MA Degree	Step	MA +20 Degree
1	\$26,778	1	\$27,980	1	\$28,990
1-1/2	\$27,311	1-1/2	\$28,547	1-1/2	\$29,575
2	\$27,854	2	\$29,114	2	\$30,159
2-1/2	\$28,394	2-1/2	\$29,678	2-1/2	\$30,733
3	\$28,933	3	\$30,243	3	\$31,334
3-1/2	\$29,475	3-1/2	\$30,805	3-1/2	\$31,917
4	\$30,016	4	\$31,372	4	\$32,501
4-1/2	\$30,830	4-1/2	\$32,207	4-1/2	\$33,359
5	\$31,370	5	\$32,772	5	\$33,944
5-1/2	\$31,911	5-1/2	\$33,337	5-1/2	\$34,527
6	\$32,450	6	\$33,903	6	\$35,114
6-1/2	\$33,128	6-1/2	\$34,607	6-1/2	\$35,846
7	\$33,800	7	\$35,316	7	\$36,579
7-1/2	\$34,484	7-1/2	\$36,019	7-1/2	\$37,311
8	\$35,154	8	\$36,728	8	\$38,040
8-1/2	\$35,830	8-1/2	\$37,436	8-1/2	\$38,775
9	\$36,512	9	\$38,140	9	\$39,504
9-1/2	\$37,183	9-1/2	\$38,847	9-1/2	\$40,237
10	\$37,860	10	\$39,553	10	\$40,562
10-1/2	\$38,536	10-1/2	\$40,258	10-1/2	\$41,701
11	\$39,210	11	\$40,964	11	\$42,400
11-1/2	\$39,886	11-1/2	\$41,671	11-1/2	\$43,163
12	\$40,562	12	\$42,379	12	\$43,894
12-1/2	\$41,240	12-1/2	\$43,086	12-1/2	\$44,625
13	\$41,914	13	\$43,791	13	\$45,355
13-1/2	\$42,610	13-1/2	\$44,496	13-1/2	\$46,090
14	\$43,245	14	\$45,201	14	\$46,818
14-1/2	\$43,942	14-1/2	\$45,914	14-1/2	\$47,552
15	\$44,619	15	\$46,614	15	\$48,280
15-1/2		15-1/2	\$47,312	15-1/2	\$49,016
16		16	\$48,028	16	\$49,736

	SA	LARY SCHED	ULE FOR 199	8-99	
Step	BA Degree	Step	MA Degree	Step	MA +20 Degree
1	\$27,581	1	\$28,819	1	\$29,860
1-1/2	\$28,130	1-1/2	\$29,403	1-1/2	\$30,462
2	\$28,690	2	\$29,987	2	\$31,064
2-1/2	\$29,246	2-1/2	\$30,568	2-1/2	\$31,655
3	\$29,801	3	\$31,150	3	\$32,274
3-1/2	\$30,359	3-1/2	\$31,729	3-1/2	\$32,875
4	\$30,916	4	\$32,313	4	\$33,476
4-1/2	\$31,755	4-1/2	\$33,173	4-1/2	\$34,360
5	\$32,311	5	\$33,755	5	\$34,962
5-1/2	\$32,868	5-1/2	\$34,337	5-1/2	\$35,563
6	\$33,424	6	\$34,920	6	\$36,167
6-1/2	\$34,122	6-1/2	\$35,645	6-1/2	\$36,921
7	\$34,814	7	\$36,375	7	\$37,676
7-1/2	\$35,519	7-1/2	\$37,100	7-1/2	\$38,430
8	\$36,209	8	\$37,830	8	\$39,181
8-1/2	\$36,905	8-1/2	\$38,559	8-1/2	\$39,938
9	\$37,607	9	\$39,284	9	\$40,689
9-1/2	\$38,298	9-1/2	\$40,012	9-1/2	\$41,444
10	\$38,996	10	\$40,740	10	\$41,779
10-1/2	\$39,692	10-1/2	\$41,466	10-1/2	\$42,952
11	\$40,386	11	\$42,193	11	\$43,672
11-1/2	\$41,083	11-1/2	\$42,921	11-1/2	\$44,458
12	\$41,779	12	\$43,650	12	\$45,211
12-1/2	\$42,477	12-1/2	\$44,379	12-1/2	\$45,964
13	\$43,171	13	\$45,105	13	\$46,716
13-1/2	\$43,888	13-1/2	\$45,831	13-1/2	\$47,473
14	\$44,542	14	\$46,557	14	\$48,223
14-1/2	\$45,260	14-1/2	\$47,291	14-1/2	\$48,979
15	\$45,958	15	\$48,012	15	\$49,728
15-1/2		15-1/2	\$48,731	15-1/2	\$50,486
16		16	\$49,469	16	\$51,228

