Dundee Community Schools
Board of Education

and

Dundee Education Association
Monroe County Education Association
DEA/MCEA

Collective Bargaining Agreement
September 1, 2026 – June 30, 2028

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ASSOCIATION AGREEMENT

Agreement

This agreement entered into the 19th day of August 2021, by and between the Board of Education of the Dundee Community School district hereinafter called the "Board," and the Monroe County Education Association hereinafter called the "Association," pursuant to Act 379 of the Michigan Public Acts of 1965. This contract shall terminate at 11:59 p.m. on 30 June 2028.

Witnesseth

WHEREAS, The Board and the Association recognize and declare that providing quality education for children of Dundee is their mutual aim; and

WHEREAS, The quality of education depends primarily upon the quality of the teaching service and the cooperation between teachers and administrators; and

WHEREAS, Members of the teaching profession and the Board of Education will continue, through cooperation and communication, to improve the quality of education for the children of Dundee; and

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

WHEREAS, the parties have reached certain understandings, which they desire to confirm in this agreement,
in consideration of the following mutual covenants; it is hereby agreed as follows:

Article I

Recognition

The Board recognizes the Association as the exclusive legal bargaining representative for all fulltime and regularly employed part-time teaching personnel under contract with the Board which are certified by the Department of Education, State of Michigan, including librarians, speech therapists (if not provided by the MCISD or third party contractor), counselors, and reading consultants but excluding administrators, such as the superintendent, principals, assistant principals, athletic and adult education directors, substitute teachers, school nurse, per diem employees, such as adult education teachers, and all others.

The term "regularly employed part-time teacher" shall mean a teacher employed for two hours or more per day for a semester.

The term "substitute" as used herein shall mean those teachers that are employed on a sporadic basis as a replacement for other full-time or regularly employed part-time teachers.

Article II

Board's Rights

It is expressly agreed that all rights, which ordinarily vest in and have been exercised by the Board, except those, which are expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. The executive management and administration of the school system and its properties, facilities, equipment, and the professional activities of its employees related to employment in the school district.

2. Hire all employees and, subject to the provisions of this contract and of law, to determine their qualifications and the conditions for their continued employment, to assign, schedule, promote, demote, transfer, discipline, suspend, lay-off, and dismiss all such employees; and to determine the duties and responsibilities of all such employees.

3. Establish levels and courses of instruction, including special programs and to provide for athletic, recreational, and social events for students as deemed necessary or advisable by the Board.

4. Decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids.

5. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules, and standards of operation; the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein and the institution of new and/or improved methods or changes therein.

6. Adopt rules and regulations.

7. Determine the number and locations or relocation of its facilities, including the establishment or relocations of new school buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities thereof.

8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided in this Agreement.

9. Determine the policy affecting the selection of employees, providing that such selection shall be based upon lawful criteria.

Article III

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A, Item Ia, which is attached.

B. If negotiations under Article X IV are conducted during the school day by mutual consent of both parties, a teacher engaged in behalf of the Association shall be released from regular duties without loss of salary. The Association will pay the total cost of substitutes when the regular classroom teacher is released from duty without loss of salary.

C. The Board retains the right to not re-employ teachers in extra-service assignments and the right to discharge teachers from their extra-service assignments during the term of the assignments. Extra-service duties are those duties, which are covered on a separate schedule set forth in Schedule A, Item 2. In the event the Board of Education decides not to assign a teacher from within the bargaining unit to an extra-service duty, the Board reserves the right to go outside the bargaining unit to fill the positions.

D. All remunerations beyond the basic salary schedule are set forth in Schedule A, Items 1b, Ic, Id, Ie, If, Ig, Ih, II Part A, II Part B, III, IV, V, and VI.

E. The Association shall not conduct internal business during school hours.

F. Release time in the amount of eight (8) hours per school month shall be made available to elected union officers for Association business or conferences without loss of pay. Notifications for release time shall be made at least forty-eight (48) hours in advance. This time may accumulate to 40 hours but shall not be accumulative from year to year (i.e. each school year begins with eight (8) hours). No more than two persons at one time shall be absent from the purpose of Association business. The Association shall pay the total current cost of the substitute required under the provisions of this paragraph.

   1. It is understood and agreed that the Association shall, at the time of requesting Association days, state the purpose and function for which the days are to be used incorporating therein the name of the conference or Association business and its location. This is in accordance with past practice of the Association in requesting these days.

2. It is further understood that the administration shall have the power to refuse to grant days for Association business where requests are made to participate in activities which are directly involved in public exposure to a strike including picketing by public school teachers at other districts within the State of Michigan contrary to the intent and purpose of Article XVI (No Strike Clause).

3. It is further understood that negotiations seminars are not objectional to the Association or to the administration so long as the seminars are within the precepts of the Public Employees Relations Act, it being understood that attempts to legislatively change P.E.R.A. are permissible. Further, it is understood that the administration shall not have the right to impose its judgement as to the conduct of the delegates selected by the Association to attend any conference that is approved by the administration.

G. Teachers may elect to receive their salaries in one of the following methods:

1. Salary spread over twenty (20) equal pays, payable during the school year.

2. Salary spread over twenty-four (24) equal pays, payable over twelve (12) month period.

3. Pending authorization from each participant, salary shall be paid by direct deposit to an account of the teacher's choice.

Article IV

Teaching Hours

A. Teachers' workday is determined to be 20 minutes before the opening of the pupils' regular day and 20 minutes after the pupils' regular day. The Board shall have the right to adjust the school day and work day for the purpose of satisfying the requirements of laws and regulations pertaining to student instruction and receipt of full state aid. The school day is scheduled as follows:

BUILDING	HOURS
Elementary full day	8:35am – 3:40pm
Elementary half day	8:35am – 12:05pm
Middle School full day	7:25am – 2:20pm
Middle School half day	7:25am – 10:45am
High School full day	7:30am – 2:30pm
High School half day	7:30am – 11:00am
Riverside Academy full day	8:10am – 2:50pm
Riverside Academy half day	8:10am – 11:10am

B. Teachers are required to be at their assigned place of duty no later than 15 minutes before the opening of the pupils' regular school day. After the opening of the regular school day, classrooms shall be opened and supervised by the teacher assigned to said room prior to the start of the scheduled class period.

C. Teachers may leave school 20 minutes after school is dismissed and immediately after the buses leave on the last day of the school week except when school is dismissed in advance of the normal teaching day. On days when school is dismissed in advance of the normal teaching day, teachers desiring to leave when buses leave shall request permission from the building principal. Reasonable requests shall be granted unless leave professional duties are required for the good of the system. All in-service days, whether partial in-service days or full in-service days, will end at the normal student dismissal time.

D. Elementary teachers (grades Young Five's – 5) shall be entitled to a duty-free, uninterrupted lunch period of not less than forty-five minutes per day unless they volunteer for noon supervision services paid at the contracted rate per year.

Elementary and specials teachers (grades Young Five's-5) will have a total preparation time provided at a minimum of 240 minutes per full school week, to be spread out over the course of the week. When teachers are called for a meeting during planning time or before/after school during post contracted work hours, by the administration that lasts more than 15 minutes in length, more than fifteen (15) times during any given school year, the teacher shall be given an additional compensation of Teachers – Service-Related Hours per Schedule A Item 2 part A for each subsequent meeting. Meetings held outside of the

contractual school day which are 15 minutes in length or longer shall also be considered using the teacher's personal time and should be counted according to the provisions for planning time written above. It is further understood that when multiple IEP meetings can be scheduled on the same day, a floating substitute will be utilized to release the primary classroom teacher to attend these meetings; released time shall not count toward the fifteen meetings addressed above. The exception to this language shall be the special education teacher, who by nature of their position is required to attend such meetings. Specials may include: Art, Physical Education, Music, Computers, Library, etc. Half day schedules will be rotated so that the same specials are not missed.

It is understood that deviations in the above total preparation time may occur when specialized teachers are absent, and substitutes are unavailable. These programs may be removed due to severe budgetary considerations or occasional calendar modifications (i.e., half days, special programs, field trips, inclement weather days). Should a special be eliminated due to budgetary restraints, the Administration and Association leadership when a special is eliminated due to budgetary restraints, it will be replaced with a once a week thirty (30) minute recess. All recess is duty free. Elementary teachers may also use unassigned recess and lunch period time for preparation periods.

