

**MASTER AGREEMENT**

**between the**

**NORTHERN MICHIGAN EDUCATION ASSOCIATION**

**and the**

**DETOUR AREA SCHOOLS BOARD OF EDUCATION**

**September 1, 2007 to August 31, 2010**

<u>RECOGNITION-ARTICLE 1</u> .....	1
ASSOCIATION RIGHTS-ARTICLE II.....	2
MANAGEMENT RIGHTS-ARTICLE III.....	2
ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS-ARTICLE IV.....	3
PROFESSIONAL RESPONSIBILITIES-ARTICLE V.....	4
TEACHING HOURS-ARTICLE VI.....	5
SCHOOL CLOSING-ARTICLE VII.....	6
TEACHING LOAD AND ASSIGNMENTS-ARTICLE VIII.....	6
TEACHING CONDITIONS-ARTICLE IX.....	7
VACANCIES AND PROMOTIONS-ARTICLE X.....	8
REDUCTION IN PERSONNEL-ARTICLE XI.....	8
TRANSFERS-ARTICLE XII.....	11
LEAVES-ARTICLE XIII.....	11
LEAVE OF ABSENCE- ARTICLE XIV.....	12
INSURANCE BENEFITS-ARTICLE XV.....	13
TEACHER EVALUATION-ARTICLE XVI.....	15
TEACHER RIGHTS-ARTICLE XVII.....	16
STRIKES PROHIBITED-ARTICLE XVIII.....	17
NEGOTIATION PROCEDURES -ARTICLE XIX.....	17
PROFESSIONAL GRIEVANCE PROCEDURE -ARTICLE XX.....	18
PROFESSIONAL STUDY-ARTICLE XXI.....	19
RETIREMENT-ARTICLE XXII.....	20
MISCELLANEOUS PROVISIONS-ARTICLE XXIII.....	21
SCHOOL IMPROVEMENT PLANS-ARTICLE XXIV.....	23
LEAST RESTRICTIVE ENVIRONMENT-ARTICLE XXV.....	24
MENTOR TEACHER – ARTICLE XXVI.....	26
PROFESSIONAL COMPENSATION - ARTICLE XXVII.....	27
SALARY SCHEDULE.....	29
SUPPLEMENTAL SALARIES-ARTICLE XXVIII.....	31
SCHOOL CALENDAR-ARTICLE XXIX.....	32
DURATION OF AGREEMENT-ARTICLE XXX.....	34
CERTIFICATE OF RATIFICATION-ARTICLE XXXI.....	34
SCHEDULE D – GRIEVANCE FORM (attachment).....	35

**MASTER AGREEMENT  
BETWEEN THE DETOUR EDUCATION ASSOCIATION  
AND THE BOARD OF EDUCATION OF DETOUR AREA SCHOOLS**

**PREAMBLE**

This agreement entered into this 1st day of September, 2007, by and between the Board of Education of the DeTour Area Schools, DeTour Village, Michigan, hereinafter called the "Board" and the DeTour Education Association hereinafter called the "Association."

**WITNESSETH**

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of Michigan Public Acts of 1965, to bargain with the Association as the representatives of its employees with respect to hours, wages, terms and conditions of employment, AND WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize. In consideration of the following mutual covenants, it is hereby agreed as follows.

**RECOGNITION-ARTICLE 1**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Acts 179, Public Acts of 1965, for all professional personnel, under contract, including personnel on tenure and probation, classroom teachers and guidance counselors, but excluding substitute teachers. The term "teachers" when used hereinafter in this agreement, shall refer to all teachers represented by the Association in the bargaining unit as above defined, and reference to male teachers shall include female teachers. Supervisory and executive personnel shall be excluded from the bargaining unit.
  
- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association if the adjustment is not

inconsistent with the terms of this agreement, provided that the Association has been given opportunity to be present at such adjustment.

## **ASSOCIATION RIGHTS-ARTICLE II**

- A. The Association and its members shall have the right to use the school building facilities for their meetings, outside of regular classroom hours, upon notification to the Superintendent, at least 24 hours in advance. After notification to the Superintendent, the PA system may be used for brief announcements of Association meetings. In the event the Superintendent is absent from the building, notification shall be made to his designee.
- B. A copy of the Agenda of Board of Education meetings shall be posted in each school building of the district at least one business day prior to meetings. Whenever any agenda item refers specifically to a member of the teaching staff, the teachers will be so notified at the time of the posting of the agenda.
- C. To conduct Association business during the school year, the Association shall be credited with ten (10) days to be used by the teachers who are members of the Association to conduct Association business; such use to be at the discretion of the Association. Additional days may be taken, however, the Association shall reimburse the Board for the cost of substitute teachers, if used. The Association shall request leave from the Board not less than forty-eight (48) hours in advance.
  - 1. Not more than two (2) members may take said leave on the same day.
  - 2. No more than two (2) events per month will be used for such leave.
  - 3. Prior approval is to be obtained similar to that obtained for personal business leave.
- D. The Association shall be allowed to use necessary equipment, i.e., copiers, telephones, fax machine, and computers to conduct its business. The use of such equipment shall not be unreasonable and disruptive. The board has the right to schedule appropriate fees for such use. Such fees shall not exceed cost.
- E. No union materials, information, etc. may be distributed to members by the Association or its representatives during school hours, except for distribution in their mailboxes or when such members distributing or receiving such information are not in their classroom conducting classes.

## **MANAGEMENT RIGHTS-ARTICLE III**

- A. The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all power, 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 activities of its teachers.
  2. To hire all teachers, and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such teachers.
  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, other teaching materials and the use of teaching aids of every kind and nature. Decisions of this nature shall give opportunity for input from teachers involved.
  5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, 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 hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

#### **ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS-ARTICLE IV**

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Dues, Assessments, and Contributions to the Association. Pursuant to such authorization, the Board shall deduct one-ninth of such dues, assessments and contributions from the regular salary check of the teacher each month for nine (9) months, beginning in September and ending in May each year. Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-ninth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided for in this contract.

- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit unions, savings bonds, charitable donation, or any other plans or programs jointly approved by the Association and the Board.
- C. The article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- D. 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 in an amount determined by the Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph. 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 paragraph, the Board shall, at the request of the Association, terminate the employment of the teacher at the end of the current school semester.
- E. The procedure in all cases of discharge for violation of this article shall be as follows:
  - 1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Such notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not affected.
- F. The Association agrees to indemnify, protect and save harmless the Board from any and all claims, demands, suits, or other forms of liability, or any and all costs or fees related thereto, by reason of action taken by the Board for the purpose of complying with the provisions of this Article.

## **PROFESSIONAL RESPONSIBILITIES-ARTICLE V**

- A. Teachers have a professional and moral obligation to the students placed in their care that extends beyond the lawful requirements. These obligations include, but are not limited to, providing an atmosphere conducive to learning, providing an opportunity for the child to participate in class in a democratic way according to his level of maturity providing guidance for the child in moral growth as well as academic learning, treating each child as an individual, and encouraging children to work for high individual goals. The teacher's responsibility to the child is not limited to the classroom, but extends to corridors, after-school functions (for the advisor only), field trips, and wherever the child is under the teacher's care.
- B. Each teacher has the responsibility to the parents of each child to report the child's progress in school in a fair, unbiased manner.

C. On all days of active duty, teachers shall maintain a neat, well-groomed appearance, appropriate to the class being taught.

