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* 2006 - 2007 *

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* **MASTER AGREEMENT** *

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between

THE BOARD OF EDUCATION OF THE VAN DYKE PUBLIC SCHOOLS

THE PROFESSIONAL PERSONNEL OF VAN DYKE

50220

Agreement made this first day of July, 2006, by and between the Board of Education of the Van Dyke Public Schools, Warren, Michigan, hereinafter called the "Board," and the Professional Personnel of Van Dyke, hereinafter called the "Professional Personnel." This agreement shall be effective July 1, 2006 and shall continue in effect until June 30, 2007.

The parties agree as follows:

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ARTICLE I

RECOGNITION, DEFINITIONS, STRIKE PROHIBITION, DUES, NEGOTIATIONS

A. **Recognition:** The Board recognizes the Professional Personnel as the sole and exclusive collective bargaining representative for all members of the bargaining unit, all of whom are hereinafter referred to as "teacher" or "teachers." Excluded from the Professional Personnel are substitute teachers; adult, Indian program, summer school, community education teachers; athletic director; and non-bargaining unit employees under supplemental contract.

B. **Definitions:** Teachers in the bargaining unit shall include the following positions: teacher, school-certificated librarian, counselor, science and fine arts coordinators, vocational-certificated instructors, and special education personnel. The term "school" is to include any work location in which a member of the bargaining unit is employed. The term "principal" refers to administrators in any elementary or secondary work location. Wherever the singular is employed, it is to include the plural. The term "Professional Personnel representative" is to include representatives appointed by the president of the Professional Personnel. The president of the Professional Personnel shall notify the superintendent of the identity of such representatives. As used herein, the term "Board" shall include the Board, its agents, and designees. The term "seniority" refers to the number of current years of service, or fraction thereof, in the Van Dyke Public Schools. Time spent on compensable leaves of absence shall be a part of an employee's seniority. Seniority shall not accumulate for leaves of absence for which no salary is paid. An administrator who was formerly a member of the teacher bargaining unit, whose services are voluntarily or involuntarily discontinued, shall retain and continue to accrue seniority as defined in this Article. A seniority list of all certified personnel showing the date of hire, breaks in employment, teaching majors and/or minors for regular classroom teachers and specific majors and/or minors for enrichment teachers shall be prepared by the Board and be made available to the Professional Personnel. The Board of Education shall provide twenty-five (25) copies to the president of the Professional Personnel. These lists shall be conveyed to the president on or before December 15 of the current school year. In the event of two or more teachers having equal seniority, the following criteria will be applied in the order stated:

- (1) Earliest date of hire: Date of hire shall be determined by the date on which the teacher has affixed his/her signature on the contract.
- (2) Highest number of hours of professional preparation in the area in question, including both undergraduate and graduate hours.
- (3) The seniority of a teacher teaching less than full time shall be prorated in direct proportion to the actual decimal fraction of the days taught (effective date: Sept. 1, 1980). The teacher's individual contract shall state the decimal fraction to the nearest tenth. The fringe benefit package given to teachers teaching less than full time, but at least half time, shall have a monetary value of fifty percent of that which they would have received had they worked full time. In no event, shall a teacher working less than full time be required to pay any portion of the cost of fringe benefits, nor shall he/she be offered that option.

ARTICLE I (Continued)

D. **Dues:** Payroll deductions for the Professional Personnel shall be deducted in twenty-one consecutive installments beginning with the first pay period of each school year, or the first full pay period after ratification of the master agreement should that ratification occur after Labor Day. All dues shall be paid by payroll deductions. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Professional Personnel and execute an authorization for dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the dues and assessments of the Professional Personnel, which sum shall be forwarded to the Professional Personnel. Individual authorization forms are to be furnished by the Professional Personnel and when executed, filed with the administrative office. Authorizations, once filed with the administrative office, shall continue in effect until revoked by the teacher on a form available from the Professional Personnel and filed with the administrative office. At least sixty (60) days prior to the beginning of each school year, the Professional Personnel shall give written notification to the Board of any change in the computation of its dues which are to be deducted in that school year under such authorizations. The amount of deductions for such dues shall not be subject to change during that school year. In the event that such an authorization is not signed for a period of thirty (30) days following the commencement of employment of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this agreement, the services of such teacher shall be discontinued as of the end of the current semester. Such teacher or teachers shall be notified of the termination of their services immediately upon the expiration of the thirty (30) day period heretofore mentioned, unless the Board is unable to do so because of the limitation imposed by the Michigan Tenure Act (Compiled Laws 1948, Sec. 38.83). The Board shall follow the dismissal procedures of the Michigan Tenure Act. Should the athletic director or any other administrator teach part-time in a regular classroom, he/she shall pay the prorated portion of the current union dues as an assessment.

