

Professional Negotiations Agreement

Between

The Dryden Community School District

And

The Dryden Education Association

July 9, 2018
To
June 30, 2019

Agreement

This Agreement is entered into by and between the Dryden Community Schools Board of Education (hereinafter referred to as the Board) and the Dryden Education Association/MEA (hereinafter referred to as the Association).

ARTICLE 1

Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certified personnel, whether under contract, on leave, employed or to be employed by the Board, excluding Superintendent and principals.

The term "teacher" when used hereinafter in this Agreement, shall refer to all employees in the bargaining unit as defined above.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE 2

Board of Education Rights

There is reserved exclusively by the Board all responsibilities, powers, rights and authority vested in it by the laws and the Constitution of the State of Michigan and the United States, or which have been heretofore properly exercised by it, except where expressly and in specific terms limited by the provisions of the Agreement.

ARTICLE 3

Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted activities for the Association's mutual aid and protection. The Board agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of the teacher's membership in the Association, participation in any activities of the Association or collective bargaining with the Board, or the institution of any

grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher, rights the teacher has under the Michigan School Code or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms before the commencement of the school day, nor until 6 p.m. In case of conflict, a room would be designated by the Superintendent.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Association shall have the right to use school facilities and equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. The Association shall have the right to post notice of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. No notices shall be posted on student bulletin boards.

The Association may use the district mail service and teacher mailboxes for communications to teachers.

No teacher shall be prevented from wearing insignia, pins or their identification of membership in the Association, either on the premises or when representing the District off school premises, provided the wearing of such items does not create a disruption.

- G. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all items that are of public record such as annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), reports, census and membership data, names and addresses of all teachers, agendas and minutes of all Board meetings, treasurer's reports and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- H. The Board shall, at its option, consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy which are proposed or under consideration and the Association shall be given the opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

- I. The provision of this Agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status.
- J. The Association will be granted a total of ten (10) days per school year for the purpose of attending Association conferences. The Association will reimburse the district for the cost of substitute teachers. Requests for such time will be submitted, in writing not less than fourteen (14) calendar days in advance, to the Superintendent.
- K.
 - 1. A copy of written materials, other than confidential recommendations that are placed in the teacher's personnel file, shall be given to the teacher at the time they were written. With the exception of written materials covered by the prohibited topics of bargaining in Section 15(3) of the Public Employment Relations Act (i.e. evaluations, observation reports, individual development plans, disciplinary letters, or items related to assignments including layoff or recall, etc.), if the teacher disagrees with any material placed in the file, the teacher may submit a complaint through the grievance procedure. By means of the grievance procedure the teacher may receive adjustment if cause is shown and have the material corrected or removed.
 - 2. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file with the exception of confidential documents originating from an outside source (e.g., confidential letters of recommendation). A representative of the Association may, at the teacher's request, accompany the teacher in this review.
 - 3. Any information within a teacher's file may be removed by the principal or the Superintendent.
 - 4. Any complaint made against a teacher about a student's conduct while that student was under the direct supervision of the teacher, by parents, students, or others, shall be promptly called to the attention of the teacher.

ARTICLE 4

Payroll Deduction

Upon appropriate written authorization from the teacher, the district shall deduct from the salary of a teacher, and make appropriate remittance for annuities available through the Business Office, credit unions, savings bonds, or any other plans or programs available through the Business Office.

ARTICLE 5
Teaching Hours and Class Load

- A. Teachers shall normally work a seven (7) hour and fifteen (15) minute work day. Within the work day all teachers shall be entitled to thirty (30) minutes duty-free lunch period. Teachers may leave the building at lunch to take care of legitimate, personal business. Teachers are required not to return late.

Teachers will make arrangements with parents who request to meet outside of the normal work day.

- B. 1. Each secondary teacher shall have one conference/preparation period per day. The conference period shall be equal in time to one teaching period.
2. Without notice to and consent of the Association and the individual teacher, no elementary teacher may be assigned to more than an average of 1680 minutes per week of student instructional time. Each elementary teacher shall receive on the average at least two hundred (200) minutes of conference/preparation time during a normal work week. In the event an elementary teacher is not assigned to teach a period (*i.e.*, art, music, library, recess, cafeteria duty, etc.) the unassigned teacher will utilize that time as additional conference/preparation time.
- C. 1. The responsibilities of all teachers during a conference/preparation period include areas such as preparation of lessons, meeting with parents, students, administrator(s), teacher(s) and other job-related duties.
2. Teachers are required to remain in their respective buildings during their conference/preparation period unless excused by their building administrator.
- D. In an emergency a teacher may be assigned to substitute for another teacher during their conference/planning period. A teacher assigned under these circumstances, shall be paid for the period at the rate of \$25.00 per clock hour.
1. It is agreed that the assignment of an extra class will be made after the Administration has exhausted all other alternatives.
2. It is agreed that the assignment of an extra class would be eliminated as soon as possible.
- E. If a teacher shall teach more than the normal teaching load, as set forth in this Article, the teacher shall receive additional compensation at the teacher's prorated pay.
- F. If it should be essential, with the consent of the administration, that a teacher be engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any grievance, mediation, or arbitration, the teacher shall be released from regular duties without loss of salary.

