

LABOR AGREEMENT

BETWEEN THE

**MUNISING MICHIGAN EDUCATION
SUPPORT PERSONNEL ASSOCIATION**

(MESPA)MEA/NEA

AND THE

**BOARD OF EDUCATION
MUNISING PUBLIC SCHOOLS**

EFFECTIVE: JULY 1, 2007 TO JUNE 30, 2009

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AGREEMENT

PROFESSIONAL AGREEMENT

between the

SHIAWASSEE COUNTY EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF THE DURAND AREA SCHOOLS

This Professional Agreement entered into 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 I - RECOGNITION

- A. The Board 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 certified personnel under contract to the Durand Area Schools, including: teachers, guidance counselors, librarians, psychologists and social workers. Any person employed in the same certified position for more than sixty (60) continuous work days shall be a member of the Association and granted all rights of the Master Agreement. (The sixty (60) continuous work day requirement may be extended, by mutual consent, for reasons of financial need, certification and/or a teacher on leave.)
- B. Substitutes of less than sixty (60) continuous work days in the same position, supervisory and executive personnel (including teaching principals), athletic director, office and clerical employees and all other employees of the Durand Area Schools are excluded from the bargaining unit.
- C. The term "teacher", when used in this agreement, shall refer to all employees represented by the Association in the Durand Area Schools.
- D. The term "secondary" shall include middle school/junior high school and high school staffs.

ARTICLE II - MANAGEMENT RIGHTS

- A. The Board, on its behalf, and on behalf of the electors of the school district, 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:
1. To the executive management and administrative control of the school system and its properties, facilities, and employees.
 2. 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;
 3. 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;
 4. To adopt rules and regulations;
 5. To determine the qualifications of employees subject to the provisions of law;
 6. To determine the number and location or relocation of its facilities, including the establishment or relocation of new school buildings, departments, divisions or subdivisions, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 7. To determine all financial and educational policies;
 8. To determine the size of the management organization, its functions, authority and table of organization.
- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, practices, and the use of judgment and discretion, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and the laws of the State of Michigan and the United States.

ARTICLE III - ASSOCIATION RIGHTS

- A. Nothing in this agreement shall deny or restrict any individual rights provided under Michigan or United States Law.
- B. The Association and its members shall have the right to use school building facilities for meetings as provided by Board Policy. Bulletin boards and other established communication media, including electronic resources, shall be made available to the Association and its members as provided by Board policy.
- C. 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 IV - AGENCY SHOP

- A. Employees covered by this agreement shall within thirty (30) calendar days of their hire by the Board become members of the Association, or in the alternative, shall pay to the Association each month a service fee determined in accordance with the MEA policy and procedures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

The deduction of dues and service fees is required as a condition of this agreement and shall therefore be payroll deducted pursuant to the authority set forth in MCLA 408.477.

- B. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay, after receipt of the amounts by the business office, and continuing through the last pay period in May of each year. Monies so deducted will be transmitted to the Association, or its designee, no later than the twenty (20) days following each deduction.
- C. In exchange for the Board's cooperation with the Association and its counsel, and the Association's right to compromise and settle any dispute involving an involuntary deduction under this Article, the Association will indemnify and hold the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.
- D. If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal and State Law.

ARTICLE V - SCHOOL IMPROVEMENT

- 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.

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

ARTICLE VI – PROFESSIONAL DEVELOPMENT

- A.** The Board 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.
- B.** 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.
- C.** Requests for attendance at professional development programs by an individual teacher that are denied by the building principal may be appealed to the superintendent for a final decision.
- D.** The District agrees to provide training, at its expense, for members of the bargaining unit who wish to acquire necessary skills to use the District's electronic resources.
- E.** The Association may select non-tenure teachers for up to ten (10) total days of Association sponsored professional development. The Association shall pay the fees for the professional development.

ARTICLE VII - ASSIGNMENTS

- A. The normal weekly teaching load for secondary teachers will be twenty-five (25) teaching periods and five (5) planning periods. Middle school teachers shall also have a homeroom period each day.

Elementary planning will be a minimum of thirty (30) minute blocks during each instructional day. Teachers of art, music, physical education, language, counseling and electronic media shall be scheduled planning periods, exclusive of lunch period and driving time, equivalent to those of elementary classroom teachers.

Planning periods shall be devoted, but not limited to, activities such as 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.

Elementary teachers will not be regularly assigned to recess or bus duty.

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

- B. Secondary high school teachers assigned more than three (3) preparations in any trimester/semester shall be compensated at the Extra Duty pay rate of one (1) hour per extra preparation per school day.

Secondary middle school teachers assigned more than four (4) preparations in any trimester/semester shall be compensated at the Extra Duty pay rate of one (1) hour per extra preparation per school day.

Secondary high school and middle school traveling teachers assigned more than four (4) preparations in any trimester/semester shall be compensated at the Extra Duty pay rate of one (1) hour per extra preparation per school day.

- C. Since the frequent involuntary transfer of teachers is disruptive to the educational process and interferes with optimum teacher performance, the parties agree that involuntary transfer of teachers are to be minimized and avoided whenever possible.
- D. Teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study.
- E. Student teachers shall only be assigned to teachers who have attained tenure and have, at least three (3) additional years experience in the Durand Area Schools. A teacher shall have the right to accept or reject the assignment of a student teacher.

- F. 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. 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 VIII - TEACHING CONDITIONS

- A. 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.

- B. 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.

- C. The pupil-teacher ratio is an important aspect of an effective educational program. The Board of Education will attempt to equalize pupil-teacher ratio at the elementary level by the following methods: examining and adjusting school boundaries, examining and adjusting bus routes, closing all classes that reach optimum class size after the first day of registration and assigning new families to buildings with lower class size, and examining schools of choice policy and its effect on a building's class size. Mainstreamed students shall be considered in this equalization process.

<u>CLASS OR GRADE LEVEL</u>	<u>RECOMMENDED (Optimum)</u> <u>CLASS SIZE</u>
Young Five (Y5)	19
Kindergarten-First Grade	19
Elementary Grades (2-6)	20
Multi-level Elementary Classrooms	20
Special Education Classes	(will be in concurrence with State law)
Secondary	25
High School English Classes (where emphasis is on theme writing)	20

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 fifty percent (50%) or more of the instructional day.

- D. 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.

- E. 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 made by its representatives and the Association.

The Board, 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 will provide in-service to implement this goal.

- F. Upon a written requisition from the Association's professional library committee and approval of the Superintendent, materials for a professional library will be purchased, within budgetary allowances established by the Board.
- G. 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.
- H. Communication media 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.
- 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 judgment 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 IX - TEACHING HOURS

- A. Teachers are to be in their classrooms or duty stations ten (10) minutes prior to the start of the school day and remain ten (10) minutes after the end of their building's regularly scheduled school day.

Staff/parent meetings and other assigned tasks that extend beyond the teacher's normal working day shall be reasons for the adjustment of the times and when they exceed two (2) hours per month shall be compensated as Extra Teaching Duty on Schedule B. This shall not apply to Department Chairpersons who are already compensated on Schedule B.

