

7182

8/10/91

AGREEMENT

by and between

DOWAGIAC UNION SCHOOL DISTRICT

and the

VAN BUREN COUNTY EDUCATION ASSOCIATION/
DOWAGIAC EDUCATION ASSOCIATION, MEA-NEA

Dowagiac Union School

1989-90/1990-91

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

TABLE OF CONTENTS

	<u>PAGE</u>
AGREEMENT	1
ARTICLE I Purpose and Intent	1
ARTICLE II Recognition and Agency Shop	1
ARTICLE III Rights of the Board	3
ARTICLE IV Association Rights	4
ARTICLE V Teachers' Rights	6
ARTICLE VI Teaching Conditions	14
ARTICLE VII Employment Requirements	20
ARTICLE VIII Teacher Evaluation	24
ARTICLE IX Paid Leaves of Absence	25
ARTICLE X Other Personal Leaves of Absence	27
ARTICLE XI Unpaid Personal Leaves of Absence	27
ARTICLE XII Temporary Replacement Teachers	30
ARTICLE XIII Planning Commission	32
ARTICLE XIV Grievance	32
ARTICLE XV Compensation	35
ARTICLE XVI School Calendar	36
ARTICLE XVII General	38
ARTICLE XVIII Duration	39
APPENDIX "A" Early Retirement Incentive	43
APPENDIX "B" Salary Schedule:	
1989-90	46
1990-91	48
Fringe Benefits	50
APPENDIX "C" Extra Curricular	52
APPENDIX "D" School Improvement	58

A G R E E M E N T

THIS AGREEMENT, made and entered into this 16th day of October, 1989, 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 I - 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 II - 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.

ARTICLE III - 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.

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 IV - ASSOCIATION RIGHTS

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

Section 2: The Superintendent shall advise the Association of any existing teaching vacancy during the school year by posting a letter on the bulletin boards of each school, 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.

Section 3: 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.

Section 4: 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 5: 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 V - 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 own 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.

Section 3. 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 event 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 4: 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. 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: 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 6: 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 7: 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 twenty-five dollars (\$25.00) on any one incident for such loss not covered by insurance carried by the teacher or the Board.

Section 8: 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 9: 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. 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 10: 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 11: 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 12: 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 13: 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. There will be a designated smoking area for teachers, other than the room designated as the teacher workroom/lounge, to be identified at each building, pursuant to Michigan Clean Indoor Air Act, Public Act 198 of 1986. The Board further agrees that there shall be no reduction in the present staff lounge facilities. Present facilities are acceptable.

Section 14: Smoking will not be permitted in school classrooms or halls before or during the students' day except in designated areas. This shall not prohibit teachers from smoking at activities where smoking is permitted. It is understood that the teacher under paid supervision will not be permitted to smoke while in direct supervision of students. Principals may designate smoking areas within the building area of their jurisdiction.

Section 15: 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.

Section 16: Parking facilities shall continue to be made available to teachers for their use.

Section 17: 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 18: 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 19: 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 20: 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.

Section 21: 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.

Section 22: 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. Grades 7-8: 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. Elementary and 6th Grade Classrooms: 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:
 - (1) 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. Special Areas: 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:

<u>Special Area</u>	<u>Positions Affected</u>	<u>Standard</u>
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.

<u>Special Area</u>	<u>Positions Affected</u>	<u>Standard</u>
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. Special Education: 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 23: 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 24: 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 25: 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 26: No teacher shall be disciplined, reprimanded, reduced in either rank or compensation, or deprived of any professional advantage without just cause.

Section 27: 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.

Section 28: 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 29: 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 VI - TEACHING CONDITIONS

Section 1: 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 XIII). 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 782-3444 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 (782-3444) 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.

Section 5: The parties recognize that the development of curriculum is a professional responsibility shared by the administration and the teaching staff. 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 chairmen, and all grade level chairmen. 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.
- 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 sub-committees to which they have been assigned. Non-attendance shall be prior approval of the committee chairperson.

