

MASTER CONTRACT AGREEMENT

Between

Dowagiac Union School District

and the

Berrien-Cass County Education Association

Dowagiac Education Association, MEA/NEA

2008-2009

2009-2010



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AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of January, 2009, by and between the **BOARD OF EDUCATION of the DOWAGIAC UNION SCHOOL DISTRICT #31**, of Dowagiac, Michigan, hereinafter referred to as the "**Board**" and the **BERRIEN - CASS COUNTY EDUCATION ASSOCIATION/DOWAGIAC EDUCATION ASSOCIATION, MEA-NEA**, hereinafter referred to as the "**Association**".

ARTICLE 1 - PURPOSE AND INTENT

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

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

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

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

ARTICLE 2 - RECOGNITION AND AGENCY SHOP

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

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

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

Section 4: All teachers, as a condition of continued employment, shall sign and deliver to the **Board** an authorization form for the assignment of dues and assessments of BCCEA/DEA, MEA/NEA, or shall pay such fee directly. It is recognized that the proper negotiation and administration of collective bargaining agreements entails expenses which are appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the **Association**, such teacher shall, as a condition of continued employment by the **Board**, cause to be paid

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

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

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

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

- a. The **Association** has the right to choose the legal counsel to defend any such suit or action, after consultation with the **Board**.
- b. If the **Board**, its officers, agents or employees elects to select its or their own counsel in any such suit, then the **Association** shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the **Association**, through counsel it selects after consultation with the **Board**, does represent the **Board**, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.
- c. The **Association**, in defense of any such suit, after consultation with the **Board**, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article.
- d. The **Association**, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the **Board**, its

officers, agents or employees under this section, after consultation with the **Board**.

- e. In the event a claim is made regarding unemployment benefits, the **Board** will object to such claim and demand a hearing regarding such claim and will immediately notify the **Association** so it can defend against such claim in a timely fashion.

Section 8: The **Board** shall also make payroll deductions upon written authorizations from teachers for annuities, credit union, and savings bonds, or any other plans or programs jointly approved by the **Association** and the **Board**. Funds shall be transferred to the appropriate programs within two (2) business days after the deduction.

Section 9: The deductions for **Association** dues and Representative fees will be made bi-weekly from October through May, for a total of twenty (20) deductions. All other deductions will be deducted bi-weekly throughout the year for a total of twenty-six (26) deductions.

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

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

ARTICLE 3 - RIGHTS OF THE BOARD

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

- a. Manage and control the school's business, the equipment, and the operations and to direct the working forces and affairs of the employer.
- b. Continue its rights and past practices of assignment and direction of work to its personnel.
- c. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or extra duties of employees (if above the employee's classification, such assignments will be temporary and of a short duration) determine the size of the work force and to lay off employees.

- d. Determine the supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods of change therein.
- e. Adopt reasonable rules and regulations.
- f. Determine the qualifications of employees.
- g. Determine the number and locations or relocation of its facilities, including the establishment or relocations of new schools, departments, divisions or subdivisions, buildings or other facilities.
- h. Determine the placement of operations, production, service, maintenance or distribution of work, and the sources of materials and supplies.
- i. Determine the financial policies, including all accounting procedures, regarding **Board** actions.
- j. Determine the size of the management, organization, its function, authority, amount of supervision, and table of organization.
- k. Determine the policy affecting the selection, testing or training of employees.
- l. To change, alter, modify its methods of operation, direction and supervision of the work force, policies and practices, so long as such change, alteration or modification does not violate the express terms of this contract, or does not violate a binding customary or past practice which limits the **Board's** managerial discretion. In this connection, it is expressly understood that in order for a customary or past practice to be binding on the **Board**, the practice must be one which:
 - (1) confers a benefit of particular personal value to the employee; and
 - (2) has been followed consistently over a period of time sufficiently long that employees may reasonably expect it to continue as a permanent employment condition; and
 - (3) to which both the **Board** and **Association** have mutually accepted as a fixed condition of employment.

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

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

ARTICLE 4 - ASSOCIATION RIGHTS

Section 1: The **Board** agrees to make available to the **Association** a copy of such public information as the **Association** requests pursuant to PERA and/or in accordance with the requirements of the Michigan Freedom of Information Act. ("FOIA")

Section 2: The Superintendent shall inform the **Association** of any existing teaching vacancy during the school year by posting a letter on the bulletin boards of each school, send a copy to the President of the Association, and shall provide opportunities to teachers to express their desires for changes in assignment for a period of five (5) school days after the posting of such notice. During the summer months the **Association** and individual teachers who qualify and have indicated in writing by the last teacher day of school a desire for a change will be notified by district email of vacancies as they occur.

Section 3: The **Association** shall have the right to use school building facilities to hold monthly meetings of its membership on the Wednesday following the regularly scheduled school board meeting of each month. It shall have the right to hold other meetings, provided advance notice for such usage has been given to the administration. All Dowagiac Education Association meetings shall be held outside of the regular teacher hours unless with the express permission of the administration.

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

Section 4: Duly authorized representatives of the local **Association** shall be permitted to transact official **Association** business on school property during school

hours, provided that this shall not interfere with class time of the representative or interrupt any other teacher's class time or interfere with or interrupt normal school operations without the express approval of the administration.

Section 5: The **Board** shall grant leave for attendance at **Association** activities for appropriate **Association** representatives not to exceed twenty (20) days total for the bargaining unit for each school year with prior notification to the Superintendent. The **Association** will submit to the Superintendent a tentative calendar and names of representatives for Michigan Education Association activities by September 15th of the contract year. The **Association** shall be entitled to make reasonable modifications to the tentative calendar. The **Association** shall be responsible for the substitute teachers' cost. The **Board** shall be responsible for paying the teachers' per diem salary.

ARTICLE 5 - TEACHER'S RIGHTS

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

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

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

Section 3: The **Board** recognizes its responsibility to give assistance to teachers, with respect to the maintenance of control and discipline in the classroom, within the confines of School policies. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established **Board** policy. It shall be the responsibility of the teacher to report to the principal the name of any student who, in the opinion of the teacher, needs the particular assistance of skilled personnel. Principals and teachers will work cooperatively in resolving discipline problems which disrupt good classroom operations.

- a. The District-wide School Improvement Process shall be used to develop a K-5 Code of Discipline that will contain realistic behavioral expectations for students. This Code of Discipline will include a mission, standards, model, range of consequences for misbehavior, positive behavioral interventions and training for all staff. A record of student behavior shall be maintained by the principal, along with a copy of each referral form documenting any incidence of misbehavior.
- b. A lead teacher(s) shall be named for each elementary building by the first building staff meeting to make necessary disciplinary decisions when the principal is absent from the building. The district shall also provide a

disciplinary referral form to K-5 teachers. These referral forms shall be used to record students disciplined by the principal and the staff.

- c. An In-School Suspension room shall be established.

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

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

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

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

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

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

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

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

Section 12: A designated telephone shall be made available to teachers in the staff lounge or another acceptable location for their use. Any long distance calls made

by the teacher and charged to the **Board** must have been approved by the administration. No personal long distance calls are to be charged to the **Board**.

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

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

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

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

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

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

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

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

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

Section 21: Sexual Harassment.

- a. The parties shall be bound by the District's policies against sexual harassment.

- b. Sexual harassment includes, but is not limited to, the distribution or displaying of sexually suggestive or related photographs, drawings, and graffiti; sexually degrading words and innuendoes; sexual advances and propositions; and verbal or physical abuse of a sexual nature.

ARTICLE 6 - TEACHING CONDITIONS

Section 1: Because the pupil/teacher ratio is important to an effective educational program, the **Board** agrees that class sizes (whenever possible) should not exceed the number of workstations for lab, science, industrial tech, art, life skills and computer classes.

Further, the **Board** agrees to continue its effort to keep K-12 class sizes at an acceptable number as dictated by the financial condition of the School District, the building facilities available, the availability of qualified teachers, and the best interest of the District as deemed administratively feasible.

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

Section 2: Every reasonable effort will be made to limit the number of secondary course preparations to three (3).

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

- a. Subject to availability and to the best utilization of the substitute, teachers will be allowed to request a specific substitute.
- b. A teacher shall obtain the approval of his principal to contact other staff teachers for substitution purposes. Such assignments shall be voluntary, unless an emergency situation exists.
- c. In the case of an emergency, when the Administration is unable to obtain a certified substitute, the following process of rotation, within the building, shall be used to fill the position.
 - 1) Qualified para-professionals shall be part of the rotation pool, and may be used with permission of the principal.
 - 2) No certified staff person will be continually or inequitably required to fill vacant positions. Every effort will be made to rotate coverage among ALL certified staff listed in the pool.
 - 3) The rotation pool will include: (not necessarily in order) Building Principal, Counselor, Assistant Principal, Media Specialist, Title I Teacher, Music Teacher, Art Teacher, PE Teacher, and Speech Therapist.
 - 4) In the event that a "specials" teacher is required to substitute for a classroom teacher resulting in a loss of preparation time, the "special"

class will not be made up. The affected classroom teachers losing this preparation time should turn in the appropriate form for compensation when subbing during a "special" class.

5) If an assembly is scheduled during a specials time the specials teacher will accompany his/her class to the assembly unless the assembly is off-site or a fundraiser assembly. If "special time" is missed due to an event scheduled by the school and/or classroom teachers, the "special" will not be made up. If the classroom teacher is required to be with his/her class because of the scheduled event, a compensation form may be turned in.

- d. K-12 teachers needing substitute teachers shall report absences no later than 6:00 a.m. on the day of the absence unless there are extenuating circumstances, using the AESOP system or a successor district system for reporting absences. Teachers can access this system via telephone at 1-800-942-3767 or the Internet at www.aesoponline.com.

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

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

Section 5: Supervising teachers of student teachers shall be tenured teachers.

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

Section 6: The Dowagiac Schools may need to provide services to medically fragile students not currently served in a regular education classroom setting who require additional assistance in order to be included in a regular classroom setting as determined at the initial I.E.P.C. meeting. The District's nurse shall develop an individualized health plan for such students and is available to assist teachers serving such students. General education teachers shall not be required to perform routine, scheduled maintenance of a medical appliance or apparatus (specific appliances to be identified in the procedure) nor render routine, scheduled care or maintenance of

exceptional bodily functions related to students' handicap conditions. Emergency measures to be performed by general education teachers and necessary training also will be addressed in the written directions provided by the District nurse and/or other health care provider, along with immediate contact information for the school nurse.

It is agreed that:

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

Section 7: If the **Board** assigns an incumbent teacher to a position where said teacher is not certified, the **Board** will reimburse that teacher for tuition and books utilized in gaining certification for that position. It is understood that six (6) semester hours per year is a reasonable load.

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

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

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

Section 8: Professional Conferences At the beginning of each school year, the principal or a district administrator will review the building conference budget with the teachers in the building. In addition to the building budget, the principal or a district administrator will provide a list of non-building resources available to support conference attendance, i.e. Title 1, At-Risk, special education.

A copy of all requests sent to the principal will also be sent to the district administrator with conference approval responsibility. Conference requests must be aligned with the School Improvement plan of the building or district school improvement plan or individual teacher's development plan or co-curricular position. If a conference request is denied, a written rationale for the denial will be provided in the space provided on the conference form.

A principal may require conference attendance at professional development activities if it is related to a teacher's evaluation. When conference attendance is required, the district will pay all costs of the conference.

When conference funds or substitutes are limited, departments in their "Review Years" will be given preference for conference attendance related to the area of curriculum in review.

ARTICLE 7 - CURRICULUM AND DEPARTMENTS

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

- a. Teachers shall be given either individually or through established committees, the opportunity to make recommendations concerning educational programs and media for consideration by the **Board**.
- b. The **Board** recognizes the need for a district-wide Curriculum Council consisting of the Assistant Superintendent, all building principals, all department chairpersons, and all grade level chairpersons. There shall be ten (10) representatives on the committee from Grades K-5, with one from each building and one from each grade level. If no teacher volunteers from a particular grade level or building, the position shall remain unfilled. The committee's function shall be to review all pending curricular changes, new textbook adoptions, and proposals for new instructional programs and media, prior to their being presented to the **Board of Education** for adoption. All open Curriculum Council positions shall be posted so all qualified staff may submit an application.
- c. The assistant superintendent shall act as the chairperson for this committee. Members of the committee shall attend all meetings as a whole, and meetings of sub-committees to which they have been assigned. Non-attendance shall be with prior approval of the committee chairperson.