D. ESEA Requirement for Highly Qualified Teachers:

Any staff person who is placed or transferred into a position for which they are not highly qualified will be assisted by administration to become highly qualified in that area. The district will pay for the MTTC test on behalf of the teacher.

### **TEACHING HOURS-ARTICLE VI**

A. All teachers shall be entitled to a duty-free lunch period of at least thirty (30) consecutive minutes.

B. The teacher day shall begin at 8:15 a.m. and close at 3:29 p.m. Teachers may ride the same ferry boats as students and arrive/leave at the same time. All classes begin at 8:25. The middle school dismisses at 3:24 while the elementary school dismisses at 3:29. The bell schedule for the high school shall be the following:

1 <sup>st</sup> hr	2 <sup>nd</sup> hr	3 <sup>rd</sup> hr	4 <sup>th</sup> hr	Lunch	5 <sup>th</sup> hr	6 <sup>th</sup> hr	7 <sup>th</sup> hr
8:25 -	9:21 -	10:17 -	11:13 -	12:06 -	12:39 -	1:35 -	2:31 -
9:18	10:14	11:10	12:06	12:39	1:32	2:28	3:24

C. The administration has the right to schedule meetings exceeding these hours not more than three (3) times each month, provided that notice of such meeting shall be given at least twenty-four (24) hours in advance. Teachers shall not be expected to remain more than one (1) additional hour per meeting, except that when in-service activities are scheduled, teachers may be required to remain two (2) additional hours per meeting.

D. When, in the best interest of any student, a Parent-Teacher conference is deemed necessary, teachers shall remain after school hours for a reasonable period, provided that the conference cannot be conveniently scheduled during the school day.

E. Due to the last dismissal time of students and the need for periodic early dismissals and the corresponding impact on instruction, the decision on a change to dismiss earlier will be dependent upon the recommendations of the School Improvement Program Committee.

## **SCHOOL CLOSING-ARTICLE VII**

- A. When the schools are closed to students due to inclement weather conditions, teachers shall not be required to report for duty.
- B. In the event that an employee determines that he/she cannot report for work because of weather conditions and the superintendent does not close the school district, then the employee will be charged a personal leave day or a sick leave day.
- C. When Drummond Island ferry service is interrupted, due to weather conditions or mechanical breakdown, teachers living on Drummond Island and teaching in DeTour Village or vice versa shall be expected to contact the Superintendent as to the time of the first crossing within the school day and to report on the first available ferry run, unless specifically excused by the Superintendent or his designee. Failure to do so shall result in the forfeiture of one (1) day's salary.

## **TEACHING LOAD AND ASSIGNMENTS-ARTICLE VIII**

- A. A normal weekly teaching load in the secondary school will be thirty (30) teaching periods and/or supervised study periods and 260 minutes per normal week of preparation time in increments ranging from 40-60 minutes. Preparation time shall be used for the actual planning and preparation of lessons and other professional activities. Teachers teaching less than a full schedule of classes per day will be compensated for planning time on a pro-rata basis as compared to a full time teacher.
- B. Teachers in the elementary school will be granted four fifty-two (52) minute preparation periods per week for planning or other professional activities, in addition to recess time. At the beginning of preparation periods, teachers shall be assigned the responsibility of delivering students to special classes.
- C. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study. Whenever program requirements permit, teachers shall be assigned to their major fields of study.
- D. The Administration will notify teachers of their following year's assignment and place of assignment within ten (10) calendar days prior to the student's last scheduled school day unless extenuating circumstances necessitate an extension to the teacher's last scheduled work day.
- E. Compensatory time shall be granted to a teacher who uses his/her preparation period to cover another teacher's classroom. Compensatory time may be used for personal business or sick leave. Compensatory time must have prior approval and will be equal to the amount of preparation time used to cover another teacher's classroom or their

own classroom due to occasional schedule changes. Accumulated compensatory time, in increments of seven (7) hours, may be converted to a sick day at the teacher's option.

- F. Teachers shall not be required to perform extra duties outside the school day, unless part of their teaching or extra-curricular assignments.
- G. The State mandated fall count will determine class number for the first semester and the class roster on the 1st Friday of the second semester will determine the class count for the second semester. At 25 students, the class shall be "split," two classroom teachers will be provided having one grade and teacher per room for first semester and 28 students for second semester. Under no circumstances will there be more than two grades per room. At the high school level, academic classes will not exceed 30 students.
- H. Upon the recommendation of the Superintendent and prior approval of the Board, teachers who use his/her preparation periods or time before or after school, shall receive an hourly compensation based on that teacher's salary prorated.

### **TEACHING CONDITIONS-ARTICLE IX**

- A. It is acknowledged that the primary duty and responsibility of the teacher is to teach and be responsible for child supervision during school hours and that the organization of the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- B. The Board agrees to maintain parking facilities for teachers.
- C. Telephone facilities will be available in offices and teacher workrooms. The Association and/or individual teachers will not be charged for local telephone calls.
- D. Teachers shall not be required to spend time outside the school day or to improvise special makeup work for students who are suspended for disciplinary purposes or who are on vacation; but shall make reasonable effort within the school day to assist the Principal in this regard.
- E. The Board shall provide: A desk for the use of each teacher in the district with a lockable drawer space, and a file cabinet.
- F. The school will supply the teacher with the necessary keys to enable one to do one's duties.

## **VACANCIES AND PROMOTIONS-ARTICLE X**

- A. The Board agrees not to staff any teacher vacancies with substitute employee(s) not covered by this collective bargaining agreement if said vacancy is to be for (90) ninety calendar days or more and certified and qualified bargaining unit employees are available to perform the work.
- B. Whenever any vacancy in any certificated teaching position or in any extra-curricular position in the district shall occur, the Board shall publicize the same by posting notice of such vacancy in every school building. Unless specifically waived in writing by the Association, the posting period shall be a minimum of five (5) working days, and in addition, the Board:
  - a. Shall notify in writing all teachers on approved leaves of absence and teachers on lay-off.
  - b. Shall, during the summer vacation period, notify in writing each individual teacher.
- C. Any qualified teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, service in the school system in the district and other relevant factors. The Board declares its support of a policy of promotions from within its own teaching staff, when such teachers clearly possess equal or superior qualifications for the position to be filled. "Service in the system" for the purpose of this Agreement shall mean continuous employment in a school in the district, including substitute service, irrespective of tenure status, and shall include all periods when the teacher was on a Board sanctioned leave of absence.
- D. In the event that a person outside the teaching staff is considered for any extra-curricular position, the Association may, if it wishes, confer with the Superintendent prior to the appointment.

## **REDUCTION IN PERSONNEL-ARTICLE XI**

- A. Should significant changes in student population, financial restraints, or other justifiable conditions, as determined by the Board, make necessary a reduction in the number of teachers employed by the Board, the Board shall:
  - 1. Determine the grade levels or the curricular areas to be reduced, shall specify courses or class sections to be discontinued, and shall determine the number of teachers to be laid off;
  - 2. Retain those teachers with permanent or continuing certificates having the longest continuous service in the district.