Middle school teachers (grades 6 - 8) with a thirty (30) minute, duty-free, uninterrupted lunch period shall have one (I) assigned preparation period daily. Middle school teachers may use the time when their classes are scheduled for art, music, physical education, and instruction from specialized teachers for preparation periods. The time limit for duty free, uninterrupted lunch period does not apply to teachers who volunteer for noon supervision services paid at the contracted rate per year. When teachers are called for a meeting during planning time by administration that lasts more than 15 minutes in length, more than fifteen (15) times during any given school year, the teacher shall be given additional compensation of Teachers – Service-Related Hours per Schedule A Item 2 part A for each subsequent meeting. Meetings held outside of the contractual school day which are 15 minutes in length or longer shall also be considered using the teacher's personal time and should be counted according to the provisions for planning time written above. It is further understood that when multiple IEP can be scheduled on the same day, a floating substitute will be utilized to release the primary classroom teacher to attend these meetings; released time shall not count toward the fifteen meetings addressed above. The exception to this language shall be the special education teacher, who by nature of their position is required to attend such meetings.

High school teachers grades (9-12) and Alternative High School teachers shall be entitled to a duty free, uninterrupted lunch period of not less than thirty (30) minutes per day unless they volunteer for noon supervision services paid at the contracted rate per year. High school teachers (grades 9-12) and Alternative High School teachers shall have one (I) assigned preparation period (equal to one class period) daily. When teachers are called for a meeting during planning

time by the administration that lasts more than 15 minutes in length, more than fifteen (15) times during any given school year, the teacher shall be given additional compensation of Teachers – Service-Related Hours per Schedule A Item 2 part A for each subsequent meeting. Meetings held outside of the contractual school day which are 15 minutes in length or longer shall also be considered using the teacher's personal time and should be counted according to the provisions for planning time written above. It is further understood that when multiple IEP meetings can be scheduled on the same day, a floating substitute will be utilized to release the primary classroom teacher to attend these meetings; released time shall not count toward the fifteen meetings addressed above. The exception to this language shall be the special education teacher, who by nature of their position is required to attend such meetings.

E. Hours of Young Fives and Kindergarten teachers shall be fixed by the principal at the beginning of each semester but shall be in no event longer than the foregoing.

F. A teacher shall not leave their class unattended at any time except in emergency situations.

G. Attendance at professional staff meetings is required of all teachers unless prior approval of absence from the principal is obtained. Such meetings shall not aggregate more than fifteen (15) hours per year. A professional staff meeting is a mandatory meeting of the entire building or the entire district teaching staff.

Attendance at the annual open house is required of all teachers. Teachers required attendance at an open house shall not exceed two hours in length. Staff attendance at an evening in-service up to two hours may not be substituted for the open house at the discretion of the administration. Up to three hours of the initial days of professional development will be designated to complete the safe schools training.

Article V

Teaching Loads and Assignments

A. Our mission is education and therefore the Association agrees to encourage staff attendance at the annual graduation exercises.

B. Lead teachers are defined as teachers who may have administrative duties.

Lead Teachers will:

1. Teach at least fifty percent (50%) of a full day.

2. Seniority will accrue and be prorated based on the number of classes taught in a full day.

3. Fringe benefits will be prorated based on the number of classes taught in a full day according to the provisions of the Dundee Education Association Master Agreement.

4. Longevity will accrue according to continuous length of employment at Dundee Community Schools and will be prorated according to the full-time equivalent.

5. Prep time will be prorated and based on the number of classes taught in a full day according to the provisions of the Dundee Education Association Master Agreement.

6. Not evaluate, discipline, or oversee other teachers (Dundee Education Association members).

7. Work the schedule defined by the Dundee Education Association Master Agreement with regard to teaching hours and school calendar.

Article VI

Teaching Conditions

A. Because pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible. The class sizes, as hereinafter specified, shall become effective as soon as possible but not later than, the fourth Friday count from the beginning of each school year of this contract in order to allow for administrative adjustments because of unforeseen contingencies. Second semester class sizes shall become effective as soon as possible, but not later than the fourth Friday of the second semester.

Class Size	
Young Fives'/Kindergarten	27 students
1st – 6th Grade	28 students
7th – 12th Grade	32 students

In the event of an overload, the teacher or teachers affected, or to be affected thereby may request a conference in writing to be held not less than 10 days from said request with the Superintendent, building principal, and Association representative, at which time an adjustment shall be discussed.

Teachers assigned classes which exceed these maximum enrollments (after drop/add period of five [5] days) shall receive in the secondary grades $3.50 per pupil per class and $12.00 per pupil per day in the elementary grades for those teachers who have students for a full day; for those teachers who have students less than a full day, the administration shall pro-rate the $12.00 for actual time a teacher spends with the students. It is expressly understood that overage pay is based on enrollment, not on actual attendance. It is also expressly understood that classes, which have traditionally been taught in large groups, such as, but not necessarily limited to, pool, and music need not conform to the above enrollments. The size of vocational classes, and other specialized classes shall be determined by the nature of the program and special equipment available. Once the Physical Education class sizes reach forty (40) students, the District will offer an instructional assistant, of the opposite sex, to assist the Physical Education Teacher. All overage pay in this paragraph shall be paid no later than at the end of each marking period/trimester.

The administration will oversee the educational delivery plan for any student who does not qualify for special education services, but who falls within the Section 504 guidelines as mandated by the State of Michigan.

Equitable Assignment and Support for Inclusive Classrooms
The administration shall make every effort to equitably distribute students receiving special education services across classrooms in grade levels in a

manner consistent with each student's Individualized Education Plan (IEP), taking into consideration the number of students, severity of student needs, and program requirements.

When a classroom teacher is assigned a student with special needs, whose required level of support significantly impacts instructional time, or whose ongoing behaviors substantially interfere with the learning environment, the teacher shall have the right to request a collaborative conference, This conference may include the building principal, the special education teacher, and the special education supervisor, and will focus on identifying appropriate supports and strategies to assist the student and support the classroom teacher.

While any changes to student placement or educational programming shall remain subject to applicable special education laws and procedures, the administration affirms its responsibility to partner with and provide meaningful, timely support to the classroom teacher in meeting the needs of the individual student and maintaining an effective learning environment for all students.

In the event that a classroom, grade level, or building experiences a disproportionate concentration of students receiving special education services, students with section 504 plans, or students with significant academic, behavioral, or social-emotional needs, the administration shall review the assignments to determine whether the distribution remains equitable and instructionally appropriate.

Upon identification of an imbalance or upon a written request from a classroom teacher, the administration shall convene a collaborative meeting that includes the building principal, relevant special education and/or support service staff, and the classroom teacher. The purpose of this meeting shall be to review classroom needs and to identify appropriate adjustments or supports.

B. Each building level will be provided with a workroom(s) with a working microwave, refrigerator, copy machine, and air conditioner.

C. Each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom, halls, and grounds. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with established Board policy and in keeping with sound educational practices. The Board recognizes its responsibility to review and maintain supportive policies with respect to the maintenance of control and discipline in the classroom, halls, and grounds.

D. A teacher may exclude a pupil from one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. Said child shall be sent to the appropriate administrative office. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow but within the same school day, full particulars of the incident in writing.

E. (Online Learning)
Another important type of teaching medium that when developed carefully to avoid creating problems instead of solving them is called online learning.

1. Online learning shall be defined as any class available through the program to enrolled students in which instruction of any kind is exchanged or provided. electronically via the internet.

2. A teacher assigned a face-to-face course or other duties during the same period as proctoring an online class will be expected only to take attendance and provide as much classroom supervision as is possible for that proctor. Proctors will not be responsible for grades assigned by the online instruction.

3. Teachers will be paid at the rate of extra duty pay (extra instruction) per District policy for required training outside the regular school day.

Preparation Time
Preparation Time is defined as scheduled work time provided to teachers for the purpose of carrying out professional responsibilities related to direct delivery of instruction and student needs.