Section 2: At the direction of the assistant superintendent and/or building principals, department chairperson(s) may be established on a building basis or a district-wide basis, in a given subject area or combination thereof. Where department chairpersons are called for, the department shall not consist of less than five members. Under the direction of the assistant superintendent and/or building principal, the department chairman shall exercise coordination of programs and materials, and shall serve as instructional liaison between the teachers of that department and the school administration. Such chairperson shall not be considered an administrator. Any teacher selected as a department chairperson shall be given the following duties:

- a. Provide direction and assistance to all members of the department.

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

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

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

Duties:

1. To plan, call and conduct grade level meetings.
2. Forward minutes of grade level meetings to grade level members, elementary principals, Curriculum Director, Superintendent, and other grade level chairpersons.
3. To aid in the formation of curriculum sub-committees and to serve on a curriculum sub-committee.
4. To promote sharing of positive curricular programs between elementary professionals.
5. To serve as part of a report card evaluating committee.
6. To represent grade level in meetings with administrators.

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

Section 4: Elementary Building Curriculum Council Members.

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

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

Duties:

1. To aid in the formation of curriculum sub-committees and to serve on a curriculum sub-committee.
2. To promote sharing of positive curricular programs between elementary professionals.
3. To represent building in meetings with administrators.
4. To serve as an elementary representative on one of the eight major K-12 curriculum sub-committees.
5. Aid the school administration in building planning and design.
6. Recommend well-planned innovative programs to the school administration.
7. Recommend goals for improving instruction and materials needed for it.
8. Be a member of the system-wide Curriculum Council.
9. The school administration may assign to the department chairperson members those other duties which are normally associated with the position of department chairperson.

ARTICLE 8 - SENIORITY

Section 1: Bargaining unit seniority shall be defined as the length of continuous employment within the DEA bargaining unit with the Dowagiac School System. Any teacher who is granted tenure shall have seniority from the last date of hire. For the purpose of this article, date of hire is the date of the letter of intent given by the

Superintendent or his designee. Seniority shall be maintained, but shall not accrue, while a teacher is on unpaid leave. The school shall transmit a copy of the seniority list to the **Association** on or before the 30th day of September each year.

- a. Seniority points will be figured on a formula of six (6) points per month multiplied by the number of months per year employed (maximum of nine (9) months). The maximum points per year will be 54 (9 x 6). Only the months of September, October, November, December, January, February, March, April, and May will be counted for seniority purposes.
- b. Teachers employed for one (1) semester will receive 27 points. An eligible employee will have points pro-rated in a part-time position, i.e. three (3) hours equals three (3) points per month, four (4) hours equals four (4) points, etc.
- c. An eligible employee will receive full seniority points if they are employed ten (10) or more days in the eligible months. An employee working less than ten (10) days will receive no seniority points.
- d. An employee on paid leave of absence will receive seniority points. An employee on unpaid leave of absence will not accrue seniority points.
- e. Non-certified staff will receive ("half points") 3 points per month. All currently employed staff (as of 9-1-03) will be grand parented. Status changes will be October 15 and February 15.

Section 2. Teachers shall lose seniority and employment shall terminate upon the occurrence of any of the following:

- a. Failure to accept a notice of recall within the timelines established within this agreement.
- b. Failure to return from a leave of absence as set forth in this agreement.
- c. Upon resignation, retirement or discharge for cause from a bargaining unit position.
- d. Upon loss of mandatory certification during the student school year.
- e. Upon the occurrence of any other event contained in this agreement that results in loss of seniority.

ARTICLE 9 - EMPLOYMENT REQUIREMENTS

Section 1: The teaching day for all teachers shall be a seven (7) hour and twenty (20) minute time span. Teachers in secondary buildings must stay at least 15 minutes after the conclusion of the student day and teachers in elementary buildings must be present at least 15 minutes prior to the start of the student day. The time that teachers must arrive before the student day and must remain after the student day shall be determined by the building principal after consultation with the staff.

Exception: On Fridays and days preceding holidays or breaks, the work day shall conclude five (5) minutes after the close of the student day.

- a. All teachers shall be entitled to a duty-free lunch period of not less than thirty (30) minutes.
- b. All teachers shall be present for one weekly staff or grade level meeting as is deemed necessary by the administration. Such meetings will be scheduled on Tuesday afternoon and will not exceed one (1) hour in duration. Teachers will keep Tuesday after school free for such purposes. Such meetings may be rescheduled on other days or at other times except Fridays or the day before a vacation, provided a majority of the affected staff members agree. It is acknowledged that kindergarten teachers may, from time to time, be required to meet more than once per week.
- c. Teachers shall be expected to attend departmental meetings, and other committee meetings scheduled with teachers involved with said committee.
- d. The **Board** may schedule up to six (6) evenings during each year by building, or system-wide, for parent-teacher conferences, open house and/or student achievement nights, and as determined by individual building school improvement teams and/or building administrators. These meetings will not be scheduled to exceed three hours per meeting. All staff members are required to be in attendance unless excused by the building administrator. When parent-teacher conferences are scheduled at night in that building, those students and their teachers shall be released from school no later than the start of the student lunch period. When parent-teacher conferences are scheduled during the afternoon, those students shall be released from school no later than the start of the first student lunch period in that building. During parent/teacher conferences if a teacher teaches in the morning and has parent/teacher conferences in both the afternoon and evening of the same day, they will be provided with release time on the Friday afternoon of parent/teacher conference week, or another afternoon mutually agreed to by the Superintendent and the **Association**.
- e. Kindergarten, Y-5's, and pre-school roundups shall be scheduled during the normal teacher day hours in the spring.
- f. It is recommended that teachers attend regularly scheduled PTA/PTO meetings scheduled for their buildings.
- g. Individual teacher exceptions to this section shall be obtained from the building principal.
- h. The **Board** and the kindergarten teachers recognize the importance of good parent-teacher communication. Due to the total number of students kindergarten teachers service, the kindergarten teachers will be allotted the following time for spring and fall conferences:

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

- i. Teacher Record Days--Scheduling of Meetings. Meetings involving staff members (curriculum, general staff, IEPs, school improvement, etc.) shall not be scheduled on teacher record day without the consent of the affected staff. Brief emergency meetings shall be the only exceptions.

Section 2: Instructional/Planning Time

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

To eliminate shared recess and provide quality blocks of planning time for classroom teachers (not less than 20 minutes), every effort will be made to provide the needed time by adding minutes to "Specials" (Music, Art, Physical Education, Library, and other specials). Additionally, efforts will be made to provide balance between the teaching times of the specials in each building. Elementary building principals, the Association president, the Superintendent or designee and the Specials teachers will meet no later than May of each year to discuss proposed schedules that will be finalized by the start of the new school year.
- c. Any teacher who is assigned more than twenty-seven (27) hours of instructional time per week shall receive an hourly stipend for each hour or fraction of an hour above twenty-seven (27) calculated by dividing the teacher's salary by 1340 for each five (5) day student week in which the instructional hours are exceeded. The board will ensure the 300 minutes of weekly elementary planning time and duty free 30 minute lunch time.
- d. K-5 teachers will not be assigned pre and post school student supervision and breakfast and lunch supervision.
- e. Each principal shall be responsible for implementing the above paragraphs.
- f. Instructional time means time which counts for state aide purposes.
 - 1) A teacher shall be entitled to a planning period if he/she is scheduled to teach at least 50% of a full teaching load.

- 2) A teacher with less than a full teaching schedule will have salary, benefits, and conference time pro-rated based on the percentage of the number of his/her scheduled hours to the number of hours scheduled for full-time teachers.
- 3) Every attempt will be made to hire elementary teachers on the basis of one-half (1/2) day or full day.

Section 3: When an **Association** member substitutes during his preparation period for an absent teacher he shall be paid at an hourly rate based on the BA base divided by 1340 hours for each classroom period of substitution. Any secondary teacher who substitutes in a "block" class will have their pay pro-rated.

Section 4: For middle and high school teachers, each overload equals $1 \div (\text{number of classes offered a normal student in that building during a normal school year})$ of salary. (i.e., in a 7 period day, each overload would equal $1/7^{\text{th}}$ of salary, in a trimester each overload would equal $1/15^{\text{th}}$ of salary.)

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

Section 6: Educational Forms

a. Progress Reports

Teachers shall make it known to the principal at the midpoint of each marking period, those students who, at that point, are receiving a grade less than a C- or have dropped an entire grade from the previous marking period. Progress reports will report the student's actual grade at this midpoint progress report time. Parents may request an individual progress report from a teacher.

K-5 parents or guardians may not request a progress report at less than one week intervals without a prior meeting of the parent, teacher and building administrator or his/her designee.

Requests for 6-12 weekly progress reports by parents, guardians, coaches and/or other legally entitled parties must be submitted to building guidance departments by 2:00 pm on Tuesday of the week requested. Guidance personnel will publish a list for teacher use in preparation of reports which can then be printed by Friday morning. Following procedures established by building, these reports are to be turned in to guidance or provided to requesting parties and/or individual students on Friday.

b. IEPC's

Child Study Coordinators will notify district certified staff members who are required to attend an Individual Educational Planning Committee (IEPC) meeting as soon as possible after the meeting date has been arranged with the parent and itinerant staff.

If an IEPC/504 meeting extends beyond a teacher's contractual workday, he/she will be compensated with replacement time or at the contractual hourly rate.

c. Forms/Procedures (IEPC/504 and Other Non-District Forms)

1. All requests will first come to the building principal or Central Office administrator.
2. All requests from outside agencies will have the prior written consent and approval of the subject child's parent/guardian.
3. A district level administrator given that responsibility will approve all forms for use.
4. Teachers will be held harmless for information given provided that the information supplied is, to the best of their knowledge, accurate.
5. All requests will have a 10-calendar day (excluding scheduled vacations) lead time for completion except in cases of emergency and agreed to by the staff member completing the form(s).
6. When requests are made for information that is not applicable, not observed or the teacher completing the form(s) feels unqualified to answer, the teacher will so indicate on the form(s). If the form(s) do not provide a way to indicate that the information is not applicable, not observed or the teacher feels unqualified to answer, the teacher shall provide a written explanation regarding the information requested.
7. Training will be provided if requested or needed.
8. If filling out form(s) generates revenue for the district, the teacher will share the proceeds to be used for curriculum-related materials.

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

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

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

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

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

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

Section 10: Mentor Teacher

- a. The Building Principal, after consultation with the department chair, grade level chair or building representative shall appoint a person with the approval of the **Association**, who qualifies under Section 1526 of P.A. 335 of Public Act of 1993 as a mentor for each probationary teacher. Any person so selected may decline to serve as a mentor. Bargaining unit members shall be given first consideration.
- b. Every effort shall be made to match mentor teachers and probationary teachers who work in the same building and have the same areas of certification.
- c. Probationary employees shall only be assigned to one (1) mentor teacher at a time.
- d. The mentor teacher's assignment shall be for one (1) school year subject to review by the mentor teacher and probationary teacher. The appointment may be renewed in succeeding years.
- e. The mentor teacher job description is as follows:
 1. The mentor will assist the probationer.
 2. The mentor will be available to help the probationer learn procedures and policies of the School and School District.
 3. The mentor will assist the probationer to achieve the goals of the IDP.
 4. The mentor will make an effort to build rapport with the probationer at the earliest time possible.
 5. The mentor will directly assist the probationer with getting ready for school and with the end of semester/year work and materials.
 6. The mentor will offer encouragement "when things get tough."
 7. The mentor will make it clear that part of his/her role is to help the probationer to interpret and act on visitations/observations reports.
 8. The administration will keep the mentor and the probationer well advised of potential concerns--"No last minute surprises."
 9. The mentor will be positive; it is just as important to remark about the good things observed as to note needs for improvement.

