

**MASTER AGREEMENT**

**between the**

**DAVISON COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

**and the**

**DAVISON EDUCATION ASSOCIATION  
MEA-NEA**

**2022/2023 and 2023/2024**

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**AGREEMENT BETWEEN THE BOARD OF EDUCATION  
OF DAVISON COMMUNITY SCHOOLS AND  
THE DAVISON EDUCATION ASSOCIATION MEA/NEA**

THIS AGREEMENT is entered into this 13<sup>th</sup> day of June 2022, effective the 1<sup>st</sup> day of July 2022, by and between the Board of Education of Davison Community Schools, Davison, Michigan, hereinafter called the "Board" or "District" and the Davison Education Association MEA/NEA, an affiliate of the Michigan and National Education Associations hereinafter called the "Association."

**WITNESSETH**

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 Board and the Association recognize and declare that providing a quality education for the children of Davison is their mutual aim; and

WHEREAS, the Association recognizes that the Board, under law, has the final responsibility for establishing policies for the District; and

WHEREAS, the Board recognizes the educational expertise of the teachers and views the consideration of educational matters as a mutual concern; and

WHEREAS, the parties have reached certain understandings which they desire to memorialize,

NOW THEREFORE, in consideration of the following covenants, it is hereby agreed as follows:

## ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, in accordance with Section eleven (11) of Act 379, Public Acts of 1965, for all certified professional personnel, (including personnel on tenure, probation, classroom teachers, curriculum coordinators, learning disability consultants, guidance counselors, librarians, school psychologists, social workers, speech and hearing therapists employed or to be employed by the Board) whether under contract, on leave, or on a per diem basis.

Excluded shall be Superintendent, Assistant Superintendent, Executive Director of Student Services, Executive Director of Operations, Director of Business Services, Director of Public Information, Principals, Assistant Principals, Athletic Director, paraprofessionals, office and clerical employees, custodial, maintenance, food service and transportation employees, substitutes, all temporary employees, contracted employees and other positions which are supervisory within the meaning of the Public Employment Relations Act.

The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above.

The term "Superintendent" when used hereinafter in this agreement shall refer to the Superintendent or his/her designee.

A bargaining unit member who is not eligible for tenure shall be treated under the same processes/timelines of this contract as the probationary/tenure teacher, whichever is applicable under the definitions of the Tenure Act.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. Any individual contract of employment shall be subject to and consistent with the terms and conditions of this Agreement and Board policy.

## **ARTICLE II - BOARD RIGHTS**

- A. The Board, on its behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights and authority conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.
- B. The exercise of the powers, rights and authorities by the Employer, the adoption of reasonable 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 laws of the United States.
- C. Nothing in this Article is intended to limit any other rights of the Board not expressly included in this Article, where the exercise of such rights is not in conflict with any other provisions of this Agreement.
- D. Board Policy shall be available on the District's website. When Board Policy changes, the Superintendent will notify teachers in an email.
- E. The District and building handbooks and policies shall be made available online on the district's website. Hard copies shall be made available upon request. Changes made shall be distributed as soon as practicable to the teachers in the affected building(s).
- F. It is the policy of the Davison Community Schools District that no person shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination as defined by law or the official policies of the Board, in employment or any of its programs or activities.

## **ARTICLE III - TEACHER AND ASSOCIATION RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every member of the recognized bargaining unit shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising government 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 any rights conferred by Act 379 or other laws of Michigan or 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/her membership in the Association or any other teacher organization, his/her participation in any

activities of the Association or of any other teacher organization, his/her participation in collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

- B. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association or any other teacher organization either on or off school premises. Bulletin boards and other established media of communication shall be made available for the use of the Association and its members, in an area not frequented by students. Such use will be appropriate and professional in nature.
- C. The Association and its members shall have the right, upon previous notification to the building principal, to use available school facilities for meetings between the close of school and 10:00 p.m. provided such school buildings have night custodial personnel. Meetings whose activities may exceed the 10:00 p.m. limit may also be arranged for by previous notification to the building principal.
- D. The Board agrees to furnish, without cost, to the Association in response to reasonable requests, all information in the format available concerning the financial resources of the District and other such reasonably available information as will assist the Association in negotiations and implementation of this Agreement and in the processing of any grievance.
- E. Both the Board and the Association recognize the importance of ongoing professional development. District-wide professional development will be determined by the Assistant Superintendent, Executive Director of Student Services and building level administrators and aligned with the District School Improvement Plan. The District reserves the right to provide PD unrelated to the District School Improvement Plan as deemed necessary by District Administration. Building professional development will be determined by the building administrator in consultation with the teachers acting as the building and/or committee school improvement chairs and aligned with the building's School Improvement Plan. The building principal may, on occasion, schedule needed training and/or PD not related to the School Improvement Plan as deemed necessary by the school administration.
- F. The Board agrees to provide no more than a total of twelve (12) days of release time for the bargaining unit during the school year for the president, other officers, and committee chairs of the Association, as deemed necessary by the Association. There shall be no deduction from salaries, provided that the Association shall pay for the cost of any necessary substitutes. No released time shall be granted unless the Association notified the building principal's office in writing forty-eight (48) hours in advance of the proposed absences. Whenever meetings of mutual benefit to the Board and the Association are called by the Superintendent, the Superintendent may, at his/her discretion, schedule such meetings during the normal school day, and the Board shall pay the cost of released time for the Association representatives



requested to attend.

- G. The Board agrees to provide for the Association the use of school equipment and facilities for the duplication of printed materials provided such use does not interfere with or interrupt normal school operations. The Association agrees to assume the cost of repair to school equipment if damaged while in use for Association business. The Association shall furnish its own materials for such purposes and shall not use school materials.
- H. The Board agrees to reasonable payroll deductions as voluntarily requested by teachers which shall include, but not be limited to:
  - 1. Sovita Credit Union
  - 2. United Way
  - 3. Savings Bonds
  - 4. Tax Deferred Annuities
  - 5. MESSA and MEFSA programs
  - 6. Horace Mann
  - 7. Davison Educational Foundation
  - 8. Health Equity HSA
  - 9. Basic FSA
- I. The Board agrees to forward to the Association President an agenda and minutes of each school board meeting at the time each are distributed to the school board members.
- J. A representative of the Board will review with the Association designated representatives any millage or bond issue proposals prior to final action by the Board.
- K. Building principals will discuss ordering procedures with teachers in advance of the ordering deadlines.
- L. By November 1 of each year, the Board shall furnish each teacher with information regarding Schedule A (salary, step and degree level), longevity rate, professional hourly rate, and daily (per diem) rate.
- M. Duly authorized representatives of the Association, as specified in writing to the building principal at the beginning of each school year, shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations. Any Association representative from outside the building must inform office personnel (if available) upon entering the building.
- N. The Association and the Board shall negotiate the annual school calendar to the extent allowed by law.

- O. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In such cases, the parties agree to meet to renegotiate the provision(s) within thirty (30) days unless the provisions are a prohibited bargaining subject(s).
- P. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board. The teacher, however, shall agree to govern his/her private and personal life, insofar as it affects his/her teaching position, by the principles and provisions of the basic code of professional ethics as recognized by the Association.
- Q. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review. Exempt from this review will be confidential college records. A teacher will be given the opportunity to file a response to any adverse material placed in his/her personnel file and the response will be made a part of said file. If the teacher is asked to sign materials placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- R. Any teacher can request a transfer by notifying his/her building principal and the Assistant Superintendent in writing no later than April 1 of the current school year.
- S. Teachers will be informed about the District's teacher evaluation system (process and instrument).
- T. Teachers are entitled to association representation as allowed by law. It is the teacher's responsibility to request representation.
- U. There will be no illegal secret surveillance of teachers.
- V. Teachers shall be notified through email of job postings within the district for open administrative and certified positions as soon as practicable.
- W. Employer Provided Member Information
  - 1. Annually, the District will furnish the Association a complete listing of bargaining unit staff that includes the following:
    - a. First and Last Name

- b. Start date of employment/years of service
  - c. FTE, step, lane placement as well as annual salary
  - d. Building/position/assignment
  - e. School email address
2. The Association shall be given the same information detailed in section 1 for any new hires of bargaining unit members that occur throughout the year.
  3. Termination of employment, by any bargaining unit member, shall be reported to the Association, including termination date.

## ARTICLE IV - PROFESSIONAL COMPENSATION AND REIMBURSEMENT

- A. 1. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this Agreement. Appendix A is subject to the provision of Article IV.H regarding unemployment compensation.
2. Salary differentials of teachers covered by this Agreement are in Appendix B which is attached to and incorporated in this Agreement.
3. The salaries and salary differentials set forth in Appendices A and B shall remain in effect during the term of this Agreement.
- B. 1. a. For defined additional duties (such as summer school, summer curriculum work, etc.) the teacher shall be entitled to appropriate additional professional compensation as set forth in Appendix B-1 which is attached to and incorporated into this Agreement. (See D below for the rate for other professional work.)
- b. The professional hourly rate of any teacher shall be determined by the following formula: Divide the employee's Schedule A salary by 1,480 hours (185 days x 8 hours) which will yield the employee's professional hourly rate.
- c. The daily (per diem) rate of any teacher shall be determined by the following formula: divide the employee's Schedule A salary by 185 days which will yield the employee's daily (per diem) rate.
- d. The hourly "per diem rate" for purposes defined in Article V.D. 6, shall be determined by the following formula: Divide the teacher's per diem rate by six (6).
- e. The docking of pay for regular teaching shall be computed on the basis of the formula in Article IV.B.1.b.
- C. Cancellation and Rescheduling of School - cancellation and rescheduling of school shall be according to the following:
  1. The Board and the Association shall meet to reschedule any days and/or hours lost which cannot be counted for full State Aid and/or to satisfy all legal and Department of Education requirements. If no agreement is reached, the days/hours will be added to the end of the school year. The rescheduling of such days/hours shall not entitle employees to any other additional compensation over their contractual salaries.
  2. In any instance where classes are canceled, either for the entire District or for an individual building, for reasons such as, but not limited to, inclement weather, fires,

epidemics, mechanical breakdowns, health conditions, or other conditions beyond the control of the Board, teachers shall be dismissed after the students leave as soon as supervision of students is complete. (See Article VI.D)

If school is canceled after the teachers' normal report time, but prior to the student start time, teachers shall be paid at their prorated professional hourly rate for all time worked prior to cancellation. This additional time shall not be considered part of the teachers' duty days.

If school is canceled after the commencement of classes, no make-up time will be scheduled if the District has met the State Aid time requirements.

District scheduled professional development days/hours missed will be made up at the end of the school year unless mutually agreed otherwise and without additional compensation.

If other non-instructional days/hours are canceled, such time missed will be made up. However, the first teacher workday and records times will not be made up. Teachers will still be required to complete all responsibilities in a timely manner.

3. When student days are delayed due to weather or other emergency situations, teachers will report at least fifteen (15) minutes before the opening of the students' rescheduled school day. It is understood that the normal day may have to be revised when the beginning of the day is delayed. However, the school day will not be extended beyond the normal close of the school day.
  4. Any decision to cancel days or portions of days, or delay the starting time, shall not be grievable.
  5. Bargaining unit members shall be excused from reporting to duty without loss of pay on hours/days when school is closed for reasons identified in Article IV.C.2. If non-instructional days are changed to student days in order to make up canceled school days and the make-up student days are canceled, the purpose of the day will revert back to the original non-instructional purpose identified on that year's calendar. In the event that non-work day, intersession, teacher workday, or end of school year dates are changed or altered due to rescheduling makeup days, a teacher may request the conversion of additional sick days into personal days during these times. They must have sick days available for the current year in order to do this and the conversion of additional sick days into personal days must be approved by the building administrator and/or Assistant Superintendent.
- D. The teacher shall also be paid his/her established hourly rate, in addition to his/her base salary (Appendix A rate), for any other extension of professional duties beyond the normal teaching hours and the normal school year, except for professional

development required for new teachers by the state and the new teacher orientation day.

Teachers shall be compensated according to Article IV.B.1.b for substitution during a planning period for any other teacher who is absent from his/her classroom. Although it is discouraged as customary practice, because of its adverse effect upon the teaching-learning situation, it is recognized that there may be emergency situations when a substitute teacher cannot be obtained for an elementary classroom and the absent teacher's classroom of children might conceivably have to be divided among several teachers.

In the event of such a situation, those teachers assuming a portion of the absent teacher's students shall each be paid that fraction of his/her daily contractual pay which is to be determined according to Article IV.B.1.b above which coincides with the fraction of the absent teacher's classroom placed into his/her room during the emergency situation.

- E. Subject to legal requirements, all adjustments to salary as a result of additional training shall be effective at the beginning of the semester following the date on which courses are successfully completed and upon presentation of appropriate credentials. Should credentials arrive after the beginning of the semester but within forty-five school days of the start of the semester, payment shall be retroactive to the start of the semester in which the credentials were received in the personnel office.
- F. Any teacher using his/her personal automobile in the performance of school-connected activities shall be paid a mileage rate according to current Board policy. Itinerant teachers shall also receive the same mileage for miles driven to and from the various teaching stations, but they shall not receive mileage to the first building in which they work nor home from the last building in which they work each day.
- G. Teachers may be granted leave of at least one (1) day per year for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the Administration. The Board shall pay the reasonable expenses including fees, meals, lodging, and transportation upon presentation of receipts for same (excluding mileage) incurred during the attendance of such meeting with the advance approval of the building principal.
- H. If a building designates a head teacher it shall be done at the beginning of each semester whenever feasible. The head teacher shall be authorized to act for the administrator when such administrator is absent from the building. The teacher appointed must provide in writing his/her acceptance of appointment. The name of the head teacher and his/her duties and responsibilities as specified by the principal shall be provided in writing to the staff at the beginning of each school year or upon an

appointment change. The Board shall obtain insurance coverage specifically covering the teacher acting in an administrative capacity during the absence of the administrator. The administrator will provide, when possible, advance notification of absence. Head teacher(s) may not evaluate or discipline teachers. No teacher other than the head teacher shall be required to fill in for the building principal during his/her absence. The position shall not be considered a staff vacancy for the purpose of selection. Compensation per semester shall be listed in Appendix B-1.