- G. Substitutes may be provided for teachers attending I.E.P.s held during the school day to accommodate parents. Any teacher involved in the “mainstreamed” program will participate in an I.E.P.C. relative to their student’s program. Such release shall not infringe upon regular prep time unless no other alternative is available. Teachers shall be compensated at \$25.00 per clock hour for participation in I.E.P.C.s, response to intervention meetings and 504 meetings held outside of the regular school day.
- H. In the event that any provision(s) of this Agreement restricts the Board from meeting State requirements for professional development days, holiday break periods and/or instructional hours/instructional days, the Superintendent and the Association President will meet to attempt to mutually agree to necessary changes to assure compliance with State requirements and avoid State aid penalties. Any agreement will not result in added salary cost to the Board. If no mutual agreement can be reached, the Board will institute a temporary compliance plan while discussions continue.

ARTICLE 6

Teaching Conditions

- A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.
- B. It is recognized by the Board that teacher-pupil ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes at an acceptable number, taking into consideration students learning abilities, mastery of skills, the availability of qualified teachers, and the best interests of the district, as deemed administratively feasible.
- C. The administration will try to keep within the maximum ratios, namely:

	<u>Maximum</u>
Kindergarten pupil ratio	1:30
Elementary teacher-pupil ratio (excludes Band)	1:35
Multiage room teacher-pupil ratio	1:27
Secondary (Excludes vocational, science, music and band)	1:35
Vocational teacher-pupil ratio	1:25
Laboratory science teacher-pupil ratio	1:25
Computers/art	1:35

- D. A multiage room shall consist of no more than two grade levels at elementary level or two subject areas at the high school.
- E. Prior to, or within the first week of school and no later than the fourth Friday, if the number of students in a given classroom exceeds the maximum (numbers determined by student count and E1 weighting factors) stated in Article 6, Section C, a conference will take place between the affected teacher and principal to work out a solution to the problem. Solutions will include, but are not limited to the following:
1. Rescheduling to equalize classroom loads. To the extent possible, classes shall be equalized in numbers. Weighting will be utilized when equalizing classroom loads. The following weighting schedule will be utilized:

<u>Student Category</u>	<u>Weighting Factor</u>
Learning Disabled	1.5
Physically Impaired	1.5
E.I.	2.5
E.M.I.	2.5

- * The weighting provision may be modified in specific cases if the affected teacher(s), administration, and the Association agree. Any such waiver will be valid for up to one school year.
 2. Additional equipment and materials to aid teacher in meeting the needs of students.
 3. Other mutually agreeable solutions.
- F. Throughout the year as new students are added, class size loads will be equalized to the extent possible, consistent with Article 6, Section E.
- G. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The Board will attempt, within its financial resources, to provide for all teachers, all teaching and clerical materials which the Board now provides, and to keep the schools reasonably equipped, maintained and staffed.
- H. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being. Teachers shall immediately notify their building principal of any unsafe classroom and/or building condition. The administration shall make every effort to correct the situation as soon as possible.

ARTICLE 7

Duties and Responsibilities of Teachers

- A. Teachers should take a responsible attitude toward children in the halls, especially between classes, before school, during lunch period and after school.
- B. Teachers will be expected to maintain positive professional attitudes toward community-school organizations.
- C. 1. Staff Meetings: There shall be one (1) mandatory building-wide staff meeting for teachers each month conducted for the specific needs and general welfare of this school system and are not to be used for committee work. These meetings will be called by the principals and/or Superintendent at such times as deemed necessary, and will be limited in number and duration so as to be considered reasonable with respect to the normal and proper items of business which must be discussed in order to function properly as a school system. Principals and teachers shall meet prior to Fourth Friday to determine the time of day at which these meetings are to be held.
- 2. Additional Staff Meetings: In addition to normal staff meetings, the principals and/or Superintendent may schedule a maximum of five (5) hours for all staff meetings per school year beyond their normal staff meetings. In the event additional meetings are needed beyond those set forth in Section C. 2, the staff will be reimbursed at the rate of \$25.00 per clock hour. The administration will give reasonable prior notification to the staff of any scheduled meetings staff is expected to attend.
- D. It shall be the responsibility of teachers to request a substitute when absent on sick leave, and one and one-half (1½) hours before school starts so that they have adequate time to secure a substitute.
- E. It shall be the responsibility of the individual teacher to secure the academic training and present the credentials that would enable the administration to verify proper continuing certification of the teacher.
- F. The Board may require a teacher to submit to a medical or psychological examination. Examination requested by Board will be paid for by the Board if not covered by the health care plan. Notices for examination will be given as far in advance as possible. The Board, subject to the terms of the Tenure Act, may place a teacher on involuntary leave.
- G. Elementary teachers will not be assigned playground duties unless on a voluntary, paid basis.

ARTICLE 8

Illness, Disability and Personal Leave

- A. 1. At the beginning of each school year, each teacher shall be credited with a twelve (12) day sick leave allowance, two of which may be used as personal days. Sick days may

be used for an absence caused by illness or physical disability of the teacher or immediate family (husband, wife, children, or parents).

