

2009 - 2011

COLLECTIVE BARGAINING AGREEMENT

between

THE VAN DYKE BOARD OF EDUCATION

and the

VAN DYKE ADMINISTRATIVE COUNCIL

**VAN DYKE PUBLIC SCHOOLS
Warren, Michigan**

BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

- A. Both parties to this Agreement recognize that because of limitations which apply, and for sound business practices in the operation of the schools, the Board has the responsibility of limiting expenditures to reasonable anticipated revenues.
- B. The Board and the Administrative Council agree that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in respect to the execution of their professional duties and responsibilities.
 2. To hire all employees, and subject to the provisions of the law and this Agreement to determine their qualifications and the conditions of their continued employment or their dismissal or demotion and to promote and transfer all such employees.
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To determine the appropriate means and methods of instruction, the adoption of textbooks, the determination of funds available, and procedures for the selection and purchasing of materials, supplies and equipment.
 5. To determine class schedules, non-teaching activities, hours of instruction, and duties, responsibilities, and assignments of administrators with respect thereto, and the terms and conditions of employment, as modified by this Agreement.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment of discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution of the United States.
- D. The Board reserves to itself the prerogative of creating new administrative positions and such prerogative shall include establishing qualifications, rates of pay, wages, hours of employment or other conditions of employment for any new positions which would be within the Council. The Superintendent will inform the Council of any new position within the Council at least one month prior to the Board taking action creating the new position. It is understood that the Council may make recommendations to the Superintendent regarding this new position.

1. It is recognized the Board will have the right to change the duties of Council members during the life of this Agreement.
 2. If the change involves a substantial increase in administrative duties, or involves assuming promotional duties, salary adjustments will be considered.
- E. The Board will be responsible for the typing, printing, preparation of sufficient copies of this Agreement for distribution by the council to each of its members.

DEFINITION OF ADMINISTRATIVE BARGAINING UNIT, RIGHTS AND RESPONSIBILITIES:

For the purposes of this Agreement, administrators shall include all building level supervisory personnel carrying out the policies of the district, including principals and assistant principals.

Experience as an administrator shall only accrue in a person's present assignment and his/her previous administrative assignment with the Van Dyke Schools provided that administrators will continue to accrue seniority as teachers while they are serving in their respective administrative capacity as long as the administrator's name is on the teacher's seniority list.

Administrators shall receive individual contracts of employment which shall specify a term of employment of not less than one (1) year, which the Board in its discretion may choose not to renew for a subsequent term upon proper notice prior to the termination date of the individual contract of employment as prescribed by law.

All administrators' individual contracts of employment shall be made expressly subject to all the terms of this Agreement, and in the event that the terms of such individual contracts of employment shall conflict with the terms and provisions of this Agreement, this Agreement shall supersede the provisions of the individual contract of employment and be controlling in all matters.

Such individual contracts of employment shall expressly deny the granting of tenure in the administrative capacity.

Furthermore, no provision of this Agreement shall be construed to grant tenure in an administrative capacity, and it is hereby expressly provided that no administrator, who has not previously been awarded tenure, shall acquire or be granted tenure in his/her administrative capacity.

Administrators shall be responsible for evaluating their building employees on an annual basis to be completed no later than the teacher's last instructional day of each school year. Evaluations will be submitted to the Personnel Office no later than the administrator's last day of the school year. Probationary certificated employees are to be evaluated at least three (3) times during each probationary year. Their final evaluation should be turned in to the Personnel Office no later than the last working day of March during each probationary year.

AGREEMENT

1. Hospitalization and prescription coverage to coincide with that of the Professional Personnel of Van Dyke. Exceptions to this:
 - A. The Board shall assume the cost of a Preferred Prescription Drug Program (\$5.00 generic/\$10.00 brand) with MOPD2X Rider. Effective October 1, 2006 Blue Cross/Blue Shield prescription rider, RX902X, is added which provides for a 90 day supply of maintenance drugs at participating pharmacies for the cost of two (2) co-payments.
 - B. The drug co-pay will be \$10.00/\$20.00 beginning October 1, 2006.
 - C. Birth control rider – PD-CM and PCD.
 - D. The prescription drug carrier will be changed to the most cost effective carrier as determined by the district.
 - E. DAW Penalty. However, there will be no penalty provided the brand name drug is medically necessary, and it is properly documented that the employee cannot use the generic brand.
 - F. The co-pay for an Urgent Care visit is \$50.00 and the co-pay for an Emergency Room visit is \$100.00 (waived if admitted).
 - G. **The Board shall assume the full cost for Blue Cross/Blue Shield Community Blue PPO2 (\$100/\$200 deductible; 10% co-insurance; \$500/\$1,000 maximum)**

In addition, administrators retiring after July 1, 2003 will not receive the \$12.00 per month payment made for MPSERS health insurance. For the administrators who do not elect BC/BS health and prescription coverage, a subsidy in the amount of \$1,500.00 will be paid annually in December. If more than 20% of the Administrative Council members elect to not take these benefits, the subsidy will be \$2,000.00.