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

ARTICLE X - DEPARTMENT CHAIRPERSONS

- A. Department Chairs will be selected by teachers of the department. If no chairperson is selected by the teachers of the department, the building principal will select the chairperson.
- B. Failure to perform the responsibilities as Department Chairperson will result in no compensation under Schedule B.

C.

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. At Risk
 - c. Counseling
 - d. Library
 - e. Interactive T.V.
8. **Counseling**

MIDDLE 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. Interactive T.V.
 - e. Computers
7. **Counseling**

- D. Department Chairpersons responsibilities include working 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. Course descriptions
- i. Goals and objectives

2. Allocation of Resources

- a. Supplies
- b. Textbooks
- c. Equipment
- d. Finances

3. Scheduling

- a. Preliminary distribution of classes
- b. Conferences and professional development

ARTICLE XI - MENTORING

- A. Pursuant to Section 1526 of the Michigan School Code, for the first four (4) years of employment as a classroom teacher, a new teacher will be assigned one or more mentors.

The selection of mentors will be agreed upon by the bargaining unit and the Superintendent of Schools and such assignments shall be voluntary. A mentor shall have attained tenure and have a minimum of three (3) additional years of experience in the Durand Area Schools. In making appointments, the Board will take into consideration, degrees earned, areas of certification, professional development activities and the performance record of internal and external applicants.

- B. If the mentor selected is a teacher within the bargaining unit, consideration will be given to assigning a mentor within the same building.
- C. Mentor assignments will normally be for the entire four (4) year period. Requests for release from the mentor assignment or for change in mentors will be directed to the superintendent in writing, stating the reasons for the requested change. Release from the assignment or requests for a change in mentors will be made for good cause.
- D. The honorarium of \$500 for mentor assignments will be paid for each of the first three (3) years. The fourth (4th) year the mentor is paid \$250. In the event the mentor is released from the assignment, the honorarium will be prorated accordingly.
- E. The responsibilities of the mentor will be determined by the administration. The responsibilities will include, assisting the teacher in fulfilling the objectives of the teacher's Individual Development Plan and guidance in such areas as classroom management and instructional delivery.
- F. The parties agree the relationship between mentor and probationary teachers shall be confidential and further agree that mentors and probationary teachers will not conduct performance evaluations under Article 16. The parties further agree that, absent being subpoenaed, mentors will not be involuntarily called as a witness in administrative hearing, court proceedings or grievance hearings.
- G. Any concerns or input relative to the selection of mentors or procedures utilized in the mentoring process, will be directed to the contract maintenance procedures set forth in Article 17 (C).
- H. In year one, the mentor and mentee will be required to attend a two-day workshop prior to the beginning of the school year. The mentor will be paid at a rate of \$150 per day.

ARTICLE XII - TEACHER RIGHTS AND DISCIPLINE

- A. No teacher shall be disciplined, reprimanded or reduced in compensation without just cause. Due Process shall apply in all cases.
- B. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitated the disciplinary action, and all disciplinary action will be documented. In recognition of the concept of corrective discipline, the parties agree that:
1. Any incident which may require disciplinary action by an administrator shall be promptly brought to the attention of, and discussed with, the teacher. The administrator shall keep a written record of the event and discussion with a copy given to the teacher. This record shall not become part of the teacher's personnel file unless disciplinary action is taken. If no disciplinary action is taken within a twelve (12) month period the record shall be destroyed.
 2. Teacher disciplinary problems of a minor nature such as; arriving late or leaving early without permission, missing deadlines in submitting forms, missing a meeting, etc.; within a twelve (12) month period, at least one (1) written warnings in conjunction with a similar offense followed by a written reprimand may be beneficial and may be employed by the district in correcting them. If no further similar offense occurs within two (2) years written warnings will be removed from the teacher's file.
 3. More serious disciplinary problems such as; insubordination, substance abuse, gross misconduct, etc.; are not subject to the provisions of XII,B,2 above. Serious disciplinary problems may result in a written reprimand (without warnings), suspension with pay, administrative leave or other actions deemed appropriate.
- C. A teacher shall at all times be entitled to have a representative of the Association present when being investigated, reprimanded, warned or otherwise disciplined for any infraction of discipline or delinquency in professional performance. When a request for representation is made, no action shall be taken with respect to the teacher until the Association is present. (This should be part of the record and be signed by the teacher.)
- D. The private and personal life of any teacher is not within the concern of the Board unless the teacher's actions reflect detrimentally on the school system.
- E. The Michigan Education Assessment Program results and standardized achievement test results will not be used as the basis for issuing discipline.
- F. No polygraph or lie detector device shall be used in an investigation of any teacher.
- G. Each teacher shall have the right, upon request, to review the contents of all of their personnel files. The teacher may request a representative of the Association to participate in the review.

Within one (1) work day after a Freedom of Information Act (FOIA) request, a teacher shall be notified of the FOIA request for his/her personnel file or any information contained in the personnel file by an administrator. If the teacher indicates that he/she will challenge whether the information must be disclosed under FOIA, the Board will take the maximum time permitted by FOIA before it responds to the FOIA request.

ARTICLE XIII - PROTECTION OF TEACHERS

- A.** The Board recognizes its responsibility to give 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 student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, and after an investigation of the situation, if the administration so agrees, the administration will make appropriate referral and where necessary, take reasonable steps to relieve the teacher of responsibilities with respect to the student.
- B.** Any case of written, verbal or physical 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 regarding rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the 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's 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 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 assault on the teacher/teacher's property while on duty on the school premises up to 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 complaints which may require action by an administrator shall be promptly called to the teacher's attention. If the teacher has inquired about a complaint, then it shall be discussed with the teacher.
- G.** Teachers shall be expected to exercise reasonable care with respect to the safety of pupils, property, and electronic resources; but shall not be held individually liable by the Board for student misuse of District electronic resources and for any damage or loss to person or property except in the case of negligence or neglect of duty.

ARTICLE XIV - SENIORITY AND QUALIFICATIONS

- A. **Seniority** - shall be determined from the teacher's first day of work in the District. Seniority shall mean years of uninterrupted, continuous service with the District. Approved leaves of absence will not interrupt continuous service; however, seniority will not accumulate while on a leave of absence.

When more than one bargaining unit member has the same hire date, the member with the lowest last four digits of their social security number has higher seniority.

- B. **Qualifications** - shall be defined as follows:

1. A teacher shall be qualified for a placement in a position at the Pre K-5 grade level providing the teacher has elementary certification.

For placement in an elementary special area position: physical education, art, music, language, counseling and electronic media, the teacher must have the corresponding teaching certificate endorsement.

2. A teacher shall be qualified for placement in a position at the middle school/junior high school level if the teacher has certification and has a major or minor in the general subject area or courses to be taught and meets all applicable standards for a "highly qualified teacher" under the No Child Left Behind Act, including the NCLB Final Regulations. 34 CFR 200.55-56, and the Michigan Definition for Identifying Highly Qualified Teachers, as approved by the Board of Education.

