

MASTER AGREEMENT
BETWEEN
DOLLAR BAY-TAMARACK CITY AREA SCHOOLS
BOARD OF EDUCATION
and the
COPPER COUNTRY EDUCATION ASSOCIATION

2011-2012

NOTE: This is an integrated 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.

Note: This document contains the Deletions required by Public Acts 102 and 103.

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ARTICLE 1

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.

ARTICLE 2

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;
 2. 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.

ARTICLE 3

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.

ARTICLE 4

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 **of a legally permissible amount** 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.

ARTICLE 5

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. 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.

- C. 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.

ARTICLE 6

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 absent due to illness, doctor appointment, accident or other approved sick leave during the school day will be considered absent for sick leave purposes for 0.2 hours for each period at the secondary level, and 0.1 for each 40 minutes of absent at the elementary level.**
- 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.

I. The Dollar Bay-Tamarack City Schools Board of Education Representatives will meet with representatives of the Dollar Bay-Tamarack City Education Association in cases of catastrophic illnesses on a case by case basis to determine the necessity of sick leave bank. A committee consists of two (2) board members, three (3) association members, one (1) superintendent and one (1) principal.

PERSONAL AND ASSOCIATION LEAVE

- A. 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. **Requests to use four or five personal days consecutively will be granted only at the discretion of the superintendent.** 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 **three (3)** 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.

ARTICLE 8

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.

- 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 consistent with legal requirements.

- C. 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:

1. 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 be employed full time at least twelve (12) months, 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.

ARTICLE 9

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. Step One: 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.

Step Two: 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.

Step Three: Upon a grievance reaching the Board, it shall, at the next Board meeting set the matter for hearing and hears 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. The Board and the Association shall not be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party. The 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 is not included in this exclusion.
- f. **Any subject that is prohibited by section 15(3) of PERA.**

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.

ARTICLE 10

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.
- E. 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.

ARTICLE 11

TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in the senior and junior high school will be **20** teaching periods and 5 unassigned preparation periods. .
- B. The normal weekly teaching load in the elementary school will be 40 teaching periods **and 10 unassigned preparation periods**. Assignments shall be made at the discretion of the administration and within the areas of teacher competence, teaching certificate, or **highly qualified** fields of study, except temporarily and/or for a good cause.
- 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 preparation 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 **\$21.40** per **77 minute** class period, or may choose to accumulate one period of personal leave time. Personal leave time so accumulated must be used during the current school year. At the end of each school year, the teacher shall be paid for unused hours of **accumulated** personal leave time at the above rate.
 2. Elementary **faculty members who agree to substitute during a preparation per for a teacher who is absent shall be paid at the rate of \$21.40 for 77 minute period (\$10.70 for 40 minute periods) or may also choose to accumulate on Personal Leave Time as stated in 11-E-1.**
- F. Faculty attendance at the annual Open House, Parent-Teacher conferences are required.
- G. Independent Studies
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 **who meet applicable state and federal requirements such as Highly Qualified are eligible.**
 3. Teachers conducting an independent study shall be paid **0.67%** of the B.A. Base per student per **trimester**. In order for payment to

be made the length of the independent study must be more than one-half a **trimester**.

(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. Daily Schedule

Lunch

K-6 **8:00 to 3:30**

K-3 11:45 to 12:15

4-6 12:10 to 12:40

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.

Elementary teachers receive 385 minutes of preparation time weekly. Preparation time schedule is assigned by the principal and time shall be scheduled in meaningful blocks.

Junior-Senior High

7:45 to 12:01 (*77 min. classes with*

12:35 to **3:15** *4 min. passing time)*

Teachers are to be in the building fifteen (15) 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 three (3) 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.

M. Every effort shall be made to hold student I.E.P meetings after the teachers regular work day and teachers **in the area of disability** shall participate for a stipend of \$15.00. **The maximum number of Dollar Bay teachers compensated at an I.E.P. is two (2).**

N. All teachers shall attend one (1) staff meeting called by the

Administration per month after school without additional compensation. Limit of 45 minutes for meeting. Absences must be pre-approved by Principal.

O. Teachers who voluntarily accept assignments by the Administration to work during "Saturday School" will be paid at the rate of \$15 per hour.

ARTICLE 12

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 may not purchase materials for personal use through the school account.**

ARTICLE 13

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, 2011, all employees shall be paid according to the **Appendix A Salary Schedule. A full time junior or senior high school weekly teaching position consists of 20 teaching periods (77 minutes each) and 5 unassigned preparation periods (77 minutes each). A full time elementary position consists of 40 teaching periods (38 minutes each) and 385 minutes of unassigned preparation time.**

Part-time salaries shall be determined by **Assignment.**

- D. Extra classes taught are computed as **8.3% of the teacher's step for each trimester.**

- 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.

ARTICLE 14

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.

ARTICLE 15

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.

ARTICLE 16

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. Five (5) periods per day will be the maximum accruable for full time employees and they will earn 5 points per trimester for a total of 15 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 15 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 employee's seniority point accumulation for that school year. No more than fourteen (15) 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. 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.
- D. A seniority list of all teachers shall be prepared by the Board and verified by the Association by October 15 of each year.
- E. 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.

Example: Teacher A has 6 years teaching experience (paid at step 5 at ½ time). The following school year "A" goes to full time. Placement on the salary schedule would be 3 years experience (step 2) plus new year fulltime = step 3 full-time pay.

