PROFESSIONAL AGREEMENT

between the

SHIAWASSEE COUNTY EDUCATION ASSOCIATION
and its affiliate, the
DURAND EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION
OF THE DURAND AREA SCHOOLS

CONTRACT YEARS

2024-2025
2025-2026
2026-2027

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AGREEMENT

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SHIAWASSEE COUNTY EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF THE DURAND AREA SCHOOLS

This Professional Agreement entered into by and between the Board of Education of the Durand Area Schools, Durand, Michigan, hereinafter called the "Board", and the Shiawassee County Education Association and its affiliate, the Durand Education Association, MEA/NEA, hereinafter called the "Association".

PREAMBLE

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

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

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

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

ARTICLE I - RECOGNITION

A. The term “Board”, when used in this agreement, shall refer to the Board of Education of the Durand Area Schools, and where appropriate, its administration.

B. The Board recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 336 of the Public Acts of 1947, as amended, for the following certified personnel under contract to the Durand Area Schools: teachers, guidance counselors, librarians, psychologists and social workers. Any person employed in the same certified position for more than sixty (60) continuous work days shall be a member of the Association and granted all rights of the Master Agreement. (The sixty (60) continuous work day requirement may be extended, by mutual consent, for reasons of financial need, certification and/or a teacher on leave.)

C. Supervisory and executive personnel (including teaching principals), athletic director, office and clerical employees and all other employees of the Durand Area Schools are excluded from the bargaining unit.

D. The term "teacher", when used in this agreement, shall refer to all employees represented by the Association in the Durand Area Schools.

E. The term "secondary" shall include middle school/junior high school and high school staffs.

F. Employees not regulated by the Tenure Act (i.e. social workers) will serve a probationary period of the same length as new teachers under the Tenure Act, and shall be referred herein as “Professional Staff.”

ARTICLE II - MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the school system and its properties, facilities, and employees.

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

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

4. To adopt rules and regulations;

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

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

7. To determine all financial and educational policies;

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

9. To require a teacher to undergo a medical or fitness for duty examination if there are behaviors which suggest that the teacher may not be mentally or physically able to perform the essential functions of his/her assignment.

B. The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, practices, and the use of judgment and discretion, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and the laws of the State of Michigan and the United States.

ARTICLE III - ASSOCIATION RIGHTS

A. Nothing in this agreement shall deny or restrict any individual rights provided under Michigan or United States Law.

B. The Association and its members shall have the right to use school building facilities for meetings as provided by Board Policy. The Association shall have the right to communicate with bargaining unit members through the use of designated bulletin boards and by having access to bargaining unit members' mail boxes. The Association shall also have the right to use established communication media, including electronic resources, to conduct clerical communications (reminders, etc.), so long as such use does not violate the law or interfere with the District's ability to access E-rate discounts.

C. The Board to provide notice to the association of any hires, resignations, terminations, or retirements within seven (7) days of board approval.

ARTICLE IV - SCHOOL IMPROVEMENT

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

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

ARTICLE V – PROFESSIONAL DEVELOPMENT

A. The Board will budget sufficient funds for professional development. Individual teachers may request professional development funds to be used for conferences, workshops or other educational activities which meet the district's goals or professional development needs of the teacher. Each staff member shall be given consideration for professional development.

B. Requests for attendance at professional development programs for individual teachers shall be made to the building principal no less than five (5) days prior to the date of the program.

C. Requests for attendance at professional development programs by an individual teacher that are denied by the building principal may be appealed to the superintendent for a final decision.

D. The District agrees to provide training, at its expense, for members of the bargaining unit who wish to acquire necessary skills to use the required District's electronic resources.

E. On days designated for professional development teachers will be permitted to have a minimum of one (1) hour duty free unpaid lunch.

F. The administration will provide written documentation of professional development dates, times, and topics for all state required professional development provided by the District no later than May 31.

ARTICLE VI - ASSIGNMENTS

A. The normal weekly teaching load for secondary teachers will be thirty (30) teaching periods and five (5) planning periods.

Elementary planning will be a minimum of forty-five (45) minute blocks during each instructional day. Teachers of art, music, physical education, language, counseling and electronic media shall be scheduled planning periods, exclusive of lunch period and driving time, equivalent to those of elementary classroom teachers.

Planning periods shall be devoted, but not limited to, activities such as preparing assignments for class work, conducting parent-teacher conferences, telephoning parents about their child's academic and social progress, and conducting other general school business. Planning periods shall not be used regularly for meetings unless mutually agreed upon by the administration and the teacher(s).

Elementary teachers will not be regularly assigned to bus duty.

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

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

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

Secondary high school and middle school traveling teachers (Grades 5-12) assigned more than four (4) preparations in any semester shall be compensated at the Extra Duty pay rate of one (1) hour per extra preparation per school day. Specials teachers (defined as Art, Band, Vocal Music, Industrial Arts, and P.E.) shall be excluded from the extra prep period pay contained within this article.

Co-taught classroom assignments for special education teachers shall not be considered for extra preparation compensation.

ARTICLE VII - TEACHING CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K. Teachers set an example in dress and grooming for their students to follow. A teacher who understands this precept and adheres to it enlarges the importance of his/her task, presents an image of dignity, and encourages respect for authority. These factors act in a positive manner toward the maintenance of discipline.

When assigned to District duty, all teachers shall:

1. Be physically clean, neat, and well groomed;

2. Dress in a manner consistent with their professional responsibilities (slacks, skirts, or dresses in traditional classroom settings, with the exception of P.E.);

3. Dress in a manner that communicates to students a pride in personal appearance;

4. Dress in a manner that does not cause damage to District property;

5. Be groomed in such a way that their hair style or dress does not disrupt the educational process nor cause a health or safety hazard.

