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* **2009 -2011** *

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* **MASTER AGREEMENT** *

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between

THE BOARD OF EDUCATION OF THE VAN DYKE PUBLIC SCHOOLS

and

THE PROFESSIONAL PERSONNEL OF VAN DYKE

Agreement made this first day of July, **2009**, by and between the Board of Education of the Van Dyke Public Schools, Warren, Michigan, hereinafter called the "Board," and the Professional Personnel of Van Dyke, hereinafter called the "Professional Personnel." This agreement shall be effective July 1, **2009** and shall continue in effect until June 30, **2011**.

The parties agree as follows:

ARTICLE I

RECOGNITION, DEFINITIONS, STRIKE PROHIBITION, DUES, NEGOTIATIONS

- A. **Recognition:** The Board recognizes the Professional Personnel as the sole and exclusive collective bargaining representative for all members of the bargaining unit, all of whom are hereinafter referred to as "teacher" or "teachers." Excluded from the Professional Personnel are substitute teachers; adult, Indian program, summer school, community education teachers; athletic director; and non-bargaining unit employees under supplemental contract.
- B. **Definitions:** Teachers in the bargaining unit shall include the following positions: teacher, school-certificated librarian, counselor, science and fine arts coordinators, vocational-certificated instructors, and special education personnel. The term "school" is to include any work location in which a member of the bargaining unit is employed. The term "principal" refers to administrators in any elementary or secondary work location. Wherever the singular is employed, it is to include the plural. The term "Professional Personnel representative" is to include representatives appointed by the president of the Professional Personnel. The president of the Professional Personnel shall notify the superintendent of the identity of such representatives. As used herein, the term "Board" shall include the Board, its agents, and designees. The term "seniority" refers to the number of current years of service, or fraction thereof, in the Van Dyke Public Schools. Time spent on compensable leaves of absence shall be a part of an employee's seniority. Seniority shall not accumulate for leaves of absence for which no salary is paid. **An administrator who was formerly a member of the teacher bargaining unit, shall retain but will not continue to accrue seniority as defined in this Article.** A seniority list of all certified personnel showing the date of hire, breaks in employment, teaching majors and/or minors for regular classroom teachers and specific majors and/or minors for enrichment teachers shall be prepared by the Board and be made available to the Professional Personnel. The Board of Education shall provide twenty-five (25) copies to the president of the Professional Personnel. These lists shall be conveyed to the president on or before December 15 of the current school year. In the event of two or more teachers having equal seniority, the following criteria will be applied in the order stated:
- (1) Earliest date of hire: Date of hire shall be determined by the date on which the teacher has affixed his/her signature on the contract.
 - (2) Highest number of hours of professional preparation in the area in question, including both undergraduate and graduate hours.
 - (3) The seniority of a teacher teaching less than full time shall be prorated in direct proportion to the actual decimal fraction of the days taught (effective date: Sept. 1, 1980). The teacher's individual contract shall state the decimal fraction to the nearest tenth.

ARTICLE I (continued)

Fully qualified teachers shall be defined as follows:

- (1) All teachers, both elementary and secondary, who have earned teacher certification and are highly qualified as defined by the No Child Left Behind Act (NCLB).
- (2)
 - a. Elementary teachers must have K-8 or K-12 certification and are highly qualified as defined by NCLB.
 - b. Middle School teachers must be certified K-8, 7-12 or K-12 and are highly qualified as defined by NCLB.
 - c. Senior high teachers must be certified 7-12 or K-12 and must have earned the minimum credit hours required for accreditation by the North Central Association and are highly qualified as defined by NCLB.
 - d. Qualifications for K-12 special education will also be defined as having a major or minor in special education with the State endorsement/approval and/or licensure as mandated by law in the area assigned and are highly qualified as defined by NCLB.
- (3) Any exceptions to this policy will be made only after meeting with the President of the Professional Personnel and which involves only a minor portion of the teacher's work day.
- (4) When qualifications, as defined by NCLB and experience are equal, seniority shall prevail.

C. **Strike Prohibition:** The Professional Personnel will not engage in or encourage strike action of any type during the life of this agreement.

ARTICLE I (Continued)

- D. **Dues:** Payroll deductions for the Professional Personnel shall be deducted in twenty-one consecutive installments beginning with the first pay period of each school year, or the first full pay period after ratification of the master agreement should that ratification occur after Labor Day. All dues shall be paid by payroll deductions. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Professional Personnel and execute an authorization for dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the dues and assessments of the Professional Personnel, which sum shall be forwarded to the Professional Personnel. Individual authorization forms are to be furnished by the Professional Personnel and when executed, filed with the administrative office. Authorizations, once filed with the administrative office, shall continue in effect until revoked by the teacher on a form available from the Professional Personnel and filed with the administrative office. At least sixty (60) days prior to the beginning of each school year, the Professional Personnel shall give written notification to the Board of any change in the computation of its dues which are to be deducted in that school year under such authorizations. The amount of deductions for such dues shall not be subject to change during that school year. In the event that such an authorization is not signed for a period of thirty (30) days following the commencement of employment of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this agreement, the services of such teacher shall be discontinued as of the end of the current semester. Such teacher or teachers shall be notified of the termination of their services immediately upon the expiration of the thirty (30) day period heretofore mentioned, unless the Board is unable to do so because of the limitation imposed by the Michigan Tenure Act (Compiled Laws 1948, Sec. 38.83). The Board shall follow the dismissal procedures of the Michigan Tenure Act. Should the athletic director or any other administrator teach part-time in a regular classroom, he/she shall pay the prorated portion of the current union dues as an assessment.
- E. **Negotiations:** Each party recognizes that the negotiated agreement is subject to final ratification by the Board of Education and the Professional Personnel of Van Dyke. Prior to the ratification of the proposed master agreement, two (2) official copies of the entire agreement shall be prepared, and the signatures of all members of both negotiating teams shall be affixed thereto to certify the validity of said proposed master agreement. One copy shall be provided to each negotiating team. It is the mutual objective of both parties to achieve the resolution and printing for distribution to the membership of the Professional Personnel of the proposed master agreement, seven (7) calendar days prior to the end of the current school year. Both parties must submit the proposed master agreement for ratification prior to midnight of the same day. Upon ratification by the Professional Personnel of Van Dyke membership and the Van Dyke Board of Education, the chief negotiators will notify the other party immediately.

ARTICLE I (Continued)

F. Consortium Agreement:

1. The parties acknowledge the existence of the Southwest Macomb Area Vocational Consortium, which provides vocational and technical education consortium programs at Center Line High School, Fitzgerald High School, Warren Woods Tower High School and Lincoln High School.
2. In consideration of the agreement above, the Union agrees not to seek to represent or otherwise challenge or interfere with the bargaining unit covered by their respective bargaining agreement or seek to represent individuals in said unit, except to the extent authorized by law.
3. The parties agree that any grievance or dispute related to this agreement which cannot be resolved by the parties shall be submitted by either party to binding arbitration in accordance with Article XII of the Contract.

G. No Child Left Behind Compliance:

The parties acknowledge the legal and professional obligations of the school district to comply with the provisions of the No Child Left Behind Act of 2001 and the regulations promulgated there under, including adequate yearly progress and highly qualified teachers, and, accordingly, agree that nothing in this collective bargaining agreement shall be applied or construed, directly or indirectly, to in any manner interfere with or prohibit the school district from fully complying with the definitions, standards and requirements of the NCLB Act as interpreted by the Michigan Department of Education.

ARTICLE II - A

COMPENSATION (2010-2011)

[TEACHER, PSYCHOLOGIST, SOCIAL WORKER, OCCUPATIONAL THERAPIST] hired prior to June 15, 2010

The salary schedule negotiated by the Board and the Professional Personnel is as follows, and includes all rates of compensation effective August, 2010

2010-2011 SALARY SCHEDULE hired prior to June 15, 2010

YEARS EXPERIENCE	BACHELOR'S	MASTER'S	*SPECIALIST	DOCTORATE
0.0	37,656	42,689	46,020	49,360
0.5	38,936	44,128	47,618	51,100
1.0	40,216	45,587	49,209	52,835
1.5	41,500	47,042	50,657	54,292
2.0	42,782	48,488	52,117	55,747
2.5	44,052	49,944	53,338	57,207
3.0	45,339	51,399	55,032	58,660
3.5	46,619	52,852	56,473	60,105
4.0	48,516	54,926	59,611	62,184
4.5	49,792	56,381	60,003	63,624
5.0	51,072	57,840	61,455	65,080
5.5	52,352	59,284	62,909	66,532
6.0	53,630	60,731	64,359	67,981
6.5	54,912	62,192	65,811	69,436
7.0	56,195	63,638	67,262	70,884
7.5	57,471	65,088	68,718	72,344
8.0	58,748	66,549	70,168	73,792
8.5	63,284	73,081	77,123	81,140
9.0	66,630	78,501	82,911	87,324

EXAMPLE: Salary Schedule (BA)

8 years exp. **\$58,748**

9 years exp. **\$66,630**

Salary for 8.6 years seniority:

$$(.6) \times (66,630 - 58,748) + 58,748 = \$63,478$$

Five hundred dollars (\$500) shall be granted for a Master's Degree plus forty-five (45) graduate semester hours.

