

Professional Negotiations Agreement

Between

The Dryden Community School District

And

44050
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The Dryden Education Association

2006-2008

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AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE DRYDEN COMMUNITY SCHOOLS BOARD OF EDUCATION (HEREINAFTER REFERRED TO AS THE BOARD) AND THE DRYDEN EDUCATION ASSOCIATION/MEA (HEREINAFTER REFERED TO AS THE ASSOCIATION).

ARTICLE 1

Recognition

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

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

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

ARTICLE 2

Board of Education Rights

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

ARTICLE 3

Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted activities for the Association's mutual aid and protection. The Board agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of the teacher's membership in the Association, participation in any activities of the Association or collective bargaining with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher, rights the teacher may have under the Michigan School Code or other applicable laws and regulations.

The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms before the commencement of the school day, nor until 6 p.m. In case of conflict, a room would be designated by the Superintendent.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Association shall have the right to use school facilities and equipment, including computers, duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. The Association shall have the right to post notice of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. No notices shall be posted on student bulletin boards.

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

No teacher shall be prevented from wearing insignia, pins or their identification of membership in the Association, either on or off school premises.

- G. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all items that are of public record such as annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), reports, census and membership data, names and addresses of all teachers, agendas and minutes of all Board meetings, treasurer's reports and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- H. The Board shall, at its option, consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy which are proposed or under consideration and the Association shall be given the opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Consistent with the Constitution and the laws of the State of Michigan, the private and personal life of any teacher is not within the appropriate concern or attention of the Board.

- J. The provision of this Agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status.
- K. The Association will be granted a total of ten (10) days per school year for the purpose of attending Association conferences. The Association will reimburse the district for the cost of substitute teachers. Requests for such time will be submitted, in writing not less than fourteen (14) calendar days in advance, to the Superintendent.
- L. 1. A copy of written materials, other than confidential recommendations that are placed in the teacher's personnel file, shall be given to the teacher at the time they were written. If the teacher disagrees with any material placed in the file, the teacher may submit a complaint through the grievance procedure. By means of the grievance procedure the teacher may receive adjustment if cause is shown and have the material corrected or removed.
2. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
3. Any information within a teacher's file may be removed by the principal or the Superintendent with the consent of the teacher.
4. Any complaint made against a teacher or person for whom the teacher is responsible, by parents, students, or others, shall be promptly called to the attention of the teacher.

ARTICLE 4

Dues, Fees and Payroll Deduction

- A. 1. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties, or the effective date of this Agreement, whichever is later, join the Association, or pay a Service Fee to the Association. Service fees will be established in accordance with the Association's procedures. The teacher may authorize payroll deduction of dues or a service fee. In the event that the teacher does not pay dues or the Service Fee directly to the Association, or authorize payment through payroll deduction, the District shall, pursuant to *MCLA 408.477; MSA 17.277(7)* and at the request of the Association deduct the dues or Service Fee from the teacher's wages and remit same to the Association.

Signed authorizations shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and By-Laws. Pursuant to such authorization, the district shall deduct one-tenth of such dues, assessments and contributions from the regular salary check for each month for ten (10) months, beginning in September and ending in June of each year. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

2. Pursuant to *Aboud vs. Detroit Federation of Teachers*, 431 US 209 (1977), the Association has established a procedure set forth in its "Policy Regarding Objections to Political Ideological Expenditures." If any teacher paying Service Fees hereunder objects to certain expenditure by the Association, (including MEA or NEA) of any funds collected from the teacher pursuant to provision A (1) above, such teacher may present such objection pursuant to that Policy and the procedures there in set forth; however, challenge to any such expenditure shall not relieve the teacher of the obligation of paying the Service Fee or any portion thereof pending final determination thereunder. The remedies set forth in such Policy shall be exclusive and unless and until such procedures, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting teacher concerning the application and interpretation of this Article shall be subject to any administrative or judicial procedure. Any dispute regarding the level of Service Fee is not subject to the grievance procedure set forth in this Agreement.
 3. The Association agrees to indemnify and save the Board, each individual Board member and all administrators, harmless against any and all claims, demands, costs (including unemployment compensation), suits or other forms of liability, and all court of administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article, provided the following:
 - a. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires.
 - b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both trial and appellate levels.
- B. Upon appropriate written authorization from the teacher, the district shall deduct from the salary of a teacher, and make appropriate remittance for annuities as approved by the Board and Association, credit union, savings bonds, United Fund, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and the employer.
- C. The number of annuity carriers is limited to seven. The approved carriers are currently:
- ◆ New England Life Insurance Co.
 - ◆ Variable Annuity Life Insurance Co. (VALIC)
 - ◆ Michigan Education Association Financial Services
 - ◆ Jackson National Life
 - ◆ Investors Diversified Services (IDS)
 - ◆ GLP Association of Northern Life
 - ◆ Janus

Additions or deletions of carriers will be determined by the Dryden Education Association.

ARTICLE 5
Teaching Hours and Class Load

- A. Teachers shall normally work a seven (7) hour and fifteen (15) minute work day. Within the work day all teachers shall be entitled to thirty (30) minutes duty-free lunch period. Teachers may leave the building at lunch to take care of legitimate, personal business. Teachers are required not to return late.
- B. 1. Each secondary teacher shall have one conference period per day and will be assigned no more than five (5) teaching periods per day. No secondary teacher may be assigned to more than 316 minutes of student instructional time per day without notice to and consent of the Association and the individual teacher. The conference period shall be equal in time to one teaching period.
2. Without notice to and consent of the Association and the individual teacher, no elementary teacher may be assigned to more than an average of 1,610 minutes per week of student instructional time. In the event a teacher is not assigned to teach a period (*i.e.*, art, music, library, recess, cafeteria duty, etc.) the unassigned teacher will utilize that time as additional conference/preparation time.
- C. 1. The responsibilities of all teachers during a conference/preparation period would include areas such as preparation of lessons, meeting with parents, students, administrator(s), teacher(s) and other job-related duties.
2. Teachers would be required to remain in their respective buildings during their conference/preparation period unless excused by their building administrator.
- D. No departure from these norms, except in case of emergency, such as tornadoes, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the grievance procedure.
- E. In an emergency a teacher may be assigned to substitute for another teacher during their conference/planning period. A teacher assigned under these circumstances, shall be paid for the period at the rate of \$20.00 per clock hour
1. It is agreed that the assignment of an extra class will be made after the Administration has exhausted all other alternatives.
2. It is agreed that the assignment of an extra class would be eliminated as soon as possible.
- F. If a teacher shall teach more than the normal teaching load, as set forth in this Article, the teacher shall receive additional compensation at the teacher's pro-rated pay.
- G. If it should be essential, with the consent of the administration, that a teacher be engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any grievance, mediation, or arbitration, the teacher shall be released from regular duties without loss of salary.