ARTICLE XV - VACANCIES

- A. A vacancy shall be defined as a position which is unfilled because it is newly created, or because the individual who previously held the position has terminated his/her employment in the bargaining unit by resignation, retirement or death, or has transferred to another position either with or outside the bargaining unit.
- B. Teachers shall file a Letter of Preference (Appendix A) yearly with the Superintendent on or before April 1 if a change in position or extracurricular assignment is desired. Letters of Preference will result in the teacher being notified and considered for appropriate vacancies.
- C. Notice of a vacancy shall be posted in each of the District's buildings 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.
- D. Vacancies shall be posted for not less than ten (10) calendar days. Vacancies shall be posted by grade in elementary grades, and by disciplines at the secondary level.
- E. Any teacher may apply for a vacancy. In filling a vacancy, the Board agrees to consider the professional background, training, and educational attainments of all candidates (including candidates from outside of the school district), district seniority and other relevant factors. Bargaining unit members who are not hired for vacancies may request the reasons they were not hired for the position.

When a vacancy occurs during the school year, the vacancy shall be posted and awarded. Any necessary transfer of an employee that may occur because of the awarded position may be delayed until the next semester or school year.

- F. In the event that a position is eliminated, the teacher holding that position shall be considered to be displaced. If more than one holds that (or a similar) position this procedure will be followed:
 - 1. All persons holding these positions shall be asked to voluntarily transfer to another position.
 - 2. In the event that no one volunteers, the person holding the least district seniority shall be transferred.
 - 3. The displaced teacher shall have the choice of any open position for which they are certified. The order of choice shall be based on district seniority.
 - 4. In the event that the administration believes this process will not meet their staffing needs, a detailed written explanation of the reasons for not following the above procedures shall be provided to the Association and all effected teachers.
 - 5. If a position is reinstated within two (2) school years the teachers displaced from that position shall have the option of filling the position in order of district seniority.
- G. All letters of Preference shall be held in abeyance until all displaced teachers are accommodated.

ARTICLE XVI - TEACHER EVALUATION

- A. The purpose of the 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.
- B. Teachers shall be evaluated by a certified Durand Area Schools administrator. In cases where the teacher may have more than one immediate supervisor, the teacher should be informed at the beginning of the semester or shall be informed at least five (5) days prior to the first observation who will be the evaluator for the semester. A teacher shall not be observed for the purpose of evaluation by other teachers, mentors, aides, parents, or students.
- C. **The Procedures For Evaluation Shall Be:**
1. All formal observations 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, electronic media, and similar surveillance devices shall be strictly prohibited.
 2. Observations shall consist of at least a twenty (20) minute work station visit and reported on the observation form (Appendix B1 for teachers and Appendix B2 for counselors).
 3. Tenure teachers shall be evaluated at least once every three (3) years. Non-tenure teachers shall be evaluated at least once each year. The process shall include:
 - a. Pre-conference (1-3 days prior to the observation).
 1. Date/time of observation
 2. Lesson to be observed
 3. Focus of observation (see observation report Appendix B).
 - b. First observation.
 - c. Post-conference (within 5 days of the observation).
 - d. At least one (1) additional observation (may be unannounced).
 - e. Post-conference (within 5 days of the observation).
 1. Discussion of observation report
 2. Recommendations
 - f. Final evaluation meeting by May 2.
 1. Discussion of summary evaluation
 4. The teacher may request a copy of all observation notes.
- D. **Teacher Evaluation Rights Shall Be:**
1. If a teacher does not agree with the evaluation, the teacher may submit a self-evaluation or letter of dissent.
 2. Judgment must not be arbitrary or capricious but must be supported by evidence.
 3. Should the observation demonstrate that a teacher has any area that is unsatisfactory or needs attention, 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. Indicate 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.
4. In the event a probationary teacher is not recommended for continued employment, the administration shall advise the teacher by May 2nd that the teacher's work is unsatisfactory and inform the teacher in writing of the reasons.
- E. The contents of an evaluation of teacher performance are grievable up to and including the Arbitration Level (Level 4) of the grievance procedure.
- F. An Individual Development Plan (IDP) will be based on criteria from the observation form and acceptable teaching practices.

ARTICLE XVII - PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this agreement are in Schedule A. For extra-curricular and other teaching duties, the teacher shall be paid according to Schedule B.

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 professional development time per year than required by the State. Professional development time 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. All 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 leave day for each six (6) hours of substituting. All teachers shall be credited with time equal to that preparation time which is lost. Leave days earned under this provision are not accumulative. Any partial or full days earned during the last two (2) 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.
- C. The Board may grant experience credit at its discretion at the time of hiring. Credit for experience within the Durand Area Schools will be allowed if a teacher should leave this system and return provided employment was not accepted elsewhere.
- D. Experience for the next step on the salary schedule will be allowed after the completion of two (2) full consecutive semesters, or after the completion of one full academic school year. 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.
- E. The salary and benefits for part-time teachers working more than half-time will be prorated according to their schedule. Teachers working half-time will receive fully paid Plan B. Part-time teachers working less than half-time will not be eligible under the insurance provisions of this agreement.

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

- F.** Additional compensation shall be allowed for teachers 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 salary from Schedule A; (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.
- G.** Semester hours or equivalent to be applied for salary increment credit must be in an area which is currently offered or is anticipated to be offered by Durand Area Schools.
- Any question about courses not covered in this statement should be approved prior to registration by the Superintendent or designee.
- H.** 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 on the attached form (Appendix C) within two weeks of the beginning of the semester in which the increment is sought.
- I.** The Board may schedule optional professional development days. Attendance will be voluntary.

ARTICLE XVIII - LEAVES

- A. Leave days are intended for personal illness, family illness, personal business, bereavement, legal business, or other situations which require attendance during a work day.

Leave days are not for casual or indiscriminate use and shall not be used to extend vacation or Holiday periods. Exceptions may be granted at the discretion of the Superintendent in extenuating circumstances. Whenever possible, leave days to be used for a known situation should be pre-scheduled.

Teachers shall be allowed sixteen (16) leave days per school year. All unused leave days shall accumulate to one hundred twenty-one (121) days.

Any teacher who needs more than six (6) leave days for personal business shall discuss the reason with their principal.

Any teacher who needs more than six (6) leave days, except for personal illness, shall discuss the reason with their principal.

Improper use of leave days may lead to disciplinary action.

B. Paid Leaves Chargeable Against Leave Days:

1. Personal illness.
2. Family illness.
3. Personal Business - six (6) days per year.
4. Bereavement for non-immediate family or a non-relative held in the same regard. Grandparents/children, son/daughter-in-law, brother/sister-in-law, nephew/niece, first cousin or a non-relative living in the household of the employee.