Salary 1999-00

For the school year 1999-00 there will be an increase in the base salary of 1.5% plus 1/2% for each additional student day added to the calendar. If no additional days are purchased, then the base salary will be increased by 1.5% or the percentage increase in the state of Michigan state-wide foundation grant, whichever is greater.

Longevity Statement:

For the 1997-98 school year: Each bargaining unit member who has a total of 1,080 seniority points or more as of September 1, 1997, will receive an additional \$300.00, one-half (%) of which will be payable by December 31, 1997, and the remaining one-half (%) payable by May 1, 1998. For the 1998-99 school year: Each bargaining unit member who has a total of 1,080 seniority points or more as of September 1, 1998, will receive an additional \$300.00, one-half (%) of which will be payable by December 31, 1998, and the remaining one-half (%) payable by May 1, 1999.

For the 1999-00 school year: Each bargaining unit member who has a total of 1,080 seniority points or more as of September 1, 1999, will receive an additional \$350.00, one-half (%) of which will be payable by December 31, 1999, and the remaining one-half (%) payable by May 1, 2000.

Longevity is not to be considered part of the salary schedule.

It is understood that in order for a teacher to qualify for placement on the MA +20 track, the teacher must have earned twenty (20) semester hours (or their equivalent quarter hours) in graduate level courses after having earned the Masters Degree.

Classes at an undergraduate level will be accepted for credit at the MA +20 track with pre-approval from the administration.

It is understood that the provisions in the above paragraph will be in effect only for teachers newly employed by Dowagiac Union Schools after June 7, 1991.

FRINGE BENEFITS

Section 1: Remuneration shall be made for mileage expenses incurred by teachers while traveling on school business, using a personal auto, at a rate equal to the IRS rate or such additional amount as the Board shall determine. School business shall include mileage to attend classes and workshops which are authorized and paid for by the Board. Secondary insurance coverage is provided for transportation of participants to and from school sponsored and approved events.

<u>Section 2</u>: The Board shall pay each teacher who retires under the Michigan Retirement Program and who has been in the system fifteen (15) years or more, the sum of \$1,500.00.

Section 3: Insurance:

- a. The insurance benefit year shall be September 1 August 31.
- b. The Association shall determine the insurance coverage and shall advise the Board of the coverages selected for each insurance benefit year.
- c. The Board shall provide the following amounts toward the costs (premiums) of insurance benefits:
 - 1. September 1, 1997 to August 31, 1998. \$470/month per FTE teacher.
 - September 1, 1998 to August 31, 1999, and September 1, 1999 to August 31, 2000. Increases in Board contribution will be at the rate of increase in the Consumer Price Index.
- d. For teachers who are assigned to a less than full-time position the Board's contribution shall be prorated by using the fraction of the full-time rate the teacher is contracted to teach.
- e. If the monthly premium for teachers is less than the limits specified above, the monthly savings will be placed in an interest bearing escrow account. The Association shall have the right to assess its members such monthly assessment as it determines appropriate to the insurance escrow account. Such contribution will be made each pay period. The Association will be advised monthly of the running balance of any such escrow account. At the end of any insurance benefit year the Association shall direct the Board to either (1) deliver to the Association any balances then remaining in the escrow account or (2) retain the escrow account to defray

the expenses of any new premiums which may exceed the Board's required contribution.

