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MASTER AGREEMENT BETWEEN

DOLLAR BAY-TAMARACK CITY AREA SCHOOLS

BOARD OF EDUCATION

and the

COPPER COUNTRY EDUCATION ASSOCIATION

2005 - 2008

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NOTE: This is an intergrated package proposal. Acceptance of any part is conditioned upon acceptance of the entire proposal, unless it is agreed upon through a subsequent and separate proposal.

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RECOGNITION

The Board hereby recognizes the Copper Country Education Association as the exclusive bargaining representative, as defined in Section 11 of the Michigan Public Employment Relations Act MCL 423.201 et seq.; for all regularly employed certified teaching personnel under contract, but excluding substitute teachers, per diem appointment teachers, non-regularly employed part-time teachers, supervisory and executive personnel, teacher aides, office, clerical, and maintenance operating employees and bus drivers.

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution 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 and facilities, and the academic activities of its employees;
 - To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions of their continued employment; or their dismissal, and to promote, and transfer all such employees;
 - 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 - 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of Michigan and Constitution and laws of the United States.

ASSOCIATION RIGHTS

- A. The Association has the right to information as provided by the Michigan School Code.
- B. The Association and its members shall have the right to use school building facilities provided this use is requested of the Superintendent and does not:
 - 1. Require after hour use that will incur extra maintenance or service costs;
 - 2. Interfere with school hours or scheduled activities;
 - 3. Violate any terms or conditions set by the Board and/or the Superintendent in designating when and where the facilities may be used for such purpose.
- C. The Association may use the school bulletin boards for notices of its meetings or posting of official Association material provided:
 - 1. It does not interfere with the usual school functions of such boards;
 - 2. The Superintendent is given the right to approve or disapprove all material except notice of a meeting before posting;
 - 3. Teachers' mail boxes may be used for the distribution of Association literature.

CHECK-OFF OF ASSOCIATION DUES AND FEES

- A. Any teacher who is an employee of the Dollar Bay-Tamarack City Area School District may sign and deliver to the Board an assignment authorizing deduction of membership dues in the CCEA/MEA/NEA according to the dues schedule. Such authorization shall continue in effect from year to year. The Board shall deduct one-tenth of such dues from the first regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June. The Board agrees promptly to remit the CCEA/MEA/NEA dues to the MEA, accompanied by an alphabetical list of the teachers for whom such deductions have been made.
- B. The Board recognizes the legal obligation incumbent upon bargaining unit members to contribute to the Association dues or service fees as established by the Association and that such a contribution represents the unit member's obligation to pay his/her fair share for the services by the Association. Thus, any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay a service fee to the Association, provided however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A.
 - C. In the event that a teacher shall not pay such service fee directly to the Association, or authorize payment through payroll deduction as provided in the preceding article, the Board shall deduct said amount from the bargaining unit member. The Board recognizes the right of the Association to pursue legal remedies for those teachers who are in non-compliance with regards to the dues and/or service fee provisions of this contract and such teacher's membership contract with the Association.
- D. The Association agrees to indemnify and save the Board, their agents and each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including dues erroneously deducted and all court or administrative agency costs that may arise out of or by reasons of action taken by the Board or any of its agents for the purpose of complying with this article, provided:
 - 1. The employer gives timely notice of such action to the union and permits the union intervention as a party if it so desires; and
 - 2. The employer cooperates with the union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

VACANCIES AND PROMOTIONS

- A. Whenever a permanent teaching vacancy arises, the Superintendent shall post, within seven (7) calendar days, a notice of the vacancy in the main office. A copy of the notice shall be sent to the Dollar Bay E.A. President. Staff members shall be allowed to apply in writing for any vacancy or other desired position at any time and such application will be considered current until the following September 1. If a vacancy occurs in some position for which a staff member has applied, that staff member will be notified of the vacancy. Said positions will be filled on the basis of experience, competency and qualifications of the applicant. A registered letter addressed to the staff member at the staff member's home address and a copy to the DBEA President at the president's home address shall be considered proper notification. The staff member will have two weeks after notification in which to reply, if interested.
- B. The Board will cooperate with the Association in making available to the teachers such information as it may acquire concerning positions and opportunities in or under State and Federal educational programs. Teachers employed by the Board will be advised of summer school job openings, and will, if duly qualified, be given the opportunity to accept this employment before it is offered to any teacher not currently employed by the Board.
- C. Before new teachers are hired the Board will give full consideration to the qualification and certification of existing part-time teachers who wish to be placed on full time. Reasons will be given in writing to an applicant who is a part-time teacher and is not chosen to be full time.
- D. All extracurricular assignments will be made on a volunteer basis. These assignments will be based on the applicant's qualifications. In the event that there are no qualified volunteers for the said position from within the teaching staff, the vacancy will then be made known to other possible candidates.
- Teachers shall not be assigned outside the scope of their teaching certifications or the qualifications established and required for the position by the Board. To be "qualified" a teacher must also meet the "highly qualified" requirements of the No Child Left Behind Act and related regulations where applicable.

SICK LEAVE

- A. Allowance shall be ten (10) days per year with 180 days accumulation. Sick leave may be utilized subject to the following conditions:
 - 1. Personal illness or disability of the employee or their spouse or child of the same household;
 - 2. A teacher may use sick leave for dental work, eye exam or diagnostic work for them self, spouse, or children which cannot be scheduled at any other time or is of an emergency nature. The Superintendent, upon request, may require a statement from the attending specialist or physician attesting to the above condition.
 - 3. A teacher may use ten (10) days of sick leave per year for illness of their immediate family other than the spouse or child. If the teacher should require more than 10 days of sick leave for the aforementioned condition, the teacher will present the Superintendent with a statement from the attending specialist or physician attesting to the need for the teacher's absence.
 - 4. Immediate family for the purposes of this article, shall mean husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law, or mother-in-law, grandparents, step-parents, step-children of an employee or an employee's spouse.
- B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation law, shall receive from the Board for the remainder of the school year, the difference between disability benefits provided by the Michigan Workmen's Compensation law and the sick leave benefits herein provided. To the extent that the Board makes payment to a teacher for that portion of their salary not reimbursed under the Workman's Compensation law, said partial payments shall be charged prorated against the teacher's accumulated sick leave days and said payment shall continue for the remainder of the school year after the teacher's sick leave days have been exhausted without the teacher incurring any debt from future years' sick leave.
- C. A teacher reporting for duty at the beginning of his work period who is forced to leave because of illness or accident any time after two hours of duty will be considered absent for sick leave purposes one-half day.
- D. The Board reserves the right to require a teacher to obtain a doctor's certificate as evidence of illness. If the teacher's insurance coverage does not pay for the necessary physician charges to obtain such evidence, the Board will pay for such expense.
- E. The Association agrees that abuse of sick leave or personal leave policy as stated herein, is not only contrary to professional behavior but may also subject a teacher to disciplinary action.