C. Paid Leaves Not Chargeable Against Leave Days:

1. Bereavement for immediate family (spouse, child, parents, siblings, parent-in-laws) five (5) days.
2. Court appearance as a witness in any case connected with the teacher's employment or the school, unless the suit is by the teacher against the district.
3. If a teacher is not excused from Jury Duty, the teacher shall be compensated for the difference between the normal salary and the compensation received from the court (less reimbursed expenses).

D. Unpaid Leave

1. Notwithstanding any other provision of this agreement, the district reserves the right to exercise those rights afforded to it under the Family Medical and Leave Act and the rules adopted by the federal government for its implementation in assessing unpaid leave requests from eligible teachers.
2. A general leave of absence for up to one (1) year may be granted to a teacher. Application shall be made on the attached form (Appendix D).

The Board will review each application and make their decision taking into consideration the reasons for the teacher's request and the interests of the school district. When making the determination to grant a leave, the Board will not act in a capricious or arbitrary manner. Extensions of the leave may be granted by the Board.

During the leave of absence, the teacher shall receive no insurance benefits at Board expense; but the teacher may elect to continue insurance benefits by paying premiums of the elected coverage.

Teachers on leaves of absence shall prearrange their return to duty with the Principal. Reinstatement shall be to the teacher's former position if not eliminated.

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

E. Association Leaves

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 Association President. The Association will reimburse the district for substitute costs for the days used beyond twelve (12) with three (3) additional non-chargeable days for the president. Association time specifically requested by the Board or Superintendent shall not be charged against Association Days.

The Board shall also grant ten (10) leave days to be used for non-tenure teachers to attend Association sponsored professional development. The Board shall fund substitutes for the first five (5) professional development days.

F. Sick Leave Donation (From Letter of Agreement)

Sick leave donation shall only be for cases of extended absences (ten (10) days or longer) caused by a medical, or family medical, condition. Teachers who choose to donate one (1), two (2) or three (3) sick days to another employee shall do so voluntarily. No teacher shall be obligated. It shall be understood that each situation and /or person shall stand-alone. Donations will be kept confidential.

A teacher requesting a donation shall not be able to draw donated sick days until he/she has exhausted all but two (2) of his/her accumulated sick leave days. A teacher shall not be able to draw sick leave days beyond eligibility for Long Term Disability or Social Security. Teachers may donate sick leave days to any bargaining unit employee from either the same or any other bargaining or employee unit. In the event the number of sick leave days exceed the number of days necessary to meet the conditions outlined above it shall cause the "days" to be prorated of all donors and the residual amounts returned to the donor's accumulated sick leave. Any DEA member requesting a donation shall do so through the Association's Executive Board. The Executive Board shall bring the request to the attention of the District's employees. The attached form (Appendix F) shall be used for sick leave donations and returned to the Association's Executive Board. The completed Sick Leave Donation Form (Appendix F) shall be sent to the superintendent.

ARTICLE XIX - NEGOTIATIONS

- A. The cost of printing of this agreement shall be shared by the Association and the Board.
- B. This agreement constitutes the sole and entire agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during its duration. Collective bargaining agreements shall not be modified either formally or informally except as waived by the Board and the Association. This contract is subject to amendment, alteration, additions or waiver only by a subsequent written agreement between the Association and the Board.
- C. Contract maintenance meetings will be held by representatives of the Board and the Association to review the administration of the contract, discuss matters of common concern, and to resolve problems.

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.

- D. Any individual or supplemental employment contract between a teacher and the board is subject to the terms and conditions of this agreement. It is agreed that the collective bargaining agreement takes precedence over and governs such contracts and that such contracts are 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.
- E. If any provision of this contract is deemed invalid under Federal and/or State Law, said provision shall be modified to comply with the requirements of said Federal and/or State Law. All other provisions shall remain in full force and effect.

ARTICLE XX - LAYOFF/RECALL

- A. In the event of a lay off, after the student schedule is constructed, the order of reduction shall be:
1. Teachers will be laid off on the basis of non-probationary/probationary status, seniority, certification, and qualification. If more than one (1) teacher has the same start date, an impartial tie breaker shall be used to determine seniority position, which shall be the member with the lowest last four digits of their social security number has higher seniority.
 - a. Probationary teachers shall be laid off first, provided there is a non-probationary teacher certified, qualified and available to perform the duties of the probationary employee.
 - b. If the reduction of teaching personnel is still deemed necessary, then tenure teachers shall be subject to layoff on the basis of seniority, certifications and qualifications.
 2. Employees not covered by the Tenure Act (i.e. social workers) will serve a probationary period of the same length as new teachers under the Tenure Act.
 3. Written notice of lay off will be sent by certified mail to the teacher's last known address on file with the Board.
- B. In the event of a recall, the order of recall shall be:
1. Teachers shall be recalled in the inverse order of lay off to positions for which they are certified and qualified.
 2. The Board shall give written notice of recall by certified mail to the teacher's last known address on file with the Board.
 3. The teacher shall respond in writing by certified mail within ten (10) days of receipt of the Board's recall notice stating intentions. No response within the ten (10) day period will be considered a refusal.

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 layoff. Thereafter, a teacher shall lose the right to recall.

ARTICLE XXI - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be an alleged violation of the expressed terms of this agreement;
2. It is agreed that a grievance in response to discharge or demotion shall be deemed abandoned if the grievant(s) initiates an appeal of the discharge or demotion under the Tenure Act. Likewise, grievances shall be deemed abandoned if the grievant(s) files a claim or complaint seeking the same remedial relief as stated in the grievance in any other forum established by law or by regulation having the force of law.
3. 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. General Conditions

1. A written grievance shall be filed on the form in Appendix E.
2. Grievances not within the power and/or scope of the immediate supervisor to resolve may be entered at the Level Two (2) of the grievance procedure within twenty (20) days.

C. Hearing Levels

Level 1. A teacher and/or Association having cause for a complaint shall, within twenty (20) days of its occurrence or knowledge of its occurrence, file a grievance form (Appendix E) with the immediate supervisor. An Association representative may participate if requested by the teacher. A copy of the grievance form shall be given to the Association by the grievant at the time of filing. The immediate supervisor shall issue a decision within ten (10) days to the grievant and a copy filed with the Association by the immediate supervisor. After the filing of the grievance, an extension of up to ten (10) additional days shall be granted at the request of either party.

Level 2. If the grievance is not resolved or a decision is not issued at Level 1, the teacher and/or Association may file the grievance with the Superintendent within ten (10) days.

The Superintendent or designated agent shall arrange a meeting with the grievant and/or Association representative to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or designated agent shall issue a decision in writing, transmitting a copy to the grievant and the Association.

If the teacher and/or the Association is not satisfied with the disposition of the grievance or if no decision is issued, the Association may decide to take the grievance to Level 3 within ten (10) days.

Level 3. Following the decision by the Superintendent, either party may request mediation by MERC within ten (10) days.

Level 4. If as a result of mediation the grievance is not resolved, the Association may appeal the grievance to the American Arbitration Association within ten (10) days.

D. General Arbitration Provisions

1. The arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.
2. The parties may mutually agree to an arbitrator.
3. The fees and expenses of the arbitrator shall be paid by the loser.
4. Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
5. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.