Article VII

Vacancies and Promotions

A. Whenever permanent vacancies in professional positions and other contractual assignments occur, or new positions are established during the school year, the Board will publish the vacancy and the new position along with the qualifications as determined by the Board. Appointments by the Board will be final. Vacancies in the Alternative High School are posted according to procedures in the Association contract.

B. Any qualified teacher may apply for vacancies within the school system.

C. All vacancies and newly established positions will be posted on the district website and emailed to all DEA members on the current seniority list. Any letter that a teacher files in accordance with Article XVII, H, will be considered as an application for the vacancy, which occurs during the summer months.

Article VIII

Transfers

A. Any teacher who shall be transferred to a supervisory or executive position and shall later return to teacher status shall be entitled to retain such rights as he/she may have had under this Agreement including being placed on salary step in accordance with years of service.

Article IX

Illness or Disability

A. Each full-time teacher shall be credited with a sick leave allowance of fourteen (14) days accumulative to the number of required teacher days in one school year. Sick leave shall be earned at the rate of one-tenth the yearly allowance for each month, or major fraction thereof, the teacher works, September through June. If a teacher's employment is terminated for any reason at any time during the school year, and he/she has used more sick leave than earned, his/her final pay will be adjusted accordingly by deducting from said pay the amount of unearned sick leave previously credited to him/her. Sick leave shall be used for absences caused by illness or physical disability of teacher. The Board reserves the right to require medical verification that inability to work was due to illness after a time period of three consecutive days or more.

B. Absence due to injury or illness arising out of or in the course of the teacher's employment for which worker's compensation award is given shall not be charged against the teacher's sick leave days, and the Board shall pay to such teacher the difference between his salary and the benefits received under the Michigan Worker's Compensation Act up to one school year from the first day of absence.

C. Terminal Leave
   1. Teachers retiring with at least ten years of service with Dundee Community Schools will receive $50 per unused sick days up to a maximum amount of 180 sick days. The sick day payout amount will be paid out in one of two ways below. The payout cannot be divided between the two options except as outlined in Option a.
      a. The amount will be deposited into a District provided 403(b) account and made as a non-elective employer 403(b) contribution. Should the amount contributed exceed IRS annual 415(c) limits, then the excess will be included in the employee's final DCS payment with appropriate taxes applied.
      b. The amount will be paid out as part of the employee's final DCS payroll payment with appropriate taxes applied. Payout will not be added to an employee's final year of compensation in accordance with the Office of Retirement Services rule.

   2. Should any teacher with ten or more years of service with Dundee Community Schools die while under contract, the district shall pay the estate of the deceased or a named beneficiary according to the above payout schedule.

D. Teachers who anticipate being absent due to disability must notify the Superintendent of the anticipated disability as soon as feasible and, if possible, no later than thirty (30) days prior to the projected onset of disability.

Requirements of this provision apply regardless of whether the medical leave is paid or unpaid.

Teachers who anticipate disability and elect to use accumulated sick leave are subject to the following provisions:

1. Teachers who anticipate disability must notify the Superintendent of the anticipated disability no later than thirty (30) days prior to the projected onset of disability.

2. The district reserves the right to request medical verification regarding the disability itself, the teacher's continued ability to perform his/her job responsibilities prior to the taking of the leave and the teacher's capacity to resume employment upon the conclusion of the leave. A second medical opinion may be required by the Board at Board expense from another physician selected by the teacher or his/her physician and approved by the Board. The Board shall also have the right to require medical verification if there is reasonable suspicion of abuse of sick leave, such as a pattern of absenteeism. The Board may also require medical verification of fitness for duty In appropriate circumstances, such as upon return from medical leave. Requirements of this provision apply regardless of whether the medical leave is paid or unpaid.

3. To receive sick leave payments, the teacher must perform all duties until physically and/or mentally unable. The teacher must return to service as soon as physically and/or mentally able to perform all essential job functions.

4. For all sick leave days claimed the teacher must have a physician's certificate verifying physical and/or mental disability which prevents him/her from fulfilling his/her teaching responsibilities. The Board shall also have the right to require medical verification if there is reasonable suspicion of abuse of sick leave, such as a pattern of absenteeism. The Board may also require medical verification of fitness for duty in appropriate circumstances, such as upon return from medical leave. Requirements of this provision apply regardless of whether the medical leave is paid or unpaid.

5. A. When teacher are absent, they shall provide in writing all lesson plans and other materials required by the principal for the duration of the absence in order to maintain curricular continuity through the substitute teacher. (The language in 5A. is intended to refer specifically to day-to-day absences as opposed to leaves of absences of any kind).

   B. With regard to maternity leave, FMLA, or any other extended leave of absence, the affected teacher will supply lesson plans for a maximum of two(2) weeks at the beginning of his/her leave. After this two(2) week period, it will be the responsibility of the permanent substitute to maintain proper lesson plans.

6. A teacher who has exhausted his/her remaining sick days, under the provisions, shall be placed on an unpaid leave of absence with the provision that he/she return to service as soon as physically and/or mentally able to perform all essential job duties, with reasonable accommodations as needed, as certified by his/her physician, said leave not to exceed one calendar year.

7. If unusual and unanticipated complications occur concerning the health of the teacher (or the object child, in the event of disability attributable to maternity), the Board may grant an unpaid leave of absence to the teacher subject to the conditions specified in Article XI, said application to be made within fourteen (14) calendar days from the onset of the health complication.

E. Sick Bank

To avoid having teachers who have days of pay withheld or docked due to absences created by the exhaustion of sick days and personal days when used in concert to combat an illness lasting more than 10 days.

Any unspent sick back days from the 2020-2021 school year will be exhausted first before any new days are requested. Staff, who wish to use the DEA Sick Bank, must fill out the DEA Sick Back Request Form and submit this to the DEA President. Each case will be decided on a case-by-case basis. The requesting Association member must be in good standing with the DEA and have successfully filled out the DEA Sick Bank Form and submit this form to the Association President for review by the DEA Sick Bank Committee with accompanying medical documentation.

This account would be available to members who are in good standing with the Dundee Education Association who have used all but five (5) of their sick days. Once all but the five (5) sick days are used, the member can request to draw from the DEA Sick Bank account. The member must have written medical verification specific to their condition, which is causing the absence. The Business Office will be responsible for record keeping and association leadership will have access to records upon request.

The DEA Sick Bank Committee will be comprised of the Association President and Association Vice President and the Superintendent. Once a request is received (See Exhibit A), the DEA Sick Bank committee will convene as soon as possible, and the Association President and Vice President will consult with the MEA Legal Counsel and the Superintendent will consult the District Legal Counsel. After these consultations, a collaborative meeting will be called where a majority vote will determine if the request to the DEA Sick Bank is granted.

The following are the possible scenarios:

Request Granted

1. Any unused sick bank days form the 2020-2021 school year would be used until exhausted.

2. If the 2020-2021 days are exhausted, then communication from the Association President will be sent to the membership requesting any teacher (association members in good standing) who have accumulated thirty (30) days of sick leave is available to voluntarily donate up to four (4) sick days to this individual request.

3. Any request that is granted may be given two additional days on top of the request so ensure there are "extra" days for this employee, so they do not have to come back to the DEA Sick Bank Committee to request more beyond what they need.

4. Once the request is fulfilled, any unused donated sick bank days will be placed into a bank that will be used for the next possible request. These days need to be exhausted to initiate a new association member's request.

Request Denied

1. The request after consultation with legal counsel's advice will not be honored for the reasons they advise. This would be communicated directly to the Association member making the request by the Association President in writing or email and provide the reasons for denial.

2. After three requests in three years' time, this request would be denied. Options and alternatives will be provided to the requesting Association member that could/would help in allowing this member to pursue instead of requesting days through the sick bank.

   Forms: See Exhibit A and Exhibit B

   A District provided form will allow members to voluntarily donate up to four (4) sick days to the sick bank account on an individual basis.

   A District provided form will allow members to request, with medical documentation, the use of days from the sick bank account.

   If the Association member's absence exceeds twelve (12) weeks, Board approval must be granted per established Board Policies.