2. A first year teacher who leaves the employment of the district prior to completing one semester and who has utilized more than five (5) sick leave days will be docked the days in excess of five.
3. The unused portion of such allowance shall accumulate from year to year. With cash repayment, the money will go toward the district. The days that the money represents will go back to the Sick Bank.
4. Upon severance or retirement, a teacher will receive forty (\$40) per day for all accumulated sick days, provided the teacher has at least ten (10) years of continuous service to the Dryden Community Schools. Continuous service shall be defined as unbroken services as a teacher. Leaves and lay-offs do not constitute a break in service. However, time spent on lay-off or unpaid leave does not count as service time.

Except as set forth herein, eligible teachers must complete the school year and submit a resignation by February 1 in order to qualify. In the event the state institutes an improved retirement package or the Board offers a local retirement incentive after February 1, the teacher will qualify for payment.

All funds paid out under Section 4 will be paid exclusively into an IRS qualified 403(B) plan. The parties designate MEA Financial Services/Paradigm Equities Plan as the sole plan administrator. There will be no costs charged by the MEA financial services to the district in implementing and maintaining this plan.

B. Sick Leave Bank: A sick leave bank is established and will continue to function under the following provisions:

1. The purpose of the sick leave bank is to provide income protection for a teacher during a period of involuntary absence due to personal illness or disability not covered by workman's compensation or some other form of disability insurance.
2. The sick leave bank will be administered by a committee established by the Association.
 - a. The Sick Leave Bank Committee may review an applicant's attendance record and other information it deems relevant.
 - b. By a majority vote of the Sick Leave Bank Committee, paid leave bank days may be denied.
 - c. Should any request for sick leave days be denied by the Sick Leave Bank Committee, the decision may be appealed to the Association Executive Board. The decision of the Executive Board shall be final and in no way subject to the grievance procedure.

3. A teacher must use all their accumulated sick leave before requesting a loan of days from the bank.

Before any days are paid from the bank, the teacher will be required to sign an individual contract acknowledging by way of illustration 1) the obligation to repay the loan, 2) an acknowledgement that the debit is binding upon his/her estate and 3) the district's right to attach a lien to the property of the teacher in the event of a default on payment.

In the event the teacher does not return to work and separates employment, the loan will remain due and payable at the rate of \$100 per day. This same repayment requirement will apply to a teacher who does return and then later separates employment before the loan is repaid.

In the event of the death of a teacher before the loan is repaid, the requirement to repay the balance of the loan is waived.

4. All new teachers must donate two (2) sick days at employment.

Days approved from the sick leave bank are considered to be a loan. Until the loan is repaid, no further days will be granted from the bank. Upon return and each year until the loan is repaid, the teacher will only receive four (4) sick leave days under Article 8(A).

5. An individual may withdraw the number of days from the sick bank to such time as the individual qualifies for long-term disability benefits.
6. Application for Sick Leave Bank - To participate in the Sick Leave Bank, a teacher must:

- a. Secure application forms from a Sick Bank Committee member or designee.
- b. Complete both the personal application form and the D.E.A. physician's statement. The application forms and physician's statements will be retained by the district. The district does reserve the right to request additional information.
- c. Return the forms to the Sick Bank Committee member or designee.
- d. Complete the above as quickly as possible, as the committee must be convened to act on the application and the Payroll Office needs time to process the application to make payment.
- e. A new personal application and Physician's Statement may be required after thirty (30) calendar days.

- C. A teacher who is receiving Workers' Compensation while using paid sick leave shall pay to the district an amount equal to benefits received under Workers' Compensation and shall have their use of sick days reinstated on a proportional basis (*i.e.*, Workers' Compensation equals twenty-five percent (25%) of a days pay - $\frac{1}{4}$ of a sick day is unused).

- D. Teacher will not have personal business and/or sick days (accumulated personal or Sick Bank days) deducted when school is closed on an "Act of God Day".
- E. Each teacher shall be entitled to bereavement leave, without loss of pay, in accordance with the following schedule:
1. Five (5) days for the death of a spouse, child, parent, or guardian. It is recognized that certain relationships of family not set forth above, may, due to individual and personal consideration, justify granting of such days. The principal will decide on the validity of this request).
 2. Three (3) days for the death of a mother-in-law, father-in-law, brother, sister, grandparent, brother-in-law, sister-in-law, grandchildren, or step-relatives of like nature.
 3. If necessary, up to seven (7) additional days may be used for bereavement leave and shall be deducted from sick leave.
 4. One day maximum during each school year for the death of a friend or relative
- F. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one year and the leave shall be renewed each year upon written request by the teacher and approval of the Board. Insurance benefits will continue upon commencement of the unpaid medical leave through August of the current school year, or six (6) months, whichever is longer. Such payments will not be required where the premium payments are assumed under the long-term disability plan.
- G. All full-time, regular teachers covered by this Agreement shall be entitled to not more than two (2) days personal business leave during each school year without loss of pay.

Personal business days may be used at the discretion of the teacher. A teacher planning to use a personal business day shall notify the administration at least five (5) days in advance of the anticipated absence. Personal business leave must be applied for in writing. In cases of emergency, the five (5) day advance notice may be waived upon the Superintendent's approval. If more than two teachers apply for personal business days on the same stated date, the administration reserves the right to review the request and approve or deny such request based on the availability of substitutes. The teacher that submitted their request first will be granted the day unless the parties mutually agree otherwise.

Teachers will state the reason for a personal day that is to be used on the day preceding or following a holiday or vacation period. Such days may be granted at the discretion of the Superintendent.

