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8/31/96

**MASTER AGREEMENT**  
 between the  
**SHIAWASSEE COUNTY EDUCATION ASSOCIATION**  
 and the  
**BOARD OF EDUCATION OF THE DURAND AREA SCHOOLS**

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*Durand Area Schools*

SECRET  
NO FOREIGN DISSEM  
UNCLASSIFIED

**MASTER AGREEMENT**  
between the  
**SHIAWASSEE COUNTY EDUCATION ASSOCIATION**  
and the  
**BOARD OF EDUCATION OF THE DURAND AREA SCHOOLS**

This Master Agreement entered into this 1st day of September, 1994, by and between the Board of Education of the Durand Area Schools, Durand, Michigan, hereinafter called the "Board", and the Shiawassee County Education Association and its affiliate, the Durand Education Association, MEA/NEA, hereinafter called the "Association".

**PREAMBLE**

WHEREAS, the Board and the Association recognize and declare that providing a quality education and improving educational standards for the children of Durand Area Schools is their mutual aim and that the character of such education depends upon the cooperation of the parties, and

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

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize;

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE 1

### Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 336 of the Public Acts of 1947, as amended, for the following professional personnel of the DURAND AREA SCHOOLS, including:

1. regular classroom teachers
2. guidance counselors
3. librarians
4. per diem employees under special contract to the employer.
5. psychologist and/or social worker

B. Substitutes, supervisory and executive personnel (including teaching principals), athletic director, office and clerical employees, and all other employees of the Durand Area Schools district are specifically and expressly excluded from the bargaining unit.

C. The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the Durand Area Schools. References to male teachers shall include female teachers.

D. The term "secondary" shall include grades seven through twelve.

E. The term "Association" when used in this agreement, shall refer to the Shiawassee County Education association and its affiliate, the Durand Education Association, MEA/NEA.

## ARTICLE 2

### Agency Shop

A. Each bargaining unit member shall, as a condition of employment: (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association/Union, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

B. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member and make appropriate remittance for tax-deferred annuities, MESSA programs not fully Board-paid, credit union, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Board.

C. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the

representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

D. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions in the Association, as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-ninth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for nine (9) months, beginning in September and ending in May of each year.

E. In the event of any action against the Board brought in court or administrative agency because of its compliance with Article 2, Agency Shop, of this Agreement, the Association agrees to defend the action, at its own expense and through its own counsel, provided the Board gives timely notice of such action to the Association.

F. The Board shall cooperate with the Association and its counsel in securing and giving evidence, making witnesses who are employees of this district available for testimony in the court or administrative agency, and making relevant information available at both trial and appellate levels.

G. The Association agrees that in any action required to be defended pursuant to this Article, it shall indemnify and hold harmless the Board and its individual members and designated agents from any liability for damages and costs imposed by a judgment of a court or administrative agency which is executed and which results from the Board's compliance with Article 2.

ARTICLE 3  
Management Rights

The Board, on its behalf, and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities, conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the school system and its properties, facilities, and employees. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless his or her actions reflect detrimentally on the school system.

B. To manage and direct the working forces, including the right to hire, assign, promote, transfer, suspend, discharge, and demote employees; subcontract; determine the size of the work force and layoff of employees;

C. To determine the services, supplies and equipment necessary to continue its operations and to determine the means, schedules and standards of operation for accomplishing district goals and objectives;

D. To adopt rules and regulations;

E. To be subject to the provisions of law to determine the qualifications of employees;

F. To determine the number and location or relocation of its facilities, including the establishment or relocations of new school buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;

G. To determine all financial and educational policies;

H. To determine the size of the management organization, its functions, authority and table of organization.

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 thereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitutions and laws of the United States.



## ARTICLE 4

### Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965 as amended (Public Employment Relations Act), the Board hereby agrees that teachers shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance.

B. The Board specifically recognizes the right of its employees to invoke the assistance of the Michigan Employment Relations Commission and to request a mediator from such public agency.

C. The Association and its members shall have the right to use school building facilities for meetings as provided by Board policy (2-6-68), as amended. Bulletin boards and other established media of communication shall be made available to the Association and its members as provided by Board policy, unless prohibited by State and Federal law.

D. Upon written request, the Board agrees to provide the Association with regularly and routinely prepared public information concerning the financial condition of the district, including the annual financial statement. In addition, the Board agrees to grant reasonable requests for other "readily available" and pertinent information which may be necessary for the Association to process or avoid a grievance.

E. Grievance filed pursuant to Section A above will be processed through the Board Level (Level III of the grievance procedure). They shall not be subject to arbitration.

F. The Board agrees to provide notice to the Association President of any application for a public school academy received or solicited as provided in the Michigan School Code. Notice will be made within ten (10) calendar days of receipt of the application. The Association President, or designee, may review the application materials and, upon request, will be provided with a copy of the application materials.

The Superintendent agrees, upon request of the Association, to establish a meeting with the representative(s) of the petitioner, the Board and the Association.

## ARTICLE 5

### Teacher Discipline

A. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may be requested to accompany the teacher in such review.

B. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or otherwise disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. (This should be part of the record and be signed by the teacher.)

C. Any probationary teacher dismissed from employment before the termination date of his/her contract shall be paid up to and including the date of dismissal.

D. No teacher shall be disciplined, reprimanded or reduced in compensation without just cause. The Michigan Education Assessment Program results and the Stanford Achievement Test results will not be considered as just cause for discipline. Any such discipline, reprimand or reduction in compensation shall be subject to the grievance procedure set forth in this contract. Adverse evaluation of teacher performance are grievable up to and including the Board level (Level III) of the grievance procedure, but expressly excluded from the arbitration level (Level IV).

E. Discipline Process: In recognition of the concept of corrective discipline, the parties agree that, within a twelve (12) month period, two (2) verbal warnings in conjunction with a similar offense followed by a written warning may be beneficial and will be employed by the district in correcting teacher disciplinary problems of a minor nature. More serious disciplinary problems are not subject to the provisions as herein provided. Verbal and written warnings must be labeled as such and the teacher must be made aware that he/she has been warned.

## ARTICLE 6

### Reduction of Personnel, Seniority and Recall

A. In order to promote an orderly reduction in personnel, the following procedure will be used:

1. Temporary teachers under special contract to the Board shall be laid off first, provided there is a probationary or tenure teacher who is certified, qualified, and available to perform the classroom duties of the position said temporary teacher is vacating. When the position held by a temporary teacher under special contract is being eliminated, then said temporary teacher shall be laid off automatically.
2. Probationary teachers shall be laid off next, provided there is a tenure teacher certified and qualified and available to perform the classroom duties of the position said probationary teacher is vacating. When the position held by a probationary teacher is being eliminated altogether then said probationary teacher shall be laid off automatically.
3. If the reduction of teaching personnel is still deemed necessary by the Board, then tenure teachers in the specific positions being reduced or eliminated by the Board shall be displaced and subject to layoff as pursuant to Paragraph A.,4.
4. If there is a bargaining unit vacancy for which a displaced tenure teacher is certified and qualified, such teacher shall be assigned the vacant position. If there is no vacant position for which the displaced tenure teacher is certified and qualified, such teacher shall be reassigned by the Board to a bargaining unit position filled by a tenure teacher with less seniority provided such senior teacher is certified and qualified to perform the classroom duties and responsibilities presently assigned the less senior teacher to be displaced. If there is no position that is presently

occupied by a less senior tenure teacher for which the displaced tenure teacher is certified and qualified, the senior tenured teacher shall be laid off and the less senior tenure teacher(s) continued in the employ of the Board.