Section 6: 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 in-service 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 7: 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:

1. To plan, call and conduct grade level meetings.
2. Forward minutes of grade level meetings to grade level members, elementary principals, Curriculum Director, Superintendent, and other grade level chairpersons.

3. 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.
6. To represent grade level in meetings with administrators.
7. Recommend well-planned innovative programs to the school administration.
8. 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 8: 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:

1. To aid in the formation of curriculum sub-committees and to serve on a curriculum sub-committee.
2. To promote sharing of positive curricular programs between elementary professionals.
3. 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.
5. Aid the school administration in building planning and design.
6. Recommend well-planned innovative programs to the school administration.
7. 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.

Section 9: 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 10: Should the "snow day" legislation be changed so that the so-called "snow days" do not have to be made up, the District's snow day policy will revert back to past practice, which is as follows:

After the first two (2) days where school is closed to students due to weather, the Superintendent may require teachers to report for duty for up to three (3) days during a school year for the purpose of in-service, recordkeeping, and the like. Where teachers are required to report, they shall report by 10:00 a.m. 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.K.Z.O.; and
- b. By notification to representatives of the DEA who shall develop appropriate procedures to give notice to teachers.

This provision does not apply to scheduled record days and teachers will report on record days unless notified otherwise in accordance with the above notification procedures.

Section 11: 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 12: 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 13: 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 14: 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.

ARTICLE VII - EMPLOYMENT REQUIREMENTS

Section 1: The teaching day for all teachers shall be a seven and three-quarter hour time span. On Fridays and days preceding holidays teachers may leave the building fifteen (15) minutes after the student day, provided students have cleared the premises.

- a. All teachers shall be entitled to a duty-free lunch period of not less than thirty (30) minutes.
- b. All teachers shall be present for one weekly staff or grade level meeting as is deemed necessary by the administration. Such meetings will be scheduled on 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 staff members agree. It is acknowledged that 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.

- d. 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 parent-teacher 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 student lunch period in that building.
- e. Kindergarten pre-school conferences 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	Equivalent three 1/2 days
26-35 total students	Equivalent four 1/2 days
36-45 students	Equivalent five 1/2 days
46 or more students	Equivalent six 1/2 days

Section 2: Each teacher in Grades 7 through 12 shall be assigned a maximum of twenty-five (25) hours of classroom teaching and study halls and a minimum of five (5) periods of conference, preparation, or evaluation time per week. Each elementary teacher shall be assigned a maximum of twenty-five (25) hours of classroom teaching and a minimum of five (5) hours of conference, preparation, or evaluation time per week. It is understood that Art, Music, and Physical Education are part of the elementary preparation time.

- 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 (six (6) class periods at Union or seven (7) class periods at Central) will have salary and benefits pro-rated on the basis of $\frac{1}{6}$ (Union) or $\frac{1}{7}$ (Central) for each scheduled teaching period, plus the planning period where applicable.

Every attempt will be made to hire elementary teachers on the basis of one-half ($\frac{1}{2}$) 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 substitute 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.

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 ($\frac{1}{6}$ th) 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.

Section 7: 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: 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: It shall be the prerogative of the teacher to arrange classroom seating in accordance with their best professional judgment.

Section 11: The building principal shall appoint a tenure teacher to serve as a "Tenure Coach" to each probationary teacher. The teacher may decline to serve as the "Tenure Coach."

The "Tenure Coach" job description is as follows:

The Tenure Coach will assist the probationer. He/She will be available to help the probationer learn the procedures and policies of the school and the school district.

1. The Tenure Coach will make an effort to build rapport with the probationer at the earliest time possible.
2. The Tenure Coach will directly assist the probationer with getting ready for school, and with the end of semester/year work and materials.
3. He/She will offer encouragement "when things get tough."
4. He/She will make it clear that part of his/her role is to help the probationer to interpret and act on evaluation reports.
5. The Tenure Coach will keep the probationer will advised of his/her status--"no last minute surprises."
6. He/She will be positive; it is just as important to remark about the good things observed as to note needs for improvement.

