MASTER CONTRACT AGREEMENT

Between

Dowagiac Union School District

and the

Berrien-Cass County Education Association

Dowagiac Education Association, MEA/NEA

For the School year 2024-25 through 2026-27

The District reserves the right to edit the TOC when a final contract is complete.

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A G R E E M E N T

THIS AGREEMENT made and entered into this August 19, 2024, by and between the **BOARD OF EDUCATION of the DOWAGIAC UNION SCHOOL DISTRICT #31**, of Dowagiac, Michigan, hereinafter referred to as the **"Board"** and the **BERRIEN - CASS COUNTY EDUCATION ASSOCIATION/DOWAGIAC EDUCATION ASSOCIATION, MEA-NEA**, hereinafter referred to as the **"Association"**.

ARTICLE 1 - PURPOSE AND INTENT

WHEREAS, the School District 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 wages, hours, and other terms and conditions of employment, and

WHEREAS, the parties have conducted extensive negotiations, each side in good faith, to arrive at an agreement which will be fair, not only to the School, but also to the **Association**; and

WHEREAS, as a result of the extensive good faith bargaining which has taken place, the School and the **Association** have arrived at such agreements, the terms of which have been reduced to writing and are set forth hereunder;

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements herein contained, it is agreed as follows:

ARTICLE 2 - RECOGNITION

Section 1: The **Board** hereby recognizes the **Berrien - Cass County Education Association/Dowagiac Education Association, MEA-NEA** as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, in regard to wages, hours and other terms and conditions of employment for the following certified personnel, as defined by Michigan law and Michigan Department of Education, employed by the school: Classroom teachers, counselors, librarians, speech therapists, special program teachers and permanent full-time substitutes under contract with the Board. The term "teacher", when used hereafter in this agreement shall refer to all of the foregoing employees who are members of the bargaining unit.

Section 2: Excluded are all administrative, supervisory and executive personnel, substitute teachers not directly employed by the district, and all other present and future employees of the **Board** other than "teachers" as defined above.

Section 3: The **Board** further agrees that for the duration of this agreement or any extension thereof, it will not recognize nor bargain with any entity other than the **Association**.

Section 4: The **Association** agrees, upon request, to defend the **Board**, its officers, agents or employees in any suit brought against all and to indemnify the **Board**, its officers, agents or employees for any costs, damages, back pay or unemployment benefits which may be assessed against all or any of them regarding this Article of the Master Agreement, provided, however, that:

a. The **Association** has the right to choose the legal counsel to defend any such suit or action, after consultation with the **Board**.

b. If the **Board**, its officers, agents or employees elects to select its or their own counsel in any such suit, then the **Association** shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the **Association**, through counsel it selects after consultation with the **Board**, does represent the **Board**, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.

c. The **Association**, in defense of any such suit, after consultation with the **Board**, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article.

d. The **Association**, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the **Board**, its officers, agents or employees under this section, after consultation with the **Board**.

e. In the event a claim is made regarding unemployment benefits, the **Board** will object to such claim and demand a hearing regarding such claim and will immediately notify the **Association** so it can defend against such claim in a timely fashion.

Section 5: The **Board** shall make lawful payroll deductions upon written authorizations from teachers for annuities, credit union, and savings bonds, or any other lawful plans or programs jointly approved by the **Association** and the **Board**. Funds shall be transferred to the appropriate programs within two (2) business days after the deduction.

ARTICLE 3 - RIGHTS OF THE BOARD

Section 1: It is expressly agreed that all rights which are ordinarily vested in and have been exercised by the **Board** except those which are clearly and expressly relinquished in other sections herein by the **Board**, shall continue to be vested exclusively in and be exercised by the **Board**. Such rights shall include by way of illustration the right to:

a. Manage and control the school's business, the equipment, and the operations and to direct the working forces and affairs of the employer.

b. Continue its rights and past practices of assignment and direction of work to its personnel.

c. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or extra duties of employees (if above the employee's classification, such assignments will be temporary and of a short duration) determine the size of the work force and to lay off employees.
   i. The district will make an effort to post openings on the district's website as well as emailing the staff for the purpose of sharing information.
   ii. The District desires to inform staff of tentative assignments by the last days of the school year, however, the district may not be able to do so each year.

d. Determine the supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods of change therein.

e. Adopt reasonable rules and regulations.

f. Determine the qualifications of employees.

g. Determine the number and locations or relocation of its facilities, including the establishment or relocations of new schools, departments, divisions or subdivisions, buildings or other facilities.

h. Determine the placement of operations, production, service, maintenance or distribution of work, and the sources of materials and supplies.

i. Determine the financial policies, including all accounting procedures, regarding **Board** actions.

j. Determine the size of the management, organization, its function, authority, amount of supervision, and table of organization.

k. Determine the policy affecting the selection, testing or training of employees.

l. To change, alter, modify its methods of operation, direction and supervision of the work force, policies and practices, so long as such change, alteration or modification does not violate the express terms of this contract.

Section 2: The employer shall not abridge any rights of the employees of the **Association** as provided for in this agreement or by law. Methods used in the selection or determination of the foregoing statements shall be based upon lawful criteria.

Section 3: The matters contained in this Agreement and/or the exercise of any such rights of the employer are not subject to further negotiations between the parties during the term of this agreement, except by mutual consent.

ARTICLE 4 - ASSOCIATION RIGHTS

Section 1: The **Board** agrees to make available to the **Association** a copy of such public information as the **Association** requests pursuant to PERA and/or in accordance with the requirements of the Michigan Freedom of Information Act. ("FOIA")
Section 2: The **Association** shall have the right to use school building facilities to hold monthly meetings of its membership on the Thursday following the regularly scheduled school board meeting of each month. It shall have the right to hold other meetings, provided advance notice for such usage has been given to the administration. All Dowagiac Education Association meetings shall be held outside of the regular teacher hours unless with the express permission of the administration.

a. The **Association** shall have the right to use school equipment normally available for teacher use, outside of the regular school hours and that said equipment is not otherwise in use, and has the expressed approval of the building principal. The **Board** may make a reasonable charge for all materials and supplies incident to such use.

b. The **Association** shall have the right to post notices of activities and matters of **Association** concern on bulletin boards located in teacher lounges. The **Association** may use the school district mail service and teacher mailboxes for official communications signed by the president or designated officer of the **Association**. The president of the **Association** shall be held responsible for all official **Association** communications going out through the school mail service and placed in teacher mailboxes. All Association usage of the email system shall comply with all applicable rules, regulations and the district's user policy.

c. Posting of **Association** materials and disbursement thereof in teacher mailboxes shall be the sole responsibility of the **Association**. The public address system may be used to announce the time and place of meetings of the **Association**. These announcements shall be made by authorized office personnel.

d. For the purpose of attendance at **Association** meetings and at a frequency of no more than once each month, teachers will be excused immediately after students are released at the end of the regular school day and have cleared the building.

Section 3: Duly authorized representatives of the local **Association** shall be permitted to transact official **Association** business on school property during school hours, provided that this shall not interfere with class time of the representative or interrupt any other teacher's class time or interfere with or interrupt normal school operations without the express approval of the administration.

Section 4: The Board shall grant leave for attendance at Association activities for appropriate Association representatives not to exceed twenty (20) days total for the bargaining unit for each school year with prior notification to the Superintendent. The Association will submit to the

Superintendent a tentative calendar and names of representatives for Michigan Education Association activities by September 15th of the contract year. The Association shall be entitled to make reasonable modifications to the tentative calendar. The Association shall reimburse the Board for any MPSERS contributions associate with the release time, required by MCL 38.1371.The Association shall be responsible for the substitute teachers' cost. The Board shall be responsible for paying the teachers' per diem salary.

ARTICLE 5 - TEACHER'S RIGHTS

Section 1: Nothing contained in this agreement shall be construed to deny or restrict any teacher those rights he may have under the Michigan Constitution, or the Constitution of the United States.

Section 2: Each teacher shall have the right, upon request, to review the contents of his or her personnel file, provided that only confidential recommendations have been removed prior to making it available to the teacher. A representative of the **Association** may, if the teacher so desires, accompany the teacher in such review.

In the event the School District receives a request under Freedom of Information Act (FOIA) for inspection of a teacher's personnel file, the teacher shall be notified and be given an opportunity to review his/her file prior to disclosure under Freedom of Information Act (FOIA).

Section 3: The **Board** recognizes its responsibility to give assistance to teachers, with respect to the maintenance of control and discipline in the classroom, within the confines of School policies. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established **Board** policy. It shall be the responsibility of the teacher to report to the principal the name of any student who, in the opinion of the teacher, needs the particular assistance of skilled personnel. Principals and teachers will work cooperatively in resolving discipline problems which disrupt good classroom operations.

a. The District-wide School Improvement Process shall be used to develop a K-5 Code of Discipline that will contain realistic behavioral expectations for students. This Code of Discipline will include a mission, standards, model, range of consequences for misbehavior, positive behavioral interventions and training for all staff. A record of student behavior shall be maintained by the principal, along with a copy of each referral form documenting any incidence of misbehavior.
b. A lead teacher(s) shall be named for each elementary building by the first building staff meeting to make necessary disciplinary decisions when the principal is absent from the building. The district shall also provide a disciplinary referral form to K-5 teachers. These referral forms shall be used to record students disciplined by the principal and the staff.

Section 4: If classes contain emotionally disturbed students or if certain students require the special attention of social workers, special counselors, law enforcement officials, physicians or other professional persons; the principal with input from the teacher may recommend remedial and/or disciplinary action to be considered by the Board.

Section 5: ~~Any case of assault upon a teacher shall be promptly reported to the administrator in~~ charge of that building. The **Board** will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault. However, this shall not preclude the **Board** from rendering legal assistance if, in the interest of the **Board** and the teacher, it deems it advisable to do so.

Section 6: If, in the opinion of the **Board**, a teacher suffers loss, damage or destruction of clothing or other personal property while properly engaged in school business or activities, upon submission of supporting documentation of the incident and value of the loss, the teacher may be reimbursed by the Board for any amount up to five hundred dollars ($500.00) on any one incident for such loss not covered by insurance carried by the teacher or the Board.

Section 7: The **Board**, if requested by the teacher involved, shall furnish without charge a maximum of two suitable protective outfits in the first year in designated areas and one such each year thereafter to those teachers who are teaching in the subject areas of Art, Vocational Education, and Science where the hazard to clothing is above normal. Such clothing shall be used only for school purposes.

Section 8: The **Board** will not limit teachers from exercising their rights of citizenship by seeking public office or engaging in political activities. However, teachers shall not engage in partisan politics with students in District schools and shall comply with all state laws regulating such activities.

Section 9: Academic freedom shall be guaranteed to teachers, subject to accepted standards of ethical and professional responsibility. The teacher's approach to such topics shall be both objective and impartial. The teacher has the right to express his personal opinion, provided he has made it clear that it is personal. Such topics should be important and significant to both the course content and the students.