- F. When a teacher has reached the maximum accumulated days allowable in this article, the Board shall pay at the end of each school year, \$20.00 per day up to ten (10) for each unused sick day beyond the maximum accumulation.
- G. In the event of a snow day, if a teacher has requested a sick day, the teacher will not be charged with a sick day.
- H. In the event of a reorganization, consolidation or annexation of the Dollar Bay-Tamarack City Area Schools, the Board shall make payment of accumulated sick leave to teachers within thirty (30) days of the last day of his/her contract year with the District, provided said teacher has been an employee of the District for a period of at least five (5) consecutive years prior to being terminated, and provided said teacher is not employed by the Dollar Bay-Tamarack City Area Schools or the receiving district(s) within thirty (30) days after the expiration of the contract after the effective date of said reorganization. Payable sick leave shall be capped at the maximum allowable accumulation and shall be paid at \$30.00 per day.

If a bargaining unit member is hired by a receiving district, the Board shall guarantee 50% of the member's accumulated sick leave at the rate of \$30.00 per day less the number of days granted by the receiving district on the first day of the member's employment.

PERSONAL AND ASSOCIATION LEAVE

- At the beginning of each school year each teacher shall be credited with three (3) personal days. These days shall be used at the teacher's discretion and no reason need be given. A teacher planning to use a personal day or days shall notify his immediate supervisor at least two (2) days in advance, except in cases of emergency. A personal day before or after a holiday or vacation period will be granted only at the discretion of the administration. Any personal days which are not used during the school year in which they are earned, will accumulate to a maximum of five(5) days. After the five(5) days, any personal days which are not used will accrue to sick leave accumulation. In the event of a snow day, if a teacher has requested a personal day, the teacher shall not be charged with a personal day.
- B. Any teacher called for jury duty during school hours or who is subpoenaed to testify during the school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding shall be paid their full salary, less other pay received for such time spent on jury duty or giving testimony, except when a teacher is involved in any case between the Association and the Board in which event the losing party shall pay the teacher's salary. Teachers shall return to school within one hour after dismissal from jury duty.
- C. At the beginning of every school year, the Association shall be credited with seven (7) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The Association will be allowed to have two (2) teachers gone concurrently. Additional teachers shall be granted Association leave at the same time if substitute teachers are available. In the event that the seven (7) Association days are spent, officers or agents of the Association will be given an option to "buy" five additional Association days at a substitute teacher's daily rate of pay.
- D. In the event of death in the immediate family the teacher may take a maximum of five (5) days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law or mother-in-law, or grandparents, or any other relative living under the same roof and wholly dependent upon the employee for support. The teacher will be allowed one (1) day to attend the funeral of a friend or relative. One half of all time taken under Article 7, Section D, shall be charged against the teacher's sick leave.

LEAVE OF ABSENCE

- A. Leave of absence without pay for periods of up to one year may, at the sole discretion of the Board, be granted a teacher without loss of salary increment and where proper replacements are available, for: studies relating to the teacher's field; studies to meet eligibility requirements for a license not held by a teacher; study, research or special teaching assignments involving advantage to the school system; or personal reasons. Upon the bargaining unit member's return he or she shall be restored to his or her former position or a position of a similar nature.
- B. Military leave of absence shall be granted without pay to any teacher who shall be inducted or be required to serve military duty in any branch of the armed forces of the United States. Teachers on military leave shall be given the benefits of up to two (2) increments which would have been credited to them had they remained in active service in the school system.
- Upon written application, a leave of absence up to one year without pay shall be granted to any teacher for the purpose of child care. The administration shall be notified of such a leave at least thirty (30) days prior to commencement of the leave except in cases of extreme emergency. The object child shall be the natural or adopted child of the teacher. The leave request shall stipulate the date or the circumstances upon which the leave will commence and the length of the leave.
 - 1. The reinstatement shall be to the teacher's former or a similar position. If the absence exceeds forty-five (45) school days in one semester, the Board reserves the right to withhold reinstatement until the start of the next semester.
 - 2. A pregnant teacher may request said leave, any time after confirmation of pregnancy by the doctor.
 - 3. In the event of miscarriage or death of the object child of the leave, the leave of absence may be terminated within one week after receipt of written request, except as in item 1 above.
 - 4. The granting of such leave shall in no way interrupt seniority and rights attendant thereto. Seniority time, experience credit or benefits of this contract will not be accrued or available during said leave except as stated in item 7 below.
 - 5. Failure to return from a child care leave on the date specified shall be deemed a resignation, unless prior to the date specified as the end of the leave, the teacher requests additional child care leave and is granted such by action of the Board.
 - 6. The leave will be terminated prior to the specified ending date within one week after receipt of written request, except as stated in item 1 above.
 - 7. The Board agrees to pay full fringe benefits for the duration of the leave, provided that the leave does not exceed 60 days.

- D. It is the responsibility of the teacher on leave to inform the superintendent of his/her intent to return to work at least 60 days before September 1 of the ensuing school year. Failure to provide such notification will indicate termination of the contract.
- E. A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to eligible teachers in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by the FMLA. Such purposes include:
 - Because of and to care for the teacher's child upon birth or placement for adoption or foster care. Entitlement to leave under this circumstances shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement of the child.
 - 2. To care for the teacher's spouse, child or parent who has a serious health condition.
 - 3. Because of a teacher's own serious health condition that makes the teacher unable to perform the functions of the teacher's position.

To be eligible for a FMLA leave, a teacher must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous 12 month period, and meet any other eligibility criteria of the FMLA for the particular type of leave. During the period of FMLA leave, the teacher's health insurance benefits shall be continued as required by the FMLA, subject to Section 104(2) of the FMLA.

Paid leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes as the FMLA leave, will be counted as part of the leave time available and used under the FMLA leave. FMLA leave may be taken on an intermittent or reduced schedule when medically necessary according to the provision of Section 102 of the FMLA.

The limitations found under Section 108 of the FMLA pertaining to special rules concerning teachers of local educational agencies shall apply. All FMLA leaves shall be subject to and administered in accordance with FMLA and its implementing regulations.

GRIEVANCE PROCEDURES

- A. A grievance is a claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been an alleged violation of the expressed terms of this Agreement. The primary purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances which are alleged to be a breach of contract, except that the following matters shall not be the basis of any grievance filed under the procedure outlined in the Article:
 - 1. The termination of services of or the non-renewal of any probationary teacher;
 - 2. The discharge or demotion of a tenured teacher;
 - 3. The discharge or termination of any teacher from an extra duty position.
 - 4. The content of an evaluation or an individualized development plan.
 - 5. Any claim or complaint for which there is a more appropriate procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of the Public Acts, Extra Session, of 1937 of Michigan, as amended). The court system is not included in this exclusion.
- B. The sole remedy available to any teacher for an alleged breach of this agreement or his right hereunder will be pursuant to the grievance procedures hereinafter outlined; provided, however, that nothing contained herein will deprive any teacher of any legal rights which he presently has provided further that if a teacher elects to pursue any statutory or legal remedy, such election will bar any further or subsequent proceedings under this article.
- C. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties; provided however, in the event it is agreed by the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.
- D. Any individual employee at any time may present grievances to his employer and have the grievances adjusted without the intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, if the bargaining representative has been given the opportunity to be present at such adjustment.
- E. In no event shall any settlement be retroactive to a date prior to the commencement of the school year in which the grievance was filed.
- F. <u>Step One</u>: Within twenty (20) school days of the alleged contract misinterpretation, misapplication or misunderstanding, or the discovery thereof, the teacher shall hold a discussion with the teacher's immediate supervisor or principal, whereupon if a solution is not reached after an informal discussion with the supervisor or principal, the teacher shall file a grievance in writing with the principal on the grievance report form. (Appendix E) The principal or supervisor shall have ten (10) school days to reply in writing; otherwise the grievance

shall automatically move to Step 2: however, if answered, the teacher shall appeal to the Superintendent within five (5) school days after receiving said answer or the grievance shall be considered abandoned.