- H. Civic Duty: A teacher called for jury duty, to give testimony before any judicial or administrative tribunal, or to participate in a civic duty, shall be compensated for the difference between the teaching pay and the pay received for performance of such obligation (excluding

mileage). The teacher will receive their regular pay for the day(s) and will endorse their pay for performance of such obligation to the district.

- I. All teachers will be allowed one day or more to attend a conference or day of observation related to their field of teaching and is subject to the approval of the administration.
- J. An unpaid leave of absence shall be granted to any teacher for the purpose of childcare. For the purpose of this Article, the object child of the leave must be:
 - 1. A newborn infant and/or pre-natal, or
 - 2. A newly adopted child, or
 - 3. Suffering from a critical, crippling, or terminal illness or disability as certified by a physician.
 - 4. Said leave shall commence upon request of the teacher. It is further provided that:
 - a. A pregnant teacher may commence said leave at her option anytime after the confirmation of pregnancy by her doctor. Said leave may commence following the use of disability benefits at the option of the teacher.
 - b. The teacher may terminate the leave anytime after the birth of the child in the event of death of said child, provided that the teacher is physically able to perform their teaching responsibilities.
 - c. The initial leave shall be for a period of up to and including one complete school year. The leave may be extended for up to one additional year, upon written request of the teacher and with the approval of the Board.
- K. The Board may grant a leave of absence for reasons other than those indicated. Application for a leave of absence must be presented, in writing, to the Board not later than July 1st, preceding the academic year in question, except in cases of emergency or leaves covered by the FMLA.
- L. Teachers on an unpaid leave of absence shall retain previously accumulated sick days, tenure status and position on the salary schedule.

M. Return from Leave

- 1. Except as set forth in Section F above, the maximum duration of any approved unpaid leave under this Agreement will be one (1) year.

The position of a teacher on a paid or unpaid leave of any kind under this Agreement, will be filled by a substitute from outside of the bargaining unit.

With the exception of a teacher whose leave extension is granted under Section F, any teacher who does not return, the teacher will be terminated.

2. A leave of absence may be terminated prior to its expiration, upon request of the teacher and approval of the Board.

ARTICLE 9

Academic Rights and Responsibility

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere that is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional educational responsibility.
- C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.
- D. Academic freedom, however, is not to be construed as a license to promote ideas and activities which are contrary to the moral religious and political mores of the community. Subjects and activities which are known to be of critical nature must be discussed with the Superintendent or Principal prior to their introduction to the students.
- E. Teaching methods, subject areas and class activities that create unrest in the community will be reviewed by the Administration and a committee of teachers.

ARTICLE 10

Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations and directions from time to time, adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The Association will use its best efforts to encourage professional behavior by all teachers.
- C. A teacher shall at the time be entitled to have present a representative of the Association when being disciplined or when involved in an investigatory proceeding that s/he believes could lead to discipline of her/him. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Given

the statutory prohibition in Public Act 103 of 2011, any grievance filed claiming that such rights were not afforded cannot result in the reversal or amendment to any action taken as a result of the investigation.

ARTICLE 11

Extra-Curricular Vacancies

- A. All vacancies for extra-curricular positions shall be distributed via e-mail for at least ten (10) school days before the positions are filled.
- B. The Board declares its support of a policy of filling such vacancies with the most qualified candidate, whether internal or external, to the bargaining unit.

ARTICLE 12

Miscellaneous Provisions

- A. An individual contract between the Board and a teacher shall be subject to and consistent with the terms of this or subsequent Agreements executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Copies of this Agreement are available on the district's web site. Successor agreements will be posted on the web site within ten (10) business days of securing signatures on a ratified successor agreement.
- D. No new or presently employed teacher will be assigned a position on the salary schedule to which the teacher is not entitled. If an assignment to the salary schedule is found to be in error, reimbursement to the district, or additional compensation to the teacher shall be made within a reasonable length of time. The DEA will appoint a committee to work with the administration to assure accuracy of the contract issued.
- E. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement, in writing, between the parties during the term of this contract. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may, from time to time, arise of vital, mutual concern of the parties that have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate on arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- F. Use of buildings for regular extra-curricular activities before and after school, in the evenings, or on Saturday will be allowed, consistent with the district's building use policy and this will be facilitated by a reasonable, recorded system of issuing keys and priorities. Teachers and student organizations will be responsible, as directed by the administration, when using the building for extra-curricular activities.
- G. Should Acts of God require the cancellation of school, the determination of cancellation will normally be made by 6:00 a.m., or as soon as feasible. The district will disseminate information relative to the system for staff notification annually and of any changes made during the year.

Should the Board be required to schedule an additional teacher work day(s) and student instructional day(s) to meet the State of Michigan requirement for student instructional days when a previously conducted required work/instructional day worked by the teacher is disallowed by the State, the teacher shall be paid an additional day's salary. If a teacher works a partial day that is disallowed by the State, he/she shall be paid for the portion of the day worked. On days when teachers are not required to be in attendance when school is closed to students, and when said days are required to be made up in order to fulfill the state requirement, teachers will work the day(s) without additional compensation.

Teachers will not be required to be in attendance when the school is closed to students due to adverse weather or mechanical failure.