Section 10: No solicitation of funds by outside organizations shall be conducted on school premises during school hours, unless such solicitation is jointly approved by the Association and the Board

Section 11: The **Board** shall make available in each school building, lunchroom, restroom, and lavatory facilities exclusively for use by school personnel. At least one room in each building shall be established for use as a staff lounge. The **Board** further agrees that there shall be no reduction in the present staff lounge facilities. Present facilities are acceptable.

Section 12: A designated telephone shall be made available to teachers in the staff lounge or another acceptable location for their use. Any long distance calls made by the teacher and charged to the **Board** must have been approved by the administration. No personal long distance calls are to be charged to the **Board.**

Section 13: Parking facilities shall continue to be made available to teachers for their use. Where necessary, each building shall have two (2) reserved spaces with signs for traveling teachers.

Section 14: The operation and maintenance of any vending machines that have been placed in the staff lounges shall be the sole responsibility of the sponsoring group in each building. It shall be the responsibility of the sponsoring group should any financial loss be incurred.

Section 15: No teacher shall be required to perform those custodial duties presently being done by custodians or to drive a school bus as part of his assignment.

Section 16: Any teacher has the right to use the proper chain of command concerning teaching problems they are directly involved with. The teacher shall begin with the administrator who is their direct supervisor; followed by the administrative designee who directly deals with the area of concern; and then the superintendent.

Section 17: The **Board** shall take reasonable steps to provide a safe and healthful work environment. In the event a teacher believes that unhealthful or unsafe work conditions exist, he/she may submit a report to the District's business manager. The business manager shall investigate and attempt to correct or resolve the deficiency, if any.

There shall also be created, a health and safety committee, consisting of three (3) members appointed by the **Association** and three (3) members appointed by the administration. The committee shall be empowered to investigate unresolved health and safety issues and make recommendations to the **Board** or its designee.

Section 18: The Employer shall not make a request of the State Board of Education for a deviation from the rules as set forth in the Special Education Code pursuant to Rule 34 (R340.1734) or in filing a petition for non-compliance pursuant to Section 252(b) of the Mandatory Special Education Act (MCLA 340.252b) without prior notification to the Association and prior discussion with the affected teacher(s). Upon request, the affected teacher(s) will have a meeting with their building principal, the Director of Special Education and the Superintendent.

Section 19: Appropriate forms will be available in each building principal's office on which a teacher can indicate a concern relative to a lack of proper texts, materials and supplies. The form should be submitted to the building principal with a copy to the Superintendent. The building principal will respond to the concern within five (5) working days with a copy to the Superintendent.

Section 20: It shall be the prerogative of the teacher to arrange classroom seating in accordance with their best professional judgment.

Section 21: Sexual Harassment.

a. The parties shall be bound by the District's policies against sexual harassment. Any party should report incidents of sexual harassment or assault to the Title IX coordinator whose contact information is on the district's website.

ARTICLE 6 - TEACHING CONDITIONS

Section 1: Because the pupil/teacher ratio is important to an effective educational program, the **Board** agrees that class sizes (whenever possible) should not exceed the number of workstations for lab, science, industrial tech, art, life skills and computer classes.

Further, the **Board** agrees to continue its effort to keep K-12 class sizes at an acceptable number as dictated by the financial condition of the School District, the building facilities available, the availability of qualified teachers, and the best interest of the District as deemed administratively feasible.

If a teacher believes the size of his/her class(es) is inequitable, he/she may file a complaint with the school. The procedure for filing the complaint shall correspond to the procedure for filing grievances (Article 18). The complaint procedure shall terminate at Step 4 (**Board** level). The decision of the **Board** shall be final.

Section 2: The **Board** is responsible for providing substitutes to the extent that qualified substitutes are available. It is understood that it is the responsibility of the Board for insuring substitutes to ensure state funding will be received. It is the responsibility of teachers to properly notify the district of their absences and enter and record the information in the substitute request system.

a. Subject to availability and to the best utilization of the substitute, teachers will be allowed to request a specific substitute.

b. A teacher shall obtain the approval of his principal to contact other staff teachers for substitution purposes. Such assignments shall be voluntary, without compensation, unless an emergency situation exists.

c. In situations where administration determines the need to use available certified staff to substitute for other teachers resulting in the loss of preparation time, a rotation of those available will be used.

   1) No certified staff person will be continually or inequitably required to fill vacant positions. Every effort will be made to rotate coverage among teachers listed in the pool. Principals

will share the building pool list with the DEA building reps within two (2) weeks of the first student day. If a teacher wishes to sub more often than the rotation process structure, they can share their willingness in writing to the principal at any time of the school year. They may also express a change in their preference in writing at any time of the year.

2) If the district determines a class requires two (2) teachers, on a daily basis, be assigned to the class the rotational process from above in (c.) will be used.

3) In the event that a "specials" teacher is required to substitute for a classroom teacher resulting in a loss of preparation time, the "special" class will not be made up. The affected classroom teachers losing this preparation time should turn in the appropriate form for compensation when subbing during a "special" class.

4) If an assembly is scheduled during a specials time the specials teacher will accompany his/her class to the assembly unless the assembly is off-site or a fundraiser assembly. If "special time" is missed due to an event scheduled by the school and/or classroom teachers, the "special" will not be made up. If the classroom teacher is required to be with his/her class because of the scheduled event, a compensation form may be turned in.

d. K-12 teachers needing substitute teachers shall report absences no later than 1 hour prior to the teacher report time for their building on the day of the absence, unless there are extenuating circumstances, using the district system for reporting absences. Teachers can access this system via telephone or the Internet.

Section 3: It is recognized that teachers who work in more than one building, in a situation which necessitates travel between buildings within the school system, need special consideration.

a. Storage space with capacity to hold supplies for such teachers shall be provided in each building.

b. Said teachers shall be assigned to one administrative supervisor.

c. Matters of district policy shall be handled through their administrative supervisor. Matters pertaining to building policy shall be handled through the building principal.

d. Teachers who travel to more than one building per day will be paid mileage one way between buildings at the IRS approved rate.

e. Traveling teachers who do not get a full preparation period will be paid a pro-rated amount (of subbing on preparation period) based on the amount of time traveling overlaps with their planning period.

Section 4: Supervising teachers of student teachers shall be tenured teachers.

a. Monies made available to the district by the placing college or university shall be used for college tuition and textbook reimbursement, to the extent of the reimbursement for that student teacher, for supervising teachers and for staff in-service training programs.

b. No student teacher shall be used as a substitute teacher nor shall any student teacher be placed in sole charge of a classroom until the principal and the supervising teacher have mutually agreed that such an experience is desirable, except in the case of an emergency.

Section 5: The Dowagiac Schools may need to provide services to medically fragile students not currently served in a regular education classroom setting who require additional assistance in order to be included in a regular classroom setting as determined at the initial I.E.P.C. meeting. The District's nurse shall develop an individualized health plan for such students and is available to assist teachers serving such students. General education teachers shall not be required to perform

routine, scheduled maintenance of a medical appliance or apparatus (specific appliances to be identified in the procedure) nor render routine, scheduled care or maintenance of exceptional bodily functions related to students' handicap conditions. Emergency measures to be performed by general education teachers and necessary training also will be addressed in the written directions provided by the District nurse and/or other health care provider, along with immediate contact information for the school nurse.

It is agreed that:

a. The individualized plan will be implemented as specified during the I.E.P.C. meeting.

b. The bargaining of working conditions shall not alter the individualized educational plan.

Section 6: Professional Conferences

At the beginning of each school year, the principal or a district administrator will review the building conference budget with the teachers in the building. In addition to the building budget, the principal or a district administrator will provide a list of non-building resources available to support conference attendance, i.e. Title 1, At-Risk, special education.

A copy of all requests sent to the principal will also be sent to the district administrator with conference approval responsibility. Conference requests must be aligned with the School Improvement plan of the building or district school improvement plan or individual teacher's development plan or co-curricular position. If a conference request is denied, a written rationale for the denial will be provided in the space provided on the conference form.

A principal may require conference attendance at professional development activities if it is related to a teacher's evaluation. When conference attendance is required, the district will pay all costs of the conference.

When conference funds or substitutes are limited, departments in their "Review Years" will be given preference for conference attendance related to the area of curriculum in review.

ARTICLE 7 - CURRICULUM AND DEPARTMENTS

Section 1: The parties recognize that the development of curriculum is a professional responsibility shared by the administration and teaching staff. The **Board** shall provide materials including textbooks, training and supplies relating to instruction of the approved curriculum. However, the **Board** retains the right to make all final decisions relating to curriculum.

a. Teachers shall be given either individually or through established committees, the opportunity to make recommendations concerning educational programs and media for consideration by the **Board**.

b. The **Board** recognizes the need for a district-wide Curriculum Council consisting of the Superintendent or designee, all building principals, all department chairpersons, and all grade level chairpersons. There shall be ten (10) representatives on the committee from Grades K-5, with one from each building and one from each grade level. If no teacher volunteers from a particular grade level or building, the position shall remain unfilled. The committee's function shall be to review all pending curricular changes, new textbook adoptions, and proposals for new instructional programs and media, prior to their being presented to the Board of Education for adoption. All open Curriculum Council positions shall be posted so all qualified staff may submit an application.

b. The Superintendent or designee shall act as the chairperson for this committee. Members of the committee shall attend all meetings as a whole, and meetings of sub-committees to which they have been assigned. Non-attendance shall be with prior approval of the committee chairperson.

Section 2: At the direction of the Superintendent or designee and/or building principals, department chairperson(s) may be established on a building basis or a district-wide basis, in a

given subject area or combination thereof. Where department chairpersons are called for, the department shall not consist of less than five members. Under the direction of the Superintendent or designee and/or building principal, the department chairman shall exercise coordination of programs and materials, and shall serve as instructional liaison between the teachers of that department and the school administration. Such chairperson shall not be considered an administrator. Any teacher selected as a department chairperson shall be given the following duties:

a. Provide direction and assistance to all members of the department.
b. When called upon, assist the school administration with interviewing and recommending teacher candidates.
c. Aid the school administration in the development of in-service programs.
d. Aid the school administration in building planning and design.
e. Recommend well-planned innovative programs to the school administration.
f. Be involved in the short and long range planning pertaining to the department with the school administration.
g. Recommend goals for improving instruction and materials needed for it.
h. Be member of the system-wide Curriculum Council.
i. Prepare and submit to the school administration, by June 1 of each year, a comprehensive report on the activities of the department during the past school year, its accomplishments, its failures, and its goals for the coming school year.
j. The school administration may assign to the department chairperson those other duties which are normally associated with the position of department chairperson.

Section 3: Elementary Grade Level Chair: It is the responsibility of the elementary grade level chairperson to provide leadership to the grade level teachers that will maximize the teaching/learning process.

