

2015 - 2017

MASTER AGREEMENT

between

THE BOARD OF EDUCATION OF THE VAN DYKE PUBLIC SCHOOLS

and

THE PROFESSIONAL PERSONNEL OF VAN DYKE

Agreement made this 17th day of November, 2015, 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, 2015 and shall continue in effect until June 30, 2017.

The parties agree as follows:

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - RECOGNITION, DEFINITIONS, STRIKE PROHIBITION, DUES, NEGOTIATIONS.....	1
A. Recognition.....	1
B. Definitions.....	1
C. Strike Prohibition.....	2
D. Dues.....	2
E. Negotiations.....	2
F. Consortium Agreement.....	2
G. No Child Left Behind Compliance.....	3
ARTICLE II - SCHEDULE A - SALARY.....	4
FRINGE BENEFITS.....	6
PAYMENT SCHEDULE.....	12
NOTIFICATION FOR PAYMENT OF GRADUATE HOURS.....	12
ARTICLE III - SICK LEAVE, PERSONAL BUSINESS DAYS, SYSTEM-WIDE SICK BANK,.....	13
BEREAVEMENT LEAVE, JURY DUTY AND COURT APPEARANCE.....	13
ARTICLE IV - LEAVES OF ABSENCE.....	16
ARTICLE V - TEACHING PERIODS.....	21
ARTICLE VI - SCHOOL FACILITIES.....	24
ARTICLE VII - ASSIGNMENTS.....	25
ARTICLE VIII - CLASS SIZE LIMITATION.....	26
ARTICLE IX - DISCIPLINE.....	27
ARTICLE X - MEETINGS ON POLICY MATTERS.....	28
ARTICLE XI - GRIEVANCE PROCEDURE.....	29
ARTICLE XII - PROFESSIONAL PERSONNEL ACTIVITIES.....	31
ARTICLE XIII - TEACHER RESPONSIBILITY.....	32
ARTICLE XIV - RESERVATION OF RIGHTS AND POWERS OF THE BOARD AND THE PROFESSIONAL PERSONNEL.....	34
ARTICLE XV - SCHOOL CALENDAR.....	35
ARTICLE XVI - GENERAL.....	36
MEMORANDUM AGREEMENT.....	37

ARTICLE I

RECOGNITION, DEFINITIONS, STRIKE PROHIBITION, DUES, NEGOTIATIONS

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

Teacher qualifications shall include the following:

- (1) Teachers must possess state issued and appropriate certification and be highly qualified as defined by the Federal No Child Left Behind Act (NCLB).

ARTICLE I (Continued)

- (2) The qualifications under section (1) include the following:
- a. Elementary teachers must have K-8 or K-12 certification and be highly qualified as defined by NCLB.
 - b. Middle School teachers must be certified K-8, 7-12 or K-12 and be highly qualified as defined by NCLB.
 - c. Senior high teachers must be certified 7-12 or K-12 and must have earned the minimum credit hours required for accreditation by the North Central Association and be highly qualified as defined by NCLB.
 - d. Qualifications for K-12 special education will also be defined as having a major or minor in special education with the State endorsement/approval and/or licensure as mandated by law in the area assigned and be highly qualified as defined by NCLB.
- (3) If the Board wishes to use a bargaining member in a capacity in which they would not be qualified under subsections (1) and (2), such will be done only after meeting with the President of the Professional Personnel and the assignment will involve only a minor portion of the teacher's work day.

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

D. **Dues:** See paragraph A of separate Union Security Agreement dated March 26, 2013.

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.

F. **Consortium Agreement:**

The parties acknowledge the existence of the Southwest Macomb Area Vocational Consortium, which provides vocational and technical education consortium programs at Center Line High School, Fitzgerald High School, Warren Woods Tower High School and Lincoln High School.

- (1) In consideration of the agreement above, the Union agrees not to seek to represent or otherwise challenge or interfere with the bargaining unit covered by their respective bargaining agreement or seek to represent individuals in said unit, except to the extent authorized by

ARTICLE I (Continued)

law.

- (2) The parties agree that any grievance or dispute related to this agreement which cannot be resolved by the parties shall be submitted by either party to binding arbitration in accordance with Article XII of the Contract.