<u>Step Two</u>: Upon a grievance reaching the Superintendent under the foregoing section, there shall, within five (5) school days, be a meeting thereon and, if no solution is reached, the Superintendent shall have five (5) school days in which to answer in writing, otherwise the grievance shall automatically move to Step Three: however, if answered, the teacher shall appeal within five (5) school days after receiving said answer to the School Board or the grievance shall be considered abandoned.

<u>Step Three</u>: Upon a grievance reaching the Board, it shall, within ten (10) school days of transfer or appeal, set the matter for hearing and hear the same as a Board or by committee and within five (5) school days decide the grievance as a Board and in writing.

Step Four: Within twenty (20) school days, if the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the Association may notify the Board of its intent to pursue the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding except each party shall have the right to peremptorily strike not more than three from the list of arbitrators. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

- G. The powers of the arbitrator are subject to the following limitations:
 - 1. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act on the grievance until he has first ruled on the arbitrability of the grievance, if the arbitrator rules that the grievance is not arbitrable it shall be referred back to the parties without decision or recommendation on its merits.
 - 2. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 - 3. The arbitrator shall have no power or authority to rule upon:
 - a. The termination of services or the non-renewal of any probationary teacher.
 - b. The discharge or demotion of a tenured teacher.
 - c. The discharge or termination of a teacher from an extra duty Position or the decision not to renew a teacher's contract for or appointment to an extra duty position.
 - d. The content of an evaluation or an individualized development plan.

- e. Any claim or complaint for which there is a more appropriate procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of the Public Acts, Extra session, or 1937 of Michigan, as amended). The court system in not included in this exclusion.
- H. The cost of the arbitrator shall be borne equally by the parties except such party shall assume its own cost for representation including any expense of witnesses.

MISCELLANEOUS PROVISIONS

- 1. Any time limits set forth above may be waived by the parties because of particular circumstances, but such waivers must be in writing before the time limits expire.
- 2. Any party of interest may be represented at all meetings and hearings at any step by another person except that a teacher may in no event be represented by an officer, agent, or representative of any organization other than the Association.
- 3. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the teacher and information so separately filed shall be private, confidential and limited to the hearings on the grievance, except that the grievance filed and the decision at any step that results in a final decision may be transferred to the personnel file thereafter.
- 4. Decisions rendered at all steps excepting Step One shall be in writing and a solution at Step One may be reduced to writing except that any solutions at Step One or Two shall not operate as a precedent or be binding upon the Board or the step above it.
- 5. All written answers, solutions or decisions shall be transmitted at once to all parties in interest.
- 6. The arbitrator shall be a member in good standing of the American Arbitration Association; unless otherwise mutually agreeable.

CLASSROOM CONDITIONS

- A. Teachers shall not be required to report prior to the opening day of school or to remain after school ends for the school year without compensation therefore if all assigned work is completed.
- B. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility and will give full support and assistance to teachers with respect to the maintenance and control of discipline in the classrooms, except when it is evident that the teacher has conducted himself/herself in a non-professional manner.
- C. The Board will reimburse a teacher up to \$1,000 for any malicious damage or destruction to clothing or personal articles arising out of the performance of his/her duties and so proven, if such loss is not covered by the individual's insurance.
- D. The Board will provide legal counsel, if required, for the defense of any teacher in any proceeding which arises out of any reasonable disciplinary action taken by the teacher against a student, providing that the action has been deemed justifiable by the Board.
- E. The Board recognizes the need in each school for adequate lunchroom, restroom, and private lavatory facilities and at least one room of adequate size appropriately furnished with facilities for refreshment which shall be used as a faculty lounge.

TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in the senior and junior high school will be 30 teaching periods and 5 unassigned preparation periods or 25 teaching periods and 5 supervised study periods and 5 unassigned preparation periods. Teachers at the 7th through 12th grade level who have 6 different academic preparations in one semester will earn one-half(1/2) day of Personal Leave Time per semester.
- B. The normal weekly teaching load in the elementary school will be 40 teaching periods. Assignments shall be made at the discretion of the administration and within the areas of teacher competence, teaching certificate, or their major or minor fields of study, except temporarily and/or for a good cause. Elementary teachers who, for one semester, have 3 or more students who qualify as special education students or who have been referred to a counselor because of behavioral problems shall earn one-half(1/2) day of Personal Leave Time per semester.
- C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principal prior to August 1, if practicable. Such changes will be voluntary to the extent possible.
- D. In addition to the hours and periods referred to, each teacher will be allowed at least one-half hour period daily for lunch, which period will be duty free; any change in the present schedule shall be negotiated with the Association.
- E. Teachers shall serve as substitutes during their consultation periods only if it is agreeable with the teacher. The administration shall keep an accurate accounting of all such substitutes.
 - 1. High school faculty members who agree to substitute during a preparation period for a teacher who is absent may be paid at the rate of \$15.00 per class period, or may choose to accumulate one (1) period of personal leave time. After accumulation of seven (7) such periods, the teacher will be credited with an additional day of personal leave. Personal leave time so accumulated will not accrue to sick leave and must be used during the current school year. At the end of each school year, the teacher shall be paid for unused hours of personal leave time at the above rate.
 - 2. Elementary teachers who serve as a substitute during their regular class day shall be paid at the rate of \$ 15.00 (\$ 7.50 for 30 minute periods). Substituting will include instructing those classes ordinarily taught by "special" teachers such as Music, Art, Physical Education, Computers and Library. Elementary teachers may also choose to accumulate one (1) period of Personal Leave Time as stated in 11-1. The Administration shall keep an accurate accounting of all such substitutions.
- F. Faculty attendance at the annual Open House, Parent-Teacher conferences are required.
- G. <u>Independent Studies</u>

- 1. All independent studies shall be scheduled by the high school principal with the agreement of the teacher involved.
- 2. Independent studies shall be given only in subjects offered in the secondary curriculum except upon agreement between the Association and Administration. Requirements for the independent study shall not differ greatly from those of the regular class. Only the teachers North Centrally qualified shall conduct the independent study.
- 3. Teachers conducting an independent study shall be paid 1% of the B.A. Base per student per semester. In order for payment to be made the length of the independent study must be more than one-half a semester.

(An independent study is a program of individualized instruction taking place outside the regular scheduled class time under the supervision of a staff member. It involves additional teacher time in preparation, instruction and evaluation.)