E. Restrictions on the Arbitrator's Authority:

1. The arbitrator shall have no power to add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
2. The arbitrator shall have no power to rule on the content of an evaluation, unless the claim is that the content is false or in error. The arbitrator shall have the power to rule on the procedure.
3. The arbitrator shall have the power to rule on any discipline resulting from an evaluation.
4. The arbitrator shall have no power to interpret state or federal law.

F. Should an employee and/or Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant and/or association fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred.

G. All preparation filing, or presentation of grievances shall be held at times other than when the employee or Association representative are to be at their assigned duty stations except as agreed by the parties. In such instances, employees will suffer no loss of pay.

H. The time limits provided in this Article shall be strictly observed but may be extended by mutual agreement of the parties.

I. Any claim or grievance arising prior to the expiration of this Agreement may be processed through the grievance procedure until resolution.

J. 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.

K. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

ARTICLE XXII - 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>Category</u>	<u>Yrs of continuous service completed in Durand Area Schools</u>	<u>Rate per accumulated sick leave day</u>
5	5 yrs to 7-1/2 yrs	50% of current substitute teacher daily rate
10	7-1/2 to 12-1/2 yrs	56% of current substitute teacher daily rate
15	12-1/2 to 17-1/2 yr	64% of current substitute teacher daily rate
20	17-1/2 to 22-1/2 yrs	82% of current substitute teacher daily rate
25	22-1/2 to 27-1/2 yrs	91% of current substitute teacher daily rate
30	27-1/2 to 30 yrs	100% of current substitute teacher daily rate

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 XXIII - INSURANCE

The Board agrees to pay the premium cost of insurance coverage as set forth below.

- A. All teachers shall make proper application with the Business Office 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 programs:
 - 1. Plan "A" shall include Choices II, \$10/\$20 Rx, Social Security freeze, alcoholism/drug addiction and mental nervous offset, Wellness rider, Hearing rider), LTD (120 days, 70% of salary, \$5000. max.,, Delta Dental (Class I, 75; Class II, 75; Class III, 60; Max: UCR Class IV, 75 Max: UCR), \$30,000 Term Life and the VSP-3+ Vision Plan.
 - 2. Plan "B" shall include LTD, the same as Plan A, Delta Dental (Class I, 80; Class II, 80; Class III, 80; Max: UCR Class IV, 80 Max: UCR), 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 Choices II or 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 Plan A, will select MESSA-PAK Plan B.
- C. The Board of Education will reimburse employees the difference between \$5/\$10 versus \$10/\$20 RX deductible. The Board will reimburse employees for DAW prescriptions provided that the physician requests an exception with DRAMS. Upon documentation of the request and denial by MESSA, the Board will reimburse the cost to the employee.

ARTICLE XXIV – CONSOLIDATION OF DISTRICTS

- A. In the event this District shall be combined with one or more districts, the Board will use its best effort to assure continued employment of its professional staff in such consolidated, annexed or merged district.

SCHEDULE A - SALARY

Salary Schedule:

2008-09 – 1.75% on base
 2009-10 – 1.75% on base
 2010-11 – 1.75% on base

Longevity payment: Longevity payments earned after working 15 years, 21 years, 26 years and 30 years will be paid an additional percentage as follows:

15+ 1% (.0100) of Step 11 Base
 21+ 2.25% (.0225) of Step 11 Base
 26+ 3.75% (.0375) of Step 11 Base
 30+ 3.75% (.0375) of Step 30 Base

Professional Development Days: Two (2) required professional development days before the start of the school year paid at \$150.00 per day. Other professional development days will be built into the calendar.

2008-2009 Salary Schedule

<u>STEP</u>	<u>BA</u>	<u>MA OR BA+48</u>	<u>MA+15</u>	<u>MA + 45 EDS/PHD</u>
1	\$34,080	\$36,110	\$37,195	\$38,277
2	\$35,953	\$38,256	\$39,403	\$40,550
3	\$37,929	\$40,531	\$41,748	\$42,963
4	\$40,009	\$42,949	\$44,237	\$45,525
5	\$42,226	\$45,502	\$46,866	\$48,231
6	\$44,534	\$48,208	\$49,654	\$51,101
7	\$46,996	\$51,074	\$52,608	\$54,139
8	\$49,589	\$54,111	\$55,735	\$57,357
9	\$52,313	\$57,334	\$59,055	\$60,774
10	\$55,177	\$60,745	\$62,567	\$64,388
11	\$59,054	\$65,549	\$67,517	\$69,483
15+ Long	\$591	\$655	\$675	\$695
1% Step 11 Base	\$59,645	\$66,204	\$68,192	\$70,178
21+ Long	\$1,329	\$1,475	\$1,519	\$1,563
2.25% Step 11 Base	\$60,383	\$67,024	\$69,036	\$71,046
26+ Long	\$2,215	\$2,458	\$2,532	\$2,606
3.75% Step 11 Base	\$61,269	\$68,007	\$70,049	\$72,089
Step 30 Base	\$59,349	\$65,877	\$67,855	\$69,830
30+ Long	\$2,226	\$2,470	\$2,545	\$2,619
3.75% Step 30 Base	\$61,575	\$68,347	\$70,400	\$72,449

2009-2010 Salary Schedule

STEP	BA	MA OR BA+48	MA+15	MA + 45 EDS/PHD
1	\$34,676	\$36,742	\$37,846	\$38,947
2	\$36,582	\$38,925	\$40,093	\$41,260
3	\$38,593	\$41,240	\$42,479	\$43,715
4	\$40,709	\$43,701	\$45,011	\$46,322
5	\$42,965	\$46,298	\$47,686	\$49,075
6	\$45,313	\$49,052	\$50,523	\$51,995
7	\$47,818	\$51,968	\$53,529	\$55,086
8	\$50,457	\$55,058	\$56,710	\$58,361
9	\$53,228	\$58,337	\$60,088	\$61,838
10	\$56,143	\$61,808	\$63,662	\$65,515
11	\$60,087	\$66,696	\$68,699	\$70,699
15+ Long	\$601	\$667	\$687	\$707
1% Step 11 Base	\$60,688	\$67,363	\$69,386	\$71,406
21+ Long	\$1,352	\$1,501	\$1,546	\$1,591
2.25% Step 11 Base	\$61,439	\$68,197	\$70,245	\$72,290
26+ Long	\$2,253	\$2,501	\$2,576	\$2,651
3.75% Step 11 Base	\$62,340	\$69,197	\$71,275	\$73,350
Step 30 Base	\$60,387	\$67,029	\$69,042	\$71,052
30+ Long	\$2,265	\$2,514	\$2,589	\$2,664
3.75% Step 30 Base	\$62,652	\$69,543	\$71,631	\$73,716