## B. Layoff and Reduction Procedures

1. The Board will make every effort to make all positions full-time. Any teachers placed on a less than full-time assignment may elect the option to be laid off.
2. In case of layoff, no non-bargaining unit individuals shall perform bargaining unit work, unless the teachers on the recall list decline the opportunity to perform such work.
3. In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, the following procedure will be used:
  - a. Probationary teachers will be laid off before teachers with tenure.
  - b. The teacher(s) possessing the least seniority shall be laid off first. If no existing certificated and qualified teachers are available to fill the resultant vacancy or vacancies, then the aforementioned layoff shall not be effected, and the teacher next lowest in seniority shall be laid off. This sequence shall be repeated until all necessary layoffs have been effected. Qualified teachers for the purpose of this agreement, shall possess: a major or a minor or K-8 all subjects.
  - c. Elementary teachers who are assigned to a multiple-grade classroom or who are being reassigned due to a reduction in staff will, upon request, be reassigned to any classroom within the Kindergarten through Sixth Grade program, providing that their seniority exceeds that of the current teacher. Requests for such transfer must be made in writing not more than twenty (20) days after date of assignment. Following such transfer, the Board reserves the right to review the new assignment between March 1 and April 1 of the first year, to determine whether the new assignment should be continued. If it is concluded necessary or desirable, the Board may reassign the teacher the following year.
4. Seniority shall be defined as continuous service as a teacher in a school in the district.
  - a. Teachers who leave teaching service to assume administrative duties within the school district for a period not exceeding one (1) year and who return to teaching with no break in service shall not lose seniority accrued prior to transfer to administrative duties, and shall not receive credit for the period spent in such duties.
  - b. Teachers who are granted unpaid leaves of absence for purposes of professional improvement or sabbatical leave for study shall continue to accrue seniority credit during any such leave, but unpaid leaves of absence for other purposes shall not continue to accrue credit during the actual period of any such leave.”

- c. Any teacher who requests to teach less than full time shall accrue seniority time in direct proportion to his or her service. Whenever the School Board unilaterally reduces the service time of any teacher, that teacher shall received full-time seniority credit.
- d. For purposes of this Agreement, seniority in the district shall begain on the date of approval by the Board of Education of each teacher's employment in the district, provided that the teacher began duties on the first day of the following school year. Otherwise, the actual date of beginning of duties shall apply.
- e. In the event of a tie between two or more teachers after applying the provisions of (d) above, the Board shall take into account any days of substitute teaching in the schools in the district.
- f. In the event of a tie between two or more teachers after applying the provisions of (e) above, the Board shall take into account the possession of a Master's Degree as a tie-breaking mechanism.
- g. In the event of a tie between two or more teachers after applying the provisions of (f) above, teachers shall draw lots to determine the order of seniority. The drawing of lots shall be in the presence of a representative of the DeTour Education Association and the Superintendent of Schools.
- h. The seniority list shall be issued by October 1 to all bargaining unit members who shall have ten (10) days to challange and present evidence of necessary changes. Such changes shall be made by October 15 and a final list shall be issued by November 1.

## 5. Recall Procedure

- a. Teachers shall be recalled to employment in inverse order of layoff for new positions established or re-established by the Board, for which such teachers are certificated and qualified.
- b. Teachers who are notified of recall must respond as to their intent within ten (10) days after receiving notice of recall by certified mail. Teachers who fail to report for duty within fifteen (15) days after receiving notice of recall by certified mail shall be deemed as having resigned. It shall be the responsibility of the teacher to provide the school with a continuously current address.
- c. Teachers electing layoff rather than teach on a reduced schedule shall be notified if programs are restored for which they are certified and qualified.

## **TRANSFERS-ARTICLE XII**

- A. The Association recognizes that in order to provide continuity of planning and programming, responsibility for making assignments and transfers is vested with the Board. However, requests by an employee for transfer may be made, in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The request for transfer shall set forth the reasons for the request, the position sought and the employees qualifications. When all employee factors are equal, the preference of the most senior employee shall be considered, however this consideration shall not be the deciding factor. Such requests shall be reviewed and responded to in writing within thirty (30) days of receipt of such request.
- B. An involuntary transfer will be made when considered necessary by the Board to prevent undue disruption in the classroom and/or maintenance or improvement of instructional programs. When all employee factors are equal the preference of the most senior employee shall be considered, however, this consideration shall not be the deciding factor. The Board shall notify the affected employee and the Association of the reasons for such transfer.

## **LEAVES-ARTICLE XIII**

### **A. Sick Leave**

All teachers shall be granted thirteen (13) days per school year with unlimited accumulation. All teachers absent from duty due to personal illness, pregnancy, or illness in the immediate family shall receive full pay for each day used. Immediate family is interpreted to mean spouse, child, sibling, and parent or other close relative living within the immediate household. Exceptions for additional use of sick leave may be made with approval of the superintendent.

### **B. Bereavement Leave**

Up to five (5) days per year may be taken in the event of the death of an immediate family member as defined below. In the event of additional family member deaths, during a school year, three (3) additional days may be taken. Immediate family is interpreted to mean the family described in part A., in addition, the following: mother, father, grandparents, grandchildren, sisters, brothers, sisters-in-law, brothers-in-law, father-in-law, mother-in-law, step children, and spouse of the same. Additional bereavement leave may be granted in special cases, subject to approval of the Superintendent.

C. **Personal Leave**

Upon prior request of at least twenty-four (24) hours, and with the approval of the administration, based on the availability of substitute teachers, an employee may use up to four (4) personal leave days per year. Personal leave days shall not accumulate, however, unused personal leave days will be added to the employees sick leave days at the end of each contract year.

D. **Civic Leave**

Employees selected for jury duty should immediately notify the Superintendent's office. In the event that jury duty is performed during working hours, the Board will pay the difference between the jury duty pay and the employees regular pay for the period absent. Each week the employee must obtain a jury slip from the appropriate court office and submit same to the Superintendent's office. Paid leave of absence will be granted for any employee who is subpoenaed to appear in court of law as witness as a result of a job related experience.

E. **Teacher Fitness**

The Board may require a written physician's statement attesting to the teacher's fitness to continue teaching whenever, in its opinion, such a statement is necessary or desirable. The Board may request medical certification for any absence which last over five (5) consecutive working days. If requested by the Board, the teacher shall file a physician's statement that the member is physically fit for employment in order to return to his/her position.

F. **Sick Leave Donation**

Should a teacher exhaust his/her accumulated leave allotment of sick and personal days for extended or reoccurring conditions, the teacher may utilize voluntary contribution of sick leave days from other teachers to a maximum of fifty (50) days per academic year. The Association shall be responsible for the solicitation of such donated sick leave days from the teachers and the proper completion of authorized sick leave deduction forms.

**LEAVE OF ABSENCE- ARTICLE XIV**

- A. Any teacher whose personal illness extends beyond the period compensated under Article XIII shall be granted, upon written request, a leave of absence without pay for such time as is necessary for complete recovery from such illness, provided that such leave shall not exceed the balance of the school year, plus the succeeding school year. Upon return from leave, a teacher shall be assigned to the same position or to the position most nearly equivalent.

B. Extended leaves of absence without pay may be granted upon written application and with the approval of the Board for the following reasons:

1. Improving teacher competency in his particular field.
2. Maternal or paternal leave for child care.
3. Sabbatical.

Leaves of absence under this section shall not exceed one (1) school year, and if begun during any school year, shall terminate at the end of that school year. As a condition for consideration of any leave request, under this Agreement, the teacher shall agree to indicate in writing, on or before May 1 of the year in which the leave is taken his intent to return or not to return for his teaching position for the following year.

C. Military leaves of absence without pay shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States. Except in the event of declared war, military leaves of absence shall not exceed two (2) calendar years or one (1) regular term of enlistment.