**B. Recall Procedure**

1. Except as otherwise required by law, the Board shall not be required to recall from layoff per diem teachers under special contract to the Board or probationary teachers.
2. Recall of tenure teachers shall be in the inverse order of seniority, i.e., those with the greatest seniority shall be the first subject to recall, provided however, any teacher recalled pursuant to this provision must be certified and qualified in accordance with the criteria set forth in Section C below and must otherwise be able to perform the classroom duties and responsibilities of the specific position deemed vacant and open for assignment by the Board. Further, no new teachers shall be employed by the Board in a regular full time classroom teaching capacity while there are tenure teachers on layoff with the qualifications to fill the position.
3. The Board shall give written notice of recall from layoff by sending a certified letter with return receipt requested to the tenure teacher at his last known address. It shall be the responsibility of all teachers to notify the Board of any change in address. Addresses as they appear on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice provided to teachers pursuant to this agreement. If a tenure teacher fails to report his availability for work within ten (10) calendar days after the certified letter containing the recall notice has been delivered at the teacher's last known address, then said teacher shall thereby be deemed to have terminated his individual employment contract and any other employment relationship with the Board.

4. Any individual or supplemental employment contract executed between each teacher and the board is subject to the terms and conditions of this agreement. It is expressly agreed that the collective bargaining agreement takes precedence over and governs such contracts and that such contracts are expressly conditioned upon the agreement. It is further agreed that any layoff pursuant to this agreement shall terminate the individual or supplemental employment contract of a laid off teacher, and shall suspend the Board's obligation to pay additional salary or fringe benefits beyond the amount the teacher has accrued.

5. The Board shall establish and retain in its records a current recall list identifying, in order of seniority, those tenure teachers that are entitled to recall.

Except as otherwise required by law, a teacher shall be placed and remain on the recall list for a period not to exceed three (3) years from the effective date of this contract. Thereafter, a teacher shall lose his right to recall.

C. Qualification Defined

1. A teacher shall be qualified for a placement in a position at the K-6 grade level providing the teacher has elementary certification, and has successfully completed four (4) semester hours of courses in the teaching of reading/language arts.

For placement in an elementary special area position; physical education, art, music and reading support, the teacher must have the corresponding teaching certificate endorsement.

2. A teacher shall be qualified for placement in a position at the 7-8 grade level if he has elementary or secondary certification and holds a major or minor concentration in the general subject area or courses to be taught.

3. A teacher shall be qualified for placement in a position at the 9-12 grade level if he has secondary certification, and holds a major or minor concentration in the subject(s) to be taught. A teacher holding K-9 certification shall be qualified for placement in a position in grade 9, if he holds a major or minor in the subject or courses being taught.
4. Exceptions may be made to the above when the Superintendent and an Association committee of three, appointed by the President of the Durand Education Association, reach concurrence.  
By way of illustration, and not limitation, the following examples are given: additional endorsements; special or unusual talents may be taken into consideration; previous experience; etc.

D. **Seniority Defined.** The term "seniority" as used in this Article shall be defined as the length of continuous service with the Durand Board of Education. Seniority shall commence when an employee begins work under an individual contract but shall not accrue for teaching experience in another school district or while an individual is on an approved leave of absence. In such cases the employee's seniority date shall be appropriately adjusted. For purposes of this Article, per diem and probationary teachers shall not have seniority.

The intention of the parties for non-accrual of seniority when a teacher is on an approved leave of absence is set forth below:

1. The approved leave of absence refers to those leaves which are long-term leaves under Article 14, Section C, D, E, G, H, and N.
2. It was the intention of the parties to have seniority accrue for leaves of absence for personal illness, injury or temporary disability and military leaves as provided in law.

E. **Ties in Seniority and Qualifications.** In the event that two (2) or more tenure teachers have equal seniority and qualifications as hereinbefore defined, the tenure teacher, as determined by lottery, shall have preference in placement.



## ARTICLE 7

### Professional Compensation

A. The salaries of teachers covered by this agreement are set forth in Schedule A, which is attached to and incorporated in this agreement.

The time required by law for new teachers to be spent with mentors or in professional development activities and the time required by the probationary teacher associated with an individual development plan, will not require additional compensation. The district will not require more than five (5) days of professional development time per year which will be scheduled in a period which falls between ten (10) calendar days of the start of the teacher work year in the fall and ten (10) calendar days of the last teacher work day of the year.

Tenured teachers placed on an individual development plan as a result of an unsatisfactory evaluation as required by the Tenure Act, will not receive additional compensation for time associated with the plan.

B. The salary schedule is based upon a normal, weekly teaching load during normal teaching hours. For extra-curricular and other teaching duties, the teacher shall be paid according to Schedule B, which is attached to and incorporated in this agreement.

C. The Durand Area Schools District shall pay the five per cent (5%) employer contribution to the Michigan Public School Employee's Retirement System.

D. All teachers, including elementary, middle school, high school and special area teachers, who substitute in another classroom during their preparation period shall have a choice of one of the following options:

1. pay compensation as listed in Schedule B.
2. one additional personal day as provided in Article 14 for each six (6) hours of substituting. All teachers shall be credited with time equal to that preparation time which is lost. Personal days earned under this provision are not accumulative. Any partial or full days earned during the last two weeks of the school year or any days or hours carried into the last two(2) weeks of the school year shall be paid under option #1 above.

ARTICLE 8  
Teaching Hours

A. All teachers will be at their assignment 15 minutes prior to the beginning of class, and in the building 15 minutes after the normal completion of the teacher's assigned working day unless otherwise notified by the building principal. The building principal may adjust the aforementioned times at his discretion. Teachers may be required to remain more than 15 minutes after normal closing of school for staff meetings; student, parent or staff consultations; appointments; or other school-related emergencies which must be attended to. Attendance at IEPC, curriculum meetings, and other assigned tasks that extend beyond the teacher's normal working day, shall be reasons for the adjustment of the aforementioned times, and shall be compensated with equivalent released time.

Teachers assigned to more than one building shall not be required to serve on bus duty in more than one building.

On teacher record days, teachers shall not be required to attend a staff meeting unless mutually agreed to by the staff and principal. The building principal will make every effort not to schedule I.E.P.C. meetings on these days.

B. The Board recognizes the principle of a standard forty-hour work week and will, so far as practicable, set work schedules and make professional assignments which can be reasonably be completed within such standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside of any school building.

C. All teachers shall be entitled to a duty-free, uninterrupted lunch period. The teacher's lunch shall equal that of his or her students but in no instances shall such lunch period exceed 45 minutes in length.

## ARTICLE 9

### Teaching Loads and Assignments

A. The normal weekly teaching load in the senior high school will be 25 teaching periods and 5 preparation periods. The normal weekly teaching load in the junior high school will be 25 teaching periods and 5 preparation periods. In Vocational Agriculture, the normal weekly teaching load shall be 20 teaching periods, 5 project visitation periods, and 5 unassigned preparation periods.