*Salary will be paid on the specialist degree lane for the following degrees and/or graduate semester hours:

- (1) Second Master's degree;
- (2) Master's degree plus thirty (30) graduate semester hours in teaching area beyond Master's; or
- (3) Thirty (30) semester hours on a Board approved doctoral program.

ARTICLE II - A

COMPENSATION (2010-2011)

[TEACHER, PSYCHOLOGIST, SOCIAL WORKER, OCCUPATIONAL THERAPIST] hired after to June 15, 2010

The salary schedule negotiated by the Board and the Professional Personnel is as follows, and includes all rates of compensation effective August, 2010

2010-2011 SALARY SCHEDULE hired after June 15, 2010

YEARS EXPERIENCE	BACHELOR'S	MASTER'S	*SPECIALIST
0	37,656	42,689	46,020
1	38,936	44,128	47,618
2	40,216	45,587	49,209
3	41,500	47,042	50,657
4	42,782	48,488	52,117
5	44,052	49,944	53,338
6	45,339	51,399	55,032
7	46,619	52,852	56,473
8	47,569	54,926	58,551
9	48,516	56,381	60,003
10	49,792	57,840	61,455
11	51,072	58,609	62,909
12	52,352	59,284	64,359
13	53,630	60,731	65,811
14	54,912	62,192	67,262
15	56,195	63,638	68,718
16	57,471	65,088	70,168
17	58,748	66,549	71,906
18	60,260	68,739	73,644
19	61,772	70,187	75,382
20	63,284	73,081	77,123

EXAMPLE: Salary Schedule (BA)

8 years exp. **\$58,748**

9 years exp. **\$66,630**

Salary for 8.6 years seniority:

$$(.6) \times (66,630 - 58,748) + 58,748 = \$63,478$$

Five hundred dollars (\$500) shall be granted for a Master's Degree plus forty-five (45) graduate semester hours.

*Salary will be paid on the specialist degree lane for the following degrees and/or graduate semester hours:

- (1) Second Master's degree;
- (2) Master's degree plus thirty (30) graduate semester hours in teaching area beyond Master's; or

ARTICLE II (continued)

**A CLARIFICATION OF PAYMENT FOR MASTER'S DEGREE
PLUS 45 GRADUATE SEMESTER HOURS**

Payment shall be granted if the teacher:

has a master's degree and subsequently completes 45 graduate semester hours on an approved doctoral program; or

has a master's degree plus 30 graduate semester hours in his/her teaching area and subsequently earns an additional 15 graduate semester hours in his/her teaching area; or

is currently being paid for a double master's degree and subsequently earns a specialist's degree which requires an additional 15 graduate semester hours exclusive of those hours required to complete the double master's program.

It is understood that all hours submitted for qualification for payment under this provision shall have been graded "B" or better and shall have been completed after those hours submitted for payment at the double master's degree level. The ratio of term hours to semester hours is three to two.

DEFERRED SALARY INCREASE

Each teacher shall receive a salary increase based on a negotiated percentage increase applied to the current year's Salary Schedule. Payment of the increase in the contract year shall be deferred, meaning that it will be paid in a lump sum amount by July 10th (following the end of the school year). The check for the lump sum payment shall be dated June 30th for accounting and MPSEB reporting purposes. The amount of the lump sum payment increase shall be added to the current year's Salary Schedule to create the following year's Salary Schedule.

Example (based on 2005-2006 Salary Schedule and a 2% salary increase):

2005-2006 LUMP SUM PAYMENT OF DEFERRED SALARY INCREASE

Formula for Lump sum payment based on BA Base

$$\text{Lump Sum} = \text{BA Base} \times \text{Negotiated Percentage Increase}$$

For 2005-06 contract = \$35,483 X .02

Lump sum payment = \$ 710

2006-2007 BASE SALARY SCHEDULE

2005-2006 amount	= \$35,483
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Plus lump sum deferred salary increase from 2005-2006 =\$ 710

New BA base for 2006-2007 = \$36,193

If a teacher works less than a full school year, he/she will receive a pro rata amount of the lump sum payment representing the deferred salary increase.

ARTICLE II (continued)

FRINGE BENEFITS

1. A teacher who must give up his/her duty-free preparation period or duty free lunch period, in an emergency, shall be compensated for each occurrence at the rate of \$20, (\$22.00 effective January 20, 2004) year for periods less than forty (40) minutes and \$22, (\$24.00 effective January 20, 2004) for periods of forty (40) minutes and \$30, (\$32.00 effective January 20, 2004) for periods of sixty (60) minutes or more. The president of the Professional Personnel shall not be subject to the provisions of this paragraph. In the event blocking is discontinued, the language regarding sixty (60) minute periods will be voided.
2. Teachers who perform non-teaching duties as described in Article VIII shall be

compensated at the rate of \$20 for each performance of such duties. When such duties are performed on other than regularly scheduled school days, the rate of pay shall be \$30.

3. Teachers who teach an extra class, thereby giving up a duty-free preparation or lunch period or extending the length of their regular workday for an entire school year, shall be compensated at the rate of eleven percent (11%) of their regular salary. Teachers working cafeteria duty will be paid \$20.00 (\$22.00 effective January 20, 2004) for periods less than 40 minutes and \$22.00 (\$24.00 effective January 20, 2004) for periods of 40 minutes or more. Teachers who miss cafeteria duty because of school business will still be compensated.
4. Compensation for extended workshops shall be \$5.00 per hour.
5. The Board shall assume the full cost of premiums for Blue Cross/Blue Shield Community Blue PPO with the following Riders: (1) XVA2, (2) CBMHP, (3) CBPCM, (4) PD-CM and PCD for all teachers and their dependents. The Board shall assume the cost of a drug program with mail order prescription drug and 90 day drug riders. The prescription carrier will be MEBS/Caremark, which include mandatory mail order prescriptions for maintenance drugs or any drugs prescribed for 90 days or more. PPVD members must utilize the 90 day prescription riders. The prescription drug co-pay is \$10/\$20.

For teachers hired after June 15, 2010 the Board shall assume the full cost of premiums for Blue Cross/Blue Shield Community Blue PPO12 (\$1,000/\$2,000 deductible; no co-insurance) with the following Riders: 1) XVA2, (2) CBMHP, (3) CBPCM, (4) PD-CM and PCD for all teachers and their dependents. The Board shall assume the cost of a drug program with mail order prescription drug and 90 day drug riders. The prescription carrier will be MEBS/Caremark, which include mandatory mail order prescriptions for maintenance drugs or any drugs prescribed for 90 days or more. PPVD members must utilize the 90 day prescription riders. The prescription drug co-pay is \$10/\$40.

Prescription drug program includes a DAW penalty. However, there will be no penalty provided the brand name drug is medically necessary and it is properly documented by a physician that the employee cannot use the generic brand.

Co-pay for urgent care is \$50.00 and the co-pay for emergency room is \$100.00 (waived if admitted).

- (A) An Employee who reaches age 65, and who is currently covered under a school district health insurance plan, and terminates his/her current coverage provided by the employer in lieu of Medicare, shall receive a check in the amount of \$300 at the time of validating conversion to the Medicare plan. This provision will not be applicable to members of the bargaining unit who do not currently have health care benefits with the Van Dyke Public Schools. A cancellation form must be signed by the employee.
- (B) Full time employees electing to forgo health insurance benefits will be

ARTICLE II (continued)

entitled to certain payments. The terms of the payment are those described in the Flexible Benefit Plan which is incorporated by reference. This section will govern in case of any conflict between the terms of that Plan and this section.

- (1) Persons electing to forgo health insurance will notify the employer by October 1st of each year.
 - (2) The number of persons waiving health insurance will be counted on October 2. The Union will be provided a list containing the names of persons waiving health insurance. The Union may dispute the census. The grievance procedure will be used to resolve any disputes.
 - (3) Each person waiving health insurance will be entitled to a minimum \$1500 payment effective 2004-2005 school year. The amount of the payment will be determined according to the formula expressed in this section.
 - (a) The payment will be \$2,000 effective 2004-2005 school year if at least 20% of the unit members waive health insurance.
 - (b) No payments are made to married couples both currently employed by Van Dyke Schools.
 - (4) Payments will be made no later than the last pay period before the December Holiday.
- (C) As a substitute for and in lieu of the benefits and coverage provided in Paragraph 5 and subparagraphs (A) through (B), inclusive, the Board may

elect to provide and pay the same benefits and coverage through a Blue Cross/Blue Shield Administrative Services Contract (ASC) as set forth above in Paragraph 5 and subparagraphs (A) through (B), inclusive. Representatives of Blue Cross and the Board will review the cost gains and losses of the health care program, changes in benefits, and available riders with the PPVD President.

(D) Teachers working at least .5, but less than .75 shall have the option to purchase any of the benefits offered to full time teachers. The cost based on the current illustrative rates, will be proportionally split between the employee and the district. For example, employees working .6 of the time will pay 40% of the cost for benefits and the district pays 60%. If during the school year, a teacher's position is involuntarily reduced, benefits will not be impacted.