The elementary grade level chairperson is directly responsible to the Superintendent or designee and building principal for the performance of the above activity and duties listed below:

Duties:

1. To plan, call and conduct grade level meetings.
2. Forward minutes of grade level meetings to grade level members, elementary principals, Superintendent or designee, and other grade level chairpersons.
3. To aid in the formation of curriculum sub-committees and to serve on a curriculum sub-committee.
4. To promote sharing of positive curricular programs between elementary professionals.
5. To serve as part of a report card evaluating committee.
6. To represent grade level in meetings with administrators not to exceed once per month.
7. Recommend well-planned innovative programs to the school administration.
8. Recommend goals for improving instruction and materials needed for it.
9. Be a member of the system-wide Curriculum Council.
10. The school administration may assign to the department chairperson those other duties which are normally associated with the position of department chairperson.

Section 4: Elementary Building Curriculum Council Members.

It is the responsibility of the elementary building representatives to provide leadership to their building's teachers that will maximize the teaching/learning process.

The elementary building representative is directly responsible to the Superintendent or designee and building principal for the performance of the above activity and duties listed below:

Duties:

1. To aid in the formation of curriculum sub-committees and to serve on a curriculum sub-committed.
2. To promote sharing of positive curricular programs between elementary professionals.

3. To represent building in meetings with administrators.
4. To serve as an elementary representative on one of the eight major K-12 curriculum sub-committees.
5. Aid the school administration in building planning and design.
6. Recommend well-planned innovative programs to the school administration.
7. Recommend goals for improving instruction and materials needed for it.
8. Be a member of the system-wide Curriculum Council.
9. The school administration may assign to the department chairperson members those other duties which are normally associated with the position of department chairperson.

ARTICLE 8 - SENIORITY

Section 1: Bargaining unit seniority shall be defined as the length of continuous employment within the DEA bargaining unit with Dowagiac Union Schools. Any teacher who is granted tenure shall have seniority from the last date of hire. For the purpose of this article, date of hire is the date of the letter of intent given by the Superintendent or his designee. Seniority shall be maintained, but shall not accrue, while a teacher is on unpaid leave. The school shall transmit a copy of the seniority list to the **Association** on or before the 30th day of September each year. Within thirty (30) days of the dissemination of the seniority list, any objections to the list shall be filed. Thereafter, the list shall be final and conclusive.

a. Seniority points will be figured on a formula of six (6) points per month multiplied by the number of months per year employed (maximum of nine (9) months). The maximum points per year will be 54 (9 x 6). Only the months of September, October, November, December, January, February, March, April, and May will be counted for seniority purposes.
   Teachers employed for one (1) semester will receive 27 points.
b. An eligible employee will have points pro-rated in a part-time position, i.e. three (3) hours equals three (3) points per month, four (4) hours equals four (4) points, etc.
c. An eligible employee will receive full seniority points if they are employed ten (10) or more days in the eligible months. An employee working less than ten (10) days will receive no seniority points.
d. An employee on paid leave of absence will receive seniority points. An employee on unpaid leave of absence will not accrue seniority points.
e. Non-certified staff will receive ("half points") 3 points per month. All currently employed staff (as of 9-1-03) will be grand parented. Status changes will be October 15 and February 15.

ARTICLE 9 - EMPLOYMENT REQUIREMENTS

Section 1: The teaching day for all teachers shall be a seven (7) hour and twenty (20) minute time span.

The time that teachers must arrive before the student day and must remain after the student day shall be determined by the building principal after consultation with the staff.

Exception: On Fridays and days preceding holidays or breaks, the work day shall conclude five (5) minutes after the close of the student day but not before the last routinely scheduled bus departs.

a. All teachers shall be entitled to a duty-free lunch period of not less than thirty (30) minutes.

b. All teachers shall be present for one weekly staff, grade level /department, other committee meeting or P.D. as is deemed necessary by the administration. Such meetings will be scheduled on Tuesday afternoon and will not exceed one (1) hour in duration after the end of the normal workday. Teachers will keep Tuesday after school free for such purposes. Such meetings may be rescheduled on other days or at other times except Fridays or the day before a vacation, provided a majority of the affected staff members agree. If a meeting is scheduled before school it will not start more than 60 minutes before the report time of the staff. It is also, understood that if administration needs to return to the default Tuesday meeting slot it does not require a staff vote, however there will be a two (2) week notice unless it is an emergency.

c. Teachers shall be expected to attend departmental meetings, and other committee meetings scheduled with teachers involved with said committee.

d. The Board may schedule up to six (6) evenings during each year by building, or system-wide, for parent-teacher conferences, open house, school improvement, professional development and/or student achievement nights, and as determined by individual building school improvement teams and/or building administrators. Evening events are defined as events that take place after the end of the contractual day on the specific date. Staff must be provided at least twenty-eight (28) calendar days' notice prior to an event. Known events at the time of the development of the district calendar will be incorporated during the development process. An event type can be changed if the scheduled date is not changed. It is understood that an event may need to be cancelled or determined to have the date changed. If either is necessary, all attempts to give as much advanced notice will be made of the change in date. Events needing to be changed by weather or causes out of the control of the district may be rescheduled as early as possible within the following week. Events that may not be able to be rescheduled within the following week but need to be rescheduled prior to the standard 28-day window will be agreed upon between the Superintendent and DEA president. If an event type is canceled and not rescheduled the evening event will be considered completed. These meetings will not be scheduled to exceed three hours per meeting. All staff members are required to be in attendance unless excused by the building administrator. Staff members that are unable to attend an event, and seek pre-approval of the absence, will need to work with administration to fulfill the event in another way or at a different time.

    1. When parent-teacher conferences are scheduled during the afternoon or at night in that building and a half day is scheduled, those students and their teachers shall be released from school no later than the time representing 50% of the normal student day. Afternoon conferences will begin no earlier than 35 minutes after the students have departed to maximize the remainder of the workday for parent conferences. If the majority of the teachers wish for an extended lunch time break, not to exceed a total of a one (1) hour lunch break, it is understood that the end of that workday would be extended by the extra time added. During parent/teacher conferences if a teacher teaches in the morning and has parent/teacher conferences in both the afternoon and evening of the same day, they will be provided with release time on the Friday afternoon of parent/teacher conference week, or another afternoon mutually agreed to by the Superintendent and the Association. Staff meeting will not be held during parent/teacher conference week unless administration determines a need for a meeting due to an urgent or emergency situation. This meeting will be as short as possible.

e. Kindergarten and pre-school roundup, consist of two important actions: documentation for student enrollment and student assessment collection. The student enrollment may be scheduled during the normal teacher day hours or during an evening event in the spring, with each Kindergarten teacher attending one (1) event that is set by the building administration. The student assessment collection process may be scheduled during the normal teacher day hours or during the summer. When the enrollment or student assessment collection events take place outside of the normal workday(s), teachers will be paid at the summer school work rate.

f. It is recommended that teachers attend regularly scheduled PTA/PTO meetings scheduled for their buildings.

g. Individual teacher exceptions to this section shall be obtained from the building principal.

h. The **Board** and the **Association** recognize the importance of good parent-teacher communication. Elementary teachers that hold 26 or more parent-teacher conferences will be compensated for each conference above 25 based on a pro-rated BA base for a maximum of

15 minutes per conference. The additional conferences (above 25) will be scheduled at the discretion of the teacher outside of the student day or during preparation time. Only conferences scheduled outside of the regularly scheduled parent-teacher conference times will be compensated.

i. Teacher Record Days--Scheduling of Meetings. Meetings involving staff members (curriculum, general staff, IEPs, school improvement, etc.) shall not be scheduled on teacher record day without the consent of the affected staff. Brief emergency meetings shall be the only exceptions.

Section 2: Instructional/Planning Time

a. Teachers shall provide to students at least such hours as qualify as instructional time for state aide purposes that are necessary for the District to receive full state aide under §1284 of the School Code of 1976. Each teacher grades 6-12 shall be assigned a minimum of five (5) periods of conference, in a full five (5) day week, preparation or evaluation time per student week. It is understood that art, music, physical education, library, and other specials are part of elementary preparation time. Preparation time will be equitable within grade levels.

b. Elementary Planning Time

Elementary general ed. teachers planning time will consist of 300 minutes per full week. There will be one (1) daily prep period of at least 40 minutes. Other blocks of prep periods will be a minimum of ten (10) minutes.

There will be a prep period connected to a teacher's lunch time.

Elementary specials teachers planning will consist of 300 minutes per full week, but there may be days in a week where they will not be able to have a full 40-minute prep period. In these situations, the teacher will have a prep period of at least 20 minutes in length.

c. Any teacher who is assigned more than thirty (30) hours of instructional time per week shall receive an hourly stipend for each hour or fraction of an hour above the thirty (30) calculated by dividing the teacher's salary by 1340 for each five (5) day student week in which the instructional hours are exceeded. The board will ensure the 300 minutes of weekly elementary planning time and duty free 30 minute lunch time.

d. K-5 teachers will not be assigned pre or post school student supervision outside of the building except for bus loading.
K-5 teachers will not be required to supervise breakfast or lunch supervision.

e. Each principal shall be responsible for implementing the above paragraphs.

f. Instructional time means time which counts for state aide purposes.
A teacher with less than a full teaching schedule will have salary, benefits, and conference preparation/planning time pro-rated based on the percentage of the number of his/her scheduled hours to the number of hours scheduled for full-time teachers. If the position is less than 50% there will be no compensation for preparation time.

Section 3: Teachers shall assist in maintaining discipline in the halls before and after class time. It is recognized that conferences with students might occasionally keep teachers in a classroom.

Section 4: Educational Forms

a. Progress **Reports and Report Cards**

Teachers shall make it known to the principal at the midpoint of each marking period, those students who, at that point, are receiving a grade less than a C- or have dropped an entire

grade from the previous marking period. Progress reports will report the student's actual grade at this midpoint progress report time. Parents may request an individual progress report from a teacher.

K-5 parents or guardians may not request a progress report at less than one week intervals without a prior meeting of the parent, teacher and building administrator or his/her designee.

Requests for 6-12 weekly progress reports by parents, guardians, coaches and/or other legally entitled parties must be submitted to building guidance departments by 2:00 pm on Tuesday of the week requested. Guidance personnel will publish a list for teacher use in preparation of reports which can then be printed by Friday morning. Following procedures established by building, these reports are to be turned in to guidance or provided to requesting parties and/or individual students on Friday.

Report Cards: Teachers shall mark report cards in all areas to the best of their ability. Teachers shall turn in their completed final report cards to the principal no later than the close of the last teacher day, unless an extension is granted by the principal. It shall be the responsibility of the administration to distribute the final report cards.

b. IEPC's

Child Study Coordinators/Special Education Director will notify district certified staff members who are required to attend an Individual Educational Planning Committee (IEPC) meeting as soon as possible after the meeting date has been arranged with the parent and itinerant staff.