- H. Substitutes will be provided for teachers attending I.E.P.s in order that they may be held during the school day whenever possible. Any teacher involved in the "mainstreamed" program will participate in an I.E.P.C. relative to their student's program. Such release shall not infringe upon regular prep time unless no other alternative is available. Teachers shall be compensated at \$20.00 per clock hour for participation in I.E.P.C.s held during their prep time or outside of the regular school day.
- I. In the event that any provision(s) of this Agreement restricts the Board from meeting State requirements for professional development days and/or instructional hours/instructional days, the following will occur: The Superintendent and the Association President will meet to attempt to mutually agree to necessary changes to assure compliance with State requirements and avoid State aid penalties. Any agreement will not result in added salary cost to the Board. If no mutual agreement can be reached, the Board will institute a temporary compliance plan while discussions continue.

ARTICLE 6

Teaching Conditions

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

Maximum

Kindergarten (per ½ day) pupil ratio	1:30
Elementary teacher-pupil ratio (excludes Band)	1:35
Elem. split room teacher-pupil ratio Secondary (Excludes vocational, science, music and band)	1:27 1:35
Vocational teacher-pupil ratio	1:25
Laboratory science teacher-pupil ratio	1:25
Computers/art	1:35

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

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

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

ARTICLE 7

Duties and Responsibilities of Teachers

- A. Teachers should take a responsible attitude toward children in the halls, especially between classes, before school, during noon hour and after school.
- B. Teachers will be expected to maintain positive professional attitudes toward community-school organizations.

- C. 1. Staff Meetings: There shall be one (1) mandatory building-wide staff meeting for teachers each month conducted for the specific needs and general welfare of this school system and are not to be used for committee work. These meetings will be called by the principals and/or Superintendent at such times as deemed necessary, and will be limited in number and duration so as to be considered reasonable with respect to the normal and proper items of business which must be discussed in order to function properly as a school system. Principals and teachers shall meet prior to Fourth Friday to determine the time of day at which these meetings are to be held.
2. Additional Staff Meetings: In addition to normal staff meetings, the principals and/or Superintendent may schedule a maximum of five (5) all staff meetings, not to exceed a total of five (5) hours, per school year beyond their normal staff meetings. In the event additional meetings are needed beyond those set forth in Section C. 2, the staff will be reimbursed at the rate of \$20.00 per clock hour. The administration will give reasonable prior notification to the staff of any scheduled meetings staff is expected to attend.
- D. Cadet teachers are not a substitute for regular classroom teachers and are not to be left alone with students, except in emergencies. No such emergency shall be considered as existing for as much as a full class period as scheduled.
- E. It shall be the responsibility of teachers to notify their principal or designee when absent on sick leave, and one and one-half (1½) hours before school starts so that they have adequate time to secure a substitute.
- F. It shall be the responsibility of the individual teacher to secure the academic training and present the credentials that would enable the administration to obtain proper certification of the teacher.
- G. The Board may require a teacher to submit to a medical or psychological examination. Examination requested by Board will be paid for by the Board. The examiner will be mutually selected. Examination to be held as soon as possible. Notices for examination will be given as far in advance as possible. The Board, subject to the terms of the Tenure Act, may place a teacher on involuntary leave or discharge for medical or psychological reasons.
- H. Elementary teachers will not be assigned noon playground duties unless on a voluntary, paid basis.

ARTICLE 8

Illness, Disability and Personal Leave

- A. 1. At the beginning of each school year, each teacher shall be credited with a twelve (12) day sick leave allowance, two of which may be used as personal days. Sick days may be used for an absence caused by illness or physical disability of the teacher or immediate family (husband, wife, children, or parents).
2. A first year teacher who leaves the employment of the district prior to completing one semester and who has utilized more than five (5) sick leave days will be docked the days in excess of five.

3. The unused portion of such allowance shall accumulate from year to year.
4. Upon severance or retirement, a teacher will receive thirty (\$30) per day for all accumulated sick days, provided the teacher has at least ten (10) years of continuous service to the Dryden Community Schools. Continuous service shall be defined as unbroken services as a teacher. Leaves and lay-offs do not constitute a break in service. However, time spent on lay-off or unpaid leave does not count as service time.

In order to assist in budget development, eligible teachers considering retirement or severance should notify the administration of the possibility of their leaving by the beginning of the 2nd semester of the school year preceding retirement or severance.

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

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

1. The purpose of the sick leave bank is to provide income protection for a teacher during a period of involuntary absence due to personal illness or disability not covered by workman's compensation or some other form of disability insurance.
2. The sick leave bank will be administered by a committee established by the Association.
 - a. The Sick Leave Bank Committee may review an applicant's attendance record and other information it deems relevant.
 - b. By a majority vote of the Sick Leave Bank Committee, paid leave bank days may be denied.
 - c. Should any request for sick leave days be denied by the Sick Leave Bank Committee, the decision may be appealed to the Association Executive Board. The decision of the Executive Board shall be final and in no way subject to the grievance procedure.
3. The first five (5) days of illness or disability will not be covered by the sick leave bank. Accumulated personal sick days must be used according to the following schedule:
 - a. 0-5 Accumulated Personal Sick Days - Must use all accumulated days prior to using the Sick Bank on the sixth day of illness or disability.
 - b. 6-26 Accumulated Personal Sick Days - Must use all accumulated sick days prior to use of the Sick Bank.
 - c. 26-45 Accumulated Personal Sick Days - Must use all but five (5) of your accumulated sick days prior to use of the Sick Bank.
 - d. 45-plus Accumulated Personal Sick Days - Must use all but ten (10) of your accumulated sick days prior to use of the Sick Bank.

4. If, at the beginning of the school year, the bank falls to a total of one hundred or less days, each teacher shall have one day deducted from their personal sick day allotment. If the number of days falls to one hundred or less during the school year, each teacher shall have one additional day deducted from their personal sick day allotment. The district will create an additional pool of days to be used in an emergency situation when, in any given school year, teachers would otherwise be required to contribute more than two (2) times. In such case, the district days will be used to maintain the bank at the one hundred-day level for the remainder of the year. All new teachers must donate two (2) sick days at employment.
 5. An individual may withdraw the number of days from the sick bank to such time as the individual qualifies for long-term disability benefits.
 6. Teachers utilizing sick leave bank days will not have to replace these days, except as a regular contributing sick leave bank member.
 7. Application for Sick Leave Bank - To participate in the Sick Leave Bank, a teacher must:
 - a. Secure application forms from a Sick Bank Committee member or designee.
 - b. Complete both the personal application form and the D.E.A. physician's statement. The application forms and physician's statements will be retained by the district. The district does reserve the right to request additional information.
 - c. Return the forms to the Sick Bank Committee member or designee.
 - d. Complete the above as quickly as possible, as the committee must be convened to act on the application and the Payroll Office needs time to process the application to make payment.
 - e. A new, personal application and Physician's Statement may be required after thirty (30) calendar days.
- C. A teacher who is receiving Workers' Compensation while using paid sick leave shall pay to the district an amount equal to benefits received under Workers' Compensation and shall have their use of sick days reinstated on a proportional basis (*i.e.*, Workers' Compensation equals twenty-five percent (25%) of a days pay - ¼ of a sick day is unused).
- D. Teacher will not have personal business and/or sick days (accumulated personal or Sick Bank days) deducted when school is closed on an "Act of God Day".
- E. Each teacher shall be entitled to bereavement leave, without loss of pay, in accordance with the following schedule:
1. Five (5) days for the death of a spouse, child, parent, or guardian. It is recognized that certain relationships of family not set forth above, may, due to individual and personal consideration, justify granting of such days. The principal will decide on the validity of this request).
 2. Three (3) days for the death of a mother-in-law, father-in-law, brother, sister, grandparent, brother-in-law, sister-in-law, grandchildren, or step-relatives of like nature.