G. No Child Left Behind Compliance:

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

ARTICLE II - SCHEDULE A - SALARY

PROPOSED SALARY SCHEDULE (A)				
Step	BA	MA	SP	DR (grandfathered) *
0	37,500	40,125	42,533	
1	38,625	41,329	43,809	
2	39,784	42,569	45,123	
3	40,978	43,846	46,477	
4	42,207	45,161	47,871	
5	43,473	46,516	49,307	
6	44,777	47,911	50,786	
7	46,120	49,348	52,310	
8	47,504	50,828	53,879	
9	48,929	52,353	55,495	
10	50,397	53,924	57,160	
11	51,909	55,542	58,875	
12	53,466	57,208	60,641	
13	55,070	58,924	62,460	
14	56,722	60,692	64,334	
15	58,424	62,513	66,264	
16	60,177	64,388	68,252	
17	61,982	66,320	70,300	
18	63,841	68,310	72,409	
19	65,756	70,359	74,581	
20	67,729	72,470	76,818	80,659

*Grandfathering accounts for only those being paid on the doctorate level during or prior to the 2014-15 school year.

For 2015-16, all bargaining unit members will be moved to the step nearest to their current salary in an upward direction. Those individuals hired during the 2011-12

Article II (Continued)

school year or before and not at the top step after moving to the new schedule will be moved up two steps. Employees hired before June 30, 2015, who do not otherwise receive a step and for whom movement to the new schedule results in an increase of salary of less than \$1,000 will also move one step on the new schedule.

For 2016-17, bargaining unit members will move one step unless member is already at the top step.

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

- (1) Educational Specialist degree
- (2) Second Master's degree;
- (3) Master's degree plus thirty (30) graduate semester hours in teaching area beyond Master's; or
- (4) Thirty (30) semester hours on a Board approved doctoral program (assuming the individual already has a master's degree).

It is understood that all hours submitted for qualification for payment under this provision shall have been graded "B" or better. The ratio of term hours to semester hours is three to two.

Longevity

Teachers will be paid an additional \$305 beginning at their 10th, 12th, 15th, and 20th years of employment.

Beginning in the 2015-16 school year, teachers already receiving longevity will be held harmless but otherwise moved onto the new longevity schedule.

- Thus, if a teacher received the full \$1215 for the 2014-15 school year, they will continue to do so even if they have less than 20 years.
- Teachers in their 20th year or above will be moved from \$1215 to \$1220.
- There is currently 1 teacher receiving \$405 and between their 12th and 13th year. By way of example, that teacher would be paid \$610 in longevity because they are past year 12 and would move to \$915 beginning on year 15.
- Similarly, there are currently 5 teachers receiving \$810. Those teachers would either remain at \$810 or move to \$915 depending on where they are on their years of service.

Extra Duty

1. A teacher who must give up his/her preparation period or duty free lunch period, in an emergency, shall be compensated for each occurrence at the rate of \$22.00 for periods less than forty (40) minute, \$24.00 for periods of forty (40) minutes to fifty-nine (59) minutes, and \$32.00 for periods of sixty (60) minutes or more. In the event blocking is discontinued, the language regarding sixty (60) minute periods will be voided. The president of the Professional Personnel shall not be subject to the provisions of this paragraph.

Article II (Continued)

2. Teachers who perform non-teaching duties (such as taking tickets at sporting events) 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. Principals will 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.

Middle school and senior high volleyball and basketball games will be treated as separate events when they occur on the same night, and will be compensated at the rate of \$20.00 per game. Teachers attending and supervising at elementary winter and spring musical programs will be paid \$40.00 per program.

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

3. Teachers who teach an extra class, thereby giving up a 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.
4. Teachers working cafeteria duty will be paid \$22.00 for periods less than 40 minutes and \$24.00 for periods of 40 minutes or more.

FRINGE BENEFITS

5. The Board shall provide Blue Cross/Blue Shield Community Blue PP012 (\$1,000/\$2,000 deductible; no co-insurance) with the following Riders: 1) XVA2, (2) CBMHP, (3) CBPCM, (4) PD-CM and PCD for all teachers and their dependents. The prescription carrier will also be Blue Cross/Blue Shield. PPVD members must utilize the 90 day prescription riders. The prescription drug co-pay is \$10/\$40.