If an IEPC/504 meeting extends beyond a teacher's contractual workday, he/she will be compensated with replacement time or at the contractual hourly rate.

c. Forms/Procedures (IEPC/504 and Other Non-District Forms)

1. All requests will first come to the building principal or Central Office administrator.
2. All requests from outside agencies will have the prior written consent and approval of the subject child's parent/guardian.
3. A district level administrator given that responsibility will approve all forms for use.
4. Teachers will be held harmless for information given provided that the information supplied is, to the best of their knowledge, accurate.
5. All requests will have a 10-calendar day (excluding scheduled vacations) lead time for completion except in cases of emergency and agreed to by the staff member completing the form(s).
6. When requests are made for information that is not applicable, not observed or the teacher completing the form(s) feels unqualified to answer, the teacher will so indicate on the form(s). If the form(s) do not provide a way to indicate that the information is not applicable, not observed or the teacher feels unqualified to answer, the teacher shall provide a written explanation regarding the information requested.
7. Training will be provided if requested or needed.
8. If filling out form(s) generates revenue for the district, the teacher will share the proceeds to be used for curriculum-related materials.

Section 5: Where a teacher is absent the teacher is responsible for the preparation and submission of an alternative lesson plan which contains sufficient detail that a substitute teacher can reasonably be expected to carry on classroom instructions. Failure to submit such alternative

substitute teacher lesson plan when absent without adequate justification may result in disciplinary action.
Should the absence extend beyond five (5) days the teacher is no longer responsible for providing lesson plans for the substitute teacher.

Section 6: Mentor Teacher

a. After consultation-with the department chair or grade level chair and DEA building representative the building principal shall select a person who qualifies under Section 1526 of P.A. 335 of Public Act of 1993 as a mentor for each probationary teacher required by law to have a mentor. Any person so selected may decline to serve as a mentor.

b. Every effort shall be made to match mentor teachers and probationary teachers who work in the same building and have the same areas of certification.

c. Probationary employees shall only be assigned to one (1) mentor teacher at a time.

d. The mentor teacher's assignment shall be for one (1) school year subject to review by the mentor teacher and probationary teacher. The appointment may be renewed in succeeding years.

e. The mentor teacher job description is as follows:

    1. The mentor will assist the probationer.

    2. The mentor will be available to help the probationer learn procedures and policies of the School and School District.

    3. The mentor will assist the probationer to achieve the goals of the IDP.

    4. The mentor will make an effort to build rapport with the probationer at the earliest time possible.

    5. The mentor will directly assist the probationer with getting ready for school and with the end of semester/year work and materials.

    6. The mentor will offer encouragement "when things get tough."

    7. The mentor will make it clear that part of his/her role is to help the probationer to interpret and act on visitations/observations reports.

    8. The administration will keep the mentor and the probationer well advised of potential concerns--"No last minute surprises."

    9. The mentor will be positive; it is just as important to remark about the good things observed as to note needs for improvement.

f. ~~Release time shall be provided in those K-12 special areas for probationers to consult with~~ special area staff when needed.

g. Upon request, the Administration shall make available reasonable release time so the mentor may work with the probationer in his/her assignment during the regular workday. When possible, the mentor and probationary teacher will be assigned a common preparation time.

h. Each mentor shall be compensated at the rate of two (2%) percent of the BA Base each year for their services inclusive of training activities outside the work day or school year, not to exceed five (5) days beyond the contract year. Attendance is expected at all mentor-mentee meetings to receive this compensation, unless the absence is approved in advance or an

emergency occurs. Mentors shall follow Schedule C protocol for successive years of service as a mentor. This is not based on individual mentees but successive years of service.

i. The mentor teacher shall not participate in the supervision or evaluation of the probationary teacher. The mentor teacher shall not be called as a witness in an administrative hearing involving the probationary teacher's evaluation.

Section 7: It is the sole responsibility of the teacher to maintain certification and, where mandated, highly qualified status. Certification and highly qualified status (if applicable) must be assured before contracts shall be issued. It is the responsibility of the teacher to provide the district office with updated certification/state license or certificate.

Section 8: Teachers and administrators are responsible for a general knowledge of the teacher handbook, including building regulations, and this agreement. It is understood that teachers will have these documents and any subsequent changes available.

a. Teacher violations of the teacher handbook, building regulations and/or Master Agreement, may be subject to disciplinary action according to the degree of violation.

b. Matters not governed by the Master Contract may be responded to or addressed by teachers, starting at the building principal and, if requested, ending with the **Board**.

It is understood that building principals will request through memo or staff meeting announcement teacher input into the teacher and student handbooks and building regulations.

Section 9: The administrators shall consider the teacher's views and recommendations in developing the building's school budget

ARTICLE 10 - PAID LEAVES OF ABSENCE

The Association and Board recognize the importance of professional staff members being in the classroom regularly and therefore all absences will be considered prior to approval of other school-related absence requests. Requests are to be submitted to the building administration on the approved official employee absence form (currently the "green form") and meeting timeline requirements. The administration may restrict school-related absences for individuals if a high use of Personal Business Days or other paid leave days have already been approved and/or have occurred.

Section 1: Twelve (12) days sick leave per year with full pay shall be granted in case of **necessary** absence due to:

a. Personal illness of the teacher.
b. Illness of a spouse, child, mother, father, mother-in-law, father-in-law, stepchild, stepmother, stepfather, and guardian/legal dependent.
c. Funeral leave--five (5) days for family per occurrence and two (2) days for non-family members per year.
d. Personal business—four (4) days, with five (5) working days' notice.
    i. A maximum of 2 consecutive days per request.
    ii. Personal days are not to be used for vacations.
    iii. Personal Business Days will not normally be granted on days immediately before or after school breaks, vacations or holidays. It is understood that requests for leave on days preceding or following recess times and the beginning and closing of school shall be denied, except in case of verified emergency, or extenuating circumstances as determined by the Superintendent.
    iv. Requests for personal days are to be submitted to the building administration on the approved official employee absence form and meeting timeline requirements.

e. When the total number of requests for a specific day exceeds five (5), the District can ask teachers to reschedule their leave. It is understood that some days cannot be rescheduled (one-time-only events). In such instances, the District will seek other means to fill anticipated subbing needs, including rescinding approval for conferences and in-district curriculum meetings which can be rescheduled. If the district still needs to address subbing needs involving personal day requests, the time of the requests shall be used to determine which ones are denied. If unique events occur, which do not meet the contractual timelines, the staff member may request the superintendent or designee to consider the request.

f. In cases where extenuating circumstances exist in the aforementioned sections of this article, the teacher may appeal to the Superintendent whose decision shall be final. It is understood that vacations do not qualify as extenuating circumstances. The following are examples of events that may be considered as extenuating circumstances.
    i. Qualifying for a national game show.
    ii. A child qualifies for the Winter Olympic Games trials.
    iii. A first-time qualifier for the Boston Marathon.

Section 2: Part-time teachers shall accrue sick leave on a pro-rated basis and shall be charged the use of sick leave on a pro-rated basis. For example: a teacher teaching one-half time will be credited with six (6) full days of sick leave for a year. If this one-half time teacher were to be absent twelve one-half days in a year, the teacher would be charged for six (6) full sick days.

Section 3: Each teacher will be given a sick day balance on a bi-weekly basis via their check stub. In no case shall the accumulated total exceed one hundred fifty-five (155) days. If a teacher's annual sick day allotment would cause their individual bank to exceed 155 days, any excess days would be contributed to the Sick Bank described in Article 10 section 9. This would be in addition to any days that could normally be donated to the Sick Bank.

Section 4: Leave provisions shall apply to full-time personnel. Teachers employed on less than a full-time contract basis shall have their sick leave pro-rated.

Section 5: The Superintendent or designee may request a verification certificate for illness signed by a board certified health care professional in the event of irregular attendance and/or may request other appropriate verification as needed whenever abuse of any paid leave is observed.

Section 6: In the event that the **Board** questions a teacher's fitness to return following the use of sick leave in excess of five (5) consecutive work days, the teacher must submit a written statement from his health care provider, physician and/or psychologist, to the effect that he is physically and/or mentally able to perform the essential functions of his assigned duties and responsibilities.

If after returning to active employment, the teacher's fitness is still in question, the **Board** may, after discussing the problem with the teacher, require an examination by a physician or psychologist of the **Board's** choice. The **Board** shall pay for the costs of examinations above that amount covered by insurance. This shall include the necessary expenses incurred while traveling outside the school district.

Section 7: Worker's Compensation -- Any teacher who is absent because of an injury, condition, or disease compensable under the Michigan Worker's Compensation Act shall receive from the **Board** the difference between Worker's Compensation and the regular salary, to the extent and until such time as such teacher shall have used his/her sick leave allowance.

All on-the job injuries must be reported within 48 hours via the district's accident report form, or the teacher's absence telephone recorder. Whenever a teacher is injured on the job, he or she is to immediately report the injury to the building principal. The teacher is to complete the "Employee's Report of Injury" form detailing the injury, cause, time, date and other information requested on the form; sign, date and submit it to their building principal. The injury report is to be completed even

though there may be no medical treatment at the time of reporting. If medical treatment is needed at a future date, a report will be on file.

If medical treatment is needed, the district will provide the injured teacher with the "Authority for Treatment" form, which the injured teacher will take to the school district's designated medical facility. In cases of emergency, and/or if the medical treatment is discovered to be needed after regular school hours, and/or days not in session, the teacher may seek immediate treatment at the facility/doctor of their choice, informing the facility that it is a work-related injury. The teacher may use his/her MESSA insurance card at the time, but notify the school district as soon as possible of the treatment, and inform his/her principal of his/her progress, and if it will be necessary for the teacher to be off from work, or of any other information related to the injury claim. The teacher is to obtain a doctor's release to return to work. Teachers should contact the district's business office with any questions regarding their Worker's Compensation claim.

In order to file a Worker's Compensation claim:

1. A teacher must be absent from work for seven (7) days or longer due to the injury or illness.
2. All claims must be filed with the district's business office.
3. After a claim is filed the district's business office will contact the insurance company. Said company, or the district, will notify the teacher that the claim has been filed.
4. If medical treatments are continuing on the seventh (7^{th}) day or thereafter, the teacher must notify the district's business office.

NOTE: The district's accident report form is not a claim for Worker's Compensation.

If a teacher is assaulted by a student, which causes an injury that is covered by Worker's Compensation, the **Board** shall pay the difference between the amount paid by Worker's Compensation and the teacher's salary, for a total of thirty (30) work days with no sick leave charged to the teacher.

Section 8: Jury Duty and Subpoenas
Teachers released less than a half day from jury duty or as a witness shall contact their supervisor to determine whether the employee should return to work.

a. Jury Duty—When a teacher is notified of selection and/or service for jury duty, that said teacher shall:
   1. Present the written notice to the Human Resources office within two (2) working days following receipt of such notification.
   2. Provide proof of service and amount paid to her/him for such service by the court by either a receipt copy (in the event of a cash payment) or a check copy (if paid by check)
   3. Submit to the Human Resources office the fees paid to her/him by the court within ten (10) working days of receipt of said fees (teacher keeps amount paid for mileage only).
   4. If the above procedures are complied with, teachers will not lose any teaching salary or fringe benefits including sick days or personal leave.

b. Subpoenas—When a teacher is subpoenaed as a witness, defined as a party to any litigation for which neither he/she nor any family member is the defendant or plaintiff, has or may have a vested interest, that teacher shall:

   1. Present the written notice to the Human Resources office within two (2) working days following the receipt of such notification.
   2. Provide proof of service and amount paid to her/him for such service by the court by either a receipt copy (in the event of a cash payment) or a check copy (if paid by check).