F. In order to encourage exemplary attendance, unnecessary utilization of sick/personal business/comp time leave, the Board shall do the following for those teachers who use up to two (2) days per semester sick/personal business/comp time leave, in the preceding school year:

1. In the last paycheck of June, the sum of $100.00 will be added to the regular amount, and the exemplary regular attendance will be appropriately publicized.

2. The teacher will be granted one (I) additional personal day for use at the teacher's discretion provided the building principal is notified at least two (2) days in advance of use. (Exceptions may be made by the building principal in cases of emergency). This day may be used to extend vacations or holiday periods, but not during parent/teacher conferences or on exam days. The day may accumulate from year to year up to a maximum of three days or may be cashed in at the end of the school year at the teacher's daily rate of pay at the time when the teacher earned the day by not using sick leave. (The school year -preceding its award, i.e., if a teacher uses no sick leave in 2002-03, at the beginning of 2003-04, he/she is credited with an additional personal business day for use in 2003-04. The cash value of the day is the daily rate in 2002-03).

Article X

Leaves of Absence

A. Leave of absence with pay chargeable against sick leave but not accumulative shall be granted for the following reasons:

1. Sick leave may be used in a school year for a critical illness in the teacher's immediate family or the teacher's spouse's immediate family. "Immediate family" shall include grandparents, parents, spouses, children, grandchildren, sisters, and brothers. It is expressly understood that this provision shall not apply to normal illness, medical appointments, and other illnesses, which are not of a critical nature. The determination of whether an absence is due to a critical illness shall rest with the building principal.

2. Teachers shall be paid for appearing before administrative bodies or courts only if subpoenaed. However, a subpoenaed teacher shall not be paid to attend a criminal proceeding in which he or she is a party or to attend a civil proceeding or other action against the District in which the teacher is a party.

3. Personal leave shall be allowed as follows:

   Five (5) personal days/year, upon forty-eight (48) hours advance notice (except in case of an emergency upon approval of the principal), at the discretion of the teacher, excluding the first and last day of school, exam days, parent-teacher conference days, teacher in-service days and the day immediately before or after a holiday or vacation period.

   Restriction can be made by the principal if more than three (3) teachers in a building or nine (9) teachers district-wide request personal days on the same day.

B. Leaves of absence with pay not chargeable against sick leave shall be granted for the following reasons:

1. Up to five (5) days of leave of absence with pay, not chargeable to sick leave, may be used in a school year for bereavement and attendance of funerals in the immediate family as defined in Al above. One day of the five bereavement days may be used as a general bereavement day.

2. Any association member called for jury duty shall be paid his/her regular full salary and the amount of money he/she shall receive for jury duty shall be deducted from his/her regular paycheck. It is further understood that mileage pay shall be retained by the employee.

3. Each teacher may be allowed on prior approval of building principal and/or Superintendent attendance at conferences, clinics, or approved visitations to other schools at Board expense. It is expressly understood that approval is for attendance at the discretion of the building principal and/or the Superintendent of Schools. In cases where the teacher elects but is not directed to attend, the expenses may be limited or denied.

C. Any teacher granted a leave of absence under any provision hereafter contained in this article shall notify the Superintendent in writing at least 60 days prior to the termination date of his/her intent to return or resign. Leaves of absence without pay not to exceed one year may be granted with prior Board approval for the following purpose:

1. Study related to the assignment of the teacher.
2. Study to meet eligibility requirements for a certificate other than the one held by the teacher.
3. Study, research, or special teaching assignment involving probable advantage to the school system.
4. Childcare, Spousal Care, Parental Care

   Medical leaves of absence may be used for the following reasons:

   1. The birth of the employee's son or daughter, and to care for the newborn child;
   2. The placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child.
   3. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
   4. Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.

      In order for the above language to apply and the employee to use accumulated sick time, the individual in need of care must be under a doctor's supervision. In the event the employee does not have sufficient sick days, to cover all or any of the sick leave, their leave rights remain intact, but such a leave would be without pay. Benefits, such as health insurance coverage, continue for the first twelve (12) weeks of unpaid leave provided the employee qualifies under the provisions of the Family Medical Leave Act (FMLA).

Health insurance benefits are maintained whenever an employee is on an approved paid leave of absence.

Upon return from approved leave, a teacher will be assigned to the same position, if possible, or to a position for which he/she is certified and qualified and at the same salary step as when the leave was taken. The year limitation may be extended at the discretion of the Board.

D. Unpaid Disability Leave

Teachers who anticipate disability have the option of choosing unpaid leave of absence status or utilizing accumulated sick leave under the provisions of Article X.

Teachers who anticipate disability and elect to apply for unpaid sick leave are subject to the following provisions:

1. In order to provide for continuity in the classroom between pupil and teacher, the teacher shall submit a written request for unpaid disability leave to the Board of Education at least 60 days prior to the expected onset of the disability so that necessary arrangements can be made to procure the teacher's replacement.

2. Requests for unpaid disability leave shall specify the beginning date of the leave, be accompanied by a physician's statement that there is no medical reason why the teacher cannot continue to perform services until the beginning date of the leave, and a statement by the administration that the date requested by the teacher will not unduly interrupt the pupil-teacher continuity. As nearly as possible, the beginning date of the leave of absence should conform to the beginning or ending of a marking period, semester, trimester, or school year.

3. The district reserves the right to request medical verification regarding the disability itself and the teacher's continued ability to perform his/her essential job responsibilities, reasonable accommodations as needed, prior to the taking of the leave. A second medical opinion may be required by the Board, at Board expense, from another physician selected by the teacher or his/her physician and approved by the Board.

4. Once the beginning date has been approved by the Board, it shall not thereafter be changed, except in cases of emergency to be determined on an individual basis.

5. The teacher shall be eligible to return from unpaid leave upon filing a physician's statement that he/she is physically fit for full-time employment. The teacher may request a prospective termination date of the leave of absence at the time of request for the leave.

6. Unpaid leave will be granted without pay, without experience credit, without sick leave accumulation, and without other benefits. Upon return from unpaid leave, the teacher shall be restored to his/her same position on the salary schedule as when he/she left and be entitled to other accrued benefits prior to said leave. Accrued experience credit in the amount of one-half year would be allowed upon the completion of one (l) semester/trimester.

E. An adoption leave without pay not to exceed one year may be granted with prior Board approval, renewable for up to one year at the discretion of the Board. Upon return from the leave, a teacher shall be assigned to the same position if possible, or to a position for which he/she is certified and qualified and at the same salary step as when the leave was taken.

F. Sick leave exceeding that for which sick leave days have been accumulated may be granted without pay upon written request for such leave when the contract teacher presents to the Board of Education written certification from a medical doctor that extended sick leave is necessary. Said leave may extend up to the balance of the school year and may be renewable at the discretion of the Board. Upon return from leave, a teacher will be assigned to the same position, if possible, or to a position for which he/she is certified and qualified and at the same salary step as when the leave was taken. In order to qualify for return, the teacher must present himself/herself for duty at the beginning of the school attendance year occurring not more than one year from the granting of the leave. See Tenure Act, Article V., Sec. 2.

G. The Board may grant, at its discretion, a leave of absence not to exceed one year without pay to teachers who are required by their position as members of any school, political, religious, or labor association, or are appointed to its staff, for the purpose of performing duties for said association. Upon return from such leave, a teacher will be assigned to the same position, if possible, or to a position for which he/she is certified and qualified and at the same salary step as when the leave was taken.

H. Military leave of absence shall be governed by applicable State and Federal law.

Article XI

Protection of Teachers

A. Teachers shall exercise care with respect to the safety of pupils and property but shall not be individually liable.

B. Any case of assault by a student upon a teacher shall be reported by the teacher or the Association to the Board within five (5) school days or the right to legal support by the Board shall be waived. After review of the report and any independent investigation it may make, the Board shall first determine whether the teacher has acted in good faith to carry out its policy and inform the teacher within five (5) school days of the reporting date of the incident. If the Board determines that the teacher has properly acted in good faith to carry out its policy, it shall provide an attorney at its own expense to discuss with the teacher his/her rights and obligations concerning the incident. This obligation shall not extend to trial preparation. The following letter of intent will serve to clarify the preceding sentence: While the Board's obligation to the teacher shall not include the necessity of trial preparation, it may in its own discretion carry the expense of a trial thereafter. It is the policy of the Board of Education to back teachers in student discipline matters where the teachers use reasonable judgment in handling behavior problems.