2010-2011 Salary Schedule

<u>STEP</u>	<u>BA</u>	<u>MA OR BA+48</u>	<u>MA+15</u>	<u>MA + 45 EDS/PHD</u>
1	\$35,283	\$37,385	\$38,508	\$39,629
2	\$37,222	\$39,606	\$40,795	\$41,982
3	\$39,268	\$41,962	\$43,222	\$44,480
4	\$41,421	\$44,466	\$45,799	\$47,133
5	\$43,717	\$47,108	\$48,521	\$49,934
6	\$46,106	\$49,910	\$51,407	\$52,905
7	\$48,655	\$52,877	\$54,466	\$56,050
8	\$51,340	\$56,022	\$57,702	\$59,382
9	\$54,159	\$59,358	\$61,140	\$62,920
10	\$57,126	\$62,890	\$64,776	\$66,662
11	\$61,139	\$67,863	\$69,901	\$71,936
15+ Long	\$611	\$679	\$699	\$719
1% Step 11 Base	\$61,750	\$68,542	\$70,600	\$72,655
21+ Long	\$1,376	\$1,527	\$1,573	\$1,619
2.25% Step 11 Base	\$62,515	\$69,390	\$71,474	\$73,555
26+ Long	\$2,293	\$2,545	\$2,621	\$2,698
3.75% Step 11 Base	\$63,432	\$70,408	\$72,522	\$74,634
Step 30 Base	\$61,445	\$68,202	\$70,251	\$72,296
30+ Long	\$2,304	\$2,558	\$2,634	\$2,711
3.75% Step 30 Base	\$63,749	\$70,760	\$72,885	\$75,007

SCHEDULE B – COMPENSATION FOR EXTRA CURRICULAR ACTIVITIES

Paid on BA Scale

High School

Head Varsity Football Coach	10%
Asst. Football Coach	7%
Varsity Cross Country Coach	4%
Varsity Golf Coach	4%
Varsity Tennis Coach	7%
J.V. Tennis Coach	4%
Varsity Basketball Coach	10%
J.V. Basketball Coach	7%
Freshman Basketball Coach	7%
Varsity Volleyball Coach	10%
J.V. Volleyball Coach	7%
Freshman Volleyball Coach	7%
Varsity Wrestling Coach	10%
Assistant Wrestling Coach	7%
Varsity Soccer Coach	8%
JV Soccer Coach	4%
Varsity Track Coach	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%
(per season-fall/winter)	
Varsity Pom Pon Coach	4%

Junior High School

8th Gr. Football Coach	4%
8th Gr. Basketball Coach	4%
7th Gr. Basketball Coach	4%
7th/8th Gr. Volleyball Coach	4%
Jr. High Wrestling Coach	4%
Jr. High Track Coach	4%
Jr. High Cheerleading Coach	4%
(per season-fall/winter)	

NOTE: Any current teacher coaching assignments (as of 95/96) will continue to be paid on the teacher's salary base.

Paid On Teachers Base

M.S. Dept. Chairpersons (7)	4%
Debate and Forensics Advisor	3%
Vocational Contact Person	5%
Band Director	10%
Asst. Band Director	7%
Vocal Music Director	7%
FFA Sponsor	5%
Quiz Bowl/Academic Team Adv.	4%
H.S. Dept. Chairpersons (8)	4%
Fall/Spring Play Advisor	4% (each play)
High School Yearbook	3%
Senior Class Sponsor	4%
Junior Class Sponsor (2)	3%
Sophomore Class Sponsor	2%
Freshman Class Sponsor	2%
National Honor Society Sponsor	2%
Student Government Sponsor	2%
FCCLA Sponsor	4%
BPA Sponsor	4%
NCA Chair (3)	4%

(One each: Elementary, MS, HS)

Advisory/Curriculum Committee Members

Durand Instructional Group and other Curricular Groups \$30.00/hour

Extra Teaching Duty

Extra Teaching Duty pay \$30.00/hour

Additional Payments

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Driver Education Instructor (BA Base x .00077)	\$26.24/hr	\$26.70/hr	\$27.17/hr

NOTE: Any additional compensation stipend will be discussed with the Association in contract maintenance.

2008-09 SCHOOL YEAR CALENDAR

Date	Elementary	Middle School	High School
August 26, 2008	Professional Development for Teachers		
August 27, 2008	Professional Development for Teachers		
August 28, 2008	Teacher Workday		
August 29, 2008	No School - Labor Day Weekend		
September 1, 2008	No School - Labor Day		
September 2, 2008	1st Day Students - 1/2 Day Students a.m., 1/2 Day PD Teachers p.m.		
September 3, 2008	1/2 Day Students a.m., 1/2 Day PD Teachers p.m.		
October 15, 2008			P/T Conferences 5-8 p.m.
October 16, 2008			P/T Conferences 5-8 p.m.
October 31, 2008	End of 1st Marking Period		
November 3-7, 2008	P/T Conference Week		
November 7, 2008	No School for Students P/T Conferences a.m. PD for Teachers p.m.		No School for Students PD for Teachers All Day
November 20, 2008			1st Trimester Ends
November 21, 2008	No School For Students - PD for Teachers		No School for Students Teacher Records Day
November 24, 2008			2nd Trimester Begins
November 26, 2008	No School for Students - Teacher Comp Day		
November 27-28, 2008	No School for Students - Thanksgiving Break		
December 22-Jan 2, 2009	No School for Students - Winter Break		
January 5, 2009	Students Return to School		
January 16, 2009	End of 1st Semester (2nd Marking Period)		
January 19, 2009	No School for Students - Teacher Records Day		No School for Students PD for Teachers
January 21, 2009			P/T Conferences 5-8 p.m.
February 13, 2009	No School for Students - Mid-Winter Break		
February 16, 2009	No School for Students - President's Day		
February 26, 2009			2nd Trimester Ends
February 27, 2009	No School for Students - PD for Teachers		No School for Students Teacher Records Day
March 2, 2009			3rd Trimester Begins
March 20, 2009	End of 3rd Marking Period		
April 6-10, 2009	No School for Students - Spring Break		
April 13, 2009	Students Return to School		
April 22, 2009			P/T Conferences 5-8 p.m.
April 23, 2009	No School for Students - PD for Teachers		
May 25, 2009	No School for Students - Memorial Day		
May 27, 2009	1/2 Day Students a.m., 1/2 Day PD Teachers p.m.		
May 28, 2009	Last Day Students - 1/2 Day Students a.m., 1/2 Day PD Teachers p.m.		
May 29, 2009	Teacher Records Day		