3. Submit to the Human Resources office the fees paid to her/him by the court within ten (10) working days of receipt of said fees (teacher keeps amount paid for mileage only).
4. If the above procedures are complied with, teachers will not lose any teaching salary or fringe benefits including sick days or personal leave.

Section 9: Sick-Bank. A sick leave bank for certified staff has been established whereby each teacher may donate one day per year (with the option of donating more days in any given year if the bank falls below a minimum number of days as determined by the oversight committee).

The intent of the Sick Bank is to provide a support system for teachers who have a serious significant health issue (guideline #3) that extends beyond their accumulated sick leave.

The bank will be used by teachers with medical leave needs above and beyond their personal sick leave bank, for serious illness/surgery. A joint administration – teacher committee will oversee the bank with three (3) teachers and two (2) administrators mutually establishing its guidelines and eligibility criteria for bank use. The maximum number of days in the sick bank will be 270 per year. An increase in the total can only be granted following a favorable majority vote of the teacher Sick Bank Committee. Any such increase will be on a case-by-case basis.

It is understood that this sick bank will be in operation only as long as administrative and other non-union, non-certified staff ***have the option to be*** members of the DEA health insurance pool.

GUIDELINES:

1. Applications for days from the sick leave bank must be made in writing to the Sick Leave Bank Committee, in care of the DEA Executive Board/Insurance Committee and accompanied by a doctor's statement.

2. After exhaustion of an employee's sick leave accumulation, a minimum of two (2) consecutive workdays must pass before the employee is eligible to receive days from the sick leave bank.

3. Sick leave days shall be available from the bank for an employee's illness, injury, disability, or for those of their children or spouse.

4. The minimum number of days that can be applied for is 10 days per occasion or, the number of days needed to complete the extended sick leave. The maximum that can be awarded is 90 per school year, or 50% of the total number of days available in the sick bank, whichever is less.

   All sick days loaned by the bank will be paid back at a rate determined by the committee, on a case-by-case basis.

5. Under no circumstances will a donated day result in a payment which exceeds an employee's normal daily rate.

6. The Sick Leave Bank Committee may make reasonable rules regarding its operation provided they are not contrary to the terms set forth here, or in other portions of the contract.

7. Each case will be judged on its individual merits. The committee will meet within five (5) days of receiving the request and determine by majority vote whether the request will be granted, modified, or denied. Teachers and Administrators sitting on the committee will abstain from voting on an application from their respective buildings and the **Association** will select an administrator, and the **Administration** will select an Association member, to be the substitute voter.

8. The decision of the committee is final.

9. Within 30 days of the beginning of each school year, the **Administration** will provide the **Association** with an updated balance of each teacher's personal bank (to be held in confidence).

10. Monthly reports on the status of the sick leave bank will be issued by the **Association**.

11. When the committee determines that the number of days in the bank is not sufficient, they may request, at semester break, a new open contribution period.

ARTICLE 11 – UNPAID LEAVE OF ABSENCE

Section 1: Applications may be made, prior to March 1, for a leave of absence after the end of the school year for one (1) school year for the purpose of participating in full-time study at an accredited college or university. Such leave may be granted for tenure teachers provided a suitable replacement is available. This leave may be extended upon written application by the **Board** on or before March 1 of the leave year.

a. The **Board** may grant leaves of absence for serving as a full-time officer of the NEA or MEA; foreign or exchange teaching programs; Teacher Corps; a cultural travel or work program related to his professional responsibilities; or child care.
b. Other leaves of absence may be granted upon application to the **Board**. Leaves of absence may be granted for other times.

Section 2: A teacher who enters the military service by draft or enlistment shall be granted a leave of absence for that period and, at the conclusion of such leave of absence, shall be reinstated in accordance with all other applicable provisions of the Selective Service Training Act or any other applicable law then effective.

Section 3: A teacher who is unable to teach because of an extended personal illness, disability or pregnancy/maternity, shall be granted an unpaid leave of absence. Such unpaid leave of absence shall be granted for the duration of the illness or disability, but in no event shall it extend beyond the remainder of the current school year in which such unpaid leave commences plus one additional school year.

Where such unpaid leave of absence can be anticipated, it shall commence at a natural school break.

a. Teachers may, at their option, request such unpaid leave of absence without first utilizing all their accrued but unused paid sick leave.

b. The board reserves the right to receive written verification from a physician, of the physical condition for which such leave of absence is granted, both at the commencement of the disability of illness, during and at the termination of the disability of illness. Where the medical verification establishes that the unpaid leave of absence has exceeded the time in which the teacher is unable to work due to illness, disability or pregnancy, then the board shall provide its share of the medical and health insurance benefits only for the period of the actual disability in accordance with the foregoing paragraph, up to twelve (12) weeks per FMLA.

c. Upon termination of such leave of absence, the teacher shall return to work providing that a position for which he is certified and qualified is available. If such position is not available the teacher shall be offered the first such position which becomes vacant.

Section 4: The unpaid leaves of absence mentioned in this article carry the following provisions:
a. A teacher on an unpaid leave of absence wishing to return to active employment at the start of the next school year shall notify the **Board**, in writing, of his intention to return on or before March 1st. A teacher on an unpaid leave of absence whose leave terminates during a school

year shall notify the **Board**, in writing, of his intention to return not less than thirty (30) days before the termination date of the leave. Whenever an unpaid leave of absence is granted, the teacher shall be notified, in writing, of the requirements of this section.

b. If a teacher fails to provide notice within the time limits set forth herein, said teacher shall be deemed to have refused an offer of active employment at the beginning of the succeeding school year. Such refusal shall constitute a voluntary resignation effective July 1 of that year and it will be regarded as a waiver of tenure rights. The Board/designee may extend the deadline due to extenuating circumstances.

c. A teacher hired to fill a vacancy created by a leave of absence shall be informed of the provision of this section.

Section 5: The following provisions shall determine insurance coverage for teachers on an unpaid leave of absence:

a. Voluntary unpaid leave: Teachers who are on a voluntary unpaid leave of absence in excess of ten (10) total days in any school year shall receive from the **Board** a pro-rated amount of premiums paid by the **Board** for health and dental insurance. The pro-ration of the **Board's** annual contribution shall be determined the following formula:

$$\frac{\text{(Days worked + used paid sick leave days)}}{\text{Number of scheduled teacher days}}$$

Teachers on voluntary unpaid leave who have exhausted the foregoing pro-rated premium may continue insurance coverage at their expense for such period as the insurance carrier allows by paying to the **Board** the full monthly premium on the date due.

b. Involuntary unpaid leave: The Board will continue its share of the insurance premium for teachers on an involuntary unpaid leave of absence due to illness or accident. The teacher will receive pro-rated insurance under the formula set forth in Subsection (a) above, or until LTD benefits are available, whichever occurs first. **Board** paid insurance means the **Board** submitting its share of the insurance premium.

c. Teachers who have elected to "bank" sick days or not utilize sick days cannot obtain an additional year's insurance coverage by deferring sick days until the commencement of the next school year although they are entitled to utilize their sick days.

d. For teachers who retire or resign at the end of the school year, the **Board** will continue to pay the monthly contribution through August 31. Teachers who retire or resign prior to the end of the school year will receive pro-rated insurance under the formula set forth in Subsection (a) above.

Section 6: Permission for day(s) off with loss of pay may be granted. Requests must be presented in writing for approval by the building principal and the Superintendent, one (1) week prior to the day requested.

Section 7: The parties shall be bound by School District policy and procedure pertaining to the Family and Medical Leave Act, up to twelve (12) weeks. FMLA will run concurrently with any qualifying leave request.

Upon request, the employer shall grant a leave under the Family and Medical Leave Act, where the employee satisfies the federal eligibility criteria. Such leave shall be granted for serious health conditions of employees, the employee's spouse, parent, child, and other provisions as provided by law.

The employee must use one-half (1/2) of their accumulated bank or one-half (1/2) of FMLA request (whichever is less), and the remainder of the leave shall be unpaid, or, at the teacher's option, he/she may request to use their remaining paid leave days.

In the instance of personal illness only, when an employee has (STD) short-term disability insurance (employee paid), said person will be required to use only their accumulated paid leave days until short-term disability insurance (STD) is effective.

ARTICLE 12 – CONTRACT MAINTENANCE

The Board and DEA believe in ongoing communication regarding the collective bargaining agreement. Both parties agree to maintaining a willingness to meet to discuss matters that either may have regarding the Collective Bargaining Agreement (CBA). Each party will be represented by a minimum of two (2) members. Either may request a meeting during the life of the contract to discuss topics, including what a party believes to be a past practice. It is understood that the items for discussion will be shared with all parties when setting the date and time of the meeting. After the initial discussion, for further conversations to take place, both parties must agree to continue the conversation. If an official resolution is reached it will be recorded in a letter of agreement (LOA) that is approved by the DEA Executive Board.

ARTICLE 13 – COMPLAINTS AGAINST TEACHERS

When there is a complaint against a teacher from a parent or student, the administration will notify the teacher regarding the complaint within a reasonable amount of time receiving the complaint. (Written notification within two (2) but no more than five (5) workdays unless extenuating circumstances, such as but not limited to the administrator being out of the building.) If the complaint does not require a disciplinary investigation, then the complainant will be advised to seek an informal resolution through the normal chain of command starting with communication with the teacher.

ARTICLE 14 - GRIEVANCE

Section 1: A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. The following matters shall not be the basis of any grievance filed under the procedures outlined in this article.

a. The termination of services or failure to re-employ any probationary teachers;

b. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule;

c. Any matter involving a teacher's evaluation.

d. Termination, demotion or leaves of absence under the provisions of the Michigan Teachers Tenure Act.

e. Layoff/recall or assignment of a teacher.

f. Any matter that is a prohibited subject of bargaining.

Section 2: FIRST STEP. (Verbal Discussion) If a teacher or **Association** representative believes that there is a grievance, the matter shall be discussed with his principal within ten (10) school days after the occurrence of the event on which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. The teacher, at his request, may be accompanied by an **Association** representative.

Section 3: SECOND STEP. (Written Documentation Process begins.) If the First Step does not provide an equitable solution, the grievance shall be submitted in writing by the grievant to the building principal within five (5) school days after presentation in the First Step.

a. A grievance shall state the facts on which it is based, the section of the contract allegedly violated and shall be signed by the grievant.

b. The principal shall give his decision concerning the grievance, in writing, within five (5) school days after the presentation of the grievance.