6. Teachers on approved leaves of absence shall receive Blue Cross coverage during the months of July and August, providing they complete the school year and request for a leave is made sixty (60) days prior to the end of the school year.
7. The Board shall assume the full cost of premiums for dental insurance coverage (according to specifications as agreed upon by the parties) for all teachers and their dependents. Effective 1989-90: Preventive = 100% - 90% - 70% (\$1,400 maximum; \$1,400 Orthodontic per lifetime) internal coordination of benefits. (Implementation of dental coverage increases: September 1, 1989). In lieu of paid premiums, the Board may elect to provide and pay for the same coverage through an Administrative services only contract (ASO).
8. The Board shall assume the full cost of premiums for optical insurance coverage according to specifications as agreed upon by the parties (Double A Program with \$114.00 cap for contacts) for all teachers and their dependents.
9. The Board shall assume the full cost of premiums for a \$40,000 term life insurance policy, including a \$20,000 A.D.B. policy, for all teachers.

ARTICLE II (Continued)

10. The Board shall assume the full cost of \$250,000/1,000,000 liability insurance covering all teachers.
11. Teachers terminating employment in the Van Dyke Schools shall receive a lump sum payment of all monies owed. Upon termination of a PPVD member 55 years or older, all severance money (sick day) must be placed in a 403B plan. This provision is effective March 1, 2004. Fringe benefits shall terminate effective on the last day of the final month of employment. This policy shall apply to retirees who transfer their coverage to the Michigan Public School Employees' Retirement Fund, teachers leaving teaching, and teachers leaving for employment outside of the Van Dyke Public Schools.
12. Teachers who are required to drive their private vehicle on approved school business shall be compensated at the maximum non-taxable rate per mile as published by the Internal Revenue Service and subject to all governing regulations of the Internal Revenue Service.
13. LONG-TERM DISABILITY: PPVD shall provide full-time members of the teacher bargaining unit who have less than ten (10) years credit with the Michigan Public School Employees Retirement System long-term disability insurance (LTD). The District will administer the program. Benefits shall be paid at seventy percent (70%) of one's salary, which will be paid at the teacher's salary rate at the commencement of disability leave up to a maximum of \$2,500 per month; and shall commence one calendar year following total disability leave. In order to be eligible for LTD, the teacher must be disabled as defined in the LTD insurance policy and cannot be employed elsewhere. This coverage will be for seventy percent (70%) full integrated basis of monthly salary to age 65. All fringe benefits will terminate on the effective date that a bargaining unit member becomes eligible for LTD. Requalification for LTD benefits shall be under the conditions specified herein. The rules and regulations of the carrier shall govern. The effective date for the \$2,500 maximum shall be September 1, 1989.
14. For purposes of fringe benefits, in addition to the employee's spouse, a

dependent shall be someone who meets the requirements of the Blue Cross/Blue Shield Dependent Continuation guidelines. Effective July 1, 1995, no new sponsored dependents may be added under this provision.

15. When the Board of Education and the Professional Personnel agree, properly authorized payroll deductions may be made for a tax-deferred 403(b) Plan carrier with ten (10) or more bargaining unit participants.

ARTICLE II (continued)

S U P P L E M E N T A L C O N T R A C T S

[Compensation will be rounded off to the nearest dollar amount]

SENIOR HIGH SCHOOL:

<u>Assignment</u>	<u>*Percentage</u>
Head Varsity Football	13.0%
Asst. Varsity Football	8.5
Head Jr. Varsity Football	8.5
Asst. Jr. Varsity Football	8.5
9th Grade Football	8.0
Varsity Basketball	13.0
Jr. Varsity Basketball	8.5
9th Grade Basketball	8.0
Varsity Baseball	9.5
Jr. Varsity Baseball	8.0
Varsity Softball	9.5
Asst. Varsity Softball	8.0
Varsity Wrestling	13.0
Asst. Wrestling	8.5
9th Grade Wrestling	8.0
Varsity Track	9.5
Jr. Varsity Track	8.0
Cross Country	9.5**
Varsity Girls' Swimming	9.5
Varsity Volleyball	9.5
Asst. Varsity Volleyball	8.0
Varsity Cheerleader Sponsor	5.0
Pompon Sponsor (OF BA BASE)	2.0
Student Athletic Association	5.5
High School Band Director	8.0
High School Choral Director	6.0
High School Play Director	
Two plays (PER PLAY)	4.0
Stagecrafts (PER PLAY)	2.0
Choreographer (PER PLAY)	2.0
Music Dir.-Plays (PER PLAY)	2.0
Student Council (ONE SPONSOR)	5.0
Debate (OF BA BASE)	5.0

MIDDLE SCHOOL:

<u>Assignment</u>	<u>*Percentage</u>
8th Grade Football	7.5%
7th Grade Football	7.5
7th/8th Grade Football (based on participation)	7.5
8th Grade Basketball	7.5
7th Grade Basketball	7.5
7/8 Softball	6.0
7/8 Wrestling	6.0
7/8 Track	6.0
7/8 Ass't. Track	5.0
7th Grade Volleyball	7.5
8th Grade Volleyball	7.5
7/8 Athletic Director	8.0
Student Athletic Assoc. (intramurals & activities)	5.0
7/8 Band Director	4.0
7/8 Choral Director	5.0
7/8 Cheerleader	5.0
Science Olympics (ONE COACH)	3.0
Student Council (ONE SPONSOR)	5.0

*Salary for years experience in assignment (based on the BA salary schedule)
multiplied by the percentage indicated = amount of supplemental payment.

**Effective 2006-2007 school year

ARTICLE II (continued)

S U P P L E M E N T A L C O N T R A C T S

SENIOR HIGH SCHOOL:

<u>Assignment</u>	<u>Amount</u>
Counselor	\$ 500
Class Sponsor	175
National Honor Society	500
SADD	300
Senior Class Sponsor	250
Usher Club Sponsor	175
Yearbook Sponsor	1500
Ski Club (Per Activity, Per Day)	20
D.E.C.C.A. Sponsor	500
Business Prof. Assoc. Sponsor	500
SLC Coordinator	4,500

MIDDLE SCHOOL:

<u>Assignment</u>	<u>Amount</u>
Counselor	\$ 500
Department Coordinator**	1000
Team Leader**	1000
Journalism/Yearbook	350
National Jr Honor Society	500

**Posted Annually

Counselors will be compensated on a per diem basis up to a maximum of six (6) workdays between the end of the current school year and the inception of the following school year.

In addition to the six (6) after-school activities (Art. XIV, #3), counselors will be compensated at the rate of \$50.00 per after-school activity, to which they are assigned by the building principal, (to a maximum of \$150.00 per year).

ELEMENTARY SCHOOLS:

<u>Assignment</u>	<u>*Percentage</u>
Safety Patrol (1 SPONSOR)	4.0%
Student Council (1 SPONSOR)	3.0%
Science Olympics (1 COACH)	3.0%
County Science Olympics(1 COACH)	2.0%

*Salary for years exp. in assignment
(based on BA salary schedule)
multiplied by percentage indicated.
Experience credit will be determined
by the documentation of such from prior
Board minutes or Supplemental Contracts.

<u>Assignment</u>	<u>Amount</u>
Elem. Library Coordinator	\$1000
Elem. Music Teacher	500

Other Supplemental Contracts:

K-12 Coordinators:

Vocal Music	4.0%
Physical Education	4.0%
Art	4.0%
Instrumental	4.0%
Technology	4.0%

See Article II, Paragraph 12, Page 10
regarding mileage

K-8 School Improvement Facilitators \$4,500

ARTICLE II (continued)

PAYMENT SCHEDULE

One day's pay shall be considered as 1/200 of the annual salary, which is defined as base pay, deferred salary increase and longevity but excludes supplemental services.

Teachers shall be paid in twenty-six (26) equal installments. In June, however, the teacher shall have the option of applying for remaining pay in a lump sum. Issuance of remaining pay shall not be made before the first pay period following the close of the school year.

NOTIFICATION FOR PAYMENT OF GRADUATE HOURS

Teachers requesting additional pay for graduate hours must have evidence, in transcript form, on file in the Personnel Office by October 15th to receive additional pay for the rest of the school year. The additional pay will be spread over the remainder of the twenty-six (26) pay periods.

CERTIFICATION LAPSE

Any teacher currently employed in the Van Dyke Public Schools who allows his/her provisional, permanent/continuing, or life teaching certificate to lapse will not advance on the salary schedule, but will remain at his/her current contract salary amount until proper certification is achieved and will not be considered highly qualified as defined by NCLB because they do not have a valid teaching certificate. Furthermore, teachers not possessing provisional, permanent/continuing, or life teaching certificates shall be subject to layoff if fully certified personnel are available. Said teachers' return to employment in the Van Dyke Schools shall be conditional upon an opening for which they are highly qualified as defined by NCLB. Furthermore, their return shall not take precedence over other teachers currently on leave or layoff under Article IV and VII. The personnel office shall notify teachers whose certificates are expiring no later than 13 months prior to the expiration of the certificate.