Elementary preparation periods will be a minimum of thirty (30) minute blocks during each instructional day. Teachers of Art, Music and Physical Education shall be scheduled planning periods, exclusive of lunch period and driving time, equivalent to those elementary classroom teachers.

Preparation periods shall be devoted to preparing assignments for class work, conducting parent-teacher conferences, telephoning parents about their child's academic and social progress, and conducting other general school business.

Except in cases of emergency, no departure from the aforementioned norms shall be made without prior consultation with the Association.

In the event the amount of student instructional time required by the State of Michigan is not being achieved for full state funding, the Board and Association shall negotiate adjustments to the teacher and student schedules in order to qualify for full state funding.

In the event the parties are unable to reach agreement on the expansion of the instructional time, passing time, lunch period lengths, etc., will be considered for adjustment first, prior to extending the overall length of the teachers work day.

B. No secondary teacher shall be assigned more than three (3) preparations in any semester without his/her consent.

C. A teacher shall have the right to accept or reject the assignment of a student teacher.

D. Teachers shall not be assigned, except temporarily (not more than one year), outside the scope of their teaching certificates or their major or minor field of study.

E. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals on or before June 30, or as soon as practicable thereafter. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change. Prior to the opening of a new school year, when yearly master schedules are completed for elementary Art, Music and Physical Education, teachers in these areas will be allowed to choose among the schedules in the order of their seniority within that elementary position.

## ARTICLE 10

### Teaching Conditions

The parties recognize that optimum school facilities for both students and teachers are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and the responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that energy of the teacher is primarily utilized to this end. The Board recognizes that teaching conditions are learning conditions.

A. The parties agree that quality instructional time is an essential condition of learning and that disruptions in instructional time cause disruptions in learning. Every effort will be made to control classroom disruptions such as announcements, parental visits, delivery of messages, fund-raising activities, and similar occurrences so the teacher/learning cycle will not be interrupted during the class period.

B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that progression towards lowering class size shall be a goal. It is agreed between the parties that the following class size maxims represent recommended objectives. The Board of Education shall equalize pupil-teacher ratio at the elementary level as soon as possible and practicable. Mainstreamed students shall be considered in this equalization process.

<u>Class or Grade Level</u>	<u>Recommended Class Size</u>
Young Five (Y5)	20
Kindergarten-First Grade	25
Elementary Grades (2-6)	25 - 30
Multi-level Elementary Classrooms	20
Special Education Classes	(will be in concurrence with State law)
Secondary	30
High School English Classes (where emphasis is on theme writing)	25

Mainstreamed students shall be counted and included in the total class size when they are I.E.P.C.'d into the General Education classroom, for 50 per cent (50%) or more of the instructional day.

C. Art, Music and Physical Education teachers will not be required to teach segregated units of special education children. The children will be integrated in the same way in which they are integrated in the regular classroom.

D. The Board agrees at all times to keep the schools properly equipped and maintained. Further, the Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.

The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association.

The Board of Education, its administrators, and the Association mutually agree that progression towards more effective education shall be a goal based on effective school research. They further acknowledge that when these principles of effective school research are facilitated and utilized in the educational setting, student behaviors including increased motivation to learn, accelerated rate and degree of learning, improved retention, and transfer of learning to new situations can be obtained.

The Board of Education will provide inservice to implement this goal.

E. Upon a written requisition from the D.E.A.'s professional library committee and approval of the Superintendent of Schools, materials for a professional library will be purchased, within budgetary allowances established by the Board.

F. Each school shall have adequate lunchroom, restroom and lavatory facilities for staff use and at least one room, appropriately furnished, which shall be reserved for use as a faculty room. All school buildings will be smoke free environments.

G. Telephone facilities shall be available to teachers for local use. The Board shall not be required to incur any additional costs by virtue of its compliance with this provision.

H. In schools where continuous cafeteria service is not available, vending machines may be installed and must be supervised by the Association.

I. Adequate parking facilities shall be made available to teachers.

J. When a situation arises whereby physical injury or harm confronts a student, the Association recognizes that it is the duty of the teacher to comply with reasonable requests of the Superintendent or his designated agent.

K. No teacher shall be required to perform any school health service which, under the standards of acceptable and prevailing practice, requires the level of education, skill, and judgement required of a licensed health professional.

Teachers shall not be required to perform routine scheduled maintenance of a medical appliance or apparatus, nor render routine scheduled care or assistance with bodily functions related to special needs students



## ARTICLE 11

### Vacancies

A. Notice of a teaching, or extracurricular, vacancy for the following school year shall be posted on the teacher bulletin boards in each of the area schools and a duplicate sent to the President of the Association and one (1) other member of the Association as designated by the President of the Association.

Any extracurricular position that has been filled by a person who is not a member of the bargaining unit shall be posted as a vacancy on May 1 of each school year.

Vacancies shall be posted for not less than ten (10) calendar days .

B. Posting requirements as herein provided shall be adhered to except in the case of an emergency vacancy, which shall be defined as:

1. A vacancy which occurs on or after the first day of August and the posting days required can not be met before the school year begins.
2. A vacancy which occurs during the school year. Emergency vacancies may be filled without regard to posting procedures. However, such a position so filled shall be posted, according to posting procedures, prior to filling the position for the next succeeding school year.

C. Teachers shall write a Letter of Preference to the Superintendent on or before June 1 if a change in position or extracurricular assignment is desired for the following year. Letters of preference filed in accordance with those provisions set forth above will automatically result in the teacher being notified and considered for appropriate vacancies. Letters of Preference must contain the position held at present,

the position preferred, and must be renewed annually to be valid. Vacancies shall be posted by grade in elementary grades, and by disciplines at the secondary level.

D. Any teacher may apply for a vacancy. In filling a vacancy, the Board agrees to give due weight to the professional background, training, and educational attainments of all candidates. (including candidates from outside of the school district), and other relevant factors. The Board declares its support of a policy of promotion from within its own teaching staff, and further, agrees that qualified teachers will be given preference over non-bargaining unit persons for assignment to extracurricular positions as hereinafter set forth in Schedule B. Bargaining unit members who are not hired for extracurricular vacancies shall be informed as to the reasons they were not hired for the position.

E. Final decisions on the filling of vacancies are left to the discretion of the Administration. Under no circumstances shall the provisions of this Article supersede the provisions of Article 3.

## ARTICLE 12

### Transfers and Promotions

A. Since the frequent transfer of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that transfer of teachers are to be minimized and avoided whenever possible.

B. Any teacher who shall be transferred or promoted to a supervisory or administrative position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or administrative status.

As of September 1, 1988, any bargaining unit member employed by the Durand Area Schools as a new administrator shall be entitled to return to the bargaining unit, provided that the administrator's return to the bargaining unit occurs within a two (2) year (24 months) period following the date that the administrator left the bargaining unit. After the two-year period the return to the bargaining unit would be permitted provided that a current bargaining unit member is not subjected to a layoff or that teachers on layoff are not prevented from recall to a bargaining unit vacancy. Bargaining unit members promoted to administrative positions prior to September 1, 1984, retain their rights to return to the bargaining unit as provided by contract at the time of their appointment.