A teacher, while acting as head teacher, shall be expected to meet his/her regular classroom obligations but in no case shall a head teacher be expected to leave a classroom unattended in order to perform head teacher duties and in no case shall neighboring teachers be expected to assume classroom responsibilities while the head teacher is not in his/her classroom except in emergencies.

A head teacher will not be required to leave their classroom except in an emergency to cover for an administrator if at least one administrator is in the building.

## **ARTICLE V - TEACHER DAY**

A. As used in this Agreement, the following definitions shall apply:

1. The term "Lunch" means duty-free time.
2. The term "Duty" means time during the contractual teacher day when teachers are expected to be engaged in fulfilling their professional responsibilities and are accountable to the Administration.
3. The term "Planning Time" means duty time free from the supervision of students.
4. The term "Duty-Free Time" means time during the contractual teacher day when teachers are not expected to be engaged in fulfilling their professional responsibilities and are not accountable to the Administration.
5. The term "Records Time" means duty time at the end of each marking period which is to be used for the purpose of records and related professional duties and is free from the supervision of students and free from scheduled meetings or other building activities. Teachers will be allowed to leave their building during records time and work from home, but will be responsible for completing all professional duties regarding records.

B. 1. High School and Alternative High School Teacher Day: The high school and alternative high school regular teacher day shall be seven (7) hours and thirty-one (31) minutes. The teacher half day shall be three (3) hours and forty (40) minutes with no duty-free lunch. Teachers are to be in their building fifteen (15) minutes and in their classroom ten (10) minutes prior to the start of class (except on delayed start days) and remain in the classroom five (5) minutes after students leave. Such time will not be included in the calculation of planning time.

On delayed start days, teachers will be required to report one (1) hour and ten (10) minutes prior to the start of the student day and be in their classroom one (1) hour prior to the start of the student day for student help time. Teachers may be required to report one (1) hour and fifty (50) minutes prior to the start of the school day for staff meetings as defined in Article V.D.1. There will be no delayed start on early release days. Delayed days will be scheduled by the high school principal.

2. Middle School and Hahn Intermediate School Teacher Day: The middle school (7-8) and Hahn Intermediate School (5-6) teacher day shall be seven (7) hours and nine (9) minutes. The teacher half day shall be three (3) hours and fifteen (15) minutes with no duty-free lunch. Teachers are to be in their buildings nineteen (19) minutes and in the classroom ten (10) minutes prior to the start of class, and remain in the classroom five (5) minutes after students leave. Such time will not be included in the



calculation of planning time.

3. Elementary (K-4) Teacher Day: The elementary K-4 teacher day shall be seven (7) hours and thirteen (13) minutes. The teacher half day shall be three (3) hours and thirty-five (35) minutes with no duty-free lunch. Teachers are to be in their buildings fifteen (15) minutes and in their classrooms ten (10) minutes prior to the start of class, and remain in the classroom five (5) minutes after students leave. Such time will not be included in the calculation of planning time.

Due to the transportation schedules, up to fifteen (15) minutes of duty-free time may be added to the teacher day at Gates and Siple. If this occurs, the duty-free time will be contiguous with the teacher lunch period. If, during the life of this Agreement transportation scheduling changes and allows for the reduction of the day at Gates and Siple, the teacher day for Gates and Siple will be shortened to no less than seven (7) hours and ten (10) minutes with duty free time adjusted accordingly.

4. Teachers will be required to conduct reasonable professional duties which shall include but not be limited to supervision of students within their respective classroom areas during the contractual teacher workday. It is the responsibility of teachers to be available to students for discussing make-up work and giving make-up assignments/tests. Teachers shall not give make-up tests and assignments during times when students are in other teachers' classes.
  5. Teachers taking after-school college courses shall notify their immediate supervisor, in advance, as to the days of class sessions and the duration of said courses, and certain exceptions may be made to allow such teachers to leave earlier.
- C. 1. The Board recognizes the principle of a standard forty-hour (40) work week and will, so far as possible, set work schedules and professional responsibilities which can reasonably be completed within such standard work week and work year. The Board will not require teachers regularly to work in excess of such standard work week or work year within, or outside of any school building.
2. The Board recognizes that non-teaching bargaining unit positions may not always work the same teacher day schedule as the teachers. Association members in non-teaching positions may be permitted and/or required to flex their hours with prior approval from their direct supervisor.
  3. Secondary School Counselors (Middle School and High School) and District Curriculum Coordinators will not be required to work more than 10 days (80 hours) during the summer unless mutually agreed upon by the employee and his/her direct supervisor. Secondary School Counselors and Curriculum Coordinators will be paid their regular daily rate according to Article IV.B.1.c for the additional time worked.

- D. 1. Teachers may be required to remain after or arrive before their regular school hours, without additional compensation, to attend meetings called by the building principal or other District Administrator. Meetings shall average no more than eighty (80) minutes per month. Meetings shall not exceed forty (40) minutes. Meetings shall be called on an average of two (2) each month, not to exceed three (3) in any one month. To the extent possible, memoranda will be utilized to shorten the content and time of such staff meeting. Teachers shall receive an agenda for each meeting at least one week in advance. Staff meetings on the first teacher work day prior to the start of school in the fall will not exceed two hours and building principals will make an effort to limit these meetings to 90 minutes.
2. The Board recognizes that professional development is necessary to continue educating teachers on best instructional and classroom management practices.
- The district shall provide thirty (30) hours of professional development to all teachers each year that counts toward certificate renewal per the Michigan Department of Education. Teachers will be responsible for completing these thirty (30) hours of District planned professional development each year. Agendas for professional development will be provided to teachers at least one week in advance.
  - Teachers in their first three (3) years of employment shall be provided and complete an additional ninety (90) hours of professional development.
  - Any experienced teacher new to the district but not in their first three (3) years of employment as a teacher shall be required to attend an additional thirty (30) hours of professional development during their first year of employment with the District.
- Teachers who are absent during scheduled professional development will be required to make up the time outside of the teacher work day.
3. All teachers will participate in twelve (12) hours of District planned professional development prior to the first school day each year with no additional compensation.
4. All teachers will participate in three (3) hours of professional development on the teacher work days at the end of the first and third marking periods (for a total of six (6) hours) with no additional compensation.
5. The teacher work days at the end of the first and third marking periods will each consist of a morning professional development session (three (3) hours) and afternoon records time. Teachers will be allowed to leave their building in the afternoon on these days but will be responsible for completing all professional duties regarding records. Teachers will be allowed to complete 1<sup>st</sup> semester records from home.

6. All teachers will participate in four (4) three (3) hour professional development sessions, one (1) session each marking period. These days will be determined by the District and students will be released two (2) hours early on these dates. All teachers will be paid for these professional development hours at a rate equal to their per diem rate, as defined in Article IV.B.1.d. These meetings must be scheduled to begin no more than 15 minutes after the end of the student day unless mutually agreed upon between building administration and DEA building representatives.
7. Teachers may be required to attend not more than five (5) evening events such as, but not limited to, family nights, curriculum nights, open houses, graduations, musicals, PTO/PAC meetings, totaling no more than ten (10) hours during the school year with no additional compensation. Parent-teacher conferences are not considered evening events. Teachers shall not be required to stay after the scheduled end time of the event. Notice of such events shall be given not less than two (2) weeks prior to the event. Attendance at all other evening events will be at the option of the individual teacher.
8. For all buildings except the high school and alternative high school, parent-teacher conferences will be held for a total of fifteen (15) hours with a minimum of three (3) hours held in the spring. The high school and alternative high school will hold a total of eleven (11) hours of parent-teacher conferences with a minimum of three (3) hours held in the spring. The times and dates for these conferences shall be determined by the building principal with teacher input. (See also Appendix H.)
9. Open House shall not be held on/or before the first teacher work day.

E. All full-time teachers shall be entitled to a duty-free uninterrupted lunch period on full days. The teacher lunch period for each school is listed below.

Building	Lunch Period (In Minutes)
High School	30 (29 for delayed start days)
Alternative Education	30
Middle School	30
Hahn Intermediate	30
Thomson Elementary	40
Central Elementary	40
Hill Elementary	40
Gates Elementary	55*
Siple Elementary	55*

\*If a reduction in the length of the Siple and Gates teacher day takes place (per Article V.B.3) a corresponding reduction will be reflected in the duty-free lunch time. This reduction will not exceed 15 minutes.

- F. All full-time teachers shall be provided with a minimum of sixty (60) minutes per day, free from the supervision of students, for lunch and planning periods. The planning time for each school is listed below.

Building	Minimum Planning Time (In Consecutive Minutes)
High School	55 (35 for delayed start days)
Alternative Education	70 (40 for delayed start days)
Middle School	55
Hahn Intermediate	40*
Thomson Elementary	40
Central Elementary	40
Hill Elementary	40
Gates Elementary	40
Siple Elementary	40

\*HIS will have one additional 40-minute planning period per week.

At the elementary level, K-6 teachers may not receive their minimum daily planning time each day in order to have common Professional Learning Community (PLC) planning time. To preserve individual teacher planning time, PLCs will not be required to meet more than twice a month for a total of no more than 80 minutes per month. The teacher will be allotted the missed planning time within one week or they will be compensated for the missed time as set forth in Appendix F.

At the secondary level, 7-12 teachers may not receive their minimum daily planning time each day in order to accommodate for events such as assemblies, administration of local, state and national assessments or special building events. The teacher will be allotted the missed planning time within one week or they will be compensated for the missed time as set forth in Appendix F. Building principals will work with DEA Building Representatives to develop schedules for these days that are mutually agreed upon at least two weeks in advance.

- G. Whenever possible, the schedules of traveling teachers shall be so arranged as to provide that their planning time will occur at their "home" building location.
- H. Because the services of certain teachers, such as music/drama, computer, and physical education, provide a period of planning time for elementary teachers, the Board agrees that, in the absence of such teachers, whenever possible, the regular planning time for the classroom teacher shall not be discontinued but provided for through the employment of substitute teachers.
- I. Teachers shall be in their classrooms at any time the students are assigned to that room unless assigned by the principal to any other location.

- J. The guidelines for compensating teachers for loss of planning time are set forth in Appendix F.
- K. Each building will provide a breakfast program, prior to each school day, in compliance with federal law. In buildings that serve any grade K through 8, this program may be incorporated as part of the instructional day, and may be supervised by teachers.
- L. It is the responsibility of the teacher, when an individual parent meeting is necessary, to hold said meeting within five (5) working days at a time that is convenient for both the teacher and the parent.
- M. On K-12 early release days, teachers may not receive their minimum daily planning time. The building principal will develop a schedule in consultation with the DEA Building Representative. If teachers do not receive their minimum daily planning time on an early release day, they will be compensated at their regular hourly rate for the lost planning time.

## ARTICLE VI - TEACHING LOADS AND CONDITIONS

The Board and the Association recognize that optimum school facilities and class sizes are desirable to insure the high quality education that is the goal of both the teacher and the Board.

- A. Class size, defined as all the students assigned to one classroom during a given period of time, shall be lowered whenever feasible to the specified goal and every effort shall be made to keep class size within the following maxima:

<u>Grades</u>	<u>Goal</u>	<u>Maximum</u>
1. DK	18	22
It is understood that with the exception of differing class sizes, DK is included in the K-12 construct throughout the contract.		
Kindergarten and Grade 1	20	27*
2. Elementary Grades 2-6	25	31*
3. Secondary Grades 7-12	28	32*

\*Class size provisions are to be effective after the 10<sup>th</sup> school day of the school year in grades K-6 and after the 10<sup>th</sup> school day of each semester in grades 7-12. If an overload (defined as exceeding the contract maximum listed above) is created in a given classroom and exists for at least 45 days during that semester, the teacher in grades K-6 will receive \$600.00/student/semester. Specials teachers at the K-6 level will receive \$70/student/semester.

At the K-1 level, teachers shall have the option to be paid as outlined above or have a substitute teacher or paraprofessional hired within ten (10) school days to be placed in the affected teacher's classroom.

At the elementary, K-6 level, if an overload exists for only a part of the school day, the District may, in place of the options listed above, use a monitor or another qualified employee, as determined by the Administration, to cover the overload for that part of the school day. This substitute employee will continue to be placed in the teacher's classroom until the overload is eliminated.

The administration will not create an overload (defined as a class size in excess of the maximums listed above) in any teacher's classroom until all sections of that grade level within the building are filled to the maximum, unless a particular teacher agrees to the overload. The District will not overload a K-6 classroom by more than three (3) students over the maximum.

If an overload (defined as exceeding the contract maximum listed above) is created in a given classroom and exists for at least 45 days during that semester, the teacher in grades 7-12 will receive \$100.00/student/semester.

4. At the start of the school year in grades K-6, grade level classes within a building will be adjusted so that class loads are within four (4) students based on enrollment. Principals will not be required to move students based on an imbalance due to no-shows (enrolled students that do not report) or students that withdraw from school. After the first two weeks of the start of the new school year, teaching loads will be provided to the Association.
5. Special classes for students with disabilities -- state maximum requirements. In the placement of special education students in general education mainstreamed classrooms, when feasible such students will be placed in such classrooms where they are capable of achieving at an acceptable level.

The special education personnel will act as consultants to the general education teachers relative to such mainstreamed students.

In general education classrooms where cognitively impaired students receive forty percent (40%) or more of their instructional time, the building principal and Executive Director of Student Services shall, when feasible, reduce the student count of such classrooms.

6. Class sizes in grades 7-12 are not to exceed thirty-two (32) pupils without the consent of the teacher and will not be overloaded by more than three (3) students.

The class size limit for honors/accelerated classes or single or double section courses that are prerequisite in a sequential program can be adjusted to no more than 35 students without teacher consent. This provision applies only to scheduling students who would not otherwise be able to schedule into the course. Should it be necessary to exceed 32 students per class, then the Board will compensate the teacher as outlined above. In all other situations the contractual limitations apply.

The above provisions do not apply to performing group classes in vocal and instrumental music, or physical education classes. The maximum class size for physical education classes in grades 7-12 shall be 45 students.

For teacher assistants, teacher cadets, and LINKS (limit 2), teachers must consent to having these students under their supervision.

7. Placement of students shall be based upon measurable criteria as well as the teachers' recommendations. Parent requests may be considered but will not be the sole factor in determining the placement of students.