SERVICE INCREMENT

Four hundred five dollars (\$405) shall be granted on the salary schedule, at the inception of the school year, to those teachers who are beginning their twelfth (12th) consecutive year of service in the Van Dyke Schools. Four hundred five dollars (\$405) shall be granted, at the inception of the school year, to those teachers who are beginning their thirteenth (13th) consecutive year of service in the Van Dyke Schools, and four hundred five dollars (\$405) shall be granted to those teachers who are beginning their fourteenth (14th) consecutive year of service in the Van Dyke Schools.

ARTICLE III

SICK LEAVE, PERSONAL BUSINESS DAYS, SYSTEM-WIDE SICK BANK, BEREAVEMENT LEAVE, JURY DUTY AND COURT APPEARANCE

- A. **Sick Leave:** Sick leave shall accumulate in a personal bank for each teacher at the rate of eight (8) days per year with a limit of **seventy-five (75) days**. Sick leave days shall be granted for and limited to illness or physical disability. Any illness over twenty-five (25) working days shall be documented by a licensed physician's written statement. Ensuing reports shall be filed with the district every two (2) weeks for the duration of the disability. Should there be a question regarding the use of sick days, at the inception of or beyond the aforementioned twenty five (25) days, the teacher may be required to submit to an examination by a physician mutually agreed upon by the Board of Education and the Professional Personnel.

Teacher absences, because of illness, are to be reported to the answering service by 6:00 a.m. on the day of the absence.

Upon proof of retirement under the provisions of the Michigan Public School Employees' Retirement System, **\$75.00 shall be granted to him/her for each day accumulated in his/her personal sick bank up to a maximum of 75 days**. All employees of the bargaining unit who resign from the Van Dyke Public Schools and have ten (10) years or more of creditable service with the Michigan Public School Employees' Retirement System, after attaining the age of 47, shall be eligible for the sick day payoff at the rate **\$75.00 for each day accumulated in his/her personal sick bank up to 75 days**. In the event of death during employment period, all of a teacher's current daily rate of pay, earned by him/her, shall be granted to his/her designated heir(s) for each day accumulated in his/her personal sick bank **up to 75 days**.

All members of the bargaining unit who resign from the Van Dyke Public Schools with medical reasons and/or disablement and have ten years or more of creditable service with the Michigan Public School Employees' Retirement System shall be eligible for the sick day payoff **at \$75.00 for each day accumulated in his/her personal sick bank up to a maximum of 75 days**.

Sick days shall not be used for personal business, hunting, or recreational pursuits. Misuse of sick days shall be treated as violations of the Master Agreement. Such instances shall be defined as dock days which shall result in loss of pay for the day(s) so used.

ARTICLE III (continued)

- B. **Personal Business Days:** Five (5) personal business days shall be granted each teacher per year. Because of the difficulty in obtaining substitutes, it is understood that teachers shall be judicious in their use of personal business days, and will make every attempt not to conduct personal business on Monday or Friday during the workday. No more than three (3) personal business days may be used consecutively, and personal business days cannot be used before or after dock days. At the end of the school year, the unused portion of these personal business days shall be credited to the personal bank of the teacher as sick days. Except for obvious emergencies, personal business days cannot be used the first day of the school year, the last day of the school year, or the day prior to or the first day following any vacation or holiday period. Personal business days shall not be used with dock days to extend a vacation.
- C. **System-Wide Sick Bank:** A system-wide sick bank shall be established from which members of the bargaining unit and members of the administration may obtain additional paid sick leave.

Membership

All certified personnel who have worked one (1) day for the Van Dyke Public Schools and have contributed a minimum of two (2) days are eligible.

Funding

1. Two (2) days per member in first year of employment and one (1) day the following September.
2. The minimum balance shall be two and one-half (2-1/2) times the number of members.
3. When the balance falls below the balance stated above, the bank shall be funded at the rate of one (1) day per member the following September.
4. Members using system-wide sick bank days shall repay those days at the rate of three (3) days per year until the days used are repaid or the member resigns. The pay back will start at the inception of the next school year.

Withdrawal

1. Withdrawal shall be made only upon depletion of personal sick leave days. Application for withdrawal shall be made, in writing, seven (7) days before the expiration of the teacher's personal sick leave days. Such application shall include a statement from a licensed physician verifying the extent of the illness or disability.
2. Date of withdrawal shall be immediately after depletion of personal sick leave days for members whose accrued personal sick leave amount **to thirty-nine (39) days** at the inception of the illness which depleted their sick leave.
3. For others, withdrawal shall be delayed beyond the depletion of personal sick leave by the difference between accrued sick leave and **thirty-nine (39) days**. These **thirty-nine (39) days** must be consecutive.
4. Maximum withdrawal shall be the number of work days in a school year for each occasion. Withdrawal shall be made in only full or half days.

ARTICLE III (continued)

5. Personnel using sick bank days shall be required to submit a medical report from a licensed physician every two (2) weeks detailing the current extent of the illness or physical disability, resulting from accidental injury, indicating the approximate time the teacher must refrain from working. Should there be a question regarding the use of sick bank days, the member may be required to submit to an examination by a physician mutually agreed upon by the Board and the Professional Personnel.
 6. Sick bank days may only be used for absences resulting from and limited to illness or physical disability resulting from accidental injury.
 7. It is understood that if a member returns to work and is subsequently absent because of the same illness or injury within three (3) years, the days of absence shall be considered to have been consecutive. At the expiration of the member's allowable withdrawal, the member shall either apply for an indefinite leave of absence for ill health or for total disability retirement under the provisions of the Michigan Public School Employees' Retirement System. Should the member fail to return at the beginning of a school year, personal sick days shall not be granted until his/her return and then on a pro rata basis.
 8. Tenured teachers, under this provision, may return to a position for which he/she is highly qualified as defined by NCLB at the beginning of a school year. Said teacher shall notify the superintendent of his/her intended return by March 1 of the year in which he/she will return. Said teacher shall provide medical certification by a physician, approved by the Board of Education, of his/her physical or mental ability to fill such position. Said teacher shall displace only the lowest seniority teacher occupying a position for which he/she is highly qualified as defined by NCLB.
 9. As of March 15 of the current year, the superintendent shall convey to the President of the Professional Personnel a written statement of the number of days withdrawn and additional days funded on an individual basis since the previous March 15.
- D. **Bereavement Leave:** Absence, without loss of salary, shall be allowed not to exceed five (5) days in any one school year upon each occasion of a death of a parent, spouse, brother, sister, son, or daughter. Absence, without loss of salary, shall be allowed not to exceed three (3) days in any one school year upon the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or grandchild.
- E. **Jury Duty and Court Appearance:** A teacher may be absent without loss of compensation or charge of leave days for the following reasons:
1. When called for and serving jury duty service.
 2. For appearance in court under a subpoena or summons issued in a court action related to the teacher's employment in the District or in which the teacher is not a party of interest.

The Professional Personnel shall pay for substitute teachers if the court appearances are related to litigation between the Board of Education and the Professional Personnel. Any compensation received for court appearances or jury duty, other than validated travel allowance, shall be remitted to the School District.

ARTICLE IV

LEAVES OF ABSENCE

- A. **Sabbatical Leave:** A member of the bargaining unit who has an earned master's degree may be eligible for a year of sabbatical leave after seven (7) consecutive years of service in the Van Dyke Public Schools, subject to the rules and conditions of Section 380.1235 of the State Code (1976). A teacher on a sabbatical leave shall be compensated at fifty five percent (55%) of the salary he/she would have received if he/she had been on active service in the Van Dyke Public Schools. Upon receipt of an application for a sabbatical leave, the superintendent shall refer the application to an appointed evaluation committee for study and consideration. The committee shall be composed of three (3) administrators selected by the superintendent of schools, including the superintendent or his designate. Two (2) members of the Professional Personnel shall also serve on the committee. All applicants shall meet with the evaluation committee to explain the potential benefit of such a leave to the school district. The committee shall evaluate the request and make a recommendation to the Board of Education. The following criteria shall be observed:
- a. Sabbatical leave of absence may be granted to members of the professional staff of the Van Dyke Public Schools. The granting of such leave is subject to the approval of the Board of Education upon the recommendation of the superintendent when in their considered judgment, the professional competence of the staff member and the general welfare of the public schools will be benefited.
 - b. The rules and regulations of the Van Dyke Sabbatical Leave Program are authorized and shall be interpreted in accordance with the Michigan statutory provisions and any amendments thereto (Sec. 380.1235 of the State Code 1976).
 - c. Any professional employee of the Van Dyke Public Schools who meets the qualifications shall be eligible to apply for sabbatical leave. Sabbatical leave is given to professional personnel to permit them to improve their ability to render educational service.
 - (1) Applicant must hold a master's degree.
 - (2) Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the Van Dyke Public Schools. Absence from service in the district for a period of not more than one year under a leave of absence without pay, granted by the Board of Education for professional improvement or restoration of health, will not be deemed a break in the continuity of the service required by this section and will be included as a year of service in computing the seven consecutive years.
 - (3) A maximum of one percent (1%) of the eligible professional employees may be granted a sabbatical leave each year. Insofar as possible, a proportionate division of leaves will be granted to the various groups of the professional staff. If more than one percent of the professional staff qualify for sabbatical leave, priorities will be established on the basis of the following:
 - (a) Prior leave.
 - (b) Seniority in the school system.
 - (c) Application date.