3. If necessary, up to seven (7) additional days may be used for bereavement leave and shall be deducted from sick leave.
 4. One day maximum during each school year for the death of a friend or relative
- F. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one year and the leave shall be renewed each year upon written request by the teacher and approval of the Board. Insurance benefits will continue upon commencement of the unpaid medical leave through August of the current school year, or six (6) months, whichever is longer. Such payments will not be required where the premium payments are assumed under the long-term disability plan.
- G. All full-time, regular teachers covered by this Agreement shall be entitled to not more than two (2) days personal business leave during each school year without loss of pay.

Personal business days may be used at the discretion of the teacher.

Personal business days will not normally be granted immediately preceding or following a holiday or vacation period. A teacher planning to use a personal business day shall notify the administration at least two (2) days in advance of the anticipated absence. Personal business leave must be applied for in writing. In cases of emergency, the two-day advance notice may be waived upon the Superintendent's approval. If more than two teachers apply for personal business days on the same stated date, the administration reserves the right to review the request and approve or deny such request based on the availability of substitutes. The teacher that submitted their request first will be granted the day unless the parties mutually agree otherwise.

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

- H. Civic Duty: A teacher called for jury duty, to give testimony before any judicial or administrative tribunal, or to participate in a civic duty, shall be compensated for the difference between the teaching pay and the pay received for performance of such obligation (excluding mileage). The teacher will receive their regular pay for the day(s) and will endorse their pay for performance of such obligation to the district.
- I. All teachers will be allowed one day or more to attend a conference or day of observation related to their field of teaching and is subject to the approval of the administration.
- J. An unpaid leave of absence shall be granted to any teacher for the purpose of childcare. For the purpose of this Article, the object child of the leave must be:
1. A newborn infant and/or pre-natal, or
 2. A newly adopted child, or
 3. Suffering from a critical, crippling, or terminal illness or disability as certified by a physician.

4. Said leave shall commence upon request of the teacher. It is further provided that:
 - a. A pregnant teacher may commence said leave at her option anytime after the confirmation of pregnancy by her doctor. Said leave may commence following the use of disability benefits at the option of the teacher.
 - b. The teacher may terminate the leave anytime after the birth of the child in the event of death of said child, provided that the teacher is physically able to perform their teaching responsibilities.
 - c. The initial leave shall be for a period of up to and including one complete school year. The leave may be extended for up to one additional year, upon written request of the teacher and with the approval of the Board.
- K. The Board may grant a leave of absence for reasons other than those indicated. Application for a leave of absence must be presented, in writing, to the Board not later than July 1st, preceding the academic year in question, except in cases of emergency.
- L. Teachers on an unpaid leave of absence shall retain previously accumulated sick days, tenure status, seniority and position on the salary schedule.
- M. Return from Leave
 1. Teachers returning from a leave of absence of one year or less shall be returned to their former position unless it no longer exists. In such case, return will be to a like position.
 2. Teachers returning from a leave of more than one year (with the exception of unpaid medical leave) will return to the first available position for which they are certified and qualified, in accordance with their seniority.
 3.
 - a. Teachers returning from an unpaid medical leave of more than one year will return to the same or a similar position if the return is at the beginning of the third or fourth full semester following commencement of the unpaid leave.
 - b. If the return is later than the beginning of the fourth full semester, return will be to the first available position for which they are certified, in accordance with their seniority.
 4. A leave of absence may be terminated prior to its expiration, upon request of the teacher and approval of the Board.

ARTICLE 9

Academic Rights and Responsibility

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere that is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

- B. Academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional educational responsibility.
- C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.
- D. Academic freedom, however, is not to be construed as a license to promote ideas and activities which are contrary to the moral religious and political mores of the community. Subjects and activities which are known to be of critical nature must be discussed with the Superintendent or Principal prior to their introduction to the students.
- E. Teaching methods, subject areas and class activities that create unrest in the community will be reviewed by the Administration and a committee of teachers.

ARTICLE 10

Teacher Evaluation

- A. The work performance of all tenured teachers shall be evaluated, in writing, no more than once every two (2) years unless requested by the teacher or otherwise warranted. One copy of the evaluation shall be given to the teacher and one copy will be placed in the teacher's personnel file.
 - 1. The purpose of teacher evaluation shall be to assist the teacher in improving their professional status and teaching efficiency.
 - 2. The evaluation of any teacher shall be based upon the criteria in Appendix A and observation of:
 - a. The teacher's use of teaching skills and techniques.
 - b. The fulfillment of the contractual obligations.
 - c. The teacher's relative rating on the Principal/Supervisor Report on Teacher Growth.If a Principal chooses to elaborate on the criteria in Appendix A, the Principal will distribute a general list containing examples of these specified priority elements, within two weeks of the start of the school year.
 - 3. Probationary teachers shall be evaluated a minimum of two (2) times during the school year. Evaluations shall be conducted by the teacher's immediate supervisor, an Administrator, or a professional educator designated by the Board.

The probationary teacher will receive notice from the immediate supervisor of the week in which the first formal classroom observation will occur each year.
 - 4. Each written evaluation shall be based upon at least one (1) in-class observation of about sixty (60) minutes by the evaluator. A post-observation conference will be held within five (5) teacher work days of an observation unless 1) the teacher and

administrator mutually agree that is not necessary or 2) it is the last observation upon which the evaluation will be based. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.

5. A personal interview shall be held and a written evaluation shall be given each teacher within ten (10) teacher workdays after the last classroom observation upon which the written evaluation will be based. A DEA representative may be present at the personal interview if requested by the teacher. The evaluator may opt to have another Administrator present at the personal interview.
 6. No later than April 1st of each probationary year or, if hired during the year, the date established in the Tenure Commission decisions, the final written evaluation report will be furnished to the Superintendent and the teacher covering each probationary teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.
 7. If a teacher receives an unsatisfactory overall rating on an evaluation or there is an area rated unsatisfactory, the evaluator shall:
 - a. Outline a plan of assistance, in writing, for overcoming the performance problem.
 - b. Follow-up by re-evaluating the teacher after a reasonable period of time.
 - c. Place a copy of the plan of assistance in the teacher's personal file.
 8. If any evaluation of a teacher contains opinions that could be professionally damaging to the teacher, this must be supported by examples.
 9. The evaluation instrument contained in Appendix A will be used for teacher evaluations.
- B. In the event that the teacher or evaluator is absent, the above timelines will be extended.