ARTICLE VIII - TEACHING HOURS

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

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

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

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

C. In the event the amount of student instructional time required by the State of Michigan is not being achieved for full state funding, the instructional time, passing time, lunch period lengths, etc., will be considered for adjustment first, prior to extending the overall length of the teacher work day.

D. If school is cancelled or delayed for reasons beyond the control of school authorities, such as hazardous or inclement weather conditions and mechanical malfunctions, the days or time lost may be rescheduled and made up at the end of the school year or at such times as may be mutually agreed upon by the Board and the Association. Teachers shall not be entitled to additional salary or compensation for working the rescheduled days or time.

E. If school is cancelled or delayed for reasons beyond the control of school authorities, such as hazardous or inclement weather conditions or mechanical malfunctions, teachers will not be required to report unless mutually agreed upon by the Superintendent and the Association.

ARTICLE IX - DEPARTMENT CHAIRPERSONS

A. Department Chairs will be selected by teachers of the department. If no chairperson is selected by the teachers of the department, the building principal will select the chairperson.

B. Failure to perform the responsibilities as Department Chairperson will result in no compensation under Schedule B.

C. **<u>High School Department Chairs/Interventionist</u>**

1. English
2. Science
3. Math
4. Social Studies/Foreign Language
5. Special Ed/Counseling/Title
6. Electives

<u>Middle School Department Chairs/Interventionist</u>

1. English
2. Science
3. Math
4. Social Studies
5. Electives/Title

<u>Elementary Grade Level Leaders/Interventionist</u>

1. Kindergarten
2. 1st Grade
3. 2nd Grade
4. 3rd Grade
5. 4th Grade
6. 5th Grade
7. Special Ed/Specials/Title

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

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

1. Curriculum

a. Involvement in the coordination of the K-12 curriculum
b. Involvement in the development of the K-12 scope and sequence
c. Review of current programs

d. Revision of current programs
e. New proposals
f. Accreditation of schools
g. Outcome-based results
h. Course descriptions
i. Goals and objectives

2. Allocation of Resources

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

3. Scheduling

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

ARTICLE X - MENTORING

A. Pursuant to Section 1526 of the Michigan School Code, for the first three (3) years of employment as a classroom teacher, a new teacher will be assigned one or more mentors.

B. Requests for release from the mentor assignment or for change in mentors will be directed to the superintendent in writing, stating the reasons for the requested change.

C. The honorarium of $500 for mentor assignments will be paid for each of the first three (3) years. In the event the mentor is released from the assignment, the honorarium will be prorated accordingly.

D. The responsibilities of the mentor will be determined by the administration. The responsibilities will include, assisting the teacher in fulfilling the objectives of the teacher's Individual Development Plan and guidance in such areas as classroom management and instructional delivery.

E. The parties will strive to maintain confidentiality between mentor and probationary teacher unless otherwise controlled by contrary law.

ARTICLE XI - PROFSSIONAL STAFF RIGHTS AND DISCIPLINE

A. No Professional Staff shall be disciplined, reprimanded or reduced in compensation without just cause. Due Process shall apply in all cases of Professional Staff discipline.

B. Any disciplinary action taken against a Professional Staff shall be appropriate to the behavior which precipitated the disciplinary action, and all disciplinary action will be documented. In recognition of the concept of corrective discipline, the parties agree that:

1. Any incident which may require disciplinary action by an administrator shall be promptly brought to the attention of, and discussed with, the Professional Staff. The administrator shall keep a written record of the event and discussion with a copy given to the Professional Staff. This record shall not become part of the Professional Staff's personnel file unless disciplinary action is taken.

2. Professional Staff disciplinary problems of a minor nature such as; arriving late or leaving early without permission, missing deadlines in submitting forms, missing a meeting, etc.; within a twelve (12) month period, at least one (1) written warnings in conjunction with a similar offense followed by a written reprimand may be beneficial and may be employed by the district in correcting them.

3. More serious disciplinary problems such as; insubordination, substance abuse, gross misconduct, etc.; are not subject to the provisions of XI,B,2 above. Serious disciplinary problems may result in a written reprimand (without warnings), suspension with pay, administrative leave or other actions deemed appropriate.

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

D. The private and personal life of any Professional Staff is not within the concern of the Board unless the Professional Staff's actions reflect detrimentally on the school system.

E. Standardized achievement test results will not be used as the basis for issuing discipline. Since evaluations are non-disciplinary, this section shall not be construed as prohibiting such test results to be considered as a factor in a performance evaluation. This section does not apply to standardized testing violations.

F. Each Professional Staff shall have the right, upon request, to review the contents of all of his/her personnel files. The Professional Staff may request a representative of the Association to participate in the review.

Within two (2) work days after a Freedom of Information Act (FOIA) request, a Professional Staff shall be notified of the FOIA request for his/her personnel file or any information contained in the personnel file by an administrator. If the Professional Staff indicates that he/she will challenge whether the information must be disclosed under FOIA, the Board will take the maximum time permitted by FOIA before it responds to the FOIA request.

ARTICLE XII - PROTECTION OF TEACHERS

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

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

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

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

E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils, property, and electronic resources; but shall not be held individually liable by the Board for student misuse of District electronic resources and for any damage or loss to person or property except in the case of negligence or neglect of duty, as determined by the Board.

ARTICLE XIII - SENIORITY AND QUALIFICATIONS

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

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

ARTICLE XIV - VACANCIES

A. A vacancy shall be defined as a position which is unfilled because it is newly created, or because the individual who previously held the position has terminated his/her employment in the bargaining unit by resignation, retirement or death, or has transferred to another position either with or outside the bargaining unit.

B. Teachers shall file a Letter of Preference (Appendix A) yearly with the Superintendent on or before April 1 if a change in position or extracurricular assignment is desired.