It is understood that the Department Chairperson should not serve as the Tenure Coach.

Section 12: It is the sole responsibility of the teacher to maintain certification. Certification must be assured before contracts shall be issued.

Section 13: 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.

ARTICLE VIII - 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 the 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.

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. 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.

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 IX - 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, daughter-in-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 a personal day after one semester of teaching in the school system. Such leave may be used to attend a personal activity that cannot be scheduled during non-working hours, excluding 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 150 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.

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 still 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.

ARTICLE X - OTHER PERSONAL LEAVES OF ABSENCE

Section 1: 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 2: Any teacher who wishes to be absent for religious reasons (religious observance) or any day that school is in session must apply for a leave without pay. The teacher must apply one (1) week in advance to his principal and the Superintendent.

ARTICLE XI - 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.

- a. 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 IX, Section 8)

Section 5: 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 V, Section 21, 22, 23 and 24.
- c. A teacher hired to fill a vacancy created by a leave of absence shall be informed of the provision of this section.

Section 6: 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 (1) total days in any school year shall receive from the Board a pro-rated amount of premiums paid by the Board for health and dental insurance. The pro-ration shall be based on the following formula:

$$\frac{\text{Number of days worked plus used} \\ \text{paid leave of absence days} \times 12}{184 \text{ days}}$$

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 (90%).

- 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.

ARTICLE XII - 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.

Section 2: 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.
4. 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. A certified, qualified laid off teacher is not available to fill the vacancy.
- b. The teacher will accrue no seniority.
- 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 120 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 XV, Section 2.
- f. If the "Temporary Replacement" contract covers a period of 120 or more working days, the Board shall have the right to dismiss the teacher for any cause between the 110th and the 120th days.
- g. The following part of the Master Agreement shall not apply:

RECALL TO PART-TIME POSITIONS

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 XIII - 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.

Section 2: 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.

Section 5: 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 XIV - 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.

- a. 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.

Section 6: 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 XV - 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: Upon entering the school system, a teacher may receive up to full credit for outside experience as determined by the Superintendent and the Board. Under no circumstances shall such credit be less than the full-time teaching experience, provided the teacher shall have taught at least three (3) out of the last five (5) years up to a cap of ten (10) years unless extended by the Superintendent and Board. In the instance where the teacher has not taught three (3) out of the last five (5) years, full credit up to seven (7) years shall be allowed. Such outside experience may include, but is not limited to, business experience, college experience, school administration, military service, and such outside experience as is determined to be advantageous to the particular teaching position. The teacher shall receive credit for a partial year's teaching position. The teacher shall receive credit for a partial year's experience calculated to the nearest one-half (1/2) teaching year. A teacher with one-half (1/2) year's experience shall receive remuneration accordingly.

Section 3: Compensation shall be paid every two (2) weeks on Friday. Teachers may elect twenty-six (26) equal pays, twenty-one (21) equal pays or twenty-one (21) pays at the twenty-six (26) pay rate with the balance to be paid on the twenty-first (21st) pay day. Those desiring the final payment on the twenty-first (21st) pay shall so designate by February 1st of each year. The first pay day will be September 5, 1986.

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.

Section 7: 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 8: If the Board assigns a 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.

Section 9: The Board shall not be held responsible for dues and fees once they have been remitted to the Association Treasurer.

Section 10: 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 XVI - SCHOOL CALENDAR

Section 1: For the two (2) years of this agreement, each school year shall consist of 184 days, of which 180 shall be student days. One 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 no later than 7:00 a.m. that school has been cancelled. 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.K.Z.O.; 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.

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

	<u>Make-Up Days</u>	
1. January Record Day (students attend in a.m.)	<u>1</u>	1
Total		
2. June Record Day (Students attend in a.m.)	<u>1</u>	2
Total		
3. Remainder of the last week of school and the week following the normal end of the school year.	<u>5*</u>	7*
Total		
*Maybe 1 or 2 days more if the scheduled year ends before Friday.		
4. Spring Recess	<u>5</u>	12
Total		
5. If additional days are needed, the Board and Association agree to negotiate the additional days.		