D. A teacher upon return from any approved leave of absence shall be restored to his/her former position most nearly equivalent in like nature, seniority, and status.

## **INSURANCE BENEFITS-ARTICLE XV**

### **1. HEALTH INSURANCE**

A. The Board shall provide, without cost to the bargaining unit member, the MESSA PAK described below for a full (12) month period for the bargaining unit member and his/her eligible dependents as defined by MESSA. The Board will no longer reimburse for medical and/or deductible co-pays after July 1, 2001. The prescription co-pay increases to \$5.00 effective July 1, 2001.

Bargaining unit members electing health insurance shall receive Plan A of the MESSA PAK which shall include the following benefits:

#### **Plan A Benefits**

**Health Plan:** CHOICES II

<b>LTD Percentage:</b>	70%
<b>Maximum Monthly Benefit:</b>	\$5,000
<b>Qualifying Period:</b>	90 CDMF
<b>Own Occupation:</b>	2 years
<b>Social Security Offset:</b>	Primary
<b>Minimum Payout:</b>	5%

Offset Freeze: yes  
 Alcoholism/Drug Waiver: 2 year  
 Mental/Nervous Waiver: 2 year  
 Rehabilitation/Maternity: Standard  
 Cost of Living Adjustment: No  
 Survivor Income Benefit: No  
 Education Supplement Benefit: No  
 Pre-Existing Condition Waiver: Yes

**Life Volume w/AD & D:** \$50,000  
**Vision Plan:** VSP 3 Plus  
**Dental:** I, II, III + Max 100/90/90 \$1,500  
 Class IV + Maximum: 90: \$3,000

The board will reimburse the employee for charges up to the deductible, when presented with receipts. The deductible shall be up to \$50 for a single subscriber or \$100 for self/spouse or full family and the difference in deductible from the prescription co-pay between MESSA Care I and MESSA Care II for the 2000-2001 school year. Beginning July 2001 the prescription co-pay will become \$5 and the Board will no longer reimburse the bargaining unit member for it or for the \$50/\$100 MESSA SCI deductibles.

Bargaining unit members not electing health insurance shall receive Plan B of the MESSA PAK which shall include the following benefits:

**Plan B Benefits**

LTD: 70%  
 Life Volume w/AD & D: \$50,000  
 Vision Plan: VSP 3 Plus  
 Dental Class I, II, III +Max: 100/90/90 \$1,500  
 Class IV + Maximum: 90: \$3,000

Riders

Persons not selecting health insurance shall be provided with **\$475** per month in benefit dollars.

The Employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

B. Said insurance will be provided each year, starting September 1.

## **TEACHER EVALUATION-ARTICLE XVI**

- A. Probationary teachers shall be evaluated as provided in the Teachers Tenure Act. Tenure teachers shall be evaluated at least once every two years.
- B. A teacher evaluation, for purposes of this Agreement, shall consist of a completed summary, in writing, of a minimum of two (2) class visitations of at least thirty (30) consecutive minutes duration by the Superintendent or Principal, provided that:
  - 1. Said visitations shall all take place within a period of eight (8) weeks, and
  - 2. Each visitation shall be followed by a conference with the teacher within five (5) school days.
  - 3. All visitation for the purpose of evaluating shall commence no earlier than October 1 and shall be completed before May 1.
  - 4. The completed summary (reporting instrument) shall be placed in the employee's file.
  - 5. The teacher shall be informed of the time and place for formal evaluation 24 hours in advance. Any or all informal classroom observations may be part of the evaluation process.
- C. Two copies of all written evaluations shall be submitted to the teacher at the time of such evaluation or personal interview or within ten (10) days thereafter; one to be signed and returned to the evaluator and the other to be retained by the teacher. In the event the teacher feels his evaluation to be incomplete or unjust, he may put his objections in his personnel file attached to the summary. Another evaluation will be conducted if requested by the teacher, and a written report submitted. The evaluator will recognize the receipt of written objections with his/her signature.
- D. It is expressly understood that for a tenured teacher, for years in which no evaluation has been completed, it is assumed that the teacher's job performance is satisfactory.
- E. The Board and the Association recognize that students achievement is related to the total environment in which the student lives and learns. It is further understood that the Board recognizes that student achievement of performance objectives and on standardized or norm-based tests is a function of the students' total environment.

## **TEACHER RIGHTS-ARTICLE XVII**

- A. The Board shall give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Teachers are not expected to assume the role of custodian for emotionally disturbed or mentally deficient students, as determined by a qualified diagnostician. The Board will take reasonable steps to assist the teacher in the cases of exceptional students requiring attention of special counselors, social workers, law enforcement officers, physicians or other professional persons.
- B. If a teacher is absent as a result of court action connected with said teacher's duties, he shall not be entitled to full compensation unless he is fully adjudicated of a crime.
- C. All formal complaints regarding a teacher shall be in writing and shall be promptly called to the teacher's attention. A "formal complaint," for purposes of this Agreement is one in which a person or group has contacted an administrator for the sole purpose of filing a specific complaint regarding the professional performance of a teacher. Prior to any disciplinary action against a teacher as a result of a (formal) complaint, and prior to any open discussion of a (formal) complaint during a board meeting, the teacher shall be afforded the right to meet together with the Superintendent and the original complainant(s). If a formal complaint goes to board level, the teacher will be advised as to the time and place of the meeting, with a chance to respond to the charges. Formal complaints must be signed by complainants. Teachers mentioned in a formal complaint will be provided a copy of the complaint.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of students and property, and shall be held liable for any damage or loss to person or property only where negligence or neglect of duty are clearly present.
- E. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file as maintained by the Board. Such review shall be in the presence of the Superintendent, and if requested by the teacher, with also a representative of the Association. Teachers will receive written notification of anything (except for standard forms regarding payroll, insurance, and employee benefits) added to their files.
- F. A teacher may at all times be entitled to have present a silent representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction or delinquency in professional performance. A teacher shall be notified as to the nature of the conference so that he may have a representative of the Association present at the time of the conference. When he/she so requests, no action may be taken until such representation is present, provided that such delay may not exceed twenty-four (24) hours.
- G. If a freedom of information act (FOIA) request is received for a teacher's personnel file or personnel file information, the teacher will be notified of the request when it is received by an administrator. If the teacher indicates that he/she will challenge whether

the information is disclosable under the FOIA, the Board will take the maximum time permitted by the FOIA before it responds to the FOIA request.

- H. No member shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation, or advantage asserted by the Board or representative thereof shall be subject to the professional Grievance Procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the member and to the Association if requested in writing by the member.

A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined. All such reprimands, warnings, or disciplinary actions shall be made in writing which shall include the date or dates of the alleged actions forming the basis for the complaint, the identity of the persons involved and any witnesses if known. If a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

### **STRIKES PROHIBITED-ARTICLE XVIII**

- A. The Association agrees that it, or any individual members thereof, shall not authorize, engage in, condone or ratify a strike for the duration of this Agreement. A strike shall be defined to include slowdowns, boycotts, picketing, work stoppage of any kind, including "mass sickness" and other connected or concerted activities having the effect of interrupting work or interfering with the normal school business.

### **NEGOTIATION PROCEDURES -ARTICLE XIX**

- A. It is contemplated that serious matters not specifically covered by this Agreement but of common concern to the parties shall, by mutual consent of both parties, be subject to professional negotiations between them from time to time during the period of this Agreement upon majority request by either party to the other.
- B. By March 1, 2007, the parties will begin negotiations for a new Agreement covering new hours, wages, terms and conditions of employment, and shall continue on a regular basis.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board, or take any other lawful measure it may deem appropriate.