- f. Release time shall be provided in those K-12 special areas for probationers to consult with special area staff when needed.
- g. Upon request, the Administration shall make available reasonable release time so the mentor may work with the probationer in his/her assignment during the regular workday. When possible, the mentor and probationary teacher will be assigned a common preparation time.
- h. Each mentor shall be compensated at the rate of two (2%) percent of the BA Base each year for their services inclusive of training activities outside the work day or school year, not to exceed five (5) days beyond the contract year. Attendance is expected at all mentor-mentee meetings to receive this compensation, unless the absence is approved in advance or an emergency occurs.
- i. The mentor teacher shall not participate in the supervision or evaluation of the probationary teacher. The mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the probationary teacher's evaluation.

Section 11: It is the sole responsibility of the teacher to maintain certification and, where mandated, highly qualified status. Certification and highly qualified status (if applicable) must be assured before contracts shall be issued. It is the responsibility of the teacher to provide the district office with updated certification/state license or certificate.

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

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

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

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

ARTICLE 10 - TEACHER EVALUATION

Section 1: The **Association** and the **Board** recognize the right and responsibility of the administrative staff to evaluate the performance of teachers. The **Association** and the **Board** also recognize the right and responsibility of the administrative staff of

the school to visit classrooms for purposes of evaluating and promoting the educational program. Records and evaluations of the work performance of each individual teacher will be properly kept and maintained.

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

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

Section 4: Tenure teachers shall be evaluated at least once every three years and may be evaluated more often at the administration's discretion. The tenure teacher shall be formally observed at least two times within the three-year evaluation cycle with at least one observation during the year of the evaluation. The tenure evaluation is due on or before April 1. The timeline may be extended by agreement between the teacher and the evaluator or in case of teacher absence for more than 5 consecutive days, but not later than June 1. The non-tenure teacher shall be formally observed at least two times per year, with the first observation completed on or before December 15, and at least one more on or before March 15 of each year of the probationary period. Non-tenure evaluations are due April 1 or similar timeline for non-tenure teachers starting after the beginning of the school year.

Section 5: Formal observations and evaluations shall be conducted in the teacher's presence and with the teacher's full knowledge. The written report shall be personally presented to the teacher for signature before placement in their personnel file.

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

Section 7: Prior to the above observation the teacher shall be informed as to the criteria of the evaluation to be used by the principal. A post observation conference shall be held to discuss the observation within 10 school days of the observation.

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

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

days if the evaluation is reviewed more than ten (10) school days before the end of the school year, or within fourteen (14) calendar days if the evaluation is reviewed less than ten (10) school days before the end of the school year.

ARTICLE 11 - PAID LEAVES OF ABSENCE

The Association and Board recognize the importance of professional staff members being in the classroom regularly and therefore all absences will be considered prior to approval of other school-related absence requests.

The administration may restrict school-related absences if a high use of Personal Business Days or other paid leave days have already been approved and/or have occurred.

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

- a. Personal illness of the teacher.
- b. Illness of a spouse, child, mother, father, mother-in-law, father-in-law, stepchild, stepmother, stepfather, and guardian/legal dependent.
- c. Funeral leave--five (5) days for family per occurrence and two (2) days for non-family members per year.
- d. Personal business--four (4) days, with five (5) working days notice. Personal leave cannot be used for recreation.
 - i. A maximum of 2 consecutive days per request
 - ii. Personal Business Days will not normally be granted on days immediately before or after school breaks, vacations or holidays. It is understood that requests for leave on days preceding or following recess times and the beginning and closing of school shall be denied, except in case of verified emergency, or extenuating circumstances as determined by the Superintendent.
 - iii. When the total number of requests for a specific day exceeds five (5), the District can ask teachers to reschedule their leave. It is understood that some days cannot be rescheduled (one-time-only events). In such instances, the District will seek other means to fill anticipated subbing needs, including rescinding approval for conferences and in-district curriculum meetings.
- e. A tenured teacher who has used no more than seven (7) days paid leave of absence under this article (whether for funeral, illness, or personal business) in the prior three (3) consecutive school years, or who has attained perfect attendance in the preceding school year may, at his option, utilize two (2) personal leave days provided for in Section 1(d) without the restrictions or limitations on the reasons for granting such leave, except that such personal leave shall not be used immediately before or after school breaks or holidays.

- f. A teacher who is eligible to use personal business leave without restrictions or limitations under Subsection (e) above may do so without having those days charged as absences for the purpose of administering Subsection (e), though such leave days shall continue to be deducted from the teacher's accumulated total paid leave days.
- g. In cases where extenuating circumstances exist in the aforementioned sections of this article, the teacher may appeal to the Superintendent whose decision shall be final.

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

Section 3: By September 30, a written notification shall be given each teacher as to sick days accumulated but in no case shall the accumulated total exceed one hundred fifty-five (155) days.

Section 4: Leave provisions shall apply to full-time personnel. Teachers employed on less than a full-time contract basis shall have their sick leave pro-rated.

Section 5: The Superintendent or designee may request a verification certificate for illness signed by a physician in the event of irregular attendance and/or may request other appropriate verification as needed whenever abuse of any paid leave is observed.

Section 6: In the event that the **Board** questions a teacher's fitness to return following the use of sick leave in excess of five (5) work days, the teacher must submit a written statement from his health care provider, physician and/or psychologist, to the effect that he is physically and/or mentally able to perform the essential functions of his assigned duties and responsibilities.

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

Section 7: Workmen's Compensation -- Any teacher who is absent because of an injury, condition, or disease compensable under the Michigan Workmen's Compensation Act shall receive from the **Board** the difference between Workmen's Compensation and the regular salary, to the extent and until such time as such teacher shall have used his/her sick leave allowance.

All on-the job injuries must be reported within 48 hours via the district's accident report form, or the teacher's absence telephone recorder. Whenever a teacher is injured on the job, he or she is to immediately report the injury to the building principal. The teacher is to complete the "Employee's Report of Injury" form detailing the injury, cause, time, date and other information requested on the form; sign, date and submit it to their building principal. The injury report is to be completed even though there may be no

medical treatment at the time of reporting. If medical treatment is needed at a future date, a report will be on file.

If medical treatment is needed, the district will provide the injured teacher with the "Authority for Treatment" form, which the injured teacher will take to the school district's designated medical facility. In cases of emergency, and/or if the medical treatment is discovered to be needed after regular school hours, and/or days not in session, the teacher may seek immediate treatment at the facility/doctor of their choice, informing the facility that it is a work-related injury. The teacher may use his/her MESSA insurance card at the time, but notify the school district as soon as possible of the treatment, and inform his/her principal of his/her progress, and if it will be necessary for the teacher to be off from work, or of any other information related to the injury claim. The teacher is to obtain a doctor's release to return to work. Teachers should contact the district's business office with any questions regarding their Workmen's Compensation claim.

In order to file a Workmen's Compensation claim:

1. A teacher must be absent from work for seven (7) days or longer due to the injury or illness.
2. All claims must be filed with the district's business office.
3. After a claim is filed the district's business office will contact the insurance company. Said company, or the district, will notify the teacher that the claim has been filed.
4. If medical treatments are continuing on the seventh (7th) day or thereafter, the teacher must notify the district's business office.

NOTE: The district's accident report form is not a claim for Workmen's Compensation.

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

Section 8: Jury Duty and Subpoenas

- a. Jury Duty—When a teacher is notified of selection and/or service for jury duty, that said teacher shall:
 1. Present the written notice to the Superintendent's office within two (2) working days following receipt of such notification.
 2. Teacher will be provided with written procedures to be followed.
 3. If procedures are complied with, teachers will not lose any teaching salary or fringe benefits including sick days or personal leave.
- b. Subpoenas—When a teacher is subpoenaed as a witness, defined as a party to any litigation for which neither he/she nor any family member is the defendant or plaintiff, has or may have a vested interest, that teacher shall:

1. Present the written notice to the Superintendent's office within two (2) working days following the receipt of such notification.
2. Teacher will be provided with written procedures to be followed.
3. If procedures are complied with, teachers will not lose any teaching salary or fringe benefits including sick days or personal leave.

Section 9: Sick-Bank. A sick leave bank for certified staff has been established whereby each **Association** member may donate one day per year (with the option of donating more days in any given year if the bank falls below a minimum number of days as determined by the oversight committee).

The intent of the Sick Bank is to provide a support system for teachers who have a serious significant health issue (guideline #3) that extends beyond their accumulated sick leave.

The bank will be used by members with medical leave needs above and beyond their personal sick leave bank, for serious illness/surgery. A joint administration - association committee will oversee the bank with three (3) teachers and two (2) administrators mutually establishing its guidelines and eligibility criteria for bank use. The maximum number of days in the sick bank will be 270 per year. An increase in the total can only be granted following a favorable majority vote of the **Association/Administration** Sick Bank Committee. Any such increase will be on a case-by-case basis.

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

GUIDELINES:

1. Applications for days from the sick leave bank must be made in writing to the Sick Leave Bank Committee, in care of the DEA Executive Board/Insurance Committee and accompanied by a doctor's statement.
2. After exhaustion of an employee's sick leave accumulation, a minimum of two (2) consecutive workdays must pass before the employee is eligible to receive days from the sick leave bank.
3. Sick leave days shall be available from the bank for an employee's illness, injury, disability, or for those of their children or spouse.
4. The minimum number of days that can be applied for is 10 days per occasion or, the number of days needed to complete the extended sick leave. The maximum that can be awarded is 90 per school year, or 50% of the total number of days available in the sick bank, whichever is less.

All sick days loaned by the bank will be paid back at a rate determined by the committee, on a case-by-case basis.

5. Under no circumstances will a donated day result in a payment which exceeds an employee's normal daily rate.

6. The Sick Leave Bank Committee may make reasonable rules regarding its operation provided they are not contrary to the terms set forth here, or in other portions of the contract.

7. Each case will be judged on its individual merits. The committee will meet within five (5) days of receiving the request and determine by majority vote whether the request will be granted, modified, or denied. **Association** members and Administrators sitting on the committee will abstain from voting on an application from their respective buildings and the **Association** will select an administrator, and the **Administration** will select an Association member, to be the substitute voter.

8. The decision of the committee is final.

9. Within 30 days of the beginning of each school year, the **Administration** will provide the **Association** with an updated balance of each teacher's personal bank (to be held in confidence).

10. Monthly reports on the status of the sick leave bank will be issued by the **Association**.

11. When the committee determines that the number of days in the bank is not sufficient, they may request, at semester break, a new open contribution period.

ARTICLE 12 – UNPAID LEAVE OF ABSENCE

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

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

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

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

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

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

Section 4: A pregnant teacher may commence a leave of absence at the request of her physician or upon thirty (30) days notice of intent to leave at a natural school break. In the event of miscarriage or death of the object child of the leave, the leave of absence may be terminated, upon mutual agreement, provided a position is available. (Note Article 11, Section 6)

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

- a. A teacher on an unpaid leave of absence wishing to return to active employment at the start of the next school year shall notify the **Board**, in writing, of his intention to return on or before March 1st. A teacher on an unpaid leave of absence whose leave terminates during a school year shall notify the **Board**, in writing, of his intention to return not less than thirty (30) days before the termination date of the leave. Whenever an unpaid leave of absence is granted, the teacher shall be notified, in writing, of the requirements of this section.
- b. If a teacher fails to provide notice within the time limits set forth herein, said teacher shall be deemed to have refused an offer of active employment, pursuant to Article 14, at the beginning of the succeeding school year. Such refusal shall constitute a voluntary resignation effective July 1 of that year. The Board/designee may extend the deadline due to extenuating circumstances.
- c. A teacher hired to fill a vacancy created by a leave of absence shall be informed of the provision of this section.