C. A teacher involved in an assault as specified in B shall not be charged with time away from the job, which arose as a result of the assault, provided the Board determines the teacher has properly acted within the scope of its policy.

D. Subject to the restrictions contained in MCLA 423.505, Section 5 of the Bullard-Plawecki Employee Right to Know Act, Michigan Public Act 397 of 1978 an employee shall have the right upon written request to review the contents of his/her personnel file (excluding initial references) and to have a representative of the Association accompany him/her in such review. Such reviews shall not exceed twice during any single calendar year and shall not be held during the employee's regular duty hours unless expressly authorized by the building principal. An appointment shall be granted within two business days of initial notification to accommodate such a review.

   Whenever new, substantive material including but not limited to student, parental, or school personnel complaints, which are determined by the administration to be valid, are placed in an employee's personnel file, the employee shall be provided an opportunity to review the material so included within two (2) school days of its inclusion. The employee may submit a written notation regarding any material, including complaints, (subject to the restrictions contained in MCLA 423.505, Section 5 of the Bullard-Plawecki Employee Right to Know Act, Michigan Public Act 397 of 1978) and the same shall be attached to the file copy of the material in question. After reviewing material to be placed in an employee's file, the affected employee shall sign

said material and said signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of said material. If the employee shall refuse to sign the material the administrator may send a copy of same to the designated representative of the Association who shall sign same and specifically acknowledge in writing that a copy was served on the employee and that the employee refused to sign same.

E. Board has a statutory obligation to comply with all requirements of the Open Meeting Act, Public Act 267 of 1976.

F. Academic freedom, subject to Board policy and accepted standards of professional responsibility, will be guaranteed to bargaining unit members.

Article XII

Negotiation Procedures

A. No later than March prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

B. In any negotiations described in this article, neither party shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement within twenty-four (24) hours.

   There shall be no less than three (3) signed copies for the purpose of record; one retained by the Board, one by the Association, and one by the Superintendent.

C. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

D. Therefore, the Board and the Association, for the life of this Agreement, agree the other shall not be obligated to bargain collectively with respect to any subject or matter covered in this Agreement. Matters of common concern may be subject to negotiations during the period of this Agreement upon request and mutual agreement of both parties.

E. Any amendment or agreement supplemented hereto shall not be binding upon either party unless executed in writing and signed by both parties.

Article XIII

Grievance Procedure

A. A grievance shall be an alleged violation or misapplication of the expressed terms of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

1. The termination of services of or failure to re-employ any probationary teacher.
2. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
3. Any Dispute regarding the failure to employ or re-employ a teacher in an extra-duty/extra-pay position.

B. The Association shall designate eight (8) representatives to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.

C. The term "days", as used herein, shall mean days in which school is in session.

D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants and the Association.
2. It shall contain a synopsis of the facts giving rise to the alleged violation.
3. It shall cite the section or subsections of this contract or the written Board policy alleged to have been violated.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. **Level One** — A teacher believing himself/herself wronged by an alleged violation of the express provisions of this contract or written Board policy shall (within Ten [10]) days of its alleged occurrence) with an Association representative orally discuss the grievance with the building principal (or his designated representative) in an attempt to resolve same. If no resolution is

obtained within five (5) days of the discussion, the teacher shall reduce the grievance to writing and resubmit same to the building principal within five (5) days of the discussion. The principal shall respond in writing within five (5) days of receiving the written grievance. Thereafter, if the resolution by the principal is unsatisfactory, the teacher shall proceed to Level Two within five (5) days of receipt of the principal's written response to the grievance. If the alleged occurrence happens after the beginning of the school year, but prior to October 15, the teacher shall have fifteen (15) school days from the date in which they first became aware, to initiate the action.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in the Superintendent's office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, either side may request, in writing to the other, that the matter be submitted to non-binding mediation with the Michigan Employment Relations Commission. Such request for mediation must be made no more than ten (10) days after the delivery of the Level Two formal disposition. For mediation to occur, the mediation must be agreed to in writing by the other party not more than ten (I O) days following receipt of the request. Mediation shall be considered Level Three.

Level Three — Mediation with the Board of Education

Level Four – Mediation with MERC or AAA, coordinated by the Board of Education who will hire a non-contracted, objective, mutually agreed upon, law firm, paid by the District.

Level Five - Individual teachers shall not have the right to process a grievance at Level Five.

1. If the Association is not satisfied with the disposition of the grievance at mediation or if the parties do not agree to avail themselves of the services of a mediator, the Association may, within ten (I O) days after the request in writing the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected by the American

Arbitration Association in accordance with its rules. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

2. In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.

3. Notwithstanding the foregoing, the arbitrator shall not have the power to add or modify, alter or amend, or subtract from the terms of this agreement. He/she shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he/she question the reasonableness of Board policy, nor annual assignments of extra duties for extra pay outlined in Schedule A.

   If any grievance award shall include back pay, said award shall not extend more than thirty (30) days prior to the date of the Level One conference.

4. Grievance of similar nature may be consolidated to expedite the grievance process for all parties.

5. The costs of arbitration shall be paid equally by the parties except each party shall assume its own cost for representation.

F. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.

G. The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers without his/her or their express approval in writing thereon. The Association shall have the right to withhold its signature at any level thereby stopping the processing of the grievance thereafter. It is expressly understood that the Association shall have the right to be present at the adjustment of a grievance at any level. The Board or its designated representatives shall inform the Association Grievance Committee Chairman or his/her designated representative prior to the time of any adjustment.

H. All preparation, filing, presentation, or consideration of grievances shall be held at times, other than when a teacher or a participating Association

representative are to be at their assigned duty stations except upon mutual agreement.

1. In the event a grievance is filed after May 5 of any year of this contract and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process the grievance prior to the end of the school year or as soon thereafter as possible. After the end of the school year, "days when a school is in session" as referred to in Paragraph C of this article, shall be construed as "calendar days".

Article XIV

Continuity of Operations

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes, which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, cause, authorize, or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of a teacher from his/her position or stoppage of work or abstinence, in whole or in part, faithful and proper performance of the teachers' duties of employment) for any purpose whatsoever. Further, the Association will make every effort to carry out the above.

Article XV

Miscellaneous Provisions

A. Teachers shall use the system provided by the Monroe County ISD to call in unavailable for work. Teachers will call in as soon as possible to give the district ample time to find a substitute. If an absence is called in within an hour of the scheduled building start time, additional contact will be made with the building office. It is the responsibility of the district administration to arrange for a substitute.

B. The Association shall have the right to review such statistical information of the Board of Education as is available to the residents of the school district as provided by law.

C. The Association and its members shall have the same privilege to use school building facilities as any other group pursuant to written Board policy. A bulletin board shall be made available in each school building exclusively for teachers use. The Association shall have the right to use the teachers' mailboxes for distribution of Association materials.

D. This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association, and the employees in the bargaining unit, and in the event that any provision of this agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time limit provided for doing so such provision shall be void and inoperative; however, all other provisions of this agreement shall continue in effect.

E. The Board of Education reserves the right to require physical or psychiatric examination of any teacher when in their judgment such is necessary to determine ability of the teacher to perform their essential job functions with any necessary accommodations. Cost to be paid by the Board.

F. Letter of Intent: Not to be issued before April I, except when this date shall fall during or after spring vacation, the letter of intent may be issued immediately preceding the spring vacation.

G. On workdays immediately after the end or before the start of the school year, guidance counselors will be paid on a per diem basis, equal to their salary step for any days in excess of ten (10) days annually. Building principal and guidance counselors will agree on needed days.