On days the administration shall delay the start of classes at some or all buildings, for whatever circumstances, work hours will be delayed the same amount of time.

On days the administration releases students early because of weather conditions, teachers shall be released as soon as students have left the building.

On days when a single building is closed for particular problems at that building, teachers shall be released as soon as students have left the building.

- H. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- I. Each teacher shall be entitled to apply for up to two professional development days. Both days shall be subject to prior approval by the Superintendent.

Teachers attending approved professional development activities which take place on weekends or when school is not in session will be provided with forty-five dollars (\$45.00) credit to be used for classroom supplies.

Funds for professional development activity under Section I shall be provided at a rate of up to \$150 per teacher. Additional requests based upon special needs will be considered by the Superintendent.

J. MENTOR TEACHERS

1. Each teacher in his/her first (3) years in the classroom shall be assigned a mentor teacher by the administration. The mentor teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
2. The mentor teacher shall not be a probationary teacher.
3. Participation as a mentor teacher shall be voluntary. If the assignment is accepted, it is for the entire three (3) year period unless authorized by the Superintendent.
4. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification.
5. The mentor/mentee relationship is confidential except in matters pertaining to suspected child abuse/neglect or imminent physical threat to another.
6. If necessary, the administration shall make available release time so the mentor teacher may work with the mentee in his/her assignment during the regular workday. Where possible, the mentor teacher and mentee shall be assigned common preparation time. Compensation will be paid to mentor teachers as follows:

\$300 mentee's first year

\$200 mentee's second year

\$100 mentee's third year

- K. When the district receives any stipends from a university or other entity for a teacher serving as a supervising teacher or performing some other function, an amount equal to the stipend will be credited in the teachers supply account.
- L. The primary function of the teacher is to provide instruction and general care to all students in the school environment. When health care needs or custodial needs (i.e., invasive medical services) routinely require adult assistance, the IEP or 504 Plan will designate an appropriate adult other than the teacher to routinely fulfill these needs. Exceptions may be granted if the member of the bargaining unit volunteers to fulfill this role.
- Medically fragile is defined as those with complex healthcare needs that are extremely disabling or life threatening and which require specific prescribed procedures and/or specialized technological health procedures for life and/or health support.
- M. There will be a District Department Chair in each of the four core areas, English, Math, Science and Social Studies, appointed by the Superintendent. Compensation will be \$700.00 for each.

Responsibilities may include:

1. Lead department meetings (3 times a year and PLCs)
2. Instructional Rounds - Visit classrooms/walkthroughs to look for best practices
3. School Improvement goals, complete school improvement reports, agendas, progress monitoring

ARTICLE 13

Grievance Procedure

- A. A grievance is a claim by a teacher, group of teachers, or the Association that there has been a violation or misapplication of any provision of this Agreement which may be processed as a grievance as hereinafter provided.
- B. Level I: A grievant may invoke the formal grievance procedure on the form set forth in Appendix D, signed by the grievant and/or a representative of the Association, which form shall be available for the Association Representative in each building. If a grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by the Superintendent. All grievances must be filed within ten (10) school days of the alleged grievance, or reasonable discovery thereof. Days shall be defined as weekdays during the summer (excluding holidays). Within five (5) school days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate the disposition of the grievance, in writing, within five (5) days of such meeting, and shall furnish a copy thereof to the Association.
- C. Level II: If the grievant or Association is not satisfied with the disposition of the grievance at Level I, or if no disposition has been made within five (5) school days of such meeting (or, ten (10) school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent within ten (10) days. Within five (5) school days the Superintendent or his designee shall meet with the Association on the grievance and render a decision, in writing, within five (5) school days of such meeting and shall furnish a copy thereof to the Association.
- D. Level III: If the Association is not satisfied with the disposition of the grievance at Level II or if no disposition is made within five (5) school days, the grievance may be submitted to arbitration before an impartial arbitrator. The Demand to Arbitrate with the American Arbitration Association must be submitted within thirty (30) school days of receipt of the Superintendent's disposition. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding.

The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground, or to rely on any evidence not previously disclosed to the other party.

The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The arbitrator shall have no power to establish salary scales or interpret statutes or issue a ruling on any matter for which a statute provides an administrative procedure for seeking remedy (i.e. Tenure Act).

The parties may mutually agree to submit a grievance to mediation through the Michigan Employment Relations Commission. If agreed, the parties will address the timeline for the potential submission of a demand to arbitrate with the American Arbitration Association if mediation does not resolve the grievance.

- E. The fees and expenses of the arbitrator shall be shared equally by the parties.
- F. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term, or as soon thereafter as possible.
- H. If an individual teacher has a personal complaint the teacher desires to discuss with a supervisor, the teacher is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association Representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE 14

School Improvement

- A. The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in MCL 380.1277.
- B. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail, unless restricted as a prohibited subject of bargaining under the Public Employment Relations Act.

Requests for exceptions to the contract, board policies or administrative rules are to be directed in writing to the Superintendent with copy to the Association President.