H. <u>Daily Schedule</u>

Lunch

<u>K-6</u> 8:15 to 3:24

<u>K-3</u> 11:30 to 12:15 4-6 11:45 to 12:30

There shall be scheduled a 15 minute recess period for the elementary students each morning and after lunch. Elementary teachers will help supervise morning recess on a fair and rotational basis. During each morning recess one teacher will supervise, as needed, those students that need to stay inside. Teachers will help supervise the playground when other personnel are not available on an emergency basis. During each lunch recess one teacher will help supervise the lunchroom.

Elementary teachers will receive 54 minutes of preparation time daily. Preparation time will be divided into two 27 minute blocks.

Junior-Senior High

8:15 to 12:03 (52 min. classes with 12:37 to 3:27 4 min. passing time)

Teachers are to be in the building ten (10) minutes before the scheduled start of school and in the vicinity of their classrooms five (5) minutes before their classes are scheduled to begin and are to remain in the building and in the vicinity of their classrooms five (5) minutes after students are dismissed.

- I. Teachers who agree to hall supervision (in the high school building) during the time scheduled for lunch each day shall be compensated at the rate of \$7.50 per lunch period plus a free lunch.
- J. Teachers shall not leave the school building during the school day, except during lunch hour, without notifying their principal's office.
- K. Teachers who agree to supervise students outside of the Regular class schedule for make-up study sessions or Disciplinary purposes which have been

approved by the administration, shall be compensated at a rate of \$5 per session.

**L. Working class schedules will be available to the staff by June 30, tentatively, but no later than August 1, of each school year with late admissions and fiscal or staff uncertainties taken into account.

TEACHER EVALUATION AND PROGRESS

The parties recognize the importance and value of procedure for assisting and evaluating the progress and success of personnel.

- A. Therefore to this end, the following procedure has been agreed to, in an effort to accomplish the goals.
 - Any teacher shall have the right, upon request, to review the 1. contents of his/her file, except confidential papers, originating outside of our school system, such as college credentials. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Any material which is shown to be in error by the teacher and agreed to by the administrator which is contained in a personal file will be expunged. administrator shall actively assist teachers in a positive manner where shortcomings have been noted in written evaluations. teacher shall also be allowed an opportunity to file a response to any material or evaluation in the file and said response shall become a part of said file. Before additional responses are attached to the evaluation by the evaluator, a conference shall take place between the teacher and the evaluator in an effort to minimize written responses. When a teacher is requested to sign material placed in the file, such signature shall be understood to indicate the employees' awareness of the material but shall not be interpreted to mean agreement with the content of the material.
 - 2. The administrator shall actively assist teachers in a positive manner where shortcomings have been noted in written evaluations. The administrator, with the individual teacher, shall develop an Individualized Development Plan (IDP see Appendix G). Failure of the district to provide an Individualized Development Plan within the one year period for probationary teachers and within the three year period for tenured teachers is conclusive evidence that the teacher's performance during that period is satisfactory.
- It shall be a major administrative responsibility to assist teachers to become oriented to the district and improve instruction through direct observation of the teacher's work and providing written summaries of those observations together with any recommendations the administrator may have for the teacher. Probationary teachers shall be so observed at least two times per year and shall be given a year-end review. Tenured teachers shall be observed at least once every three years. observations shall not take place during the first or last fifteen Formal observations shall be at least thirty minutes in length. A personal interview shall be held within ten calendar days of the observation. A written evaluation shall be placed in the teacher's personal file within fifteen calendar days of the observation with a copy to be furnished to the subject teacher. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report which is to be placed in his/her personal file.
- C. Evaluation shall be conducted by the Principal or Superintendent.

- D. If an administrator believes a teacher is doing unacceptable work, the reasons for that belief shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administration by developing an IDP for the individual teacher. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- Ε. No teacher shall be disciplined without just cause. The term "discipline" as used in this agreement includes written warnings, written reprimands and suspensions with or without pay. Discipline of a teacher may be grieved under the grievance procedure of this Agreement unless the disciplinary measure constitutes a demotion for appeal within the jurisdiction of the Michigan Teacher Tenure Act, MCL 38.71 et seq. and shall not be subject to the grievance procedure of this Agreement. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member no later than five (5) working days after the discipline is imposed. Discipline of personnel under the provisions of this agreement will be conducted in accordance with the basic concepts of due process. A written complaint made against any employee shall be promptly called to his/her attention and a corrective procedure suggested to the employee.
- F. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will lead to disciplinary action by the employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the employer of the right to representation under this provision of the agreement.

PAYMENT OF ITEMS

- A. It shall be the responsibility of teachers to pay for any items which they order without obtaining proper authorization and it shall be the responsibility of the teachers to pay for items which are kept beyond the examination period without authorization to do so.
- B. Teachers are to reimburse the school for any school materials which they use for their personal needs.

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this agreement are set forth in Appendix A, which is attached to and incorporated in the Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. All teachers may be given full credit on the salary schedule set forth in Appendix A for up to ten (10) years of teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by the recognized accrediting agency.
- C. Effective September 1, 1985, all employees shall be paid according to the number of student contact hours to which they are assigned. A fulltime high school teaching assignment consists of six (6) student contact hours per day. Part-time teacher salaries shall be determined by the number of periods per day of student contact.
- D. Extra classes taught are computed as 1/6 of the teacher's step.
- E. Pay periods shall be bi-weekly making a total of twenty-six (26) per year. Upon request each teacher will receive salary paid in twenty-one (21) pay periods over the school year. Teachers will sign a form indicating his/her preference during the first week of school. Teachers on a twenty-six pay period schedule may, upon request, receive all summer pay on the twenty-second pay period. Such requests must be made to the district office no later than May 1.

EXAMINATION

A. A teacher shall, if so requested in writing by the Board, submit to a general physical or mental examination. A physician mutually acceptable to both the Association and the Board shall be selected and the cost of the examination shall be the Board's responsibility.

SEVERABILITY

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

SENIORITY AND LAYOFF PROCEDURE

- A. Seniority: New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act. Any teacher who is granted tenure shall have seniority from the last date of hire. Probationary teachers shall not have seniority.
- B. The term seniority as hereinafter used shall be length of continuous teaching service in the bargaining unit with the Dollar Bay-Tamarack City Area Schools Board of Education during which service the employee has held a valid Michigan Teaching Certificate. Layoffs or leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. However,
 - 1. Seniority shall not accrue while the teacher is on layoff or authorized leave without pay.
 - 2. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
 - 3. Seniority will accrue based on the number of class periods an employee is scheduled per day including preparation periods. For each class period an employee is scheduled to work, he or she will earn one point. Seven periods per day will be the maximum accruable for full time employees and they will earn 7 points per semester for a total of 14 points per year. A part time employee who is scheduled to teach three class periods per day and has one preparation period will earn 4 points toward seniority. Seniority will be calculated each semester. The maximum number of points will be 14 per year. If the District changes the class schedule, the parties will meet to discuss the change in the accrual of seniority.