The School District will pay all medical plan costs up to, but not greater than, the full allowable employer's share under section 3 or 4 (as selected by the School District) of the publicly funded health insurance contribution act, MCL 15.564 (i.e., 80/20 versus hard cap). All medical benefit plan costs over the allowable employer's share must be paid by the individual bargaining unit member. PPVD members will pay their portion of the illustrative rate through payroll deduction on a before tax basis, as allowed by law, over 24 periods. PPVD member contributions to benefit coverage will commence with the third pay of each contract year.

Co-pays and coverages for medical and prescription coverage are more fully explained in the Benefits at a Glance (BAAG) found on the District's website at: <http://www.vdps.net/transparency-reporting/>

Note: If your prescription is filled by any type of in-network pharmacy, and you request the brand-name drug when a generic equivalent is available on the BCBSM MAC list and the prescriber has not indicated "Dispensed as Written" (DAW) on the prescription, you must pay the difference in cost between the brand-name drug dispensed and the maximum allowable cost for the generic plus the applicable copay/coinsurance.

Article II (Continued)

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

(A) 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 during the open enrollment period.

(2) The number of persons waiving health insurance will be counted the day after the close of the open enrollment period. 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 \$1000 payment for the 2015-16 school year. Additionally, each person waiving health insurance will be entitled to a \$1,000 payment for the 2016-17 school year. The parties agree that after the 2016-17 school year, bargaining unit members are no longer entitled to payment-in-lieu of insurance.

(4) No payments are made to married couples both currently employed by Van Dyke Schools.

(5) Payments will be made no later than the last pay period before the December Holiday.

6. Teachers on approved leaves of absence shall receive medical coverage during the months of July and August, providing they complete the school year and request for a leave is made sixty (60) days prior to the end of the school year.

7. The School District will provide all bargaining unit members and their dependents dental insurance at the amounts and levels as indicated in the Benefits-At-A-Glance (BAAG), and pay 80% of premium costs. The BAAG is available on the School District's website under transparency reporting at <http://www.vdps.net/transparency-reporting/>.

8. The School District will provide all bargaining unit members and their dependents optical insurance at the amounts and levels as indicated in the BAAG, and pay 80% of premium costs. The BAAG is available on the School District's website under transparency reporting at <http://www.vdps.net/transparency-reporting/>.

9. The Board shall assume the full cost of premiums for a \$40,000 term life insurance policy, including a \$20,000 A.D.B. policy, for all teachers.

Article II (Continued)

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

Article II (Continued)

Schedule B - SUPPLEMENTAL CONTRACTS

SENIOR HIGH SCHOOL:

<u>Assignment</u>	<u>Amount</u>
Head Varsity Football (1)	\$5,000
Asst. Varsity Football (2)	\$3,000
Head JV Football (1)	\$3,000
Asst. JV Football (1)	\$3,000
9th Grade Football (1)	\$2,500
9th Grade Asst. Football (1)	\$2,500
Boys Varsity Basketball (1)	\$5,000
Boys JV Basketball (1)	\$3,000
Boys 9th Grade Basketball (1)	\$2,500
Girls Varsity Basketball (1)	\$5,000
Girls JV Basketball (1)	\$3,000
Girls 9th Grade Basketball (1)	\$2,500
Varsity Baseball (1)	\$4,000
JV Baseball (1)	\$2,800
Varsity Softball (1)	\$4,000
JV Softball (1)	\$2,800
Varsity Wrestling (1)	\$5,000
Asst. Wrestling (1)	\$3,000
Varsity Track (1)	\$4,000
Assistant Track (2)	\$3,000
Cross Country (1)	\$3,000
Varsity Girls' Swimming (1)	\$4,000
Varsity Boys Swimming (1)	\$4,000
Varsity Volleyball (1)	\$4,000
JV Volleyball (1)	\$2,800
Varsity Cheerleader Sponsor (1)	\$2,000 per season
7/8 Athletic Director (1)	\$3,000
Varsity Bowling (1)	\$3,000
Varsity Soccer (1)	\$3,000

MIDDLE SCHOOL:

<u>Assignment</u>	<u>Amount</u>
8th Grade Football (1)	\$2,000
7th Grade Football (1)	\$2,000
7th/8th Grade Football (1) (based on participation)	\$2,000
Boys 8th Grade Basketball (1)	\$2,000
Boys 7th Grade Basketball (1)	\$2,000
Girls 8th Grade Basketball (1)	\$2,000
Girls 7th Grade Basketball (1)	\$2,000
7/8 Grade Baseball (1)	\$1,500
7/8 Grade Softball (1)	\$1,500
7/8 Wrestling (1)	\$2,000
7/8 Track (1)	\$2,000
7/8 Assistant Track (2)	\$1,000
7/8 Athletic Director	\$3,000
7th Grade Volleyball (1)	\$2,000
8th Grade Volleyball (1)	\$2,000
Student Athletic Assoc. (3) (1 per grade level) intramurals & activities)	\$1,500

Article II (Continued)

High School Band Director (1)	\$3,000	M.S. Band Director (1)	\$2,500
High School Choral Director (1)	\$2,000	M.S. Choral Director (1)	\$1,000
High School Play Two plays Director (1) (PER PLAY)	\$1,500	7/8 Cheerleader (1)	\$1,000
Stagecrafts (1) (PER PLAY)	\$ 750		
Choreographer (1) (PER PLAY)	\$ 750		
Music Dir.-Plays (1) (PER PLAY)	\$1,000		
Student Council (1) (ONE SPONSOR)	\$2,000	Student Council (1) (ONE SPONSOR)	\$2,000

Article II (Continued)

SUPPLEMENTAL CONTRACTS

SENIOR HIGH SCHOOL:		MIDDLE SCHOOL:	
<u>Assignment</u>	<u>Amount</u>	<u>Assignment</u>	<u>Amount</u>
Freshman Class Sponsor (1)	\$ 175	Team Leader (7)	\$ 1,000
Sophomore Class Sponsor (1)	175	Journalism/Yearbook (1)	500
Junior Class Sponsor (1)	175	National Jr Honor Society (1)	500
National Honor Society (1)	500		
Senior Class Sponsor (1)	300		
SADD (1)	300		
Yearbook Sponsor (1)	1,000		
D.E.C.C.A. Sponsor (1)	500		
Business Prof. Assoc. Sponsor (1)	500		
Gay/Straight Alliance Sponsor			
Department Chair (6)	3,000		
(Science; Math; English; Social Studies; Special Education; VPAA)			

Counselors will be compensated on a per diem basis up to a maximum of four (4) workdays between the end of the current school year and the inception of the following school year. Additional days with compensation may be granted when needed and upon the request of a counselor. The granting of days beyond four (4) is at the sole discretion of the District.

ELEMENTARY SCHOOLS:

<u>Assignment</u>	<u>Amount</u>
Safety Patrol (1 SPONSOR)	\$1,250
Student Council (1 SPONSOR)	\$1,250
Service Squad (1 SPONSOR)	\$1,250

<u>Assignment</u>	<u>Amount</u>
Elem. Music Teacher	\$175 per activity (max of 4 per year)

To be eligible for the Elementary Music Teacher stipend, the teacher must be engaged in (attend and be involved in organizing and directing) content area activities beyond the regularly scheduled work day.

See Article II, Paragraph 12, Page 10 regarding mileage

Article II (Continued)

Each K-12 school building will be given a budget of up to \$2,500.00 with which they will pay team members \$22/hour for any meetings or workshops required outside the regular school day.

The number in the parentheses next to the assignment denotes the number of positions the district will approve for payment. The district has the discretion to determine which supplemental assignments will be filled.

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.

ARTICLE III

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

- A. **Sick Leave:** Sick leave shall accumulate in a personal bank for each teacher at the rate of eight (8) days per year with a limit of seventy-five (75) days. Sick leave days shall be granted for and limited to non work related physical disability or illness. Any illness resulting in the teacher missing ten (10) or more consecutive work days shall be documented by a licensed physician's written statement. Ensuing reports shall be filed with the district every two (2) weeks for the duration of the disability. Should there be a question regarding the use of sick days after missing twenty-five (25) or more consecutive work the teacher may be required to submit to an examination by a physician selected by the District. The examination will be limited to the employee's ability to fulfill their employment obligations. The District will pay for all costs associated with that examination.

Teacher absences, because of illness, are to be reported to AESOP by 6:00 a.m. on the day of the absence. If an emergency occurs after 6:00 am the teacher is expected to contact the building administrator and report the absence to AESOP.

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

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

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

- 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. 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 to

ARTICLE III (Continued)

extend a vacation. Misuse of personal business days (as defined within this paragraph) shall be treated as violations of the Master Agreement and will result in loss of pay for the day(s) so used.

- C. **System-Wide Sick Bank:** A system-wide sick bank shall be established from which members of the bargaining unit and members of the administration may obtain additional paid sick leave.

Membership

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

Funding

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

Withdrawal

- (1) Withdrawal shall be made only upon depletion of personal sick leave days. Application for withdrawal shall be made, in writing, seven (7) days before the expiration of the teacher's personal sick leave days. Such application shall include a statement from a licensed physician verifying the extent of the illness or disability.
- (2) Date of withdrawal shall be immediately after depletion of personal sick leave days for members whose accrued personal sick leave amount to thirty-nine (39) days at the inception of the illness which depleted their sick leave.
- (3) For others, withdrawal shall be delayed beyond the depletion of personal sick leave by the difference between accrued sick leave and thirty-nine (39) days. These thirty-nine (39) days must be consecutive.
- (4) Maximum withdrawal shall be the number of work days in a school year for each occasion. Withdrawal shall be made in only full or half days.
- (5) Personnel using sick bank days shall be required to submit a medical report from a licensed physician every two (2) weeks detailing the current extent of the illness or physical disability, resulting from accidental injury, indicating the approximate time the teacher must refrain from working. Should there be a question regarding the use of

ARTICLE III (Continued)

sick bank days, the member may be required to submit to an examination by a physician mutually agreed upon by the Board and the Professional Personnel.

- (6) Sick bank days may only be used for absences resulting from and limited to illness or physical disability resulting from accidental injury.
- (7) It is understood that if a member returns to work and is subsequently absent because of the same illness or injury within three (3) years, the days of absence shall be considered to have been consecutive. At the expiration of the member's allowable withdrawal, the member shall either apply for a leave of absence for ill health or for total disability retirement under the provisions of the Michigan Public School Employees' Retirement System. Should the member fail to return at the beginning of a school year, personal sick days shall not be granted until his/her return and then on a pro rata basis.
- (8) A teacher seeking to return from an extended leave as described herein shall notify the superintendent of his/her intended return by March 1 prior to the start of the school year in which he/she intends to return. Said teacher shall provide medical certification by a physician, approved by the Board of Education, of his/her physical or mental ability to fill such position.
- (9) As of March 15 of the current year, the superintendent shall convey to the President of the Professional Personnel a written statement of the number of days withdrawn and additional days funded on an individual basis since the previous March 15.

D. **Bereavement Leave:** Up to five (5) days off without loss of pay per incident will be granted for the attendance of the funeral or associated activities, or bereavement of a family member. Family member shall be defined as a member's father, mother, spouse, parent of spouse, brother, sister, grandparent, child, or grandchild, and/or the member's current step mother, step father, step child, brother-in-law, or sister-in-law. One (1) day off without loss of pay per incident may be granted for the attendance of a funeral for a former step brother, step sister, step grandparent, or step grandchild. The days must be taken within thirty (30) days of the date of the funeral, unless approval is sought and granted from the Superintendent or his or her designee. Approval will not be denied when a reasonable request is made.

E. **Jury Duty and Court Appearance:** A teacher may be absent without loss of compensation or charge of leave days for the following reasons:

- (1) When called for and serving jury duty service.
- (2) For appearance in court under a subpoena or summons issued in a court action related to the teacher's employment in the District or in which the teacher is not a party of interest.

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

ARTICLE IV

LEAVES OF ABSENCE

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

ARTICLE IV (Continued)

following:

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

ARTICLE IV (Continued)

- (1) Payment of salary to a staff member on sabbatical leave will be made in accordance with the provisions of the Board for payment of salary to other members of the professional staff. The employee on leave will be responsible for keeping the business office notified as to his/her address.
 - (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 an equivalent position (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

ARTICLE IV (Continued)

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.

- B. **Other Leaves of Absence:** Upon the request of the teacher, the Board of Education shall grant a leave of absence for reasonable purposes without pay or fringe benefits. Such leaves shall include: long-term maternity leave, child care, further study, adoption of children, elected public office, compelling personal business, travel for educational purposes, professional services, government service, service in professional societies, exchange teaching, and any such other reasons which are not directly and measurably harmful to the Van Dyke Public Schools. Reasonable purposes shall not include employment in another school district or community college in the State of Michigan.

If the teacher is on an approved Family Medical Leave, as defined by the Family Medical Leave Act (FMLA), the teacher is entitled to fringe benefit coverage up to a maximum of twelve (12) weeks. Upon the expiration of the twelve weeks of FMLA leave, a teacher's leave is not automatically converted to a leave of absence under this section. Rather, the teacher must request a leave of absence beyond FMLA leave. In such a circumstance, all of the conditions for a leave of absence under this section apply.

Unless otherwise indicated, the following conditions shall apply to leaves of absence under this section:

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

ARTICLE IV (Continued)

- (8) Thirty days prior to the end of the teacher's leave of absence, the District shall send a letter stating that the leave is expiring and that the teacher must either resign or return to work. The letter shall include the date the leave expires. If the teacher does not return to work or submit a letter of resignation by the end of the leave of absence, that inaction will be considered an affirmative resignation and the Superintendent will send written notification to the teacher that his or her resignation has been accepted. If the teacher believes that the acceptance of the resignation is in violation of this Agreement, he or she may file a grievance pursuant to Article X.

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

ARTICLE V

TEACHING PERIODS

- A. The daily time schedule for elementary teachers shall be seven (7) hours and fifty six (56) 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. Preparation time for elementary teachers will be 255 minutes per week. The minimum block of preparation time for elementary enrichment teachers is 15 minutes. 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). 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. The stand-in teacher will not be used in a building that has two principals or an assistant principal unless such individual(s) is also absent due to illness (or simultaneous school business if both are required to attend by the State) with the principal.
- B. The daily time schedule for Middle School teachers shall be (7) hours and twenty-five (25) minutes. This schedule shall include six (6) class periods and 290 minutes of preparation time. Teachers will have a thirty (30) minute continuous duty-free lunch period. All teachers shall be in their classrooms fifteen (15) minutes prior to the commencement of the regular school day and fifteen (15) minutes at the conclusion of the regular school day for consultation with students.
- C. The daily time schedule for senior high school teachers shall be (7) hours and thirty-two (32) minutes. This schedule shall include a preparation period, consistent with the length of regularly scheduled class periods, modified for purpose of block scheduling, three (3) class periods, and a thirty (30) minute, duty-free lunch period. All teachers shall be in their classrooms fifteen (15) minutes prior to the commencement of the regular school day and fifteen (15) minutes at the conclusion of the regular school day for consultation with students.
- D. (1) Variations in the length of class periods, at the secondary levels, shall be limited to ten (10) minutes.
- (2) Due to Channel One programming, one class period may be increased up to fifteen (15) minutes with all teachers assigned to view Channel One program.
- E. Teachers shall keep Tuesday of each week free, following school, for staff and departmental meetings. It is understood that staff and departmental meetings, due to necessity, may have to extend beyond the limits of the

ARTICLE V (Continued)

normal day; principals, however, shall notify teachers of meetings one (1) week in advance, when possible, and post an agenda for such meetings. When such meetings conflict with the regular monthly Professional Personnel meetings, staff and departmental meetings shall be scheduled on another Tuesday, except in cases of extreme emergency, with mutual approval of the superintendent and the president of the Professional Personnel or his/her designated representative. Meetings will be limited to two (2) staff or departmental meetings held on any Tuesday (except PPVD meeting) per month. One is an actual staff meeting and the second may be used for department, school improvement or professional development. These meetings will be limited to one hour from the time all staff are present and the meeting is able to begin. No staff meeting will be held during the same week as a Family Night. On record days, teacher meetings for building organizational and operational purposes may be scheduled for the beginning of the day. Such meetings shall be limited to the first hour of the day. Only building meetings may be held on record days. Teachers shall not be required to complete the final records until expiration of the records day.

- F. In-building Educational Planning and Placement Committee (IEPC) meetings shall not be scheduled during the teacher's preparation period.
- G. When the professional staff of a building (through mutual consultation among administrators and teachers) deems it appropriate to request released time for in-service training, which is directly connected with the instructional program and which will obviously lead to its improvement, they may submit such request directly to the superintendent for his/her approval. It is understood that his/her approval will be conditional upon the value of such a request to the instructional program within that building and/or District. Furthermore, released time may be approved only within the limits of existing State regulations.
- H. The District shall comply with State and Federal guidelines in the use of designated teachers in subsidized programs as substitutes.
- I. At the elementary level, all students new to the District shall be tested in reading within ten (10) school days following the first date of attendance in the District. The testing will be done according to the building protocol, and will not be the sole responsibility of the student's regular classroom teacher unless mutually agreed upon by the teacher and the building administrator.
- J. Teachers at all levels can leave five (5) minutes after student dismissal on Friday and the day before a holiday.
- K. In addition to regular staff meetings, the parties have agreed that six (6) hours per school year shall be held on regularly scheduled workdays. The purpose of such meetings shall be for work on School Improvement (Public Act 25). These school improvement meetings will be held inside the District at the designated times and dates. A member that has a scheduling conflict with a school improvement meeting should notify their building administrator. The building administrator shall schedule the meeting(s) which will begin fifteen (15) minutes after the students are dismissed. K-5 staff shall be exempt from the six (6) hour provision of this paragraph.
- L. For all purposes under this contract, the term "preparation period" is to refer to work-time within a bargaining unit members' schedule to be used for

ARTICLE V (Continued)

the sole purpose of preparation for their teaching periods. Bargaining unit members should remain on-campus during their preparation period, unless they have received prior approval from their building administrator to leave campus. Bargaining unit members will not be expected to give up their preparation period for additional activities except as set out in this Contract and will then be compensated accordingly. Preparation time may be used for meetings between a teacher and school or District administrator if mutually agreed upon by the teacher and administrator(s).

- M. The instructional day for teachers within a given level (elementary, middle school or high school) shall be uniform unless State regulations or transportation requires adjustments. If a teacher has instructional duties at multiple levels, that teacher's instructional day will be consistent with the level where their assigned day begins.

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

ASSIGNMENTS

- A. 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.
- B. 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.
- C. 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, will notify the president of the Professional Personnel of the employment of any new teacher as soon as reasonably practicable.
- D. 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.
- E. When volunteers are not available, building principals may assign teachers who are on their preparation period to substitute, on a rotational basis.
- F. In recognition of the importance of extracurricular activities in the total school curriculum, it is agreed:
 - (1) Selection of coaches will be based on experience and qualifications.
 - (2) PPVD members will be given priority consideration in selection and placement.
 - (3) All coaching personnel will be evaluated annually by the Athletic Director or his/her administrative designee.

ARTICLE VIII

CLASS SIZE LIMITATION

At the senior high school level, the Board shall make every effort to ensure that the class load for teachers in academic departments shall be an average of 30 students per academic class. Each student above maximum shall remain in the classroom, and the teacher shall be compensated at the rate of \$500.00 for each student on a prorated basis;* or each student above maximum shall be removed from the classroom. Academic departments are defined as English, math, science, social studies, world languages, business, and health education.

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

For the 2015-16 school year, elementary class sizes will be based on (and overages paid) at the 2010-2011 level (26 maximum for grades K-3 and 29 maximum for grades 4-5). Beginning in the 2016-17 school year, elementary class sizes will have the following limitations: 26 student maximum for grades K-3; 32 student maximum for grades 4-5. Split classes--two (2) fewer. Teachers of elementary split classes shall receive an additional \$1,000 as compensation. Teachers will not be required to take split classes in consecutive years. These standards shall be in effect by the student count date.*

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

- (1) Each child above maximum shall be removed from the classroom, by either redistribution or bussing; or
- (2) Each child above maximum shall remain in the classroom, and the teacher shall be compensated at the rate of \$500.00 for each child on a pro rata basis.* Such compensation at grades 6-8 shall be made when the teacher's daily academic class load exceeds an average of 30 students per academic class. Such payment shall be made on a pro rata basis.*

After the student count date, students should not be added to classes which are at or above these maximums unless absolutely necessary. Students will only be added to classes above maximum, at the rate of one (1) student per class, when all classes of the same grade level, throughout the district, are at the maximum.

Mainstreamed special education students who are enrolled in a regular classroom will be counted on a one-to-one basis provided the student spends more than one-half the instructional day in the regular classroom. A mainstreamed special education student who spends less than one-half the instructional day will be counted on a pro rata basis.

* Compensation shall be prorated on the actual number of days the over-sized condition has existed, and will be based on Power School attendance records less any student that was never physically present.

ARTICLE IX

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. 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 student, that teacher will have no contact with the student until an administrative investigation is complete. 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.