E. **Negotiations:** Each party recognizes that the negotiated agreement is subject to final ratification by the Board of Education and the Professional Personnel of Van Dyke. Prior to the ratification of the proposed master agreement, two (2) official copies of the entire agreement shall be prepared, and the signatures of all members of both negotiating teams shall be affixed thereto to certify the validity of said proposed master agreement. One copy shall be provided to each negotiating team. It is the mutual objective of both parties to achieve the resolution and printing for distribution to the membership of the Professional Personnel of the proposed master agreement, seven (7) calendar days prior to the end of the current school year. Both parties must submit the proposed master agreement for ratification prior to midnight of the same day. Upon ratification by the Professional Personnel of Van Dyke membership and the Van Dyke Board of Education, the chief negotiators will notify the other party immediately.

ARTICLE II - A

COMPENSATION (2006-2007)

[TEACHER, PSYCHOLOGIST, SOCIAL WORKER, OCCUPATIONAL THERAPIST]

The salary schedule negotiated by the Board and the Professional Personnel is as follows, and includes all rates of compensation effective August, 2006.

2006-2007 SALARY SCHEDULE

YEARS EXPERIENCE	BACHELOR'S	MASTER'S	*SPECIALIST	DOCTORATE
0.0	36,193	41,030	44,232	47,443
0.5	37,423	42,413	45,768	49,115
1.0	38,653	43,816	47,298	50,783
1.5	39,888	45,214	48,689	52,183
2.0	41,120	46,604	50,093	53,581
2.5	42,341	48,003	51,266	54,985
3.0	43,578	49,402	52,894	56,381
3.5	44,807	50,799	54,279	57,770
4.0	46,631	52,793	57,296	59,768
4.5	47,857	54,191	57,672	61,152
5.0	49,088	55,593	59,068	62,551
5.5	50,318	56,981	60,465	63,948
6.0	51,547	58,372	61,859	65,341
6.5	52,779	59,776	63,254	66,739
7.0	54,012	61,166	64,650	68,131
7.5	55,239	62,559	66,049	69,534
8.0	56,466	63,964	67,443	70,926
8.5	60,826	70,243	74,127	77,989
9.0	64,042	75,451	79,691	83,932

EXAMPLE: Salary Schedule (BA)

8 years exp. \$56,466

9 years exp. \$64,042

Salary for 8.6 years seniority:

$$(.6) \times (64,042 - 56,466) + 56,466 = \$61,012$$

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

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

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

ARTICLE II (continued)

FRINGE BENEFITS

1. A teacher who must give up his/her duty-free preparation period or duty free lunch period, in an emergency, shall be compensated for each occurrence at the rate of \$20, (\$22.00 effective January 20, 2004) year for periods less than forty (40) minutes and \$22, (\$24.00 effective January 20, 2004) for periods of forty (40) minutes and \$30, (\$32.00 effective January 20, 2004) for periods of sixty (60) minutes or more. The president of the Professional Personnel shall not be subject to the provisions of this paragraph. In the event blocking is discontinued, the language regarding sixty (60) minute periods will be voided.
2. Teachers who perform non-teaching duties as described in Article VIII shall be compensated at the rate of \$20 for each performance of such duties. When such duties are performed on other than regularly scheduled school days, the rate of pay shall be \$30.
3. Teachers who teach an extra class, thereby giving up a duty-free preparation or lunch period or extending the length of their regular workday for an entire school year, shall be compensated at the rate of eleven percent (11%) of their regular salary. Teachers working cafeteria duty will be paid \$20.00 (\$22.00 effective January 20, 2004) for periods less than 40 minutes and \$22.00 (\$24.00 effective January 20, 2004) for periods of 40 minutes or more. Teachers who miss cafeteria duty because of school business will still be compensated.
4. Compensation for extended workshops shall be \$5.00 per hour.
5. The Board shall assume the full cost of premiums for Blue Cross/Blue Shield Community Blue PPO with the following Riders: (1) XVA2, (2) CBMHP, (3) CBPCM, (4) PD-CM and PCD for all teachers and their dependents. The Board shall assume the cost of a Preferred Prescription Drug Program (\$5/\$10 co-pay) with MOPD2X and RX902X riders. PPVD members are encouraged to utilize the 90 day prescription riders (MOPD2X and RX902X).
 - (A) An Employee who reaches age 65, and who is currently covered under a school district health insurance plan, and terminates his/her current coverage provided by the employer in lieu of Medicare, shall receive a check in the amount of \$300 at the time of validating conversion to the Medicare plan. This provision will not be applicable to members of the bargaining unit who do not currently have health care benefits with the Van Dyke Public Schools. A cancellation form must be signed by the employee.
 - (B) Full time employees electing to forgo health insurance benefits will be entitled to certain payments. The terms of the payment are those described in the Flexible Benefit Plan which is incorporated by reference. This section will govern in case of any conflict between the terms of that Plan and this section.
 - (1) Persons electing to forgo health insurance will notify the employer by October 1st of each year.
 - (2) The number of persons waiving health insurance will be counted on October 2. The Union will be provided a list containing the names of persons waiving health insurance. The Union may dispute the census. The grievance procedure will be used to resolve any disputes.
 - (3) Each person waiving health insurance will be entitled to a minimum \$1500 payment effective 2004-2005 school year. The amount of the payment will be determined according to the formula expressed in this section.
 - (a) The payment will be \$2,000 effective 2004-2005 school year if at least 20% of the unit members waive health insurance.
 - (b) No payments are made to married couples both currently employed by Van Dyke Schools.