For unpaid leaves of absence, seniority shall be reduced as follows:

For each four (4) week period of unpaid leave, 1.56 points shall be deducted from the employees seniority point accumulation for that school year. No more than fourteen (14) points can be deducted from an employees total accumulation in any one school year. No points shall be deducted for any unpaid leave period of less than four weeks.

The current seniority list will be grandfathered in as it is now, but beginning with the 1997-98 contract, seniority will be calculated for all employees as described above.

4. Any bargaining unit member who transfers or is promoted to a non-bargaining unit position within the district shall retain the seniority he/she has accrued in the bargaining unit. Seniority shall no longer accrue after said transfer or promotion but upon the non-bargaining unit member's return to the bargaining unit, seniority shall accrue from that point.

C. In the event the Board decides to reduce the number of teacher through layoff, or reduce the number of teachers in a given subject area, field, or program, or eliminate or consolidate positions, the procedure as listed below shall be followed. It is hereby recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, and staff, and that the procedures set forth in this article shall be used in reduction of staff.

Probationary teachers shall be laid off first when the position the probationary teacher is vacating is being eliminated altogether or where there are fully certified and fully qualified tenured teachers available to perform the duties of the position the probationary teacher is vacating.

If reduction of tenured teachers becomes necessary, then tenured teachers shall be laid off on the basis of seniority, when the position the tenured teacher is vacating is being eliminated altogether or where there is a more senior tenured teacher who is fully certified and fully qualified available to perform the duties of the position the tenured teacher is vacating.

It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.

D. Tenured teachers shall be recalled to the next available vacancy for which the teacher is fully certified and fully qualified according to the qualifications established and required for the position by the Board, which arises within five (5) years from the effective date of the tenured teacher's layoff.

The Board shall give written notice of recall from layoff by sending a certified letter return receipt requested to said teacher at the teacher's last known address on file with the school district. It shall be the responsibility of each teacher to notify the Board by certified mail return receipt requested of any change in address following the teacher's layoff. The teacher's address as it appears on the Board's records shall be conclusive when use din connection with layoff, recall or other notice to teacher. If the teacher fails to report to work within fifteen (15) days after the Board's notice of recall has been returned by the United State Postal Service as being undeliverable, and unless an extension is granted in writing by the Board, such teacher shall be considered to have abandoned his/her employment with the school district and is thereby terminated from all employment he/she may have had with the school district.

E. A laid off teacher, whose service to the district was satisfactory, shall upon application be granted priority status on the district substitute list. The teacher shall remain in priority status on the substitute list as long as the teacher's service remains satisfactory.

- F. A laid off teacher may continue his/her health and life insurance benefits for up to three years by paying monthly the normal per subscriber group rate premium for such benefits to the Board if acceptable to the applicable insurance company.
- G. A seniority list of all teachers shall be prepared by the Board and verified by the Association by October 15 of each year.
- H. Following initial placement on the salary schedule, part-time teachers shall move one step on the salary schedule each full year they are employed by the Dollar Bay-Tamarack City Area Schools. Their salaries shall be prorated based on the number of hours worked.

In the event a part-time teacher becomes a full-time teacher, placement on the salary schedule shall be determined by prorating their part-time years of service and credited experience on a prorate basis. (i.e., a half-time teacher shall be granted one half year's experience; a teacher with six (6) half years shall be granted three (3) years of experience.

TEACHER PROTECTION

- A. As soon as possible following the ratification of this Agreement, the Dollar Bay EA President shall be furnished with a written copy of all Board policies and procedures which affect a teacher or the teaching staff generally. Updated materials shall be supplied to the Association when policies change or when new policies are added.
- B. No complaint arising from a teacher's performance within the scope of his/her professional duties as an employee of the Dollar Bay-Tamarack City Area Schools by any parent or pupil shall become a part of the teacher's personnel file without adherence to the following procedures:
 - 1. Administration shall conduct an investigation into the merits of considered complaints which will include a conference with the involved teacher.
 - 2. A teacher shall be given an opportunity to issue a written response to the complaint.
 - 3. The identity of the parent or pupil making the complaint will be made known to the teacher.
 - 4. If the administration determines that the complaint is not valid, no reference of said complaint will be placed in a teacher's personnel file unless the complaint is subsequently found to be valid.
 - 5. If the administration determines that the complaint is valid and is to be included in the teacher's personnel file, a meeting with the involved teacher, association representative, and superintendent or his designated administrator will be convened for the purpose of communicating the administrative disposition of the complaint.
 - 6. In the event a complaint arises in a public meeting, it shall be immediately referred to the Administration for investigation and the above procedure will be followed.
- C. Nothing in this article precludes a teacher from invoking relief through the grievance procedure.
- D. All reprimands, criticisms and evaluation conferences shall be conducted in private to the extent permissible under law.

SCHOOL IMPROVEMENT

- A. The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools, as provided in Section 1277 of the Revised School Code, MCL 380.1277 or other similar plans.
 - 1. Participation in the planning process by the employee is voluntary.
 - Participation or non-participation shall not be used as a criterion for evaluation, discipline, or discharge.
 - 3. The Master Agreement may not be modified in whole, or in part, by the school improvement committee except by mutual, written agreement by the Association and the Board.

DURATION OF AGREEMENT

The provisions of this Agreement will be effective upon ratification by the Board and the Association and will continue and remain in full force and effect until June 30, 2008.

IN WITNESS WHEREOF, the parties hereunto set their hands this $\frac{25}{}$ day of <u>SEPT</u>, 2006.

COPPER COUNTRY EDUCATION ASSOCATION/MEA/NEA

DOLLAR BAY-TAMARACK CITY

AREA SCHOOLS

BOARD OF EDUCATION

Appendix A

This is a three year Master Agreement ending June 30, 2008.

2005-2006 - Total Freeze - no step advancement

SALARY SCHEDULE 2005 - 2006

STEP	$\mathbf{B}\mathbf{A}$	*BA+	**MA	**MA+ 15
0	\$27,321	\$28,392	\$30,030	\$31,122
1	\$28,579	\$29,705	\$31,418	\$32,500
2	\$29,838	\$31,017	\$32,807	\$33,876
3	\$31,096	\$32,330	\$34,194	\$35,253
4	\$32,354	\$33,642	\$35,583	\$36,631
5	\$33,612	\$34,955	\$36,971	\$38,008
6	\$34,871	\$36,267	\$38,358	\$39,385
7	\$36,409	\$37,866	\$40,051	\$41,077
8	\$37,948	\$39,466	\$41,744	\$42,769
9	\$39,488	\$41,066	\$43,435	\$44,661
10	\$41,026	\$42,666	\$45,641	\$46,666
11	\$42,565	\$46,538	\$49,102	\$50,129

Teachers will receive 1 step advancement for the 2006-2007 year with no percentage increase except at Step 11, which will be a 1.5% increase.