8. After the first two (2) weeks in a semester in grades 7-12, when more than one section of a course is offered during a given class period, enrollment in each section shall be equalized whenever a difference in excess of five students exists provided such difference has not resulted from students dropping out of the classes. A dropped student is defined as a student no longer enrolled in a particular course. After the first two weeks of a semester, teaching loads will be provided to the Association.
  9. In grades 7-12, the administration will strive for a 1:1 ratio and not exceed a ratio of 9:7 of special education to general education students in co-taught classes. In co-taught classes, defined as a classroom where two (2) teachers are assigned to work with the same students during the same class period, the district may exceed the maximum class size as stated above by no more than three (3) students.
- B.
1. No high school teacher shall be required to teach more than five (5) periods per day and such periods shall not exceed sixty (60) minutes in length. Davison Alternative Education teachers, if teaching on a five (5) period student day schedule, shall not be required to teach more than four (4) periods per day and such periods shall not exceed seventy-five (75) minutes in length.
  2. No middle school teacher shall be required to teach more than five (5) periods per day and such periods shall not exceed fifty-six (56) minutes each.
  3. It is understood that planning time is a vital part of the teacher day and it is detrimental to both students and teachers when teachers do not have this time. When unique situations arise that would necessitate an administrator asking a 7-12 teacher to give up their planning period to teach a six-period day instead of five-period day, the teacher is not obligated to give up their planning time unless in emergency situations, when no appropriately certified or permitted staff member is available or willing to cover a classroom. In the case of an emergency situation there will be a rotation practice, determined at the beginning of the school year through a lottery enacted by the building administrator and a DEA Building Representative, put in place to minimize the impact of lost planning time for any individual teacher. Teachers who agree to, or in emergency situations through the rotation are required to, take on another class period will be compensated with their hourly rate according to Article IV.B.1.b and according to the guidelines in Appendix F. Teachers will not involuntarily lose their planning time as a result of this emergency rotation more than four (4) times in a given year.
  4. At the 5-12 level, in order to accommodate for events such as assemblies, administration of local, state and national assessments or special building events class periods may be extended and the school day may be shortened. Building principals will work with DEA Building Representatives to develop schedules for these days that are mutually agreed upon.
- C. The Board recognizes that appropriate and sufficient ACC approved materials, based on the number of students enrolled in a course, will be provided by the District.



- D. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained. No teacher shall be required to perform classroom housekeeping duties in order to have his/her classroom properly maintained.

In the event of emergency situations where health or safety of students and teachers is jeopardized (such as lack of heat, water, electricity, toilet facilities, etc.), an administrator will discuss the matter with the building representative who is teaching in the building involved. When the emergency situation cannot be remedied within a reasonable length of time, students and teachers shall be dismissed or moved to adequate facilities. Teachers shall not be required to work under unsafe or hazardous conditions or to perform those tasks which would endanger their health, safety or well-being (See Article IV.C.2).

- E. The Board shall make available to each school adequate lunchroom, restrooms and lavatory facilities exclusively for staff and volunteer use and at least one room appropriately furnished and vented, which shall be reserved for use as a staff and volunteer lounge.
- F. Adequate parking facilities shall be made available to teachers and so identified.
- G. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in, or association with, the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils. No teacher shall be prejudiced against in his/her employment because he/she has joined any lodge, religious group, employee association, union, or other lawful organization. No teacher shall be required to hold membership in any organization or to contribute directly or indirectly to any political party, or to any other organization, or to any agent or individual as a condition of employment, or continuation of employment.
- H. The parties recognize the value of multi-ethnic hiring and the Board reaffirms its past and present policy of hiring the best qualified teachers available and to actively seek to hire on a multi-ethnic basis.
- I. The parties recognize the value of minority-oriented texts and materials and the Board reaffirms its past and present policy of adopting such texts and materials where such are of a quality consistent with other texts and materials used and of equivalent educational merit. The Board will actively seek such texts and materials consistent with a balanced educational program.
- J. The Board shall provide four (4) educationally useful periodicals, and adequate storage space for same, in each teachers' lounge. (In buildings with fewer than five (5) teachers, two (2) shall be provided.) Selection of the periodicals shall be made by the teachers in each school with the approval of the building principal or Superintendent.

- K. Teacher participation on curriculum and related student committees outside of the school day is voluntary. ACC curriculum and school improvement work completed outside of the teacher day shall be compensated as a part of additional PD beyond the District provided 30 hours. ACC curriculum and school improvement work that is done in the summer will be paid at the summer curriculum rate and must be pre-approved. The completion of ACC curriculum and school improvement work may also be completed during release time during the teacher day with no additional compensation. ACC reports shall be completed in reasonable accordance with the ACC Activity Schedule.

Teacher input on committees is valuable and it is agreed that when committee studies are completed and reports made, the Board agrees to consider the report and recommendations of the committee when making related decisions. In cases where the committee recommendations are not used, an explanation shall be provided.

Training:

It is recognized that curriculum requirements are constantly evolving. When new District programs are adopted through the ACC process and training is deemed necessary, the teacher affected by the changes will be required to attend implementation training session(s). Teachers will be granted professional development credit for the training. The Assistant Superintendent will work with the curriculum coordinators to provide advance notice of training sessions. The following training options will be considered and may be approved:

1. multiple sessions of the same training offered when large groups need to be trained.
  2. video tapes of training sessions made available and used when possible.
  3. individual mentoring by trained staff members.
- L. When a teacher is assigned a medically fragile student, the teacher shall not be required to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions including lifting, and/or transferring, nor render routine, scheduled care or maintenance to help with any bodily functions, including lifting and/or transferring, which would not ordinarily be administered to non-medically fragile students. The teacher shall be informed and provided with guidelines regarding emergency measures which may be necessary, on occasion, due to the student's impaired condition.
- M. Any regular education teacher who has been assigned a student identified with a special educational disability, as determined by an IEP, and/or any regular education teacher at the secondary level who has 50% or more special education students (excluding speech and language impairments), as determined by an IEP, will be able to submit a written request to his building principal and receive consideration and proposed solution(s) from the building principal if either of these conditions creates a significant impact or problem in the classroom. The building principal will consider, but

not be limited to, any or all of the following:

1. class size consideration;
2. teacher training to deal with the identified disability;
3. procurement of materials appropriate to the identified disability;
4. team teaching; and/or
5. paraprofessional help for the regular education teacher.

The building principal shall respond within thirty (30) working days of such a request.

If the teacher does not agree with the principal's proposed solution, the teacher may appeal to the Executive Director of Student Services and ask that a committee to consist of the general education teacher, special education teacher, building principal or assistant principal, and Executive Director of Student Services meet to discuss the situation in an effort to reach a mutually agreeable solution. The aforementioned committee may also include a school counselor and/or school psychologist.

## ARTICLE VII - SENIORITY

- A. A seniority list shall be prepared by the Board and verified by the Association. Seniority is defined as length of active service within the bargaining unit excluding time spent on approved leaves, subject to restrictions included in this Master Agreement.

Starting with the 1994/95 school year, all District paid leave, including sick days, sick bank days, worker compensation days, and sabbatical leave, shall count towards seniority. Long Term Disability leave time shall not count for seniority.

Questions regarding the granting of seniority shall be handled by the Contract Management Committee.

1. It is the individual employee's responsibility to notify the Assistant Superintendent of any changes or anticipated changes in certification and endorsements and in majors and minors. Such notice must be given prior to March 31 if it is to be used in determining assignment. Appropriate documentation shall be provided by May 15. Said notice and documentation may be provided after these deadlines and the District may or may not consider them in making staffing decisions.
  2. When two or more employees have the same years of service, they will be ranked in order of their respective dates of last hire (date they began working without severing employment).
  3. When two or more employees have the same years of service and dates of hire, they will be ranked in order of their respective Board approval dates.
  4. The seniority ranking determined by the 1997-98 lottery will be final. From then forward, seniority will be determined for teachers starting work on the first scheduled teacher work day of each school year by a lottery to be held on the first scheduled teacher work day. This will be considered their permanent seniority ranking. The Association will be notified in writing of the time and place of the lottery in order to allow Association representatives to be in attendance. The permanent seniority rankings for teachers starting work after the first scheduled teacher work day of each school year will be their first work day. In the event that more than one teacher begins work on the same day during the school year, the tie breaker for seniority purposes will be the date and time of contract signing.
- B. The seniority list including dates of hire, Board approval date, years of service, type of certification, tenure status and lottery standing shall be published and posted conspicuously in all buildings of the District by January 30 of each school year. Revisions and updates of the seniority list shall be published and posted prior to the date assignments are made for the following school year, but no later than the last day of school. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association President.

- C. Teachers returning from leaves of absence shall be credited with all seniority accrued prior to said leave. Seniority shall not accrue during a leave of absence except in the case of a person on sabbatical under Article VIII of this agreement.
- D. All seniority is lost when employment is severed by resignation, retirement, discharge or transfer to a non-bargaining unit position other than in Article VII.F; however, seniority is retained if severance of employment is due to layoff. Laid off teachers retain all seniority accumulated as of the effective date of layoff.
- E. Part-time teachers shall accrue seniority for the portion of the day or year for which they are employed. Full seniority credit shall be given for a semester if a full-time teacher completes one-half or more (47 or more days - see Article VIII.C2 & C3.) of a semester. Substitute teachers shall not accrue seniority.
- F. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she had at the time of his/her transfer if the teacher has more than ten (10) years of seniority. If such a teacher has less than ten (10) years of seniority, the teacher's seniority shall accrue for up to ten (10) years.

## ARTICLE VIII - LEAVES

- A. Time off for Military Reserves including National Guard shall be granted and the teacher will be paid the difference between duty pay and salary for a period not to exceed two calendar weeks in any fiscal year (July 1 to June 30) while the teacher is actively teaching.

Time off for jury duty shall be granted and the teacher will be paid the difference between the jury duty pay and salary.

B. Sabbatical Leave:

Sabbatical leaves may be granted for planned travel or study, or a combination of travel and study, or for work in the Peace Corps, or as an exchange teacher. It is not intended that routine college work toward an advancement on the salary scale be considered for sabbatical leave.

1. To qualify for sabbatical leave, a teacher must have seven (7) years or more experience teaching in the Davison Community Schools. The length of the sabbatical leave is to be limited to two (2) consecutive semesters at any one time. It is also necessary that the teacher hold a permanent, continuing, or life certificate. Persons seeking such leave must make application, in writing, through the Superintendent, to the Board. Applications must be made prior to March 1 of the year that the leave will occur. The application shall include a plan of the proposed use of the leave period. A teacher on sabbatical leave shall furnish as many reports as the Board of Education deems necessary or reasonable to determine that the teacher is fulfilling the Agreement and all the requirements of the leave. The Board will grant sabbatical leave to no more than two (2) teachers annually with permission of the Board. Applications for sabbatical leave will be reviewed by the Board, and the granting will be dependent upon the content of the application. If more than two applications are made, the Board will determine which teachers shall be granted the leave.
2. During the sabbatical leave, the teacher shall be considered an employee of the Davison Community Schools and shall have a teaching contract. The amount to be paid to the employee during sabbatical leave will be one-half (1/2) of the total amount normally paid to the teacher, per the current salary schedule. Pay for sabbatical leave will be made in two (2) installments following the teacher's return to active teaching in the Davison system. One-half (1/2) will be paid at the beginning of the first year, and one-half (1/2) at the end of the first year following the teacher's return from leave.
3. Sabbatical leave shall be counted toward the teacher's retirement if so provided under the MPSERS rules and regulations. The teacher will be restored to the salary

schedule commensurate to the teacher's years of experience including the year of sabbatical.

4. The District shall not be liable for death or injury sustained by any teacher while on sabbatical leave.

C. Leave of Absence:

The Board may grant a leave of absence to teachers and the conditions following shall apply:

1. Teachers wishing a leave of absence shall submit a letter to the Board stating the reasons for such leave. The request for the leave will be reviewed by the Board. Leaves will not be granted for longer than one (1) year, but extensions may be obtained upon agreement of the Association and the Board.
2. Teachers intending to return for the beginning of the first semester must provide written notification to the Personnel Office no later than March 1 of the preceding school year. In the event of an intended return for the beginning of the second semester, such notification must be provided no later than November 15. A teacher failing to provide such notice of intent to return shall be placed on the bottom of the seniority list for the following school year.
3. Seniority and salary credit shall be given for a full semester if forty-seven (47) or more days of a semester are taught. Starting with the 1994-95 school year, all District paid leave, including sick days, sick bank days, worker compensation days, and sabbatical leave, shall count towards seniority. Long Term Disability leave time shall not count for seniority.

D. Sick leave will be granted to all teachers for personal illness or disability, or illness within the immediate family. Allowances for unusual cases of absence due to other cases of sickness shall be determined by the building principal. Sick leave may not be used for any purpose other than those specifically defined in Article VIII D and E. Teachers may not use sick days for non-medical travel and then assert they became sick and claim a valid sick day. In the case of an extended illness, the Board may request a physician's certified statement. The Board may investigate suspicious situations regarding sick days and take appropriate action.

1. Sick leave shall be granted on the basis of the following:
  - a. One (1) day per month of work; ten (10) days, ten (10) months; eleven (11) days, eleven (11) months; twelve (12) days, twelve (12) months.
  - b. When a teacher is employed beyond the contractual year in additional assignments, accrued sick days cannot be used for any absence during the additional assignment.

However, the following earned sick time may be used during the assignment.

<u>Work hours</u>	<u>Sick time</u>
1-30 hours	None
31-60 hours	3 hours
61-120 hours	6 hours
121-180 hours	9 hours
181-240 hours	12 hours
241-300 hours	15 hours
301-360 hours	18 hours

Unused sick time earned will be added to the teacher's accrued sick days, (rounded to the nearest 1/2 day). A full day is defined as six (6) hours, the equivalent of five (5) teaching hours.

In the event of a teacher's absence on a given day, it is the teacher's responsibility to arrange for a substitute and notify the supervisor of the absence.

- c. The above sick leave days shall be granted effective after the first day of actual work.
2. Such sick leave days shall accumulate to two hundred (200) days and each employee shall be credited for the number of sick leave days he/she had accumulated on the date of this Agreement.
3. The "immediate family" shall be defined as father, mother, spouse, child, brother, sister, in-laws, step family members, grandparents, or a dependent of the immediate household.