ARTICLE 15

Duration of Agreement

This Agreement shall be effective upon ratification by the parties, and shall continue in full force and effect until June 30, 2019. Notice from either party will suffice for the purposes of bargaining a successor Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on this day and year specified above:

DRYDEN BOARD OF EDUCATION

By: _____

Board

By: _____

Board

DRYDEN EDUCATION ASSOCIATION

By: _____

Association

By: _____

Association

SCHEDULE A
SALARY SCHEDULE and FRINGE BENEFITS

DRYDEN COMMUNITY SCHOOLS

2018-2019

			MA or		
Step	BA/BS	BA/BS +20	BA/BS +30	MA + 15	MA + 30
1	\$ 33,312	\$ 35,225	\$ 37,338	\$ 39,577	\$ 41,953
2	\$ 35,225	\$ 37,250	\$ 39,577	\$ 41,953	\$ 44,472
3	\$ 37,250	\$ 39,391	\$ 41,953	\$ 44,472	\$ 47,139
4	\$ 39,391	\$ 41,656	\$ 44,472	\$ 47,139	\$ 49,965
5	\$ 41,656	\$ 44,050	\$ 47,139	\$ 49,965	\$ 52,967
6	\$ 44,050	\$ 46,585	\$ 49,965	\$ 52,967	\$ 56,144
7	\$ 46,585	\$ 49,266	\$ 52,967	\$ 56,144	\$ 59,510
8	\$ 49,266	\$ 52,099	\$ 56,144	\$ 59,510	\$ 63,083
9	\$ 52,099	\$ 55,093	\$ 59,510	\$ 63,083	\$ 66,867
10	\$ 55,093	\$ 58,262	\$ 63,083	\$ 66,867	\$ 70,881
11	\$56,200	\$ 59,433	\$ 64,351	\$ 68,211	\$ 72,305

Teachers will receive step increases and lane changes.

- A. 1. Credit will be given on the above only for graduate hours that are in the education field or an academic area related to the subject areas taught in the Dryden Community Schools and approved by the Superintendent.

Except as provided herein, the hours must be completed at or transferred to an institution accredited by the Higher Learning Commission. With prior approval, credits taken from Michigan institutions with an education program may be accepted by the Superintendent.

Graduate hours in addition to those required for a Masters' Degree will be credited toward the MA+15 schedule. Advancement from the MA+15 level to the MA+30 level will only be allowed for hours taken following completion of the M.A. Degree.

2. Teachers under contract will be moved horizontally at the start of the school year and on the last Friday in January.
- B. The step placement of new teachers on the salary schedule will be discretionary with the district. Prior public school service will not necessarily be granted. For recruiting purposes, a

teacher may also be placed beyond the teacher's year(s) or prior public school service. Decisions under Section B will not be subject to the grievance procedure.

C. Longevity:	12 years	1%*	20 years	3.0%*
	15 years	2%*	25 years	3.5%*

* % is of the teacher's placement on salary schedule.

Service shall be defined as time worked as a teacher of Dryden Community Schools (need not be continuous) with 36 weeks worked being equal to one year of service. Service time will be frozen during period of layoff and unpaid leaves. Prior service for teachers who leave the employment of the district and are rehired, will not be counted.

Longevity pay shall be included in an employee's salary following completion of the years specified (*e.g., 15 years longevity paid in the 16, 17, 18, 19 and 20 years*), even when such completion occurs during the school year.

D. Teachers may elect between 21 or 26 pays - 27 pays may be required in certain years rather than 26.

E. Fringe Benefits

Insurance protection: The Board shall provide the following insurance benefits to all full-time teachers.

1. Plan A

- a. Blue Cross Blue Shield Simply Blue PPO with \$3,000/\$6,000 deductible and 0% coinsurance.
- b. LTD-Plan I, $66 \frac{2}{3}$ of Maximum eligible salary
90 calendar days - modified fill elimination period
Maximum monthly benefit \$5,000
Maximum eligible monthly salary \$7,500.00
COLA No
Family social security offset
Alcohol/drug same as other illness
Mental/nervous same as any other illness
5% Minimum payout
Pre-existing limits waived
- c. Dental Plan - 80/80/80, \$1,000 Annual Max
80: \$1,300 lifetime max
Two Cleanings per year
No adult orthodontics
- d. Negotiated life - \$45,000 with AD&D
- e. Vision

The district's maximum monthly contribution toward the hospitalization plan will be as follows. The limits include the premium and annual in-network deductibles.

Hospital/Medical

Full Family	\$1,250.00
Two Person	\$ 916.66
Single	\$ 458.33

non-medical (all plans---Plan A only composite)

Full Family	\$ 202.34
Two person	\$ 132.83
Single	\$ 86.33

If at any point in time during the term of this Agreement the actual premium exceeds the above figure for Plan A, the parties will reconvene at the request of the Association to discuss options available to reduce or eliminate the amount required out-of-pocket for monthly premiums.

Any amounts in excess of the District's contribution will be payroll deducted as a condition of this Agreement under a qualified Section 125 plan.

The Section 125 plan will contain a flexible spending plan that will minimally afford for payroll deductions for annual deductibles.

2. Plan B

- a. LTD-same as above
- b. Dental Plan
- c. Negotiated life - \$50,000with AD&D
- d. Vision
- e. Dependent Life - \$10,000/\$5,000
- f. Up to four hundred dollars per month. To provide this cash option the Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount of cash received may be applied by the teacher toward a tax-deferred annuity. To elect a tax-deferred annuity, the teacher shall enter into a salary reduction agreement.