DUNDEE COMMUNITY SCHOOLS

LETTER OF INTENT

I will be interested in a contract for _____

I will not be interested in a contract for _____

I am undecided _____

I have my Master's Degree _____

I expect to receive my Master's Degree this summer _____

I have completed 30 hours beyond my Master's Degree _____

I expect to complete 30 hours beyond my Master's Degree this summer _____

I will not change degree status for the upcoming year _____

Current teaching certificate expires _____

Subject and/or grade level

First Choice Subject Grade

_____ _____

Second Choice Subject Grade

_____ _____

I have the education and/or experience qualifications for the following positions and desire to be considered for these positions if they are now open or will be open in the future.

Signature:_____

Comments:

Article XVI

Staffing

A. New employees hired into the bargaining unit shall be considered as probationary employees as prescribed by the Michigan Teacher Tenure Act.

B. Seniority within the school system shall be determined by years of continuous service. Effective with the 2011-12 contract, teacher seniority shall be accrued at a rate equal to the portion of the school day spent in the classroom. Preparatory time is considered to be time in the classroom for purposes of seniority. For example, a full-time teacher will earn 1-year seniority for each year of full-time teaching. A half-time teacher will earn one half year seniority, etc. No teacher seniority will be earned for hours spent outside of the classroom. The employees' date of hire will be used to determine the seniority placement.

   Throughout this article, the terms "qualified" and "qualifications" when referring to a teacher shall mean highly qualified as defined by the ESSA and the Michigan Department of Education.

   The word "certification" as used in this Article shall be defined as a certificate issued by the Michigan Department of Education.

   In cases where teachers are hired in the same year, seniority will be granted on the basis of the date of hire, with the last person hired having the least seniority.

   Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Unpaid leaves of absence may not be used for the accumulation of seniority. Credit given for teaching experience in school districts other than the Dundee Community Schools shall not be considered for the purpose of accumulating seniority.

C. Any teacher who is granted tenure shall have seniority from the last date of hire.

D. The Board of Education shall prepare a seniority list and transmit a copy of same to the Association on or before the first day of October.

E. It shall be the responsibility of each employee to promptly check the seniority list. If any employee or the Association does not agree with the employee's length of teaching experience, the Superintendent shall be notified, in writing, of the alleged error within ten (10) days of the list's posting. If no challenges are made within the ten (10) day period, the seniority list shall be deemed to be accurate and shall thereafter be frozen until reposted.

Article XVII

Evaluations

It is understood that evaluations of all teachers within Dundee Community Schools are an administrative prerogative and a continuous and ongoing process. The parties recognize the importance and value of developing a procedure for assisting and evaluating teachers' progress.

Teacher Evaluations:

A. Each teacher will be formally evaluated annually using the "Teacher Evaluation tool" approved by the State of Michigan and the Dundee Board of Education.

B. The evaluation process will consist of at least two formal observations within a school year.

C. No formal observations will be held during the first ten (10) days of a new school year.

D. The administration will make a reasonable effort to work with the teacher to schedule a mutually agreeable date for a formal observation.
    a. The administration will communicate the need to schedule a formal observation to the teacher.
    b. Within ten (10) business days, the teacher will respond with at least three dates to be considered for the observation. Failure to respond may result in the administrator selecting a date independently. If the administrator chooses a date without the teacher's input, all efforts will be made to schedule the formal observation on a school day that runs a regular schedule.

E. Under the law, a teacher who receives three consecutive effective ratings (highly effective prior to July 1, 2024) may be evaluated every two or three years. This decision is at the sole discretion of the district administration.

F. Teachers will have the right to submit a rebuttal to their evaluation, which will be included in their personnel file and attached to the year-end evaluation.

Student Growth Requirement:

A. As the law requires, student growth data will account for 20% of the overall evaluation score, using 100% local data.
Truant students and students who enroll in the district after the first marking period: Scores of students who are considered truant in school or enroll in the district after the first semester will not be included in the student growth score for a teacher's evaluation, unless agreed upon by the administrator and teacher.

Article XVIII

School Calendar

A. Each year of the contract the Board of Education Negotiating Team will submit to the Association Negotiating Team a calendar proposal for the ensuing year by the first Monday in April. Agreement on the calendar for the ensuing year will be reached by the first Monday in May of the preceding school year or the Board shall have the right to set the school calendar for the ensuing school year, which may not thereafter be challenged. In the event the Board of Education sets the calendar; the Board shall not alter the schedule identified in Section B below.

B. Notwithstanding the foregoing, the Board shall have the right to expand the school calendar in order to achieve the minimum days of student instruction as required by law for the full payment of State Aid. On days when school is closed due to inclement weather, fire, epidemics, or health conditions as defined by city, county or state health authorities, teachers need not report to work.

   The School Calendar shall be based on the days/hours of instruction and teacher professional development days as required by State Law.

   ** If the State eliminates or alters the requirements for make-ups days during the extension of the contract, Dundee Schools will meet all requirements of the State of Michigan.

C. The Board has the right to schedule parent-teacher conferences and student exam days at its discretion as long as within the above limits.

D. Snow day make-up schedule will be developed on a meet and confer basis (Superintendent and Association leadership).

E. Additional make-up days will be scheduled on consecutive weekdays following the last scheduled day of student attendance as needed to achieve the minimum days/hours of student instruction for full state aid reimbursement.

Schedule A, Item 1a

Salary Scale

The following pay scale shall apply for the term of this contract. The incentive pay shall be $375 for an evaluation rating of effective or developing, to be paid by June 30 of that school year. Any Education Association Member achieving and maintaining the National Teacher Certification will be compensated an additional $2,500 per year.

2026/27				
STEPS		BA	MA	MA+30
	1	$45,600	$49,000	$52,100
	2	$47,478	$51,011	$54,048
	3	$49,450	$53,103	$56,058
	4	$51,496	$55,283	$58,164
	5	$53,626	$57,552	$60,339
	6	$55,844	$59,915	$62,597
	7	$58,153	$62,375	$64,940
	8	$60,556	$64,936	$67,369
	9*	$63,058	$67,601	$69,889
	10*	$65,662	$70,375	$72,503
	11*	$68,581	$73,365	$75,213
	12*	$71,070	$77,034	$78,570
	13*	-	$79,394	$80,980

If the ending fund balance for the 2025/2026 school year (Fall 2026 Audit) ends at equal to or greater than 18.98% the following stipend will be paid out:

Trigger 1: Ending fund balance of 18.98% (0.33% of stipend amount)
Trigger 2: Ending fund balance of 19.24% (0.67% of stipend amount)
Trigger 3: Ending fund balance of 19.50% or greater (full stipend amount)

BA				
STEPS		Trigger 1	Trigger 2	Trigger 3
	9*	$122	$244	$366
	10*	$312	$624	$935
	11*	$448	$897	$1,345
	12*	$465	$930	$1,394

MA				
STEPS		Trigger 1	Trigger 2	Trigger 3
	9*	$83	$166	$249
	10*	$289	$578	$867
	11*	$480	$960	$1,439
	12*	$503	$1,007	$1,511
	13*	$519	$1,038	$1,556

MA+30				
STEPS		Trigger 1	Trigger 2	Trigger 3
	10*	$54	$108	$161
	11*	$362	$724	$1,086
	12*	$514	$1,028	$1,541
	13*	$529	$1,058	$1,588

2027/28				
STEPS		BA	MA	MA+30
	1	$46,200	$49,600	$52,700
	2	$48,131	$51,668	$54,715
	3	$50,143	$53,823	$56,807
	4	$52,239	$56,067	$58,979
	5	$54,423	$58,405	$61,235
	6	$56,698	$60,841	$63,579
	7	$59,068	$63,378	$66,014
	8	$61,538	$66,020	$68,546
	9*	$64,110	$68,773	$71,177
	10*	$66,790	$71,641	$73,914
	11*	$69,795	$74,730	$76,761
	12*	$72,491	$78,521	$80,267
	13*	-	$80,982	$82,600

If the fund balance for the 2026/2027 school year (Fall 2027 Audit) ends at equal to or greater than 16.50%, the following stipend will be paid out:

Trigger 1: Ending fund balance of 16.50% (0.33% of stipend amount)
Trigger 2: Ending fund balance of 16.76% (0.67% of stipend amount)
Trigger 3: Ending fund balance of 17.02% or greater (full stipend amount)

BA				
STEPS		Trigger 1	Trigger 2	Trigger 3
	8*	$25	$50	$75
	9*	$199	$398	$597
	10*	$387	$774	$1,161
	11*	$527	$1,054	$1,581
	12*	$483	$966	$1,449

MA				
STEPS		Trigger 1	Trigger 2	Trigger 3
	9*	$149	$298	$447
	10*	$351	$702	$1,053
	11*	$70	$140	$210
	12*	$35	$60	$103
	13*	$540	$1,080	$1,620

MA+30				
STEPS		Trigger 1	Trigger 2	Trigger 3
	10*	$69	$138	$207
	11*	$363	$726	$1,089
	12*	$489	$978	$1,469
	13*	$551	$1,102	$1,653

Schedule A, Item 1b

Calculating Faculty Pay for Those Who Teach More Than Full-Time

For bargaining unit members that teach more than full-time, the following distributions will serve as examples of schedules that constitute full-time:

Defined by each school's daily schedule.