E. Sick Leave Bank:

The Sick Leave Bank was established for all regular teachers of the Davison District effective September, 1969, when each employee contributed ten percent (10%) of his/her accumulated sick leave to the Bank.

1. New employees, regardless of the date of employment, shall contribute to the Bank from their first sick leave allowance an amount determined by the Sick Leave Bank committee.
2. The Sick Leave Bank shall be administered by a committee composed of three (3) persons appointed by the Association and three persons appointed by the Board of Education. The committee shall establish its own rules and regulations for the administration of the Sick Bank.



3. A quorum of this committee shall consist of at least two (2) Board and two (2) Association representatives. In the case of a tie vote, the final decision on the request from the Sick Bank will be determined by an impartial party. The third party shall be agreed upon by the members of the Sick Bank Committee.
4. A participating employee shall have access to the Sick Leave Bank pursuant to the Sick Leave Bank rules and procedures.
5. No employee will be credited with Sick Leave allowance while drawing from his/her own accumulated sick leave, or the Sick Leave Bank, until he/she has reported back to work.

#### F. Child Rearing Leaves:

Child rearing leaves without pay shall be granted to any teacher within the District. The following conditions shall apply:

1. Such leaves will be granted:
  - a. In the case of a new-born child of the teacher involved.
  - b. In the case of crippling or terminal accidents or illnesses of the child of a teacher.
  - c. In the case of a newly adopted child of a teacher.
2. If both parents involved are teachers employed by the District, such leave will be granted to one of them or be divided between the two of them.
3. Such leaves shall be for one (1) year unless terminated by him/her. Leaves may be extended up to an additional two (2) years upon request of the teacher.
4. Said leaves will be subject to the provision of Article VIII.C.

#### G. Personal Leave:

Two (2) days personal leave per year shall be granted upon the request of the teacher, until a total of nine (9) personal leave days have been requested district-wide on a single day; after nine (9) requests on a single day by teachers district-wide, personal leave days may be denied. Such leave shall be for activity and business which cannot be conducted at any time other than school time. Personal leave days, or absences taken for any reason not specified in Section D. and E., may not be retroactively converted into sick leave except in unusual cases approved by the Superintendent. Permission for leave is not required providing such request

is made as early as possible, but not later than 4:00 p.m. of the previous day. Personal leave days may be denied on in-service and parent-teacher conference days. All teachers shall be paid for unused personal leave days at the end of the school year at the rate of one hundred dollars (\$100.00) - per day. If a teacher uses two (2) personal leave days the first semester of the school year and terminates employment at that time, one day's pay shall be deducted from his/her last check.

Teachers may be allowed to convert one sick day per school year to a personal day in situations where the teacher has used his/her two personal days and needs another day to conduct personal business which cannot be conducted outside of work time. The conversion of a sick day to a personal day must be requested in writing 48 hours ahead of time and may be approved by the building principal for acceptable reasons in his/her discretion. Approval or denial of such requests will not constitute a precedent or past practice for any purpose.

#### H. Bereavement Leave:

Up to three (3) days per year without loss of pay shall be granted to each teacher for attendance at funerals. Teachers may be allowed to convert one sick day per school year to a bereavement day in situations where the teacher has used his/her three (3) bereavement days and needs another day to attend a funeral. The Superintendent may, under extenuating circumstances, grant additional unpaid bereavement days.

- I. Teachers on leave shall be considered part of the bargaining unit.
- J. In the event that an employee absent because of illness or injury has exhausted sick leave accrual, the fringe benefits shall continue throughout the balance of the semester.
- K. Absence due to injury or illness incurred in the course of the teacher's employment shall be charged against the teacher's leave days on a pro-rated basis, and the Board, on this basis, will pay the difference between the teacher's daily rate and the benefits received under the Michigan Worker's Compensation Act for the duration of such absence not to exceed the number of sick leave days accumulated or one year, whichever is less.
- L. Teachers may be granted unpaid leaves by the Board for reasons not covered in this Agreement.

## **ARTICLE IX - INDEMNITY**

The District shall provide public liability and accident coverage in an amount of not less than \$100,000 for each accident in the case of teachers exposed to special and unusual hazards in the course of their work. Said teachers will include athletic coaches, physical education teachers, shop teachers, and head teachers.

## ARTICLE X- PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline throughout the school building and grounds.
1. Each teacher has the responsibility and full authority to administer reasonable discipline, not inconsistent with Board policy, for the maintenance of classroom control. In the event that administrative assistance is required in the case of a student's insubordination, the nature and extent of the discipline which has been recommended by the teacher shall not be diminished unless the principal determines, after consultation with the teacher, that it is not reasonably consistent with said policy.
  2. Any pupil who is determined by the Administration, after consultation with the appropriate, qualified professional people, to be incapable of adjusting to the regular classroom will be removed from such regular classroom.
  3. The Board shall furnish a copy of its student Discipline Policies to each teacher at the beginning of the school year.
  4. A teacher may remove a pupil from the supervised area when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation and the continued presence of the student in the area infringes upon other students' educational rights or threatens the safety and well-being of the teacher or other students. The pupil shall not be returned to the supervised area until the principal and/or their designee has consulted with the teacher. The action taken regarding the student shall be communicated to the teacher within three (3) school days or before the student is returned to the teacher's supervision.-In such cases, the teacher will furnish the principal as promptly as his/her teaching obligation will allow, but no later than the beginning of the next school day, full particulars of the incident.
- B. Any case of assault upon a teacher shall be promptly reported to the building principal. The Board shall render all reasonable assistance to the teacher, which may include legal counsel, in connection with handling of such 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 render reasonable assistance to the teacher in his/her defense, including legal counsel when warranted, provided that the teacher has acted appropriately and in compliance with the law and Board policy.

- D. Time lost by a teacher in connection with any on-the-job incident mentioned in this Article shall not be charged against the teacher's accumulated sick leave.
- E. If, as a result of an accident or an assault arising out of the course of a teacher's employment, a teacher is injured or suffers damages to or destruction of clothing or glasses, the Board or its Worker's Compensation carrier will reimburse the teacher for such loss and/or required medical, surgical, or hospital care. Such reimbursement by the Board will cover all such costs except those covered by the teacher's personal insurance.
- F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- G. The Board assures the Association that a designated person will be available at all times in discipline matters with the delegated authority of the principal if the principal is absent.
- H. If there is a Freedom of Information Act (FOIA) request for material from a teacher's personnel file, the Board will promptly notify the teacher and the Association of the request. The employee and the Association representative may choose to meet with the Board's designee(s) to review the Board's proposed response to the request.
- I. Seclusion and Restraint Training: The district shall provide, at no cost to the bargaining unit member, all relevant training to meet and comply with all federal and state mandates. Positive proof of record shall be placed in the personnel file upon successful completion of the training.

The district shall provide each educator with a list of key identified personnel and their phone number in the building. The district shall ensure every classroom/student area has a working phone or radio to contact the office.

## **ARTICLE XI - NEGOTIATION PROCEDURES, AMENDMENTS, AGREEMENTS, CONTRACT DEVIATIONS, AND CONTRACT MANAGEMENT COMMITTEE**

- A. 1. This Agreement expressly embodies all agreements written and oral between the Board and the Association at the time of reaching agreement on this contract, and is intended to cover all matters which were raised or could have been raised by either of the parties at the time of negotiations. Subsequent contract amendments, CMC agreements, and deviations shall be adopted pursuant to the applicable procedures of the DEA and Board and as provided in numbers 2 and 3 below.

Unless otherwise designated in the Agreement, any subject matter relating to wages, hours, or working conditions of teachers which does not fall within the category of "matters which were raised or could have been raised by either of the parties at the time of negotiations" shall upon the request of either party, be subject to regular collective bargaining procedures except prohibited subjects of bargaining.

2. No amendment or supplement to the Agreement shall be effective or valid for any purpose whatever unless set out in writing and signed by the Board and the Association in the same formality as used in the execution of this Agreement, except as provided below.
3. Any subject matter contained in this Agreement may be reopened for negotiation during the terms of the contract, if both parties agree. Failure of either party to so agree shall not be the subject of any grievance, complaint, objection or charge by the other party.
4. Recognizing difficulties of scheduling and long-range planning on the part of the parties, negotiations for a succeeding contract will commence no later than the second week of May of the year in which this Agreement expires, provided, however, the parties may mutually agree on any other date for commencement of bargaining. It is acknowledged by the parties that such a provision is for the purpose of the convenience of the parties and does not operate in the derogation of any decision or rule of the Michigan Employment Relations Commission.
5. In any negotiation, each party shall be free to select its negotiating or bargaining representatives. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority of the membership of the Association, but the representatives selected by both parties shall be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations or bargaining, subject only to such final ratification as above noted.

## B. Contract Management Committee

1. In order to facilitate communications between the Board and the Association, a Contract Management Committee (CMC) comprised of representatives from the Association and the Board will meet on a regular basis, usually monthly, to discuss topics and resolve issues and problems.
2. Contract deviations will require a 2/3 approval vote by building/grade level/group prior to coming to CMC.
3. Employees, immediate supervisors/administrators, and building representatives are expected to share their problems and concerns at the program/building level or with the appropriate administrator so that the problem or concern can be researched, discussed, and resolved at the lowest possible level.
4. Problems and concerns that cannot be resolved at the program/building level or that may more appropriately be taken initially at Contract Management Committee may be referred to the Contract Management Committee by an employee, the Association, a supervisor, or the Board.
5. Nothing in this Article shall be construed to prevent the employee or the Association from filing a grievance, or to prevent either party from making a negotiations proposal. However, the 10-day grievance filing deadline in Article XII.D.1 of this Agreement is delayed until a solution or recommendation is made by the Contract Management Committee.
6. The Contract Management Committee will attempt to resolve issues and problems prior to implementing the grievance procedure or referring them to the negotiations process. However, a problem may be taken through the grievance procedure and/or through the CMC at the same time or separately.
7. Issues or problems may be referred by the Contract Management Committee, the Association, the Board, or an employee to the grievance procedure or negotiations process if it is deemed that the CMC is not the appropriate committee to meet and resolve the issue or problem.
8. The Contract Management Committee will be responsible for directing and overseeing the work of committees it may choose to create from time to time.

## C. Contract Deviations

1. It is agreed that a school improvement program is mutually desirable and beneficial. In implementing such a program, the parties recognize that the contract needs to provide flexibility for experimentation and innovation in educational

programs for the benefit of students and to meet the needs of parents and staff. Consideration for a contract deviation should only occur when there is strong support for it by the principal and by the affected staff in the building.

To facilitate contract flexibility, buildings, grade levels, or departments may initiate contract deviation requests to the Contract Management Committee for review and action pursuant to guidelines adopted and disseminated by CMC. Such deviation request shall require approval by a 2/3 vote of the building, grade level or department and the building principal.

The Contract Management Committee shall have the authority to adopt contract deviation requests by a 2/3 vote.

2. Deviation requests shall be on the form provided by the Contract Management Committee and in accordance with the Deviation Guidelines adopted by CMC. The contract deviation request form shall include a provision for a minority report or view.
3. Buildings, grade levels or departments and the building principal shall evaluate their approved contract deviations within one year as to whether to seek continuation, modification or approval on a permanent basis. Any requests for continuation of a deviation shall follow the procedures set forth above.



## ARTICLE XII- GRIEVANCE PROCEDURE

### A. DEFINITIONS:

1. A "grievance" is a written complaint claiming any alleged violations, misinterpretation, or misapplication of any provision of this Agreement.
2. The "aggrieved person" or "grievant" is the person or persons making the complaint. The Association on its behalf as a group or for a smaller group may make the complaint for the group.
3. The term "teacher" includes any individual or group who is included in the bargaining unit covered by this contract.
4. The term "days" shall mean school days, except after the end of the school year in which case it shall mean week days.

### B. PURPOSE:

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. When expedient, the aggrieved person will discuss the matter informally with his/her direct supervisor prior to filing a written grievance. The Contract Management Committee, which is set forth in Article XI, will attempt to resolve issues and problems prior to implementing the grievance procedure or referring them to the negotiations process. However, a problem may be taken through the grievance procedure and/or through the CMC at the same time or separately.

Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. The filing, status, and content of grievances, and the various responses, shall not be released to students, the public, or the press, except as required by law; nor shall there be any public demonstrations, releases, or displays of this information, including on the internet and/or on other electronic media or in print media, except by mutual agreement of the parties or as required by law. This mutual restriction on release of information shall not apply to: 1) DEA communications with DEA leaders, DEA members, to the MEA or NEA, or to attorneys, or 2) to administrative communications to administrators, the Board, or attorneys.

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 to proceed independently as described in these procedures.

Nothing contained herein shall be construed to prevent any individual teacher from

presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement, provided that the Association has been given an opportunity to be present at such adjustment.

C. STRUCTURE:

1. The immediate supervisor shall be the administrative representative when the particular grievance arises.
2. 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. If the grievance is filed on or after June 1, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon as practicable.

1. Level One:

A teacher with a grievance shall discuss it with his/her immediate supervisor, individually, together with an Association representative, or through an Association representative. This discussion must be initiated within ten (10) days following the occurrence of the grievance, or within reasonable discovery thereof. If the grievance is not resolved through discussion, the grievance shall be put in writing within ten (10) days of said meeting and filed with that same supervisor, with a notice being sent to the Association. Within ten (10) days from the receipt of the grievance, the immediate supervisor shall indicate his disposition of the grievance in writing, and shall furnish a copy to the Association.

2. Level Two:

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered, he/she may, within ten (10) days, process the grievance with the Superintendent of schools. Within ten (10) days of receipt of the grievance, the Superintendent or his/her designee shall arrange for a meeting with the grievant and/or Association. Within ten (10) days of said meeting, the Superintendent shall indicate his/her disposition of the grievance in writing, and shall furnish a copy to the Association.

3. Level Three:

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered as stated above, he/she may refer the grievance through the Association to the Board of Education's Review Committee within ten (10) days after receiving the Level Two disposition. The Committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall arrange for a meeting with the Association's Grievance Committee Chair and other appropriate parties. A decision shall be rendered within ten (10) days following the meeting.