ARTICLE 11

Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations and directions from time to time, adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The Association will use its best efforts to encourage professional behavior by all teachers.
- C. Alleged breaches of conduct shall be reported by the administrator to the offending teacher and to the Association.

A teacher shall at the time be entitled to have present a representative of the Association when being disciplined or when involved in an investigatory proceeding. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

- D. No tenured teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage may be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher.

The parties agree that the just cause standard contemplates progressive discipline (i.e. verbal warning, written warning, written reprimand, suspension and discharge) and that it also recognizes the level of discipline imposed may vary from case-to-case depending in part upon the teacher's prior disciplinary record and the nature of the offense under investigation. The non-renewal, discipline and evaluation of probationary teachers shall be grievable up through the Superintendent's level, but will not be subject to arbitration.

Disciplinary action (including confirmation of a verbal warning) will be reduced to writing.

ARTICLE 12

Seniority

- A. Seniority shall accrue during the semester only if the teacher (excludes substitute teachers under Article 14-A) works in a contract teaching assignment for forty-five (45) days or more. Any teacher working less than forty-five (45) days shall not accrue seniority. Teachers working one-half ($\frac{1}{2}$) days or more shall accrue full-time seniority. Teachers working less than one-half ($\frac{1}{2}$) days shall accrue half-time seniority.
- B. Seniority for all purposes under this Agreement shall be defined as length of unbroken service within the bargaining unit from the first date of work within the bargaining unit. A seniority list consistent with this Agreement shall be prepared by the Board by October 1st of each school year. The seniority list shall be in rank order of the teacher's first date of work, as set forth in preceding sections. In the event more than one teacher has the same first day of work, the relative place of such teachers on the seniority list with respect to that date of work will be determined by a drawing of lots participated in by all affected teachers. The notice of drawing, including date, place and time, will be provided, in writing, to the Association and all affected teachers one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested teachers, and particularly those affected, to attend. The President of the Association or designee shall draw for any teacher unable to be in attendance. All affected teachers will be notified, in writing, of the results of the drawing within forty-eight (48) hours of the drawing.
- C. Seniority shall be broken if:
1. The teacher quits.
 2. The teacher is discharged and not reinstated through the grievance procedure.
 3. The teacher fails to report for work upon notice of recall from lay-off by certified mail or telegram to the last known address unless the teacher notifies the supervisor within ten (10) days of notice of recall, exclusive of days when no mail deliveries are made.

4. The teacher fails to report to work on the first regularly scheduled workday following a leave of absence, or fails to secure an approved extension of a leave of absence.
- D. 1. Seniority shall accrue during a lay-off in the following manner. Teachers with less than two years of service shall accrue seniority up to the amount of seniority earned at the time of lay-off. Teachers with more than two years of seniority shall accrue no more than two additional years seniority after lay-off.
2. a. Except as set forth in Section B below, a teacher who becomes an administrator in the district will have their seniority as a teacher frozen as of that date. If a leave is granted when the teacher becomes an administrator, seniority will continue to accrue up to two (2) years in the same manner as a teacher on lay-off. If the administrator returns (following unbroken service in the district) to the bargaining unit, their seniority will be reinstated.
 - b. Administrators who were teachers in the district and were employed as an administrator prior to the 1986-87 school year will have their seniority frozen as of the end of the 1985-86 school year. Administrators who were teachers in the district, and were employed as an administrator for or after the beginning of the 1986-87 school year will accrue up to two (2) years of seniority.
3. Seniority shall accrue while a teacher is on Board approved sick leave, or military leave.
 4. Seniority will accrue on other leaves only if the Association and the Board agree to such accrual, in writing, prior to the commencement of the leave.
- E. The seniority list shall be posted on October 1st. It shall be the responsibility of each teacher to promptly check the seniority list. If any teacher or the Association does not believe that teacher's seniority, certification, or endorsement is correctly shown on the list, the Superintendent shall be notified, in writing, of the alleged error within ten (10) working days of the list's final day of the listing. If no challenges are made within the ten (10) day period, the seniority list shall be deemed to be accurate, and the Board shall incur no liability (including back pay) for relying on such list. After ten (10) working days, the seniority list shall be frozen until reposted. No adjustments or additional accrual of seniority shall be made until the list is reposted. Updating of endorsement (majors and minors) shall be allowed only during the ten (10) day seniority posting period. Recall of teachers on lay-off shall not be affected by changes in certification until the next posting period. Teachers who are on leave during this time will be notified of their placement on the seniority list by certified mail sent to their last known mailing address. It is the responsibility of the teacher to inform the Board of their address or any change of address. The ten (10) day examination and notification period shall not commence for these teachers until three (3) days after the mailing of the seniority list. The Association shall receive copies of the final seniority list.

ARTICLE 13

Reduction and Recall of Staff

- A. Reduction of Staff/Involuntary Lay-Off:

1. Lay-offs shall be defined as a necessary reduction in the work force as determined by the Board of Education.
2. In the event the need for lay-off arises, the following procedure will be used:
 - a. If the lay-off of a teacher will be for an indefinite time (longer than one <1> semester), sixty (60) calendar days notice shall be given the teacher. If the lay-off of the teacher is temporary (one <1> semester or less), then thirty (30) calendar days notice shall be given the teacher.
 - b. Staff will be retained to meet the curriculum needs based on:
 1. Certification and other statutory requirements
 2. Seniority
 3. Tenure
 - c. The list of staff positions impacted shall be provided to the Association prior to the Board notifying the individual teachers of the lay-offs. The Association will be granted a meeting to review the list and may, at its option, provide an alternative plan for bargaining unit reductions within two (2) business days of the receipt of the list.
 - d. If no vacancy is available for which the individual is certified and meets any other statutory requirements, the teacher will be laid-off.
3. A laid-off teacher will be granted priority status on the district's substitute list and paid at the substitute rate.

B. Recall of Teachers:

1. Laid-off teachers shall be recalled in the reverse order of lay-off, based on:
 - a. Certification and other statutory requirements
 - b. Seniority
 - d. Tenure
2. Recall rights will terminate three (3) years from the effective date of the teacher's lay-off.
3. Refusal of a similar position shall be cause for termination.
4. A teacher who is laid-off and finds a teaching position elsewhere and is unable to obtain a release from the new position, shall return the following year.
5. If a teacher fails to respond, upon notice of recall from lay-off by certified mail or telegram to the last known address, within ten (10) calendar days of notice of recall (see article 13c-3), exclusive of days when no mail deliveries are made, then such teacher's recall rights shall terminate. It is the responsibility of the teacher to update the school district on any change in address.

C. Reduction in Staff Leave – Voluntary Lay-off

During a reduction in staff, any teacher may request a leave of absence for a period not to exceed one year at a time. The leave shall be granted if said leave would result in the return of a teacher from the reduction in staff list or avoid the lay-off of a teacher

currently on staff. Upon return from such leave, the teacher will return to the same or a similar position, consistent with his/her seniority. Seniority will accrue during a reduction in staff leave. Credit will not be given for step advancement on the salary schedule for the time on the leave.