0.000%		2006-2007		
Step	BA	*BA+	**MA	**MA+
0	\$27,321	\$28,392	\$30,030	\$31,122
1	\$28,579	\$29,705	\$31,418	\$32,500
2	\$29,838	\$31,017	\$32,807	\$33,876
3	\$31,096	\$32,330	\$34,194	\$35,253
4	\$32,354	\$33,642	\$35,583	\$36,631
.5	\$33,612	\$34,955	\$36,971	\$38,008
6	\$34,871	\$36,267	\$38,358	\$39,385
7	\$36,409	\$37,866	\$40,051	\$41,077
8	\$37,948	\$39,466	\$41,744	\$42,769
9	\$39,488	\$41,066	\$43,435	\$44,461
10	\$41,026	\$42,666	\$45,641	\$46,666
11	\$43,203	\$47,236	\$49,839	\$50,880
1.500%	· · · · · · · · · · · · · · · · · · ·			,,
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Teachers will receive 1 step advancement and a 1.25% increase on the salary schedule for the 2007-2008 school year.

	2007-2008		
BA	*BA+	**MA	**MA+
\$27,662	\$28,747	\$30,406	\$31,511
\$28,936	\$30,076	\$31,811	\$32,906
\$30,211	\$31,405	\$33,217	\$34,300
\$31,484	\$32,734	\$34,622	\$35,694
\$32,759	\$34,063	\$36,028	\$37,089
\$34,032	\$35,392	\$37,433	\$38,483
\$35,307	\$36,721	\$38,838	\$39,877
\$36,864	\$38,339	\$40,552	\$41,591
\$38,423	\$39,959	\$42,266	\$43,303
\$39,981	\$41,579	\$43,978	\$45,017
\$41,538	\$43,199	\$46,211	\$47,249
\$43,743	\$47,827	\$50,462	\$51,516
	\$27,662 \$28,936 \$30,211 \$31,484 \$32,759 \$34,032 \$35,307 \$36,864 \$38,423 \$39,981 \$41,538	BA *BA+ \$27,662 \$28,747 \$28,936 \$30,076 \$30,211 \$31,405 \$31,484 \$32,734 \$32,759 \$34,063 \$34,032 \$35,392 \$35,307 \$36,721 \$36,864 \$38,339 \$38,423 \$39,959 \$39,981 \$41,579 \$41,538 \$43,199	BA *BA+ **MA \$27,662 \$28,747 \$30,406 \$28,936 \$30,076 \$31,811 \$30,211 \$31,405 \$33,217 \$31,484 \$32,734 \$34,622 \$32,759 \$34,063 \$36,028 \$34,032 \$35,392 \$37,433 \$35,307 \$36,721 \$38,838 \$36,864 \$38,339 \$40,552 \$38,423 \$39,959 \$42,266 \$39,981 \$41,579 \$43,978 \$41,538 \$43,199 \$46,211

Negotiations will begin on or before May 1, 2008. Mediation will commence by July 1, 2008 if no tentative agreement if reached by July 1, 2008.***

*To qualify for payment, the permanent or continuing certificate must be earned by the first day of school and must be turned in to the Superintendent by February 1.

**To qualify for payment, credit must be earned prior to the beginning of the current school year and must be turned in to the Superintendent by Sept.1.

***There will be a cost savings committee to investigate ways to save money on health insurance; quarterly meetings set up by the administration and attended by the DBEA.

Experience shall be allowed for all full semesters of experience earned prior to the beginning of the current school year.

Appendix B Extra Duty Compensation

Pay is based on years of experience in the group through the level equal to step seven (7).

Group A

Advisor, Science Olympiad

Advisor, Bio Athalon

Camp Nesbitt

Advisor, Drama

Advisor, Gifted and Talented

Advisor, Honor Society

Advisor, High School Bowl

Advisor, National History Day

Advisor, Odyssey of the Mind

Advisor, Lego League

Group B

Advisor, Junior Class

Group C

Advisor, SADD

Coach, Elementary Basketball (Boys - Girls)

Group D

Advisor, Student Council

Coach, Track Jr. High

Coach, Golf

Advisor, Yearbook (With Publications Class)

Vocational Coordinator

School Improvement Chairperson

Group E

Advisor, Senior Class

Coach, Junior High Basketball (Boys - Girls)

Advisor, Cheerleading

Coach, Cross Country Running

Coach, Track Varsity

Group F

Advisor, Yearbook (Without Publications Class)

Group G

Coach, Basketball (Junior Varsity (Boys - Girls)

Group H

Band

Group I

Computer Systems Administrator

Coach Basketball Varsity (Boy's - Girl's)

Group J

Coach, Combined Varsity/Junior Varsity Basketball (Boys - Girls)

(There may be times when it is in the best interests of the program for one person to coach both the varsity and junior varsity basketball teams together. Mutual agreement is required for one person to coach both teams.)

Other Activities \$ 10/Hour

Coaches will have the option of being compensated after completion of the assigned activity.

Coaches will be paid at the same salary step and column for the 2006-2007 school year at which they were paid during the 2004-2005 school year, without any step or column increases for the duration of the 2005-2006 school year. There will be a 1.25% increase on the Schedule B salary schedule for the 2007-2008 school year.

2005-2007 Schedule B

Step	Α	В	C	D	E,	F	G	Н	1	J
0	325	405	460	590	860	1120	1915	2715	3245	4305
1	340	420	475	615	895	1170	2000	2835	3390	4500
2	350	435	495	640	930	1220	2090	2955	3535	4695
3	360	450	515	665	965	1270	2175	3080	3685	4890
4	375	470	535	690	1005	1320	2260	3200	3830	5085
5	390	485	550	715	1040	1365	2345	3320	3975	5580
6	400	500	570	735	1075	1415	2430	3445	4120	5475
7	415	520	590 ₍	765	1120	1475	2535	3595	4300	5715

2007-2008 Schedule B

Step	Α	В	. C	D	E	F	G	Н	4	J
0	\$329	\$410	\$466	\$597	\$871	\$1,134	\$1,939	\$2,749	\$3,286	\$4,359
1	\$344	\$425	\$481	\$623	\$906	\$1,185	\$2,025	\$2,870	\$3,432	\$4,556
2	\$354	\$440	\$501	\$648	\$942	\$1,235	\$2,116	\$2,992	\$3,579	\$4,754
3	\$365	\$456	\$521	\$673	\$977	\$1,286	\$2,202	\$3,119	\$3,731	\$4,951
4	\$380	\$476	\$542	\$699	\$1,018	\$1,337	\$2,288	\$3,240	\$3,878	\$5,149
5	\$395	\$491	\$557	\$724	\$1,053	\$1,382	\$2,374	\$3,362	\$4,025	\$5,650
6	\$405	\$506	\$577	\$744	\$1,088	\$1,433	\$2,460	\$3,488	\$4,172	\$5,543
7	\$420	\$527	\$597	\$775	\$1,134	\$1,493	\$2,567	\$3,640	\$4,354	\$5,786

APPENDIX C INSURANCE

A. The employer shall provide, without cost to the bargaining unit member, except as noted below, the Plan described below, for a full twelve (12) month period for each year of the Agreement for the Member and his/her eligible dependents as defined by MESSA. The plan year shall be from July 1 through June 30.

July 1, 2005 - April 30, 2006, teachers electing health insurance shall receive the same health/life/dental/vision insurance as described in the 2004-2005 DBEA teacher contract.