4. Level Four: (Optional)

If the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance may, upon mutual agreement of the parties, immediately be transmitted to the Michigan Employment Relations Commission for mediation.

5. Level Five:

If the grievance is not resolved satisfactorily through mediation at Level Four, or if Level Four is omitted:

- a. Within thirty (30) days, the Association may file a claim of arbitration and request the American Arbitration Association to submit a list of arbitrators from which the parties shall select an arbitrator.
- b. It is agreed that the jurisdiction of the arbitrator referred to above shall be limited to grievances concerning the interpretation, application, or administration of this Agreement, as written and expressed; but such jurisdiction shall not include, but specifically excludes, the power to add to or subtract from, or otherwise modify or alter any of the terms of this or any Agreements made supplementary hereto. Neither party shall be permitted to assert in such arbitration proceeding any ground, or rely on any evidence, not previously disclosed to the other party. The arbitrator's decision shall be in keeping with, and may be addressed procedurally and substantively, as enumerated within the Michigan Arbitration Act, 371 PA 2012.
- c. Any cost incurred in the arbitration procedure shall be shared jointly by both parties provided that each party shall pay its individual expense.

E. RIGHTS TO REPRESENTATION:

Any teacher may file his/her own grievance and represent him/herself at grievance meetings. However, when a teacher is not represented by the Association, the

Association shall have the right to be present and to state its views at all stages of the grievance procedure. No resolution may be made that is inconsistent with this Agreement. Only the Association may process a grievance to arbitration. An individual may not process a grievance to arbitration.

F. PROBATIONARY TEACHERS:

1. First year probationary teachers shall have access to the grievance procedure through Level Two but not to the Board level or to arbitration.
2. Second year probationary teachers shall have access to the grievance procedure through Level Two but not to the Board level or to arbitration. The DEA Executive Board may choose to process the grievance to the Board level.
3. Third, fourth and fifth year probationary teachers shall have access to the grievance procedure through Level Two but not to the Board level or to arbitration unless the DEA Executive Board concurs.

G. 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 Association, the grievance affects a group of teachers, the Association may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at Level One shall both 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 involved.
3. If any teacher complains to the Superintendent, in writing, that any supervisory employee has taken reprisals against such teacher in violation of this subsection, and shall state the specific nature, time and other circumstances of such reprisal, the Superintendent shall promptly schedule a hearing before him/her at which the persons involved shall be present for the purpose of considering such complaint. The burden showing that the claimed reprisal took place shall be upon the teacher.
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 jointly by both parties and shall be placed in this Agreement under Appendix G.
6. Information necessary to the determination and processing of a grievance shall be made available to the concerned parties.

7. The term "Association" as used in this Article shall be, where appropriate, interchangeable with the term "grievant" when an individual teacher chooses to process his/her own grievance.
8. It will be the general practice of all parties to process grievances during times which do not interfere with assigned duties. If it is mutually agreed by all parties involved to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure will be released from assigned duties without loss of salary, subject to the released time provisions of Article III.F.
9. In the event a teacher elects to process any matter covered by the Tenure Act pursuant to Tenure Act procedures, the teacher's right to process a grievance on the same matter shall be waived.
10. Consistent with state law, all matters concerning "prohibited subjects of bargaining" within the meaning of PERA are not subject to the grievance process.

### ARTICLE XIII - TEACHER ABSENCE

- A. If a teacher is absent on a given day due to illness, the teacher shall create the absence in the designated web program at least one (1) hour prior to the beginning of the teacher's school day. If it is not possible for the teacher to create the absence in the web program, the teacher shall contact the Employee Attendance Secretary at 810-591-0810.
- B. If a teacher is absent for business or non-emergency purposes, the immediate supervisor shall be notified before 4:00 p.m. on the day preceding the day of absence.
- C. A substitute shall be provided for each teacher in his/her absence.
- D. If enough substitute teachers cannot be secured on a given day, the following process may be used:
  - 1. Absences of teachers who provide pull-out services will not be filled. Students shall remain in their regular classroom.
  - 2. Absences created by K-6 specials teachers (e.g. physical education, vocal music, computers, art, etc.) will not be filled. Students shall remain in their regular classroom. If such an action causes the regular teacher to miss his or her planning time the affected teacher shall be compensated at the professional hourly rate as defined by Article IV.B.1.b for the planning time lost, according to Appendix F.
  - 3. Absences created by regular K-6 classroom teachers may be filled by asking non-load bearing certified and non-certified appropriately permitted staff (staff whose absence would not require a substitute and lesson plan) or specials teachers to cover the vacant classroom, whichever is the least disruptive as determined by the Administration. Annually, the District will obtain the appropriate substitute permit for non-certified staff to act as a substitute teacher. If a specials teacher is assigned, the students in the specials teacher's affected classes shall remain in their regular classroom. No additional compensation shall be provided as a result of such assignment unless the assignment causes him or her to miss the daily contractual planning time. In that case, compensation shall be provided for loss of planning time at the professional hourly rate (Article IV.B.1.b) according to Appendix F.
  - 4. Each of the options listed (1 through 3 above) shall be invoked for no more than 30 hours to an individual during the school year.

Administration should make every effort to rotate which staff members cover vacant classrooms and to minimize the involuntary loss of planning periods caused by cancelled specials. Any teacher who loses their planning period due to cancelled specials or subbing will be paid at the professional hourly rate as defined by Article IV.B.1.b. according to Appendix F.

## **ARTICLE XIV- MISCELLANEOUS PROVISIONS**

- A. Each staff member is entitled to a pass to all home athletic contests. These passes will be provided to the staff member in September of the school year, on a general basis, and will entitle the staff member and guest to attend the events. Passes to concerts, plays, etc., will be provided to staff members throughout the year, with the permission of teachers involved in these events.
- B. Copies of this Agreement shall be posted on the District's web site. Teachers may request a hard copy of the Master Agreement by notifying the Assistant Superintendent in writing.
- C. A form shall be provided for a substitute teacher and the regular teacher to comment to each other on the teacher's plans, the activities and other relevant information.
- D. The Board shall provide the general guidelines for operation and administration of the mainstreaming program to teachers within the first week of school. Any teacher assigned for a majority of the student day an identified special education student (or a student scheduled for an IEP) shall be permitted to participate in any scheduled case conference relative to educational placement, review or adjustment of the student's program affecting the teacher. Teachers shall be released for such case conferences held during the school day.
- E. A bargaining unit member may be hired to only one summer position unless no other bargaining unit member, who is certified and qualified, has applied for said position.
- F. Teachers shall comply with this Agreement and reasonable written rules, regulations and directives adopted by the Board, or its representatives, which are not inconsistent with provisions of this Agreement.
- G. An Emergency Manager appointed by law, is authorized to reject, modify, or terminate this Agreement as provided by law.
- H. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods. Pursuant to the merit pay provisions in Section 1250 of the Revised School Code, all bargaining unit members rated "effective" or "highly effective" overall on their respective annual performance evaluation shall receive an off-schedule payment no later than December 31 of the following school year. The payment amount shall be determined by the Board annually.



## **ARTICLE XV - NO STRIKE CLAUSE**

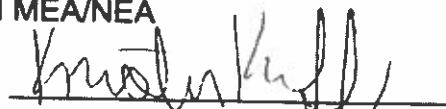
The Association agrees that any differences shall be resolved through the negotiating process without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board.

## ARTICLE XVI – DURATION OF AGREEMENT

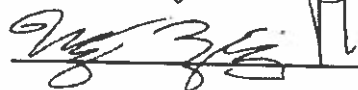
- A. This Agreement shall be effective as of the 1<sup>st</sup> day of July 2022 and shall continue in full force and effect through the 30<sup>th</sup> day of June 2024.
- B. In accordance with Article XI.A, the Board, in the year this contract expires, agrees to negotiate with the Association a successor agreement. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Association.

### DAVISON EDUCATION ASSOCIATION MEA/NEA

Kristin Kneff, President



Marty Zmiejko, MEA UniServ Director



Sara Howes, Vice President

Jan Crawford, Negotiator

Katie Gist, Negotiator

Michael Hull, Negotiator

Melissa Jones, Negotiator

Anthony Schaaf, Negotiator

Tim Rutkowski, Negotiator

### DAVISON BOARD OF EDUCATION

Karen Conover, President



Diane Rhines, Secretary



Granger Stefanko, Vice President

Eric Lieske, Treasurer

Nicholas Goyette, Trustee

Stefanie Pickell, Trustee

Matthew Smith, Trustee

**APPENDIX A-1**-(intentionally left blank for possible future use)

## **APPENDIX A-2**

### **TEACHER SALARIES** 2022-2023 and 2023-2024 School Years

All salary adjustments are subject to legal constraints.

For the 2022-2023 School Year:

- There will be a 2.00% increase on the Schedule A Salary Scale.
- Teachers eligible to receive a vertical experience step (see Appendix A-3.7) will receive one (1) step on-scale.

For the 2023-2024 School Year:

- There will be 2.00% increase on the Schedule A Salary Scale.
- Teachers eligible to receive a vertical experience step (see Appendix A-3.7) will receive one (1) step on-scale.

**2022/2023**

<b>STEP</b>	<b>BA</b>	<b>BA+18</b>	<b>BA+30/MA</b>	<b>MA+15</b>	<b>MA+30/SPCL</b>
0	\$39,328	\$41,400	\$43,674	\$46,075	\$48,608
0.5	\$40,364	\$42,481	\$44,878	\$47,344	\$49,946
1	\$41,400	\$43,564	\$46,075	\$48,608	\$51,284
1.5	\$42,481	\$44,713	\$47,344	\$49,946	\$52,694
2	\$43,564	\$45,859	\$48,608	\$51,284	\$54,104
2.5	\$44,713	\$47,062	\$49,946	\$52,694	\$55,591
3	\$45,859	\$48,266	\$51,284	\$54,104	\$57,078
3.5	\$47,062	\$49,531	\$52,694	\$55,591	\$58,650
4	\$48,266	\$50,798	\$54,104	\$57,078	\$60,220
4.5	\$49,531	\$52,128	\$55,591	\$58,650	\$61,875
5	\$50,798	\$53,465	\$57,078	\$60,220	\$63,533
5.5	\$52,128	\$54,874	\$58,650	\$61,875	\$65,282
6	\$53,465	\$56,268	\$60,220	\$63,533	\$67,024
6.5	\$54,874	\$57,748	\$61,875	\$65,282	\$68,867
7	\$56,268	\$59,225	\$63,533	\$67,024	\$70,713
7.5	\$57,748	\$60,780	\$65,282	\$68,867	\$72,661
8	\$59,225	\$62,338	\$67,024	\$70,713	\$74,605
8.5	\$60,780	\$63,978	\$68,867	\$72,661	\$76,652
9	\$62,338	\$65,606	\$70,713	\$74,605	\$78,703
9.5	\$63,978	\$67,329	\$72,661	\$76,652	\$80,871
10	\$65,606	\$69,051	\$74,605	\$78,703	\$83,032

See Appendix A-3, Item 2, "Limitation on Experience Credit"

**2023/2024**

<b>STEP</b>	<b>BA</b>	<b>BA+18</b>	<b>BA+30/MA</b>	<b>MA+15</b>	<b>MA+30/SPCL</b>
0	\$40,115	\$42,228	\$44,547	\$46,997	\$49,580
0.5	\$41,171	\$43,331	\$45,776	\$48,291	\$50,945
1	\$42,228	\$44,435	\$46,997	\$49,580	\$52,310
1.5	\$43,331	\$45,607	\$48,291	\$50,945	\$53,748
2	\$44,435	\$46,776	\$49,580	\$52,310	\$55,186
2.5	\$45,607	\$48,003	\$50,945	\$53,748	\$56,703
3	\$46,776	\$49,231	\$52,310	\$55,186	\$58,220
3.5	\$48,003	\$50,522	\$53,748	\$56,703	\$59,823
4	\$49,231	\$51,814	\$55,186	\$58,220	\$61,424
4.5	\$50,522	\$53,171	\$56,703	\$59,823	\$63,113
5	\$51,814	\$54,534	\$58,220	\$61,424	\$64,804
5.5	\$53,171	\$55,971	\$59,823	\$63,113	\$66,588
6	\$54,534	\$57,393	\$61,424	\$64,804	\$68,364
6.5	\$55,971	\$58,903	\$63,113	\$66,588	\$70,244
7	\$57,393	\$60,410	\$64,804	\$68,364	\$72,127
7.5	\$58,903	\$61,996	\$66,588	\$70,244	\$74,114
8	\$60,410	\$63,585	\$68,364	\$72,127	\$76,097
8.5	\$61,996	\$65,258	\$70,244	\$74,114	\$78,185
9	\$63,585	\$66,918	\$72,127	\$76,097	\$80,277
9.5	\$65,258	\$68,676	\$74,114	\$78,185	\$82,488
10	\$66,918	\$70,432	\$76,097	\$80,277	\$84,693

## APPENDIX A-3 - SALARY SCHEDULE SPECIAL PROVISIONS

1. Determination of Experience Credit: Credit may be given to newly hired teachers for teaching experience gained prior to service in the Davison Community Schools.
2. Limitation on Experience Credit: New hires shall not be granted more experience credit than an existing teacher with the same number of years of experience in the Davison District.

When hiring non-certified personnel to teach CTE courses on an Annual Occupational Authorization, the District may consider and grant experience credit based on time spent in the occupation(s)/profession(s) where the employee earned the 4000 hours required for the authorization.

When hiring non-teaching professional personnel, such as, but not limited to, counselors, speech pathologists, or social workers, the District may consider and grant experience based on the time spent in the professional occupation.

Prospective employees may be granted one year of experience credit on the Schedule A Salary Scale for every two years of employment in the occupation(s)/profession(s).

3. Qualifications for Advancement on Education-Related Salary Columns:
  - a. It is understood that to qualify for entry into the B.A. + 18 and the B.A. + 30 columns of Schedule A of the current Agreement, the eighteen (18) and thirty (30) hours must be semester hours of graduate credit and must have been completed after the receipt of the B.A. that was used to support the individual's application for teaching certification in the State of Michigan.