ARTICLE 14

Vacancies, Transfers and Assignments

- A. Whenever it can be reasonably determined that a substitute teacher will be needed for a period of more than forty-five (45) consecutive days in the same bargaining unit position, the substitute shall be issued a terminating contract and will temporarily become part of the bargaining unit. Pay shall be on a per diem basis.

The terminating contract referred to in the above paragraph shall provide full rights and benefits, exclusive of long term leave, job continuation, seniority (except as set forth herein), and transfer rights from day one and shall terminate at the end of the school year, or upon the return of the regular teacher pursuant to the following paragraph. Seniority will only accrue if the teacher on a terminating contract is hired for a regular position immediately following completion of the terminating contract (e.g., terminating contract starts in January and ends in June and teacher is hired as a regular teacher for the start of the Fall semester, the substitute teacher's seniority date would be January).

Substitute teachers hired to replace a teacher on leave who is returning during the school year may be laid-off without sixty (60) calendar days notice, as required by Article 15 (Reduction and Recall), at which time the provisions of the terminating contract shall end. In such an event the teacher will be given notice of lay-off at the time of employment, or be given notice of possibility of lay-off at the time of employment. The teacher's terminating contract will indicate the pay rate and the fact that the length of the contract will be determined by the length of time the substitute is needed.

B. Vacancies in Extra-Curricular Positions

1. All vacancies for extra-curricular positions shall be posted on the bulletin board in all teacher's lounges for at least ten (10) school days before the positions are filled. Teachers interested in posting for such vacancies occurring during the summer months shall notify the administration of their interest prior to the end of school and shall be mailed copies of all such vacancies occurring during the summer months.
2. The Board declares its support of a policy of filling such vacancies with the most qualified candidate, whether internal or external, to the bargaining unit.

C. Vacancies in Teaching Positions

1. All vacancies occurring or known by May 1st will be subject to a bid meeting not later than May 7th. Teachers will receive at least seven (7) calendar days notice of the bid meeting and the vacancies available. Such vacancies (and any subsequent vacancies

occurring as a consequence of transfers made at the meeting) will be filled with certified and qualified bargaining unit applicants (excludes substitute teachers under a terminating contract) based upon seniority before considering applicants outside of the bargaining unit.

2. Qualified and certified, for the purposes of this section, shall be defined as follows:

- a. Appropriate state certification, other statutory requirements or endorsement for the level and/or subjects to be taught.
- b. Other specifically posted qualifications such as recency of experience in the subject area, satisfactory prior performance in the subject area, advanced degree and special program requirements (*i.e.*, reading recovery).

3. Vacancies occurring after the bid meeting referenced in Section C (1) above will be posted for consideration of internal and external applicants. The best qualified applicant for these vacancies will be selected whether internal or external to the bargaining unit.

D. Teachers will be given written notice of their tentative schedule for the forthcoming year by the end of the present school year, or by August 1st, if scheduling changes take place over the summer. Changes in grade or subject assignment will be made only for good cause (*i.e.* the change is required by Article 14, etc.) and at least two (2) weeks prior to the opening of the school year whenever possible. Schedule/grade changes will not occur after this time unless they result from extenuating circumstances. A teacher who has had a change in grade or subject area will be reassigned to their former position, if available the following year, subject to the limitation set forth in Section E below. Teachers who will be affected by a change in grade or subject assignment shall be notified and given an opportunity to discuss the change prior to the change becoming final unless the change is attributable to the implementation of Article 14.

E. Teachers will be recalled from lay-off to vacancies before any internal transfers are facilitated.

ARTICLE 15

Miscellaneous Provisions

A. Any individual contract between the Board and an individual teacher shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

The parties agree that every teacher permitted to work will be required prior to the 1st semester of employment, to sign an individual contract of employment, as provided in Section 1231 of the School Code (*MCLA 380.1231, MSA 15.41231*) and that every such contract shall contain the following:

"The teacher and district recognize that wages, hours, terms and conditions of the continuing employment relationship are subject to and governed by the collective bargaining agreement between the district and the Dryden Education Association, which, bargaining agreement is incorporated herein by reference as though specifically, fully set forth, in this Agreement. By accepting and signing this contract, the teacher agrees to be bound by all such terms, including provisions of Article 4, Dues, Fees and Payroll Deduction."

- B. This Agreement shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers.
- D. No new or presently employed teacher will be assigned a position on the salary schedule to which the teacher is not entitled. If an assignment to the salary schedule is found to be in error, reimbursement to the district, or additional compensation to the teacher shall be made within a reasonable length of time. The DEA will appoint a committee to work with the administration to assure accuracy of the contract issued.
- E. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement, in writing, between the parties during the term of this contract. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may, from time to time, arise of vital, mutual concern of the parties that have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate on arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- F. Use of buildings for regular extra-curricular activities before and after school, in the evenings, or on Saturday will be allowed, consistent with the district's building use policy and this will be facilitated by a reasonable, recorded system of issuing keys and priorities. Teachers and student organizations will be responsible, as directed by the administration, when using the building for extra-curricular activities.
- G. Should Acts of God require the cancellation of school, the determination of cancellation will normally be made by 6:00 a.m., or as soon as possible. Staff will be notified through the fan-out system and the Michigan State Police L.E.I.N. system.

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

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

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

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

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

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

Teachers attending approved professional development activities which take place on weekends will be provided with forty-five dollars (\$45.00) credit to be used for classroom supplies.

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

J. MENTOR TEACHERS

1. Each teacher in his/her first (3) years in the classroom shall be assigned a mentor teacher by the administration. The mentor teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
2. The mentor teacher shall not be a probationary teacher.
3. Participation as a mentor teacher shall be voluntary.
4. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification.
5. Mentee shall only be assigned to one (1) mentor teacher at a time.
6. The mentor teacher shall not at any time be called as a witness in any grievance or administrative hearing involving the mentee, nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher. This is a confidential relationship.

7. If necessary, the administration shall make available release time so the mentor teacher may work with the mentee in his/her assignment during the regular workday. Where possible, the mentor teacher and mentee shall be assigned common preparation time. Compensation of \$200.00 per year will be paid to mentor teachers for time spent regarding mentoring.

ARTICLE 16

Grievance Procedure

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

The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground, or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The arbitrator shall have no power to establish salary scales or interpret statutes or issue a ruling on any matter for which a statute provides an administrative procedure for seeking remedy (i.e. Tenure Act).