Section 7: Should the "snow day" legislation be changed so that the so-called "snow days" do not have to be made up, the District's snow day policy will revert back to past practice, which is described in Article VI, Section 7.

Section 8: In-service/Curriculum: Four 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, with final plans distributed by the administration at least ten (10) days before the scheduled sessions.

ARTICLE XVII - 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) for TB tests. The teacher shall pay the actual cost not to exceed \$1.00.

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.

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 XVIII - DURATION

Section 1: This agreement shall be effective as of August 20, 1989. This contract shall remain in full force and effect for a full term of two (2) years, extending to midnight, August 20, 1991. If by January 15, 1991, 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, 1991, and no later than January 15, 1991, if mailed. If hand-delivered, delivery shall be made between the period of January 1, 1991, and the close of business on January 15, 1991.

Section 2: It is understood by the Association and the Board that each team may open a maximum of twenty (20) sections in addition to Appendix "A".

Section 3: No other provisions of this contract shall be reopened unless by mutual consent of the parties.

Section 4: 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:

3-19-90

3-19-90

DOWAGIAC EDUCATION ASSOCIATION

J. J. Engle
President

Susan Peterson
Secretary

3/19/90

3/19/90

3-2-90

DOWAGIAC BOARD OF EDUCATION

Mark D. Steffens
President

Joan Lyons
Secretary

VAN BUREN COUNTY ASSOCIATION

Harold Larsen
Representative

1990-91 SCHOOL CALENDAR

August 24	Friday	New Teacher Orientation Day
August 27 & 28	Monday/Tuesday	Pre-school session for all teachers
August 29	Wednesday	First day of school for students (Grades 1 thru 12, a.m. only (Kindergarten a.m. and p.m.))
September 3	Monday	Labor Day -- No School
October		7-12 Parent/Teacher Conferences 1/2 day for students
November		K-6 Parent/Teacher Conferences 1/2 day for students
November 22 & 23	Thursday-Friday	Thanksgiving Recess
November 26	Monday	School Resumes
December 21	Friday	Winter Break begins (School closes at the regular time)
January 7	Monday	School Resumes
January 18	Friday	Teacher Record Day No school for students
January 21	Monday	Start of the second semester
February 18	Monday	Presidents'/Brotherhood Day (No School)
March		7-12 Parent/Teacher Conferences 1/2 day of school for students
March		K-6 Parent/Teacher Conferences 1/2 day of school for students
March 29	Good Friday	Spring Vacation begins (School closes Thursday at regular time)
April 8	Monday	School Resumes
May 27	Monday	Memorial Day - No School
June 6	Thursday	Last Day for Students
June 7	Friday	Last day for Teachers

3/21/90

1990-91 SCHOOL CALENDAR

August 24	Friday	New Teacher Orientation Day
August 27 & 28	Monday/Tuesday	Pre-school session for all teachers
August 29	Wednesday	First day of school for students (Grades 1 thru 12, a.m. only (Kindergarten a.m. and p.m.)
September 3	Monday	Labor Day -- No School
October		7-12 Parent/Teacher Conferences 1/2 day for students
November		K-6 Parent/Teacher Conferences 1/2 day for students
November 22 & 23	Thursday-Friday	Thanksgiving Recess
November 26	Monday	School Resumes
December 21	Friday	Winter Break begins (School closes at the regular time)
January 7	Monday	School Resumes
January 18	Friday	Teacher Record Day No school for students
January 21	Monday	Start of the second semester
February 18	Monday	Presidents'/Brotherhood Day (No School)
March		7-12 Parent/Teacher Conferences 1/2 day of school for students
March		K-6 Parent/Teacher Conferences 1/2 day of school for students
March 29	Good Friday	Spring Vacation begins (School closes Thursday at regular time)
April 8	Monday	School Resumes
May 27	Monday	Memorial Day - No School
June 6	Thursday	Last Day for Students
June 7	Friday	Last day for Teachers

3/21/90

CALENDAR CONTINUED

*First day for students will be a.m. only, with Kindergarten a.m. and p.m. sessions scheduled. For Kindergarten teachers who have both a.m. and p.m. sessions on the first day, compensatory time equal to the p.m. session will be jointly scheduled by the teacher and the building principal.