Courses required for the Automotive Technology instructor to maintain his/her Automobile Technician Occupational Education Certificate or to maintain certification for the program to enable students to earn certifications may be approved for credit toward advancement on the pay scale. Requests for any courses to be used for advancement on the pay scale must be submitted in writing and approved by the Assistant Superintendent in advance. It is understood that twenty-five (25) hours of approved course work will equate to one (1) credit toward advancement.

- b. It is further understood that to qualify for entry into the M.A. + 15 and the M.A. + 30 columns of Schedule A, the fifteen (15) and the thirty (30) hours must be semester hours of graduate credit; the said hours are verified by the M.A. degree-granting university as not part of the partial fulfillment of the M.A. degree; the said

hours need not be completed after the receipt of the M.A. degree; the teacher shall not be permitted to enter the M.A. + 15 or M.A. + 30 columns unless they have obtained an M.A. degree.

- c. In order for a course to qualify for pay credit, a teacher is required to have a grade of "B" or better in the course and the course must be of mutual benefit to the teacher and the District.
  - d. The current contract shall be interpreted as follows: courses accepted prior to August 31, 1989 for advancement on the salary schedule which resulted in a move to BA+18, BA+30, MA+15, or MA+30 will not be reevaluated in subsequent transcript evaluations. Nothing in this provision shall restrict the reevaluation of transcripts for advancement since 1989, nor prohibit the correction of errors in placement on the salary schedule.
- 4. Military Service Credit: A differential of \$200 shall be paid to all teachers who have served one (1) year or more of military service. Teachers hired after September 1, 2003, will not receive the additional \$200.
  - 5. Salary Distribution: All teachers will be paid in twenty-six (26) installments.
  - 6. Longevity Premium: The Board of Education shall provide a longevity payment for teachers who have appropriate Davison years of experience according to the following schedule. This payment shall be made in March.

<u>Years of Experience</u>	<u>Amount</u>
10 - 14 years	\$ 1,000
15 - 19 years	\$ 1,250
20 - 24 years	\$ 1,500
25 - 29 years	\$ 2,000
30 + years	\$ 2,500

- 7. Qualification for Salary Credit: Salary credit shall be given for a full semester if forty-seven (47) or more days of a semester are taught. Starting with the 1994-1995 school year, all District paid leave, including sick days, sick bank days, worker compensation days, and sabbatical leave, shall count towards salary credit. Long Term Disability leave time shall not count for salary credit. (See Article VIII.C.3)
- 8. Calendar Year: Any student days added during the life of this contract will be compensated at one-half the teacher's per diem rate for each day.
- 9. Professional Development Pay: Five (5) professional development days (or 30 hours) are required of all teachers annually. More detailed information can be found in the



professional development guidelines located in the Teacher Handbook and in Article V.D.

A “day” for this purpose is defined as six (6) hours.

Each year teachers shall be paid for up to forty (40) additional hours of professional development providing such hours are in excess of the District’s professional development requirement. Such hours will be compensated at \$18.00 per hour.

To qualify for this extra pay teachers must complete the mandatory professional development requirements of the District (30 hours) as defined in this Agreement and in the professional development guidelines.

The additional hours of professional development must be pre-approved by the Personnel Office and completed outside of the school day in order to be considered for compensation. The District shall not be responsible for payment of registration or other fees for such hours.

Teachers at Step 10 MA+30 on Schedule A of the Master Agreement who successfully complete graduate level course work will receive three (3) professional development hours for each graduate level college credit. These hours will only be applied as professional development hours beyond the thirty (30) hours required by the District, and the teacher will be compensated at a rate of \$18.00 per hour for up to forty (40) additional hours of professional development as described in Appendix A-3.9 of the Master Agreement.

**APPENDIX B-1 - EXTRA DUTY**

Head Teacher:

Thomson Elementary, Hill Elementary, Siple Elementary, Hahn Intermediate, Middle School, High School and Alternative High School (per semester)....\$500.00

Central Elementary and Gates Elementary (per semester).....\$650.00

Head Teacher at Great Start Readiness Program (GSRP) to be paid \$250.00 per year.

Department Heads:

In grades 7-12 the District may appoint department heads.

The primary function of a department head is to provide leadership within their building's curricular area by facilitating curriculum meetings, coordinating supply orders and consumable requests, assisting in the completion of ACC reports and acting as a liaison between the administration and/or curriculum coordinator.

The teacher appointed must provide in writing his/her acceptance of the appointment.

Teachers fulfilling the role of a department head will receive \$500.00/semester.

The following Salary Differentials shall be in effect based on the BA base rate of Appendix A.

The Board has the right to not fill any or all Appendix B-1 positions.

Class Sponsors:

9th Grade .....	2.0%
10th Grade .....	2.0%
11th Grade .....	2.0%
12th Grade .....	2.0%
HS BPA.....	2.0%
HS Quiz Bowl .....	4.5%
MS Quiz Bowl .....	2.0%
HS Science Olympiad .....	2.0%

HS Student Council .....	4.0%
MS Student Council .....	2.5%
HS National Honor Society .....	4.0%
MS National Honor Society .....	2.5%
Student Activities Chair .....	4.5%
High School Fall Play Director & Musical Assistant .....	4.0%
(To include productions such as Homecoming, Story Book Plays, Musical, etc.)	

Plus 2% per major production.

Elementary LINKS Coordinator .....	1.0%
Middle School Drama .....	2.0% per production

Yearbook:

High School .....	5.0%
Alternative Education .....	2.5%
Middle School .....	4.5%

HS Forensics (without class) .....	4.0%
Key Club .....	4.0%
DECA Club .....	4.0%
Robotics Club .....	4.0%
MS Robotics .....	2.5%

Teachers may decline extra duties outside of their contractual day without pay.

Clubs:

High School .....	\$4,000
Alternative Education Program .....	\$3,000
Middle School .....	\$3,000
Hahn Intermediate School .....	\$3,000
Elementary Schools .....	\$3,000 per Elementary

Each building shall be granted up to the amount listed above for additional clubs. Clubs not specifically listed may receive up to \$400 as a stipend for its sponsor(s) as determined by the principal.

School Improvement:

Building Chair .....\$500.00

In the event two or more teachers share this role, the stipend will be divided evenly among them.

Individual Goal Chair.....\$200.00

In the event two or more teachers share this role, the stipend will be divided evenly among them.

Summer Curriculum: The rate for summer curriculum work is \$21.08 per hour.

Summer School: \$23.61

Homebound Tutoring: \$23.61

DAE DVE/Online Mentoring: \$23.61 per student per week

DMS Cardinal Success Intervention Teacher: \$23.61 per hour

Davison On-line:

- Teachers hired to create on-line courses will be paid the summer curriculum rate of \$21.08 per hour for developing the course. The total amount of compensation for creating an on-line course cannot exceed \$2,000.00. These courses and the content will become the property of the District.
- Online teachers will be paid as follows:
  - \$23.61 per student enrolled with the teacher per week for up to five (5) students.
  - a flat fee of \$150.00/week if there are six (6) to 10 students enrolled with the teacher.
  - a flat rate of \$175.00/week if there are 11-15 students enrolled with the teacher.
  - a flat rate of \$200.00/week if there are 16-20 students enrolled with the teacher.
  - for working on their conference hour if there are 21 students or more enrolled with the teacher.

Teachers will provide students up to 18 weeks of instruction not to exceed the last student day of the school year. Teachers are also required to initiate and document two-way contact with students weekly. Teachers may consent to

providing additional instruction beyond the last student day at the rate of \$23.61 per hour per student per week.

Online teachers will not carry more than 32 online students unless mutually agreed upon between administration and the affected teacher. Teachers will be compensated following the overage language in Article VI.A. Alternately, administration may schedule the online class into the teacher's work day.

District Presenter Pay Rate shall be \$54.17. This shall be paid to teachers when they are asked to plan and present information, such as professional development, in a manner that is outside of their normal day and job description. Teachers shall be paid for an hour of planning for up to three hours of presentation.

## APPENDIX B-2 - ATHLETIC COMPENSATION

1. Coaches who are not Davison teachers shall have their Schedule B salary computed based upon the BA column of Schedule A and upon the number of years they have coached in that sport.
2. Coaches who are Davison teachers shall have their Schedule B salary computed based upon the number of years they have coached in any interscholastic sport and upon the educational level (column on Schedule A) that they currently receive as a teacher.
3. Additional non-posted assistants may be added to the program at the discretion of the athletic director and head coach as the size of the program warrants and funds are available.
4. Employees who coached in a position that was decreased in pay as a result of the changes and continues in that same position in the next year shall be grandparented at the higher percentage each successive year for as long as that coach continues in that position. If the coach does not coach in that position for one year for any reason other than an approved sick or child rearing leave and then resumes in that position in a future year, he/she shall no longer be grandparented. Grandparenting rights shall go to those employees who were in the affected coaching positions in:

Spring Sports, 2001  
Fall Sports, 2001  
Winter Sports, 2002

A list of grandparented employees can be found in the letter of agreement dated November 20, 2002.

The Board has the right to not fill any or all Appendix B-2 positions.

Baseball:

Varsity .....	7.0%
Junior Varsity .....	5.0%
Freshman .....	5.0%
Middle School .....	3.0%

Basketball:

Varsity, Head .....	10.0%
Varsity, Assistant .....	7.0%
Junior Varsity.....	7.0%
9th Grade .....	7.0%
8th Grade .....	5.0%
7th Grade .....	5.0%

Cross Country:

Varsity, Head .....	5.0%
Varsity, Assistant .....	3.0%
Middle School.....	3.0%
Middle School, Assistant .....	2.0%

Football:

Varsity, Head .....	10.0%
Varsity, Assistant .....	7.0%
Junior Varsity, Head .....	7.0%
Junior Varsity, Assistant .....	6.0%
9th Grade, Head .....	7.0%
9th Grade, Assistant .....	6.0%
7 <sup>th</sup> Grade, Middle School, Head .....	5.0%
8 <sup>th</sup> Grade, Middle School, Head .....	5.0%
Middle School, Assistant .....	4.0%

Golf:

Varsity .....	5.0%
Junior Varsity.....	3.0%

Hockey:

Head .....	10.0%
Assistant.....	4.0%

Lacrosse:

Varsity .....	5.0%
Junior Varsity.....	3.0%

Dance

Varsity .....	3.0%
Middle School .....	2.0%

Pom-Pon (full year):

Varsity .....	3.0%
Junior Varsity .....	2.0%
Middle School .....	2.0%

Cheer Sideline and Competitive (paid as separate seasons):

High School:

Varsity, Head.....	5.0%
Varsity, Assistant.....	3.0%
Junior Varsity .....	3.0%
9 <sup>th</sup> Grade .....	3.0%
Middle School .....	3.0%

Soccer:

Varsity .....	7.0%
Junior Varsity .....	5.0%

Softball:

Varsity .....	7.0%
Junior Varsity .....	5.0%
Freshman .....	5.0%
Middle School .....	3.0%

Swimming:

Varsity .....	5.0%
Middle School .....	3.0%

Tennis:

Varsity .....	5.0%
Junior Varsity .....	3.0%

Track:

Varsity, Head .....	7.0%
Varsity, Assistant .....	5.0%
Middle School Head .....	5.0%
Middle School Assistant .....	4.0%

Volleyball:

Varsity, Head.....	10.0%
Varsity, Assistant.....	7.0%
Junior Varsity .....	7.0%
9 <sup>th</sup> Grade .....	7.0%
8 <sup>th</sup> Grade .....	3.0%



7th Grade .....	3.0%
Wrestling:	
Varsity, Head .....	10.0%
Varsity, Assistant .....	7.0%
Junior Varsity .....	7.0%
Middle School .....	3.0%
Bowling	
Varsity .....	5.0%

## APPENDIX B-3 - MUSIC COMPENSATION

Compensation for the following positions will be based on the teacher's current Appendix A salary.

An employee who is in a position that was decreased in pay as a result of the changes and continues in that same position in the next year shall be grandparented at the higher percentage each successive year for as long as that teacher continues in that position. If the teacher does not work in that position for one year for any reason other than an approved sick or child rearing leave and then resumes in that position in a future year, he/she shall no longer be grandparented. Grandparenting rights shall go to those employees who were in the affected position during the 2001/2002 school year.

A list of grandparented employees can be found in the letter of agreement dated November 20, 2002.

The Board has the right to not fill any or all Appendix B-3 positions.

HS Instrumental .....	6.5%
HS Symphonic Band Assistant .....	4.0%
HS Marching Band.....	3.5%
HS Marching Band Assistant .....	3.0%
HS Orchestra .....	2.5%
HS Jazz Band/Pep Band .....	2.0%
MS Band .....	5.0%
MS Orchestra.....	5.0%
MS Jazz Band.....	2.0%
MS Vocal .....	3.0%
MS/Hahn Honors Choir (Mezzo Voce).....	2.0%
HS Vocal Music .....	9.0%
(Minimum 3 concerts per year)	
HS Musical Director and Fall Play Assistant .....	5.0%
Pit Orchestra for Musical.....	2.0%
Elementary Vocal.....	1.0%
Elementary Instrumental .....	1.0%
HS Marching Band Camp .....	9.0%
(Includes PreBand Camp and Marching Band by the Band Director)	

## **APPENDIX B-4 - SPORTING EVENT WORKERS**

1. These jobs are designed as non-coaching jobs at athletic events. These jobs are such as may be deemed necessary and advisable by the Athletic Director and Administration.
2. The rate of pay for such jobs is federal minimum wage computed to the nearest five (5) minutes of employment.
3. Staff personnel will be given first opportunity to work, but if none are readily available, non-staff members may be employed.
4. Seniority\* will continue in any given sport as long as the individual works 3/4 of the contests at which he/she is needed in that particular sport. If a person drops out of his/her job for one or more years, his/her seniority\* will remain the same, but when he/she decides to return, he/she will have to wait for an opening.
5. Situations not covered by the principles and guidelines will be determined by the Athletic Director or the person in charge of directing such working personnel and one member of the Association negotiation committee so designated by that committee.
6. Those who work at such athletic contests work directly under the individual so designated by the Administration. This individual, however, is to be directly responsible to the Athletic Director.

\*Seniority for the purpose of B-4 only will be based on years of service in each sport season.