ARTICLE XV - PROFESSIONAL STAFF EVALUATION

A. Professional Staff evaluations shall be in keeping with Section 1249 of the Revised School Code, MCL 380.1249.

ARTICLE XVI – PROFESSIONAL COMPENSATION

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

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

B. All teachers who substitute in another classroom during their preparation period, shall have a choice of one of the following options:

1. Pay compensation as listed in Schedule B.

2. One additional leave day for each seven (7) periods of substituting. All teachers shall be credited with time equal to that preparation time which is lost. Leave days earned under this provision are not accumulative. Any partial or full days earned during the last two (2) weeks of the school year or any days or hours carried into the last two (2) weeks of the school year shall be paid under option 1 above.

C. The Board may grant experience credit at its discretion at the time of hiring. Credit for experience within the Durand Area Schools will be allowed if a teacher should leave this system and return provided employment was not accepted elsewhere. With the exception of positions deemed critical by the Michigan Department of Education Educator Shortage Areas for Employment of Retirees, as well as band, and any positions which remain unfilled after 60 days of posting, the District will not grant experience credit until the Foundation Allowance exceeds Seven Thousand Three Hundred Dollars ($7,300) per pupil.

D. Should a teacher be hired after the first day of school, their salary will be pro-rated for that school year. At the beginning of the following school year, the teacher will be placed on the next full step, as applicable per negotiated contract.

E. The salary and benefits for part-time teachers working more than half-time will be prorated according to their schedule. Teachers working half-time will receive Plan B. Part-time teachers working less than half-time will not be eligible under the insurance provisions of this agreement.

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

F. Additional compensation shall be allowed for teachers contracted by the Board to perform extra-load assignments during the regular day for a full school year in the following areas: (1) for secondary school teachers accepting extra class assignments, the teacher will be compensated an additional prorated portion of the teacher's salary from Schedule A.

G. For coursework to count for purposes of lateral movement on the salary schedule from one column to the next, the following conditions must be satisfied: (1) the coursework must be taken from an accredited college or university; (2) the coursework must involve a subject offered or anticipated to be offered by the Durand Area Schools; (3) the coursework must be graduate coursework; and (4) the coursework must be taken after the degree to which the salary column pertains (i.e. BA or MA).

Any question about courses not covered in this statement should be approved prior to registration by the Superintendent or designee.

H. A transcript, grade report, or official letter from the registrar verifying the completed credits is required as evidence and must be presented to the Superintendent on the attached form (Appendix B) within two weeks of the beginning of the semester in which the increment is sought.

I. The Board may schedule optional professional development days. Attendance will be voluntary.

ARTICLE XVII - LEAVES

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

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

Teachers shall be allowed sixteen (16) leave days per school year. All unused leave days shall accumulate to one hundred twenty (120) days.

Any teacher who needs to utilize more than two (2) consecutive personal business leave days, shall discuss the reason with their principal.

Teachers will be required to provide a doctor's certificate of illness after three (3) consecutive sick days.

Improper use of leave days may lead to disciplinary action.

B. Family and Medical Leave Act (FMLA):
Notwithstanding any other provision of this agreement, the District reserves the right to exercise those rights afforded to it under the Family and Medical Leave Act and the rules adopted by the federal government for its implementation in assessing unpaid leave requests from eligible teachers. Refer to Notice of Employee Rights and Responsibilities posted on the District website.

Seniority shall continue to accrue during FMLA leave.

C. Paid Leaves Chargeable Against Leave Days:

1. Personal illness.
2. Family illness.
3. Personal Business – four (4) days per year.
4. Maternity Leave. Teachers may ask for days to be donated to cover the first 6-8 weeks of medically necessary maternity leave. Teachers can opt to use their self-accumulated banked sick days for the duration of FMLA (not to exceed 12 weeks).

D. Paid Leaves Not Chargeable Against Leave Days:

1. Funeral leave days shall be granted up to the following limitations:

a. Five (5) funeral leave days for a death in the immediate family: spouse, parent, parent-in-law, brother/sister, child/stepchild, grandchild.

b. Two (2) funeral leave days for a death of: brother/sister-in-law, son/daughter-in-law, grandparent, grandparent-in-law.

c. One (1) funeral leave day for a death in the non-immediate family: nephew/niece, aunt/uncle, first cousin, or a non-relative held in the same regard living in the household of the employee.

d. Up to one (1) funeral leave day shall be granted for serving as a pallbearer for a deceased employee during regular work hours.

e. The Association, regardless of union affiliation, shall be granted one (1) funeral leave day to attend the funeral of a deceased association member.

2. Court appearance as a witness in any case connected with the teacher's employment or the school, unless the suit is by the teacher or association against the district.

3. If a teacher is not excused from Jury Duty, the teacher shall be compensated for the difference between the normal salary and the compensation received from the court (less reimbursed expenses).

E. Unpaid Leave

A general leave of absence for up to one (1) year may be granted to a teacher. Application shall be made on the attached form (Appendix C).

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

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

Teachers on leaves of absence shall prearrange their return to duty with the Superintendent of Schools.

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

F. Association Leaves

The Board shall grant the Association twenty-two (22) teacher leave days per school year for Association business. Association leave days shall not accumulate and shall not be charged against members' leave days. The request for Association leave days is to be signed by the Association President. The Association will reimburse the district for substitute costs for the days used beyond twelve (12) with three (3) additional non-chargeable days for the president. Association time specifically requested by the Board or Superintendent shall not be charged against Association Days. These leave days shall be for the benefit of all, regardless of union affiliation.