3. Part-time teachers will be provided with the following prorated benefits:

- (1) Health; life insurance (\$45,000 with AD&D); Dental Plan 50/50/50: \$1,000 annual max, 50: 1000 lifetime max; Vision; LTD described in E1b above; or

- (2) Dental Plan 80/80/80: \$1,000 annual max, 80: \$1,300 lifetime max; Vision; life insurance (\$45,000 with AD&D); LTD insurance described in E1b and prorated cash option (E.2.f)

Those teachers who are ineligible for medical benefits may enroll by assuming the cost themselves.

Pro-rations described in E3a will be based on the number of classroom duty hours and number of months worked, if the teacher pays the remaining costs and is eligible for the coverage.

- F. With prior administrative approval, teachers required, in the course of their work, to drive personal automobiles, shall receive a mileage allowance at the IRS allowable rate. The same allowance shall be given for administrator-approved use of personal cars for field trips or other business of the district and for those assigned to more than one building. Such use of personal automobiles for school-related business shall be in accord with pertinent Board policy and administrative rules.

SCHEDULE B

Dryden Community Schools
Athletic/Non Athletic Extra Duties

SCHEDULE B SUPPLEMENTAL/CLUB CRITERIA

Dryden Community Schools encourages student participation in extra-curricular activities in a variety of areas, including clubs, academic groups, and numerous others. This involvement is intended to further supplement and enrich the student experience, offering opportunities to explore interests, become involved, have quality social experiences, and attain valuable leadership, teamwork and organizational skills. Dryden believes that these experiences will also enhance student/teacher relations, building trust and a desire to achieve which help increase student achievement and development of the whole child.

In order to continue offering activities which will provide a rich variety of experiences for students, the criteria below will be used for establishing which activities are offered within the resources available. Prior to each school year in which the club will operate, the following information must be completed and approved as part of the overall offerings:

1. Club/Activity Name
2. Description of Club/Activity Purpose: A club constitution or document clearly stating purpose that supplements or enriches the regular curriculum
3. Number of Students Anticipated/Enrolled
4. Number of Meetings Scheduled: Provide a meeting schedule
5. Scheduled Meeting Time Length: Provide a meeting schedule
6. Is This Activity a Supplement to a Class?

7. Visibility/Impact (Number of competitions, concerts, publications)
8. Plan for Financial Expenses and Support: Fundraising, etc.
9. Facility Needs
10. Transportation Requirements and Associated Costs (if applicable)
11. Material, Equipment, Supply Needs and Related Costs
12. Fees Associated with the Activity

If approved and the club/activity is run, at the end of the year, the sponsor will submit a summary of meetings/activities/concerts/competitions held (or publications, etc.), along with the student sign in information. This information will be used to confirm payment, as well as determine status for the next school year.

The responsible administrator will review the summary to determine if the criterion was met for the activity. This will ensure accountability and maximum value to the students.

Minimum Criteria for All Clubs/Activities will be as follows:

- Minimum commitment of specified hours for any club/activity
- Minimum number for students in regular attendance or will require administrative waiver for less students
- Participation in applicable outside competition(s), activities, or culminating exhibition
- Promotion of club/recruitment of members
- Fundraising, as applicable
- Clubs require student sign-in sheets for meetings
- At the end of the school year, the sponsor will provide a summary of meetings/activities/concerts/competitions held (or publications, etc.), along with student sign in information. This information will be used to determine payment, as well as status for the next school year.

Dryden Community Schools Club/Activity Information Form

BUILDING:

CLUB/ACTIVITY NAME:

STAFF/INDIVIDUAL MAKING REQUEST:

PURPOSE OF CLUB/ACTIVITY: Please list or attach the club constitution or document which clearly states the purpose that supplements or enriches the regular school curriculum.

NUMBER OF STUDENTS ANTICIPATED:

MEETING/PRACTICE SCHEDULE (Planned Dates & Times): (may attach or list)

ACTIVITIES/COMPETITIONS PLANNED: (may attach or list)

PLAN FOR FINANCIAL EXPENSES, SUPPORT/FEES, NEEDS OF PROGRAM, ETC.:

With the approval of this document, it is the intent that the club/activity will be approved for the upcoming school year. It should be noted that all club/activities are subject to budget/district review and may be adjusted as necessary. Anticipated stipend will be subject to review based on number of students, participation and fulfillment of responsibilities.

Anticipated Stipend Amount (as outlined in Schedule B):

Staff Member(s)/individual(s) Assigned:

Staff Member(s) Signature

Date

Building Administration Approval

Date

Evaluation of Club/Activity

Stipend Approval Amount:

Date:

Staff Member(s)