## **PROFESSIONAL GRIEVANCE PROCEDURE -ARTICLE XX**

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereunder provided.
- B. The grievance procedure shall not apply to any matter which is prescribed by law or state regulations, or over which the Board is powerless to act.
- C. In the event that a teacher believes there is a basis for a grievance, the teacher shall, within twenty (20) working days after the grievance may reasonably be known to exist, discuss the alleged grievance with the Superintendent, at which time he may be accompanied by his/her Association Representative.
- D. The Superintendent shall respond to the alleged grievance within five (5) working days of the informal discussion. If as a result of the informal discussion with the Superintendent, a grievance still exists, the teacher, through the Association, may invoke the formal grievance procedure within ten (10) working days, (thirty (30) calendar days if during the summer recess) of this event on the proper form, a copy of which is part of this Agreement, labeled "Schedule D". A copy of the grievance form shall be delivered to the Superintendent. If the Association should rule against the validity of the grievance, the grievance shall be withdrawn.
- E. Within five (5) working days of the receipt of the grievance, the Superintendent shall meet with the Association in an effort to resolve the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within (5) working days of such meeting and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within (5) five working days of such meeting, or (10) ten working days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the President of the Board. The Board, at its next regular meeting or two calendar weeks, whichever shall be later, shall meet with the Association on the grievance, review such grievance or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than five (5) working days thereafter. A copy of such disposition shall be furnished to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Board, it may, within ten (10) working days after the Board's decision, give written notice of intention to go to arbitration to the Superintendent, and must file for arbitration with the American Arbitration Association within thirty (30) working days, with a copy of the

notice sent to the Superintendent. If no such notice is given within the ten (10) days, and arbitration is not filed with the American Arbitration Association within the thirty (30) day period, the grievance shall be deemed settled and not subject to arbitration.

- H. In accordance with the rules of the American Arbitration Association, each party shall have the right to peremptorily strike not more than three names from the list of arbitrators. The Union shall strike the first name; the District shall then strike one name. This process may be repeated three times.
- I. The arbitrator shall not have power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the decision of the arbitrator. Expenses for the arbitrator's services shall be borne equally by the district and the Association. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available to the other party and to the arbitrator.
- J. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, both parties shall use their best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising under this Agreement may be processed through the grievance procedure until resolution.

#### **PROFESSIONAL STUDY-ARTICLE XXI**

- A. Individual teachers who are requested in writing to take specific courses for the improvement of the school system will be fully compensated for the cost of tuition.
- B. Upon written approval of the Board, an individual teacher who wishes to participate in a summer workshop to improve his/her competency in either his/her teaching field or in extra-curricular areas may be fully or partially reimbursed for the cost of tuition.
- C. Upon the satisfactory completion of a graduate class, the Board will reimburse the teacher at the rate of one-half (1/2) of the cost of tuition for semester hours over and above the first fifteen (15) semester hours of an approved Master's Program, provided such cost has not been and will not be covered by another grant from another source. The portion to be partially reimbursed shall not exceed fifteen (15) semester hours, unless written approval has been given by the Board. In no case shall any reimbursement be made for more than one (1) advanced degree program. For the purposes of this Agreement, "approved Master's Program" shall mean a planned program of courses designed to lead to the Master's Degree in the teacher's academic area in which the teacher is certified to teach.

- D. A teacher who chooses to work toward National Board Certification shall do so with the support of the school system. Once application has been made and accepted, the teacher shall notify administration of this process, and shall be granted one day release time per quarter for one school year to work on the necessary tasks, including, but not limited to, training, assessment and preparation of assessment materials. In addition, the district agrees to reimburse the teacher up to \$1,000 of the expenses for this certification process, which might be application fees, travel expenses, tuition, testing fees, or other legitimate expenses. This reimbursement shall occur upon the teacher attaining the certification.
- E. Participation in National Board Certification activities shall be recognized as part of the employee's required professional development.
- F. All employees holding a baccalaureate degree from an accredited institution, having three years of elementary, middle or high school teaching experience, and holding a Michigan teaching license are eligible to earn NBC. All eligible employees shall be afforded an equal opportunity to earn NBC.

**RETIREMENT-ARTICLE XXII**

- A. Any teacher who upon termination of service with DeTour Area School District, is eligible for retirement benefits under existing law governing retirement of Michigan Public School Employees, shall be eligible to receive a lump sum benefit according to the following schedule:

Forty dollars (\$40) per year for each year of teaching service in the DeTour, Drummond or Raber School Districts, for a maximum of twenty-five (25) years. For each additional year of service as outlined above, the teacher shall receive fifteen dollars (\$15).

- B. The Board of Education will pay the retirement cost of the teacher's salary to the State Retirement System.
- C. The following early retirement incentive is for employees eligible for retirement under the Michigan State Retirement System:
  - 1. For each accumulated sick day the employee shall receive a yearly stipend as specified for a maximum of six years or until age 62, whichever comes first.
    - a. For the first 100 days - \$10 per day
    - b. For each day over 100 days - \$15 per day

This stipend shall be paid in a lump sum in the first pay period in August following retirement or in the second pay period of January following retirement as specified in writing by the retiree.

2. The retired employee shall receive a stipend of \$2000 per year in equal monthly installments for a maximum of six years or until age 62 whichever comes first. The payments will begin one month after the last check is paid for teaching for the DeTour Area Schools.

The parties will establish a committee to discuss alternate forms of sick leave payout.

### **MISCELLANEOUS PROVISIONS-ARTICLE XXIII**

- A. In case of illness, a teacher shall call the designated school employee prior to the beginning of the school day, unless an emergency renders it impossible, or be subject to loss of sick pay.
- B. In the event that school is to be closed for a day, the administration will, to the best of its ability, so inform its teachers.
- C. A teacher who has called in sick, or who has been approved for personal leave shall be charged with a loss of only one-half (1/2) day of sick leave if school is closed before lunch.
- D. Within three (3) weeks of the signing of the ratification of certification by both sides, the Board will print and present to the Association thirty (30) copies of this Agreement, with an additional fifteen (15) copies available at cost.
- E. Part-time teachers shall be advanced a full increment on the salary schedule for experience as long as they remain on a part-time basis. If the part-time teacher becomes a full time teacher, then their placement on the salary schedule shall be pro-rated on the amount of experience which the teacher has actually taught.
- F. If any Article or Section of this contract or if any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or of compliance with or enforcement of any Article or Section should be restrained, then that Section shall be held null and void, with the Board and the Association making every effort to renegotiate that Section to be in compliance with the law.
- G. People laid off will retain accumulated sick leave, subject to recall, for a period of five (5) years.
- H. A teacher's travel on the ferry boat will be covered by the district for those days they are required to meet school required teaching assignments. This provision does not include teachers whose full time teaching assignment is opposite of the school of their residence.

- I. Travel Policy- Employees will be reimbursed at the IRS rate for the use of personal vehicles, and according to board policy for meals, lodging and miscellaneous expenses for school related business.

## **INTERNET USE**

To provide an intellectual atmosphere that includes access to the Internet, the Board and Association believe that all teachers should have the opportunity to develop skills in using computer technology. Having access to the Internet will allow the teacher to access and use the Internet to translate material, which is consistent with the educational goals of the school district, as well as allow the teacher to access and transmit appropriate materials, to be used in the educational environment.