ARTICLE 17

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.

ARTICLE 18

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.
 2. 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.

ARTICLE 19

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, 2012.

IN WITNESS WHEREOF, the parties hereunto set their hands this ____day of _____, 2011.

COPPER COUNTRY EDUCATION
ASSOCIATION/MEA/NEA

DOLLAR BAY-TAMARACK CITY
AREA SCHOOLS
BOARD OF EDUCATION

By: _____

By: _____

By: _____

By: _____

APPENDIX A

This is a one year Master Agreement ending June 30, 2012. **0.0% raise with 1 step advancement.**

Step	2011-2012			
	BA	*BA+	**MA	**MA+
0	\$28,568	\$29,668	\$31,402	\$32,543
1	\$29,515	\$31,061	\$32,853	\$33,984
2	\$31,200	\$32,434	\$34,305	\$34,986
3	\$32,515	\$33,806	\$35,756	\$36,863
4	\$33,832	\$35,179	\$37,208	\$38,304
5	\$35,147	\$36,551	\$38,659	\$39,743
6	\$36,463	\$37,924	\$40,110	\$41,183
7	\$38,071	\$39,595	\$41,880	\$42,953
8	\$39,681	\$41,268	\$43,650	\$44,721
9	\$40,481	\$42,941	\$45,418	\$46,491
10	\$42,898	\$44,614	\$47,724	\$48,796
11	\$44,508	\$49,393	\$52,115	\$53,203

Negotiations will begin on or before May 1, 2012. Mediation will commence by July 1, 2012 if no tentative agreement is reached by July 1, 2012.***

*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.

2010-2011 Schedule B										
Step	A	B	C	D	E	F	G	H	I	J
0	\$340	\$423	\$481	\$617	\$899	\$1,171	\$2,003	\$2,839	\$3,394	\$4,502
1	\$355	\$439	\$497	\$643	\$936	\$1,224	\$2,092	\$2,964	\$2,545	\$4,705
2	\$366	\$455	\$517	\$669	\$973	\$1,276	\$2,185	\$3,090	\$3,369	\$4,910
3	\$377	\$471	\$538	\$695	\$1,009	\$1,328	\$2,274	\$3,221	\$3,854	\$5,113
4	\$393	\$492	\$560	\$722	\$1,051	\$1,381	\$2,363	\$3,346	\$4,005	\$5,318
5	\$408	\$507	\$575	\$747	\$1,087	\$1,428	\$2,451	\$3,472	\$4,157	\$5,835
6	\$418	\$522	\$596	\$768	\$1,124	\$1,480	\$2,540	\$3,633	\$4,308	\$5,725
7	\$433	\$545	\$617	\$801	\$1,171	\$1,542	\$2,651	\$3,759	\$4,497	\$5,976

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.

May 1, 2011 - June 30, 2012, teachers electing health insurance shall receive MESSA Choices II which shall include the following benefits:

1. HEALTH PLAN MESSA Choices II which includes \$5000 Basic Term Life
* The plan year shall be from July through June.
* **90-10 Split, 500/1000 Deductible: PAK A in Network, Saver RX-Drug Co-pay. A one-time reimbursement upon receipts will be issued as follows: \$100 for single subscriber, \$200 for 2-person subscriber and \$400 for family subscriber.**
 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 D

LONGEVITY

<u>YEARS OF TEACHING IN THIS SCHOOL SYSTEM</u>	<u>LONGEVITY PAY</u>
*13 to 16 years	5.5% of B.A. Base
17 to 20 years	8.0% of B.A. Base
21 to 24 years	10.0% of B.A. Base
25 + years	11.0% of B.A. Base

*13 to 16 means that at the end of the teacher's 13th year of teaching in this system the teacher will receive 5.5% of the B.A. Base in longevity pay for that year. **Teachers with half years of service receive longevity pay halfway through the school year. A teacher with half years of service that retires or leaves the district at the end of the school year receives longevity for the uncompensated half year of service at the end of the school year. Longevity service is rounded to the nearest half year using half-up bias.**

APPENDIX E
GRIEVANCE REPORT FORM

DOLLAR BAY-TAMARACK CITY AREA SCHOOLS
GRIEVANCE REPORT

Name of Grievant _____

Date Filed _____

STEP 1

A. Date cause of grievance occurred _____

B. Part of contract allegedly violated: Article _____
Paragraphs _____

C. 1. Statement of grievance (giving specific alleged violation):

2. Relief sought: _____

Signature _____ Date _____

D. Disposition by Principal _____

Signature _____ Date _____

E. Position of grievant and/or Association _____

Signature _____ Date _____

NOTE: If additional space is needed in reporting any sections above, please attach additional sheets.

STEP 2

A. Date received by Superintendent or designee _____

B. Disposition of Superintendent or designee _____

Signature _____ Date _____

C. Position of grievant and/or 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 _____

B. Disposition and award of arbitrator _____

Signature of Arbitrator _____ Date _____

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

APPENDIX F

Probationary Teacher Individualized Development Plan

Teacher: _____ Date Received _____
Building _____ Position _____
School Year _____ Probationary Year _____
Principal _____

SUBJECT MATTER CONTENT

- Exhibits sound background and understanding of subject matter for the position.
- 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.

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 September 8, 2011 to June 30, 2012. 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