The 1990-91 calendar will follow the same format as the 1989-90 calendar, utilizing the same number of student and teacher days. The Planning Commission may change the calendar format taking into account such things as having a President's Day provided the change(s) are mutually agreed to by the Board and the Association.

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 V, Section 20, and have completed the 14th step on the salary schedule.
2. Be eligible to receive benefits under the Michigan Schöbl 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 retirees with the district.
3. 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 07/01/90 must submit the application form for benefits no later than 04/01/90. If more than five (5) eligible applicants apply for ERI benefits by 04/01/90, the five (5) with the most seniority points will be awarded benefits payable on 07/01/90. All others will be paid ERI benefits on 07/01/91.
2. Eligible teachers may apply for ERI benefits between 04/02/90 and 08/01/90, and will receive ERI benefits on 07/01/91.
3. All eligible teachers who apply for ERI benefits by 08/01/90 and whose applications are approved, will be deemed to have resigned their employment, effective at

the end of the 1989-90 school year, or at such time between the end of the 1989-90 school year and 08/01/90 as the teacher may designate.

4. Eligible teachers who do not apply for ERI benefits by 08/01/90, may apply for benefits no later than 04/01/91. As among those who apply for ERI benefits by 04/01/91, the five (5) with the most seniority points will be awarded benefits payable on 07/01/91. All others will receive their benefits on 07/01/92 and implement a mutually agreeable application, acceptance/rejection and resignation form.
5. Eligible teachers may apply for ERI benefits between 04/02/91 and 08/01/91, and will receive ERI benefits on 07/01/92.
6. All retirements/resignations will be deemed irrevocable provided the applicant is eligible and approved for ERI benefits.

BENEFITS

1. 52 Years And Under: 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. 53 Years Through 55 Years: 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. 56 Years Through 59 Years: 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. The limit of "through age 62--prior to the teacher's 63rd birthday", will be waived until June 30, 1990.

(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 XI, 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.

EFFECTIVE DATE AND DURATION

1. Because the Dowagiac ERI program is experimental in nature, the parties agree that all provisions shall expire on 08/01/91 and that neither parts shall possess any obligation to continue the program from and after the date of expiration without mutual agreement, except that the Board shall continue to be obligated to make those payments to those teachers who apply for and are accepted into the program by 08/01/91.

APPENDIX "B"
SALARY SCHEDULE

1989-90

<u>STEP</u>	<u>B.A. DEGREE</u>	<u>M.A. DEGREE</u>	<u>M.A. + 20 DEGREE</u>
1	\$ 18,821	\$ 19,664	\$ 20,366
1-1/2	\$ 19,198	\$ 20,058	\$ 20,774
2	\$ 19,576	\$ 20,452	\$ 21,180
2-1/2	\$ 19,951	\$ 20,845	\$ 21,588
3	\$ 20,327	\$ 21,238	\$ 21,997
3-1/2	\$ 20,705	\$ 21,629	\$ 22,404
4	\$ 21,081	\$ 22,024	\$ 22,810
4-1/2	\$ 21,457	\$ 22,418	\$ 23,219
5	\$ 21,834	\$ 22,810	\$ 23,626
5-1/2	\$ 22,210	\$ 23,203	\$ 24,031
6	\$ 22,586	\$ 23,598	\$ 24,441
6-1/2	\$ 23,059	\$ 24,088	\$ 24,950
7	\$ 23,527	\$ 24,581	\$ 25,460
7-1/2	\$ 24,002	\$ 25,071	\$ 25,969
8	\$ 24,468	\$ 25,564	\$ 26,477
8-1/2	\$ 24,938	\$ 26,056	\$ 26,988
9	\$ 25,451	\$ 26,547	\$ 27,496
9-1/2	\$ 25,880	\$ 27,038	\$ 28,006
10	\$ 26,351	\$ 27,530	\$ 28,512
10-1/2	\$ 26,822	\$ 28,021	\$ 29,025
11	\$ 27,292	\$ 28,512	\$ 29,532
11-1/2	\$ 27,761	\$ 29,006	\$ 30,041