Section 4: THIRD STEP. If the **Association** is not satisfied with the disposition of the grievance at the Second Step, the grievance shall be submitted, in writing, to the Superintendent within four (4) school days after receipt of the principal's written reply.

a. The Superintendent and/or his designee (excluding the administrators involved in the Second Step) shall meet with the grievant and a representative or representatives of the **Association** within five (5) school days after the grievance has been received in order to consider the grievance. The Superintendent shall give a written answer to the **Association** within four (4) school days after the date of this meeting.

b. If the answer is satisfactory, the **Association** shall so indicate on the grievance form and sign it, with two (2) copies of the grievance thus settled shall be retained by the **Association** and one (1) by the Superintendent.

Section 5: FOURTH STEP. If the **Association** is not satisfied with the disposition of the grievance at the Third Step, and intends to appeal, it shall so notify the Superintendent in writing, within three (3) school days after the Superintendent's written reply to the Third Step has been received.

Within fifteen (15) school days after the Superintendent has received the notice of appeal, the grievance shall be reviewed at a meeting between the **Board** or its designated representatives (to consist of three (3) members of the **Board**) and three (3) **Association** representatives. Three (3) days' notice of the meeting shall be given to the **Association**. A written answer shall be given by the **Board** within ten (10) school days after the date of the Fourth Step meeting.

Section 6: FIFTH STEP. If the grievance has not been settled in the Fourth Step the **Association** may submit the grievance to binding arbitration, provided such submission is made within ten (10) school days after the Fourth Step has been received.

a. In the event that a grievance is submitted to arbitration the demand for arbitration shall be submitted to the American Arbitration Association, with a copy to the Superintendent, in accordance with its rules which shall likewise govern the arbitration proceedings.

b. The **Board** and the **Association** shall not be permitted to assert any ground or to rely on any evidence not previously disclosed, by the fourth step, to the other party in such arbitration proceeding(s).

c. The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this agreement nor hear any matter which will add to or subtract from the terms of this agreement excepting in matters of law.

d. The **Association** and the **Board** shall be responsible for their own personal costs as to witnesses, attorney fees, etc. The other costs of arbitration shall be borne equally between the parties.

Section 7: The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event grievances filed under this Article shall not be

satisfactorily settled during the school year, they shall continue after the end of the school year with the weekdays, Monday through Friday, being considered as if they were school days, in determining the time limits set forth above.

Section 8: Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or the **Association**.

Section 9: The presentation and discussion of grievances provided for in the First, Second, and Third Steps of this Article may take place during regular school hours so long as all persons involved are able to meet without interfering with their assigned duties.

ARTICLE 15 - COMPENSATION

Section 1: The salaries of teachers covered by this agreement are set forth in "Appendix A" attached hereto and incorporated in the agreement.

Section 2:

a. Newly hired teachers may be given full credit for prior full-time teaching experience at the **Board's** discretion. Teaching experience is defined as a position in a state accredited public or private educational institution for which a state certificate or accreditation by a recognized accrediting agency is required, but shall not include substitute teaching.

b. Newly hired teachers shall not be dealt with in an arbitrary or capricious manner by the **Board** for placement on the salary schedule. Newly hired teachers shall be granted credit on the salary scale for prior non-teaching experience which the employer deems advantageous to the particular teaching position up to the limits specified in Paragraphs A and B above. The **Association** shall receive a copy of the step placement and his/her prior experience record accepted by the **Board** for salary placement of each newly hired teacher within five (5) days after his/her official hire date.

Section 3: Compensation shall be paid every two (2) weeks on Friday. Not later than June 30 of each year teachers may elect for the following year twenty-six (26) equal pays or twenty-seven (27) equal pays (depending on the annual payroll calendar) or twenty-one (21) equal pays.

Section 4: Subject to Section 15b of PERA, MCL 423.215(b) salary level changes earned before September 15 (February 15) shall be made retroactive to the beginning of that semester, providing such proof is submitted no later than October 15 (March 15) respectively.

Section 5: Any changes in payroll deductions and/or salary schedule adjustments will be made effective providing that requested changes are in at least two weeks prior to that payday. Teachers are limited to two (2) changes per year except in case of an emergency. It is the teacher's responsibility to provide the proper information to effectuate such changes.

Section 6: The **Board** also shall make payroll deductions upon written authorizations from teachers to the employee's designated financial institution for annuities, insurance and saving bonds. The above will include only plans or programs jointly approved by the **Board** and the **Association**. Deductions will be mailed to the appropriate/designated institution within two (2) business days after the deduction. (SEE PROHIBITED LANGUAGE SECTION)

Section 7. It is understood that in order for a teacher to qualify for placement on the MA +20 track, the teacher must have earned twenty (20) semester hours (or their equivalent quarter hours) in graduate level courses after having earned the Masters Degree.

Classes at an undergraduate level will be accepted for credit at the MA +20 track with pre-approval from the administration.
It is understood that the provisions in the above paragraph will be in effect only for teachers newly employed by Dowagiac Union Schools after June 7, 1991.

Section 8:

a. When an Association member substitutes during their preparation period, they shall be paid at an hourly rate of $35 per hour for each classroom period of substitution. Any secondary teacher who substitutes in a "block" class will have their pay pro-rated.

b. For middle and high school teachers, each overload equals 1÷ (number of classes offered to a normal student in that building during a normal school year) of salary. (i.e., in a 7 period day, each overload would equal 1/7th of salary, in a trimester each overload would equal 1/15th of salary.) (6 period day = 1/6th of salary)

c. The DEA and District will develop a letter of agreement to address the elementary compensation for prep time for when teachers need to be the teacher of record to secure state aid.

Section 9:

1. There will be an advancement by 1 step each year for those who have not reached the top of their track.

2. The increases to schedule A will be based on a percentage of the BA 1 step from the previous school year. This dollar amount will be added to each step of the pay scales.

   a. For the 2024-25 school year the pay increase will be 4.0%.
   For the 2025-26 school year the pay increase will be 3.0%.
   For the 2026-27 school year the pay increase will be 2.0%

   b. The rounding function to the nearest multiple of five in the one's place value, is to be used on all steps now and in the future. With the first step rounding up and continuing the process there is no loss to current or future steps overall as it will all balance out over the life of the contract.

   c. For the 2025-26 school year, each teacher shall be paid a one time stipend of $250 to be paid no later than December 31,2025.

   d. For the 2026-27 school year, each teacher shall be paid a one time stipend of $500 to be paid no later than December 31,2026.

3. One step will be added to each track on the pay scale each year of this contract. By the 2026-27 school year, the BA scale will have 19 steps and the MA and MA+20 scales will each consist of 20 steps.

4. Teachers that are currently on the top step of their track will move to the new top step each year of the contract.

5. ~~Teachers on the new top step will be paid longevity each year if they have previously received~~ longevity payments.

6. All of these steps are reflected in the attached schedule A.

ARTICLE 16 - FRINGE BENEFITS

Section 1: Remuneration shall be made for mileage expenses incurred by teachers while traveling on school business, using a personal auto, at a rate equal to the IRS rate. School

business shall include mileage to attend classes and workshops which are authorized and paid for by the **Board**.

Section 2: The **Board** shall pay each teacher who retires under the Michigan Retirement Program and who has been in the system fifteen (15) years or more, the sum of $1,500.00.

In addition, for teachers declaring intent to retire by February 1, the Board shall pay $30/day for each unused sick day up to and including 75 and $50 for each unused sick day in excess of 75 into an IRS approved plan. In the event a statewide retirement incentive is offered after February 1, this article will be eligible for payment if a teacher notifies the Board of their intent to retire within 2 weeks of the signing into law

Section 3: Insurance:

a. The insurance benefit year shall be July 1 – June 30.

b. The **Association** shall determine the insurance coverage and shall advise the **Board** of the coverages selected for each insurance benefit year.

c. The District is the policy owner.

a. The District shall contribute the District hardcap amount toward the medical benefit plans cost for an eligible employee's medical benefit plan. The District hardcap will match the State hardcap value for the 2024-25 School Year. The District cap will pay the following amounts for 2024-25:

	2024-25 District Cap
•—Single	$ 7718
•—Double	$16140
•—Family	$21050

On July 1 for each year of this contract, the District Cap will increase by the state increase percentage or 4.0% over the previous years cap rates, whichever is less.

Teachers will pay the remainder of the premiums via 20 or 24 payroll deductions, depending on the teachers' pay choice. Teachers who elect no medical insurance coverage's (Pak B) will be paid a monthly amount equal to $500 minus the cost of the non-medical insurance.

d. Any representative rates, premium amounts and other medical benefit plan costs exceeding the amount of the Board contributions specified in this Article are the responsibility of the enrolled employee and will be deducted from the wages of the employee. This provisions constitutes each employee's written consent to this payroll deduction.

e. For teachers who are assigned to a less than full-time position the **Board's** contribution shall be prorated by using the fraction of the full-time rate the teacher is contracted to teach.

f. Section 125: The parties agree to the implementation of an insurance plan:

1. The **Board** will adopt a Cafeteria Plan which complies with Section 125 of the Internal Revenue Code. The Cafeteria Plan is not intended to change any benefits except as required by Section 125.

2. The Cafeteria Plan will provide a cash option in lieu of Medical Health coverage.

3. The amount of the cash option will be in accordance with Appendix B Fringe Benefits, Subsection 3, Insurance (b). The **Association** shall determine the amount of cash option and shall advise the **Board** of the amount selected for each benefit year.

4. Bargaining unit members may continue to select options during the regular open enrollment period and pay for them through payroll deductions.

5. Bargaining unit members may continue to elect to participate in tax sheltered annuity programs after completing the necessary salary reduction forms.

Section 4: Pay for approved after school tutoring, summer school, and the summer migrant program activities shall be $35 per hour for district employees working as teachers in these programs. All staff currently working in these programs will remain at their current rate until resigning.

Section 5: The Board shall annually fund a $10,000 tuition pool available to qualified applicants involved in recertification coursework. Reimbursements will be paid once yearly in June. Application for tuition reimbursement must be submitted as soon as possible but not later than May 15th with a copy going to the Association President. (See District Approved Form) The Board shall provide a disbursement record to the Association President by June 30th.

Reimbursement Procedures

1) Staff members must complete and submit form no later than May 15th in order to receive reimbursement in July. Any coursework completed after this date will be reimbursed from the following year's pool.
2) Staff members must also supply proof of tuition payment with this form.
3) Reimbursement of tuition is determined based on the total number of credit hours that are submitted to the pool. The pool will then be evenly distributed on a per credit hour basis.
4) Total reimbursement from all sources shall not exceed the actual cost of the tuition.
5) The reimbursement pool will be divided once per year. This payment will occur in July.

Reimbursement Pool Rules and Eligibility

1) Staff that are required to perform continuing education course work in order to maintain their teacher certification are eligible to apply for reimbursement of tuition from this pool.
2) Staff that are involved in the "2 hours every 5 years" provision in article 19, section 7 and those staff that have Continuing Teaching Certificates are not eligible to draw from this pool.
3) The maximum number of hours a staff member will be reimbursed for during any certification period is limited to the minimum course hours required to maintain a valid teaching certificate. (During a Provisional Teaching Certificate's term a maximum of 18 credit hours will be eligible for reimbursement. During a Professional Teaching Certificate's term a maximum of 6 credit hours will be eligible for reimbursement.)
4) Maximum reimbursement during any one school year will not exceed 6 credit hours.