G. Sick Leave Donation

Sick leave donation shall only be for cases of extended absences (ten (10) days or longer) caused by a medical, or family medical, condition. Teachers who choose to donate up to five (5) sick days to another employee shall do so voluntarily. No teacher shall be obligated. It shall be understood that each situation and /or person shall stand-alone. Donations will be kept confidential.

A teacher requesting a donation shall not be able to draw donated sick days until he/she has exhausted all but four (4) of his/her accumulated sick leave days. A teacher shall not be able to draw sick leave days beyond eligibility for Long Term Disability or Social Security. Teachers may donate sick leave days to any bargaining unit employee from either the same or any other bargaining or employee unit. In the event the number of sick leave days exceed the number of days necessary to meet the conditions outlined above it shall cause the "days" to be prorated of all donors and the residual amounts returned to the donor's accumulated sick leave. Any DEA member requesting a donation shall do so through the Association's Executive Board. The Executive Board shall bring the request to the attention of the District's employees. The attached form (Appendix E) shall be used for sick leave donations and returned to the Association's Executive Board. The completed Sick Leave Donation Form (Appendix E) shall be sent to the superintendent.

ARTICLE XVIII - NEGOTIATIONS

A. The cost of printing of this agreement shall be shared by the Association and the Board.

B. This agreement constitutes the sole and entire agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during its duration. Collective bargaining agreements shall not be modified either formally or informally except as waived by the Board and the Association. This contract is subject to amendment, alteration, additions or waiver only by a subsequent written agreement between the Association and the Board. If a previously prohibited or illegal subject of bargaining is deemed to be mandatory by a final unappealed decision of a court of competent jurisdiction, the Parties agree to meet and negotiate the mandatory subject.

C. Contract maintenance meetings will be held by representatives of the Board and the Association to review the administration of the contract, discuss matters of common concern, and to resolve problems.

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

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

E. If any provision of this contract is deemed invalid under Federal and/or State Law, said provision shall be modified to comply with the requirements of said Federal and/or State Law. All other provisions shall remain in full force and effect.

ARTICLE XIX – PROFFESIONAL STAFF LAYOFF/RECALL

A. Layoff/Recall, if any, of Professional Staff shall be in keeping with Section 1448 of the Revised School Code, MCL 380.1248.

ARTICLE XX - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be an alleged violation of the expressed terms of this agreement.

2. It is agreed that a grievance shall be deemed abandoned if the grievant(s) initiates an appeal under the Tenure Act. Likewise, grievances shall be deemed abandoned if the grievant(s) files a claim or complaint seeking the same remedial relief as stated in the grievance in any other forum established by law or by regulation having the force of law.

3. The term "days" shall mean days in which school is in session. During the summer months, the term "days" shall mean regular business days on which the administration building is open.

B. General Conditions

1. A written grievance shall be filed on the form in Appendix D.

2. Grievances not within the power and/or scope of the immediate supervisor to resolve may be entered at the Level Two (2) of the grievance procedure within twenty (20) days.

C. Hearing Levels

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

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

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

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

Level 3. If the grievance is not resolved or a decision is not issued at Level 2, the teacher and/or Association may file a grievance with the Board of Education within ten (10) days.

The Board of Education shall consider the grievance at its next meeting which is scheduled at least two (2) weeks after the grievance is filed. At the direction of the Board, the

Superintendent shall provide a written response containing the Board's disposition within ten (10) days of the meeting at which the Board considered the grievance.

Level 4. Following the decision by the Board, either party may request mediation by MERC within ten (10) days.

Level 5. If as a result of mediation the grievance is not resolved, the Association may appeal the grievance to the American Arbitration Association within ten (10) days.

D. General Arbitration Provisions

1. The arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association, and the Michigan Uniform Arbitration Act.

2. The parties may mutually agree to an arbitrator.

3. The fees and expenses of the arbitrator shall be paid by the loser.

4. Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

5. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review contained in the Uniform Arbitration Act.

E. Restrictions on the Arbitrator's Authority:

1. The arbitrator shall have no power to add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.

2. The arbitrator shall have no power to interpret state or federal law.

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

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

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

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

J. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

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

ARTICLE XXI - RETIREMENT

Teachers who have reached an age and experience level so as to entitle them to retire under the Michigan Retirement Law, and do elect to retire as a teacher from the Durand Area Schools District, shall be eligible for a lump-sum payment of accumulated sick leave in accordance with the following formula and those restrictions and limitations found herein.

Yrs of continuous service completed in Durand Area Schools	**Rate per accumulated sick leave day**
5 yrs to 7-1/2 yrs	50% of current substitute teacher daily rate
7-1/2 to 12-1/2 yrs	56% of current substitute teacher daily rate
12-1/2 to 17-1/2 yr	64% of current substitute teacher daily rate
17-1/2 to 22-1/2 yrs	82% of current substitute teacher daily rate
22-1/2 to 27-1/2 yrs	91% of current substitute teacher daily rate
27-1/2 to 30 yrs	100% of current substitute teacher daily rate

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

ARTICLE XXII - INSURANCE

A. To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for insurance coverage for all eligible Employees (those not taking cash-in-lieu) and their eligible dependents toward the chosen insurance plan in a combined monthly amount not to exceed Eighty Percent (80%) of the healthcare plan premium (the "Monthly Contribution"), minus any deductions listed below, paid per eligible Employee. Depending upon the plan, Employees may be eligible for Health Savings Account contributions in the amount enumerated below.

1. MESSA ABC Plan 1 - HSA Plan, Deductible $1650/$3300, No In Network Copay, 0% In Network Coinsurance, ABC Rx Coverage.* Delta Dental (Class I, 75; Class II, 75; Class III, 60; Class IV, 75; max: UCR); VSP 3+ Vision Plan; $30,000 Term Life Insurance; LTD (120 day 70% of salary; $5,000 max).