Whereas, the parties do recognize the educational value of Internet access at school using district equipment they hereby agree to the following:

The parties seek to educate young people in the use of Internet as an assistive device to support student learning and achievement.

The parties recognize that in order to support student learning and achievement the teacher must use the Internet access in a responsible manner.

The parties agree that the classroom teacher(s) are released from any liability based upon information retrieved from the Internet by the student.

The parties agree that the use of the District's electronic resources are for the purpose of (in order of priority): (a) Support of the academic program; (b) Telecommunications; (c) General Information; (d) Personal.

The parties agree that the District will periodically make determinations on whether specific uses of the electronic resources are consistent with the acceptable use policy of the school.

The District reserves all rights to any material stored in files which are generally accessible to others and will remove any material, which the District believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable. Staff members will not use school equipment to obtain, view, download, or otherwise gain access to such material.

## **SCHOOL IMPROVEMENT PLANS-ARTICLE XXIV**

The provisions contained in this article shall apply to all school Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b)MSA.

- A. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.
- B. Any provision(s) of a SIP or applications thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact of any wages, hours and/or other terms and conditions of employment on the bargaining unit member must have the written approval of the Association prior to being adopted and/or implemented.
- C. The conditions which follow shall govern bargaining unit member participation in any and all plans, programs, or projects included in the term SIP.
  - 1. Participation by the bargaining unit member is voluntary.
  - 2. Participation or non-participation shall not be used as a criterion for evaluation, discipline, or discharge.
- D. Site SIP Committee (SSIPC): The bargaining unit members at each site shall determine their participation in said SSIPC. Each SSIPC shall include the site administrator and at least fifty percent (50%) of each SSIPC will be composed of teachers, of which at least one (1) shall be an association member. Should parents of students, students, and other district residents become a part of said SSIPC, they shall be selected by mutual agreement between the District and the Association. Committee decisions will be by consensus. The maximum size of the committee shall be ten (10) members.
- E. District-Wide SIP Committee (DWSIPC): There shall be a DWSIPC composed of designees named by the Association, and up to an equal number of administrators, including the Superintendent, however, the combination of teachers and administrators shall not exceed fifteen (15). Association designees shall be appointed in a manner to reflect representation from the various facilities. Should parents of students and other district residents become a part of said committee, they shall be selected by mutual agreement between the District and the Association. Committee decisions will be by consensus.
- F. If DWSIPC meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of pay to attend the meetings. If DWSIPC meetings or activities are scheduled beyond an employee's regular work day and/or year, the employee shall be paid at his/her regular rate of pay for all time spent beyond the regular work day and/or year from such funds as received by the District for School Improvement Planning and Implementation.

- G. Copies of all site SIP reports, minutes, and recommendations shall be provided to the Association president and the DWSIPC by the SSIPC chairperson.
- H. The DWSIPC shall approve any training provided with regard to SIP.
- I. SIP committees shall not address wages, fringe benefits, individual teacher performance, and contract grievances.
- J. The Board and/or Administration will notify the Association as soon as possible of any intent to develop, explore, or begin a SIP.
- K. **Site Based Decision Making (SBDM):**
  - 1. Site-based decision making is the process by which the teachers and administrators at the work site jointly make recommendations affecting their education environment. Recommendations made by the SBDM committee shall not violate the Agreement and will be approved by the Association and Board prior to implementation.
  - 2. Although participation on a SBDM committee is voluntary, the administration and Association will ensure at least minimum participation.
  - 3. The SBDM committee will be composed of only employees of the Board. Non-employee consultants may be used with the consent of the committee. Committee decisions will be by consensus. The chairperson of the committee will be selected by the committee.
  - 4. Committee decisions that require a deviation from the Agreement will be permitted only after a properly executed Letter of Agreement between the Association and the Board.

## **LEAST RESTRICTIVE ENVIRONMENT-ARTICLE XXV**

The Board and the Association acknowledge that the policy of least restrictive environment is legally mandated and intended in the best educational interest of the student. Accordingly, the parties also recognize that the extent to which any individual student who would fit legal requirements which would involve the use of an Individual Educational Planning Committee (IEPC) for placement in the regular classroom must be appropriate to the student's unique needs as determined by an IEPC on an individual basis. For the purpose of this Article, such students shall be referred to as "mainstreamed students."

- A. Any member who has a reasonable basis to believe that a mainstreamed student assigned to that member has a current IEPC report that is not meeting the student's unique needs as required by law, should promptly notify the administration.

B. Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible, mainstreamed students will be assigned in equitable numbers across general education grade levels within each elementary location and across section of the same course within the junior and senior high school. This section will not apply in the event the teacher volunteers to take additional mainstreamed students.

C. The following conditions shall apply to placement of mainstreamed students in general education classrooms:

1. Any member who will be providing instructional or other services to a mainstreamed student in a regular classroom setting shall be invited to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. When invited to such an IEPC, the member will make a reasonable attempt to attend the IEPC, and when it is requested, will provide written input to IEPC (or the Multi-Disciplinary Evaluation Team Report) to be presented to the IEPC.

In instances where it is not possible to identify in advance of an IEPC general education teachers who ultimately will have mainstreamed student(s) assigned to their classroom(s), meetings will be convened with such general education teachers as soon as possible following the beginning of the school year to explain the conclusion of the IEPC and to provide for the teacher to have input.

2. The district shall make every reasonable effort to provide the receiving teacher with necessary support identified in the IEPC.

3. The administration shall provide, prior to such placement whenever possible, inservice training and awareness information to the teacher(s) regarding the instruction and behavioral management of such mainstreamed students in the regular education classroom setting, including but not limited to, the differing approaches, problems, and techniques to be utilized with varying physical, mental, emotional, and behavioral conditions as are likely to be faced in the given situation. Such training and information shall be provided at Board expense and mutually arranged with the teacher(s) to be involved. If such prior training and information are not possible, the training and/or information will be provided as early as can be arranged after the placement has occurred.

4 Except in life threatening circumstances, a regular education classroom teacher shall not be required to perform medically specialized procedures for or on mainstreamed students. In a situation where a teacher agrees to provide such procedures, he/she shall be provided with training appropriate to the situation with all expenses paid by the Board.

## **MENTOR TEACHER – ARTICLE XXVI**

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of PA 335 (1993) and shall perform the duties of a Master Teacher as specified in the act.
- B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration after consultation with the Association. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. Mentor Teachers shall be assigned in accordance with the following:
  - 1. The ultimate and overriding criteria used in selecting a Mentor Teacher will be the candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
  - 2. The Mentor Teacher shall be a tenured teacher within the bargaining unit.
  - 3. Participation as a Mentor Teacher shall be voluntary.
  - 4. The District shall notify the Association of those members requiring a mentor assignment or any affected member whose classroom assignment has changed.
  - 5. Mentor Teachers and Mentees shall work in the same building (elementary, middle, high school) and have the same area of certification (whenever possible).
  - 6. The Mentee shall be assigned to only one (1) Mentor Teacher at a time.
  - 7. The Mentor Teacher assignment shall be for one (1) year, subject to review by the Administration, Mentor Teacher and Mentee at any time upon request. The appointment may be renewed in succeeding years.
  - 8. Mentor Teachers may have up to two (2) mentees if so desired.
- D. Because the purpose of the mentor/mentee match is to acclimate the teacher and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. At the discretion of the Administration, the Mentor teacher may participate in the post-observation conferences with the Mentee. The Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee. Nor shall the Mentee be called in as a witness in any grievance or administrative hearing involving the Mentor

Teacher. This article does not apply to unethical, illegal or immoral activities on the part of either the Mentor or Mentee.