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

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

ARTICLE 17

School Improvement

- A. The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) *MSA*.
- B. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail, unless restricted as a prohibited subject of bargaining under the Public Employment Relations Act.
- C. Any provision(s) of a SIP or applications thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact of any wages, hours and/or other terms and conditions of employment of any teacher must be by mutual agreement of the Board and the Association prior to being implemented, unless restricted as a prohibited subject of bargaining under the Public Employment Relations Act.
- D. The Board and the Association agree that teacher participation in decision making is effective in providing positive results for education. The District-wide and Building Level School Improvement Teams are groups of individuals who are responsible for the implementation of school improvement decisions at their respective levels and are effectively involved in making that decision. To that end, the parties agree as follows:

1. A SIP Plan (district or building level) shall have no authority to modify in any manner the collective bargaining agreement between the Board and the Association. The following issues will be considered within the scope of authority of a SIP Plan, per definitions contained in the Correlate of Effective Schools:
 - a. Strong instructional leadership
 - b. A clear and focused mission
 - c. A climate of high expectations for success for all students
 - d. A safe, orderly environment
 - e. The opportunity to learn and adequate time spent on academic tasks
 - f. Frequent monitoring of student progress
 - g. Positive home-school relations
 1. A SIP Plan (district or building level) must be consistent with:
 - (a) Board policy
 - (b) Master agreement
 - (c) District mission statement
 - (d) Building mission statement
 2. Plans should incorporate short-term as well as long-term goals. Included in each plan will be considerations for the following:
 - (a) Instructional improvement as indicated by building team research
 - (b) Instructional needs
 - (c) Building organization and operation
 - (d) Plans will need to include a budget.
2. Any participation on a school improvement team, whether in full or in part, shall be voluntary. Further, teachers will not be affected by such activities in a manner that is contrary to established practice(s) or any term or provision of this Agreement except as mutually agreed, in writing, by the Board and the Association.
3. SIP members who participate in School Improvement Team activities (district or building level), including training and scheduled committee meetings, will be compensated as follows:
 - a. Released time for meetings or training held during the SIP member's regular work day. Hours may vary slightly, but a day of meetings will be considered a day of work.
 - b. Compensatory time or .063% (.00063) of a BA-1 step per hour for all meetings or training held beyond the regular work day.
4. School Improvement Team decisions will be by consensus of those on the team. The chairperson of each team will be selected by the members of that team.

ARTICLE 18

Duration of Agreement

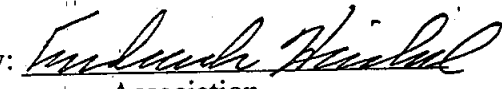
This Agreement shall be effective upon ratification by the parties, and shall continue in full force and effect until June 30, 2008. Notice from either party will suffice for the purposes of bargaining a successor Agreement.

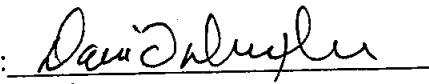
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on this day and year specified above:

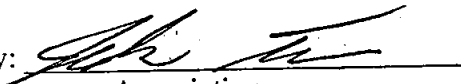
DRYDEN BOARD OF EDUCATION

DRYDEN EDUCATION ASSOCIATION

By: 
Board

By: 
Association

By: 
Board

By: 
Association

SCHEDULE A

SALARY SCHEDULE and FRINGE BENEFITS

DRYDEN COMMUNITY SCHOOLS

2006-2007 1% (Retroactive)

	BA/BS	BA/BS +20	MA or BA/BS +30	MA + 15	MA + 30
1	34,031	35,986	38,144	40,431	42,858
2	35,986	38,054	40,431	42,858	45,431
3	38,054	40,241	42,858	45,431	48,157
4	40,241	42,555	45,431	48,157	51,044
5	42,555	45,001	48,157	51,044	54,110
6	45,001	47,590	51,044	54,110	57,356
7	47,590	50,329	54,110	57,356	60,794
8	50,329	53,224	57,356	60,794	64,445
9	53,224	56,282	60,794	64,445	68,310
10	56,282	59,520	64,445	68,310	72,411

2007-2008 1%

	BA/BS	BA/BS +20	MA or BA/BS +30	MA + 15	MA + 30
1	34,371	36,346	38,525	40,835	43,287
2	36,346	38,435	40,835	43,287	45,886
3	38,435	40,644	43,287	45,886	48,638
4	40,644	42,981	45,886	48,638	51,554
5	42,981	45,451	48,638	51,554	54,651
6	45,451	48,066	51,554	54,651	57,929
7	48,066	50,832	54,651	57,929	61,402
8	50,832	53,756	57,929	61,402	65,089
9	53,756	56,845	61,402	65,089	68,993
10	56,845	60,115	65,089	68,993	73,135

- A. 1. Credit will be given on the above only for graduate hours that are in the education field or an academic area related to the subject areas taught in the Dryden Community Schools. Said hours must be completed at or transferred to an institution accredited by the National Council for Accreditation of Teacher Education. Graduate hours in addition to those required for a Masters' Degree will be credited toward the MA+15 schedule. Advancement from the MA+15 level to the MA+30 level will only be allowed for hours taken following completion of the M.A. Degree.
- 2. Teachers under contract will be moved horizontally at the start of the school year and at semester only.
- B. The step placement of new teachers on the salary schedule will be discretionary with the district. Prior public school service will not necessarily be granted. For recruiting purposes, a teacher may also be placed beyond the teacher's year(s) or prior public school service. Decisions under Section B will not be subject to the grievance procedure.

C. Longevity:

12 years	1%*	20 years	3.0%*
15 years	2%*	25 years	3.5%*

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

Service shall be defined as time worked as a teacher of Dryden Community Schools (need not be continuous) with 36 weeks worked being equal to one year of service.

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

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

E. Fringe Benefits

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

1. MESSA-PAK Plan A

- a. Fully paid Choices II
- b. LTD-Plan I, 66 2/3 of Maximum eligible salary
 - 90 calendar days - modified fill elimination period
 - Maximum monthly benefit \$5,000
 - Maximum eligible monthly salary \$7,500.00
 - COLA No
 - Family social security offset
 - Alcohol/drug 2 years
 - Mental/nervous same as any other illness
 - 5% Minimum payout
 - Pre-existing limits waived
- c. Delta Dental Plan - 80/80/80, \$1,000 Annual Max
 - 80: \$1,300 lifetime max

Two Cleanings per year
No adult orthodontics

- d. Negotiated life - \$45,000 with AD&D
 - e. Vision - VSP3;
2. MESSA-PAK Plan B
- a. LTD-same as above
 - b. Delta Dental Plan
 - c. Negotiated life - \$50,000with AD&D
 - d. Vision - VSP3
 - e. Dependent Life - \$10,000/\$5,000
 - f. Up to four hundred dollars per month. To provide this cash option the Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount of cash received may be applied by the teacher toward a tax-deferred annuity. To elect a tax-deferred annuity, the teacher shall enter into a salary reduction agreement.
3. a. Part -time teachers will be provided with the following prorated benefits:

- (1) Choices II; life insurance (\$45,000 with AD&D); Delta Dental Plan 50/50/50: \$1,000 annual max, 50: 1000 lifetime max; vision- VSP3; LTD described in E1b above; or
- (2) Delta Dental Plan 80/80/80: \$1,000 annual max, 80: \$1,300 lifetime max; Vision – VSP3; life insurance (\$45,000 with AD&D); LTD insurance described in E1b and prorated cash option (E.2.f)

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

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

4. The Board may review alternative insurance providers and may make recommendations to the Association for their consideration as to whether or not the item should be reopened for negotiations.

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

SCHEDULE B
Dryden Community Schools
Athletic Extra Duties

All salaries based upon percentage of BA/BS Salary Schedule.