ARTICLE II (Continued)

13. LONG-TERM DISABILITY: PPVD shall provide full-time members of the teacher bargaining unit who have less than ten (10) years credit with the Michigan Public School Employees Retirement System long-term disability insurance (LTD). The District will administer the program. Benefits shall be paid at seventy percent (70%) of one's salary, which will be paid at the teacher's salary rate at the commencement of disability leave up to a maximum of \$2,500 per month; and shall commence one calendar year following total disability leave. In order to be eligible for LTD, the teacher must be disabled as defined in the LTD insurance policy and cannot be employed elsewhere. This coverage will be for seventy percent (70%) full integrated basis of monthly salary to age 65. All fringe benefits will terminate on the effective date that a bargaining unit member becomes eligible for LTD. Requalification for LTD benefits shall be under the conditions specified herein. The rules and regulations of the carrier shall govern. The effective date for the \$2,500 maximum shall be September 1, 1989.
14. For purposes of fringe benefits in addition to the employee's spouse, a dependent shall be someone who meets the requirements of the Blue Cross/Blue Shield Dependent Contract. Effective July 1, 1995, no new dependents shall be added.
15. When the Board of Education of the professional personnel agree, properly authorized persons may be made into a tax-deferred 403(b) Plan carrier with ten (10) or more bargaining unit participants.

ARTICLE II (continued)

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

SENIOR HIGH SCHOOL:

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

MIDDLE SCHOOL:

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

**Posted Annually

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

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

ELEMENTARY SCHOOLS:

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

SPECIAL EDUCATION:

Assignment	Amount
Homebound Teacher	**300.00
Speech Therapist	**300.00
Teacher of Ment. Impaired	**300.00

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

Assignment	Amount
Elem. Library Coordinator	\$1000
Elem. Music Teacher	500

**Applicable only to employees hired prior to July 1, 1972

Other Supplemental Contracts:

K-12 Coordinators:	
Vocal Music	4.0%
Physical Education	4.0%
Art	4.0%
Instrumental	4.0%

See Article II, Paragraph 12, Page 9 regarding mileage

ARTICLE II (continued)

PAYMENT SCHEDULE

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

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

NOTIFICATION FOR PAYMENT OF GRADUATE HOURS

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

CERTIFICATION LAPSE

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

SERVICE INCREMENT

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

ARTICLE III (continued)

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

Membership

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

Funding

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

Withdrawal

1. Withdrawal shall be made only upon depletion of personal sick leave days. Application for withdrawal shall be made, in writing, seven (7) days before the expiration of the teacher's personal sick leave days. Such application shall include a statement from a licensed physician verifying the extent of the illness or disability.
2. Date of withdrawal shall be immediately after depletion of personal sick leave days for members whose accrued personal sick leave amount to forty (40) days at the inception of the illness which depleted their sick leave.
3. For others, withdrawal shall be delayed beyond the depletion of personal sick leave by the difference between accrued sick leave and forty (40) days. These forty (40) days must be consecutive.
4. Maximum withdrawal shall be the number of work days in a school year for each occasion. Withdrawal shall be made in only full or half days.

ARTICLE IV

LEAVES OF ABSENCE

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

Article IV (continued)

(2) A term of sabbatical leave will entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following his/her return to service in the system.