## ARTICLE 13

### Sick Leave

A. Probationary teachers absent from duty due to personal illness or temporary personal disability shall be allowed ten (10) sick leave days per school year. Tenure teachers absent from duty due to personal illness or temporary personal disability shall be allowed fifteen (15) sick leave days per school year. All unused sick leave days may accumulate to one hundred twenty (120) days.

B. Any teacher who by reason of a personal illness or temporary personal disability, is unable to fulfill his employment obligations and who has exhausted his accumulated sick leave, shall, upon proper written applications, be granted an unpaid leave of absence, for the duration of such illness, injury or disability or one (1) year, whichever is lesser. Extensions of leaves as herein provided shall be at the discretion of the Board. Upon return from leave a teacher shall be reinstated to his former position if available, or otherwise to another position.

C. Any teacher who is absent from duty because of an injury or illness compensable under the Michigan Workers' Disability Compensation Act shall be paid the difference between that amount received under the Workers' Disability Compensation Act and his regular take-home pay, provided that the Board's contribution shall be chargeable against the teacher's sick leave account and shall terminate upon the teacher's return to duty or when the teacher's accumulated sick leave is exhausted, whichever occurs first. Deductions from the teacher's sick leave account shall be in the amount of that portion of the day's salary supplemented by the Board for each day missed.

**ARTICLE 14**  
**Leaves of Absence**

A. Leave of Absence with pay and chargeable against the teacher's sick leave allowance, shall be granted as follows:

1. A maximum of five (5) days per school year for illness of a member of the teacher's immediate family (husband, wife, child, brother, sister, mother, father, mother-in-law, father-in-law, and grandparent);
2. A maximum of one (1) day per emergency when emergency illness in the teacher's family, as hereinabove defined, requires a teacher's presence for the purpose of making arrangements for necessary medical or nursing care;
3. Such portion of one (1) day as is necessary for attendance at a ceremony for the purpose of receiving a college degree or a state or national award;
4. A maximum of one (1) day for attendance at the school graduation of a son, daughter, husband or wife;
5. A maximum of three (3) days per school year for personal business which cannot be conducted outside school hours or as otherwise approved by the Superintendent of Schools. Requests for personal business leave shall be submitted, in writing, to the building principal, not less than three (3) days prior to the date the teacher desires to commence such leave. The three (3) days shall be at the teacher's discretion where no statement of purpose for the leave day has to be provided. To establish entitlement to the

leave, approval must be given by the building principal and/or the superintendent or his designee. The number of approved applications for personal business leaves shall not exceed an amount equal to ten per cent (10%) per day, of the complement of full time teachers assigned to that building. However, in no instance shall ten per cent (10%) be construed to mean less than two (2) applications per building. The administration may allow a personal business day with less than three (3) days notice in the event of extenuating circumstances. A personal business day shall not be used two (2) days before or two (2) days following a vacation period; one (1) day before or following a holiday, or on a scheduled parent conference day.

6. A maximum of three (3) days per year for attendance at the funeral service of grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, first cousin or a non-relative living in the household of the employee. Exceptions may be granted at the discretion of the superintendent in extenuating circumstances.

B. Except as otherwise provided, a leave of absence with pay and not chargeable against the teacher's sick leave allowance shall be granted as follows:

1. A maximum of five (5) days per school year for death in the immediate family (husband, wife, child, father, mother, brother, sister, mother-in-law, father-in-law. Exceptions may be granted at the discretion of the superintendent in extenuating circumstances.
2. Time necessary to take the selective service physical examination;
3. Court appearance as a witness in any case connected with the teacher's employment or the school;

4. Professional training visitation as approved by the building principal.

C. Any leave of absence for the purpose of child care shall be granted to any teacher for a period not to exceed one (1) year. Extensions of leave as provided herein shall be granted at the discretion of the Board.

D. Leaves of Absence will be granted up to two (2) years to any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of return to the salary schedule as set forth in Appendix A of this agreement.

E. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association. Teachers given leave of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank. Leave is to be limited to one year and must coincide with the school year.

F. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.

Teachers shall be advanced one step on the salary schedule for between one and three years of active military service, and two steps for active military service in excess of three years.

The time a teacher accumulates while on military leave will apply towards steps on the salary schedule, but he cannot accumulate sick leave during this time.

Military service is not to be granted for the purpose of new employment.

Military service of less than one (1) year may be given individual consideration by the mutual agreement of the Board and the Association.

G. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office, providing it does not interrupt the school year.

H. Sabbatical leaves shall be at the discretion of the employer. Applications may be submitted by teachers that have completed seven (7) years of service to the Durand School District. Individuals desiring a sabbatical leave of absence shall file an application with the Superintendent of Schools not less than one (1) semester prior to the date on which the teacher desires to commence such leave. Applications which have been approved by the Board of Education shall be subject to those terms and conditions established by the Board, which terms and conditions shall be binding on the board, applicant and the Association, upon acceptance of such terms and conditions by the applicant.

I. Except as otherwise provided in this Article, teachers on leaves of absence shall return to duty only at the beginning of a semester. Teachers must write the Superintendent of Schools not later than sixty (60) days prior to the expiration of their leave, notifying the district of their plans for the next semester. Reinstatement shall be to the teacher's former position if available. If necessary, the teacher may request and the Board may extend the period of any leave of absence.

J. Upon termination of a leave of absence granted pursuant to this Article, refusal to accept the first available vacancy for which a teacher is certified and qualified to fill shall be deemed a resignation of employment by the teacher.



K. Teachers desiring a leave of absence shall complete and file an application (to be supplied by the district) with their building principal.

L. Employees on an unpaid leave of absence as provided for in this agreement shall not be entitled to salary, employer paid group insurance or other fringe benefits as herein provided by the board. However, subject to the approval and any requirements imposed thereon by the respective carriers, employees on an authorized unpaid leave of absence will be permitted to continue their health and life insurance coverage during their leaves. Employees electing to continue their insurance coverage shall pay the full cost of such continued coverage. Arrangements for the payment of the applicable premium amounts shall be made with the Business Office prior to the commencement of the leave.

M. Probationary teachers who are granted leaves pursuant to this agreement shall not be exempted from completing the full two (2) or three (3) year probationary period of actual teaching in the classroom nor shall they gain tenure through the use of leave periods.

N. Effective September 1, 1988, a leave of absence without pay shall be granted to any teacher upon application for one (1) year for the purpose of seeking and accepting alternative employment.

During the leave of absence such teacher shall receive no insurance benefits at Board expense but may elect to continue insurance benefits by paying premiums of the elected coverage (Article 14, Section L.)

Return from this leave of absence shall be specifically governed by Article 14, Section I.

## ARTICLE 15

### Professional Development

Professional development of staff members to improve the quality of education of the students of Durand Area Schools being desirous of the employer and employees, the following is agreed to:

1. The Employer will budget sufficient funds for professional development. Individual teachers may request professional development funds to be used for conferences, workshops or other educational activities which meet the district's goals or professional development needs of the teacher. Each staff member shall be given consideration for professional development.
2. Requests for attendance at professional development programs for individual teachers shall be made to the Building Principal no less than five (5) days prior to the date of the program.
3. Requests for attendance at professional development programs by an individual teacher that are denied by the building principal may be appealed to the superintendent of schools for a final decision.
4. Three members of the Executive Board of the Association will have preference for attendance at the M.E.A.-I.P.D. Conference.