May 1, 2006 - June 30, 2008, teachers electing health insurance shall receive MESSA Choices II which shall include the following benefits:

- HEALTH PLAN MESSA Choices II which includes \$5000 Basic Term Life
 * The plan year shall be from July through June.
 *Member pays deductibles and the member pays the \$5/\$10 prescription co-pay throughout this contract)
- 2. LIFE INSURANCE- \$5000 plus \$5000 AD&D
- 3. Delta Dental Plan-Class I-75%; Class II-75%; Class III-50%; Class IV-75%
- 4. MESSA Vision Service Plan VSP III Plus
- B. Any amounts exceeding the employer's subsidy shall be payroll deducted. an open enrollment period shall be provided whenever contribution subsidy amounts change for the group. It shall be the responsibility of the district to notify each teacher electing the single subscriber option of an increase in rates. The teacher shall then notify the district of his or her choice for the option amount.
- C. All insurance coverage is for a full twelve (12) month period and is subject to the rules and regulations of the underwriter. Effective January 1, 1986, insurance coverage as outlined above shall be paid by the Board on a pro-rata basis for part-time staff hired after the effective date of this agreement. Employees hired prior to January 1, 1986, must work at least half time or more to receive insurance benefits fully paid by the Board.
- D. The Board shall provide a cash option in lieu of health benefits. The cash amount shall be equal to the Single Subscriber Rate. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount of the cash payment received may be applied by the bargaining unit member to an MEA Tax-Deferred Annuity. To elect a Tax Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement as explained in MESSA Choices II.

All costs relating to the implementation and administration of benefits under this program shall be borne by the employer.

The Section 125 administration shall be provided by MESSA OptionAll. The employer shall enter into a MESSA OptionAll Administrative Services Contract. MEA Financial Services shall handle the annuity.

E. At any time during the term of this Agreement, either the Board or the Association may request to meet and discuss modification of the health insurance benefits to reduce the costs incurred by the Board for providing those benefits without cost to the teachers. Upon mutual agreement, representative of the Board and the Association will meet and engage in such discussions, but these discussions will not constitute bargaining for purposes of implementing a change of the health insurance benefits without mutual agreement between the Board and the Association.

APPENDIX E GRIEVANCE REPORT FORM

DOLLAR BAY-TAMARACK CITY AREA SCHOOLS GRIEVANCE REPORT

	Date Filed	<u>Name of Grievant</u>
	STEP 1	
. Date	cause of grievance occurred	
в. і	Part of contract allegedly violated: Article Paragraphs	
. 1.	Statement of grievance (giving specific all	eged violation):
2.	Relief sought:	
		<u>-</u>
	SignatureDate	
. Dispos	sition by Principal	
	sicion by Filmerpal	
	Signature Date	
Positi	on of grievant and/or Association	
	Signature Date _	
_		
TE: If a	additional space is needed in reporting any s attach additional sheets.	sections above, please
Date r	eceived by Superintendent or designee	
Dispos	ition of Superintendent or designee	
	Signature Date	<u> Barriera de La la Mariera de la companio del companio della comp</u>

- Tobleton of grievant and/of Association	
Signature Date	
STEP 3	
A. Date received by Board of Education or designee	•
B. Disposition by Board	
Signature Date _	
STEP 4	
A. Date submitted to arbitration	
Signature of ArbitratorDate	

NOTE: All provisions of Article 9 of the Agreement will be STRICTLY OBSERVED IN THE STATEMENT OF GRIEVANCES.

APPENDIX F

TELEINSTRUCTIONAL BROADCASTING

A. Purpose, Participation and Enforcement

- 1. The Copper Country Interactive Telecommunication Education System (CCITES) is an electronic educational network designed to provide an alternative means of instructional delivery for use by participating districts to provide educational resources to students in a cost effective and efficient manner.
- 2. Participation during the regular K-12 instructional day is limited to those districts which have, along with the district's recognized teacher bargaining agent, executed this document without modification at the local district level as an Appendix to the respective parties' master contracts.
- 3. As an Appendix to the master contract, enforcement relative to alleged violations of the terms and conditions of the Appendix shall be subject to the contract's grievance procedure.
- 4. Failure of a district or its recognized teacher bargaining unit's agent to ratify this document shall not preclude the use of the CCITES system by the district for purposes other than the delivery of K-12 instructional programs but does not preclude use for alternative or community education.

B. Staffing

- 1. The originating site district reserves the right of selection and assignment of teachers to teleinstructional classes subject to posting and seniority provisions of local contracts. An originating site district will attempt to find volunteers prior to implementing involuntary transfers.
- Nothing in this Appendix shall be deemed to require the assignment of bargaining unit personnel as monitors in remote site districts' telecommunications classrooms. Should personnel be required to monitor in remote site Classrooms, EA/ESP members shall be given first opportunity to do the work.
- In all cases, teaching staff assigned to telecommunications classes shall be considered an employee of the originating site district in which he/she is employed. Such teachers shall have no rights in other originating site districts or remote site districts.

C. <u>Definition</u>

1. "Teleinstructional teaching assignments" and the "telecommunications classes" are used interchangeably and refer to teaching K-12 students in an originating site district during the K-12 instructional day via the CCITES system, whether or not the assignment contains one or more sections of teleinstructional

teaching responsibilities.

- 2. "Teacher" for purposes of this Appendix shall refer to an individual assigned to a teleinstructional teaching assignment in an originating site district.
- 3. "Regular K-12 instructional day" shall refer to the daytime K-12 teaching staff workday in a particular district as determined by the master agreement.
- 4. "Originating site district" refers to a district in which teleinstructional teaching assignments are located and which transmits K-12 instruction to CCITES remote site districts during the regular K-12 instructional day.
- 5. "Remote site district" refers to a district in which CCITES programs are received during the regular K-12 instructional day.
- 6. "CCITES" shall refer to the Copper Country Interactive Telecommunications Educational System.
- 7. "District" refers to any district which, along with its recognized teacher bargaining agent, executes this Appendix.
- 8. "Recognized teacher bargaining agent" and "Association" are utilized interchangeably and refer to the bargaining agent recognized pursuant to the provisions of the Public Employment Relations Act as the exclusive bargaining agent for teaching staff employed by a district. "Recognized teacher bargaining agent" shall include, where appropriate, the Copper Country Education Association.
- 9. "CCITES Governing Council" refers to the representative council of delegates from participating districts who are responsible for the development of processes and procedures for the operation of the CCITES system, determining of course offerings, and the designation of, or change in, originating and remote site districts.

The participating district teacher associations shall designate, through the Copper Country Education Association, two voting representatives of the CCITES committee for purposes of providing input concerning the operations of the system.

D. Responsibilities of Originating and Remote Site Districts and Staff

- The telecommunications class teacher will be responsible for the 1. course content, material selection, instruction, testing and evaluation of the students at the originating site and at all remote sites consistent with the policies and procedures of the originating site district. Teachers assigned telecommunications classes shall not be responsible for maintaining classroom discipline at remote sites. Such teachers will cooperate and provide necessary assistance to staff assigned to supervise remote site district classrooms.
- 2. Originating site districts will be responsible for establishing the necessary procedures to accommodate the transport of

documents, homework, class work, tests and other classroom materials.