Article IV (continued)

- (4) A sabbatical leave may be granted for a period of not less than one semester or for more than two full consecutive semesters.
 - (5) No professional employee will be granted more than two sabbatical leaves, and a minimum of seven years must elapse between the first and second leave.
 - (6) Any professional employee who is granted a sabbatical leave must sign an agreement with the Board of Education to return from leave and serve at least three years or refund all compensation while on leave, except in the case of death or total disability. In case of transfer of spouse, the refund shall be on a pro rata basis.
- d. Sabbatical leave will be granted for the following purposes:
- (1) For work on advanced degree (a minimum of ten [10] semester hours of graduate credit each semester).
 - (2) Independent research which must be under the supervision of the school district or an accredited college or university.
 - (3) Any other reasons, such as travel or writing, must be approved by a committee composed of three teachers appointed by the Professional Personnel and one administrator.
- e. Applications for sabbatical leave must be filed on the prescribed forms with the superintendent of schools. Applications for sabbatical leave beginning with the first semester may be filed at any time between January 1 and February 15. Applications for leaves beginning the second semester must be filed between the dates of August 1 and September 15. The superintendent shall give notice to the applicant whether the request is granted or rejected within 60 days of the due date for filing the application.
- f. Approval of a sabbatical leave by the Board of Education will be contingent upon securing an employee who is highly qualified as defined by NCLB to assume the applicant's duties.
- g. A sabbatical leave, once granted, may not be terminated before the date of expiration, except as otherwise provided herein or unless said teacher accepts full-time employment or as otherwise agreed upon by the superintendent and the Board of Education. (If full-time employment is in question, said definition shall be obtained from employer.)
- h. Requirements and status while on sabbatical leave are defined as follows:
- (1) Payment of salary to a staff member on sabbatical leave will be made in accordance with the provisions of the Board for payment of salary to other members of the professional staff. The employee on leave will be responsible for keeping the business office notified as to his/her address.

Article IV (continued)

- (2) A term of sabbatical leave will entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following his/her return to service in the system.
 - (3) A sabbatical leave granted to a regular employee of the professional staff will also operate as a leave of absence without pay from all other school activities.
- i. An employee on sabbatical leave will report to the superintendent as follows:
- (1) The employee will immediately request approval from the superintendent for substantial changes in the planned program of the leave as outlined in the approved application.
 - (2) An interim report will be filed at the mid-point of the period for which the leave is taken. This report will contain sufficient information to enable the superintendent to determine that the leave is being utilized in the approved manner.
 - (3) A final report will be filed with the superintendent in accordance with the provisions as stated in a following section.
 - (4) The superintendent may require, and the employee will promptly furnish, such additional reports as the superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave. In the event that the superintendent will find that the employee is not fulfilling the agreement, or is dilatory in any respect, the entire sum paid to the employee by the Board will become immediately due and all future payments will cease.
- j. Requirements and status upon returning from sabbatical leave are as follows:
- (1) At the expiration of a sabbatical leave, the employee will be restored to his/her position or to a position acceptable to the returnee with like nature, seniority, status and pay (State Code 380.1235-Restoration to Teacher Positions) provided that the employee remains eligible for reinstatement under other rules and regulations of the Board of Education.
 - (2) Each employee returning from sabbatical leave will file a final written report with the superintendent not later than 60 days after the day on which the employee again takes up active service. The report will include the names of institutions attended, courses pursued, credits received, experience gained, or the itinerary of travel, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system. An employee will not be considered as having completed the requirements of the sabbatical leave until his/her final report has been approved by the superintendent. At his/her discretion, the superintendent may require proof that the program, as presented by the applicant, has been followed. When approved by the superintendent, these final reports will be transmitted to the Board of Education.

Article IV (continued)

- B. Upon the request of the teacher, the Board of Education shall grant a leave of absence for reasonable purposes without pay or fringe benefits. Such leaves shall include: long-term maternity leave, child care, further study, adoption of children, elected public office, compelling personal business, travel for educational purposes, professional services, government service, service in professional societies, exchange teaching, and any such other reasons which are not directly and measurably harmful to the Van Dyke Public Schools. Reasonable purposes shall not include employment in another school district or community college in the State of Michigan. However, if the teacher is on an approved Family Medical Leave, as defined by the Family Medical Leave Act (FMLA), the teacher is entitled to fringe benefit coverage up to a maximum of twelve (12) weeks.

Unless otherwise indicated, the following conditions shall apply to extended leaves of absence:

- (1) Requests for leaves shall be in writing.
- (2) Salary increments shall not accrue.
- (3) Sick leave days shall not accrue, but unused sick leave days held at the beginning of the leave shall be reinstated.
- (4) Because of the requirements of notification to laid-off teachers and the planning for staff requirements for the ensuing year, there shall be a professional obligation assumed by the teacher on leave of absence to notify the Board of Education of their intent to return to duty in the Van Dyke Public Schools or resign by March 1 of the year they are on leave.
- (5) Following the conclusion of the leave of absence, the teacher returning from leave shall be reemployed by the Board of Education. He/she shall be placed in a position for which he/she is certified and highly qualified as defined by NCLB.
- (6) Leaves of absence may be extended, upon written request of the teacher on leave, for a period not to exceed one year.
- (7) Upon granting of any of the foregoing leaves of absence, the teacher shall be informed of the restrictions of such leaves.

Approved leaves of absence do not constitute a break in consecutive years of service in the Van Dyke Public Schools; time spent on approved leave, however, cannot be added to the total number of consecutive years of service.

ARTICLE V

TEACHING PERIODS

The general practice of scheduling teaching periods shall be covered by these standards. Deviation may occur where there is mutual consent for experimental programs or where other temporary conditions may require it. Assigned teaching periods may be amended should the district adopt another alternative instructional model for elementary, middle and/or high school.

- A. Principals shall publish a schedule of duty assignments by the second Monday of each semester. Administrators shall consult with building representatives to review duty schedules in order to rotate all duties among all teachers assigned to their building. Building administrators may deviate from the elementary, middle school and high school schedules to accommodate State and Federal testing programs.
- B. The daily time schedule for elementary teachers shall be seven (7) hours and twenty-six (26) minutes. This shall include an average of 325 minutes of instruction (except during the first and last weeks of the school year and those weeks shortened by the negotiated calendar or "acts of God"), and a thirty (30) minute continuous duty-free lunch period. All teachers shall be in their classrooms fifteen (15) minutes prior to the commencement of the regular school day and fifteen (15) minutes at the conclusion of the regular school day. Entry time into the classrooms for students shall commence fifteen (15) minutes after teachers are scheduled to be in their classrooms. The Board of Education may schedule enrichment classes within the school day. If regularly scheduled enrichment time is missed because of the absence of a librarian, elementary physical education, art, or vocal music teacher, the regular classroom teacher, whose enrichment class was missed and who taught during the time period usually taught by the absent enrichment teacher, shall be compensated for the amount of time according to the established rate (as stated in Article II). Enrichment grades will be placed on report cards by enrichment staff. Request for report cards must be made 24 hours in advance of the requested date. If report cards are not in the building, a list of grades will be given for the classroom teacher to place on the report cards. Should electronic report cards be adopted by the district, alternative procedures for posting report cards may be necessary. In the event of an elementary principal's absence, due to school business or illness, a designated teacher will be available to serve as a stand-in for emergencies.
- C. The daily time schedule for Middle School teachers shall be (7) hours and twenty-five (25) minutes. This schedule shall include five (5) class periods and one (1) preparation period consistent with the length of regularly scheduled class periods. Teachers will have a thirty (30) minute continuous duty-free lunch period. All teachers shall be in their classrooms fifteen (15) minutes prior to the commencement of the regular school day and fifteen (15) minutes at the conclusion of the regular school day for consultation with students.
- D. The daily time schedule for senior high school teachers shall be (7) hours and thirty-two (32) minutes. This schedule shall include a duty free preparation period, consistent with the length of regularly scheduled class periods, modified for purpose of **block** scheduling, **three (3) class periods**, and a thirty (30) minute, duty-free lunch period. All teachers shall be in their classrooms fifteen (15) minutes prior to the commencement of the regular school day and fifteen (15) minutes at the conclusion of the regular school day for consultation with students.
- E.
 - 1. Variations in the length of class periods, at the secondary levels, shall be limited to ten (10) minutes.
 - 2. Due to Channel One programming, one class period may be increased up to fifteen (15) minutes with all teachers assigned to view Channel One program.