- f. If, in any insurance benefit year, the monthly insurance premium exceeds the Board's contribution, any additional amounts shall be withdrawn from the escrow account. If there are not sufficient funds in the escrow account to meet the premium payment, then the Association shall determine the amount to be deducted from each teacher's salary to cover any deficit, and such deductions shall be made on a per pay period basis.
- g. <u>Section 125:</u> The parties agree to the implementation of an insurance plan:
 - 1. The Board will adopt a Cafeteria Plan which complies with Section 125 of the Internal Revenue Code. The Cafeteria Plan is not intended to change any benefits except as required by Section 125.
 - The Cafeteria Plan will provide a cash option in lieu of Medical Health coverage.
 - 3. The amount of the cash option will be in accordance with Appendix B Fringe Benefits, Subsection 3, Insurance (b). The Association shall determine the amount of cash option and shall advise the Board of the amount selected for each benefit year.
 - 4. Bargaining unit members may continue to select options during the regular open enrollment period and pay for them through payroll deductions.
 - 5. Bargaining unit members may continue to elect to participate in tax sheltered annuity programs after completing the necessary salary reduction forms.

Section 4: Pay for approved summer instructional and adult education activities shall be determined by pro-rating the B.A. base for instructional time only. The hourly rate shall be determined by dividing the B.A. track up to a maximum of the fifth step in the same position by 1,340 hours. Non-bargaining unit members who teach in the adult education program will be paid at the B.A. base step only.

Section 5: Each teacher shall obtain a minimum of two (2) semester hours or three (3) term hours for each five (5) year block of employment in the Dowagiac Union Schools. Said hours shall be in their teaching area or toward a planned program for an advanced degree. Any deviation or extenuating circumstances shall have prior written approval of the building principal and superintendent

of schools after a joint discussion with the teacher. The 1973-74 school year shall be considered as the first year of the five (5) year block. Teachers, not at maximum, not meeting this requirement, shall remain at their last salary step until this requirement is met. Teachers at maximum shall remain at their annual salary until this requirement is met. This does not apply to Master Degree holders or above.

APPENDIX "C"

EXTRA CURRICULAR COMPENSATION

Section 1: It is recognized that certain extra duty positions are an extension and an integral part of the regular school program. Acceptance of such extra duty positions may be compulsory for teachers performing the corresponding regular school program. These programs shall include Band, Vocal Music, and the Future Farmers of America. Inclusion of additional programs under this provision shall be by mutual agreement.

Section 2: Extra duty contracts will be issued through the Central Administration office. Forms concerning choice of payment schedule for the extra duty will be sent with the extra duty contract or when possible will be sent to the affected teachers in the Spring.

<u>Section 3</u>: Compensation will be based on the percentage of the BA base salary as indicated in Schedule C relating to the various extra curricular activities.

<u>Section 4</u>: Payment (pro rata) for full year extra curricular positions shall begin two to four weeks after the contract has been approved by the superintendent, signed and returned to the central administration by the individual staff member.

Section 5: Any new position to be added to Appendix C, will be negotiated by the Planning Commission and the Administration.

Section 6: When extra curricular vacancies exist, bargaining unit applicants will be given consideration. Any such applicant denied a position for which he/she applied may request a conference with the Superintendent (or designee).

* It is understood that academic teams participating in intrascholastic activities (e.g. classroom spelling bees, Jr. Great Books, etc.) would not be considered an extra-duty assignment.