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

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

$$\frac{\text{(Days worked + used paid sick leave days)}}{\text{Number of scheduled teacher days}}$$

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

- b. Involuntary unpaid leave: The Board will continue its share of the insurance premium for teachers on an involuntary unpaid leave of absence due to illness or accident. The teacher will receive pro-rated insurance under the formula set forth in Subsection (a) above, or until LTD benefits are available, whichever occurs first. **Board** paid insurance means the **Board** submitting its share of the insurance premium.
- c. Teachers who have elected to "bank" sick days or not utilize sick days cannot obtain an additional year's insurance coverage by deferring sick days until the commencement of the next school year although they are entitled to utilize their sick days.
- d. For teachers who retire or resign at the end of the school year, the **Board** will continue to pay the monthly contribution through August 31. Teachers who retire or resign prior to the end of the school year will receive pro-rated insurance under the formula set forth in Subsection (a) above.

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

Section 8: The parties shall be bound by School District policy and procedure pertaining to the Family and Medical Leave Act. FMLA will run concurrently with any qualifying leave request.

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

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

In the instance of personal illness only, when an employee has (STD) short-term disability insurance (employee paid), said person will be required to use only their accumulated paid leave days until short-term disability insurance (STD) is effective.

ARTICLE 13 - VACANCY, TRANSFER AND ASSIGNMENTS

Section 1: A vacancy shall be defined for the purposes of this agreement as a newly created position or an unoccupied position caused by resignation, retirement or transfer, shall be posted as a vacancy, unless there is an employee returning from a leave of absence or eligible for recall who is certified and highly qualified for the position.

- a. The employer recognizes that in making assignments to vacant and new positions the interest of bargaining unit members shall be considered.
- b. Vacancies occurring within the bargaining unit and within the total professional staff, including newly created positions, shall be posted on a designated bulletin board in each school district building along with a copy of the posting to the **Association**. Such postings shall reflect specific requirements and preferences for the position.
- c. Positions shall be posted at least five (5) school days prior to being filled. Bargaining unit members may apply for such positions by submitting written application to the personnel office.
- d. When regular school is not in session, the employer will post in the personnel office all vacancies as above described. Until August 1, positions so posted shall remain posted at least ten (10) calendar days before being filled. Thereafter, positions will be posted five (5) calendar days. Application may be made in the same manner described above and positions will be filled in the same manner.
- e. Seniority will be given when teachers apply for internal and external transfers except when experiences related to the posting, competency and/or qualifications of another candidate may be superior.

Section 2. "Supportable Professional Rationale" as used below means that the following factors will be considered: professional experiences, items noted in evaluations, seniority, district needs, student needs, staff interests or prior request.

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

- a. Inform the staff in writing (memo, staff meeting agenda, etc.) of known or anticipated vacancies.
- b. Establish a written timeline for staff members to discuss the vacancies and/or apply for the position(s).
- c. A copy of all internal vacancies and/or anticipated grade level assignments will be sent to the Superintendent/designee and the Association.
- d. Internal candidates are defined as first members within each building, then members within the district.

- e. A teacher will lose his/her transfer rights if the last formal evaluation or the current documented performance of the teacher is unsatisfactory (exception: layoff/recall per Master Contract language and/or state law).
- f. During the summer months the Association and individual teachers who qualify and have indicated in writing by the last teacher day of school a desire for a change, will be notified by district email of vacancies as they occur. Application may be made in the same manner described above and positions will be filled in the same manner.

Section 4: All bargaining unit professional vacancies will be posted per master contract language. Postings will normally be sent outside of the School District. There may be time when external postings will not occur as determined by the Superintendent or his/her designee. Priority of internal candidates shall be internal candidates within the building, followed by candidates within the district. The sequence is described below:

- a. All internal candidates who meet certification requirements for the posted position will receive an interview by a Principal(s), Assistant Superintendent, the Superintendent or his/her designees.
- b. The administrator in charge will make the final decision to recommend or not recommend employment of the internal candidate. The administrative decision may not be the basis of any grievance under terms of the master agreement with the exception of Article 13, Section 1(e). When a transfer request is denied, the employer shall, when requested, provide "the affected teacher" and the Association with specific documentation and/or supportable professional rationale.
- c. After a decision has been made on internal candidates, any external candidates who are chosen for an interview by the administration will be interviewed by a representative committee. Bargaining unit members of the interview committee will be selected from those who volunteer.
- d. After interviews are complete, the committee shall give their input to the administrator in charge, who, in turn, shall make the final recommendation for employment.
- e. It is understood that bargaining unit members on the interview committee will not rank any candidates by number or percentage.

Section 5. Involuntary Transfers

- a. Where involuntary transfers are made, supportable professional rationale shall be considered. It is also understood that involuntary transfers will not be punitive.
- b. Where involuntary transfers are made, the employer shall, when requested, provide "the affected teacher" and the Association with specific documentation and/or supportable professional rationale.

Section 6: All bargaining unit members shall be given written notice of their tentative assignment for the forthcoming school year no later than June 1st. When possible, such tentative assignment shall include building and grade level for elementary teachers, and building, department(s) and a listing of probable courses to be taught for secondary teachers. All changes in a teacher's tentative assignment made subsequent to June 1, shall be communicated to the teacher immediately.

Section 7: Although teachers may gain tenure under the Michigan Teachers Tenure Act, it is understood that no teacher shall acquire tenure in a specific position, such as counseling, etc.

ARTICLE 14 - LAYOFF AND RECALL

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

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

Section 2: The **Board** will be allowed to layoff teachers in mid-year with the following provisions:

- a. Staff hired prior to August 27, 2003 will be exempt from such layoffs.
- b. Affected staff will be notified as soon as possible after the "official count date", but no later than October 31, unless the count date occurs in October. If the official count date occurs October 1 or later, affected staff will be notified no later than 30 days after the count date.
- c. The "trigger mechanism" to initiate consideration of mid-year layoffs will be 1% of more loss of "blended count" FTE's (full time equivalents).
- d. Mid-year layoffs would be effective on the first day of the second semester.
- e. The net amount of money saved as a result of mid-year layoffs will not exceed more than 50% of the total dollars saved as a result of reductions.

- f. Health insurance benefits for staff affected by mid-year layoffs will continue through February of the current school year.
- g. The **Association** will be consulted after spring enrollment projections are completed, following the fall count date and prior to any decisions that may result in mid-year layoffs.
- h. If mid-year layoffs are necessary, part-time staff receiving benefits from the Michigan Public School Employees Retirement System (MPERS) will be the first personnel to be considered for layoff. Thereafter, all other staff will be considered as stipulated in Article 14, Sections 1 and 2.

Section 3: For the purpose of lay off, recall, transfer, vacancy and assignment the term "qualified" shall be defined as follows (unless superceded by law – see Article 21):

- a. Grades 6-12: Teachers assigned to grades 6 through 12 shall be assigned within their major or minor field of study or within their specific area or areas of endorsement as shown on the teacher's State of Michigan teaching certificate or highly qualified major or minor field of study as denoted in the state/federal highly qualified language governing districts.
- b. Elementary Classrooms: Teachers assigned to elementary classrooms shall be deemed qualified if they are certified as elementary classroom teachers and shall have done at least one of the following within the last five (5) years:
 - (1) Taught at the elementary level;
 - (2) Received an elementary certificate or endorsement which is also considered to be highly qualified.
- c. Special Areas: Counselors, reading consultants, media specialists, and instructors of art, music and physical education shall be assigned on the basis of their study in the following specialty areas.

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

<u>Special Area</u>	<u>Positions Affected</u>	<u>Standard</u>
Music	Instrumental - Band	Major concentration in band instruments as indicated on college transcript.
	Vocal	Major concentration in vocal performance area as indicated on college transcript.
	General Music	Major or minor in music education as indicated on college transcript.

Physical Education	K-8	Major or minor in physical education
Media	All Positions	Masters Degree in Library Science from American Library Association accredited library school. Course work shall include courses in audio visuals and curriculum.
Art	K-8	Major or minor in Art Education or endorsement in Art.
Counseling	All Positions	Masters Degree in counseling.
Reading Consultant	All Positions	Masters Degree in reading.

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

- e. Special Education: Teachers assigned to special education assignments shall have the necessary certification and special education endorsements for such assignment.
- f. For the purposes of this Article and all other references in this Agreement, a major shall consist of an official major as stated on a college or university transcript or shall consist of at least the equivalent of twenty-four (24) semester hours in a given area or shall consist of a combination of sufficient undergraduate and/or graduate hours in a given subject which are equivalent to a major. A minor shall consist of an official minor as stated on the college or university transcript or at least the equivalent of fifteen (15) semester hours in a given area or shall consist of a combination of sufficient undergraduate and/or graduate hours in a given subject, which are equivalent to a minor.
- g. It is understood that a teacher with nine (9) semester hours in a given subject area will be considered qualified at the time of layoff and shall be given a summer session to achieve the aforementioned fifteen (15) semester hours. Extensions of the time limit for the fifteen (15) semester hour qualifications may be granted by the **Board** for good and sufficient reason. A teacher who does not achieve such fifteen (15) semester hours of credit can be laid off by the **Board** and replaced with a qualified teacher. Teachers who desire to take such additional study shall notify

the Superintendent on or before June 15th. Notwithstanding any other provision of this Agreement, a teacher who avoids layoff, but fails to complete such fifteen (15) hours can be laid off by the District.

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

Section 4: A teacher who is laid off shall be appointed to the first vacancy in the School District for which he/she is qualified and certified. Rehiring of laid off teachers shall be in order of seniority provided the employees are qualified and certified for the existing vacancy.

Section 5: Notification of recall shall be in writing with a copy to the **Association**. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the District of any change in address.

Section 6: A laid off teacher shall be considered laid off until he/she is reinstated in the District or the teacher resigns. Refusal of an offer from the District for a position for which the laid off teacher is certified, qualified and/or licensed or failure to respond within ten (10) week days of the receipt of a written offer of a position made by the District, shall be cause for termination. However, a teacher recalled from layoff shall have the option to take an unpaid leave of absence for the balance of the school year.

Section 7: The most senior certified and qualified teacher, per the Master Agreement, will be offered the part-time vacant positions. The laid off teacher has the right to refuse the part-time position with the understanding that the most senior teacher, per the Master Agreement, would be offered the next full time position that becomes vacant. The laid off teacher who chooses not to accept a part-time position will not be penalized for not accepting the part-time position.

ARTICLE 15 - TEMPORARY REPLACEMENT TEACHERS

Section 1: If an extended vacancy (i.e., 60 school days or more) develops, the **Board of Education** will issue a "Temporary Replacement" contract to a teacher filling the vacancy. The Temporary Replacement contract will not cover a period beyond the school year in which it is issued and shall terminate upon return of the regular teacher.

Section 2: The temporary replacement teacher will be considered in the bargaining unit.

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

- a. It is understood that the recalled teacher would be laid off at the end of the school year or when the regular teacher returns.
- b. It is further understood that a laid off teacher who is recalled would not lose his/her right to be recalled to a regular position during the time he/she was fulfilling a "Temporary Replacement" contract.

- c. The recalled teacher would:
 - 1. Accrue seniority.
 - 2. Have no bumping rights over other teachers when his/her "Temporary Replacement" contract expires and would sign a waiver indicating that the **Association** is not obligated to represent the teacher if he/she believes that his/her tenure rights have been violated.
 - 3. Accrue credit for advancing on the salary schedule.
 - 4. Receive the salary and fringe benefits as if he/she had been recalled to a regular vacancy.

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

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

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

accept a part-time position will not be penalized for not accepting the part-time position.

ARTICLE 16 - PLANNING COMMISSION

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

Section 1: A committee consisting of 3 administrative and 3 DEA representatives shall be established to investigate and discuss matters of concern pertaining to the smooth operation of the Dowagiac School System.

Section 2: The Commission shall meet during September or a time designated by the Superintendent, at which time the Commission will designate a permanent chairperson.

Section 3: The operating procedure and times for meetings shall be determined by the committee. Items for discussion may be forwarded by either party prior to each meeting. Items for discussion shall be limited to those affecting the school system.