ARTICLE V (continued)

- F. Teachers shall keep Tuesday of each week free, following school, for staff and departmental meetings. It is understood that staff and departmental meetings, due to necessity, may have to extend beyond the limits of the normal day; principals, however, shall notify teachers of meetings one (1) week in advance, when possible, and post an agenda for such meetings. When such meetings conflict with the regular monthly Professional Personnel meetings, staff and departmental meetings shall be scheduled on another Tuesday, except in cases of extreme emergency, with mutual approval of the superintendent and the president of the Professional Personnel or his/her designated representative. On record days, teacher meetings for building organizational and operational purposes may be scheduled for the beginning of the day. Such meetings shall be limited to the first hour of the day. Only building meetings may be held on record days. Teachers shall not be required to complete the final records until expiration of the records day.
- G. In-building Educational Planning and Placement Committee (IEPC) meetings shall not be scheduled during the teacher's preparation period.
- H. When the professional staff of a building (through mutual consultation among administrators and teachers) deems it appropriate to request released time for in-service training, which is directly connected with the instructional program and which will obviously lead to its improvement, they may submit such request directly to the superintendent for his/her approval. It is understood that his/her approval will be conditional upon the value of such a request to the instructional program within that building and/or District. Furthermore, released time may be approved only within the limits of existing State regulations.
- I. The District shall comply with State and Federal guidelines in the use of designated teachers in subsidized programs as substitutes.
- J. At the elementary level, all students new to the District shall be tested in reading by the building administrator or his/her designee, other than the regular classroom teachers, within ten (10) school days following the first date of attendance in the teacher's classroom.
- K. Teachers at all levels can leave five (5) minutes after student dismissal on Friday and the day before a holiday.
- L. In addition to regular staff meetings, the parties have agreed that six (6) hours per school year shall be held on regularly scheduled workdays. The purpose of such meetings shall be for work on School Improvement (Public Act 25). Dates, hours, and locations of school improvement meetings shall be mutually agreed upon by the building administrator and the PPVD school staff members for that building. Attendance at meetings scheduled outside of the district shall be voluntary. In the event agreement cannot be reached on the date and time of the meeting(s), the building administrator shall schedule the meeting(s) which will begin fifteen (15) minutes after the students are dismissed. K-6 staff shall be exempt from the six (6) hour provision of this paragraph.

ARTICLE VI

SCHOOL FACILITIES:

Adequate lounge and lavatory facilities, exclusively for teacher use, shall be made available in all schools.

The Board of Education shall make every effort to provide properly maintained and secure parking areas for members of the bargaining unit during working hours.

ARTICLE VII

TEACHER ASSIGNMENTS - VACANCIES - LAYOFF, RECALL AND INVOLUNTARY TRANSFER OF PERSONNEL

- A. Sex shall not be a consideration in the placement of teachers at any level.
- B. Vacancy: A position will be considered vacant when a teacher is needed to fill a position.
- C. Procedures for filling vacancies that occur during the school year: Vacancies arising during the school year may be considered temporary and shall be posted at the end of the school year following intrabuilding realignment of personnel, which will be the responsibility of the building principal. Temporary vacancies shall be offered to laid-off teachers who are certified and highly qualified as defined by NCLB for these positions. If there are no certified and highly qualified, as defined by NCLB laid-off personnel, then candidates from outside the bargaining unit will be considered to fill the temporary vacancies for the balance of the school year only.

Laid-off personnel will have ten (10) calendar days in which to decide if they wish to accept a temporary position following the employer's certified post-marked receipt of a recall notice from the U.S. Postal Service. If a written response is not received within ten (10) calendar days, regardless of the reason, the employee will be considered to have voluntarily refused acceptance. Rejection of the offer of employment by a laid-off teacher may constitute termination of employment.

- D. Notice of vacancies for all positions to be filled by teachers shall be posted for a period of four (4) working days in all school buildings of the Van Dyke Schools. Such notices shall include only minimum qualifications required for vacant positions.
- E. Whenever vacancies occur during the summer months, when regular school is not in session, the following procedures shall be followed:
 - (1) Teachers with interests in vacancies for which they are certified and qualified shall call the PPVD summer job hotline at (586) 758-8360. Jobs will be posted on the job line by Tuesday noon of each week. The posting will run until 3:30 p.m. the following Monday.

The job line will be updated throughout the summer as jobs become open and available. Teachers can apply in writing to the Personnel Office or FAX in their application to (586)759-9408. Applications must be received by deadline (Monday at 3:30 p.m.) to be considered for the posting.

- (2) If there are no highly qualified as defined by NCLB and certified applicants from within the bargaining unit, then laid-off tenured personnel, who are certified and highly qualified as defined by NCLB, will have ten (10) calendar days in which to respond in writing if they wish to accept the position following the employer's certified post-marked receipt of a recall letter from the U.S. Postal Service.

Such notices shall include only minimum qualifications for vacant positions. If a written response is not received within ten (10) calendar days, regardless of the reason, the employee will be considered to have voluntarily refused acceptance.

ARTICLE VII (continued)

- F. Applicants from the bargaining unit shall be considered for vacancies on the basis of seniority, certification, qualifications, including being highly qualified as defined by NCLB and tenure before consideration of teachers outside of the bargaining unit. There is no assumed or implied priority in the sequence of the above mentioned criteria. All positions shall be filled by members of the Professional Personnel unless there are no members who meet the posted minimum qualifications. If there are no applicants from within the bargaining unit for a regular teaching position and there are teachers currently laid off, a fully certified and highly qualified as defined by NCLB member with the least seniority shall be involuntarily transferred in order to effectuate the return of a laid-off teacher. Involuntary transfers under this provision are not grievable. It is understood that teacher transfers during the course of the school year shall be authorized only when there is a change of teaching level. Teachers may not transfer from building to building within a given level during the school year.
- G. Positions for principal and assistant principal will be posted within, and outside of, the district. A screening committee will be established to review applications and conduct initial interviews for all building level principal and assistant principal positions. The screening committee, selected by the superintendent, shall be comprised of three (3) administrators and two (2) teachers. The committee will make recommendations to the superintendent.
- H. Tentative teacher schedules shall be distributed thirty (30) days prior to the end of the school year whenever possible. When enrollment fluctuation obviously indicates a possible elimination of a teaching position in a given building, the principal shall inform the teacher affected.
- I. The Professional Personnel shall consider unethical the failure of teachers to notify their principals of their intent to leave the Van Dyke Public Schools sixty (60) days prior to the end of the school year.
- J. The superintendent may place a newly employed teacher or a teacher returning to the System after a break in service of one year or more, excluding approved leaves of absence, at any step on the salary schedule. It is understood that a teacher shall not be given experience credit on the salary schedule in excess of his/her teaching or related experience, but may be placed on the salary schedule at any step up to his/her experience. Signing of the individual contract by the teacher shall constitute agreement with the placement on the salary schedule, and said teacher shall have no right to an appeal or review of such placement or salary. The superintendent, or designee, shall consult with the president of the Professional Personnel prior to the employment of any new teacher whenever possible.
- K. The status of an intern (student teacher) is that of student. An intern's continuation in the program is subject to a joint decision by the Van Dyke Public Schools and the cooperating institution of higher learning.

ARTICLE VII (continued)

- L. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary schools, and transfers between schools may be necessary due to enrollment fluctuation. Such transfers and changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and the best interests of the school district and the pupils. When transfers are necessary, subject to the above stated provisions, seniority in the System shall be the determining factor. However, when the individual school enrollment makes it necessary to reduce the number of teachers in a given building or department, such involuntary transfer shall result in the lowest seniority teacher in the building or department requiring reduction being transferred. Such teacher shall have a right to "bump" the lowest seniority teacher in the District for whose position he/she is certified and highly qualified as defined by NCLB, provided that the effect of such "bumping" does not result in the layoff of a teacher with more seniority than one who is retained, if the transferred teacher could fill the latter's position. A teacher's right to "bump" is restricted to his/her certification and fields of qualification. Such teacher shall also have the right to bid on a job-posted vacancy for which he/she is certified and highly qualified as defined by NCLB. Prior to any involuntary transfer, a special conference will be held with representatives of the administration and the president of the Professional Personnel. Involuntary transfers under this provision are not grievable.
- M. When volunteers are not available, building principals may assign teachers who are on their preparation period to substitute, on a rotational basis.
- N. The instructional day for all teachers within a given level (elementary, middle school, or senior high school) shall be uniform unless State regulations or transportation requires adjustments.
- O. In recognition of the importance of extracurricular activities in the total school curriculum, it is agreed:
- (1) Selection of coaches will be based on experience and qualifications.
 - (2) PPVD members will be given priority consideration in selection and placement.
 - (3) All coaching personnel will be evaluated annually by the Athletic Director or his/her administrative designee.

Provisions for Reduction, Recall and Involuntary Transfers in the Event of Layoff

The Professional Personnel acknowledges that among the rights reserved to the Board under Article XV hereof, is the authority to curtail program, including the establishment of partial-day sessions, and to reduce the professional staff in the school district and any of its schools, particularly when such action is necessitated by reason of an insufficiency of operational revenues available to the Board of Education and declining enrollment.

ARTICLE VII (continued)

Prior to adopting any plan resulting in a curtailment of programs or the reduction of staff, the superintendent, or designee, shall consult with the president of the Professional Personnel concerning the necessity for such action, the development of plans for operating at a reduced financial level, and the identification of teachers whose employment will be affected, including the involuntary transfer of teachers. Following intra-building realignment of staff, which will be the responsibility of the building administrator, such involuntary transfers shall be mandated to retain teachers with greater seniority and lay off those with the lowest seniority; such involuntary transfers shall include the transfer of the lowest seniority teachers to different teaching levels or departments to retain teachers with greater seniority, provided the involuntarily transferred teachers are certified and qualified to teach at that level or in that department. To be considered certified and highly qualified as defined by NCLB, the teacher's credentials attesting to that certification must have been on file in the personnel office ninety (90) calendar days prior to the close of the current school year, or a letter from an authorized agent of an accredited college or university attesting that the required course work for the certification will be successfully completed by the end of the current school year. Involuntary transfers shall be accomplished on the basis of reverse seniority. Such involuntary transfers are not grievable.