2009-10 SCHOOL YEAR CALENDAR

Date	Elementary	Middle School	High School
September 1, 2009	Professional Development for Teachers		
September 2, 2009	Professional Development for Teachers		
September 3, 2009	Teacher Workday		
September 4, 2009	No School - Labor Day Weekend		
September 7, 2009	No School - Labor Day		
September 8, 2009	1st Day Students - 1/2 Day Students a.m., 1/2 Day PD Teachers p.m.		
September 9, 2009	1/2 Day Students a.m., 1/2 Day PD Teachers p.m.		
October 14, 2009	No School For Students - PD for Teachers		
October 21, 2009			P/T Conferences 5-8 p.m.
October 22, 2009			P/T Conferences 5-8 p.m.
November 6, 2009	End of 1st Marking Period		
November 9-13, 2009	P/T Conference Week		
November 13, 2009	No School for Students P/T Conferences a.m. PD for Teachers p.m.		No School for Students PD for Teachers All Day
November 24, 2009			1st Trimester Ends
November 25, 2009	No School for Students - Teacher Comp Day		
November 26-27, 2009	No School for Students - Thanksgiving Break		
November 30, 2009	No School For Students - PD for Teachers		No School for Students Teacher Records Day
December 1, 2009			2nd Trimester Begins
December 21-Jan 1, 2010	No School for Students - Winter Break		
January 4, 2010	Students Return to School		
January 15, 2010	End of 1st Semester (2nd Marking Period)		
January 18, 2010	No School for Students - Teacher Records Day		No School for Students PD for Teachers
January 27, 2010			P/T Conferences 5-8 p.m.
February 12, 2010	No School for Students - Mid-Winter Break		
February 15, 2010	No School for Students - President's Day		
March 5, 2010	No School for Students - PD for Teachers		No School for Students Teacher Records Day 2nd Trimester Ends
March 8, 2010			3rd Trimester Begins
March 26, 2010	End of 3rd Marking Period		
April 2-9, 2010	No School for Students - Spring Break		
April 12, 2010	Students Return to School		
April 22, 2010	No School for Students - PD for Teachers		
April 28, 2010			P/T Conferences 5-8 p.m.
May 31, 2010	No School for Students - Memorial Day		
June 1, 2010	1/2 Day Students a.m., 1/2 Day PD Teachers p.m.		
June 2, 2010	Last Day Students - 1/2 Day Students a.m., 1/2 Day PD Teachers p.m.		
June 3, 2010	Teacher Records Day		

2010-11 SCHOOL YEAR CALENDAR

Date	Elementary	Middle School	High School
August 31, 2010	Professional Development for Teachers		
September 1, 2010	Professional Development for Teachers		
September 2, 2010	Teacher Workday		
September 3, 2010	No School - Labor Day Weekend		
September 6, 2010	No School - Labor Day		
September 7, 2010	1st Day Students - 1/2 Day Students a.m., 1/2 Day PD Teachers p.m.		
September 8, 2010	1/2 Day Students a.m., 1/2 Day PD Teachers p.m.		
October 13, 2010	No School For Students - PD for Teachers		
October 20, 2010			P/T Conferences 5-8 p.m.
October 21, 2010			P/T Conferences 5-8 p.m.
November 5, 2010	End of 1st Marking Period		
November 8-12, 2010	P/T Conference Week		
November 12, 2010	No School for Students P/T Conferences a.m. PD for Teachers p.m.		No School for Students PD for Teachers All Day
November 23, 2010			1st Trimester Ends
November 24, 2010	No School for Students - Teacher Comp Day		
November 25-26, 2010	No School for Students - Thanksgiving Break		
November 29, 2010	No School For Students - PD for Teachers		No School for Students Teacher Records Day
November 30, 2010			2nd Trimester Begins
December 20-31, 2010	No School for Students - Winter Break		
January 3, 2011	Students Return to School		
January 14, 2011	End of 1st Semester (2nd Marking Period)		
January 17, 2011	No School for Students - Teacher Records Day		No School for Students PD for Teachers
January 26, 2011			P/T Conferences 5-8 p.m.
February 18, 2011	No School for Students - Mid-Winter Break		
February 21, 2011	No School for Students - President's Day		
March 4, 2011	No School for Students - PD for Teachers		No School for Students Teacher Records Day 2nd Trimester Ends
March 7, 2011			3rd Trimester Begins
March 25, 2011	End of 3rd Marking Period		
April 4-8, 2011	No School for Students - Spring Break		
April 11, 2011	Students Return to School		
April 22, 2011	No School for Students - Good Friday		
April 27, 2011			P/T Conferences 5-8 p.m.
April 28, 2011	No School for Students - PD for Teachers		
May 30, 2011	No School for Students - Memorial Day		
May 31, 2011	1/2 Day Students a.m., 1/2 Day PD Teachers p.m.		
June 1, 2011	Last Day Students - 1/2 Day Students a.m., 1/2 Day PD Teachers p.m.		
June 2, 2011	Teacher Records Day		

DURATION OF AGREEMENT

This agreement shall be effective upon ratification by the Board of Education and the Association and shall continue in effect for three (3) years until the 31st day of August, 2011.

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

**FOR THE SCEA/DURAND
EDUCATION ASSOCIATION:**

**FOR THE BOARD OF
EDUCATION:**

APPENDIX A - LETTER OF PREFERENCE

(Must be filed by April 1, yearly)

NAME: _____ DATE: _____

CURRENT ASSIGNMENT

Building: _____

Grade Level: _____

Subject Area: _____

REQUESTED ASSIGNMENT:

Building: _____

Grade Level: _____

Subject Area _____

SIGNED: _____

APPENDIX B1 - DURAND AREA SCHOOLS OBSERVATION REPORT (teacher)

TEACHER: _____

ASSIGNMENT: _____

TEACHER STATUS: _____

OBSERVATION DATE/TIME: _____

PRE-CONFERENCE DATE: _____

POST-CONFERENCE DATE: _____

This instrument recognizes the need for adequate and proper evaluation of all teachers pursuant to Article XVI of the Professional Agreement between the Durand Area Schools Board of Education and the Durand Education Association.

The process of evaluation is categorized into three general areas:

- I. **TEACHING EFFECTIVENESS**
- II. **RELATIONSHIPS WITH STUDENTS**
- III. **PROFESSIONAL RELATIONSHIPS**

The evaluator indicates the perception of the teacher's performance and verifies this perception with written comments and offers specific suggestions for improvement, where needed.

The evaluator's signature indicates the person responsible for conducting the evaluation. The teacher's signature indicates that the teacher has read the evaluation. The teacher has the option to attach a letter of dissent, if so desired.

- S Satisfactory
- N Needs attention
- U Unsatisfactory

 Blank spaces indicate areas not discussed at the post-conference.