0 Years experience = Step 1; 1 Year experience = Step 2; 2 Years experience = Step 3.

Head Football	11%
Assistant Football	8%
J.V. Football	8%
Junior High Football	7%
Assistant J.V. Football	6%
Head Basketball (Boys & Girls)	11%
J.V. Basketball (Boys and Girls)	8%
9 th Grade Basketball (Boys & Girls)	5%
8 th Grade Basketball (Boys & Girls)	5%
7 th Grade Basketball (Boys & Girls)	5%
Head Volleyball	11%
J.V. Volleyball	8%
9 th Grade Volleyball	5%
8 th Grade Volleyball	3%
7 th Grade Volleyball	3%
Head Baseball	9%
Head Softball	9%
J.V. Baseball	6%
J.V. Softball	6%
**Varsity Track (Boys and Girls - each)	5%
*Varsity Track Assistant	3%
Junior High Track	4%
Golf	5%
Wrestling	6%
Junior High Wrestling	3%
Head Cheerleading - Football	5%
Head Cheerleading - Basketball	5%
with Comp. Cheer.	6%
J.V. Cheerleading	4%
J.V. Cheerleading - Football	4%
J.V. Cheerleading - Basketball	4%
Junior High Cheerleading	4%
Junior High Cheerleading - Football	4%
Junior High Cheerleading - Basketball	4%
Soccer	6%

* If the number of participants exceeds 20

**Paid assistant if over 20 participants

SCHEDULE B
Dryden Community Schools
Non-Athletic Extra Duties

All salaries based upon percentage of BA/BS Salary Schedule.

0 Years experience = Step 1; 1 Year experience = Step 2; 2 Years experience = Step 3.

1.	Plays -	
	Small (1 or 2 acts)	2%
	3 Acts	2.5%
	Musical	3.0%
2.	Band	6.0%
3.	Forensics	1.5%
4.	Debate	1.5%
5.	Ski Club	1%
6.	Chess Club	1%
7.	Senior Sponsor	1.5%
8.	Junior Sponsor	1.5%
9.	Sophomore Sponsor	1%
10.	Freshman Sponsor	1%
11.	Eighth Grade Sponsor (with trip)	1.5%
13.	Seventh Grade Sponsor (with trip)	1.5%
14.	Sixth Grade Sponsor (with trip)	1.5%
15.	N.H.S. Sponsor	1.5%
16.	Science Club	1.5%
17.	Foreign Language Club	1.5%
18.	Computer Club	1.5%
19.	Quiz Bowl	2%
20.	S.A.D.D.	1.5%
21.	Elementary Drama	1.5%
22.	Elementary Student Assembly	1.5%
23.	Science Fair Elementary	1.5%
24.	Science Fair Secondary	1.5%
25.	Olympiad Coach	1.5%
26.	Environmental Group	1.5%
27.	Pep Band (5 girls Basketball/5 Boys Basketball)	2%
28.	Student Council	1.5%
29.	Extended Study Elementary School:	

- a. For every ten hours of extended study service, a teacher will be granted a compensatory or sick day. A teacher may only accumulate and use a maximum of one such day for each semester. Compensatory days are subject to the same provisions as personal business days (Article 8, Section G, paragraph 3). Unused comp days, at the end of the year, will convert to accumulated sick days.
- b. In addition, teachers may accumulate hours of credit in order to acquire the ten hours necessary to earn a compensatory or sick day. It shall be within the discretion of the Board to fill or not to fill any of the above stated positions. If the Board creates a new position, the Association shall have the right to negotiate the salary. It is understood that the above duties are subject to annual reassignment at the discretion of the Board.

SCHEDULE C

CALENDAR

2006-07 School Year

August 29	Professional Development Day – No Students
August 30	Professional Development Day - No Students
September 5	Teacher Work Day - No Students
September 6	First Day With Students - Full Day of School
October 11-12	Jr/Sr High Parent/Teacher Conferences (Evening)
November 3	End First Marking Period
November 10	Professional Development Day - No Students
November 15	Elementary Parent/Teacher Conferences (Evening)
November 16	Elementary Parent/Teacher Conferences (1/2 day)
November 22 - 24	Thanksgiving Recess - No Classes
December 22 - January 2	Winter Break - No Classes
January 15	Professional Development Day - No Students
January 24-26	Exams-Half Day for Students
January 26	End First Semester
February 19	President's Day – No Classes
February 28	HS Parent/Teacher Conferences (Evening)
March 1	Elem. Parent/Teacher Conferences (Evening)
March 9	Professional Development Day - No Students
March 30	End Third Marking Period
April 2-9	Spring Break - No Classes
May 25 - 28	Memorial Day Break - No Classes
June 11 - 13	Exams-Half Day for Students
June 13*	Final Scheduled Day for School, End Second Semester

178 Student Contact Days, includes 6 (HS) or 7 (Elem.) half days
185.5 Teacher Days

- * If "snow days" are required to be made up in order to comply with State of Michigan student instructional hours/day requirements, they will be made up at the end of the school year unless otherwise mutually agreed upon. If the school year is extended, any half days will be moved to the final days of the school year.

Due to the reduction in the number of student instructional days, the instructional minutes in Article 5 (B) (1) for the secondary will be increased to 316 minutes per day and to 1610 minutes per week for the elementary.

CALENDAR

2007-08 School Year

August 28	Professional Development Day – No Students
August 29	Professional Development Day - No Students
September 4	Teacher Work Day - No Students
September 5	First Day With Students - Full Day of School
October 10-11	Jr/Sr High Parent/Teacher Conferences (Evening)
November 2	End First Marking Period
November 9	Professional Development Day - No Students
November 14	Elementary Parent/Teacher Conferences (Evening)
November 15	Elementary Parent/Teacher Conferences (1/2 day)
November 21 - 23	Thanksgiving Recess - No Classes
December 24 - January 2	Winter Break - No Classes
January 16-18	Exams-Half Day for Students
January 18	End First Semester
January 21	Professional Development Day - No Students
February 18	President's Day – No Classes
February 20	HS Parent/Teacher Conferences (Evening)
February 21	Elem. Parent/Teacher Conferences (Evening)
March 20	End Third Marking Period
** March 21-28	Spring Break - No Classes
April 11	Professional Development Day - No Students
May 23-26	Memorial Day Break - No Classes
June 9- 11	Exams-Half Day for Students
June 11*	Final Scheduled Day for School, End Second Semester

178 Student Contact Days, includes 6 (HS) or 7 (Elem.) half days
185.5 Teacher Days

* If "snow days" are required to be made up in order to comply with State of Michigan student instructional hours/day requirements, they will be made up at the end of the school year unless otherwise mutually agreed upon. If the school year is extended, any half days will be moved to the final days of the school year.

** The scheduled dates for spring break for 2007-2008 are tentative, depending on the final calendar of the Lapeer County Intermediate School District. In order to meet the needs of those students attending LCISD programs, the final spring break calendar dates will be the same as spring break in the LCISD calendar for 2007-2008, unless otherwise mutually agreed upon.