The following procedures shall be observed by the Board:

- A. In the event it becomes necessary to reduce the number of teachers, the Board shall follow the procedures listed:
 1. Teachers not holding a regular Michigan provisional, permanent, continuing, or professional certificate shall be laid off first, provided there are fully highly qualified as defined by NCLB and fully certified teachers to replace the laid-off teachers.
 2. If reduction is still necessary, then probationary teachers with the least number of continuous years of teaching in the Van Dyke Schools shall be laid off first, provided there are remaining fully and highly qualified as defined by NCLB and fully certified teachers to replace the laid-off teachers.
 3. If further reduction is still necessary, tenure teachers with the least number of continuous years of teaching experience in the Van Dyke Schools shall be laid off first, provided there are fully and highly qualified as defined by NCLB and fully certified teachers to replace the laid-off teachers.
 4. A laid-off teacher may exercise his/her seniority rights only to "bump" a teacher with the lowest seniority for whose position he/she is certified and highly qualified as defined by NCLB.

The above stated criteria (A3), (A4) shall apply to reinstatement. The right to recall is limited to bargaining unit members whose recall rights are protected under the Teachers' Tenure Act.

ARTICLE VII (continued)

- B. Prior to a layoff, the Board, after consultation with the Professional Personnel, shall realign (building) and involuntarily transfer (system wide) staff in the closing weeks of the current school year to assure the recall of those teachers with the highest seniority. In the event the Board elects to lay off staff, the Board shall lay off all staff up to the desired seniority level on the published current seniority list starting with those teachers with the lowest seniority. (e.g., should one ten-year teacher be laid off, all ten-year teachers and all teachers with less than ten years seniority shall be laid off.)

Laid-off personnel shall be recalled (greatest seniority first) to positions for which they are certified and highly qualified as defined by NCLB as determined by the State Department of Education and the Master Agreement. In the event there are positions available for laid-off teachers who are certified and highly qualified as defined by NCLB and are tied in seniority, then the tie shall be broken according to the provisions of Article I. In any event, when realignments, involuntary transfers and recalls are completed, those teachers laid off shall be those with the least number of years seniority (district-wide) who are not certified and highly qualified as defined by NCLB for available positions. All teachers officially laid off shall receive Blue Cross, life insurance, dental insurance, and optical insurance for two (2) months following the layoff.

- C. Notice of openings on the staff shall be sent by registered mail to the last-known address of qualified personnel. It shall be the obligation of laid-off teachers to keep the superintendent informed, by registered mail, of address changes. Laid-off teachers will have ten (10) calendar days in which to respond following the employer's certified post-marked receipt of the recall letter from the U.S. Postal Service. Rejection of the offer of employment by a laid-off teacher may constitute termination of employment.

ARTICLE VIII

ASSIGNMENT OF NON-TEACHING DUTIES

Non-teaching duties, such as taking tickets at sports events or chaperoning dances, etc., shall be compensated at the rate set forth in Article II. Assignment of these duties shall be equitable among all members of the bargaining unit in the school involved. Principals shall seek to fill these assignments on a voluntary basis. In the event these assignments are not filled in such a manner, they shall be assigned on a rotating basis. The president of the Professional Personnel shall not be subject to the provisions of this paragraph.

Middle school and senior high volleyball and basketball games will be treated as separate events when they occur on the same night, and shall be compensated at the rate of \$20.00 per game. Teachers attending and supervising at elementary winter and spring musical programs will be paid \$40 per program (effective 2004-05).

High School varsity football games shall be compensated at the rate of \$25.00 per game.

ARTICLE IX

CLASS SIZE LIMITATION

At the senior high school level, the class load for teachers in academic departments shall be 120 students per four (4) academic classes. Each student above maximum shall remain in the classroom, and the teacher shall be compensated at the rate of \$500.00 for each student on a prorated basis; or each student above maximum shall be removed from the classroom. Academic departments are defined as English, math, science, social studies and health education.

At the K-8 level, the following standards shall be observed:

K-1 (26 maximum); 2-3 (26 maximum); 4-6 (29 maximum). Split classes--two (2) fewer. Teachers of elementary split classes which do not exceed the maximum shall receive \$1,000 as compensation. Teachers of split classes which exceed these maximums shall be compensated at the rate of five percent (5%) of the beginning BA base salary. Teachers will not be required to take split classes in consecutive years. These standards shall be in effect by the student count date.*

On or before the student count date, the building administrator shall choose one of the following options if a class exceeds these maximums:

- (1) Each child above maximum shall be removed from the classroom, by either redistribution or bussing; or
- (2) Each child above maximum shall remain in the classroom, and the teacher shall be compensated at the rate of \$500.00 for each child on a pro rata basis.* Such compensation at grades 7-8 shall be made when the teacher's daily academic class load exceeds 150 students per five-hour day. Such payment shall be made on a pro rata basis.

After the student count date, students should not be added to classes which are at or above these maximums; however, in the event all classes of the same grade level are at maximum, 1 (one) student may be added to those classes.

At the elementary level, the equitable initial assignment of mainstreamed special education students (only E.I. and L.D.) shall be mandatory in those buildings where there exists more than one classroom at any given level. Each student certified for L.D. or E.I. will be counted on the regular classroom teacher's enrollment for class load purposes on a one-to-one basis.

P.O.H.I. students who are enrolled in a regular classroom will be counted on a one-to-one basis provided the student spends more than one-half the instructional day in the regular classroom. A P.O.H.I. student who spends less than one-half the instructional day will be counted on a pro rata basis.

*Compensation, however, shall be prorated on the actual number of days the over-sized condition has existed.

ARTICLE X

DISCIPLINE

Maintaining discipline shall be the responsibility of all certified personnel. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher assumes the primary responsibility for maintaining proper control and discipline in the school. A system-wide discipline code shall be developed, implemented, and adhered to. The teacher is, within reasonable bounds, the substitute for the parent exercising his/her delegated authority. He/she is vested with the power to administer moderate correction, with the proper instrument, which should have some reference to the character of the offense, the sex, age, size, and physical strength of the pupil. When the teacher keeps within the circumscribed sphere of his/her authority, the degree of correction must be left to his/her discretion as it is to the parent under like circumstances. Within this limit, he/she has the authority to determine the gravity of the offense and to mete out to the offender the punishment which he/she feels his/her conduct justly merits. In the event that a teacher is physically assaulted by a pupil, the pupil shall be suspended pending appropriate disciplinary and legal action, or psychological evaluation. In the event that a teacher is unable to perform his/her duties as a result of an assault by a pupil, his/her absence from work shall not be deducted from his/her personal bank.

Disruptive incidents involving student discipline, which result in five (5) separate parent-student-building administrator in-building meetings, for any one student, during any given school year between the parent(s), student and building administrator shall be reported to the superintendent or his designee on a monthly basis. The superintendent or his designee will compile the report and submit a copy to the Board of Education and the president of the Professional Personnel. The report shall include action taken. At the elementary and middle school level, five (5) separate documented disruptive incidents involving any one student shall be reported to the Superintendent, or a designee, on a monthly basis.

It shall be the responsibility of the teacher to report to his/her principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel.

Any complaint made by a parent, student or any person against a teacher in the performance of his/her duties may not be used as disciplinary action against the teacher, unless the teacher is notified about said complaint within one week after the complaint has been filed.

The maximum student capacity for an existing high school alternative education program shall increase from 60 to 80 students.

The issue of discipline and more effective classroom management is a mandated topic of review through the State's School Improvement Process. Therefore, individual buildings will be required to examine this issue through a committee process including administrators, teachers, community, etc. This process will be overseen and supported by the district-wide School Improvement Committee and Board of Education. The topic of discipline and effective classroom management will be further discussed at meetings of the district-wide School Improvement Committee. The committee will report their recommendations regarding discipline to the Board of Education.

ARTICLE XI

MEETINGS ON POLICY MATTERS

Meetings on policy matters between the President of the Professional Personnel and the superintendent shall be convened at the request of either party at a suitable and agreeable time. These meetings shall be held at least once per month. It is understood that if these meetings infringe upon the teaching schedule of the President of the Professional Personnel, it shall not result in a loss of salary to the President of the Professional Personnel.

ARTICLE XII

GRIEVANCE PROCEDURE

I. DEFINITIONS

A grievance is a complaint by the Union or by a Member of the bargaining unit that the Union or the Member has been deprived of a right granted by the contract or a practice arising under the contract. All days listed in these steps are working days.

II. PROCEDURES

Step 1:

The person complaining shall discuss the matter informally with their immediate Supervisor within ten (10) working days following their discovery of the facts that give rise to the complaint.

Step 2:

If the matter cannot be resolved informally with the immediate supervisor, the Union will present the complaint to the Supervisor who has authority to grant the grievance. Such complaint will be presented in writing no later than ten (10) working days after the Step 1 discussion. The Supervisor will make a decision no later than ten (10) working days after he or she receives the written complaint and give a copy of the decision to the Union.