- E. Upon request, the administration shall make available release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday and school calendar year. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time.

Suggested standards for release time will be the configuration of up to four (4) hours per month for the first year, up to four (4) hours every other month in the second year, and up to four (4) hours every three months in the third year. Requests for greater time spent with the Mentee will be addressed with the building principal. It is also understood that time between the Mentor teacher and the Mentee will necessarily take place weekly beyond the normal working day to establish this collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates. This provision is a suggested standard and will not be a factor in the decision to retain or dismiss a Mentee.

- F. Mentees shall be provided with a minimum of fifteen (15) days of Professional development activities during their first three years (3) of classroom teaching. Professional development shall be scheduled within the parameters of the regular work year, whenever possible. Such professional development activities will be chosen with concurrence of the Mentor Teacher, Mentee and Administration.
- G. Mentor teachers shall be paid 1% on the BA salary schedule at the Mentor's Step for each mentee they accept.
- H. The Board and Association will both encourage single Mentor-Mentee assignments.

## **PROFESSIONAL COMPENSATION – ARTICLE XXVII**

- A. The salaries of teachers covered by this Agreement are set forth in the Salary Schedules which are attached to and incorporated into this Agreement.

## **TEACHER SALARY SCHEDULES**

- A. New teachers may be allowed up to ten (10) years of previous experience in a state certified K-12 school district as degree teachers for salary purposes.
- B. Teachers who earn a sufficient number of semester graduate hours to qualify for columns 2, 3, 4 shall receive increment pay for the additional hours, beginning the first semester after qualifying for said column, with increment pay to be paid for each

succeeding step on the salary schedule. Teachers who are already receiving salary for additional graduate hours shall not be effected by this provision.

- C. Graduate and State Board CEU credits are based on the following formula:

Semester	1 for 1
Term Hour	1.5 for 1
CEU	3 for 1

All semester, term, or CEU hours must be verified in writing with the appropriate transcript or verification letter to be awarded contract credit.

- D. Teachers will be paid a per-diem rate for each additional day above 182 days required for professional development. Employees hired prior to January 1, 2001 are only required to meet BA 18 on the Salary Schedule. Employees hired after January 1, 2001 are required to meet BA 20 on the Salary Schedule. Employees hired prior to January 1, 2001 are only required to meet MA 20 on the Salary Schedule. Employees hired after January 1, 2001 are required to meet MA 25 on the Salary Schedule.

- E. If the school dististrict receives Geographic Isolation funding during the 2007-2008 school year > \$100,000, the DEA members will receive a 2% salary increase.**

**If the school dististrict receives Geographic Isolation funding during the 2008-2009 school year > \$100,000, the DEA members will receive a 2% salary increase.**

**If the school dististrict receives Geographic Isolation funding during the 2009-2010 school year > \$100,000, the DEA members will receive a 2% salary increase.**

### Salary 2007/08

Step	BA	BA+	MA	MA+
1	30,195	31,103	32,761	34,071
2	31,433	32,377	34,106	35,468
3	32,691	33,671	35,469	36,887
4	34,000	35,020	36,888	38,362
5	35,358	36,421	38,362	39,897
6	36,773	37,877	39,898	41,493
7	38,245	39,392	41,494	43,152
8	39,774	40,968	43,152	44,880
9	41,365	42,606	44,881	46,675
10	43,021	44,312	46,676	48,541
11	44,739	46,104	48,542	50,483
12	46,528	47,928	50,484	52,501
13	48,391	49,843	52,503	54,603
14	50,326	51,838	54,603	56,787
15	52,339	53,911	56,789	59,058
17	54,433	56,066	59,059	61,420
24	56,610	58,309	61,421	63,877

### Salary 2008/09

Step	BA	BA+	MA	MA+
1	30,799	31,725	33,416	34,752
2	32,062	33,025	34,788	36,177
3	33,345	34,344	36,178	37,625
4	34,680	35,720	37,626	39,129
5	36,065	37,149	39,129	40,695
6	37,508	38,635	40,696	42,323
7	39,010	40,180	42,324	44,015
8	40,569	41,787	44,015	45,778
9	42,192	43,458	45,779	47,609
10	43,881	45,198	47,610	49,512
11	45,634	47,026	49,513	51,493
12	47,459	48,887	51,494	53,551
13	49,359	50,840	53,553	55,695
14	51,333	52,875	55,695	57,923
15	53,386	54,989	57,925	60,239
17	55,522	57,187	60,240	62,648
24	57,742	59,475	62,649	65,155

**Salary 2009/10**

Step	BA	BA+	MA	MA+
1	31,415	32,360	34,084	35,447
2	32,703	33,686	35,484	36,901
3	34,012	35,031	36,902	38,378
4	35,374	36,434	38,379	39,912
5	36,786	37,892	39,912	41,509
6	38,258	39,408	41,510	43,169
7	39,790	40,984	43,170	44,895
8	41,380	42,623	44,895	46,694
9	43,036	44,327	46,695	48,561
10	44,759	46,102	48,562	50,502
11	46,547	47,967	50,503	52,523
12	48,408	49,865	52,524	54,622
13	50,346	51,857	54,624	56,809
14	52,360	53,933	56,809	59,081
15	54,454	56,089	59,084	61,444
17	56,632	58,331	61,445	63,901
24	58,897	60,665	63,902	66,458

## SUPPLEMENTAL SALARIES-ARTICLE XXVIII

- A. Supplemental salaries for extra-curricular activities will be based on a percent of the B.A. Salary Schedule. Experience will be granted for up to ten years.

<u>POSITION</u>	<u>PERCENTAGE</u>
Varsity Football	10%
Assistant Football	7
JV Football	7
Varsity Basketball	10%
Junior Varsity Basketball	7
Jr. High Basketball	7
Freshmen Basketball	4
Elementary Basketball	3 (of BA Base Step 1)
Varsity Volleyball	10%
JV Volleyball	7
Junior High Volleyball	3 (of BA Base Step 1)
Varsity Track	7%
Assistant Track	4
Jr. High Track	4
<b>Cross Country Coach</b>	<b>4</b>
Varsity/Junior Varsity Golf	7%
High School Cheerleader Advisor	7%
Jr. High Cheerleader Advisor	3
Class Advisors - Sophomore	0.75%
Class Advisors – Junior/Senior	1.5%
Music Performances & Events	4%
National Honor Society	1.5 %
Yearbook	5%
Mentor Teacher	1%

1. Supplemental salaries for extra-curricular activities will be based on a percent of the B.A. Salary Schedule and shall be paid by separate check from the payroll after the season is completed.

2. Compensation for extra curricular obligations not identified above shall be agreed to between the Board and the Association.