2. Dental and Optical insurance provided by the Board of Education to coincide with that of the Professional Personnel of Van Dyke.
3. Term Life Insurance to the amount of \$75,000 including a \$75,000 ADB policy.
4. Full cost of \$250,000/\$1,000,000 liability insurance.
5. Full participation in the system-wide sick bank for certified employees.
6. Sick Leave Days and Personal Business Days:
 - a. Sick leave days and personal business days shall be granted according to the following schedule:

Sick leave days

42 week year	9.0 days
43 week year	9.5 days
44 week year	9.5 days
45 week year	10.0 days
46 week year	10.5 days
48 week year	10.5 days

Five (5) personal business days per year for all members.

- b. Exceptions to the leave benefit provided to the PPVD – bereavement leave must be taken within fourteen (14) days of funeral.
- c. Upon proof of retirement, under the provisions of the Michigan Public School Employee's Retirement Fund, one-half (1/2) of the certified employee's current daily rate of pay, earned by him/her, shall be granted to him/her for each day accumulated in his/her sick bank at the beginning of the school year.

Upon termination of Administrative Council members 55 and older, all severance money (sick day and early retirement incentive) must be placed in a 403B plan. This provision is effective May 1, 2003.

- d. In the event of death during employment period, all of a certified employee's current daily rate of pay, earned by him/her, shall be granted to his/her designated heir(s) for each day accumulated in his/her personal sick bank.
- e. Bereavement leaves, and all other leaves of absence are to coincide with that granted to the Professional Personnel of Van Dyke.
- f. All members of the bargaining unit shall -- effective with the 90/91 school year -- be paid annually, one-half (1/2) of their daily rate of pay for each sick leave day accumulated, that year, beyond one hundred (100) days. All days accumulated in excess of 100 prior to 7/1/90 shall be available to be used as sick days whenever annual leave days are exhausted, or employees shall receive a payoff as provided in this agreement.

7. Rescheduled Days:

Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by city, county or state health authorities will 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 administrators' work year will be extended a like amount of days and they will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

8. Tuition:

The Board of Education agrees to pay tuition costs for successful completion of university course work required by the State of Michigan for maintaining a valid Michigan School Administration Certificate.

9. Mileage:

Administrators who are required to drive their private vehicle on approved school business shall be compensated at the maximum non-taxable rate per mile as published by the Internal Revenue Service and subject to all governing regulations of the Internal Revenue Service. All mileage is to be documented and submitted at the end of each semester.

10. Retirement:

Early retirement benefits shall be identical to that offered to the Professional Personnel of Van Dyke.

11. Length of administrator's work year defined below:

- 42 weeks for Elementary Principals (196)
- 44 weeks for Middle School Principal (206)
- 44 weeks for Middle School Assistant Principal (204)
- 45 weeks for Senior High School Assistant Principal (209)
- 46 weeks for Senior High School Principal (216)
- 48 weeks for Special Education Director (220)

12. Each new administrator in the bargaining unit, employed by the Van Dyke Public Schools, in an administrative or supervisory capacity, shall be compensated at a rate not less than the first step of the salary schedule applicable to that position.

13. Administrative longevity to be commensurate with Professional Personnel of Van Dyke service increment over a three- (3) year period. Administrators hired from outside the district shall be credited with five years service for previous educational experience.

14. In the event of a reduction in staff, the member with the least seniority will be laid off. Necessary reductions of administrative personnel shall mean the administrator so affected may be reassigned to a teaching position for which he/she is certified and highly qualified as defined by No Child Left Behind (NCLB), unless he/she becomes eligible for reassignment to another administrative position. An administrator returned to the classroom will receive full credit for all Van Dyke experience and be so placed on the teacher schedule provided the administrator's name is on the teacher's seniority list. Any administrator so affected will receive the maximum allowable credit for outside experience in accordance with the Professional Personnel of Van Dyke contract, and be so placed on the teacher salary schedule. Reassignment shall not contravene the administrator's rights to his/her contractual salary for the period of his/her current contract.

The Professional Personnel of Van Dyke bargaining unit seniority possessed by an administrator employed by the Board shall be that provided and described within the then effective collective bargaining agreement between the Board and the Professional Personnel of Van Dyke. However, the rights possessed by an administrator pursuant to the Teachers' Tenure Act, including the favored status of a tenured teacher over a probationary teacher to fill a teaching position for which the tenured teacher is certified and qualified, regardless of bargaining unit seniority, shall be fully recognized and implemented by the Board.

15. Long-term disability insurance will be provided to any members who have less than ten- (10) year's credit in the State Retirement System (MPSERS).

16. Administrative Performance Appraisal:

The performance of all principals is evaluated on the basis of the categories listed below. Other categories may become part of the evaluation at the suggestion of the principal or super-ordinates.

- Supervision of instruction
- Professional employee relations
- Relations with non-professional personnel
- Promoting cognitive, social and cultural growth of students
- Involvement in total school program
- Personalizing relationship with students
- Building appearance
- Business management function
- Support services function
- Communicating with parents and other citizens
- Active support of school system policies, programs and procedures
- Development of individual tasks and task attainment
- Involvement in curriculum development
- Professional growth

In addition, administrators will be asked to set **three (3) or more** goals for each school year according to the following schedule:

<u>EVENT</u>	<u>DATE</u>
1. Development of personal tasks	August, September
2. Conference with immediate super-ordinate for purpose of task agreement and certification	October
3. Winter conference with immediate super-ordinate to discuss task progress	February
4. Written report of achievements	by May 15
5. Spring conference with super-ordinate or Superintendent to discuss task attainment	Early May/ June
6. Final written evaluation from Superintendent or super-ordinate	no later than July 31
7. Beginning of new evaluation year	August 1

17. To encourage Administrative Council members to remain abreast of current developments in education, the Board of Education agrees to reimburse each administrator (100%) for expenses for professional membership, professional reading materials and/or workshops up

to a maximum of \$500 per year. Receipts must be provided for payment at the end of each semester.

- 18.** Vacation days are to be used during the year within which they are earned. The administrator will not be entitled to any payment for unused vacation days.
- 19.** The Board of Education will pay the administrative certification renewal fee.
- 20.** In the event the PPVD contract includes a settlement superior to this one, we will reopen this contract for negotiations.
- 21.** With respect to No Child Left Behind and Education Yes!, should a building, or sub-group, not make Adequate Yearly Progress (AYP) the administrator will remain employed in an administrative capacity without penalty to wages and benefits.
- 22.** The Board will cover the annual fingerprinting cost for all administrators required to have this done per SACC licensing regulations.
- 23.** The Board will cover the one time cost to fingerprint all current Administrative Council members.
- 24.** Each member of the Administrative Council will be provided a lap top in lieu of a desk top computer.

"In accordance with the provision of P.A. 162 of 1986 (MCL 380.1246), said administrator shall at all times possess a valid Michigan School Administrator Certificate issued by the State Board of Education."

Schedule C

ADMINISTRATIVE SALARY SCHEDULE (As of July 1, 2009)

Position	1	2	3	4	5
Senior High School Principal	94,276	100,779	107,281	112,971	117,211
Middle School Principal	91,561	96,314	101,071	105,828	110,565
Senior High School Assistant Principal	92,908	96,426	99,953	103,637	107,255
Senior High School Assistant Principal/ School Improvement Facilitator	92,908	96,426	99,953	103,637	107,255
Elementary School Principal	91,607	94,335	97,314	100,288	103,476
Middle School Assistant Principal	90,662	94,097	97,538	101,133	104,665

This agreement is effective as of July 1, 2009 and remains in full force and effect until June 30, 2011.

**Revised
08/11/10**

CERTIFICATION OF AGREEMENT

The parties below hereby certify the validity of the **2009 – 2011** Master Agreement between the Van Dyke Administrative Council and the Van Dyke Board of Education.

VAN DYKE ADMINISTRATIVE COUNCIL

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VAN DYKE ADMINISTRATIVE COUNCIL

KATHLEEN SPAULDING, SUPERINTENDENT
VAN DYKE PUBLIC SCHOOLS

VAN DYKE BOARD OF EDUCATION

VAN DYKE BOARD OF EDUCATION

DATE

01/04