**ARTICLE 16**  
**Teacher Evaluation**

**A. Purpose**

1. The purpose of the teacher evaluation is to maintain and/or improve the instructional program. The evaluation process will recognize satisfactory levels of performance, identify areas of improvement if necessary, and provide appropriate and specific techniques and/or resources for improvement.
2. The evaluation process must be done according to the following express procedure so as to assure the fairest and most beneficial evaluation of teachers.
3. For purposes of teacher evaluation, the form used shall be as agreed upon by the Durand Area Schools Board of Education and the Durand Education Association.

**B. Evaluator**

1. Teachers shall be evaluated by a certified Durand Area Schools administrator. In no instance shall a teacher be observed for the purpose of evaluation by other teachers, aides, parents, students.
2. In cases where the teacher may have more than one immediate supervisor, the teacher shall be informed at least five (5) days prior to the evaluation who will be the evaluator for the semester.

**C. Procedure**

1. All formal classroom observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
2. Observations shall consist of at least a twenty (20) minute work station visit.

3. Tenure teachers may be observed one or more times a year. A teacher shall be considered satisfactory in performance if no written evaluation is executed.
4. Probationary teachers shall be observed a minimum of three (3) times per year.
5. Each observation, for evaluation purposes, shall be preceded by a pre-observation conference between the administrator and teacher to review the schedule and format to be used. Such conference shall be held one (1) to three (3) days prior to the observation.  
At this pre-conference the teacher and administrator will discuss the following:
  - a. Date of observation
  - b. Time of observation
  - c. Subject matter to be taught
  - d. What the observer will be looking for. (See teacher evaluation report for broad outline.)
6. The teacher may request a copy of all observation notes.
7. The administrator shall meet with the teacher in a post observation conference within five (5) school days of the observation in order to discuss the observation and to clarify recommendations and/or the written evaluation.

D. Teacher Rights

1. If a teacher does not agree with the evaluation, the teacher may submit a self-evaluation or letter of dissent within five (5) school days of the post conference.
2. Any judgment of incompetence must not be arbitrary or capricious but must be supported by evidence that supports the conclusions drawn by the evaluator. Should the information demonstrate that a teacher has any area that needs improvement, the evaluator shall:
  - a. Identify specifically the area that needs improvement.

- b. Provide the teacher with specific, appropriate written recommendations for improvement which are measurable and observable.
  - c. Develop a timeline for such improvement. This timeline may include follow-up visit(s) to evaluate the area(s) of concern.
  - d. Provide definite, positive assistance which might include time (during the school day), material, resources and consultant services to implement the recommendations.
3. In the event a probationary teacher is not recommended for continued employment, the administration shall advise the teacher at least sixty (60) days prior to the end of the school year that his/her work is unsatisfactory, inform him/her in writing of the reasons thereof, said reasons to be consistent with the evaluation report (Schedule D) and this Article.
- E. Evaluation Form Committee. The committee shall be comprised of four (4) administrators and four (4) teachers, and shall meet in February of each year to review the evaluation form and criteria and revise them in accordance with law, tenure commission rulings, update according to mutual recommendations, and present to the Board of Education for Board approval.

## ARTICLE 17

### Protection of Teachers

A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of authority, control and discipline in the classroom. When it is reported to the administration that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, and after an investigation of the situation, the administration so agrees, the Board will make appropriate referral and where necessary, take reasonable steps to relieve the teacher of responsibilities with respect to the pupil.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, unless the teacher has acted against the written Board policy.

D. Time lost by a teacher in connection with any incident mentioned in this Article, and in which the teacher is not at fault, shall not be charged against the teacher.

E. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property, as a result of provoked assault on the teacher while on duty on the school premises, in the amount of \$200.00 maximum. If a teacher is injured while in the line of duty, medical, surgical or hospital care, which is not covered by other insurance will be furnished by the Board to the extent of the school district's insurance coverage in its policies.

F. Any serious complaints directed toward a teacher shall be promptly called to the teacher's attention, prior to any administrative action, especially if the complaint is deemed by his immediate supervisor to demand immediate attention and/or if the teacher has inquired about the complaint.

G. Teacher shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be held individually liable by the Board acting in its capacity as employer, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

## ARTICLE 18

### Jury Duty

If a teacher is not excused from jury duty, such teacher shall be compensated for the difference between their normal salary and the monies which they receive for the performance of such duty (less reimbursed expenses and travel allowance.)

## ARTICLE 19

### Association Leave Days

The Board shall grant the Association twenty-two (22) teacher leave days per school year for Association business. Association leave days shall not accumulate and shall not be charged against members' leave days. The request for Association leave days is to be signed by the D.E.A. president. The Durand Education Association will reimburse the district for substitute costs for the remaining ten (10) of the twenty-two (22) days.



## ARTICLE 20

### Grievance Procedure

#### A. Definitions

1. A grievance shall be an alleged violation of the expressed terms of this agreement, except no grievance may be filed where the Tenure Act may have jurisdiction.
2. The "aggrieved person" is the person or persons making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean days in which school is in session. During the summer months the term "days" shall mean regular business days on which the Administration Building is open.

#### B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. There shall be one (1) Association Representative (Building Representative) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association representative or any member of the P.R. & R. Committee is a party of interest to any grievance, he shall disqualify himself/herself and a substitute shall be named by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Board hereby designates the Superintendent as its representative when the grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

1. Level One

Within five (5) days of an alleged contract violation a teacher with a grievance shall discuss it with his/her immediate supervisor or principal, individually, together with his/her Association Representative, or through the Association Representative.

2. Level Two

- (a) In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within five (5) days after

presentation of the grievance, he/she shall file the grievance, in writing, with the Association's P.R. & R. Committee within five (5) days. The Association Representative will assist in writing the grievance.

- (b) Within five (5) days of receipt of the grievance, the P.R. & R. Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his/her claim through Level Three without Association support.

Teachers processing their own complaints shall initiate such action within two (2) days of the decision of the P.R. & R. Committee.

If the Committee decides there is a legitimate grievance it shall, within two (2) days, process the claim with the Superintendent of Schools. Within ten (10) days from receipt of the grievance by the Superintendent he/she shall render a decision as to the solution.

### 3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) days from the date of receipt of grievance by the superintendent, he/she shall within fifteen (15) days of having submitted the grievance to the Superintendent of Schools, refer the grievance through the P.R. & R Committee, to the Board of Education's Review Committee three (3) representatives). Within ten (10) days from receipt of the written referral by the board, its review committee shall meet with the

Association's review committee (three (3) representatives), for the purpose of arriving at a mutually satisfactory solution to the grievance. A decision by the Board of Education's Review Committee shall be rendered within ten (10) days following the meeting with the Association's review committee.

4. Level Four

Individual teachers shall not have the right to process a grievance at Level Four. If no decision is rendered within twenty (20) days after its submission to the Board of Education's Review Committee, or the Association is not satisfied with the disposition of the grievance at Level Three, it may, within twenty (20) days thereafter, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association. The fees and approved expenses of an arbitrator shall be paid by the parties equally. The arbitrator shall have no power to add to, or subtract from, or modify, any terms of this agreement, nor shall he/she substitute his/her discretion for that of the employer or the D.E.A., where such discretion has been retained by the employer or the D.E.A., nor shall he exercise any responsibility or function of the employer or the D.E.A., such as matters including the tenets of the school code and the obligation of public monies controlled by the Board with the exception of expense of arbitration.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by an Association representative. When a teacher is not represented by the Association, the Association shall have the right to be present at all stages of the grievance processing.