SALARY SCHEDULE (Continued)

1989-90

<u>STEP</u>	<u>B.A. DEGREE</u>	<u>M.A. DEGREE</u>	<u>M.A. + 20 DEGREE</u>
12	\$ 28,233	\$ 29,497	\$ 30,551
12-1/2	\$ 28,704	\$ 29,989	\$ 31,060
13	\$ 29,174	\$ 30,479	\$ 31,568
13-1/2	\$ 29,644	\$ 30,971	\$ 32,079
14	\$ 30,101	\$ 31,462	\$ 32,587
14-1/2	\$ 30,585	\$ 31,957	\$ 33,097
15	\$ 31,056	\$ 32,446	\$ 33,605
15-1/2		\$ 32,938	\$ 34,116
16		\$ 33,429	\$ 34,624

SALARY SCHEDULE

1990-91

<u>STEP</u>	<u>B.A. DEGREE</u>	<u>M.A. DEGREE</u>	<u>M.A. + 20 DEGREE</u>
1	\$ 20,138	\$ 21,040	\$ 21,792
1-1/2	\$ 20,542	\$ 21,462	\$ 22,228
2	\$ 20,946	\$ 21,884	\$ 22,663
2-1/2	\$ 21,348	\$ 22,304	\$ 23,099
3	\$ 21,750	\$ 22,725	\$ 23,537
3-1/2	\$ 22,154	\$ 23,143	\$ 23,972
4	\$ 22,557	\$ 23,566	\$ 24,407
4-1/2	\$ 22,959	\$ 23,987	\$ 24,844
5	\$ 23,362	\$ 24,407	\$ 25,280
5-1/2	\$ 23,765	\$ 24,827	\$ 25,713
6	\$ 24,167	\$ 25,250	\$ 26,152
6-1/2	\$ 24,673	\$ 25,774	\$ 26,697
7	\$ 25,174	\$ 26,302	\$ 27,242
7-1/2	\$ 25,682	\$ 26,826	\$ 27,787
8	\$ 26,181	\$ 27,353	\$ 28,330
8-1/2	\$ 26,684	\$ 27,880	\$ 28,877
9	\$ 27,233	\$ 28,405	\$ 29,421
9-1/2	\$ 27,692	\$ 28,931	\$ 29,966
10	\$ 28,196	\$ 29,457	\$ 30,508
10-1/2	\$ 28,700	\$ 29,982	\$ 31,057
11	\$ 29,202	\$ 30,508	\$ 31,599
11-1/2	\$ 29,704	\$ 31,036	\$ 32,144
12	\$ 30,209	\$ 31,562	\$ 32,690

SALARY SCHEDULE (Continued)

1990-91

<u>STEP</u>	<u>B.A. DEGREE</u>	<u>M.A. DEGREE</u>	<u>M.A. + 20 DEGREE</u>
12-1/2	\$ 30,713	\$ 32,088	\$ 33,234
13	\$ 31,216	\$ 32,613	\$ 33,778
13-1/2	\$ 31,719	\$ 33,139	\$ 34,325
14	\$ 32,208	\$ 33,664	\$ 34,868
14-1/2	\$ 32,726	\$ 34,194	\$ 35,414
15	\$ 33,230	\$ 34,717	\$ 35,957
15-1/2		\$ 35,244	\$ 36,504
16		\$ 35,769	\$ 37,048

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.