Section 6: Upon presentation of proof of teaching certificate renewal, the Board shall reimburse each teacher $160 for recertification costs. This can occur no more than one time in each 5 year period. (See District Approved Form)

ARTICLE 17 - EXTRA CURRICULAR COMPENSATION

Section 1: It is recognized that certain extra duty positions are an extension and an integral part of the regular school program. Acceptance of such extra duty positions may be compulsory for teachers performing the corresponding regular school program. These programs shall include Band, Vocal Music, and the Future Farmers of America. Inclusion of additional programs under this provision shall be by mutual agreement.

Section 2: Extra duty contracts will be issued through the Central Administration office. Forms concerning choice of payment schedule for the extra duty will be sent with the extra duty contract or when possible will be sent to the affected teachers in the Spring.

Section 3: Compensation will be based on the percentage of the BA base salary as indicated in Schedule C relating to the various extra curricular activities.

Section 4: Payment (pro rata) for full year extra curricular positions shall begin two to four weeks after the contract has been approved by the superintendent, signed and returned to the central administration by the individual staff member.

Section 5: Any new position to be added to Appendix C, will be negotiated through collective bargaining or contract maintenance process.

Section 6: When extra curricular vacancies exist, bargaining unit applicants will be given consideration. Any such applicant denied a position for which he/she applied may request a conference with the Superintendent (or designee).
*It is understood that academic teams participating in intra-scholastic activities (e.g. classroom spelling bees, Jr. Great Books, etc.) would not be considered an extra-duty assignment.

Section 7: A formula using progressive BA steps 1-5 will be used to calculate pay. Experience shall be based upon five (5) consecutive years in the sport or activity. Consecutive years of service in a sport or activity earned prior to the effective date of this agreement shall be credited toward experience credit. If a coach or advisor is unable to complete five (5) consecutive years in a sport or activity because the School District has discontinued the sport or activity, or because he or she is on an involuntary leave of absence due to health or military reasons, once the sport or activity is re-instituted, or once the leave of absence ends, no interruption of the sport or activity shall occur and service prior to the leave of absence shall be deemed consecutive service after reinstatement of the sport or activity or the end of the leave of absence. If a person is out of their position for reasons other than those specifically listed in this section for more than five (5) years, they will go back to step 1.

Section 8: Each person earning compensation in Appendix C shall be given the same options for choice of payment.

Section 9: Grade Level Chairs:
It is agreed to expand the number of paid Grade Level Chairpersons from five (5), K-4, to six (6), K-5. There will be one (1) fifth grade chair.
Any staff member who assumes the new position of Grade Level Chair under this Agreement will maintain all previous seniority accrued as a departmental chair.
If the educational structure/alignment becomes departmentalized, the position of department chairs may be restored.

Section 10: Band Duties:
When the duties of the Middle School Band Director and Middle School Assistant Band Director are performed by one individual and that individual qualifies for the experience credit per Appendix C, Section 7 of the Master Contract, the maximum increment shall be a combined total of two (2%) percent.

Section 11: North Central Association Chairpersons
One North Central Chairperson position per building, K-8, will be added to the Schedule C portion of the Master Contract. The salary for each of the added positions will be 4% of the BA Base Salary, Steps 1-5.

ARTICLE 18 - SCHOOL IMPROVEMENT

It is agreed that a School Improvement Program is mutually desirable and beneficial for the Board and Association. In that regard, a District-wide School Improvement Steering Team will be appointed by the Board.

It is further agreed that Site-Based decision-making is a component of the School Improvement Program, but it is not limited to the program. However, the same process will be followed. Site-based decision-making is not intended to modify the terms and conditions of this agreement or to infringe upon reserved Board rights.

Participation in the development of the school's plans/goals is encouraged and voluntary unless required by law or this agreement. Participation in the implementation of any SIP is expected as part of ongoing professional responsibilities.

Building Level Site-Based Decision-Making
Site-based decision-making is the collaborative process by which teachers/administrators at the worksite jointly make decisions affecting the educational environment of the building. The decisions shall not violate the Master Agreement, State and/or Federal law.

Section 1: Decisions of the committee, following the evaluation and reporting process, will be reviewed at the beginning of each school year prior to September 30. If changes are recommended, then process outlined in section 2 below is followed.

Section 2: Once the committee has decided upon a plan, this plan will be presented to the entire staff. Staff that is directly affected by this plan must reach consensus. If a consensus is not reached by the directly affected staff, the following procedure will be implemented:

a. The team developing a plan must provide quantitative or qualitative research/data/anecdotal information that supports the planned change.
b. Quantitative or qualitative research/data/anecdotal information in opposition must also be presented.
c. All affected building staff, including administrators much reach consensus. (Defined as the "ability to live with the change.") If consensus is not reached, a vote of those affected will be taken, with 67% support needed to implement change.
d. Prior to the vote, those who support must provide professional or "best –practices" reasons for supporting the change. Those who oppose the change must also provide professional or "best-practices" for opposing the change.
e. Abstentions shall be according to Robert's Rules of Orders. (An abstention will be counted in the total as a "no" vote.)
f. A person may "pass" instead of voting. Such votes will not be counted as part of the total vote. A person who "passes" may vote again in the future on the same issue.

Section 3: Weekly staff meeting may be used for school improvement collaboration and discussions. All teachers are expected to attend regularly scheduled weekly staff meetings including the school improvement portions.

ARTICLE 19 - SCHOOL CALENDAR

Section 1: School years shall consist of not more than 186 teacher days and not less than 176 nor more than 181 student days, unless otherwise directed by the state or the parties mutually agree. Both parties agree to also comply with the state instructional time requirements (currently 1,098 hours and 180 days of pupil instruction).

a. Prior to the first day of students, teachers will have three continuous hours of room prep time as a part of their contractual days. This time is to ensure their classrooms are prepared prior to the first day of students and before Open house if it is held prior to the first day of students. Open house cannot be held on the first report day of staff unless agreed upon by the majority of the teachers affected.
b. The last student day of the first semester will be a half day for K-12 students. The afternoon will be designated for records time unless the district designates the afternoon for P.D. at least 28 days, with notice, before the half day.
c. Staff report days are considered to be full days consisting of the total time defined in the contract unless the district agrees to shorten a specific day on a case by case basis.

d. The first semester records day is optional for staff to be present on campus to complete their duties.
e. One (1) additional day of orientation shall be scheduled each year for newly-hired teachers. All other calendar matters will be determined by the parties with discussions commencing by May 1st for each successive school year.

Section 2: If for any reason the contract year does not meet the accreditation or state requirements and the number of days and hours must be added to meet these standards, the teacher will meet these standards without additional compensation.

Section 3: For each additional day required of the entire staff, by the **Board**, beyond the number of negotiated contract days, each teacher shall be compensated on a pro-rated basis of his/her base salary. This does not include those days referred to in Section 2 of this article.

Section 4: Days of student instruction lost due to inclement weather will be made up to the extent required by law. Such make up days shall be without additional pay, if teachers are notified as soon as possible, but not later than 5:45 a.m. that school has been cancelled or that there will be a delayed start. A delayed start day may be changed to a cancellation. However, if this occurs the District will notify teachers one (1) hour and forty-five (45) minutes prior to their reporting time on that delayed start day, unless it is beyond the District's control to provide the one (1) hour and forty-five (45) minute notice. Should the required notice timelines not be met, a reason will be provided to the **Association.** Notification shall be by the district-wide notice system. Individual notification is not required.

Teachers will be notified as follows:
a. By district-wide notice system.
b. By announcement over media outlets (the District will provide an official list to an **Association** representative each fall).

Make-Up Days

1.	January Record Day (students attend in a.m.)	1	
	Total (if not a holiday)		1
2.	Presidents Day (if scheduled)	1	

[If an inclement weather day occurs less than ten (10) school days prior to President's Day week-end (Friday before President's Day and President's Day), it will be moved to the third step, currently listed as the June Record Day (students in the A.M.)].

3.	June Record Day (Students attend in a.m.)	1	
	Total		2
4.	Remainder of the last week of school and the week following the normal end of the school year.	5*	
	Total		7*

*Maybe 1 or 2 days more if the scheduled year ends before Friday.

5.	Spring Recess	5	
	Total		12

Section 5: Professional Development. At least three (3) half-days without students shall be scheduled each year. Additional half-days may be used for visitations to other schools, in-service presentation for all or a portion of the staff, building meetings or similar activities.

District Professional Development planning shall be conducted in the District School Improvement process.

ARTICLE 20 - GENERAL

Section 1: Any medical examinations or tests, (not covered by insurance) which are required by the **Board** as a condition of employment or continuing employment, shall be paid by the **Board**.

Section 2: If, during the life of this agreement, any of the provisions contained herein are held to be invalid by peration of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby.

a. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the **Board** and the **Association** shall enter into a meeting to determine the desirability of collective bargaining. Upon mutual agreement, the **Board** and the **Association** shall proceed to negotiate.

b. Meetings may also be called by either party for the purpose of correcting errors of language of intent in this Master Agreement. Such sections shall be open by mutual consent only.

Section 3: This agreement shall supersede any rules, regulations or practices of the **Board** which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect.

Section 4: The **Board** shall make an electronic copy of the current Master Agreement available to each teacher or provide a hard copy upon request.

Section 5: An emergency manager appointed under the Local Financial Stability & Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Stability & Choice Act, 2012 PA 436.

ARTICLE 21 - DURATION

Section 1: This agreement shall be effective August 19, 2024. This contract shall remain in full force and effect for a term of three (3) year(s), extending to Midnight, June 30, 2027.

Section 2: Either party may reopen provisions not relating to salary and fringes which are mandated by changes in state laws or regulations. No other provisions of this contract shall be reopened unless by mutual consent of the parties.

Section 3: This agreement shall not be extended by any oral understanding of the parties, nor shall any of its provisions be changed in the implementation except if it has been specifically provided for by the terms of those sections of the agreement providing for amendments, modification, alteration or change.