Due to the reduction in the number of student instructional days, the instructional minutes in Article 5 (B) (1) for the secondary will be increased to 316 minutes per day and to 1610 minutes per week for the elementary.

APPENDIX A

DRYDEN COMMUNITY SCHOOLS
Teacher Evaluation Report

Teacher: _____

Date: _____

Assignment: _____
Preparation

Teaching in Field of
Yes / No

A statement of explanation shall be made for each category below:

I. Instructional Techniques and Content

(Uses instructional time effectively, has documentation that indicates that lessons are aligned with the district's curriculum, communicates purpose of lesson, uses a variety of current educational techniques).

Comments: _____

II. Classroom Management

(Demonstrates flexibility in dealing with students, asserts control in a fair manner, follows school discipline policy, creates a positive classroom atmosphere)

Comments: _____

III. Broad Student Outcomes

(Uses appropriate amount of indicants throughout the year, documents in appropriate manner the progress of students)

Comments: _____

IV. Personal Qualities

(Cooperates with co-workers, exhibits professional behavior and emotional stability, maintains appropriate grooming and dress).

Comments: _____

V. Organizational Skills

(Follows building procedures, rules, regulations, directives, building and Board policies).

Comments: _____

VI. Professional Related Activities

(Parent-Teacher conferences, open houses, IEPC meetings, committee work, professional development activities).

Comments: _____

Additional Remarks: _____

Professional Assistance Provided and Recommendations: _____

Classroom Observations

Performance Rating

_____ Satisfactory:
_____ Unsatisfactory (see attached plan of action)

APPENDIX B

**Dryden Community Schools
Evaluation Conference Report**

Evaluator: _____ **Date:** _____

Teacher: _____

Others Present: _____

Remarks by Evaluator: _____

Opportunity for Teacher Comments: _____

Teacher Acknowledgement

I acknowledge that I have been made aware of the contents of this instrument. My signature does not necessarily mean that I agree or disagree.

Signature of Teacher

Signature of Evaluator

Date

Date

Signature of Superintendent (for review purposes only)

Date

APPENDIX C
Dryden Community Schools
Classroom Observation Report

Teacher: _____ **Date:** _____

Time: From _____ **To** _____

Techniques of Instruction:

Classroom Management:

Evaluator

A copy of this completed form is to be given to the teacher as soon as possible. If either party deems necessary, a post-observation conference shall be held within five (5) school days.

APPENDIX D

DRYDEN COMMUNITY SCHOOLS

GRIEVANCE FORM

Distribution of Form

- 1 - Superintendent
- 2 - Principal
- 3 - Association
- 4 - Teacher

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

STEP I

A. Date Cause of Grievance Occurred: _____

B. Statement of Grievance and Relief Sought: _____

Signature Date

C. Disposition by Principal: _____

Signature Date

D. Association Position: _____

Signature Date

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature Date

NOTE: Continued on reverse side

C. Position of Association: _____

Signature

Date

STEP III

A. Date Submitted to Arbitration: _____

B. Disposition of Grievance: _____

LETTER OF AGREEMENT

BETWEEN THE

DRYDEN COMMUNITY SCHOOLS BOARD OF EDUCATION

AND THE

DRYDEN EDUCATION ASSOCIATION/MEA

FOLLOWING THE RATIFICATION OF THE 2004-2006 SUCCESSOR AGREEMENT, THE PARTIES WILL CONVENE A COMMITTEE OF NOT MORE THAN THREE MEMBERS ON EACH SIDE FOR THE FOLLOWING PURPOSES. TO FACILITATE COMMUNICATIONS AND ASSIST WITH NEGOTIATIONS, EACH PARTY WILL ASSURE THAT AT LEAST ONE MEMBER OF THEIR COMMITTEE DESIGNEES IS A MEMBER OF THE NEGOTIATIONS TEAM.

- A. TO NEGOTIATE ADJUSTMENTS TO THE TEACHER EVALUATION CRITERIA IN APPENDIX A. IT IS UNDERSTOOD THAT DURING THE PENDENCY OF THESE DISCUSSIONS, THE DISTRICT MAY ELECT TO SUSPEND ALL FUTHER EVALUATIONS OF TENURED STAFF MEMBERS.
- B. THE COMMITTEE WILL ISSUE ITS RECOMMENDATION TO THE BOARD AND DRYDEN EDUCATION ASSOCIATION NEGOTIATIONS TEAMS BY A MARCH 1, 2007 TARGET DATE.

IT IS THE STATED INTENTION THAT THESE NEGOTIATIONS WILL BE COMPLETED NO LATER THAN JULY 1, 2007.

 9/22/06
FOR THE BOARD DATE

 9/23/06
FOR THE ASSOCIATION DATE

LETTER OF AGREEMENT

BETWEEN THE

DRYDEN COMMUNITY SCHOOLS BOARD OF EDUCATION

AND THE

DRYDEN EDUCATION ASSOCIATION/MEA

FOLLOWING THE RATIFICATION OF THE 2004-2006 SUCCESSOR AGREEMENT, THE PARTIES WILL CONVENE A COMMITTEE OF NOT MORE THAN THREE MEMBERS ON EACH SIDE FOR THE FOLLOWING PURPOSES. TO FACILITATE COMMUNICATIONS AND ASSIST WITH NEGOTIATIONS, EACH PARTY WILL ASSURE THAT AT LEAST ONE MEMBER OF THEIR COMMITTEE DESIGNEES IS A MEMBER OF THE NEGOTIATIONS TEAM.

- A. TO REVIEW THE NEW STATE OF MICHIGAN GRADUATION REQUIREMENTS AND HOW THOSE WILL IMPACT UPON SCHEDULING AND STAFFING AND MAKE ANY NECESSARY ADJUSTMENTS TO THE MASTER AGREEMENT THAT THE PARTIES DEEM NECESSARY.
- B. TO REVIEW ALTERNATIVE SCHEDULING MODELS AND TO RENEGOTIATE ARTICLE 5(B)(1) AND ANY OTHER PROVISIONS NECESSARY TO FACILITATE A CHANGE IN THE INSTRUCTIONAL DELIVERY MODELS (I.E. TRIMESTERS) AT THE SECONDARY LEVEL. IN THE EVENT THE NEGOTIATIONS ARE NOT COMPLETED BY MARCH 31, 2007, THE DISTRICT RESERVES THE RIGHT TO INSTITUTE A TEMPORARY PLAN TO FACILITATE STUDENT SCHEDULING WHILE NEGOTIATIONS CONTINUE IN ORDER TO FACILITATE THE NECESSARY SCHEDULING ISSUES.
- C. THE COMMITTEE WILL ISSUE ITS RECOMMENDATION TO THE BOARD AND DRYDEN EDUCATION ASSOCIATION NEGOTIATIONS TEAMS BY A MARCH 1, 2007 TARGET DATE.

IT IS THE STATED INTENTION THAT THESE NEGOTIATIONS WILL BE COMPLETED NO LATER THAN JULY 1, 2007.


FOR THE BOARD DATE 9/22/06


FOR THE ASSOCIATION DATE 9/22/06