Section 2: 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: The Board shall provide 90% of the monthly premium cost for the life of this contract of one of the following coverages under MESSA Super Care II.

- a. Insurance coverage is not automatic. Employees shall complete an official health application blank in order to obtain coverage.
- b. The variable option program shall consist of the below listed programs. Teachers may take these options in lieu of health insurance. In such cases the Board will contribute an amount up to 90% of the single subscriber rate for MESSA Super Care II.
 1. MESSA Short Term/Long Term Disability
 2. MESSA Term Life Insurance
 3. MESSA Survivor Income Insurance
 4. MESSA Dependent Life Insurance
 5. MESSA Hospital Indemnity
 6. MESSA/DELTA Variable Options I and II
 7. TAX DEFERRED ANNUITY qualified under \$401-418 of the Internal Revenue Code, as amended from time to time.
- c. If spouses are both employed by the District and covered by this contract, the Board will pay up to Full Family for one spouse and Options Only for the other spouse.
- d. It is the responsibility of the teacher to notify the business office of any change in the teacher's family dependency status within ten (10) days. Any over-payment of premiums on behalf of the teacher paid by the School District due to the teacher's failure to so notify will be billed back to the teacher if the insurance company does not refund the over-payment.

Section 4: Pay for approved summer instructional and adult education activities shall be determined by pro-rating the BA base for instructional time only. The hourly rate shall be determined by dividing the BA track up to a maximum of the Fifth Step in the same position by 1,340 hours.

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.

Section 6: The Board shall provide without cost to the employee MESSA/DELTA Dental Plan 60/60/60: (\$1,200) to all members of the bargaining unit including internal and external coordination of benefits. (All employees of the definable group are enrolled and each charged a premium including married couples within the group and those who have dental coverage through another source.)

APPENDIX "C"

EXTRA CURRICULAR COMPENSATION

Compensation will be based on the following percent figures as they relate to the various extra curricular activities.

Payment (pro rata) for full year extra curricular positions shall begin two to four weeks after written notification is submitted to the principal and approved by the superintendent.

Any new positions to be added to Appendix B, will be negotiated by the Planning Commission and the Administration.*

When Junior High positions are reinstated, the percentage will be agreed upon by the Planning Commission and the Administration.*

* Subject to final approval by the Board of Education and Association.

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

PERCENTAGE OF STEP 1 BA DEGREE SALARY

FOOTBALL

Head Coach	17.5
Varsity Assistant (2)	10.0
Junior Varsity (2)	8.5
9th Grade	8.5
7-8 Grade (4)	5.0

BASKETBALL

Head Coach	17.5
Junior Varsity	10.0
9th Grade	8.5
7-8 Grade (2)	6.5

BASKETBALL (Girls)

Head Coach	17.5
Junior Varsity	10.0
7-8 Grade (2)	6.5

WRESTLING

Head Coach	17.5
Varsity Assistant (JV)	10.0
9th Grade	6.5
7-8 Grade (2)	5.5

BASEBALL

Head Coach	10.0
Varsity Assistant	6.0
Junior Varsity	6.0

TRACK (Boys)

Head Coach	10.0
Varsity Assistant (2)	6.0
7-8 Grade (2)	3.5

TRACK (Girls)

Head Coach	10.0*
Varsity Assistant	6.0
7-8 Grade (2)	3.5
*If combined into one position	15.0

GOLF

Head Coach	6.0
7-8 Grade	2.0

CROSS COUNTRY

Head Coach	6.0
Varsity Assistant	3.0

VOLLEYBALL (Girls)