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

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

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

ARTICLE 17 - DISCIPLINE

Section 1: Complaints Against Teachers. When there is a complaint against a teacher from a parent or student, the following procedure will be followed:

- The teacher will be notified immediately by the building administrator.
- The person filing the complaint will be encouraged to seek an informal resolution with the teacher.
- If the informal process does not lead to a satisfactory resolution, or if the person filing the complaint refuses to follow the previous step, then the building administrator will conduct a preliminary investigation.
- Following the completion of the informal investigation, the results will be shared with the teacher within five (5) school days.
- If any disciplinary action, verbal and/or written, is deemed necessary, the teacher shall have the right to: a) know the identity of the person filing the complaint, and (b) meet with the person bringing forth the complaint.

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

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

ARTICLE 18 - GRIEVANCE

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

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

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

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

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

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

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

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

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

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

- a. In the event that a grievance is submitted to arbitration the demand for arbitration shall be submitted to the American Arbitration Association, with a copy to the Superintendent, in accordance with its rules which shall likewise govern the arbitration proceedings.
- b. The **Board** and the **Association** shall not be permitted to assert any ground or to rely on any evidence not previously disclosed to the other party in such arbitration proceeding(s).
- c. The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this agreement nor hear any matter which will

add to or subtract from the terms of this agreement excepting in matters of law.

- d. The **Association** and the **Board** shall be responsible for their own personal costs as to witnesses, attorney fees, etc. The other costs of arbitration shall be borne equally between the parties.

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

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

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

ARTICLE 19 - COMPENSATION

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

Section 2:

a. Effective with the 2006-2007 school year, newly hired teachers may be given full credit for prior full-time teaching experience at the **Board's** discretion. Teaching experience is defined as a position in a state accredited public or private educational institution for which a state certificate or accreditation by a recognized accrediting agency is required, but shall not include substitute teaching.

b. Newly hired teachers shall not be dealt with in an arbitrary or capricious manner by the **Board**. Newly hired teachers shall be granted credit on the salary scale for prior non-teaching experience which the employer deems advantageous to the particular teaching position up to the limits specified in Paragraphs A and B above. The **Association** shall receive a copy of the step placement and his/her prior experience record accepted by the **Board** for salary placement of each newly hired teacher within five (5) days after his/her official hire date.

Section 3: Compensation shall be paid every two (2) weeks on Friday. Not later than June 30 of each year teachers may elect for the following year twenty-six (26) equal pays or twenty-seven (27) equal pays (depending on the annual payroll calendar), twenty-one (21) equal pays or twenty-one (21) pays at the twenty-six (26) or twenty-seven (27) pay rate with the balance to be paid on the twenty-first (21st) payday. Those who select 26 or 27 pays and desire final payment on the twenty-first (21st) payday shall so designate by February 1st of each year.

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

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

Section 6: For those teachers who so authorize by properly executed payroll deduction cards, the **Board** agrees to deduct **Association** dues and Representative fees and remit the same, accompanied by a list of teachers for whom deductions have been made to the **Association** no more than fifteen (15) days after the dues have been deducted. The **Board** also shall make payroll deductions upon written authorizations from teachers for annuities including MEA Financial Services, credit union, insurance, and savings bonds. The above will include only plans or programs jointly approved by the **Board** and the **Association**. Deductions will be mailed to the appropriate/designated institution within two (2) business days after the deduction.

Section 7: Each teacher shall obtain a minimum of two (2) semester hours or three (3) term hours for each five (5) year block of employment in the Dowagiac Union Schools. Said hours shall be in their teaching area or toward a planned program for an advanced degree. Any deviation or extenuating circumstances shall have prior written approval of the building principal and superintendent of schools after a joint discussion with the teacher. The 1973-74 school year shall be considered as the first year of the five (5) year block. Teachers, not at maximum, not meeting this requirement, shall remain at their last salary step until this requirement is met. Teachers at maximum shall remain at their annual salary until this requirement is met. This does not apply to Master Degree holders or above.

Process for Approval for the "Two hours in Five Years" contract Requirement

1. Teachers who successfully complete two (2) hours of university credit, graduate or undergraduate, in an approved program or in a teaching area will satisfy the contractual requirement of Article 19, Section 7.
2. Teachers who take a university class, graduate or undergraduate, that is **not** in a planned program or is not in their teaching area must submit their request in writing for a deviation and meet with the building principal and superintendent or designee. Following the meeting between the teacher, principal and superintendent/ designee, the teacher will be given written approval or disapproval for the deviation. The written approval will identify what activities or outcomes are required for satisfactory completion and subsequent approval of a teacher's request. A rationale will be provided for any disapproval. Written approval or disapproval will be provided to the teacher within 10 school days of the meeting between principal and the superintendent or designee.

3. The equivalent of one semester hour is 15 contact hours in the project or activity for which a teacher requests approval. A teacher requesting credit for less than 15 contact hours must seek written approval from the superintendent or designee. The superintendent or designee will provide written approval or disapproval to the teacher within 10 school days after receipt of the teacher's request.
4. For items two (2) and three (3) above, written approval must be obtained before the teacher enrolls in a class or engages in an activity for which a deviation is sought.

Section 8: Educational Update Incentive. Any teacher not receiving a step increment (maxed out on their track) qualifies for Educational Update Incentive (EUI) at .5% of said teacher's base salary for a minimum six (6) clock hours if the following conditions are met:

a. The teacher notified his/her building principal *in advance* with a brief description of the professional development activity, and how it relates to defined purposes of EUI.

b. Activities with an identifiable learning component that improves instruction and enhances student learning will be considered acceptable.

c. The following will be accepted if the standard established in paragraph B above is met along with all other provisions in this section:

1. Graduate level credits
2. Professional development activities
3. Curriculum work, including subcommittees, pilot projects, etc.
4. Regional, State, National Professional Subject Area Organizations
5. Accreditation programs
6. Professional Reading/Discussion Groups (must meet defined time provisions)
7. State MEAP and/or other assessment tool Studies
8. State Board Continuing Education Credits; SB-CEU's
9. Other related educational activities that meet provisions of this section.

d. Requirements:

1. All requests must be submitted in writing at least 10 business days in advance of the activity. If a request is denied, the teacher will be notified within 10 days of receipt of written request in the district office or prior to the scheduled activity, whichever is earlier. If the teacher is not notified within the specified timelines, EUI will be automatically granted.
2. Travel time will not count for credit/pay.
3. The activity must be a minimum of 1 hour to be counted (e.g. three 20 minute activities will not count as one hour toward requirement).
4. Hours may not be "banked" beyond June 15th of each school year.

5. EUI hours cannot be used for the 2 hour / 5 year requirement provision of the contract (and visa versa – 2 hours / 5 years cannot be used for EUI hours).
6. Activities to be counted for EUI credit must occur outside of the contracted *teacher day*. *Building School Improvement Meeting (Article 9, Section 1) will not count for EUI credit.*

e. The Administration will provide an annual record-keeping form for the teacher to maintain records of the Educational Update Incentive activities.

f. If there are specific questions relating to the activity, the principal may ask for additional information and/or a brief report, after the hours are submitted for payment. The Central Office Administration may also ask for additional information. Decisions of the building principal may be appealed to the Superintendent/designee whose decision will be final.

g. Hours credited will be outside of the teacher contracted time. (The District sponsored professional development days do not count toward this incentive option.) Travel time outside of the teacher's work hours to and from an Educational Update Activity will not be considered part of the hours necessary to receive credit.

h. Depending on insurance premium increases, (if the MESSA premium increase is 13% or less), teachers may opt to attain an additional six (6) hours a year, at .5% of their salary, for a maximum of 12 hours each year. To qualify for this additional .5%, a teacher must have a minimum of six (6) clock hours.

i. Payment for completion of EUI hours shall be:

1. For hours submitted by September 1, no later than September 30.
2. For hours submitted by January 1st, no later than January 31st.
3. For hours submitted by June 15th, no later than July 31st.

Section 9. It is understood that in order for a teacher to qualify for placement on the MA +20 track, the teacher must have earned twenty (20) semester hours (or their equivalent quarter hours) in graduate level courses after having earned the Masters Degree.

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

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

ARTICLE 20 - FRINGE BENEFITS

Section 1: Remuneration shall be made for mileage expenses incurred by teachers while traveling on school business, using a personal auto, at a rate equal to the IRS rate. School business shall include mileage to attend classes and workshops which are authorized and paid for by the **Board**.

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

In addition, for teachers declaring intent to retire by February 1, the Board shall pay \$40/day for each unused sick day in excess of 90 into an IRS approved plan.

Section 3: Insurance:

- a. The insurance benefit year shall be July 1 – June 30.
- b. The **Association** shall determine the insurance coverage and shall advise the **Board** of the coverages selected for each insurance benefit year.
- c. The Board shall provide the following amounts toward the costs (premiums) of insurance benefits:

July 1, 2008 through Dec 31, 2008
\$1070 /month per FTE teacher

Teachers will receive a one time off schedule payment of \$200 in lieu of retroactive insurance contributions payable within 30 days of ratification.

January 1, 2009 through June 30, 2009
\$1100/month per FTE teacher

July 1, 2009 through August 31, 1010
\$1130/month per FTE teacher

- d. For teachers who are assigned to a less than full-time position the **Board's** contribution shall be prorated by using the fraction of the full-time rate the teacher is contracted to teach.
- e. If the monthly premium for teachers is less than the limits specified above, the monthly savings will be placed in an interest bearing escrow account. The **Association** shall have the right to assess its members such monthly assessment as it determines appropriate to the insurance escrow account. Such contribution will be made each pay period. The **Association** will be advised monthly of the running balance of any such escrow account. At the end of any insurance benefit year the **Association** shall direct the **Board** to either (1) deliver to the **Association** any balances then remaining in the escrow account or (2) retain the escrow account to defray the expenses of any new premiums which may exceed the **Board's** required contribution.
- f. If, in any insurance benefit year, the monthly insurance premium exceeds the **Board's** contribution, any additional amounts shall be withdrawn from the escrow account. If there are not sufficient funds in the escrow account to meet the premium payment, then the **Association** shall determine the amount to be deducted from each teacher's salary to cover any deficit, and such deductions shall be made on a per pay period basis.

g. Section 125: The parties agree to the implementation of an insurance plan:

1. The **Board** will adopt a Cafeteria Plan which complies with Section 125 of the Internal Revenue Code. The Cafeteria Plan is not intended to change any benefits except as required by Section 125.
2. The Cafeteria Plan will provide a cash option in lieu of Medical Health coverage.
3. The amount of the cash option will be in accordance with Appendix B Fringe Benefits, Subsection 3, Insurance (b). The **Association** shall determine the amount of cash option and shall advise the **Board** of the amount selected for each benefit year.
4. Bargaining unit members may continue to select options during the regular open enrollment period and pay for them through payroll deductions.
5. Bargaining unit members may continue to elect to participate in tax sheltered annuity programs after completing the necessary salary reduction forms.

Section 4: Pay for approved summer instructional and adult education activities shall be determined by pro-rating the B.A. base for instructional time only. The hourly rate shall be determined by dividing the B.A. track up to a maximum of the fifth step in the same position by 1098 hours

Section 5: The Board shall annually fund a \$10,000 tuition pool available to qualified applicants involved in recertification coursework. Reimbursements will be paid once yearly in June. Application for tuition reimbursement must be submitted as soon as possible but not later than May 15th with a copy going to the Association President. (See District Approved Form) The Board shall provide a disbursement record to the Association President by June 30th.

Reimbursement Procedures

- 1) Staff members must complete and submit form no later than May 15th in order to receive reimbursement in July. Any coursework completed after this date will be reimbursed from the following year's pool.
- 2) Staff members must also supply proof of tuition payment with this form.
- 3) Reimbursement of tuition is determined based on the total number of credit hours that are submitted to the pool. The pool will then be evenly distributed on a per credit hour basis.
- 4) Total reimbursement from all sources shall not exceed the actual cost of the tuition.
- 5) The reimbursement pool will be divided once per year. This payment will occur in July.

Reimbursement Pool Rules and Eligibility

- 1) Staff that are required to perform continuing education course work in order to maintain their teacher certification are eligible to apply for reimbursement of tuition from this pool.
- 2) Staff that are involved in the "2 hours every 5 years" provision in article 19, section 7 and those staff that have Continuing Teaching Certificates are not eligible to draw from this pool.