Step 3:

The Union may appeal the Supervisor's decision by sending a written or electronic notice of appeal to the Superintendent of Schools within ten (10) days after the Union receives the decision at Step 2. The Superintendent will issue his or her decision no later than ten (10) days after he or she receives the notice of appeal. The Superintendent may request a meeting with the Union to discuss the complaint.

Step 4:

- A. The Union may submit the complaint to final and binding arbitration. To do so, the Union must provide written or electronic notice of its intention to arbitrate the complaint; such notice must be provided to the Superintendent no later than twenty (20) days after the Union receives the decision of the Superintendent.
- B. The parties will attempt to agree on an Arbitrator. An Arbitrator will be selected and employed pursuant to the labor arbitration rules of the American Arbitration Association if the parties cannot agree on an arbitrator within ten (10) working days after the Union's filing of a notice of its intention to arbitrate the complaint.

III. PRINCIPLES

- A. The Arbitrator may not add to or detract from this Agreement.
- B. The fees of the Arbitrator will be equally divided between parties.
- C. The decision of the Arbitrator is final and binding on the Union and the Board of Education.

ARTICLE XII (continued)

- D. Failure at any step of this procedure to communicate a decision on a grievance, within specified time limits, shall permit lodging an appeal at the next step of this procedure, within the time allotted had the decision been given. Failure to appeal a decision, within specified time limits, shall be deemed an acceptance of the decision.

The Board's decision not to re-employ a probationary employee shall be in accordance with the law, and these actions shall not be subject to the grievance procedure or arbitration provisions of this Agreement, but may be actionable through the Michigan Teacher Tenure Act.

An alleged misapplication of the terms of this Agreement, which transcends building limitations (class action), may within ten (10) days of the alleged misapplication be initiated at Step 3 of the grievance procedure by the executive board of the Professional Personnel.

Failure at any step of this procedure to communicate a decision on a grievance, within specified time limits, shall permit lodging an appeal at the next step of this procedure, within the time allotted had the decision been given. Failure to appeal a decision, within specified time limits, shall be deemed an acceptance of the decision.

By mutual agreement of the President of the Professional Personnel and the superintendent, time limits may be altered.

ARTICLE XIII

PROFESSIONAL PERSONNEL ACTIVITIES

The Professional Personnel shall have exclusive use of bulletin boards in each faculty lounge. It shall be the only teachers' organization permitted to use the school mail system and to conduct meetings in any building of the Van Dyke Public Schools. The display of proselytizing literature or insignia of any other teachers' organization shall be prohibited. All material posted on bulletin boards provided for the Professional Personnel or placed in the school mail system, shall relate to the official business of the Professional Personnel. All notices must be signed by a designated Professional Personnel official and initialed by the building principal.

The superintendent shall discuss major budget proposals with the president of the Professional Personnel prior to submitting them to the Board of Education.

The President of the Professional Personnel shall have one (1) hour released time, without loss of salary, for the purpose of implementing the terms of this Agreement. The President of the Professional Personnel may have an additional hour of released time at union expense. The cost of the additional hour shall be computed at one-sixth of the president's annual contractual salary. This released time shall be in effect on an annual basis. In addition to the president's released time, the Board of Education shall supply substitutes, at its expense, for teachers engaged in official Professional Personnel business up to an aggregate of forty-eight (48) hours per annum. Said released time shall not be used in litigation between the Board of Education and the Professional Personnel.

The Board agrees to continue to provide the Professional Personnel President with the current office space at Lincoln Middle School or a comparable facility at the President's work location. The choice of location shall be determined by the Board.

The Professional Personnel President will receive an annual accommodation of 10,000 free photocopies to be made at Lincoln Middle School or at the President's work location during normal working hours, provided equipment and personnel are available. The choice of location shall be determined by the Board.

ARTICLE XIV

TEACHER RESPONSIBILITY

The Professional Personnel and the Board of Education accept as their first responsibility the offering of an educational program consistent with current needs of the community and its ability to financially support it.

The teacher accepts the responsibility to strive for excellence in teaching and to take advantage of opportunities for continually improving his/her teaching skill and his/her relationship with children.

The teacher agrees to uphold the policies, rules, regulations, and procedures of the Board of Education consistent with current state law, uniform throughout each building level, and which are available to all teachers. The Board of Education and the Professional Personnel agree to form a committee to recommend to the Board of Education approved changes to update said policies, rules, regulations, and procedures.

The Professional Personnel recognizes that abuse of sick leave or other leaves, chronic tardiness or absences, willful deficiencies of professional performance, or other violations of discipline according to Board policy and the Master Agreement, by a teacher, reflects adversely upon the teaching profession and creates undesirable conditions in the school system, and may result in dismissal or other appropriate disciplinary action by the Board subject to the Michigan Tenure Act.

Alleged breaches of discipline shall be promptly reported, in writing, to the offending teacher and to the president of the Professional Personnel by the teacher's immediate supervisor.

The Professional Personnel will act in its best effort to correct breaches of professional behavior by any teacher, and in acute cases, may institute proceedings against the affected teacher. This in no way mitigates or negates the responsibility or authority of the administration.

The teacher will assume responsibility to check the professional bulletin board daily.

All teachers shall have a negative T.B. test report on file in the Personnel Office according to provisions of current State law. Teachers failing to comply with this policy may be subject to immediate suspension without pay. The Board shall reimburse teachers for any Board required test and/or examination. The Board shall have the authority to determine the test and/or examination and its location of administration. Reimbursement to a teacher for outside administration of required test and/or examination shall be limited to the amount the Board would pay its contractor.

It is the responsibility of each teacher to provide educational experiences of the highest quality. This includes:

1. Careful daily preparation, including lesson plans.
2. Attendance at staff meetings.

ARTICLE XIV (continued)

3. Teachers shall attend at least six (6) after-school activities, local building or district-wide, during the academic year. Parent-teacher conferences and open houses, if held, shall be required as partial fulfillment of this number. The remainder of events shall include, but not be limited to: Mother-Daughter Tea, Dad-Lad Night, cultural performances, P.T.A. activities, and interscholastic athletic competition.

Teachers will not leave their buildings during working hours, except their lunch period, without the consent of the building principal or his/her designated representative. When teachers leave the building during their lunch period, they are expected to notify the school office.

Teachers shall not seek to proselytize political or religious views in the classroom.

Building principals shall have the right to assign teachers, within their building, to periodically check restrooms or other locations where smoking or loitering is suspected. Such assignments shall be rotated among all members of the bargaining unit, within each building, subject to their individual classroom location.

The superintendent and the president of the Professional Personnel shall meet monthly to review the progress of teachers who have been informed about inconsistencies or shortcomings in their professional behavior. The teacher in question shall have the right to be present at these meetings.

Teachers are expected to dress in a professional manner. Building administration and staff can establish special dress days.

ARTICLE XV

RESERVATION OF RIGHTS AND POWERS OF THE BOARD AND THE PROFESSIONAL PERSONNEL

- A. The Board, on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting, the generality of the foregoing, the right:
1. to the executive management and administrative control of the school system and its properties and facilities, and the performance of its employees while on duty;
 2. to hire all employees, subject to the provisions of law, and to determine their qualifications and the conditions of their continued employment or their dismissal or demotion, and to promote and transfer all such employees under the conditions of the Michigan Tenure Act and/or the Master Agreement;
 3. to establish courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students as deemed necessary;
 4. to officially act upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids;
 5. to approve class schedules, assignments of teachers, and related non teaching activities.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the United States.

The Board agrees, however, that except as to those working conditions incorporated in this Agreement, no change in present working conditions which have been set forth in Board policy will be made effective without notification to the president of the Professional Personnel and consultation with representatives of the Professional Personnel, appointed by him/her, regarding such proposed change. Such notification shall be given as far in advance of the effective date of any such proposed change as is reasonably possible, with the objective of affording the Professional Personnel an opportunity, if it has objections to any such proposed change, to resolve such objections with the Board or its representatives before any such proposed change is made effective. However, both parties recognize the possibility that emergency situations may arise in which prior notification and consultation is not feasible.

ARTICLE XVI

SCHOOL CALENDAR

On days when students are excused due to inclement weather, teachers will not report to school. Any student instruction days which are canceled and which must be rescheduled in order to comply with school State Aid Act MCLA, 338.1701 (3), (4), shall be rescheduled. Days to be made up shall increase the school calendar as full days at the conclusion of the last regular full student day. The total number of student attendance days will be limited to those required by State including those made up. The final three days shall conform to the original calendar as described in this article. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

ARTICLE XVII

GENERAL

In the event that any provisions of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken with the time provided for doing so, such provisions shall be void and inoperative, however, all other provisions of this Agreement shall continue in effect. A court of competent jurisdiction shall be defined as the Macomb County Circuit Court or a court of higher jurisdiction.

A committee will be established made up of representatives from PPVD and administration to research and study different options available for providing health care and prescription services in an effort to reduce cost. This will include, but will not be limited to: co-pays, deductibles, providers, special plan options, etc. The committee will begin meeting in September 2006 and will provide a report to the bargaining teams by March 1, 2007.