2. MESSA ABC Plan 2 - HSA Plan, Deductible $2000/$4000, No In Network Copay, 20% In Network Coinsurance, 3 Tier Rx Coverage.* Delta Dental (Class I, 75; Class II, 75; Class III, 60; Class IV, 75; max: UCR); VSP 3+ Vision Plan; $30,000 Term Life Insurance; LTD (120 day 70% of salary; $5,000 max).

Beginning January 1, 2025, employer will contribute to the HSA of an active employee on a month-to-month basis: 60% of the calendar year HSA deductible for MESSA ABC Plan 1 or Plan 2 (divided by 12).

From the above listed Monthly Contribution, the Board shall deduct any payments already made, or that will be made, by the Board during the "medical benefit plan coverage year" toward Board reimbursement of "medical benefit plan costs" as defined by Public Act 152 of 2011 as amended (collectively the "Supplementary Payments"). The Parties specifically acknowledge that the Supplementary Payments may reduce the maximum Board funded premium payment/percent, and increase the Employee's share of the premium payment/percent. If the total value of the Supplementary Payments already made, or that will be made, during the "medical benefit plan coverage year", exceeds the aggregate Monthly Contribution, the Board shall reduce the payments that will be made during the "medical benefit plan coverage year" toward the Supplementary Payments in an amount necessary to avoid exceeding the aggregate Monthly Contributions. The Board may use its discretion in determining which future Supplementary Payments to reduce, and further, may deduct from employee wages any past Supplementary Payments already made which are necessary to comply with Public Act 152 of 2011 as amended.

The Base Plan shall conform to all requirements of the IRS Code, the Patient Protection and Affordable Care Act (PPACA) or any replacement Act, and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board is specifically authorized to make any adjustments to

this Article necessary to fully comply with the IRS Code, the PPACA or any replacement Act, and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board.

B. For those eligible teachers choosing to forego health insurance and instead choose Plan 3 benefits, the Board shall pay 100% of Plan 3 premium.

MESSA Plan 3 - Delta Dental (Class I, 80; Class II, 80; Class III, 80; Class IV, 80 max: UCR); VSP 3+ Vision Plan; $50,000 Term Life Insurance; LTD (120 day 70% of salary; $5,000 max).

C. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1st of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay the Monthly Contribution. The Board shall have the right to make deduction of any amounts due from the Employee's wages, and shall be held harmless from any liability arising from the deduction.

D. Employees who have access to another Employee's Board funded insurance shall not receive separate Board provided health insurance. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's PPACA compliant insurance, but have dependents of their own. Those individuals may take the Board funded insurance. During open enrollment, Employees electing health care coverage will sign a statement that they are complying with this paragraph.

E. Unless otherwise noted within this Agreement, or as required by law or regulation, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days.

F. Employees who are eligible for Board paid insurance contributions may make a written waiver of that coverage and instead elect to receive Plan 3 benefits and cash-in-lieu of health benefits in the amount of $250 per month (less applicable taxes) in accordance with the District's Section 125 Plan. Cash-in-lieu will increase to $300 per month beginning September 2026. All employees as a condition to receiving cash-in-lieu must first provide documentation that they otherwise receive health insurance that meets the value and coverage requirements of the PPACA or its replacement Act.

At the Board's discretion, the Employee may direct all or a portion of the above amount to a tax-sheltered annuity approved by the Board through a separate written voluntary and elective contribution, as allowed by law or regulation.

G. Employees are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within 31 days of any termination of their employment status.

H. To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status, except as is otherwise provided herein or by law or regulation. Employees may continue the coverage at their own expense to the extent permitted by law or regulation.

I. The Board shall not be required to remit premiums for any insurance coverages on behalf of an Employee if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.

J. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it (unless the failure to remit contractual premium amounts is pursuant to Public Act 54 of 2011 or the requirements of this Article).

K. Changes in family status shall be reported by the Employee to the Board within thirty (30) days of such change. The Employee shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.

L. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 1st day of the 1st full month following their employment. Those employees opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions, but must participate in all other insurance products chosen by the Association if full unit participation is required by the insurance carrier. An Employee shall be eligible for Board paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the Employee is employed on a

full-time basis as defined by the PPACA or its replacement Act (currently, working an average of thirty [30] hours or more per week in the District).

M. The "medical benefit plan coverage year" shall run from July 1 to June 30 of each school year.

ARTICLE XXIII – EMERGENCY MANAGER

Pursuant to the requirements contained within MCL 423.215 and Public Act 436 of 2012, if an emergency manager is appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012, the emergency manager may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012.

This clause is included in this agreement because it is legally required by state law. The union did not agree to this provision. By signing this agreement, the union does not agree or acknowledge that this provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable.

SCHEDULE A - SALARY

Salary Schedule:

2024-2025 – 3.0% on base, full step
2025-2026 – 3.0% on base, full step
2026-2027 – 2.5% on base, full step

Longevity payment: Longevity payments earned after working 15 years, 20 years, 25 years and 30 years will be paid an additional percentage as follows:

15+	1.5% of base
20+	3.0% of base
25+	4.5% of base
30+	5.5% of base

Professional Development Days: Two (2) required professional development days before the start of the school year paid at the negotiated hourly rate of $30 an hour. Other professional development days will be built into the calendar.