I. TEACHING EFFECTIVENESS

A. Teacher understands structure and substance of content being taught:

	S	N	U
1. Communicates objectives and relationship of activities to objectives to students; relates previous taught materials to current objectives and activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Breaks lessons into manageable and logical sequences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Utilizes appropriate materials for teaching lesson.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Gives directions and explanations relevant to the learning task.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Asks questions relevant to the learning task.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

II. RELATIONSHIP WITH STUDENTS

A. Teacher implements procedures that facilitate classroom management:

S N U

- | | | | | |
|----|---|--------------------------|--------------------------|--------------------------|
| 1. | Required minimum of time to make room physically comfortable and establish environment to begin instruction. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Utilizes students to accomplish appropriate routine tasks. Pupils proved to assume delegated responsibility: confusion is absent. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Seeks and implements strategies for maximizing time spent on productive activities. Minimizes time lost during transition or disruptions. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Establishes and enforces guidelines and classroom rules. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

OBSERVATIONS LEADING TO JUDGMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

B. Teacher provides a classroom climate conducive to learning:

S N U

- | | | | | |
|----|--|--------------------------|--------------------------|--------------------------|
| 1. | Shows evidence of concern for health and safety of pupils. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Demonstrates concern for each student as well as group. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Establishes procedures for basic routines. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Provides routines for increased student independence in assuming responsibility for work and behavior. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | Encourages cooperation in the care and planning of an attractive room. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. | Shows consideration of pupils' feelings. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. | Respects opinions and suggestions of students. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. | Encourages active participation by all students. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

OBSERVATIONS LEADING TO JUDGMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

III. PROFESSIONAL RELATIONSHIPS

		S	N	U
1.	Able to interpret the progress of students to parents with understanding and accuracy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Displays evidence that parents have been informed regarding the work of the classroom.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Sensitive to the ideals and standards of the school and community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Able to listen to, comprehend, and interpret idea(s) of others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Displays evidence of knowledge of correct oral and written expression in communication with others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Displays concern for professional growth by active participation in District sponsored Professional Development Programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Displays support for the School Improvement process.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS LEADING TO JUDGMENT:

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

SUMMARY EVALUATION BASED ON THE OBSERVATION REPORTS:

**APPENDIX B2 - DURAND AREA SCHOOLS
OBSERVATION REPORT (counselor)**

COUNSELOR: _____

BUILDING: _____

OBSERVATION DATE/TIME: _____

The evaluator will observe the following categories, assigning a numerical figure as follows: 3–Satisfactory, 2–Needs Improvement; 1–Unsatisfactory. If the information is insufficient for a certain item, it will be left blank.

I. PLANNING AND RESPONSIBILITIES

- () Methods and procedures used in the counseling area
- () Short and long term planning
- () Work with the curriculum council and curriculum issues
- () Department work
- () Knowledge of counseling techniques
- () Evaluation procedures for student achievement
- () Ability to do individual counseling
- () Communication with groups of students, parents, and staff
- () Flexibility

II. MANAGEMENT AND ADMINISTRATIVE RESPONSIBILITIES

- () Leadership
- () Rapport with students, parents, community members, and staff
- () Responsibilities for facilities and equipment
- () Organizational skills
- () Responsibilities outside of the guidance office
- () Maintains accurate records and adheres to district policy and procedures
- () Promptness and accuracy of reports
- () Observance of school policies
- () Record keeping

III. RELATED RESPONSIBILITIES

- () Extracurricular assignments
- () Relating materials and information to help students better understand occupational and professional careers
- () Community interest and participation in community affairs

IV. PERSONAL ELEMENTS

- () Personal appearance
- () Speech
- () Tact, patience, emotional maturity
- () Loyalty to school system
- () Physical health and/or attendance

V. NARRATIVE SECTION

General Comments: _____

Planning and Responsibilities: _____

Management and Administrative Responsibilities: _____

Related Responsibilities: _____

Personal Elements: _____

Conclusion: _____

I ACKNOWLEDGE THE RECEIPT OF A COPY OF THIS EVALUATION. ANY WRITTEN RESPONSE TO THIS FORM IS REQUESTED WITHIN FIVE DAYS.

EVALUATOR: _____
Signature

COUNSELOR: _____
Signature

DATE: _____

DATE: _____

APPENDIX C - GRADUATE CREDIT FORM

(Must be filed within two (2) weeks of the beginning
of the semester for salary placement change)

NAME: _____ DATE: _____

CURRENT SALARY PLACEMENT: _____

VERIFICATION OF CREDITS: PRESENTED CONFIRMED

SALARY PLACEMENT REQUESTED: _____

TEACHER SIGNATURE: _____

APPROVAL: DATE: _____

SUPERINTENDENT'S SIGNATURE: _____

APPENDIX D - LEAVE FORM

NAME: _____ **DATE:** _____

DATE LEAVE WILL BEGIN: _____

DATE LEAVE WILL END: _____

RETURN NOTIFICATION DATE: _____

ELECTION OF INSURANCE CONTINUATION: **YES** **NO**

TEACHER SIGNATURE: _____

For office use only

INSURANCE PAYMENT REQUIRED: \$ _____

PAYMENT DUE DATE: _____

COMMENTS:

APPROVAL SIGNATURE: _____ **DATE:** _____

APPENDIX E - GRIEVANCE FORM

Person(s) filing grievance: _____
Building: _____ Assignment: _____

LEVEL 1 (Immediate Supervisor)

Date of initial filing: ___/___/___ (Must be within twenty (20) days of occurrence or knowledge of occurrence of alleged contract violation.)

Date of violation: ___/___/___
Description of violation (Use attachment if necessary): _____

Contract provisions violated:
Contract Article _____, Section _____, Page _____
Contract Article _____, Section _____, Page _____
Contract Article _____, Section _____, Page _____

Relief sought (Use attachment if necessary): _____

____ Check here if attachment(s) are included.

Signed _____ Received by _____ / /
Person filing or DEA Rep.

____ Copy to Association by grievant

Last day for decision: ___/___/___ (within ten (10) days of filing)
Ten (10) day extension requested _____ by supervisor, _____ by grievant

Disposition of grievance: _____ Upheld, _____ Denied. Conditions (Use attachment if necessary): _____

____ Check if attachment(s) are included.

Signed _____ / / / Received by _____ / /
Supervisor Date Date

____ Copy to Association by Supervisor

LEVEL 2 (Superintendent or Designee)

Date of filing: ___/___/___ (Must be within ten (10) days of decision at Level 1.)

___ Check if new attachment(s) and/or information is included

Date of meeting to discuss grievance: ___/___/___

Persons present: _____

Last day for decision (within ten (10) days of meeting): ___/___/___

Disposition of grievance: ___ Upheld, ___ Denied. Conditions (Use attachment if necessary): _____

___ Check if attachment(s) are included.

Signed _____ / ___ / ___ / Received by _____ / ___ / ___
Superintendent Date Date

___ Copy to Association by Superintendent

Level 3 (Mediation)

Date of request (must be within 10 days of Superintendent's decision) ___/___/___

Requested by: _____

Please attach a copy of the parties interpretation of the Mediator's recommendations or report.

Level 4 (Arbitration)

Date of request (must be requested within 10 days of the end of mediation) ___/___/___

Requested by: _____

Please attach a copy of the Arbitrator's report.

Definitions

1. A grievance shall be an alleged violation of the expressed terms of the Professional Agreement, except no grievance may be filed where the Tenure Act may have jurisdiction.
2. The term "days" shall mean days in which school in session. During the summer months, the term "days" shall mean regular business days on which the administration building is open.

APPENDIX F - SICK LEAVE DONATION FORM

I _____ will donate _____ sick leave day(s) to
the following Durand Area School Employee: _____.

TEACHER SIGNATURE: _____

DATE: _____

(Donations will be kept confidential)