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.

Before any complaint made by a parent, student or any person against a teacher in the performance of his/her duties is used as disciplinary action against the teacher, the teacher will be notified about said complaint.

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. 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 X

MEETINGS ON POLICY MATTERS

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

ARTICLE XI

GRIEVANCE PROCEDURE

I. DEFINITIONS

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

II. PROCEDURES

Step 1:

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

Step 2:

If the matter cannot be resolved informally with the immediate supervisor, the Union will present the complaint to the Supervisor who has authority to grant the grievance. Such complaint will be presented in writing no later than ten (10) working days after the Step 1 discussion. The written grievance must identify the specific article(s) and section(s) of this Agreement that the Grievant claims has been violated. 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.

ARTICLE XI (continued)

- 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.

Failure at any step of this procedure to communicate a decision on a grievance, within specified time limits, shall permit lodging an appeal at the next step of this procedure, within the time allotted had the decision been given. Failure to appeal a decision, within specified time limits, shall be deemed an acceptance of the decision and will amount to a complete disposition of the grievance. The time limits in this Article may only be altered by mutual written agreement of the President of the Professional Personnel and the superintendent.

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

ARTICLE XII

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 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 the union's expense. The cost of the additional hour shall be computed at one-sixth of the president's annual compensation, which includes the pro rata MPSERS contribution. This released time shall be in effect on an annual basis. In addition to the president's released time, the Board of Education shall supply substitutes, at its expense, for teachers engaged in official Professional Personnel business up to an aggregate of forty-eight (48) hours per annum. Said released time shall not be used in litigation between the Board of Education and the Professional Personnel

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

ARTICLE XIII

TEACHER RESPONSIBILITY

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

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

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

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

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

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

ARTICLE XIII (continued)

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

ARTICLE XIV

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

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

ARTICLE XV

SCHOOL CALENDAR

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

ARTICLE XVI

GENERAL

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

MEMORANDUM AGREEMENT

Attendant to the salary and benefits provisions set forth in Article II of the collective bargaining agreement between the Van Dyke Public Schools and the Professional Personnel of Van Dyke for the time period covering the 2015-16 and 2016-17 school years, the parties agree as follows:

The 85 bargaining unit members that were on the top of the salary schedule during the 2014-15 school year and remain on the top of the salary schedule after the movement outlined in Article II for the 2015-16 school year (and thus do not move on step on the salary schedule) will receive a one-time off-schedule payment of \$2,500.00. The payment will be made by December 1, 2015.

A committee will be established made up of representatives from PPVD, administration, and any other bargaining unit that would like to participate to research and study different options available for providing health care and prescription services in an effort to reduce cost. This will include, but will not be limited to: copays, deductibles, providers, special plan options, etc. The committee will meet in September prior to the expiration of any applicable contract.

The attached collective bargaining agreement in its entirety is tentatively agreed to this 28th day of October, 2015, by the Professional Personnel of Van Dyke (ppvd) and the Van Dyke Public Schools (VDPS). Both parties understand that implementation of this agreement is contingent upon ratification of the general membership of the PPVD and the VDPS Board of Education.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS _____ DAY OF _____, 2015.

**BOARD OF EDUCATION OF THE
VAN DYKE PUBLIC SCHOOLS**

THE PROFESSIONAL PERSONNEL OF VAN DYKE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SUPERINTENDENT OF SCHOOLS:

Joseph G. Pius

The attached collective bargaining agreement in its entirety is tentatively agreed to this 28th day of October, 2015, by the Professional Personnel of Van Dyke (ppvd) and the Van Dyke Public Schools (VDPS). Both parties understand that implementation of this agreement is contingent upon ratification of the general membership of the PPVD and the VDPS Board of Education.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS _____ DAY OF _____, 2015.

BOARD OF EDUCATION OF THE
VAN DYKE PUBLIC SCHOOLS

THE PROFESSIONAL PERSONNEL OF VAN DYKE

Richard Carboni

Sharon Lee Rice

David Cowback

Valerie Dutton

Steven D. Pison

Dana L. Haigh

Andre Ben

Lynda Karlock

Charles Johnson-El

Mary E. DeSherry

Leann H. Bates

Melissa Wachowski

Deane Jensen

SUPERINTENDENT OF SCHOOLS:

Joseph G. Pius

Joseph G. Pius