**F. Miscellaneous**

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the P.R. & R. Committee, the grievance affects a group of teachers, the P.R. & R. Committee may process the grievance directly to Level Two and shall be subject to the same time limitations and other requirements as set forth for the institution of grievances at Level One and Level Two.
2. The grievance discussed and the decision rendered at Level One must be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the Superintendent and the P.R. & R Committee, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Access to places and records for all information necessary to the determination and processing of the grievance shall be made available to all parties.

7. Should a grievant be satisfied with the decision at any level, or should the grievant or the Association fail to institute or appeal a grievance within the time specified, all further proceedings thereon shall be barred. In the event a grievant shall leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred, except for a claim involving compensation to the grievant.

## ARTICLE 21

### Retirement

Teachers who have reached an age and experience level so as to entitle them to retire under the Michigan Retirement Law, and do elect to retire as a teacher from the Durand Area Schools District, shall be eligible for a lump-sum payment of accumulated sick leave in accordance with the following formula and those restrictions and limitations found herein. Teachers who elect to resign in the twentieth (20th), twenty-fifth (25th), or thirtieth (30th) category shall be eligible for a lump sum payment in accordance with the following formula:

<u>Categories</u>	<u>Yrs of continuous service completed in Durand Area Schools</u>	<u>Rate per accumulated sick leave day</u>	<u>Maximum Amount</u> (Based on total of 95 accumulated unused leave days)
5	5 yrs to 7-1/2 yrs	\$28.00 (To determine total amount of remuneration, multiply daily rate by number of unused leave days.)	\$2,660.00
10	7-1/2 to 12-1/2 yrs	\$31.00	"(Based on 120 days) accumulated unused leave days.) \$3,720.00
15	12-1/2 to 17-1/2 yr	\$35.00	" (Based on 120 days) \$4,200.00
20	17-1/2 to 22-1/2 yrs	\$45.00	" (Based on 120 days) \$5,400.00
25	22-1/2 to 27-1/2 yrs	\$50.00	" (Based on 120 days) \$6,000.00
30	27-1/2 to 30 yrs	\$55.00	" (Based on 120 days) \$6,600.00

Years of continuous service shall be computed from the last date of hire, and subject to the foregoing, shall include that continuous service time earned in this district prior to inclusion in a reorganization or annexation through the present day.

## ARTICLE 22

### Insurance

Pursuant to the authority as set forth in the Michigan Public School Code as amended by Public Act 27, 1969, the district agrees to pay the premium cost of insurance coverage as set forth below.

A. All teachers shall make proper application with the office of the Superintendent regarding initial coverage and any and all changes in such coverage.

B. Upon receipt of written application by the district, the board shall provide to the employee a choice of the following MESSA PAK 3 programs:

1. Plan "A" shall include Super Care 1, LTD (120 days, 66-2/3% of salary, \$2500. max., Social Security freeze, alcoholism/drug addiction and mental nervous and COLA offset), Delta Dental (75-60-75, \$12090, max.), \$30,000 Term Life and the VSP-2 Vision Plan.
2. Plan "B" shall include LTD, the same as Plan A, Delta Dental 80/80/80 \$1300. max., VSP-3 Vision Plan, \$50,000 Term Life Insurance, Dependent Life (\$2,000/spouse, \$2,000 children).
3. The Employer is required to sign an employer participation agreement. When appropriate, MESSA Super Care of Limited Medicare Supplement and Medicare, Part B, premiums shall be paid on behalf of the employee, spouse and/or dependents eligible for Medicare. Employees not electing MESSA-PAK 3, Plan B.



## ARTICLE 23

### Miscellaneous Provisions

A. The Board agrees at all times to maintain a list of substitute teachers. Teachers will be informed by their principals of a telephone number they will call and a time by which they must call to report their unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange a substitute teacher.

If a teacher has reported his/her unavailability for work during the emergency closing of Durand Area Schools (snow day, bad road conditions, etc.), such days will not be charged against his/her accumulated sick leave.

During the emergency closing of Durand Area Schools (snow days, bad road conditions, etc.), teachers are enjoined to exercise their professional integrity and good judgment in determining their attendance at school, to perform any duties commensurate with their contractual obligation.

B. No polygraph or lie detector device shall be used in an investigation of any teacher.

C. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts. All individual teacher contracts shall be made expressly subject to the terms of this agreement.

D. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

E. This agreement constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the terms of this agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the Association and the Board.

F. In any negotiations, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

G. Contract Maintenance. Matters not specifically covered by this agreement but of common concern to the parties may be subject to professional negotiations between them from time to time during the period of this agreement upon mutual consent. Representatives of the Employer (Board members where it is deemed appropriate) and the Association's bargaining committee will meet each month for the purpose of reviewing the administration of the contract and to resolve problems as they may arise. In addition, and by way of example, the parties may discuss the financial status of the district, tentative budgetary requirements and allocations, and such other information as will assist the parties in understanding each other's concerns.

These meetings are not intended to bypass the grievance procedure. If possible, each party should submit to the other, preferably prior to the meeting, an agenda covering what they wish to discuss.

## ARTICLE 24

### Department Chairpersons

#### **Selection of Department Chairpersons:**

1. Selected by teachers of the department.
2. If no chairperson is selected through #1 above, the building principal will select the chairperson.
3. If no chairperson is selected through #2 above, the Superintendent of Schools shall appoint a department chairperson.

#### **Entitlement to pay:**

Failure to perform the responsibilities as department chairperson will result in no reimbursement for serving as department chairperson.

#### **Secondary Department Chairperson Configurations:**

##### High School

1. English-Language Arts  
(includes Foreign Language)
2. Social Studies
3. Science
4. Math
5. Pre-Vocational-Vocational
  - a. Business
  - b. Home Economics
  - c. Agriculture
  - d. Industrial Arts
  - e. Computers
  - f. Co-Op
6. Arts
  - a. Instrumental Music
  - b. Art
  - c. Vocal Music
  - d. Physical Education
7. Special Programs
  - a. Special Education
  - b. Success Bound
  - c. Counseling
  - d. Library
  - e. Interactive T.V.

##### Junior High School

1. English-Language Arts
2. Social Studies
3. Math
4. Science
5. Arts
  - a. Instrumental Music
  - b. Vocal Music
  - c. Art
  - d. Physical Education
6. Exploratory/Special Programs
  - a. Home Economics
  - b. Industrial Arts
  - c. Special Education
  - d. Counseling
  - e. Interactive T.V.
  - f. Computers

### **Secondary Department Chairpersons Responsibilities:**

Department Chairpersons are to work cooperatively with the building principal for the improvement of education for students. In carrying out these responsibilities, the Department Chairpersons are to treat all programs with fairness.

The following areas are the main responsibilities for the Department Chairpersons. In addition, other areas may be covered at the request of the building principal.