- 3) The maximum number of hours a staff member will be reimbursed for during any certification period is limited to the minimum course hours required to maintain a valid teaching certificate. (During a Provisional Teaching Certificate's term a maximum of 18 credit hours will be eligible for reimbursement. During a Professional Teaching Certificate's term a maximum of 6 credit hours will be eligible for reimbursement.)
- 4) Maximum reimbursement during any one school year will not exceed 6 credit hours.

Section 6: Upon presentation of proof of teaching certificate renewal, the Board shall reimburse \$100 per individual teacher for recertification costs. (See District Approved Form)

Section 7: All of the above will be applied for using a district-approved form. Other guidelines shall be mutually developed by January 31, 2007 and included with the application form.

ARTICLE 21 - EXTRA CURRICULAR COMPENSATION

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

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

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

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

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

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

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

Section 7: A formula using progressive BA steps 1-5 will be used to calculate pay. Experience shall be based upon five (5) consecutive years in the sport or activity. Consecutive years of service in a sport or activity earned prior to the effective date of this agreement shall be credited toward experience credit. If a coach or advisor is unable to complete five (5) consecutive years in a sport or activity because the School District has discontinued the sport or activity, or because he or she is on an

involuntary leave of absence due to health or military reasons, once the sport or activity is re-instituted, or once the leave of absence ends, no interruption of the sport or activity shall occur and service prior to the leave of absence shall be deemed consecutive service after reinstatement of the sport or activity or the end of the leave of absence. If a person is out of their position for reasons other than those specifically listed in this section for more than five (5) years, they will go back to step 1.

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

Section 9: Grade Level Chairs:

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

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

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

Section 10: Band Duties:

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

Section 11: North Central Association Chairpersons

One North Central Chairperson position per building, K-8, will be added to the Schedule C portion of the Master Contract. The salary for each of the added positions will be 4% of the BA Base Salary, Steps 1-5.

ARTICLE 22 - SCHOOL IMPROVEMENT

It is agreed that a School Improvement Program is mutually desirable and beneficial for the Board and Association. In that regard, a District-wide School Improvement Steering Team will be appointed by the Board.

It is further agreed that Site-Based decision-making is a component of the School Improvement Program, but it is not limited to the program. However, the same process will be followed. Site-based decision-making is not intended to modify the terms and conditions of this agreement or to infringe upon reserved Board rights.

Participation in the development of the school's plans/goals is encouraged and voluntary unless required by law or this agreement. Participation in the implementation of any SIP is expected as part of ongoing professional responsibilities.

Building Level Site-Based Decision-Making

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

- a. The Association Designee and principal will be on the Site-Based School Improvement Team and must agree on the issue to be considered by the committee. If they do not agree, a new plan may be developed, addressed through the building advisory committee process or the issue will be dropped from the Site-Based Committee/Building Advisory Committee process. Decisions of the committee must be jointly agreed to by the Association Executive Board and Board of Education (or its designee) and all parties will support the decisions rendered. However, it is understood that the established criteria for School Improvement which will reflect guidelines as outlined in applicable law or regulation will be addressed by all Site-Based School Improvement teams as follows:
 1. A Mission Statement
 2. Goals Based on Student Outcomes for All Students
 3. Curriculum alignment Corresponding with those Goals
 4. Evaluation Processes
 5. Staff Development, and
 6. Building Level Decision Making
- b. All certified building staff is encouraged to attend school improvement meetings. Those members contractually obligated are expected to attend. Election, when needed, will be by a majority vote of the staff in the building.
- c. Decisions of the committee, following the evaluation and reporting process, will be reviewed at the beginning of each school year prior to September 30. If changes are recommended, then process outlined in f. 6 below is followed.
- d. In keeping with State school improvement mandates, it is understood that the school improvement team's membership will not be limited to the teaching staff and administration, but will be open to receive input from all sections of the community.
- e. Release time may be granted for teachers on the Site Based School Improvement team, for both training and program development/participation.
- f. Framework:
 1. School Improvement awareness sessions provided for all staff.
 2. Establish Site Based School Improvement teams and initiate training. The committee chair and secretary of each Site Based School Improvement team will be agreed upon by committee

members. Team training will focus on School Improvement process, consensus building and conflict resolution.

3. The team determines and initiates type of data collection which will include consultation and advice from directly affected staff.
4. A building level mission statement will be developed by all building staff--(Involvement of the entire staff, including non-certified, custodial, etc.)
5. Identify and develop plan of action that incorporates State and federal mandates as may be necessary, and DWSIT recommendations. This plan shall include a minimum of three (3) goals for the school year, with one (1) goal directly tied to student achievement outcomes.
6. Once the committee has decided upon a plan, this plan will be presented to the entire staff. Staff that is directly affected by this plan must reach consensus. If a consensus is not reached by the directly affected staff, the following procedure will be implemented:
 - a. The team developing a plan must provide quantitative or qualitative research/data/anecdotal information that supports the planned change.
 - b. Quantitative or qualitative research/data/anecdotal information in opposition must also be presented.
 - c. All affected building staff, including administrators must reach consensus. (Defined as the "ability to live with the change.") If consensus is not reached, a vote of those affected will be taken, with 67% support needed to implement change.
 - d. Prior to the vote, those who support must provide professional or "best-practices" reasons for supporting the change. Those who oppose the change must also provide professional or "best-practices" for opposing the change.
 - e. Abstentions shall be according to Roberts Rules of Orders. (An abstention will be counted in the total as a "no" vote.)
 - f. A person may "pass" instead of voting. Such votes will not be counted as part of the total vote. A person who "passes" may vote again in the future on the same issue.

ARTICLE 23 - SCHOOL CALENDAR

Section 1: School years shall consist of not more than 185 teacher days and not less than 176 nor more than 181 student days, unless otherwise directed by the state or the parties mutually agree. Both parties agree to also comply with the state instructional time requirements (currently 1,098 hours). All other calendar matters will be determined by the parties with discussions commencing by May 1st for each successive school year. One (1) additional day of orientation shall be scheduled each year for newly-hired teachers.

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

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

Section 4: Days of student instruction lost due to inclement weather will be made up to the extent required by law. Such make up days shall be without additional pay, if teachers are notified as soon as possible, but not later than 5:45 a.m. that school has been cancelled or that there will be a delayed start. A delayed start day may be changed to a cancellation. However, if this occurs the District will notify teachers one (1) hour and forty-five (45) minutes prior to their reporting time on that delayed start day, unless it is beyond the District's control to provide the one (1) hour and forty-five (45) minute notice. Should the required notice timelines not be met, a reason will be provided to the **Association**. Notification shall be by the district-wide notice system (starting with telephone fan out to the **Association** designee, then media notice). Individual notification is not required.

Teachers will be notified as follows:

- a. By announcement over media outlets (the District will provide an official list to an **Association** representative each fall).
- b. By notification to representatives of the DEA who shall develop appropriate procedures to give notice to teachers.
- c. The District will provide a phone number with a recorded notice of a delayed start or cancellation.

Make-Up Days

1.	January Record Day (students attend in a.m.)	<u>1</u>	
	Total (if not a holiday)		1
2.	Presidents Day (if scheduled)	<u>1</u>	
	[If an inclement weather day occurs less than ten (10) school days prior to President's Day week-end (Friday before President's Day and President's Day), it will be moved to the third step, currently listed as the June Record Day (students in the A.M.)].		
3.	June Record Day (Students attend in a.m.)	<u>1</u>	
	Total		2

- | | | | |
|----|--|-----------|----|
| 4. | Remainder of the last week of school and the week following the normal end of the school year. | <u>5*</u> | 7* |
| | Total | | |

*Maybe 1 or 2 days more if the scheduled year ends before Friday.

- | | | | |
|----|---------------|----------|----|
| 5. | Spring Recess | <u>5</u> | 12 |
| | Total | | |

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

Section 5: Professional Development. At least three (3) half-days without students shall be scheduled each year. Additional half-days may be used for visitations to other schools, in-service presentation for all or a portion of the staff, building meetings or similar activities.

District Professional Development planning shall be conducted in the District School Improvement process.

ARTICLE 24 - GENERAL

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

Section 2: If, during the life of this agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby.

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

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

Section 4: The **Board** shall provide a copy of the current Master Agreement to each teacher.

ARTICLE 25 - DURATION

Section 1: This agreement shall be effective (retroactive) to September 1, 2008. This contract shall remain in full force and effect for a full term of two (2) years, extending to midnight, August 31, 2010.


Section 2: Either party may reopen provisions not relating to salary and fringes which are mandated by changes in state laws or regulations. No other provisions of this contract shall be reopened unless by mutual consent of the parties.

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

Dated:

2-2, 2009

DOWAGIAC EDUCATION ASSOCIATION



President

2-6, 2009

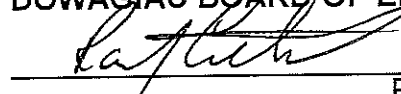


Secretary

Dated:

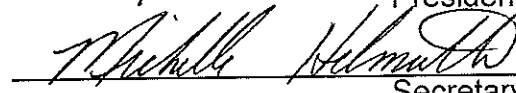
2-2, 2009

DOWAGIAC BOARD OF EDUCATION



President

2-2, 2009




Secretary

Dated:

2-2, 2009

BERRIEN-CASS COUNTY EDUCATION ASSOCIATION



BCCEA Representative

The salary schedule shall reflect an increase of 1% for 2008-2009, and 1% for 2009-2010 plus all additional revenue generated by the blended student count and the state foundation allowance over the 2008-09 amount will be added to the salary schedule up to an additional 1% salary increase for 2009-2010*.

APPENDIX "A"

2008-09 SALARY SCHEDULE

BA		MA		MA+20	
Step	Salary	Step	Salary	Step	Salary
1	\$34,305	1	\$36,020	1	\$37,735
2	\$36,020	2	\$37,735	2	\$39,451
3	\$37,734	3	\$39,451	3	\$41,166
4	\$39,451	4	\$41,166	4	\$42,880
5	\$41,166	5	\$42,880	5	\$44,596
6	\$42,885	6	\$44,596	6	\$46,310
7	\$44,596	7	\$46,310	7	\$48,028
8	\$46,310	8	\$48,028	8	\$49,744
9	\$48,028	9	\$49,744	9	\$51,456
10	\$49,744	10	\$51,456	10	\$53,172
11	\$51,456	11	\$53,172	11	\$54,888
12	\$53,173	12	\$54,888	12	\$56,602
13	\$54,888	13	\$56,602	13	\$58,318
14	\$56,602	14	\$58,318	14	\$60,034
15	\$58,318	15	\$60,034	15	\$61,849
		16	\$61,748	16	\$63,717

2009-10 MINIMUM SALARY SCHEDULE *

BA		MA		MA+20	
Step	Salary	Step	Salary	Step	Salary
1	\$34,648	1	\$36,380	1	\$38,112
2	\$36,380	2	\$38,112	2	\$39,846
3	\$38,111	3	\$39,845	3	\$41,578
4	\$39,846	4	\$41,578	4	\$43,309
5	\$41,578	5	\$43,309	5	\$45,042
6	\$43,314	6	\$45,042	6	\$46,773
7	\$45,042	7	\$46,773	7	\$48,508
8	\$46,773	8	\$48,508	8	\$50,241
9	\$48,508	9	\$50,241	9	\$51,971
10	\$50,241	10	\$51,971	10	\$53,704
11	\$51,971	11	\$53,704	11	\$55,437
12	\$53,705	12	\$55,437	12	\$57,168
13	\$55,437	13	\$57,168	13	\$58,901
14	\$57,168	14	\$58,901	14	\$60,634
15	\$58,901	15	\$60,634	15	\$62,467
		16	\$62,365	16	\$64,354

APPENDIX "B"

LONGEVITY STATEMENT

Teachers who no longer qualify for increments (beyond BA Step 15, MA Step 16, or MA +20 Step 16) will qualify for Longevity Pay as follows:

1. Teachers with 16-19 years = \$700 per year (2008-2009) increasing to \$800 per year in 2009-2010.
2. Teachers with 20+ years = \$850 per year (2008-2009) increasing to \$950 per year in 2009-2010.
3. All Teachers who qualify for Longevity will also be eligible for voluntary **"Educational Update Incentive"** (1/2% of teacher's salary step for 6 additional hours each year of the contract).
NOTE: See Article 19, Section 8.