Section 7: The pay for extra curricular duties shall be based on a two (2) step percentage system. All percentages are paid on the BA Step I base salary. Experience shall be based upon five (5) consecutive years in the sport or activity. Consecutive years of service in a sport or activity earned prior to the effective date of this agreement shall be credited toward experience credit and for advancement toward Column B. If a coach or advisor is unable to complete five (5) consecutive years in a sport or activity because the School District has discontinued the sport or activity, or because he or she is on an involuntary leave of absence due to health or military reasons, once the sport or activity is reinstituted, or once the leave of absence ends, no interruption of the sport or activity shall occur and service prior to the

discontinuation of the sport or activity or prior to the leave of absence shall be deemed consecutive service after reinstatement of the sport or activity or the end of the leave of absence.

All individuals who have achieved the Column B status (six (6) years or more) shall be grandfathered at the 1995-96 pay until the dollar amount on Column C surpasses their current pay.*

All individuals who have achieved six (6) years or more starting with the 1997-98 school year will receive their compensation based on Column C percentages.

Section 8: Each person earning compensation in Appendix C shall be given the same options for choice of payment.

^{*}Extra-curricular positions at 19.5% would advance as usual.

\$26,778

\$25,365

	A	<u>B</u>	<u>C</u>
	0-5 Years	Grandfathered 6 Years +	Non-Grandfathered 6 Years + (1997-98)
FOOTBALL Head Coach Varsity Assistant (2) Junior Varsity (2) 9th Grade 7-8 Grade (4)	17.5	19.5	19.5
	10.0	12.0	11.1
	8.5	10.5	9.5
	8.5	10.5	9.5
	5.0	7.0	5.6
BASKETBALL Head Coach Junior Varsity 9th Grade 7-8 Grade (2)	17.5	19.5	19.5
	10.0	12.0	11.1
	8.5	10.5	9.5
	6.5	8.5	7.2
BASKETBALL (Girls) Head Coach Junior Varsity 7-8 Grade (2)	17.5	19.5	19.5
	10.0	12.0	11.1
	6.5	8.5	7.2
WRESTLING Head Coach Varsity Assistant (JV) 9th Grade 7-8 Grade (2)	17.5	19.5	19.5
	10.0	12.0	11.1
	6.5	8.5	7.2
	5.5	7.5	6.1
BASEBALL Head Coach Varsity Assistant Junior Varsity	10.0	12.0	11.1
	6.0	8.0	6.7
	6.0	8.0	6.7
TRACK (Boys) Head Coach Varsity Assistant (2) 7-8 Grade (2)	10.0	12.0	11.1
	6.0	8.0	6.7
	3.5	5.5	3.9
TRACK (Girls) Head Coach Varsity Assistant 7-8 Grade (2) *If combined into one position	10.0	12.0	11.1
	6.0	8.0	6.7
	3.5	5.5	3.9
	15.0	17.0	16.7
GOLF Head Coach 7-8 Grade	6.0	8.0	6.7
	2.0	4.0	2.3
CROSS COUNTRY Head Coach Varsity Assistant	6.0	8.0	6.7
	3.0	5.0	3.3

\$26,778

\$25,365

	A	В	<u>C</u>
	0-5 Years	Grandfathered 6 Years +	Non-Grandfathered 6 Years + 97-98
VOLLEYBALL (Girls) Head Coach Varsity Assistant (JV) 9th Grade 7-8 Grade (2)	10.0	12.0	11.1
	6.0	8.0	6.7
	3.5	5.5	3.9
	3.5	5.5	3.9
SOFTBALL Head Coach Junior Varsity 7-8 Grade Head 7-8 Grade Assistant	10.0	12.0	11.1
	6.0	8.0	6.7
	3.5	5.5	3.9
	2.0	4.0	2.3
TENNIS Head Coach 7-8 Grade Head 7-8 Grade Assistant	6.0	8.0	6.7
	3.5	5.5	3.9
	1.5	3.5	1.7
SOCCER Head Coach Varsity Assistant	10.0	12.0	11.1
	6.0	8.0	6.7
GYMNASTICS Middle School	3.0	5.0	3.3
SKI CLUB Senior High 7-8 Grade	1.5	3.5	1.7
	1.5	3.5	1.7
BOWLING CLUB Senior High	1.0	3.0	1.1
BAND** Senior High Senior High Assistant Middle School Middle School Assistant 5-6 Grade (per program)* *As approved by administration	17.5	19.5	19.5
	6.0	8.0	6.7
	6.0	8.0	6.7
	3.5	5.5	3.9
	.5	1.0	.6
VOCAL MUSIC** Senior High 7-8 Grade 5-6 Grade (per program)* Elementary (per program)* *As approved by administration	5.0	7.0	5.6
	2.0	4.0	2.3
	.5	1.0	.6
	.5	1.0	.6