Head Coach	10.0
Varsity Assistant (JV)	6.0
9th Grade	3.5
7-8 Grade (2)	3.5

SOFTBALL

Head Coach	10.0
Junior Varsity	6.0
7-8 Grade Head	3.5
7-8 Grade Assistant	2.0

TENNIS

Head Coach	6.0
7-8 Grade Head	3.5
7-8 Grade Assistant	1.5

GYMNASTICS

Middle School	3.0
---------------	-----

SKI CLUB

Senior High	1.5
7-8 Grade	1.5

BOWLING CLUB

Senior High	1.0
-------------	-----

BAND

Senior High	17.5
Senior High Assistant	6.0
Middle School	6.0
Middle School Assistant	3.5
5-6 Grade (per program)*	0.5
*As approved by administration	

VOCAL MUSIC

Senior High	5.0
7-8 Grade	2.0
5-6 Grade (per program)*	0.5
Elementary (per program)*	0.5
*As approved by administration	

CHEERLEADERS

Senior High	6.0
9th Grade	3.5
Middle School	3.5

MAJORETTES/FLAG CORPS

Senior High	3.0
-------------	-----

YEARBOOK

Senior High	8.0
Middle School	5.0

DEPARTMENT CHAIRPERSONS

K-12 (7)	4.0
Building Level	4.0

VARSITY CLUB

Senior High (Boys)	4.0
Senior High (Girls)	4.0

STUDENT COUNCIL

Senior High	4.0
Middle School	3.0

AUDIO VISUAL

Senior High	3.0
Middle School	3.0

CLASS SPONSORS

Senior Class	1.5
Junior Class	1.5
Sophomore Class	1.0
Freshmen Class	1.0

INTRAMURALS

Senior High (3)	2.5
Middle School (3)	2.0
5-6 Grade (as needed)	2.5

AVIATION CLUB

1.0

ART CLUB

Senior High	1.5
Middle School (2)	1.5

SCIENCE CLUB

Senior High	1.5
Middle School (2)	1.5

FRENCH CLUB

Senior High	1.0
Middle School	1.0

SPANISH CLUB

Senior High	1.0
Middle School	1.0

NEWSPAPER

Senior High	4.0
Middle School	1.0

AUDITORIUM SPONSOR

4.5

CHAIRPERSONS

K-4 Grade Level (5)	4.0
K-4 Curr. Representatives (5)	4.0

CHILD STUDY COORDINATORS (3)

2.5

DEBATE

Senior High	2.5
7-8 Grade	2.0

F.F.A.

4.0

FOREIGN EXCHANGE CLUB

3.0

FUTURE TEACHERS (F.T.A.)

1.0

NATIONAL HONOR SOCIETY

Senior High	1.5
7-8 Grade	1.0

DRAMA

2 plays, 1 musical	10.0
--------------------	------

SENIOR MOTHER/DAUGHTER TEA AND
ARCH GIRLS

1.0

ACADEMIC CHALLENGE COACH

4.0

ELEMENTARY ART

K-4 (per program as approved by the administration) 0.5

5-6 (per program as approved by the administration) 0.5

6TH GRADE CAMP 2.0

ACADEMIC TEAMS 1.5

MATH COMPETITIONS 1.5

SOCIAL STUDIES CITIZENS BEE 1.5

SPELLING BEE 1.5

FUTURE PROBLEM SOLVING 1.5

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 Program Steering Committee including equal number of members of the Association (appointed by their Association) and representatives of the Board will exist. 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.

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.

- a. The Association Designee and principal will be on the Site-Based Committee 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.
- b. Teacher membership will be voluntary (except Association designee) elected by a majority vote of the staff in the building.
- c. Decisions of the committee will be reviewed at the end of each school year, 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.

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

Membership of the School Improvement Steering Committee will be established by June 1, 1990. However, due to the many professional activities already occurring throughout the District, the Committee will convene in the summer of 1990 to establish the guidelines (framework). Association members participating in this endeavor will be compensated in a manner consistent with previous professional development/curriculum summer work. The rate of pay will be determined and communicated in advance to all staff members.

The formal school improvement process will not be implemented until teams are selected and training has been initiated following the development of the central steering committee.

However, data collection, surveys, etc., may be conducted in order to lend assistance to any planning and development of curriculum or issues considered by the Building Advisory Committee.