Schedule #1- New Employees Starting After June 30, 2014

Base Salary

2024-2025 Salary Schedule w/ 3% Increase

STEP	BA	MA OR BA+48	MA+15	MA + 45 EDS/PHD
~~1*~~	~~$40,617~~	~~$42,989~~	~~$44,257~~	~~$44,851~~
2	$42,806	$45,496	$46,839	$47,509
3	$45,116	$48,155	$49,578	$50,446
4	$47,545	$50,982	$52,488	$53,442
5	$50,138	$53,965	$55,561	$56,604
6	$52,046	$56,340	$58,029	$59,720
7	$53,484	$58,015	$59,756	$61,496
8	$54,922	$59,690	$61,483	$63,270
9	$56,437	$61,463	$63,309	$65,152
10	$57,954	$63,239	$65,133	$67,031
11	$59,546	$65,122	$67,076	$69,030
12	$61,137	$67,004	$69,015	$71,026
13	$62,809	$68,998	$71,068	$73,139
14	$64,484	$70,992	$73,119	$75,250
15	$66,750	$73,798	$76,011	$78,226
16	$69,014	$76,605	$78,904	$81,203
17	$70,309	$77,975	$80,298	$82,619

*No teacher will be placed at Step 1 for the duration of this contract

Schedule #2 - Teachers Starting Before July 1, 2014

Base Salary

2024-2025 Salary Schedule w/ 3% Increase

STEP	BA	MA OR BA+48	MA+15	MA + 45 EDS/PHD
~~1~~	~~$40,617~~	~~$42,989~~	~~$44,257~~	~~$44,851~~
~~2~~	~~$42,806~~	~~$45,496~~	~~$46,839~~	~~$47,509~~
~~3~~	~~$45,116~~	~~$48,155~~	~~$49,578~~	~~$50,446~~
~~4~~	~~$47,545~~	~~$50,982~~	~~$52,488~~	~~$53,442~~
~~5~~	~~$50,138~~	~~$53,965~~	~~$55,561~~	~~$56,604~~
~~6~~	~~$52,046~~	~~$56,340~~	~~$58,029~~	~~$59,720~~
~~7~~	~~$54,922~~	~~$59,690~~	~~$61,483~~	~~$63,270~~
~~8~~	~~$57,954~~	~~$63,239~~	~~$65,133~~	~~$67,031~~
9	$61,137	$67,004	$69,015	$71,026
10	$64,484	$70,992	$73,119	$75,250
11	$69,014	$76,605	$78,904	$81,203
12	$70,309	$77,975	$80,298	$82,619
15+ Long	$1,055	$1,170	$1,204	$1,239
1.5% of Base	$71,364	$79,145	$81,502	$83,858
20+ Long	$2,109	$2,339	$2,409	$2,479
3% of Base	$72,418	$80,314	$82,707	$85,098
25+ Long	$3,164	$3,509	$3,613	$3,718
4.5% of Base	$73,473	$81,484	$83,911	$86,337
30+ Long	$3,867	$4,289	$4,416	$4,544
5.5% of Base	$74,176	$82,264	$84,714	$87,163

Schedule #1- New Employees Starting After June 30, 2014

Base Salary

2025-2026 Salary Schedule w/ 3% Increase

STEP	BA	MA OR BA+48	MA+15	MA + 45 EDS/PHD
~~1*~~	~~$41,836~~	~~$44,279~~	~~$45,585~~	~~$46,197~~
2	$44,090	$46,861	$48,244	$48,934
3	$46,469	$49,600	$51,065	$51,959
4	$48,971	$52,511	$54,063	$55,045
5	$51,642	$55,584	$57,228	$58,302
6	$53,607	$58,030	$59,770	$61,512
7	$55,089	$59,755	$61,549	$63,341
8	$56,570	$61,481	$63,327	$65,168
9	$58,130	$63,307	$65,208	$67,107
10	$59,693	$65,136	$67,087	$69,042
11	$61,332	$67,076	$69,088	$71,101
12	$62,971	$69,014	$71,085	$73,157
13	$64,693	$71,068	$73,200	$75,333
14	$66,419	$73,122	$75,313	$77,508
15	$68,753	$76,012	$78,291	$80,573
16	$71,084	$78,903	$81,271	$83,639
17	$72,418	$80,314	$82,707	$85,098

*No teacher will be placed at Step 1 for the duration of this contract

Schedule #2 - Teachers Starting Before July 1, 2014

Base Salary

2025-2026 Salary Schedule w/ 3% Increase

STEP	BA	MA OR BA+48	MA+15	MA + 45 EDS/PHD
~~1~~	~~$41,836~~	~~$44,279~~	~~$45,585~~	~~$46,197~~
~~2~~	~~$44,090~~	~~$46,861~~	~~$48,244~~	~~$48,934~~
~~3~~	~~$46,469~~	~~$49,600~~	~~$51,065~~	~~$51,959~~
~~4~~	~~$48,971~~	~~$52,511~~	~~$54,063~~	~~$55,045~~
~~5~~	~~$51,642~~	~~$55,584~~	~~$57,228~~	~~$58,302~~
~~6~~	~~$53,607~~	~~$58,030~~	~~$59,770~~	~~$61,512~~
~~7~~	~~$56,570~~	~~$61,481~~	~~$63,327~~	~~$65,168~~
~~8~~	~~$59,693~~	~~$65,136~~	~~$67,087~~	~~$69,042~~
~~9~~	~~$62,971~~	~~$69,014~~	~~$71,085~~	~~$73,157~~
10	$66,419	$73,122	$75,313	$77,508
11	$71,084	$78,903	$81,271	$83,639
12	$72,418	$80,314	$82,707	$85,098
15+ Long	$1,086	$1,205	$1,241	$1,276
1.5% of Base	$73,504	$81,519	$83,948	$86,374
20+ Long	$2,173	$2,409	$2,481	$2,553
3% of Base	$74,591	$82,723	$85,188	$87,651
25+ Long	$3,259	$3,614	$3,722	$3,829
4.5% of Base	$75,677	$83,928	$86,429	$88,927
30+ Long	$3,983	$4,417	$4,549	$4,680
5.5% of Base	$76,401	$84,731	$87,256	$89,778