\$26,778

\$25,365

	A	<u>B</u>	C
	0-5 Years	Grandfathered 6 Years +	Non-Grandfathered 6 Years + 97-98
CHEERLEADERS Senior High 9th Grade Middle School	6.0	8.0	6.7
	3.5	5.5	3.9
	3.5	5.5	3.9
MAJORETTES/FLAG CORPS Senior High	3.0	5.0	3.3
YEARBOOK Senior High Middle School	8.0	10.0	8.9
	5.0	7.0	5.6
DEPARTMENT CHAIRPERSON K-12 (7) Building Level (4)	5.0	7.0	5.5
	5.0	7.0	5.5
VARSITY CLUB Senior High (Boys) Senior High (Girls) *If combined position	4.0	6.0	4.5
	4.0	6.0	4.5
	6.0	8.0	6.5
STUDENT COUNCIL Senior High Middle School	4.0	6.0	4.5
	3.0	5.0	3.3
AUDIO VISUAL ** Senior High Middle School	3.0 ° 3.0	5.0 5.0	3.9 3.9
CLASS SPONSORS Senior Class Junior Class Sophomore Class Freshman Class	2.0	3.5	1.7
	1.5	3.5	1.7
	1.0	3.0	1.1
	1.0	3.0	1.1
INTRAMURALS Senior High (3) Middle School (3) 5-6 Grade (as needed)	2.5	4.5	2.8
	2.0	4.0	2.3
	2.5	4.5	2.8
AVIATION CLUB	1.0	3.0	1.1
ART CLUB Senior High Middle School (2)	1.5 1.5	3.5 3.5	1.7 1.7

\$26,778

\$25,365

	A	<u>B</u>	<u>C</u>
	0-5 Years	Grandfathered 6 Years +	Non-Grandfathered 6 Years + 97-98
SCIENCE CLUB Senior High Middle School (2)	1.5 1.5	3.5 3.5	1.7 1.7
FRENCH CLUB Senior High Middle School	1.0 1.0	3.0 3.0	1.1 1.1
SPANISH CLUB Senior High Middle School	1.0 1.0	3.0 3.0	1.1 1.1
NEWSPAPER Senior High** Middle School	4.0 1.0	6.0 3.0	4.5 1.1
AUDITORIUM SPONSOR	4.5	6.5	5.0
CHAIRPERSON K-4 Grade Level (5) + 2 K-4 Curr. Represent. (5)	5.0 4.0	7.0 6.0	5.5 4.5
CHILD STUDY COORDINATORS (3)	2.5	4.5	2.8
DEBATE Senior High 7-8 Grade	2.5 2.0	4.5 4.0	2.8 2.3
F.F.A.**	4.0	6.0	4.5
FOREIGN EXCHANGE CLUB	3.0	5.0	3.9
FUTURE TEACHERS (F.T.A.)	1.0	3.0	1.1
NATIONAL HONOR SOCIETY Senior High 7-8 Grade	3.5 1.0	5.5 3.0	3.7 1.1
DRAMA 2 plays, 1 musical	12.0	14.0	13.1
ACADEMIC CHALLENGE COACH	4.0	6.0	4.5
ELEMENTARY ART** K-4 (per program)* 5-6 (per program)* *As approved by administration	.5 .5	1.0 1.0	.6 .6

\$26,778

\$25,365

	<u>A</u>	<u>B</u>	C
_	0-5 Years	Grandfathered 6 Years +	Non-Grandfathered 6 Years + 97-98
6TH GRADE CAMP	2.0	4.0	2.3
ACADEMIC TEAMS	1.5	3.5	1.7
MATH COMPETITIONS	1.5	3.5	1.7
SOCIAL STUDIES CITIZENS BEE	1.5	3.5	1.7
SPELLING BEE	1.5	3.5	1.7
FUTURE PROBLEM SOLVING	1.5	3.5	1.7

^{**} Removed from 1995-96 freeze in Column B. Those positions will use Column B percentage x 26.778 1997-98 base.

- * Those teachers presently receiving compensation under Column B whose work may be compulsory by their corresponding regular school program, shall not have their extra-duty pay frozen and be exempted from the formula system. These include, but may not be limited to: band, vocal music, FFA, audio visual, and newspaper.
- ** The Union shall form a committee to study Appendix C and report its findings to the Superintendent.

Grade Level Chairs: It is agreed to expand the number of paid Grade Level Chairpersons from five (5), K-4, to seven (7), K-6. There will be one (1) fifth grade chair and one (1) sixth grade chair.

Any staff member who assumes the new position of Grade Level Chair under this Agreement will maintain all previous seniority accrued as a departmental chair.

If the educational structure/alignment becomes departmentalized, the position of department chairs may be restored.

Band Duties: When the duties of the Middle School Band Director and Middle School Assistant Band Director are performed by one individual and that individual qualifies for the experience credit per Appendix C, Section 7 of the Master Contract, the maximum increment shall be a combined total of two (2%) percent.

APPENDIX "D"

SCHOOL IMPROVEMENT

It is agreed that a School Improvement Program is mutually desirable and beneficial for the Board and Association. In that regard, a District-wide School Improvement Steering Team will be appointed by the Board. The guidelines (framework) proposed by the Steering Committee will require approval of the Association and Board and will be attached to the contract as a Letter of Understanding.

It is further agreed that Site-Based decision-making is a component of the School Improvement Program, but it is not limited to the program. However, the same process will be followed.

Participation in the School's plan/goals is voluntary and will not be reflected in the teacher's evaluation.

Site-Based Decision-Making

Site-based decision-making is the collaborative process by which teachers/administrators at the work site jointly make decisions affecting the educational environment of the building. The decisions shall not violate the Master Agreement, State and/or Federal law.

- The Association Designee and principal will be on the Site-Based School Improvement Team and must agree on the issue to be considered by the committee. If they do not agree, a new plan may be developed, addressed through the building advisory committee process or the issue will be dropped from the Site-Based Committee/Building Advisory Committee process. Decisions of the committee must be jointly agreed to by the Association Executive Board and Board of Education (or its designee) and all parties will support the decisions rendered. However, understood that the established criteria for School Improvement which will reflect guidelines as outlined in Public Act 25, Section 1277, March, 1990, will be addressed by all Site-Based School Improvement teams as follows:
 - 1. A Mission Statement
 - 2. Goals Based on Student Outcomes for All Students
 - Curriculum alignment Corresponding with those Goals
 - 4. Evaluation Processes
 - 5. Staff Development, and
 - 6. Building Level Decision Making

- b. Teacher membership will be voluntary. Election, when needed, will be by a majority vote of the staff in the building.
- c. Decisions of the committee, following the evaluation and reporting process, will be reviewed at the end of each school year, and again at the beginning of each school year prior to September 30, and a vote taken to determine if previous decisions/programs will continue for that school year.
- d. In keeping with State school improvement mandates, it is understood that the school improvement team's membership will not be limited to the teaching staff and administration, but will be open to receive input from all sections of the community.
- e. Release time may be granted for teachers on the Site Based School Improvement team, for both training and program development/participation.

f. Framework:

- School Improvement awareness sessions provided for all staff.
- 2. Establish Site Based School Improvement teams and initiate training. The committee chair and secretary of each Site Based School Improvement team will be agreed upon by committee members. Team training will focus on School Improvement process, consensus building and conflict resolution.
- The team determines and initiates type of data collection which will include consultation and advice from directly affected staff.
- 4. A building level mission statement will be developed by all building staff--(Involvement of the entire staff, including non-certified, custodial, etc.)
- 5. Identify and develop plan of action that incorporates State mandates and includes a minimum of three (3) goals for the 1994-95 school year, with one (1) goal directly tied to student achievement outcomes.
- Once the committee has decided upon a plan, this plan will be presented to the entire staff. Staff that is directly affected by this plan must reach

consensus. If a consensus is not reached by the directly affected staff, the plan may be adopted by a vote of eighty-five (85%) percent of the affected teachers. Otherwise the Site Based School Improvement team will come up with a new plan.

LETTER OF UNDERSTANDING BETWEEN VAN BUREN COUNTY EDUCATION ASSOCIATION/DOWAGIAC EDUCATION ASSOCIATION, MEA-NEA AND DOWAGIAC UNION SCHOOL DISTRICT #31

For the 1994-95 school year only, a newly hired teacher may voluntarily waive the provisions of Article 19, Section 2(A) relating to prior experience credit, or may voluntarily agree to receive prior experience credit less than the amounts provided for therein. Any such waiver or modification of prior experience credit shall be in writing and if accepted by the Board of Education or its designee, may not be revoked.

PROBATIONARY TEACHER PACKET DOWAGIAC UNION SCHOOL DISTRICT GUIDELINES FOR SUCCESS

TEACHER:
DATE RECEIVED:
BUILDING:
POSITION:
SCHOOL YEAR:
PROBATIONARY YEAR:
PRINCIPAL:

SUBJECT MATTER CONTENT

- Exhibits sound background and understanding of subject matter for the position.
- Keeps abreast of current theory and practice in the field.
- Is able to respond satisfactorily to questions posed by students, either by providing the information or a source for the information.
- Stimulates interest in subject area.
- Uses a variety of teaching and learning techniques designed to serve the differing abilities of students.
- Provides consistently relevant subject content.
- Encourages and respects students' input.
- Uses varied resources appropriately.
- Shares with students the purpose for each assignment and involves students in setting objectives for themselves.
- Bases evaluation on realistic goals for each student.
- Takes into consideration the capability and effort of each student.
- Keeps accurate records.
- Reviews and returns assignments promptly.

MANAGEMENT

- Organizes classroom routine in efficient manner.
- Plans lessons and organizes classroom to maintain order with variety of activities carried on simultaneously.
- Devotes most of time to teaching and learning activities.
- Keeps classroom and equipment in good condition.
- Reports maintenance needs promptly.
- Guides students to share responsibility for care of furnishings and equipment.
- Promotes a friendly atmosphere conductive to learning.
- Makes building and classroom rules known to students.

- Handles student discipline according to building and district policy.
- Deals with students in fair and consistent manner.

RELATIONSHIPS

- · Exhibits a positive attitude.
- Exercises initiative.
- Encourages others by attitude.
- Seeks out new ideas.
- Is open-minded.
- Accepts and gives assistance.
- Implements suggestions in professional manner.
- Maintains honest and forthright relationships with all.
- Respects dignity and rights of all people.
- Shows consistent interest in Student's academic and social growth.
- Identifies and refers students with problems to appropriate personnel.
- Provides constructive criticism or ideas for improvement of education.
- Seeks resolution of problems through appropriate channels.
- · Observes district policies, rules, regulations and agreement.
- Keeps and promptly turns in reports.

*