Recommendation for Continuance of Club/Activity: Yes/No

Building Administration Approval

Date

EXTRA-CURRICULAR SPONSORS – ANNUAL APPRAISAL			
Organization:			
Sponsor:			
School Year:			
1. The sponsor has set clear goals for the organization or activity or has articulated and followed the objectives that were previously set.	S	U	NA
2. The sponsor provides leadership that results in worthwhile outcomes for student members or participants.	S	U	NA
3. The sponsor maintains satisfactory relationships with students, parents and colleagues	S	U	NA
4. The sponsor maintains appropriate communication with parents, colleagues and building administration.	S	U	NA
5. The sponsor completes necessary transportation arrangements in advance, and maintains control of students while traveling.	S	U	NA
6. The sponsor assures that students are supervised appropriately at all times.	S	U	NA
7. The sponsor completes and submits all required paperwork in a timely manner.	S	U	NA
8. The sponsor assures that all fundraising procedures comply with district policies and procedures.	S	U	NA
9. The sponsor assures that all financial transactions are handled according to administrative guidelines.	S	U	NA
10. The sponsor sees that all equipment and supplies are turned in.	S	U	NA
INCLUDE COMMENTS ON REVERSE AS NECESSARY			
SIGNATURE OF EVALUATOR		DATE:	
SIGNATURE OF SPONSOR(S)		DATE:	

<u>Athletics</u>		<u>Non Athletics</u>	
Varsity Head Coach Football	4,500.00	Plays – Small (1 or 2 Acts)	750.00
Assistant Varsity Football	3,000.00		
J. V. Head Football	3,000.00	Plays – 3 Acts	1,000.00
Assistant J. V. Football	2,000.00		
Jr. High Head Football	2,000.00	Plays – Musical	1,500.00
Assistant Jr. High Football	750.00	Band	2,500.00
Head Coach Basketball	4,500.00	Pep Band	750.00
J. V. Basketball	3,000.00	Senior Sponsor / Junior Sponsor	750.00
9 th Grade Basketball	2,500.00	Soph. Sponsor / Fresh. Sponsor	500.00
7 th / 8 th Grade basketball	2,000.00	6 th / 7 th / 8 th Grade Sponsor with Trip	500.00
		7 th Grade Sponsor	350.00
Head Coach Volleyball	4,500.00	N.H.S. Sponsor (High School)	750.00
		N.H.S. Jr. High Sponsor	500.00
J. V. Volleyball	3,000.00	Quiz Bowl	750.00
9 th Grade Volleyball	2,500.00	Social Media Coordinator	750.00
7 th / 8 th Grade Volleyball	2,000.00	Yearbook (with class)	1000.00
Head Coach Baseball / Softball	3,750.00	S.A.D.D.	500.00
J. V. Baseball / Softball	2,500.00	Elementary Student Assembly	500.00
* Varsity Track Girls / Boys	2,250.00		
** Varsity Track Assistant	1,250.00		
Jr. High Track (Boys & Girls combined)	2,000.00		
Golf	2,000.00	Weight Training Club	500.00
Head Cheer – Football / Basketball	2,000.00	Pre-approved Instructional services	25.00/hour

Added for Competitive Cheerleading	500.00	Student Council (Junior High School)	500.00
J. V. Cheer Football / Basketball	1,750.00	Student Council (Senior High School)	1,000.00
Jr. High Cheerleading / Football / Basketball	1,500.00	LINK Coordinator	500.00
Soccer	2,500.00	Fine Arts Festival Coordinator	500.00
***Varsity Bowling (Boys)	2,000.00	Marching Band Coordinator	1,500.00
***Varsity Bowling (Girls)	2,000.00		
Cross Country	4,000.00	Sex Education Supervisor	350.00
		Robotics FRC (HS)	1,500.00
		Robotics FTC (JRHS)	500.00
		District Testing Coordinator	1,000.00
		Back Up Testing Coordinator	300.00
		Elementary Testing Coord.	300.00
		Discovery Day Coordinator	250.00
		Color Me Green	500.00
		District Newsletter Coordinator	1,000.00
		Red and Black Newspaper	300.00

It shall be within the discretion of the Board to fill or not fill any of the above stated positions. If the Board creates a new position, the Association shall have the right to negotiate the salary. It is understood that the above duties are subject to annual reassignment at the discretion of the Board.

The amount listed is the total amount to be paid for each position. These positions may be split with prior administrative approval. Athletic teams with low participation may be combined into one position (i.e. 7th/8th football, boys & girls bowling, boys & girls track, etc.) at the discretion of the Board.

* Must be a minimum of 20 participants per track team for there to be 2 positions.

** There may be one shared, paid assistant if the combined total of girls and boys participating in track exceeds 20.

*** There may be one shared, paid assistant if there enough boys and girls for separate girls and boys bowling teams.

SCHEDULE C

Calendar

180 Student Contact Days, includes 8 (HS) or 8 (Elem.) half days

186 Teacher Days

- * The dates of professional development and the teacher work day may be changed to accommodate the schedule of prospective professional development presenters and activities. However, regardless of date changes for professional development, there will be one teacher work day scheduled on one of these three initial dates.
- ** If "snow days" are required to be made up in order to comply with State of Michigan student instructional hours/day requirements, they will be made up at the end of the school year unless otherwise mutually agreed upon. If the school year is extended, any half days will be moved to the final days of the school year.

APPENDIX A

DRYDEN COMMUNITY SCHOOLS

GRIEVANCE FORM

Distribution of Form

1 - Superintendent

2 - Principal

3 - Association

4 - Teacher

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP I

A. Date Cause of Grievance Occurred: _____

B. Statement of Grievance and Relief Sought: _____

Signature

Date

C. Disposition by Principal: _____

Signature

Date

D. Association Position: _____

Signature

Date

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Association: _____

Signature

Date

STEP III

A. Date Submitted to Arbitration: _____

B. Disposition of Grievance: _____