## APPENDIX C - FRINGE BENEFITS

The Board shall contribute toward providing continuing employees the following insurance protection for a full twelve (12)-month period under a Cafeteria 125 Plan:

- A. Health Insurance: Employee health insurance protection is provided subject to the following exceptions:
1. If a husband and wife are both members of the bargaining unit, either may elect health insurance coverage;
  2. Teachers covered by another health care plan are not eligible for health insurance coverage unless the other coverage is terminated. Should it be impossible for the employee to terminate the other insurance, the employee will receive full District health care benefits for which he/she is entitled subject to Board of Education approval.

Full family MESSA health insurance coverage is provided for the employee and his/her eligible dependents including sponsored dependents as defined by MESSA and its underwriter. The employee shall pay any required deductible and pay any amount above the Board contribution for the premium through automatic payroll deduction for his/her selected MESSA program. This provision shall remain unchanged for the life of the contract.

Eligible employees may elect one of the following MESSA health insurance programs pursuant to 2011 Public Act 152 with the District contributing toward the cost of the premium up to the amount as shown below, within constraints imposed by law:

- Single Coverage - \$6,922.67
- Two Person Coverage - \$14,488.29
- Full Family Coverage - \$18,946.22

Hard cap amounts will be adjusted in January of each year to increase at the same rate as the state hard cap as established by PA152.

- MESSA Choices
  - \$500/\$1000 In Network Deductible
  - Saver Rx
  - \$20/\$25/\$50 OV/UC/ER

OR

- MESSA ABC Plan 1 High Deductible Health Plan
  - MESSA ABC Rx

OR

MESSA Essentials

- \$375/\$750 In Network Deductible
- EbM Rx\$25/\$50/\$200 OV/UC/ER
- 20% In Network Coinsurance

OR

- A different medical health insurance plan mutually agreed upon by the Board and the Association

The annual premium is defined as the monthly premium for January each year times twelve (12). Teachers will have their annual, twelve (12) months, premium contribution deducted in 26 equal deductions January 1 – December 31.

Employees will have the amount of their contribution deducted from their pay automatically and need to take no action for the deduction to begin.

To the extent permitted by law, employees may pay the employee contribution with pre-tax dollars under an IRS Section 125 Premium Contribution Plan. Under a Premium Contribution Plan, employees can avoid federal and state income taxes, and FICA taxes. They will have to pay MPERS retirement contributions.

Employees need to sign up/enroll in the pre-tax Premium Contribution Plan during open enrollment and specify the amount to be set aside in the tax-free fund.

B. Cash Options:

Employees not electing health insurance coverage under the provisions of this Agreement shall receive a cash benefit based on the formula below. The employee must provide the District proof of having minimum essential medical health insurance elsewhere before the District can pay any monies towards the cash option benefit. Employees hired after the beginning of the school year shall receive a prorated cash benefit amount equal to one twelfth of the annual amount for each month employed in the benefit year.

0 – 24 employees	\$2,000.00
25 – 29 employees	\$2,500.00
30 – 34 employees	\$3,000.00
35 – 39 employees	\$3,500.00
40+ employees	\$4,000.00

C. Dental Insurance:

The Board shall provide dental insurance with \$1,000.00 annual maximum for service types A, B, and C and \$1,500.00 lifetime maximum for service type D – orthodontic, or an equivalent plan and it may be a self-insured dental plan.

If the employee has no other dental coverage, Plan A coverage will be provided.

Plan A:

- Type A Expenses – Diagnostic and Preventive Services 80%
- Type B Expenses – Basic Services 80%
- Type C Expenses – Major Services 80%
- Type D Expenses – Orthodontics 70%

If the employee is eligible for other group dental care, he/she shall so inform the Personnel Office in writing and Plan B coverage will be provided. Benefits will be coordinated with the other insurance to cover up to 100% of the dental charge. Charges will be covered up the amounts shown below based on the type of expense.

Plan B:

- Type A Expenses – Diagnostic and Preventive Services 50%
- Type B Expenses – Basic Services 50%
- Type C Expenses – Major Services 50%
- Type D Expenses – Orthodontics 70%

The dental plan shall include internal and external Coordination of Benefits (COB), with the premium for those employees based on 50%-50% co-pay.

D. Life Insurance: The Board shall provide group life insurance protection in the amount of \$45,000 that will be paid to the teacher's designated beneficiary. Said policy shall include AD & D and waiver of premium coverage.

Life insurance on the life of a teacher's dependents, will be available on an optional basis and at the teacher's own expense.

E. Long Term Disability Insurance: The District will offer long term disability insurance (LTD) with the following features:

1. 66 2/3% of the teacher's pay on the salary schedule to a maximum monthly benefit of \$6,000.00
2. Elimination period: Length of accumulated sick leave, or 120 calendar days of disability accumulated in any twelve (12) consecutive months, whichever is later
3. Mental Disorder & Substance Abuse – same as physical disease
4. COLA Benefit
5. Rehabilitation (50% of rehabilitation offset)
6. Layoff protection up to three (3) months
7. Six-month recurrent disability clause

8. Minimum benefits greater of \$50.00 or 5%
- F. Vision Insurance: The Board shall provide vision insurance, MESSA VSP3, or a plan with equal specifications and coverage.
- G. Cafeteria 125 Plan: The District shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. All cost relating to the implementation and the administration of benefits under the Section 125 plan shall be borne by the employer.
- H. Annual Open Enrollment Period for Medical Insurance: There shall be an open enrollment period each year in the fall as jointly established by MESSA, the Board, and the Association. The Board shall provide insurance forms and application to each employee upon employment. It shall be the responsibility of each employee to keep the Board apprised of changes which affect insurance coverage.
- I. Cancellation of Insurance Coverage: In the event an employee is terminated, goes on an unpaid leave or resigns during the school year, the insurance shall be canceled at the end of the month the teacher resigns or goes on unpaid leave. A teacher may elect to continue fringe benefit coverage at the group rate to the extent allowable by the carrier.
- J. Insurance Coverage for Part-Time Employees: The Board shall provide part-time employees with the following insurance protection for a full twelve-month period: employees working over fifty percent (50%) will receive one-hundred percent (100%) coverage and shall pay the same employee contribution as full-time employees, as defined in Appendix C, "Fringe Benefits." Employees who are working fifty percent (50%) or less will not receive fringe benefits.
- K. A teacher shall be charged 1/260th of the cost of his/her fringe benefits beginning with the first unapproved dock day of the school year and/or beginning with the third approved dock day. No charge will be assessed during the ten day waiting period required by the Sick Leave Bank. For a teacher using the Family and Medical Leave Act leave (maximum 12 weeks), this charge will not begin until this leave is completed. Fringe benefit costs shall include the District's costs for medical, cash in lieu, LTD, life insurance and administrative fees for dental and vision coverage. The amount shall be automatically deducted from his/her paycheck.

## APPENDIX D

### 2022/2023 District-Wide Balanced Calendar

August 8, 2022 .....	Teacher Work Day
August 9, 2022 .....	District PD Day
August 10, 2022 .....	Building PD Day
August 16, 2022 .....	First Student Day
August 12, 19 & 26, 2022 .....	<b>No School for Students &amp; Teachers</b>
September 2-5, 2022 .....	<b>No School – Labor Day Break</b>
October 13, 2022 .....	<b>No School (K-8); Delayed Day (9-12)</b> Parent-Teacher Conferences
October 14, 2022 .....	<b>No School for Students &amp; Teachers</b> Comp Day for Evening Conferences
October 27, 2022 .....	End of 1 <sup>st</sup> Marking Period
October 28, 2022 .....	<b>No School for Students</b> Teacher Work Day (½ PD; ½ Records)
October 31 – November 3, 2022 .....	Intersession #1
November 4, 2022 .....	<b>No School for Student &amp; Teachers</b>
November 24-25, 2022 .....	<b>No School for Students &amp; Teachers</b> Thanksgiving Break
December 22, 2022– January 3, 2023 .....	<b>No School for Students &amp; Teachers</b> Winter Break
January 16, 2023 .....	<b>No School for Students &amp; Teachers</b> MLK Day
January 20, 2023 .....	End of 1 <sup>st</sup> Semester
January 23, 2023 .....	<b>No School for Students</b> Teacher Records Day
February 17, 2023 .....	<b>No School for Students &amp; Teachers</b>
February 20-23, 2023 .....	Intersession #2
February 24, 2023 .....	<b>No School for Students &amp; Teachers</b>
March 23, 2023 .....	End of 3 <sup>rd</sup> Marking Period
March 24, 2023 .....	<b>No School for Students &amp; Teachers</b>
March 27-31, 2023 .....	<b>No School for Students &amp; Teachers</b> Spring Break
April 3, 2023 .....	<b>No School for Students</b> Teacher Work Day (1/2 PD; ½ Records)
April 7, 2023 .....	<b>No School for Student &amp; Teachers</b> Good Friday
May 26-29, 2023 .....	<b>No School for Students &amp; Teachers</b> Memorial Day Break
June 9, 16, 2023 .....	<b>No School for Students &amp; Teachers</b>
June 20, 21, 22, 2023 .....	½ Student Day (K-12); ½ Teacher Records (K-12)
June 22, 2023 .....	End of 2 <sup>nd</sup> Semester



# 2022/2023 DISTRICT BALANCED CALENDAR

<b>School Day</b>	<b>JULY 2022</b>	<b>AUGUST 2022</b>	
No School for Teachers or Students	S M T W T F S 1 2	S M T W T F S 1 2 3 4 5 6	8/8 - Teacher Work Day
Teacher PD Day	3 4 5 6 7 8 9	7 8 9 10 11 12 13	8/9 - District PD
Teacher Work Day - No School	10 11 12 13 14 15 16	14 15 16 17 18 19 20	8/10 - Building PD
Early Release	17 18 19 20 21 22 23	21 22 23 24 25 26 27	8/16 - First Student Day
Interession	24 25 26 27 28 29 30	28 29 30 31	8/12, 8/19, 8/26 - No School
188 Teacher/180 Student Days	31		<u>13</u> Teacher/ <u>10</u> Student Days
	<b>SEPTEMBER 2022</b>	<b>OCTOBER 2022</b>	
	S M T W T F S 1 2 3	S M T W T F S 1	10/13 - P/T Conf-No School No School (K-8); Delayed Day (9-12)
9/2-9/5 Labor Day Break -No School	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	10/14 - No School for Teachers Comp Day for Evening Conf
20 Teacher/20 Student Days			10/27 - End of 1st MP (47 days) 10/28 - Teacher Work Day 1/2 PD; 1/2 Records 10/31-11/3 INTERSESSION #1 <u>20</u> Teacher/ <u>17</u> Student Days
	<b>NOVEMBER 2022</b>	<b>DECEMBER 2022</b>	
	S M T W T F S 1 2 3 4 5	S M T W T F S 1 2 3	
11/24-11/25 Thanksgiving Break - No School	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	12/22/22-1/3/23 Winter Break -No School
<u>16</u> Teacher/ <u>16</u> Student Days			<u>15</u> Teacher/ <u>15</u> Student Days
	<b>JANUARY 2023</b>	<b>FEBRUARY 2023</b>	
1/16 - MLK Day - No School	S M T W T F S 1 2 3 4 5 6 7	S M T W T F S 1 2 3 4	
1/20 - End of Semester 2nd MP = 43 days	8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	2/17 - No School
1st semester - 90 days			2/20-2/23 INTERSESSION #2
1/23 - Teacher Record's Day			2/24 - No School
<u>19</u> Teacher/ <u>18</u> Student Days			<u>14</u> Teacher/ <u>14</u> Student Days
	<b>MARCH 2023</b>	<b>APRIL 2023</b>	
	S M T W T F S 1 2 3 4	S M T W T F S 1	
3/23 - End of 3rd MP 3rd MP = 37 days	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	4/3 - Teacher Work Day 1/2 PD; 1/2 Records
3/24 - No School			4/7 - Good Friday - No School
3/27-3/31 - Spring Break			<u>19</u> Teacher/ <u>18</u> Student Days
<u>17</u> Teacher/ <u>17</u> Student Days			
	<b>MAY 2023</b>	<b>JUNE 2023</b>	
	S M T W T F S 1 2 3 4 5 6	S M T W T F S 1 2 3	6/9, 6/16 - No School
5/26-5/29 Memorial Day Break - No School	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	6/20-6/22 1/2 Student Day (K-12) 1/2 Teacher Records Day (K-12)
<u>21</u> Teacher/ <u>21</u> Student Days			6/22 - End of Semester 4th MP =53 days 2nd Semester =90 days <u>14</u> Teacher/ <u>14</u> Student Days

Approved by CMC \_\_\_/\_\_\_/\_\_\_

## 2023/2024 District-Wide Balanced Calendar

August 14, 2023 .....	Teacher Work Day
August 15-16, 2023 .....	District/Building PD Day
August 21, 2023 .....	First Student Day
August 18 & 25, 2023 .....	<b>No School for Students &amp; Teachers</b>
September 1-4, 2023 .....	<b>No School – Labor Day Break</b>
October 19, 2023 .....	<b>No School (K-8); Delayed (9-12)</b> Parent-Teacher Conferences
October 20, 2023 .....	<b>No School for Students &amp; Teachers</b> Comp Day for Evening Conference
October 26, 2023 .....	End of 1st Marking Period
October 27, 2023 .....	<b>No School for Students</b> Teacher Work Day (1/2 PD; ½ Records)
October 30 – November 2, 2023 .....	Intersession #1
November 3, 2023 .....	<b>No School for Students &amp; Teachers</b>
November 23-24, 2023 .....	<b>No School for Students &amp; Teachers</b> Thanksgiving Break
December 21, 2023– January 2, 2024 .....	<b>No School for Students &amp; Teachers</b> Winter Break
January 15, 2024 .....	<b>No School for Students or Teachers</b> MLK Day
January 19, 2024 .....	End of 1 <sup>st</sup> Semester
January 22, 2024 .....	<b>No School for Students</b> Teacher Records Day
February 19-22, 2024 .....	Intersession #2
February 23, 2024 .....	<b>No School for Students &amp; Teachers</b>
March 22, 2024 .....	End of 3 <sup>rd</sup> Marking Period
March 25-29, 2024 .....	<b>No School for Students &amp; Teachers</b> Spring Break
April 1, 2024 .....	No School for Students Teacher Work Day (1/2 PD; ½ Records)
May 24-27, 2024 .....	<b>No School for Students &amp; Teachers</b> Memorial Day Break
June 7, 14, 2024 .....	<b>No School for Students &amp; Teachers</b>
June 18, 19, 20, 2024 .....	½ Student Day (K-12); ½ Teacher Records (K-12)
June 20, 2024 .....	End of 2nd Semester