Schedule #1- New Employees Starting After June 30, 2014

Base Salary

2026-2027 Salary Schedule w/ 2.5% Increase

STEP	BA	MA OR BA+48	MA+15	MA + 45 EDS/PHD
~~1*~~	~~$42,882~~	~~$45,386~~	~~$46,725~~	~~$47,352~~
2	$45,192	$48,033	$49,450	$50,157
3	$47,631	$50,840	$52,342	$53,258
4	$50,195	$53,824	$55,415	$56,421
5	$52,933	$56,974	$58,659	$59,760
6	$54,947	$59,481	$61,264	$63,050
7	$56,466	$61,249	$63,088	$64,925
8	$57,984	$63,018	$64,910	$66,797
9	$59,583	$64,890	$66,838	$68,785
10	$61,185	$66,764	$68,764	$70,768
11	$62,865	$68,753	$70,815	$72,879
12	$64,545	$70,739	$72,862	$74,986
13	$66,310	$72,845	$75,030	$77,216
14	$68,079	$74,950	$77,196	$79,446
15	$70,472	$77,912	$80,248	$82,587
16	$72,861	$80,876	$83,303	$85,730
17	$74,228	$82,322	$84,775	$87,225

*No teacher will be placed at Step 1 for the duration of this contract

Schedule #2 - Teachers Starting Before July 1, 2014

Base Salary

2026-2027 Salary Schedule w/ 2.5% Increase

STEP	BA	MA OR BA+48	MA+15	MA + 45 EDS/PHD
~~1~~	~~$42,882~~	~~$45,386~~	~~$46,725~~	~~$47,352~~
~~2~~	~~$45,192~~	~~$48,033~~	~~$49,450~~	~~$50,157~~
~~3~~	~~$47,631~~	~~$50,840~~	~~$52,342~~	~~$53,258~~
~~4~~	~~$50,195~~	~~$53,824~~	~~$55,415~~	~~$56,421~~
~~5~~	~~$52,933~~	~~$56,974~~	~~$58,659~~	~~$59,760~~
~~6~~	~~$54,947~~	~~$59,481~~	~~$61,264~~	~~$63,050~~
~~7~~	~~$57,984~~	~~$63,018~~	~~$64,910~~	~~$66,797~~
~~8~~	~~$61,185~~	~~$66,764~~	~~$68,764~~	~~$70,768~~
~~9~~	~~$64,545~~	~~$70,739~~	~~$72,862~~	~~$74,986~~
~~10~~	~~$68,079~~	~~$74,950~~	~~$77,196~~	~~$79,446~~
11	$72,861	$80,876	$83,303	$85,730
12	$74,228	$82,322	$84,775	$87,225
15+ Long	$1,113	$1,235	$1,272	$1,308
1.5% of Base	$75,341	$83,557	$86,047	$88,533
20+ Long	$2,227	$2,470	$2,543	$2,617
3% of Base	$76,455	$84,792	$87,318	$89,842
25+ Long	$3,340	$3,704	$3,815	$3,925
4.5% of Base	$77,568	$86,026	$88,590	$91,150
30+ Long	$4,083	$4,528	$4,663	$4,797
5.5% of Base	$78,311	$86,850	$89,438	$92,022

SCHEDULE B – COMPENSATION FOR EXTRA CURRICULAR ACTIVITIES

Paid on BA Scale

High School		Middle School	
Fall Sports			
Varsity Football Coach	10%	MS Football/Assistant Coach (4)	4%
Assistant Football Coach (4)	7%	MS Cheerleading Coach (7th & 8th)	4%
Varsity Volleyball Coach	10%	MS Basketball Coach Girls (7th)	4%
JV Volleyball Coach	7%	MS Basketball Coach Girls (8th)	4%
Freshman Volleyball Coach	7%	MS Cross Country Coach Boys/Girls	4%
Varsity Soccer Coach Boys	8%		
JV Soccer Coach Boys	4%		
Varsity Cross Country Coach Boys/Girls	7%		
Varsity Tennis Coach Boys	7%		
JV Tennis Coach Boys	4%		
Varsity Cheerleading Coach	5%		
Varsity Golf Coach Girls	5%		
Weight Room Supervisor	$1,500		
Winter Sports			
Varsity Basketball Coach Boys	10%	MS Basketball Coach Boys (7th)	4%
JV Basketball Coach Boys	7%	MS Basketball Coach Boys (8th)	4%
Freshman Basketball Coach Boys	7%	MS Volleyball Coach (7th)	4%
Varsity Basketball Coach Girls	10%	MS Volleyball Coach (8th)	4%
JV Basketball Coach Girls	7%	MS Wrestling Coach (7th & 8th)	4%
Freshman Basketball Coach Girls	7%	MS Cheerleading Coach (7th & 8th)	4%
Varsity Wrestling Coach	10%		
Assistant Wrestling Coach	7%		
Varsity Cheerleading Coach	5%		
JV Cheerleading Coach	4%		
Varsity Pom Pons Coach	5%		
Varsity Bowling Coach	5%		
Weight Room Supervisor	$1,500		

Spring Sports

Varsity Baseball Coach	8%	MS Track Coach Boys	4%
JV Baseball Coach	4%	MS Track Coach Girls	4%
Freshman Baseball Coach	4%	MS Softball Coach	4%
Varsity Softball Coach	8%	MS Baseball Coach	4%
JV Softball Coach	4%		
Varsity Soccer Coach Girls	8%		
JV Soccer Coach Girls	4%		
Varsity Tennis Coach Girls	7%		
JV Tennis Coach Girls	4%		
Varsity Track Coach Boys	8%		
Varsity Track Coach Girls	8%		
Assistant Track Coach Boys/Girls	4%		
Varsity Golf Coach Boys	5%		
Weight Room Supervisor	$1,500		

Summer

Weight Room Supervisor	$1,500

NOTE:

The intent is to have individual team coaches. Should the need arise to combine two varsity coaching positions, the stipend will be paid at 1-1/2 times the single varsity coach stipend.