(3) A sabbatical leave granted to a regular employee of the professional staff will also operate as a leave of absence without pay from all other school activities.

i. An employee on sabbatical leave will report to the superintendent as follows:

(1) The employee will immediately request approval from the superintendent for substantial changes in the planned program of the leave as outlined in the approved application.

(2) An interim report will be filed at the mid-point of the period for which the leave is taken. This report will contain sufficient information to enable the superintendent to determine that the leave is being utilized in the approved manner.

(3) A final report will be filed with the superintendent in accordance with the provisions as stated in a following section.

(4) The superintendent may require, and the employee will promptly furnish, such additional reports as the superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave. In the event that the superintendent will find that the employee is not fulfilling the agreement, or is dilatory in any respect, the entire sum paid to the employee by the Board will become immediately due and all future payments will cease.

j. Requirements and status upon returning from sabbatical leave are as follows:

(1) At the expiration of a sabbatical leave, the employee will be restored to his/her position or to a position acceptable to the returnee with like nature, seniority, status and pay (State Code 380.1235-Restoration to Teacher Positions) provided that the employee remains eligible for reinstatement under other rules and regulations of the Board of Education.

(2) Each employee returning from sabbatical leave will file a final written report with the superintendent not later than 60 days after the day on which the employee again takes up active service. The report will include the names of institutions attended, courses pursued, credits received, experience gained, or the itinerary of travel, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system. An employee will not be considered as having completed the requirements of the sabbatical leave until his/her final report has been approved by the superintendent. At his/her discretion, the superintendent may require proof that the program, as presented by the applicant, has been followed. When approved by the superintendent, these final reports will be transmitted to the Board of Education.

ARTICLE V

TEACHING PERIODS

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

- A. Principals shall publish a schedule of duty assignments by the second Monday of each semester. Administrators shall consult with building representatives to review duty schedules in order to rotate all duties among all teachers assigned to their building. Building administrators may deviate from the elementary, middle school and high school schedules to accommodate State and Federal testing programs.
- B. The daily time schedule for elementary teachers shall be seven (7) hours and twenty-four (24) minutes. This shall include an average of 325 minutes of instruction (except during the first and last weeks of the school year and those weeks shortened by the negotiated calendar or "acts of God"), and a thirty (30) minute continuous duty-free lunch period. All teachers shall be in their classrooms fifteen (15) minutes prior to the commencement of the regular school day and fifteen (15) minutes at the conclusion of the regular school day. Entry time into the classrooms for students shall commence fifteen (15) minutes after teachers are scheduled to be in their classrooms. The Board of Education may schedule enrichment classes within the school day. If regularly scheduled enrichment time is missed because of the absence of a librarian, elementary physical education, art, or vocal music teacher, the regular classroom teacher, whose enrichment class was missed and who taught during the time period usually taught by the absent enrichment teacher, shall be compensated for the amount of time according to the established rate (as stated in Article II). Enrichment grades will be placed on report cards by enrichment staff. Request for report cards must be made 24 hours in advance of the requested date. If report cards are not in the building, a list of grades will be given for the classroom teacher to place on the report cards. **Should electronic report cards be adopted by the district, alternative procedures for posting report cards may be necessary.** In the event of an elementary principal's absence, due to school business or illness, a designated teacher will be available to serve as a stand-in for emergencies.
- C. The daily time schedule for Middle School teachers shall be (7) hours and twenty-three (23) minutes. This schedule shall include five (5) class periods, one (1) team duty period for all teachers, one (1) preparation period consistent with the length of regularly scheduled class periods, one (1) advisory/channel one period, and a thirty (30) minute continuous duty-free lunch period. All teachers shall be in their classrooms fifteen (15) minutes prior to the commencement of the regular school day and fifteen (15) minutes at the conclusion of the regular school day for consultation with students.
- D. The daily time schedule for senior high school teachers shall be (7) hours and thirty (30) minutes. This schedule shall include a duty free preparation period, consistent with the length of regularly scheduled class periods, modified for purpose of block scheduling, five (5) class periods, and a thirty (30) minute, duty-free lunch period. All teachers shall be in their classrooms fifteen (15) minutes prior to the commencement of the regular school day and fifteen (15) minutes at the conclusion of the regular school day for consultation with students.
- E. Variations in the length of class periods, at the secondary levels, shall be limited to eight (8) minutes. In the event Channel One programming is implemented at Lincoln Senior High School, one class period shall be increased by fifteen (15) minutes with all teachers assigned to view the Channel One program.

ARTICLE VI

SCHOOL FACILITIES:

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

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

ARTICLE VII (continued)

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

ARTICLE VII (continued)

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

The following procedures shall be observed by the Board:

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

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

ARTICLE VIII

ASSIGNMENT OF NON-TEACHING DUTIES

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

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

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

ARTICLE X

DISCIPLINE

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

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

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

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

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

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

ARTICLE XII

GRIEVANCE PROCEDURE

I. DEFINITIONS

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

II. PROCEDURES

Step 1:

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

Step 2:

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

Step 3:

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

Step 4:

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

III. PRINCIPLES

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

ARTICLE XIII

PROFESSIONAL PERSONNEL ACTIVITIES

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

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

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

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

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

ARTICLE XIV (continued)

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

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

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

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

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

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

ARTICLE XVI

SCHOOL CALENDAR

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

JULY

Mon	Tues	Wed	Thur	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

AUGUST

Mon	Tues	Wed	Thur	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

SEPTEMBER

Mon	Tues	Wed	Thur	Fri
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER

Mon	Tues	Wed	Thur	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER

Mon	Tues	Wed	Thur	Fri
	1	2	3	
6	8	9	10	
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DECEMBER

Mon	Tues	Wed	Thur	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JANUARY

Mon	Tues	Wed	Thur	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

FEBRUARY

Mon	Tues	Wed	Thur	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

MARCH

Mon	Tues	Wed	Thur	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

APRIL

Mon	Tues	Wed	Thur	Fri
2	3	4		
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

MAY

Mon	Tues	Wed	Thur	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

JUNE

Mon	Tues	Wed	Thur	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Month	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Students	0	19	22	20	16	20	15	22	15	22	8	179
Teachers	2	19	22	20	16	21	15	22	15	22	9	183

A PROFESSIONAL PROFILE

- I. The primary obligation of the teaching profession is to guide children, youth, and adults in the pursuit of knowledge and skills; to prepare them to become useful citizens.
 - A. The teacher shall be aware that the child is the primary reason for the school's existence.
 - B. The teacher must recognize the individual differences among students and seek to meet their individual needs.
 - C. The teacher shall aid students in developing an understanding and appreciation not only of the opportunities and benefits of democracy, but also of their obligations to it.
 - D. The teacher shall develop a classroom climate which provides maximum learning opportunities for each student.
 - E. The teacher shall attempt to be patient, understanding, open minded, and sympathetic in relationships with pupils.
 - F. The teacher shall avoid ridicule and sarcasm in his/her communication with students. He/she shall respect students as human beings.
 - G. The teacher shall utilize available school-supplied media in order to provide learning activities which tend to stimulate student interest and achievement.
 - H. The teacher shall organize his/her classroom and materials in such a way that instructional time is fully utilized.
 - I. The teacher shall assume responsibility for the direct supervision of his/her assigned classes.
- II. The members of the teaching profession share with parents the responsibility for encouraging each student's progress toward socially acceptable ends.
 - A. The teacher shall respect the basic responsibility of parents for their children.
 - B. The teacher shall reinforce the student's confidence in his/her own home and avoid disparaging remarks which might undermine that confidence.
 - C. The teacher shall provide parents with information and suggestions regarding the intellectual, social, and emotional development of their children.
 - D. The teacher shall constantly appraise the results of his/her efforts, through student achievement, and seek improvement in accordance with the educational philosophy of the Van Dyke Public Schools.

Professional Profile (continued)

- V. The teaching profession is distinguished from other occupations by the uniqueness and quality of professional relationships among all teachers. Community support and respect are influenced by the standards of teachers and their attitudes toward teaching and other teachers.
- A. The teacher's attitude in relationship to his/her co-workers should be characterized by a spirit of cooperation.
 - B. The teacher shall contribute to instructional improvement by serving on curriculum and curriculum-related committees.
 - C. The teacher shall strive for excellence in teaching.
 - D. The teacher shall conduct himself/herself in a manner which enhances respect and regard for the school, the teaching profession, and the community.
 - E. The teacher shall constantly strive for continued professional growth.
 - F. Teachers shall avoid making irresponsible criticism of other teachers.
 - G. The teacher shall abide by and cooperate with all administrative decisions or directions within the framework of the existing Master Agreement.
 - H. The teacher shall follow the existing curriculum, devoting the time necessary to adequately cover all required subjects of study.
 - I. The teacher shall use release time in an effort to improve the quality of education and the effectiveness of the teacher.