Faculty members who exceed these full-time schedules with any combination will be paid 15% of their current salary for an extra period in the middle school and 20% of their current salary for an extra period in the high school.

If a teacher agrees to miss part of their lunch to teach an extra class, that time will be compensated with compensatory time or will be reimbursed for each hour accrued at their per diem rate.

Schedule A, Item 1c

Teaching Part-Time

Any employee, who teaches part-time, will be compensated for each class taught. The pay will be based on the number of classes taught in a full day. If four classes are taught in a day and the part time employee teaches two, the part time employee will receive two fourths (fifty percent) of their step pay. Steps will advance yearly. The same ratio applies to the amount of all benefits paid for by the school and the fraction of a class period part-time teachers will have as a prep period each day. A teacher teaching one half schedule, will earn one half (fifty percent) of their step pay, fifty percent of sick time, have fifty percent of a class period for preparation, and have fifty percent of benefits or in lieu paid. Part-time teachers will attend parent-teacher conferences. Part-time teachers will attend staff meetings if the meeting is immediately preceding or following his/her schedule. Part-time teachers will attend professional development sessions when there are guest presenters. Exceptions to the conferences, meetings, and professional development can be made by the building principal. Longevity will be accrued according to continuous length of employment regardless of full-time or part-time status.

If a teacher is shared between the high school and middle school, they will be allowed 15 minutes travel time each trip. That time will be reimbursed for each hour accrued at their per diem rate.

Schedule A, Item 1d

Insurance

A. The Board will pay for single, employee and spouse (or child), fully family dependent insurance for MESSA Choices II or substantially equivalent for which employee is eligible, during the life of this agreement. Continuing from the change in 1998, the exclusion clause for abortion-related services is amended in the MESSA booklet.

   2014-2018 MESSA Choices II or equivalent insurance with $10/$40 prescription card, a $500/$1,000 deductible in which $200/400 to be reimbursed by the employer. (See Attached Plan descriptions for additional details under section Schedule A, Item 8). The deductible shall be reimbursed to members using the Explanation of Benefits (EOB) with the medical information blocked out. The district shall affect the reimbursement within 60 days of submission.

   The membership will pay 20% pre-tax contribution, per the State of Michigan and to be deducted biweekly toward their personal annual health premiums. It is further understood by the district that if the State of Michigan mandates that a percentage of health insurance be paid by employees, that this contribution shall be credited toward the state mandated contribution requirements and not act as an additional contribution on top of the state mandated contribution requirement.

   The Board will also provide a vision care program substantially equivalent to MESSA VSP-1 for those taking the Health Care Benefits.

B. The Board will pay for a $20,000 term life insurance with AD&D with a carrier to be named by the Board.

C. The Board will provide for a long-term disability insurance policy for each employee, which shall contain at least the following, the benefits:

   After 90 (90) consecutive calendar days of incapacity or the exhaustion of sick leave, whichever, is greater, the employee will receive up to 60% of his/her monthly contractual salary exclusive of bonuses and/or overtime up to a maximum of $3,000 a month. The Board shall be free to determine the carrier so long as the above benefits are present.

   - The Board will provide for a dental program for all employees, which shall be substantially equivalent to Delta Dental Plan C. Coverage will include

up to full family including sponsored dependents. The District will increase Dental Coverage to 80% and $1,500.

D. For those employees not electing to participate in health care coverage in paragraph A, the Board will provide both an additional $40,000 term life as provided in paragraph B, a vision care program substantially equivalent to MESSA VSP-3 for the employee's family, an orthodontic rider (50/50/50 maximum $1,000), and a $500 per month annuity program with a carrier to be named by the Board or a monthly in lieu payment of $500 Single /$600 Double /$750 Family paid directly to the teacher.

E. The foregoing benefits will be prorated for part-time teachers under contract with the Board, provided the hours worked permit the teacher to be eligible for coverage under the policies. Proration will be based upon full-time teaching, thus a teacher who works only two-thirds (2/3) time will have two-thirds (2/3) of the premium paid by the Board and be required to pay one-third (1/3) of the premium through payroll deduction in order to receive the benefit.

F. Each school year, the District will conduct a review of the Health Care Coverage where the President and Vice-President of the Dundee Education Association will meet with the Superintendent and the Chief Financial Officer to investigate the best plan options.

Schedule A, Item 1e

Longevity Pay

Longevity pay in the amount of $600 will be paid to each teacher beginning with the 12 year of continuous service with the Dundee Community Schools and continuing in like amounts every three years thereafter through the 27th year. A leave of absence granted by the Board shall not constitute and interruption of service, but the time on leave shall not be counted as service time.

Year	Amount
12	$ 600
13	$ 600
14	$ 600
15	$ 1,200
16	$ 1,200
17	$ 1,200
18	$ 1,800
19	$ 1,800
20	$ 1,800
21	$ 2,400
22	$ 2,400
23	$ 2,400
24	$ 3,000
25	$ 3,000
26	$ 3,000
27	$ 3,600

Schedule A, Item 1f

Retirement

The Board will pay all basic state retirement contributions as well as federal employer contributions on all salary and wages, which are included in the teachers' payroll.

Schedule A, Item 1g

Salary Reduction Plan

The Board will implement an approved Section 125 Plan.

Schedule A, Item 1h

Mileage

Pre-approved mileage will be reimbursed at the current rate set by the IRS each year in December. All receipts/requests must be submitted within five school days.

Schedule A, Item 1i

Union Dues

A. Upon full, free, and written consent, a staff member may elect to pay Association membership dues and/or fees pursuant payroll deductions. The employee's authorizations is voluntary and not a condition of employment. The authorization form for payroll deduction shall be signed by the employee requesting the payroll deduction and set forth amount to be deducted each pay period.

B. The employee may revoke payroll dues deduction at any time by submitting a written request to cease payroll dues deduction to the District's payroll department.

C. The Board agrees to remit authorized employee payroll dues deductions to the Association and/or its designate, accompanied by a list of staff members for whom such deductions have been made on or by the last day of each month for that month's deductions.

D. Upon written authorization from the staff member, the Board shall deduct from the salary of any staff member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Education Association and Board.

E. The Education Association will protect and hold harmless the Board, its members, employees, agents and assigns from any or all claims, demands, suits, costs, and other forms of liability, including attorney's fees and unemployment compensation, by reason of action taken or not taken by the Board, its members, employees, agents, and assigns for the purpose of complying with the above-mentioned sections of this Article. Should this indemnification provision be declared unenforceable or void by a court of competent jurisdiction or should the Association or its agent challenge the validity or enforceability of this indemnification provision, the Board shall not be required to make deduction of any representation service fees or otherwise enforce the representation service fee provisions of this Article.

F. Enrollment must occur by the end of the first student day of the new school year.

Schedule A, Item 1j

Pay Dates

Effective July 1, 2024 the district is on a 24 pay schedule, meaning employees will be paid twice a month which is scheduled for the 10th and 25th of the month. Pay will be adjusted if those dates happen to fall on a weekend/holiday.