Qualifying teachers will receive Longevity payments as follows:

one-half (½) payable by December 31

one-half (½) payable by May 1

APPENDIX "C"

Percentages of STEP 1 BA Degree Salary
Non-Athletic

6TH GRADE CAMP	2.0	BUILDING SCH IMPROVEMENT CHAIR	4.0
		• 9-12 Grades	4.0
ACADEMIC CHALLENGE COACH	5.0	• 6-8 Grades	4.0
		• K-5 Grades (4)	4.0
ACADEMIC TEAMS	1.5	BUILDING TECHNOLOGY REP	
		• Senior High	8.0
ADMINISTRATIVE INTERN <i>(Job description and pay recommendation TBD by TPC. Pay will be retroactive for year.)</i>		• 6-8 Grade	6.0
		• Elementary (4) <i>(Job description and recommended salary to be determined by District Technology Committee)</i>	4.0
ART • K-12 (per program*) <i>*As approved by administration</i>	1.0	CHILD STUDY COORDINATORS (3)	2.5
ART CLUB • Senior High • Middle School (2)	1.5 1.5	CLASS SPONSORS	
		• Senior Class	3.5
		• Junior Class	3.5
		• Sophomore Class	2.5
		• Freshman Class	2.5
AUDIO VISUAL • Senior High • Middle School	5.0 4.0	DEBATE	
		• Senior High	2.5
		• 7-8 Grade	2.0
AUDITORIUM SPONSOR	4.5	DEPT/GRADE LEVEL/BLDG LEVEL CHAIRPERSON	
		• Building Level	3.0
AVIATION CLUB	1.0	• K-12 Department Chair**	3.0
		• K-5 Grade Level (6) (& min 1 rep per building)	3.0
BAND • Senior High • Senior High Assistant • Middle School • Middle School Assistant • 5-6 Grade (per program*) <i>*As approved by administration</i>	14.5 8.0 8.0 3.5 .5	• K-5 Curriculum Representative (6)	3.0
		• Counseling	3.0
		• Fine Arts	3.0
		• Health/Physical Education	3.0
		• Special Education	3.0
		• Library/Media* <i>*Grandfathered</i>	3.0
		<i>**A minimum of 5 staff members district-wide are required to add a new K-12 Dept. Chairperson</i>	

**Percentages of STEP 1 BA Degree Salary
Non-Athletic (continued)**

DRAMA • 2 plays, 1 musical	13.5	SCIENCE CLUB • Senior High • Middle School (2)	1.5 1.5
F.F.A.	6.5	SKI CLUB • Senior High • 7-8 Grade	1.5 1.5
FOREIGN EXCHANGE CLUB	3.0		
FRENCH CLUB • Senior High • Middle School	1.5 1.0	SOCIAL STUDIES/GEOGRAPHY/ CITIZENS BEE	1.5
FUTURE PROBLEM SOLVING	3.5	SPANISH CLUB • Senior High • Middle School	1.5 1.5
FUTURE TEACHERS (F.T.A.)	1.0	SPELLING BEE	1.5
NORTH CENTRAL CHAIR (1 per bldg.)	4.0	STUDENT COUNCIL • Senior High • Middle School	4.5 3.0
MAJORETTES/FLAG CORPS • Senior High	3.0	VOCAL MUSIC • Senior High • 7-8 Grade • K-6 Grade (per program*) <i>*As approved by administration</i>	8.5 5.0 1.0
MATH COMPETITIONS	3.0		
MENTOR TEACHER	2.0		
NATIONAL HONOR SOCIETY • Senior High • 7-8 Grade	2.5 1.0	YEARBOOK • Senior High • Middle School	5.5 4.0
NEWSPAPER • Senior High • Middle School	3.5 2.5		

**Percentages of STEP 1 BA Degree Salary
Athletic**

BASEBALL • Head Coach • Varsity Assistant • Junior Varsity	12.0 8.5 8.5	GOLF (Boys) • Head Coach • Junior Varsity	10.0 3.0
BASKETBALL (Boys) • Head Coach • Junior Varsity • 9th Grade • 7-8 Grade (2)	16.0 10.5 10.0 7.0	Golf (Girls) • Head Coach • Junior Varsity	10.0 3.0
BASKETBALL (Girls) • Head Coach • Junior Varsity • 9 th Grade • 7-8 Grade (2)	16.0 10.5 10.0 7.0	GYMNASTICS • Middle School	3.0
BOWLING CLUB • Senior High	1.0	INTRAMURALS • Senior High (3) • Middle School (3)	2.5 2.0
CHEERLEADERS • Senior High • Junior Varsity • Middle School (2)	7.5 5.5 4.5	SOCCER (Boys) • Head Coach • Junior Varsity	12.0 8.0
CLUB SPORTS/ACTIVITIES <i>(Must be developed using district guidelines)</i>	1.5	SOCCER (Girls) • Head Coach • Junior Varsity	12.0 8.0
CROSS COUNTRY • Head Coach • Varsity Assistant	10.0 7.5	SOFTBALL • Head Coach • Varsity Assistant • Junior Varsity	12.0 8.5 8.5
FOOTBALL • Head Coach • Varsity Assistant (3) • Junior Varsity (2) • Junior Varsity Assistant • 9th Grade • 7-8 Grade (4)	16.0 11.0 10.5 9.0 10.0 7.0	TENNIS • Head Coach • Junior Varsity • 7-8 Grade Head Coach • 7-8 Grade Assistant	10.0 7.0 3.5 1.5
		TRACK (Boys) • Head Coach • Varsity Assistant (1) • 7-8 Grade (2)	12.0 8.5 6.0

Percentages of STEP 1 BA Degree Salary
Athletic (continued)

TRACK (Girls) • Head Coach • Varsity Assistant • 7-8 Grade (2) <i>*If combined into one position</i>	12.0 8.5 6.0 15.0	VOLLEYBALL (Girls) • Head Coach • Varsity Assistant (JV) • 9th Grade • 7-8 Grade (2)	14.0 10.0 7.5 5.5
VARSITY CLUB • Senior High (Boys) • Senior High (Girls) <i>*If combined position</i>	4.0 4.0 6.0	WRESTLING • Head Coach • Varsity Assistant (JV) • 9th Grade • 7-8 Grade (2)	14.0 10.0 7.5 6.5

The Association and the Board agree to implement a formula to pay an extra stipend to varsity and assistant varsity coaches who coach extra weeks beyond the automatic level for the extra time required. This formula will be retroactive to the beginning of the 2008-09 school year and will be in place no later than the end of the 2008-09 school year.

APPENDIX "D"

EMPLOYEE SEVERANCE PLAN (ESP)

PURPOSE

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

Future ESP or ERI

Any future consideration of buy out plans will be predicated on an analysis generating savings for the district, and a mutually acceptable program.

APPENDIX "E"

Sample Forms

S A M P L E Article 9, Sect. 6, Par. C

Proposed language for a form completion letter:
May 25, 2000

To Whom It May Concern:

Attached is the completed form requested by your agency. It represents our best knowledge of this student based on his/her observed school behavior. Some items may have been unmarked or marked not applicable. Completing those questions would represent conjecture on the staff member's part. Those items marked represent only observed behaviors.

If you have questions or concerns regarding the completion of this form, please contact the Superintendent, Dowagiac Union Schools, 206 Main Street, Dowagiac, MI 49047 (269.782.4400).

Sincerely,

Superintendent

S A M P L E Article 6, Sect. 8

Parent Request for Outside Agency Information

As parent/guardian of _____, my
signature below indicates that I know and approve the request for information or
completion of an information form by the staff at _____
_____ School.

Parent

Date

Witness

Date

Administrator Approval

Date

Parent Request for Outside Agency Information

As parent/guardian of _____, my
signature below indicates that I know and approve the request for information or
completion of an information form by the staff at _____
_____ School.

Parent

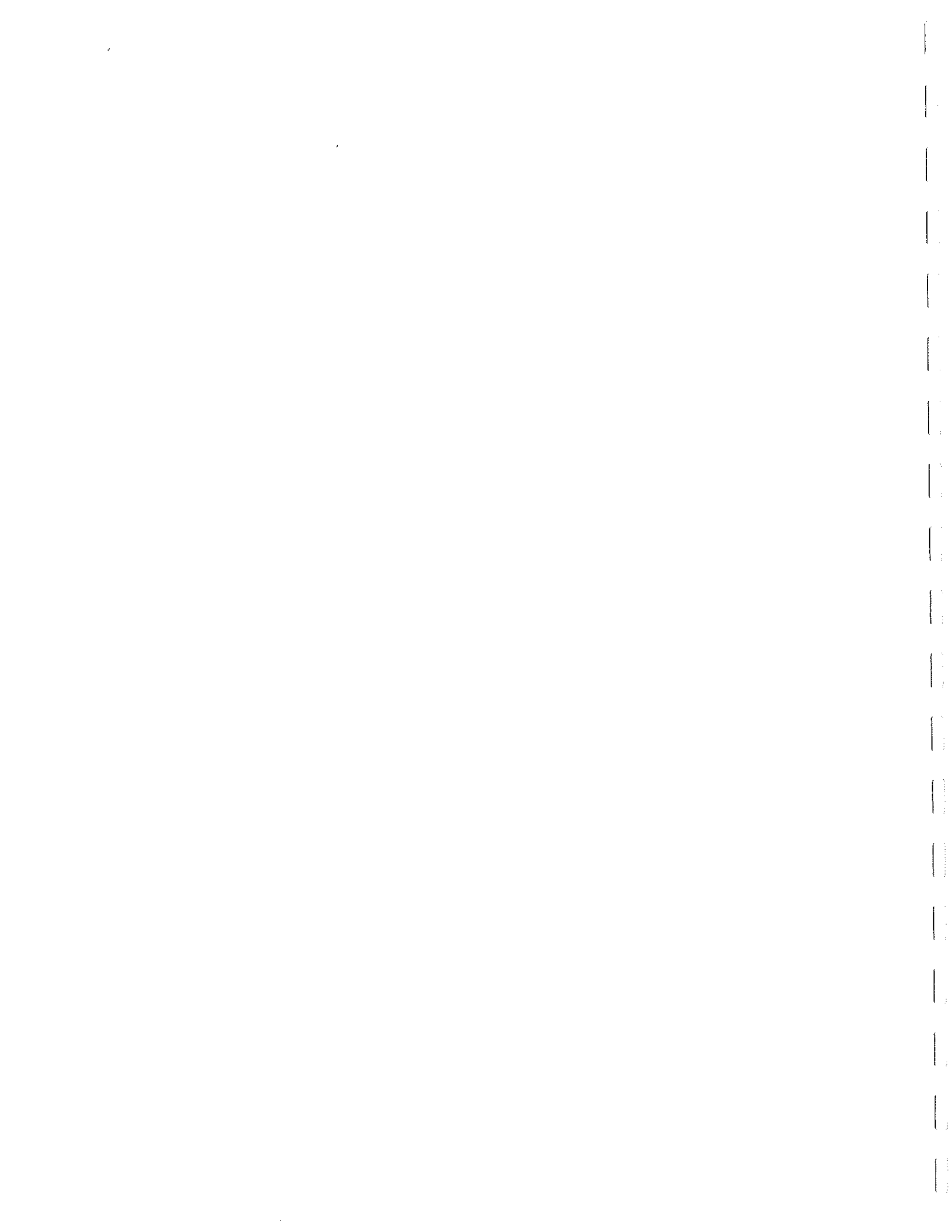
Date

Witness

Date

Administrator Approval

Date



Request to Attend a Conference or Meeting

APPLICANT:	BUILDING:
NAME OF CONFERENCE:	
LOCATION OF CONFERENCE:	
DATES OF CONFERENCE:	
DATE(S) ABSENT FROM BLDG:	<input type="checkbox"/> AM <input type="checkbox"/> PM <input type="checkbox"/> ALL DAY
SUBSTITUTE NEEDED?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> AM <input type="checkbox"/> PM <input type="checkbox"/> ALL DAY <input type="checkbox"/> OTHER:
SPECIFIC FUNDING SOURCE:	
EDUCATIONAL OBJECTIVE:	

YOU MUST SELECT ONE OF THE FOLLOWING OPTION(S) FOR THIS INSERVICE REQUEST TO BE APPROVED. YOU MAY RECEIVE CREDIT IN ONLY ONE AREA. (See Master Contract or Tenure Laws for specific requirements for each category.)