1. Curriculum
  - a. Involvement in the coordination of the K-12 curriculum.
  - b. Involvement in the development of the K-12 scope and sequence.
  - c. Review of current programs.
  - d. Revision of current programs.
  - e. New proposals.
  - f. Accreditation of schools.
  - g. Outcome-based results.
  - h. Cooperative learning
  - i. Course descriptions
  - j. Goals and objectives
  
2. Allocation of Resources
  - a. Supplies.
  - b. Textbooks
  - c. Equipment.
  - d. Finances.
  
3. Scheduling

**ARTICLE 25**  
**Improving Durand's Schools**

A. The parties agree that committee decision-making at the building and district level is essential to any school improvement process. Site-based decision-making shall be a recognized process for change, school improvement and improvement in the quality of work life.

The school improvement committees may include, but not be limited to, School Improvement Teams and/or Building Level Committees, ODDM teams, Curriculum Committees and Councils, and Department Chairpersons.

B. The composition of building level decision-making committees will be consistent with Sections 1202(a) and 1277 of the Michigan School Code, which includes the participation of teachers, school administrators, parents, pupils and others in the school community.

The Association membership of each building has the right to select their own member representatives on all building and district decision-making committees.

C. Committees will assume responsibility for the dissemination of information regarding their activities to the affected parties and for the purpose of seeking representative input.

D. Collective bargaining agreements shall not be modified either formally or informally in connection with the implementation of activities cited above except as mutually waived by the Board and the Association.

Requests for deviation in the collective bargaining agreement must be submitted in written form to the Association President and the Superintendent.

Requests for adjustments in Board Policy must be in writing to the Superintendent.

The Board and the Association agree to promptly consider all requests for deviation from Board Policy or the Master Agreement. Any and all waivers of the master agreement shall be temporary in nature and not used as a substitute for the collective bargaining process.

E. Participation on a building or a district school improvement team will be voluntary; however, the Association will encourage member participation.

F. A teacher shall not be evaluated and/or subjected to discipline due to involvement, or lack thereof, on committees on which membership is voluntary. To help insure the school improvement process, work will be done with quality time whenever possible.

G. Association concerns regarding the operation of the building and district level committee(s), will be referred for discussion by the Association President (or designee) to the Superintendent or to the contract maintenance procedures in Article 23(G).

ARTICLE 26

Duration of Agreement

This agreement shall be effective upon ratification by the Board of Education and shall continue in effect for two (2) years until the 31st day of August, 1996. Wages will be paid and benefits adjusted retroactively to the beginning of the 1994/95 work year. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Not less than 120 days prior to the expiration of this agreement, the parties shall commence negotiations over a successor agreement.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized representatives having affixed their signatures below.

FOR THE SCEA/DURAND EDUCATION  
ASSOCIATION:

Elaine M. Tucker

Susan M Wood

Pamela L Jones

FOR THE DURAND AREA SCHOOLS  
BOARD OF EDUCATION:

Sally L. Oliver

Robert F. Keefe

Chester J. O'Brien

LETTER OF AGREEMENT  
BETWEEN THE DURAND AREA SCHOOLS BOARD OF EDUCATION  
AND THE  
SHIAWASSEE COUNTY EDUCATION/DURAND EDUCATION ASSOCIATION

It is hereby agreed by the parties set forth as follows in relationship to the tentative agreement reached for the 1994-96 contract years:

1. The parties agree to continue to negotiate over mentor/mentee provisions required by the School Code.
2. With regard to the 1995-96 calendar, if there is a new county-wide perpetual calendar developed, the parties agree to follow the new perpetual calendar in relationship to the Christmas, February and Spring break periods.

In the event there is no change in the 1995-96 county-wide perpetual calendar, the parties will follow the schedule for the above referenced periods established in the 1994-95 calendar.

FOR THE SCEA/DURAND EDUCATION  
ASSOCIATION

E. Elaine M. Tucker

Susan M. Wood

Pamela L. Jones

FOR THE BOARD OF EDUCATION

Sally L. O'Brien

Robert L. Hayes

Chester J. O'Brien



SCHEDULE A  
SALARY SCHEDULE

Step	BA		MA/BA + Cont + 30	
	<u>1994/95</u>	<u>1995/96</u>	<u>1994/95</u>	<u>1995/96</u>
1	25,258	25,953	26,763	27,499
2	26,646	27,379	28,353	29,133
3	28,111	28,884	30,040	30,866
4	29,653	30,468	31,833	32,708
5	31,295	32,156	33,724	34,651
6	33,006	33,914	35,729	36,712
7	34,830	35,788	37,854	38,895
8	36,752	37,763	40,105	41,208
9	38,772	39,838	42,492	43,661
10	40,894	42,019	45,020	46,258
11	43,767	44,971	48,582	49,918

- A. A teacher with a MA degree plus 15 semester hours shall receive a three per cent (3%) increase over their step on the Master's schedule.
- B. A teacher with a Doctorate, Specialist of MA + 45 hrs shall receive a six per cent (6%) increase over their step on the Master's schedule.

DEAC94 ss

## SCHEDULE A

### Salary Schedule Provisions

- A. Experience outside the school system shall be evaluated by the Board. Credit shall be given for up to seven (7) years outside teaching experience, provided the prior experience of the teacher has been satisfactory and is directly related to the position for which they are being hired. The Board may grant in excess of seven (7) years experience credit at its discretion. No credit shall be given for a fractional part of a year. Credit for experience within the Durand Area Schools will be allowed if a teacher should leave this system and return; provided, however, that during the teacher's absence, he did not accept employment elsewhere.
- B. Except as hereinafter provided, credit for experience within the Durand Area Schools will be allowed after the completion of two (2) full consecutive semesters, or after the completion of one full academic school year to qualify for the next step on the salary schedule. (The teachers employed at the beginning of the second semester will receive one-half (1/2) year teaching experience credit. At the beginning of the following school year, those teachers will be placed on the next one-half (1/2) step.
- C. The salary and benefits for part-time teachers will be prorated according to his/her schedule. Part-time teachers working less than half-time, will not be eligible under the insurance provisions of this agreement.

Teachers working half-time or more will receive fully paid Plan B.

The deduction ratio for time missed by full or part-time teachers shall be consistent with the total work time required for the year.

- D. Additional compensation shall be allowed for teachers whom have been contracted by the Board to perform extra-load assignments during the regular day for a full school year in the following areas: (1) for secondary school teachers accepting extra class assignments, the teacher will be compensated an additional prorated portion of the teacher's base salary; (2) for the high school extra study hall assignment, the teacher will be compensated an additional 1/8th of the teacher's base salary step.

- E. Semester hours or equivalent to be applied for salary increment credit must be in the subject area in which the teacher is teaching or is certified to teach or must be toward an anticipated assignment in this district toward which a teacher is working with mutual understanding about the purpose. Any question about courses not covered in this statement should be cleared prior to registration by the Superintendent or designee.
- F. Credit hours are to be completed before September 1st of the school year in which the increment is given. A transcript, grade report, or official letter from the registrar verifying the completed credits is required as evidence and must be presented to the Superintendent not later than September 15 of the year in which the increment is sought.
- G. Teachers hiring into the system and submitting course work for credit shall be responsible to pursue all questions to a point of decision with the Superintendent or his designee and accept credit as shown on the teacher's contract of employment.
- H. BA + Permanent or Continuing + 30 hours. By way of explanation is as follows: BA + 30 semester hours exclusive of the hours needed to obtain permanent or continuing certification.
- I. For the 1994/95 and 1995/96 contract years, the Board will schedule two (2) optional professional development days. Attendance will be voluntary. Teachers who attend will be paid \$100.00 per day.

**SCHEDULE B**  
**1994/95 COMPENSATION FOR EXTRA CURRICULAR ACTIVITIES**

(Percentage of Teacher's Base Step)

High School

Head Varsity Football Coach	10%
Asst. Football Coaches	7%
Varsity Cross Country Coach	4%
Varsity Golf Coach	4%
Varsity Tennis Coaches	4%
Varsity Basketball Coaches	10%
J.V. Basketball Coaches	7%
Freshman Basketball Coaches	7%
Varsity Volleyball Coach	10%
J.V. Volleyball Coach	7%
Varsity Wrestling Coach	10%
Assistant Wrestling Coach	7%
Varsity Soccer Coaches	8%
Varsity Track Coaches	8%
Asst. Track Coach	4%
Varsity Baseball Coach	8%
J.V. Baseball Coach	4%
Freshman Baseball Coach	4%
Varsity Softball Coach	8%
J.V. Softball Coach	4%
Cheerleading Coach	4% (per season-fall/winter)
Asst. Cheerleading Coach	3%
Varsity Pom Pon Coach	4%
Debate and Forensics Advisor	3%
Vocational Contact Person	5%
Band Director	10%
Asst. Band Director	7%
Vocal Music Director	7%
Director of Guidance	5%
FFA Sponsor	5%
Senior Class Sponsor	4%
Jr. Class Sponsors (2)	3%
Fall/Spring Play Advisor	4% (each play)
Quiz Bowl/Academic Team Adv.	4%
Dept. Chairpersons (7)	4%
Driver Education Instructor	\$19.36/hour
Extra Teaching Duties	\$16.59/hour
After School Detention	\$19.36/hour
Saturday Detention	\$19.36/hour
Lunchroom Supervision	\$10.15/hour

Junior High School

8th Gr. Football Coach	4%
8th Gr. Basketball Coaches	4%
7th Gr. Basketball Coaches	4%
7th/8th Gr. Volleyball Coaches	4%
Jr. High Wrestling Coach	4%
Jr. High Track Coaches	4%
Jr. High Cheerleading Coach	4%
(per season-fall/winter)	
Dept. Chairpersons(6)	4%
Extra Teaching Duties	\$16.59/Hr.
Lunch Period Supervision	\$10.15 per period

Elementary

Extra Teaching Duties	\$16.59/Hr.
Bus Duty	\$16.59/Hr.

Advisory/Curriculum Council Members:\*

Elementary Curr. Council - limit 13  
District Curr. Council-per Bd. policy

\* The salary of committee members is determined by using the member's salary from Schedule A and using the formula 1/186th divided by 6 = hourly rate

**SCHEDULE B**  
**1995/96 COMPENSATION FOR EXTRA CURRICULAR ACTIVITIES**  
 (Percentage of Teacher's Base Step)

High School

Head Varsity Football Coach	10%
Asst. Football Coaches	7%
Varsity Cross Country Coach	4%
Varsity Golf Coach	4%
Varsity Tennis Coaches	4%
Varsity Basketball Coaches	10%
J.V. Basketball Coaches	7%
Freshman Basketball Coaches	7%
Varsity Volleyball Coach	10%
J.V. Volleyball Coach	7%
Varsity Wrestling Coach	10%
Assistant Wrestling Coach	7%
Varsity Soccer Coaches	8%
Varsity Track Coaches	8%
Asst. Track Coach	4%
Varsity Baseball Coach	8%
J.V. Baseball Coach	4%
Freshman Baseball Coach	4%
Varsity Softball Coach	8%
J.V. Softball Coach	4%
Cheerleading Coach	4% (per season-fall/winter)
Asst. Cheerleading Coach	3%
Varsity Pom Pon Coach	4%
Debate and Forensics Advisor	3%
Vocational Contact Person	5%
Band Director	10%
Asst. Band Director	7%
Vocal Music Director	7%
Director of Guidance	5%
FFA Sponsor	5%
Senior Class Sponsor	4%
Jr. Class Sponsors (2)	3%
Fall/Spring Play Advisor	4% (each play)
Quiz Bowl/Academic Team Adv.	4%
Dept. Chairpersons (7)	4%
Driver Education Instructor	\$19.89/hour
Extra Teaching Duties	\$17.05/hour
After School Detention	\$19.89/hour
Saturday Detention	\$19.89/hour
Lunchroom Supervision	\$10.43/hour

Junior High School

8th Gr. Football Coach	4%
8th Gr. Basketball Coaches	4%
7th Gr. Basketball Coaches	4%
7th/8th Gr. Volleyball Coaches	4%
Jr. High Wrestling Coach	4%
Jr. High Track Coaches	4%
Jr. High Cheerleading Coach	4%
(per season-fall/winter)	
Dept. Chairpersons(6)	4%
Extra Teaching Duties	\$17.05/Hr.
Lunch Period Supervision	\$10.43 per period

Elementary

Extra Teaching Duties	\$17.05/Hr.
Bus Duty	\$17.05/Hr.

Advisory/Curriculum Council Members:\*

Elementary Curr. Council - limit 13  
 District Curr. Council-per Bd. policy

\* The salary of committee members is determined by using the member's salary from Schedule A and using the formula  $1/186\text{th} \div 6 = \text{hourly rate}$

DURAND AREA SCHOOLS  
1994-1995 School Calendar

First Day of School	Aug. 29	Presidents' Day	Feb. 20
Labor Day	Sept. 5	Spring Recess	Apr. 3 - 7
Parent/Tchr Conf.	Nov. 10 & 11	Good Friday	Apr. 14
Thanksgiving Recess	Nov. 24-25	Memorial Day	May 29
Christmas Recess	Dec. 19-Jan. 2	End of School Year for Students	June 14

	SEPTEMBER (24)				
AUG.	M	T	W	TH	F
	29 *	30	31	1	26
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

	FEBRUARY (18)				
	M	T	W	TH	F
			1	2	3
	6	7	8	9	10
	13	14	15	16	17 (Opt.)
	20	21	22	23	24
	27	28			

	OCTOBER (20)				
	M	T	W	TH	F
	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				

	MARCH (22)				
	M	T	W	TH	F
			1	2	3
	6	7	8	9	10
	13	14	15	16	17 (Opt.)
	20	21	22	23	24
	27	28	29	30	31

	NOVEMBER (18)				
	M	T	W	TH	F
		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		

	APRIL (14)				
	M	T	W	TH	F
	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28

	DECEMBER (12)				
	M	T	W	TH	F
				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

	MAY (22)				
	M	T	W	TH	F
	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		

	JANUARY (20)				
	M	T	W	TH	F
	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30 #	31			

	JUNE (10)				
	M	T	W	TH	F
				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

- \* Start of School Year
- # Start of Second Semester
- Holiday
- Professional Dev. Day/Teacher Day (no school for students)

TOTAL STUDENT DAYS OF INSTRUCTION = 180  
TOTAL TEACHER WORK DAYS = 186