Schedule A, Item 2 Part A

Extra Duty Assignment Pay

Extra duty assignments will be paid on the following percentage based on the MA scale for each year of experience in the same extra duty assignment. Credit will be capped at Step #8

Extra Duty Assignment Rate	Amount
Teachers - Extra Instructional Hours	$40
Teachers - Service-related Hours	$40
Chaperones for Students	$30
Department/Grade Level/PLC Chairs	3%
Noon Supervisors	5%
Club Sponsors	2%
Yearbook Sponsor-High School	5%
Yearbook Sponsor-Elementary and Middle School	3%
NHS/Sponsor	2%
NJHS/Sponsor	1%
Junior andSenior Class Advisor	2%
Freshman and Sophomore Class Advisor	1%
Student Council Advisor	3%
Band Director - Middle School and High School	13%
Elementary Choral Director	4%
Middle School / High School Choral Director	8%
Play Director (full production) 2 per year	3%
Debate Team Coach	2%
Art Coordinator (1 per building) County Fair/Art Shows	2%
Art Club (1 Per building)	2%
School Improvement Chairperson	3%
Bus Duty	3%
Mentor	2%
Robotics	MDE Stipend Amount
Science Fair Coordinator	2%
FFA Advisor	8%
High School Diversity Club Advisor	2%
8th grade camp coordinator	3%
8the grade camp chaperone(s)	1%
Puerto Rico trip coordinator	3%
Project Close-up trip coordinator	3%

Schedule A, Item 2 Part B

Extra Duty Coaching Assignment Pay

Extra duty coaching assignments will be paid on the following percentage based on the BA-scale for non-DEA Members and MA for DEA Members for each year of experience in the same extra duty assignment. Credit will be capped at step #8. All coaching positions must be either internally or externally posted once a position becomes vacant.

Coaching positions contingent upon sufficient participation numbers

Sport	Percentage
FALL SPORTS	
CROSS COUNTRY	
Head Varsity	9%
Assistant Varsity	5%
Middle School Coach 1	6%
Middle School Coach 2	4%
FOOTBALL	
Head Varsity	14%
Head Junior Varsity / Assistant Coach 1	10%
Assistant Coach 1	9%
Assistant Coach 2	9%
Assistant Coach 3	9%
Assistant Coach 4	9%
Assistant Coach 5	9%
8th Grade Head	7%
7th Grade Head	7%
8th Grade Assistant	5%
7th Grade Assistant	5%
SOCCER (Boys)	
Head Varsity	9%
Assistant Varsity	6%
SWIM & DIVE (Girls)	
Head Varsity	12%
Assistant Coach 1	9%
Assistant Coach 2	6%
VOLLEYBALL	
Head Varsity	12%
Assistant Varsity	6%
Head Junior Varsity	9%
Middle School Coach 1	6%
Middle School Coach 2	6%
WEIGHT ROOM/CONDITIONING	
Coach	8%

Sport	Percentage
SPRING SPORTS	
BASEBALL	
Head Varsity	12%
Assistant Varsity	7%
Head Junior Varsity	10%
GOLF (Boys)	
Head Coach	6%
SOFTBALL	
Head Varsity	12%
Assistant Varsity	7%
Head Junior Varsity	10%
SOCCER (Girls)	
Head Varsity	9%
Assistant Varsity	6%
TRACK & FIELD	
Head Varsity	13%
Assistant Varsity 1	8%
Assistant Varsity 2	8%
Assistant Varsity 3	8%
Middle School 1	6%
Middle School 2	6%
Middle School 3	6%
Middle School 4	6%
WEIGHT ROOM/CONDITIONING	
Coach	8%

Sport	Percentage
WINTER SPORTS	
BASKETBALL (Boys)	
Head Varsity	12%
Assistant Varsity	6%
Head Junior Varsity	9%
8th Grade Head	6%
7th Grade Head	6%
BASKETBALL (Girls)	
Head Varsity	12%
Assistant Varsity	6%
Head Junior Varsity	9%
8th Grade Head	6%
7th Grade Head	6%
BOWLING (Boys/Girls)	
Head Varsity	6%
COMPETITIVE CHEER	
Head Varsity	12% (3% designated toward sideline cheer)
Assistant Varsity	6%
Middle School Head	8% (2% designated toward sideline cheer)
SWIM & DIVE (Boys)	
Head Varsity	12%
Assistant Coach 1	9%
Assistant Coach 2	6%
Middle School Head	7%
Middle School Varsity	5%
WRESTLING	
Head Varsity	13%
Assistant Coach	9%
Assistant Coach	9%
Middle School Coach	6%
Middle School Coach	6%
WEIGHT ROOM/CONDITIONING	
Coach	8%

Sport	Percentage
SUMMER SPORTS	
WEIGHT ROOM/CONDITIONING	
Coach	8%

Additionally: Any staff member who is currently working under the DEA contract and is currently (or has been) coaching in the 2025-2026 school year will continue to earn the percentage they have been IF the new contract agreement has a lower percentage.

Schedule A, Item 3

Meetings during school hours/Noon Supervision/Supplementary Contract

No meetings during school hours, except the Student Council, unless approved by the administration. Noon Supervision - In the event there are no volunteer teachers, lay people will be hired if possible. Supplementary contracts will be issued for all extra services, which do not appear on the teacher's individual contract.

Schedule A, Item 4

Compensation for teachers used during conference period

Teachers shall be paid at the Teachers Extra Instructional Hours rate as shown in Schedule A, Item 2, Extra Duty Assignment Schedule, for actual time assigned for each conference period they are used as substitute teachers. All substitute pay in this paragraph shall be paid no later than at the end of each marking period/trimester.

Teachers shall be paid at the Teachers Service-Related Hours rate as shown in Schedule A, Item 2 Part A, Extra Duty Assignment Schedule for meetings assigned during the teacher's conference period. Pay will be assigned as follows:

a. Attendance 0-49% of prep time will receive 50% of the Teachers Service-Related Hours rate as shown in Schedule A, Item 2 Part A.
b. Attendance 50-100% of prep time will receive 100% of the Teachers Service-Related Hours rate as shown in Schedule A, Item 2 Part A.

All service-related pay paperwork in this paragraph shall be completed by "check out" and paid by the last paycheck in June.

Schedule A, Item 4b

Compensation for Parent/Teacher Conferences, Curriculum Nights, and Community and/or Family engagement events

For the 2023-2024 school year only, teachers will be compensated for events they are required to attend outside of the contractual workday. These events may include, but are not limited to, attendance at parent teacher conferences and curriculum nights. The number of hours required for these events should not exceed ten (10) hours total per school year and will be compensated in the form of two (2) duty free days off. If the district would like teachers to surpass the ten (10) hour limit, teachers will only be expected to attend on a voluntary basis and be compensated according to SCHEDULE A, ITEM 2, Extra Duty Assignment Pay

Schedule A, Item 5

Credit for Prior Teaching Experience

Credit for prior teaching experience in the subject area up to and including five (5) years will be granted to those teachers newly employed. Upon board approval, the DEA will be notified of the step the teacher will be starting on as well as any experience the hired teacher may have.

Schedule A, Item 6

In-service Training Program

The Board of Education will pay $100.00 per semester hour for credit earned after employment at the Dundee Community Schools. Payment of hours shall not exceed 9 hours per year and subject to the following:

1. Reimbursement will be made in October following completion of work to a teacher employed at that date. Evidence of successful completion of hours qualifying under this reimbursement must be presented to the Superintendent on or before October 1st of the year of completion in order to receive reimbursement.
2. Reimbursement will be limited to courses, which pertain to the teaching assignment of the teacher.
3. Teachers returning from leave will be eligible for payment of semester hours while that teacher was on board approved leave. Payment of hours will not exceed 9 semester hours.

Duration of Agreement

This Agreement shall be effective as September 1, 2026, and continue in effect for two years until 11:59 P.M. on the 30th day of June 2028. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By: _____
Christian Freshour, President

By: _____
Tara McKenzie, Secretary

By: _____
Scott Leach, Superintendent

EDUCATION ASSOCIATION

By: _____ 8/25/26
Jay Haselschwerdt, President, Chief Negotiator

By: _____ 8/10/26
Lesley Ioccangeli, Secretary/Vice-President