# 2023/2024 DISTRICT BALANCED CALENDAR

School Day	JULY 2023	AUGUST 2023	
No School for Teachers or Students	S M T W T F S	S M T W T F S	8/14 - Teacher Work Day
Teacher PD Day	2 3 4 5 6 7 8	6 7 8 9 10 11 12	8/15 & 8/16 - District/Building PD
Teacher Work Day - No School	9 10 11 12 13 14 15	13 14 15 16 17 18 19	8/21 - First Student Day
Early Release	16 17 18 19 20 21 22	20 21 22 23 24 25 26	8/18 & 8/25 - No School
Intersession	23 24 25 26 27 28 29	27 28 29 30 31	
188 Teacher/180 Student Days	30 31		11 Teacher/8 Student Days
	SEPTEMBER 2023	OCTOBER 2023	
	S M T W T F S	S M T W T F S	10/19 - P/T Conf-No School
		1 2 3 4 5 6 7	No School (K-8); Delayed Day (9-12)
9/1-9/4 Labor Day Break	3 4 5 6 7 8 9	8 9 10 11 12 13 14	10/20 - No School for Teachers
-No School	10 11 12 13 14 15 16	15 16 17 18 19 20 21	Comp Day for Evening Conf
	17 18 19 20 21 22 23	22 23 24 25 26 27 28	10/26 - End of 1st MP (44 days)
	24 25 26 27 28 29 30	29 30 31	10/27 - Teacher Work Day
			1/2 PD; 1/2 Records
19 Teacher/19 Student Days			10/30-11/2 INTERSESSION #1
	NOVEMBER 2023	DECEMBER 2023	
	S M T W T F S	S M T W T F S	
11/23-11/24 Thanksgiving Break	5 6 7 8 9 10 11	3 4 5 6 7 8 9	
- No School	12 13 14 15 16 17 18	10 11 12 13 14 15 16	12/21/22-1/2/23 Winter Break
	19 20 21 22 23 24 25	17 18 19 20 21 22 23	-No School
	26 27 28 29 30	24 25 26 27 28 29 30	
17 Teacher/17 Student Days		31	14 Teacher/14 Student Days
	JANUARY 2024	FEBRUARY 2024	
	S M T W T F S	S M T W T F S	
1/15 - MLK Day - No School			
1/19 - End of Semester	1 2 3 4 5 6	1 2 3	
2nd MP = 43 days	7 8 9 10 11 12 13	4 5 6 7 8 9 10	
1st semester = 87 days	14 15 16 17 18 19 20	11 12 13 14 15 16 17	2/19-2/22 INTERSESSION #2
1/22 - Teacher Records Day	21 22 23 24 25 26 27	18 19 20 21 22 23 24	2/23 - No School
	28 29 30 31	25 26 27 28 29	
20 Teacher/19 Student Days			16 Teacher/16 Student Days
	MARCH 2024	APRIL 2024	
	S M T W T F S	S M T W T F S	
3/22 - End of 3rd MP			4/1 - Teacher Work Day
3rd MP = 39 days	3 4 5 6 7 8 9	1 2 3 4 5 6	1/2 PD; 1/2 Records
3/25-3/29 - Spring Break	10 11 12 13 14 15 16	7 8 9 10 11 12 13	
	17 18 19 20 21 22 23	14 15 16 17 18 19 20	
	24 25 26 27 28 29 30	21 22 23 24 25 26 27	
16 Teacher/16 Student Days	31	28 29 30	22 Teacher/21 Student Days
	MAY 2024	JUNE 2024	
	S M T W T F S	S M T W T F S	6/7, 6/14 - No School
			6/18- 6/20
5/24-5/27 Memorial Day Break	5 6 7 8 9 10 11	2 3 4 5 6 7 8	1/2 Student Day (K-12)
- No School	12 13 14 15 16 17 18	9 10 11 12 13 14 15	1/2 Teacher Records Day (K-12)
	19 20 21 22 23 24 25	16 17 18 19 20 21 22	6/20 - End of Semester
	26 27 28 29 30 31	23 24 25 26 27 28 29	4th MP = 54 days
21 Teacher/21 Student Days		30	2nd Semester = 93 days
			12 Teacher/12 Student Days

Approved by CMC \_\_\_/\_\_\_/\_\_\_

## **APPENDIX E - REIMBURSEMENT FOR UNUSED SICK DAYS**

Buy Back of Sick Days (up to 200 days) upon resignation or retirement:

A teacher who resigns or retires shall receive fifty dollars (\$50) for each unused sick leave day he/she has accumulated. A teacher must give notice of his/her retirement or resignation at least forty-five (45) calendar days prior to their retirement or resignation date to receive such payment.

Any teacher hired after January 1, 2005 with less than five (5) years' seniority at the time of separation will not be eligible for the sick day buy back. These unused sick days will be donated to the teachers' Sick Leave Bank.

**APPENDIX F - GUIDELINES FOR COMPENSATING TEACHERS  
FOR LOSS OF PLANNING TIME**

1. It is understood that planning time is a vital part of the teacher day and it is detrimental to both students and teachers when teachers do not have this time.
2. It is recognized by the DEA and the Board of Education that, during the course of a school year, special events and other schedule changes may occasionally occur which will place teachers in a position of teaching or supervising students during their preparation periods.
  - a. If the special event is teacher initiated, such as for a field trip, then no compensation will be expected or paid for loss of preparation time.
  - b. If the special event is administrator initiated, then compensation will be provided (see #4 below) at the teacher's hourly rate (Article IV.B.1.b), so long as the activity resulted in less daily preparation time than the minimum required by the Master Agreement.
3. Subbing during planning time and the cancellation of specials should be minimized whenever possible. Teachers who sub in another classroom or retain students in their own classroom will be compensated for the percentage of the hour worked, rounded up to the nearest 15 minute increment of an hour at their hourly rate (Article IV.B.1.b).
4. Teachers at the secondary level who agree to teach an additional class period and forgo their planning periods for the semester or year will be compensated at their hourly rate (Article IV.B.1.b).
5. The parties also agree that the current practice of conducting IEPTs during teacher planning periods will not be changed by this Agreement.

**APPENDIX G - DAVISON SCHOOL DISTRICT GRIEVANCE FORM**

DAVISON SCHOOL DISTRICT GRIEVANCE FORM

Any grievance is to be submitted to the appropriate administrator as stated in Article XII of the Master Agreement. The administrator or secretary will sign for receipt of the grievance, giving a copy to the grievant and forwarding a copy to the Assistant Superintendent. It is the grievant's responsibility to forward a copy to the Association Grievance Chair, and the Grievance Chair's responsibility to provide a copy to the MEA Uniserv Director.

Grievance Problem: \_\_\_\_\_

**Level One**

Name of Grievant \_\_\_\_\_ Date filed \_\_\_\_\_

School \_\_\_\_\_ Assignment \_\_\_\_\_

Date of prior discussion of grievance with immediate supervisor \_\_\_\_\_

Individual Grievance \_\_\_\_\_ Association Grievance \_\_\_\_\_

Contract Citation: \_\_\_\_\_

**Statement of Grievance:**

**Relief Sought:**

Signature of Grievant \_\_\_\_\_ Date: \_\_\_\_\_

Signature indicating receipt of grievance: \_\_\_\_\_ Date: \_\_\_\_\_

Disposition of Building Principal:

Signature of Principal \_\_\_\_\_ Date: \_\_\_\_\_

Signature Indicating Receipt of Disposition \_\_\_\_\_ Date: \_\_\_\_\_

**Level Two**  
Assistant Superintendent

**Position of Association:**

**Relief Sought:**

Signature Indicating Receipt of Grievance: \_\_\_\_\_ Date: \_\_\_\_\_

**Disposition of Assistant Superintendent or Designee**

Signature of Assistant Superintendent \_\_\_\_\_ Date: \_\_\_\_\_

Signature Indicating Receipt of Disposition: \_\_\_\_\_ Date: \_\_\_\_\_

**Level Three**  
Board of Education Review Committee Hearing

**Position of Association**

Signature Indicating Receipt of Grievance \_\_\_\_\_  
Date: \_\_\_\_\_

**Disposition of Board Review Committee**

Signature of Board Review Committee Chairperson \_\_\_\_\_

Signature Indicating Receipt of Grievance \_\_\_\_\_  
Date: \_\_\_\_\_

## **APPENDIX H - ABSENCE DURING PARENT-TEACHER CONFERENCES**

- A. Any teacher who is absent during parent-teacher conferences must still fulfill his/her professional responsibilities with respect to parent-teacher conferences.
- B. A teacher may apply to use personal leave time (see Article VIII.G) during parent-teacher conferences but on a very limited and restricted basis as follows:
  - 1. The application must be submitted 30 days prior to the event unless the teacher does not learn of the event until later, in which case the application shall be submitted as soon as possible.
  - 2. The application must include plans for contacting parents in advance of the parent-teacher conferences and for meeting with or communicating with the parents on progress of their children in a manner satisfactory to the building principal.
  - 3. An application will be approved only if it is for an activity that cannot be rescheduled and that is an infrequent and very important personal event.
  - 4. Approval by the Administration is not automatic and may be denied.
  - 5. Once the teacher has documented to the Administrator's satisfaction that sufficient meeting or communication with parents has occurred, the personal leave time which was charged will be reinstated.
- C. A teacher may apply to use his/her accrued sick leave time if absent due to illness (see Article VIII.D) during parent-teacher conferences.
  - 1. The application must be submitted prior to the parent-teacher conference if possible or as soon thereafter as possible.
  - 2. The application must include plans for contacting parents in advance of the parent-teacher conferences and for meeting with or communicating with the parents on progress of their children in a manner satisfactory to the building principal.
  - 3. Once the teacher has documented to the Administrator's satisfaction that sufficient meeting or communication with parents has occurred, the sick leave time which was charged will be reinstated.
- D. A teacher who is not eligible for personal or sick leave time will have his/her pay docked but must still make arrangements for contacting parents in advance of the parent-teacher conferences and for meeting with or communicating with the parents on progress of their children in a manner satisfactory to the building principal.



## APPENDIX I - GREAT START READINESS PROGRAM (GSRP)

1. All current and future Great Start Readiness Program (GSRP) teachers shall be in the DEA bargaining unit.
2. To teach in the GSRP, teachers must meet the requirements set by the Michigan Department of Education.
3. The current wages for the teachers in the GSRP shall be as follows:

	<u>2022/2023</u>
a. Step 0	\$21.65 per hour
b. Step .5	\$22.20 per hour
c. Step 1	\$22.74 per hour
d. Step 1.5	\$23.31 per hour
e. Step 2	\$23.89 per hour
f. Step 2.5	\$24.47 per hour
g. Step 3	\$25.06 per hour
h. Step 3.5	\$25.68 per hour
i. Step 4	\$26.34 per hour

	<u>2023/2024</u>
a. Step 0	\$22.09 per hour
b. Step .5	\$22.64 per hour
c. Step 1	\$23.19 per hour
d. Step 1.5	\$23.77 per hour
e. Step 2	\$24.37 per hour
f. Step 2.5	\$24.96 per hour
g. Step 3	\$25.56 per hour
h. Step 3.5	\$26.20 per hour
i. Step 4	\$26.86 per hour

For the 2022-2023 School Year:

- There will be a 2.00% increase on the Salary Scale.
- Teachers eligible to receive a vertical experience step (see Appendix A-3.7) will receive one (1) step on-scale.

For the 2023-2024 School Year:

- There will be a 2.00% increase on the Salary Scale.
- Teachers eligible to receive a vertical experience step (see Appendix A-3.7), will receive one (1) step on-scale.

Credit may be given to newly hired teachers for teaching experience gained prior to service in the GSRP.

Salary experience credit while teaching in the GSRP, including credit for the 2009-2010 school year, shall continue unchanged.

4. Other terms and conditions of employment of GSRP teachers shall continue unchanged except as follows:

- a. GSRP teachers shall accrue seniority within the program. GSRP teachers shall get one hour of seniority and salary credit for each hour of instruction.
- b. Teachers who may work in both the GSRP and K-12 program shall accrue seniority separate of each other. GSRP (Great Start Readiness Program) teachers hired before March 31, 2010, (date of the Letter of Agreement between the DEA and District Administration establishing that GSRP teachers will accrue seniority in the GSRP program, but not as regular members of the DEA) will be grandfathered with regards to seniority in the DEA and earn up to one (1) full year of seniority in the regular DEA.

c. The following articles shall apply:

- I Recognition
  - II Board Rights
  - III Teacher and Association Rights
  - IV Professional Compensation and Reimbursement  
(C, D, F, G, H apply)
  - VIII Leaves
  - IX Indemnity
  - X Protection of Teachers
  - XI Negotiation Procedures
  - XII Grievance Procedures
  - XIII Teacher Absence
  - XIV Miscellaneous Provisions
  - XV No Strike Clause
  - XVI Duration of Agreement
- 
- Appendix B Extra Duty
  - Appendix C.B Cash Options
  - Appendix E Reimbursement of Unused Sick Days
  - Appendix F Compensation for Loss of Planning Time
  - Appendix G Grievance Form
  - Appendix J CMC Ongoing Problem Solving

- d. GSRP and K-12 teachers shall have the right to apply for but not the right to bump into or use their seniority to acquire a position in the other program except as defined below and subject to the Tenure Act.

Such teachers shall be paid accordingly to the pay scale under #3 of Appendix I.

All salary adjustments are subject to legal constraints

- e. The Great Start Readiness Program is funded solely on grants from the State of Michigan. Non-renewal of this grant, or reduced funding, could result in the need to lay off GSRP teachers.

## **APPENDIX J - CMC ONGOING PROBLEM SOLVING**

In accordance with the understandings reached between representatives of the Davison Community Schools and the Davison Education Association, the parties agree as follows:

In addition to the issues settled in negotiations, there are remaining issues which the parties have agreed to continue to attempt to resolve through the Contract Management. The process for bringing problems to the Contract Management Committee is set forth in Article XI.

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