**ARTICLE XXIX**

**DETOUR AREA SCHOOL  
SCHOOL CALENDAR - 2008-09**

Wed. Aug. 27, 2008	Teacher In-service
Th. Aug 28, 2008	Teacher In-service
Tues. Sept. 2, 2008	School Starts (students excused at 12:30pm)
Fri. Oct. 17, 2008	No School: Teacher In-Service
Fri. Oct 31, 2008	End of 1 <sup>st</sup> quarter (43 days)
Wed. Nov. 5, 2008	Drummond Island Parent/Teacher Conf: 4:30-7:30
Th. Nov 6, 2008	Students Excused @ 12:30
	Drummond Island Parent/Teacher Conf: 1 - 3:30
	DeTour Parent/Teacher Conf: 1-4 p.m. & 5-7:30 p.m.
Th. Nov. 27, 2008	Thanksgiving Break
Fri. Nov. 28, 2008	Thanksgiving Break
Mon. Dec. 8, 2008	No School: Teacher In-Service
Mon. Dec. 22, (thru)	No School: Christmas Break
- Fri. Jan. 2, 2009	
Mon. Jan. 5, 2009	School Resumes
Th. Jan. 15, 2009	Exams (students excused @ 12:30)
Fri. Jan. 16, 2009	Exams (students excused @ 12:30) (42 days)
Wed. Feb. 4, 2009	Drummond Island Parent/Teacher Conf: 4:30 – 7:30
Fri. Feb. 13, 2009	No School – Teacher In-Service
Mon. Feb. 16, 2009	No School – Mid Winter Break
Wed. March 4, 2009	Drummond Island Parent/Teacher Conf: 4:30-7:30
Th. March 5, 2009	Students Excused @ 12:30
	Drummond Island Parent/Teacher Conf: 1 – 3:30
	DeTour Parent/Teacher Conf: 1-4 p.m./5-7:30
Fri. Mar. 20, 2009	End of 3 <sup>rd</sup> quarter (43 days)
Mon. Mar. 30 (thru)	No School: Spring Break
- Fri. April 3, 2009	
Mon. Apr. 6, 2009	School Resumes
Fri. April 10, 2009	No School: Easter Break
Mon. April 13, 2009	No School: Easter Break
Mon. May 25, 2009	No School: Memorial Day
Th. May 28, 2009	Exams (students excused @ 12:30)
Fri. May 29, 2009	Exams (students excused @ 12:30) (43 days)

**Elem**

**HS**

**Student Time**

164 full days	1067.22 hours instruction	1088.48 hours instruction
7 half days	35 hours professional dev.	35 hours professional dev.
171 total days	1102.22 total hours	1123.48 total hours

T1: 9/2/08 – 11/21/08 (58 days)  
 T2: 11/24/08 – 2/27/09 (57 days)  
 T3: 3/2/09 – 5/29/09 (57 days)

**DETOUR AREA SCHOOL  
 SCHOOL CALENDAR 2009-2010**

Wed. Sept 2, 2009	Teacher In-Service
Th. Sept 3, 2009	Teacher In-Service
Tues. Sept. 8, 2009	School Starts (students excused at 12:30pm)
Fri. Oct. 16, 2009	No School: Teacher In-Service
Fri. Nov. 6, 2009	End of 1st quarter (43 days)
Wed. Nov 11, 2009	Drummond Island Parent/Teacher Conf: 1-3:30
Th. Nov. 12, 2009	Students Excused @ 12:30
Th. Nov. 26, 2009	Thanksgiving Break
Fri. Nov. 27, 2009	Thanksgiving Break
Mon. Dec. 7, 2009	No School: Teacher In-Service
Mon. Dec. 21, (thru) – Fri. Jan. 1, 2010	No School: Christmas Break
Mon. Jan. 4, 2010	School Resumes
Th. Jan. 21, 2010	Exams (students excused @ 12:30)
Fri. Jan. 22, 2010	Exams (students excused @ 12:30) (42 days)
Fri. Feb. 12, 2010	No School – Teacher In-Service
Mon. Feb 15, 2010	No School – Mid Winter Break
Wed. March 3, 2010	Drummond Island Parent/Teacher Conf: 4:30 – 7:30
Th. March 4, 2010	Students Excused @ 12:30
	Dr. Isl Parent/Teacher Conf: 1 – 3:30
	DeTour Parent/Teacher Conf: 1 – 4 p.m./5-7:30 p.m.
Fri. March 26, 2010	End of 3 <sup>rd</sup> quarter (43 days)
Mon. March 29 (thru) Mon Apr 5	No School – Spring Break
Tues. April 6, 2010	School Resumes
Mon. May 31, 2010	No School – Memorial Day
Th. June 3, 2010	Exams (students excused @ 12:30)
Fri. June 4, 2010	Exams (students excused @ 12:30) (43 days)

**Elem**

**HS**

**Student Time**

164 full days	1067.22 hours instruction	1088.48 hours instruction
7 half days	35 hours professional dev.	35 hours professional dev.
171 total days	1102.22 total hours	1123.48 total hours

T1: 9-8-09 – 11-25-09 (57 days)  
 T2: 12-1-09 – 3-5-10 (56 days)  
 T3: 3-8-10 – 6-4-10 (58 days)

**DURATION OF AGREEMENT-ARTICLE XXX**

A. The duration of this Agreement shall be from September 1, **2007** to August 31, **2010**.

**CERTIFICATE OF RATIFICATION-ARTICLE XXXI**

The undersigned, official representative of the Board of Education of DeTour Area Schools and of the Northern Michigan Education Association, hereby certify that the contract language comprising this Agreement has been ratified by a majority vote of the membership of the respective organizations.

**For Northern Michigan Education Association**

**For the Board of Education**

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Schedule D  
Official Grievance Form**

Name of Grievant: \_\_\_\_\_ Date of Filing: \_\_\_\_\_

Acknowledgement by Superintendent: \_\_\_\_\_ Dated: \_\_\_\_\_

State the exact Article number and Paragraph of the current **Master Agreement** which you believe has been violated, misinterpreted or misapplied:

Article No: \_\_\_\_\_ Paragraph No: \_\_\_\_\_

In the space below, relate the details which are pertinent to the grievance:

---

---

---

---

---

Signature of Grievant: \_\_\_\_\_

In accordance with Article XX, Paragraph E, request is hereby made for the Superintendent to meet with the Association to discuss the above grievance.



**Action Taken on Grievance**

Date on which the Superintendent met with the Association: \_\_\_\_\_

As a result of this meeting, the disposition of the grievance is as follows:

---

---

---

---

Signature of Superintendent: \_\_\_\_\_ Dated: \_\_\_\_\_

If the action by the Superintendent does not satisfy the grievant and/or the Association, please complete page 2 and file with the President of the Board of Education

(Page 2 of Grievance Form)

Name of Grievant: \_\_\_\_\_ Date of filing: \_\_\_\_\_

Acknowledgement by Board President: \_\_\_\_\_ Dated: \_\_\_\_\_

State the exact Article number and Paragraph of the Current **Master Agreement** which you believe has been violated, misinterpreted or misapplied:

Article No: \_\_\_\_\_ Paragraph No: \_\_\_\_\_

In the space below, relate the details which are pertinent to this grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



The grievant and/or Association met with the Superintendent on the date of: \_\_\_\_\_

The grievance was not satisfactory resolved as a result of the meeting, and action is hereby requested of the Board of Education in accordance with Article XX, Paragraph F of the current **Master Agreement**.

Date of Board meeting at which grievance was discussed: \_\_\_\_\_

Board members present:

MEA representatives present:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following action was taken by the Board:

Motion by: \_\_\_\_\_ and supported by: \_\_\_\_\_ that the grievance under consideration is hereby:

Upheld: \_\_\_\_\_ or Denied \_\_\_\_\_

Yeas:

Nays:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Motion is: \_\_\_\_\_.

If upheld, the following remedy is hereby authorized:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Board President \_\_\_\_\_