3. Originating and remote site districts will be responsible for the assignment of regular personnel as monitors in remote site classrooms and for establishing the necessary processes and procedures to accommodate the transport of documents, homework, class work, tests and other classroom materials.

E. Working Conditions, Class Size and Teacher Evaluation

- 1. Class size in teleinstructional teaching assignments shall be 25 students in combination of the remote and originating site.
- 2. In recognition of the differences in the beginning and ending times, as well as the number and length of classes in originating and remote site districts, daily schedules for teachers assigned to teleinstructional teaching assignments may deviate from the other classroom teacher in the originating site district, providing that the overall length of the teacher workday is unaffected.
- 3. The number of subject matter preparations for teachers in a teleinstructional teaching assignment shall be subject to any limitations contained in the originating site district master contract.
- 4. Any required travel in personal vehicles shall be reimbursed at the rate required under the bargaining unit member's master contract or Board of Education policy when the master contract does not specify a rate.
- 5. The evaluation of teachers in teleinstructional teaching assignments shall be consistent with the evaluation procedures contained in the master contract and conducted by supervisors qualified to do such evaluations, taking into consideration any limitations of the system equipment. Videotapes will not be used in the evaluation process.
- 6. Teachers will be paid at the rate of \$15 per hour for required training in the use or implementation of the CCITES system for training outside the regular school day.
- 7. Teachers volunteering for teleinstructional teaching assignments outside the regular K-12 school day or work year shall be compensated at a prorated portion of his/her regular salary.
- 8. A teacher assigned a teleinstructional teaching assignment shall receive a stipend of \$500 per semester or will be scheduled so as to limit the number of preps to one less than the previous year.

F. CCITES Equipment and System Use

1. The district shall be responsible for the repair and maintenance of telecommunications equipment. While teachers will not be held primarily responsible for the set-up or dismantling of equipment, teachers will be responsible for routine daily procedures necessary to activate and operate the system.

- 2. The use of the system is controlled and regulated by the CCITES Governing Council and the procedures established by participating districts.
- 3. Association requests for use of the system will be directed to the CCITES Governing Council. The cost of repair or damage resulting from negligence or misuse shall be incurred by the Association.
- 4. Except for purposes of K-12 instruction for student credit, districts shall not be restricted in the use of the CCITES system outside of the regular K-12 instructional day or school year.

G. <u>Effect on Teacher Employment</u>

- 1. The intent and purpose of the CCITES project is to provide a vehicle for the cooperative offering and sharing of educational opportunities among the districts served by this document and to provide educational resources to the students of these districts in a cost-effective and efficient manner.
- 2. It is not the intent and purpose of the CCITES project to reduce the total number of bargaining unit members employed or the hours worked as a result of the implementation and use of telecommunications via CCITES.
- 3. There will be no reduction in the total number of bargaining unit members employed by each individual district participating in the distance learning project during the 1994-95 pilot year. This provision shall not have any bearing on layoffs or reductions not related to the operation of the CCITES system. When the pilot project is completed, the parties agree to bargain the CCITES language prior to implementing as a continuing delivery system.
- 4. It is specifically understood that any local school district teacher presenting a K-12 telecommunications class shall be a member of the local bargaining unit.

H. <u>Broadcast and Rebroadcast</u>

- 1. Rebroadcast for students absent on a given day, remedial instruction, teacher use and for demonstration purpose is permitted.
- 2. Videotapes of teleinstructional classes are the property of the originating site district and may be jointly copyrighted by the originating site district and teacher.

APPENDIX G

Probationary Teacher Individualized Development Plan

Teacher:	_Date Received_
m	Position
School Year	Probationary Year
Principal	

SUBJECT MATTER CONTENT

- Exhibits sound background and understanding of subject matter for the
- Keeps abreast of current theory and practice in field.
- Is able to respond satisfactorily to questions posed by students, either by providing the information or a source for the information.
- Stimulates interests in subject area.
- Uses a variety of teaching and learning techniques designed to serve the differing abilities of students.
- Provides consistently relevant subject content.
- Encourages and respects student input.
- Uses varied resources appropriately.
- Shares with students the purpose for each assignment and involves students in setting objectives for themselves.
- Bases evaluation on realistic goals for each student.
- Takes into consideration the capability and effort of each student.
- Keeps accurate records.
- Reviews and returns assignments promptly.

MANAGEMENT

- Organizes classroom routine in efficient manner.
- Plans lessons and organizes classroom to maintain order with variety of activities carried on simultaneously.
- Devotes most of time to teaching and learning activities.
- Keeps classroom and equipment in good condition.
- Reports maintenance needs promptly.
- Guides students to share responsibility for care of furnishings and equipment.
- Promotes a friendly atmosphere conducive to learning.
- Makes building and classroom rules known to students.
- Handles student discipline according to building and district policy.
- Deals with students in fair and consistent manner.

RELATIONSHIPS

- Exhibits a positive attitude.
- Exercises initiative.
- Encourages others by attitude.
- Seeks out new ideas.
- Is open-minded.
- Accepts and gives assistance.
- Implements suggestions in professional manner.
- Maintains honest and forthright relationships with all.
- Respects dignity and rights of all people.
- Shows consistent interest in student's academic and social growth.
- Identifies and refers students with problems to appropriate personnel.
- Provides constructive criticism or ideas for improvement of education.
- Seeks resolution of problems through appropriate channels.
- Observes district policies, rules, regulations and agreement.
- Keeps and promptly turns in reports.

APPENDIX H

2002-2003 RETIREES

The parties agree that all employees electing to retire at the end of the 2002-2003 school year, and meeting the eligibility requirements of the Early Severance Agreement will receive contributions under the following conditions.

- A. The execution of the Agreement is consistent with the Section 403(b) Plan established by the School District with agreement of the DBEA and shall be referred to as 403(b) Plan amended May 7, 2003.
- B. Employees shall not have an option to receive cash.
- C. The Employer will make the first payment into each employee's 403(b) plan with MEA Financial Services no later than October 15of the year retiring. The rest of the payments shall be made as to the schedule the employee selected at retirement.
- D. These payments to employees by the District will constitute employer contributions under 403(b) of the Internal Revenue Code (IRC).
- E. In the event of the retiree's death, any balance not yet paid is be paid to his or her designated beneficiary in accordance with the payment schedule

DURATION OF AGREEMENT

In the event that during the life of this agreement, the Board finds itself unable to fulfill the conditions and terms herein due to financial circumstances even after exercising reasonable cost-saving measures, the Board may then petition the Dollar Bay Education Association-Copper Country Education Association to begin discussions which may lead to resumption of negotiations to reconsider those portions of this agreement that pertain to economic items (i.e. Appendix A and B).

This Agreement shall be in effect from August 31, 2005 to June 30, 2008. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Copies of this Agreement shall be provided to each employee by the Board.

Board of Education of Dollar Bay-Tamarack City Area Schools

Copper Country Education Association