- A. Two (2) semester hours in 5 years (for teachers with less than a Masters degree) [Art. 19, Sec. 7]
- B. EUI--Educational Update Incentive [Art. 19, Sec. 8-Longevity]--Six (6) clock hours provision
(MUST be outside the instructional day. For teachers at the top of the salary schedule only.) [Art. 19, Sec. 8]
- C. Fifteen (15) DAYS of professional development for probationary teachers must be completed with first three (3) years. (A day is defined as six (6) block hours or more.) [Tenure Laws]
- D. Part of my Individual Developmental Plan. [Tenure Laws]
- E. Other (please specify): _____

COST ESTIMATE

•Substitute Cost:	\$	[compute @ \$40/half or \$80/full day]
•Registration Fee	\$	<input type="checkbox"/> I have already registered. <input type="checkbox"/> Registration required.
•Lodging Estimate	\$	(Participant pays and seeks reimbursement)

TRANSPORTATION

•School van requested?	<input type="checkbox"/> YES <input type="checkbox"/> School van has been reserved from Bus Garage <input type="checkbox"/> NO, school van is NOT AVAILABLE <input type="checkbox"/> I choose to drive and waive mileage
Explain why this is not feasible:	
	# of miles @ ¢ per mile = \$ total

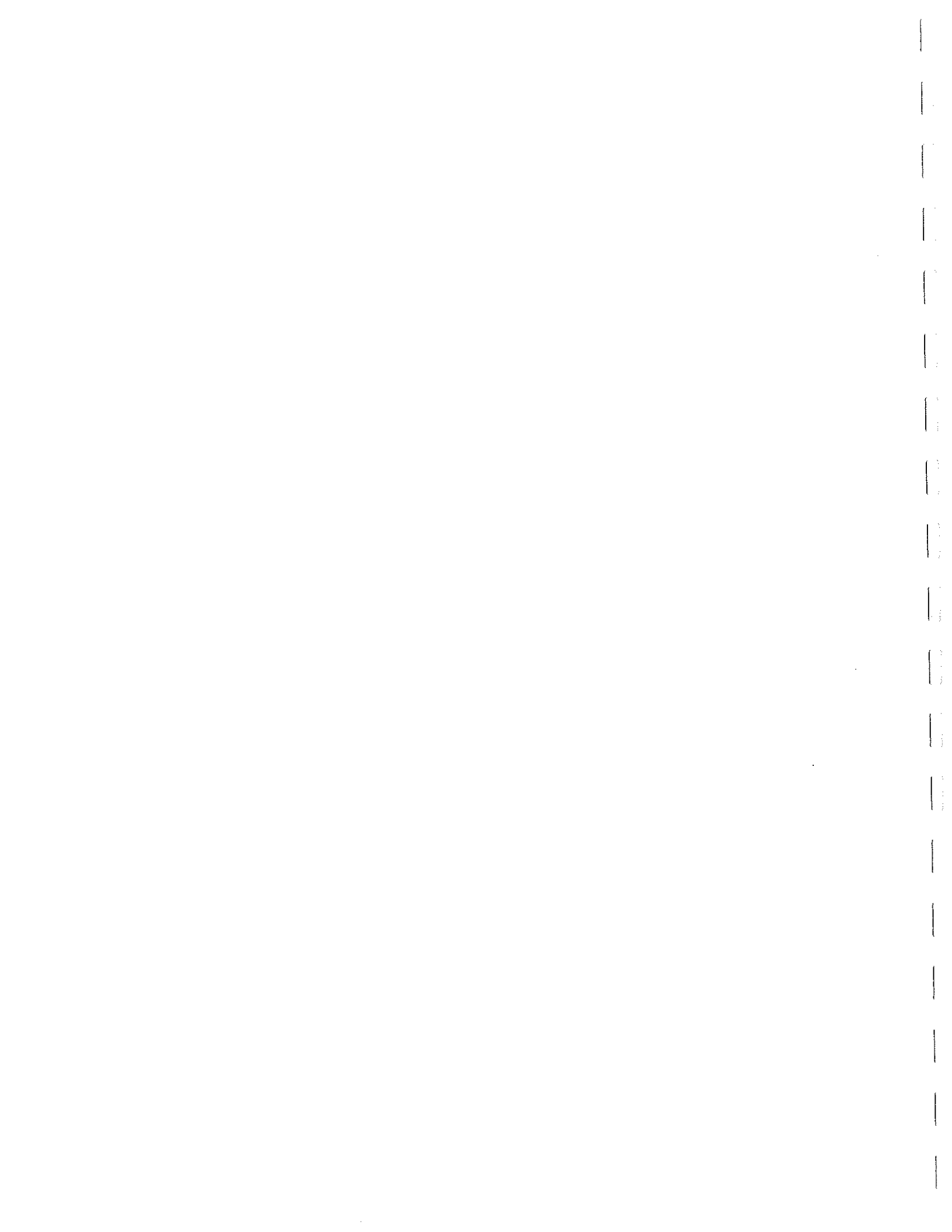
PARTICIPANT SIGNATURE

	Signature	Approved	Denied	If request is denied, rationale is:
Principal/Supervisor				
Program Director				
Asst Superintendent				

COMMENTS:

PLEASE NOTE: BEFORE INSERVICE REQUEST IS SUBMITTED TO ADMIN, IT IS IMPORTANT THAT THIS FORM IS COMPLETED IN ITS ENTIRETY. ATTACH A REQUISITION AND ANY PERTINENT BACK-UP MATERIAL. FAILURE TO COMPLY OR SUBMITTING AT THE LAST MINUTE MAY RESULT IN REQUEST BEING DELAYED OR DENIED.

CC: 1) Applicant 2) Principal/Supervisor 3) Business Office 4) Payroll 5) Asst. Supt. 6) Athletics Rev6/26/2006djh



Dowagiac Union Schools EMPLOYEE ABSENCE FORM

NAME: _____ DATE(S) OF LEAVE: _____

BLDG/POSITION: _____/_____ TIME REQUESTED: _____
(Number of days or hours)

SUBSTITUTE NEEDED? Y or N SUB HOURS: _____

LEAVES WITH PAY AND FRINGE BENEFITS

- _____ SICK LEAVE
 _____ SELF _____ FAMILY (relationship) _____
- _____ FUNERAL LEAVE (relationship) _____
- _____ PERSONAL BUSINESS LEAVE (according to contract or handbook)
- _____ JURY DUTY
- _____ VACATION
- _____ COMP TIME (PRIOR APPROVAL REQUIRED)
- _____ PROFESSIONAL DEVELOPMENT/INSERVICE
- _____ OTHER*

LEAVES WITHOUT PAY AND FRINGE BENEFITS

- _____ FAMILY AND MEDICAL LEAVE*
- _____ OTHER*

*Explanation (if required) _____

Employee Signature: _____ Date: _____

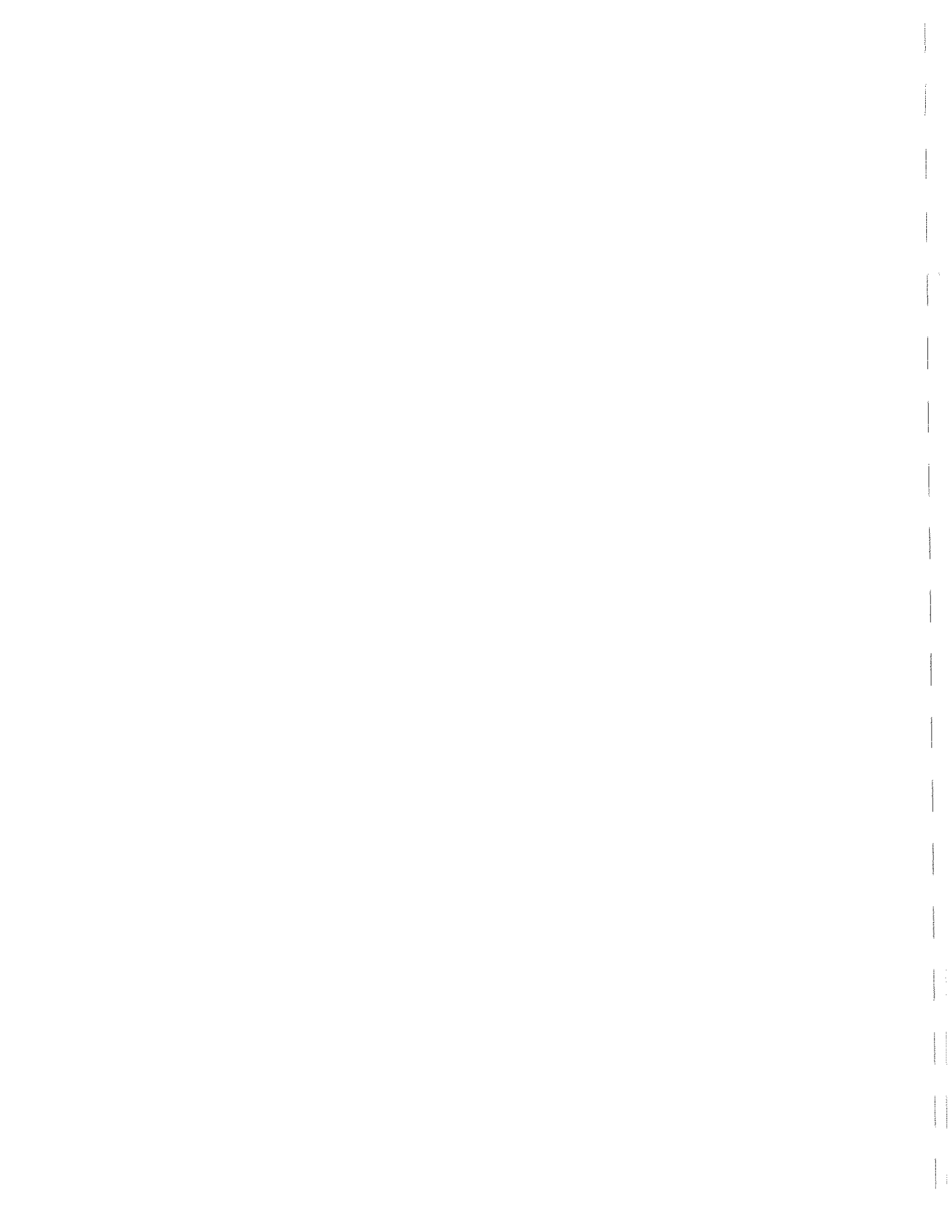
Approved / Not Approved _____ DATE: _____
Supervisor / Administrator

Approved / Not Approved _____ DATE: _____
Central Office

PAYROLL USE: DAYS AVAILABLE: _____ SICK/VACATION/P.LEAVE
NUMBER OF PERSONAL DAYS USED TO DATE:

Original—Attendance File
Faxed to Supervisor

Faxed to Employee



RECERTIFICATION REIMBURSEMENT FORM

Per Master Agreement, 2008 – 2010, Article 20, Section 6, "Upon presentation of proof of teaching certificate renewal, the Board shall reimburse \$100 per individual teacher for recertification costs."

Staff involved in mandatory recertification/licensure must submit proof of recertification (copy of new certificate) and proof of payment sent to the Michigan Department of Education for a \$100.00 reimbursement.

Staff Member _____ Date _____

Date of Recertification _____ to _____

Attach both a copy of your new certificate and proof of payment.

Must be submitted by May 15 of the first year of recertification.