8/19/24 — Dowagiac Education Association President

8/19/24 — Dowagiac Education Association Secretary

6/19/24 — Dowagiac Union Schools Board of Ed. President

8-19-24 Christina Carpenter
Dowagiac Union Schools Board of Ed. Secretary

BCCEA Representative

APPENDIX "A"

2024-2025 School Year Pay Scale

Step	BA	MA	MA+20
1	$43,245	$44,970	$46,695
2	$44,970	$46,695	$48,420
3	$46,695	$48,420	$50,145
4	$48,420	$50,145	$51,870
5	$50,145	$51,870	$53,595
6	$51,870	$53,595	$55,320
7	$53,595	$55,320	$57,045
8	$55,320	$57,045	$58,770
9	$57,045	$58,770	$60,495
10	$58,770	$60,495	$62,220
11	$60,495	$62,220	$63,945
12	$62,220	$63,945	$65,670
13	$63,945	$65,670	$67,395
14	$65,670	$67,395	$69,120
15	$67,395	$69,120	$70,845
16	$69,120	$70,845	$72,570
17	$70,845	$72,570	$74,295
18		$74,295	$76,020

2025-2026 School Year Pay Scale

Step	BA	MA	MA+20
1	$44,540	$46,265	$47,990
2	$46,265	$47,990	$49,715
3	$47,990	$49,715	$51,440
4	$49,715	$51,440	$53,165
5	$51,440	$53,165	$54,890
6	$53,165	$54,890	$56,615
7	$54,890	$56,615	$58,340
8	$56,615	$58,340	$60,065
9	$58,340	$60,065	$61,790
10	$60,065	$61,790	$63,515
11	$61,790	$63,515	$65,240
12	$63,515	$65,240	$66,965
13	$65,240	$66,965	$68,690
14	$66,965	$68,690	$70,415
15	$68,690	$70,415	$72,140
16	$70,415	$72,140	$73,865
17	$72,140	$73,865	$75,590
18	$73,865	$75,590	$77,315
19		$77,315	$79,040

2026-27 School Year Pay Scale

Step	BA	MA	MA+20
1	$45,430	$47,155	$48,880
2	$47,155	$48,880	$50,605
3	$48,880	$50,605	$52,330
4	$50,605	$52,330	$54,055
5	$52,330	$54,055	$55,780
6	$54,055	$55,780	$57,505
7	$55,780	$57,505	$59,230
8	$57,505	$59,230	$60,955
9	$59,230	$60,955	$62,680
10	$60,955	$62,680	$64,405
11	$62,680	$64,405	$66,130
12	$64,405	$66,130	$67,855
13	$66,130	$67,855	$69,580
14	$67,855	$69,580	$71,305
15	$69,580	$71,305	$73,030
16	$71,305	$73,030	$74,755
17	$73,030	$74,755	$76,480
18	$74,755	$76,480	$78,205
19	$76,480	$78,205	$79,930
20		$79,930	$81,655

APPENDIX "B"

LONGEVITY STATEMENT

Teachers who no longer qualify for step increments will receive a longevity payment of $1000.

Longevity payments will be made to all teachers who have more years of experience than the current year's top step for their track.

(Only staff that have previously received a longevity payment will receive this payment for the life of this contract.)

Qualifying teachers will receive Longevity payments as follows:

one-half (½) payable by December 31

one-half (½) payable by May 1

APPENDIX "C"

APPENDIX "C" Percentages of STEP 1 BA degree Salary Non-Athletic

6TH GRADE CAMP	2.0
ACADEMIC CHALLENGE COACH	5.0
ACADEMIC TEAMS	1.5
ADMINISTRATIVE INTERN Job description and pay recommendation TBD by TPC. Pay will be retroactive for year.)	
ART K-12 (per program*) *As approved by administration	1.0
ART CLUB Senior High Middle School (2)	1.5 1.5
AUDIO VISUAL Senior High Middle School	5.0 4.0
AUDITORIUM SPONSOR	4.5
AVIATION CLUB	1.0
BAND Senior High Senior High Assistant Middle School Middle School Assistant 5-6 Grade (per program*) *As approved by administration	14.5 8.0 8.0 3.5 0.5
BUILDING SCH IMPROVEMENT CHAIR *9-12 *6-8 *K-5 (4)	4.0 4.0 4.0
BUILDING TECHNOLOGY REP *Senior High *6-8 Grade *Elementary (4) (Job description and recommendation salary to be determined by District Technology Committee)	8.0 6.0 4.0

CHILD STUDY COORDINATOR (3)	2.5
CHIEFTAIN HEART	3
CLASS SPONSORS Senior Class Junior Class Sophomore Class Freshman Class	 4.0 4.5 3.0 3.0
DEBATE *Senior High *7-8 Grade	 2.5 2.0
DEPARTMENT/GRADE LEVEL/BLDG LEVEL CHAIRPERSON *Building Level K-12 Department Chair** K-5 Grade Level (6) (& min 1 rep per building) K-5 Curriculum Representative (6) Counseling Fine Arts Health/Physical Education Special Education Library/Media* *Grandfathered **A minimum of 5 staff members district-wide are required to add a new K-12 Dept. Chairperson	 6.0 6.0 6.0 6.0 6.0 6.0 6.0 6.0 6.0
DRAMA * 2 plays, 1 musical	13.5
F.F.A.	6.5
FOREIGN EXCHANGE CLUB	3.0
FRENCH CLUB *Senior High Middle School	 1.5 1.0
FUTURE PROBLEM SOLVING	3.5
FUTURE TEACHERS (F.T.A.)	1.0
NORTH CENTRAL CHAIR (1per bldg.)	4.0

APPENDIX "C" Percentages of STEP 1 BA degree Salary Non-Athletic (continued)

MAJORETTES/FLAG CORPS	3.0
MATH COMPETITIONS	3.0
MENTOR TEACHER	2.0
NATIONAL HONOR SOCIETY	
*Senior High	2.5
*7-8 Grade	1.0
NEWSPAPER	
*Senior High	3.5
*Middle School	2.5
ROBOTICS	
Head Coach	10.0
.Assistant Coach	5.0
Middle School	5.0
ROTARY INTERACT	2.0
SCIENCE CLUB	
*Senior High	1.5
*Middle School (2)	1.5
SKI CLUB	
*Senior High	1.5
*7-8 Grade	1.5
SOCIAL STUIES/GEOGRAPHY/ CITIZENS BEE	1.5
SPANISH CLUB	
*Senior High	4.0
*Middle School	3.0
SPELLING BEE	1.5
STUDENT COUNCIL	
*Senior High	4.5
*Middle School	3.0

VOCAL MUSIC	
*Senior High	8.5
*7-8 Grade	5.0
K-6 Grade (per program)	1.0
YEARBOOK	
*Senior High	5.5
*Middle School	4.0

APPENDIX "C" Percentages of STEP 1 BA degree Salary Athletic

BASEBALL	
*Head Coach	12.0
*Varsity Assistant	8.5
*Junior Varsity	8.5
Basketball (Boys)	
*Head Coach	16.0
*Junior Varsity	10.5
*9th Grade	10.0
*7-8 Grade (2)	7.0
Basketball (Girls)	
*Head Coach	16.0
*Junior Varsity	10.5
*9th Grade	10.0
*7-8 Grade (2)	7.0
BOWLING CLUB	
*Senior High	1.0
CHEERLEADING	
*Senior High sideline	7.5
*Junior Varsity sideline	5.5
*Middle School (2) sideline	4.5
*Senior High Competitive Cheer	12.0
Assistant Competitive Cheer	8.0
CLUB SPORTS/ACTIVITIES (Must be developed using district guidelines)	1.5
CROSS COUNTRY	
*Head Coach	10.0
*Varsity Assistant	7.5
FOOTBALL	
*Head Coach	16.0
Varsity Assistant (3)	11.0
*Junior Varsity (2)	10.5
*Junior Varsity	9.0
*9th Grade	10.0
*7-8 Grade (4)	7.0
GOLF (Boys)	
*Head Coach	10.0
*Junior Varsity	3.0
GOLF (Girls)	
*Head Coach	10.0
*Junior Varsity	3.0
GYMNASTICS	
*Middle School	3.0
INTRAMURALS	
*Senior High (3)	2.5
*Middle School (3)	2.0
SOCCER (Boys)	
*Head Coach	12.0
*Junior Varsity	8.0
SOCCER (Girls)	
*Head Coach	12.0
*Junior Varsity	8.0
SOFTBALL	
*Head Coach	12.0
*Varsity Assistant	8.5
*Junior Varsity	8.5
TENNIS	
*Head Coach	10.0
*Junior Varsity	7.0
*7-8 Grade Head Coach	3.5
*7-8 Grade Assistant	1.5
TRACK (Boys)	
*Head Coach	12.0
*Varsity Assistant (1)	8.5
*7-8 Grade (2)	7.0
TRACK (Girls)	
*Head Coach	12.0
*Varsity Assistant (1)	8.5
*7-8 Grade (2)	7.0
VARSITY CLUB	
*Senior High (Boys)	4.0
*Senior High (Girls)	4.0
*If combined position	6.0

APPENDIX "C" Percentages of STEP 1 BA degree Salary Athletic (continued)

VOLLEYBALL (Girls)		WRESTLING	
*Head Coach	14.0	*Head Coach	14.0
*Varsity Assistant (JV)	10.0	*VARSITY ASSISTANT (JV)	10.0
*9th Grade	7.5	*9th Grade	7.5
*7-8 Grade (2)	5.5	*7-8 Grade (2)	6.5

Schedule C Compensation for Extended Seasons

Compensation for performance of Schedule C duties will be increased by a prorated amount for each week or fraction thereof that the season extends beyond the last regular season contest for Varsity Head Coaches and Varsity Assistant Coaches. The regular season includes the opening round of the MHSAA tournament if all teams automatically qualify for the first round.

For sports where the team has to qualify for the MHSAA State Tournament after the "normal regular season" the compensation for extended seasons will begin with the first round of MHSAA playoffs.

For team sports that automatically qualify for MHSAA District Tournaments, the compensation for extended seasons will begin if/when the team reaches the MHSAA Regional Tournament. However, if MHSAA divides districts over multiple weeks, coaches will receive extended compensation if the team advances to the second week. Sports in this category include the following:

- Boys or Girls Basketball
- Baseball
- Sideline Cheer if allowed to perform
- Volleyball
- * Boys or Girls Soccer
- * Competitive Cheer
- * Softball
- * Wrestling (Team and Individual) **

For individual sports that automatically qualify for the MHSAA Regional Tournaments, the compensation for extended seasons will begin if/when the team or individual reaches the MHSAA State Finals. Sports in this category include the following:

- Boys or Girls Golf **
- Boys or Girls Tennis **
- Cross Country**
- Boys or Girls Track**

** If one to five (1-5) athletes qualify for the MHSAA State Finals, then only the Varsity Head Coach will qualify for the extended season compensation. If six to fifteen (6-15) athletes qualify for the MHSAA State Finals, then a second coach will qualify for the extended season compensation if one was on staff for the entire season. If more than fifteen (>15) athletes of the Team qualifies, then discussion in regard to the number of coaches needed will take place between the Athletic Director, Superintendent, and immediate Head Coach. This paragraph also applies if both boys and girls track are combined into one team.

APPENDIX "D"

EMPLOYEE SEVERANCE PLAN (ESP)

PURPOSE

The purpose of the ESP program is to help prevent teacher layoffs and to lessen the Board's economic responsibility in the area of staffing.

Future ESP or ERI

Any future consideration of buy out plans will be predicated on an analysis generating savings for the district, and a mutually acceptable program.

Appendix "E"

Negotiation of Restored Prohibited Subjects of Bargaining

The DEA and the Board agree to reopen and negotiate the previously prohibited subjects of bargaining that have been restored to negotiable subjects under the Michigan State Laws and elementary prep times in 2025.