The above-listed percentage for a coach's salary may be split with another coach; however, the amount paid for each percentage will be based on each individual coach's pay scale/step.

Paid On Teachers Base

Vocational Contact Person	5%
Band Director	10%
Vocal Music Director	7%
HS FFA Advisor	12%
Asst HS FFA Advisor	8%
MS FFA Advisor	2%
Quiz Bowl/Academic Team Adv.	4%
Fall/Spring Play Advisor	4% (each play)
High School Yearbook Advisor	3%
Senior Class Sponsor	3%
Junior Class Sponsor*	12%
Sophomore Class Sponsor	2%
Freshman Class Sponsor	2%
MS Yearbook Advisor	2%
National Honor Society Advisor	2%
MS Student Government Advisor	2%
HS Student Government Advisor	3%
FCCLA Advisor	4%
BPA Advisor	4%
HS Robotics Advisor	4%

School Improvement	2% per building (may be split)

Advisory/Curriculum Committee Members

Durand Instructional Group and other Curricular Groups	$30.00/hour

Extra Teaching Duty

Extra Teaching Duty pay	$30.00/hour

***** It is the desire to have more than one Junior Class Sponsor. A 12% stipend may be split, for example, three (3) positions paid at 4% each or two (2) positions paid at 6% each. The decision to pay multiple positions a combined total of 12% will be decided between the principal and the primary class sponsor. If the principal and primary sponsor agree, they may split the total 12% stipend further to accommodate the needs of the class.

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

SCHOOL YEAR CALENDAR

The School Year Calendar shall be determined by the Administration in consultation with the Association, and shall contain the requisite number of student contact hours and days necessary to receive full state aid in addition to the normal work, PD, and conference days.

DURATION OF AGREEMENT

This agreement shall be effective upon ratification by the Board of Education and the Association and shall continue in effect until the last day in August 2027, which falls before the first required teacher day.

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

FOR THE SCEA/DURAND EDUCATION ASSOCIATION:

8/27/24
8/27/24
8-27-24
Tori Niniarski 8/29/24
Melanie Szyperski 9/4/24
9/4/24

FOR THE BOARD OF EDUCATION:

9-9-24
9/9/24
9/9/24
9/9/24
9.9.24
9-9-24
9-9-24

APPENDIX A - LETTER OF PREFERENCE

(Must be filed by April 1, yearly)

NAME: _____ **DATE:** _____

CURRENT ASSIGNMENT

Building: _____

Grade Level: _____

Subject Area: _____

REQUESTED ASSIGNMENT:

Building: _____

Grade Level: _____

Subject Area _____

SIGNED: _____

APPENDIX B - GRADUATE CREDIT FORM

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

NAME: _____ **DATE:** _____

CURRENT SALARY PLACEMENT: _____

VERIFICATION OF CREDITS: ☐ **PRESENTED** ☐ **CONFIRMED**

SALARY PLACEMENT REQUESTED: _____

TEACHER SIGNATURE: _____

APPROVAL: ☐ **DATE:** _____

SUPERINTENDENT'S SIGNATURE: _____

APPENDIX C - LEAVE FORM

NAME: _____ **DATE:** _____

DATE LEAVE WILL BEGIN: _____

DATE LEAVE WILL END: _____

RETURN NOTIFICATION DATE: _____

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

TEACHER SIGNATURE: _____

For office use only

INSURANCE PAYMENT REQUIRED: $ _____

PAYMENT DUE DATE: _____

COMMENTS:

_____

_____

_____

APPROVAL SIGNATURE: _____ **DATE:** _____

APPENDIX D - GRIEVANCE FORM

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

LEVEL 1 (Immediate Supervisor)

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

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

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

Relief sought *(Use attachment if necessary):* _____
_____
_____

_____ Check here if attachment(s) are included.

Signed _____ ___/___/___/ **Received by** _____ __/___/__
Person filing or DEA Rep. Date Date

_____ Copy to Association by grievant

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

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

_____ Check if attachment(s) are included.

Signed _____ ___/___/___/ **Received by** _____ __/___/__
Supervisor Date Date

_____ Copy to Association by Supervisor

LEVEL 2 (Superintendent or Designee)

Date of filing: ___/___/___ *(Must be within ten (10) days of decision at Level 1.)*
____ Check if new attachment(s) and/or information is included

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

_____
_____

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

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

_____
_____

_____ Check if attachment(s) are included.

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

_____ Copy to Association by Superintendent

LEVEL 3 (Board of Education)

Date of filing: ___/___/___ *(Must be within ten (10) days of decision at Level 2.)*
____ Check if new attachment(s) and/or information is included

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

_____
_____

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

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

_____
_____

_____ Check if attachment(s) are included.

Signed _____ ___/___/___/ **Received by** _____ __/___/__
Board of Education Date Date

_____ Copy to Association by Superintendent

Level 4 (Mediation)

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

Requested by: _____

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

Level 5 (Arbitration)

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

Requested by:_____

Please attach a copy of the Arbitrator's report.

Definitions

1. A grievance shall be an alleged violation of the expressed terms of the Professional Agreement, except no grievance may be filed where the Tenure Act may have jurisdiction.

2. The term "days" shall mean days in which school in session. During the summer months, the term "days" shall mean regular business days on which the administration building is open.

APPENDIX E - SICK LEAVE DONATION FORM

I _____ will donate _____ sick leave day(s) to

the following Durand Area School Employee:

_____.

TEACHER SIGNATURE: _____

DATE: _____

(Donations will be kept confidential)

NOTES: