

MASTER AGREEMENT

between the

NORTHERN MICHIGAN EDUCATION ASSOCIATION/

DETOUR EDUCATION ASSOCIATION

and the

DETOUR AREA SCHOOLS BOARD OF EDUCATION

September 1, 2016 to August 31, 2018

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

PREAMBLE

This Agreement entered into this 1st day of September, 2016, by and between the Board of Education of the DeTour Area Schools, DeTour Village, Michigan, hereinafter called the "Board" and the Northern Michigan Education Association/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, 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 five (5) 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.

PAYROLL DEDUCTIONS-ARTICLE IV

- A. 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.

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 find a program 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 high school and middle school classes begin at 8:25. The elementary and academy classes will begin at 8:20 a.m. The high school and 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 st hr	2 nd hr	3 rd hr	4 th hr	Lunch	5 th hr	6 th hr	7 th 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. The administration may deem when a Parent-Teacher conference is necessary, providing that notice of such conferences shall be given at least twenty-four (24) hours in advance.

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 report to the school building on whichever side of the river they are on. Students will be transported to the closest school and teachers will be expected to conduct classes from that building. Failure to do so shall result in the forfeiture of one (1) day's personal leave or 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. All teachers shall be informed of their tentative teaching assignment for the forthcoming year not later than July 31. If a change in assignment arises due to an emergency after July 31, every effort shall be made by the Board to notify teachers of the changes.
- D. 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.
- E. Teachers shall not be required to perform extra duties outside the school day, unless part of their teaching or extra-curricular assignments.
- F. 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.

- G Upon the recommendation of the Superintendent and prior approval of the Board, a teacher who teaches during his/her preparation periods or teaches before or after school, shall receive an hourly compensation based on that teacher's salary prorated. The hourly compensation will be calculated using the following formula: Hourly rate equals the teachers compensation based on their position on the salary scale divided by the teacher contracted days divided by seven hours.

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 make reasonable effort within the school day to assist the Principal to improvise special makeup work for students who are suspended for disciplinary purposes or who are on vacation.
- 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.

SENIORITY LIST-ARTICLE XI

- A. Seniority shall be defined as continuous service as a teacher under this or previous Master Agreements between the Northern Michigan Education Association/DeTour Education Association and the DeTour Area Schools Board of Education.
 - 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 begin 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 challenge and present evidence of necessary

changes. Such changes shall be made by October 15 and a final list shall be issued by November 1.

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. Such requests shall be reviewed and responded to in writing within thirty (30) days of receipt of such request.

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 shall be consistent with federal law.
- 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

- A. The state mandated Health Insurance Caps shall be in place beginning July 1, 2013.
- B. Teachers will be provided MESSA Choices II for both PAK A and PAK B with a \$500/\$1000 deductible – Saver Rx prescription coverage.
- C. Effective January 1, 2014, members will have the option to switch to MESSA ABC Plan 1. The cost including pre-funding will be subject to the Health Insurance Caps for the whole fiscal year.
- D. For those selecting the Health Saving Account (HSA), the HSA will be pre-funded for five (5) months, then three (3) more months in June and then four (4) months in September. Starting in January, 2015, the HSA will be pre-funded quarterly.
- E. Persons not electing Health Insurance will be provided with \$475 per month in benefit dollars.
- F. Persons electing PAK B insurance will pay 10% of the premium.
- G. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

TEACHER RIGHTS-ARTICLE XVI

- 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 be entitled to full compensation for lost wages unless he is found criminally or civilly liable for any act of omission related to his employment, in which case no compensation shall be paid. This shall not apply to teachers suspended without pay for acts of wrongdoing.
- C. All formal complaints regarding a teacher shall be in writing and shall be promptly called to the teacher's attention to the extent permitted by law. 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 for reason that are arbitrary or capricious. 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 XVII

- 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 XVIII

- 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, 2018, 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 XIX

- 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 preemptorily 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, provided it pays for the record and make a copy available to the other party

and to the arbitrator. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

1. The termination of services of or failure to re-employ any probationary teacher;
 2. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
- 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 XX

- 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, reimbursement not to exceed \$500 per graduate credit hour, 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 XXI

- 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 School District, 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. Upon termination of employment after ten or more years with DeTour Area School District, if the employee is eligible for retirement benefits under existing law governing retirement of Michigan Public School Employees, the employee will receive a payment for each accumulated sick day using the pay rate of \$75 per day.

MISCELLANEOUS PROVISIONS-ARTICLE XXII

- 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 post on the school website a copy of this Agreement.
- 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. Teachers laid off will retain accumulated sick leave, subject to recall, for a period of three (3) 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.
- J. When DeTour Area Schools acts as an Education Service Provider for another district, the contract established by the Northern Michigan Education Association/DeTour Education Association and DeTour Board of Education will be in effect with the exception that the contracting district may assign up to 3 consecutive grade levels to one room.
- K. Any indication in this contract where teachers will be notified in writing shall be satisfied by mailing the same to the teachers last known address by first class mail and or a return receipt email and/or personal delivery.
- L. The President of the Association shall be furnished with an electronic copy of the Board Packet which will include, but not limited to:
 - a. The minutes from the previous meeting to be approved, including special meetings and committee meetings;
 - b. Copy of the agenda;
 - c. NEOLA policy updates and guidelines to be addressed.

President of the Association shall also be notified when committee meetings will be held in a timeline in accordance to the open meeting act.

INTERNET USE – ARTICLE XXIII

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. If District-Wide SIP Committee (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.

- D. Copies of all site SIP reports, minutes, and recommendations shall be provided to the Association president and the DWSIPC by the SSIPC chairperson.
- E. The DWSIPC shall approve any training provided with regard to SIP.
- F. SIP committees shall not address wages, fringe benefits, individual teacher performance, and contract grievances.
- G. The Board and/or Administration will notify the Association as soon as possible of any intent to develop, explore, or begin a SIP.
- H. **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.

MENTOR TEACHER – ARTICLE XXV

- 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. Participation as a Mentor Teacher shall be voluntary.
- C. 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.

- D. Mentor teachers shall be paid 1% on the BA salary schedule at the Mentor's Step for each mentee they accept.

PROFESSIONAL COMPENSATION – ARTICLE XXVI

- 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.

- B. New teachers may be allowed up to five (5) years of previous experience in a state certified K-12 school District as degree teachers for salary purposes.

- C. 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.

- D. 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.

- E. 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.

- F. An Emergency Manager appointed by law may reject, modify, or terminate this Agreement as provided by law. By signing this agreement, the union does not agree or acknowledge that this provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable.

Salary Schedule for 2015-16

Step	BA	BA+	MA	MA+
1	\$32,367	\$33,341	\$35,117	\$36,521
2	\$33,694	\$34,707	\$36,559	\$38,019
3	\$35,043	\$36,092	\$38,020	\$39,541
4	\$36,446	\$37,538	\$39,542	\$41,121
5	\$37,901	\$39,040	\$41,121	\$42,767
6	\$39,417	\$40,602	\$42,768	\$44,477
7	\$40,996	\$42,226	\$44,478	\$46,255
8	\$42,634	\$43,915	\$46,255	\$48,109
9	\$44,340	\$45,670	\$48,110	\$50,032
10	\$46,115	\$47,499	\$50,033	\$52,032
11	\$47,957	\$49,420	\$52,033	\$54,114
12	\$49,875	\$51,376	\$54,116	\$56,277
13	\$51,872	\$53,428	\$56,279	\$58,530
14	\$53,947	\$55,567	\$58,530	\$60,871
15	\$56,104	\$57,789	\$60,874	\$63,306
17	\$58,348	\$60,098	\$63,307	\$65,837
20	\$59,515	\$61,301	\$64,573	\$67,154
23**	\$60,705	\$62,527	\$65,864	\$68,498
26	\$59,515	\$61,301	\$64,573	\$67,154

** You can request to go to this step any time after year 22. After three years you will automatically go to step 26

2016-17 1% + steps + \$2000 Stipend
 2017-18 1% + steps + revenue sharing

Income used in the revenue sharing formula will be

- Local property tax – Drummond, DeTour & Raber
- Interest on Delinquent Taxes
- Other Taxes
- Interest on Investments

For the 2017-2018 school year, the revenue sharing amount will be determined after the agreed list of revenue sources are reviewed in collaboration between the Association and the Superintendent. Half of the increase in revenue will be divided equally among the teaching staff.

Stipends will be paid the pay period prior to Spring Break each year.

Salary Schedule for 2016-17

Step	BA	BA+	MA	MA+
1	\$32,691	\$33,674	\$35,468	\$36,886
2	\$34,031	\$35,054	\$36,925	\$38,399
3	\$35,393	\$36,453	\$38,400	\$39,936
4	\$36,810	\$37,913	\$39,937	\$41,532
5	\$38,280	\$39,430	\$41,532	\$43,195
6	\$39,811	\$41,008	\$43,196	\$44,922
7	\$41,406	\$42,648	\$44,923	\$46,718
8	\$43,060	\$44,354	\$46,718	\$48,590
9	\$44,783	\$46,127	\$48,591	\$50,532
10	\$46,576	\$47,974	\$50,553	\$52,552
11	\$48,437	\$49,914	\$52,553	\$54,655
12	\$50,374	\$51,890	\$54,657	\$56,860
13	\$52,391	\$53,962	\$56,842	\$59,115
14	\$54,486	\$56,123	\$59,115	\$61,480
15	\$56,665	\$58,367	\$61,483	\$63,930
17	\$58,931	\$60,699	\$63,940	\$66,495
20	\$60,110	\$61,914	\$65,219	\$67,826

Salary Schedule for 2017-18

Step	BA	BA+	MA	MA+
1	\$33,018	\$34,011	\$35,823	\$37,255
2	\$34,371	\$35,405	\$37,294	\$38,783
3	\$35,747	\$36,817	\$38,784	\$40,336
4	\$37,179	\$38,293	\$40,337	\$41,948
5	\$38,663	\$39,825	\$41,948	\$43,627
6	\$40,209	\$41,418	\$43,628	\$45,371
7	\$41,820	\$43,075	\$45,372	\$47,185
8	\$43,491	\$44,798	\$47,185	\$49,076
9	\$45,231	\$46,588	\$49,077	\$51,038
10	\$47,042	\$48,454	\$51,039	\$53,078
11	\$48,921	\$50,413	\$53,079	\$55,202
12	\$50,877	\$52,409	\$55,204	\$57,408
13	\$52,915	\$54,502	\$57,410	\$59,706
14	\$55,031	\$56,684	\$59,706	\$62,095
15	\$57,232	\$58,951	\$62,098	\$64,578
17	\$59,521	\$61,306	\$64,579	\$67,160
20	\$60,711	\$62,533	\$65,871	\$68,504

SUPPLEMENTAL SALARIES-ARTICLE XXVII

A. Supplemental Salaries for extra-curricular activities will be based on a stipend fee as a contracted service and will be paid the following amounts:

POSITION	AMOUNT
Varsity Coaches – Basketball and volleyball	\$3000
JV Coaches – Basketball and Volleyball	\$2000
Varsity Track and Golf	\$2000
Jr. High Basketball, Volleyball, Track, Golf, CC	\$750
Elementary Basketball	\$750
Class Advisors – Freshman/Sophomore	\$350
Class Advisors – Junior/Senior	\$500
National Honor Society	\$750
Yearbook	\$1000

All coaches will be paid at the end of the season and all advisor positions will be paid at the end of the year. Yearbook will be paid upon completion of the yearbook.

The Music teacher will be compensated at a rate of \$800 per year for Music Performances and Events as well as Jazz Band during basketball season.

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

Continuity of Expertise Master Teacher Pay.

In collaboration with administration and upon approval of the Superintendent of schools, a teacher may propose a one-year project. The project is an opportunity to share their expertise to students, colleagues, parents, or administration, prior to retiring from Detour Area Schools. This “Continuity of Expertise” helps to promote high standards and academic consistency for future generations within the school community. Upon approval of the Superintendent and completion of the project the teacher shall receive a one time “Master Teacher Payment” of \$12,000. The master skill or expertise proposal and acceptance will be agreed upon between the administration and the Association member by November 1 of the calendar year prior to retirement. Retirement must be fulfilled within the following calendar year. Association members that have already received pay from the step 23 of the 2013-16 contract may opt to request master teacher payment of \$8,000. Anyone who has begun receiving pay at step 23 will be allowed to receive, in totality, three full years at this rate before returning to step 20.

SCHOOL CALENDAR-ARTICLE XXVIII

Calendar for 2016-17

August 29	Professional Development Day
August 30	Teacher Work Day
August 31	Professional Development Day
September 6	First Day of School (1/2 Day)
September 28	1/2 Day Students—PD afternoon
October 26	1/2 Day Students—PD afternoon
November 4	End of 1st Quarter
November 9	Parent Teacher Conferences 4 – 6:30 Drummond Island
November 10	1/2 Day for Students – Parent Teacher Conferences 1:00 – 4:00 All Schools & 5- 7:30 DATA and DeTour Middle/High
November 15	No School—Opening Day of Deer Season
November 23	1/2 Day Students and Staff
November 24	No School – Thanksgiving Day
November 25	No School – Friday after Thanksgiving
December 9	1/2 Day Students and Staff
December 22 – January 2	No School – Christmas Break
January 3	School Resumes
January 19	1/2 Day of School – Exams
January 20	1/2 Day of School – Exams – End of 2 nd Quarter
January 25	1/2 Day Students - PD afternoon
February 8	Parent Teacher Conferences 4 – 6:30 Drummond Island
February 9	1/2 Day for Students – Parent Teacher Conferences 1:00 – 4:00 All Schools & 5- 7:30 DATA and DeTour Middle/High
February 17	1/2 Day Students and Staff
February 24	1/2 Day Students—PD afternoon
March 15	1/2 Day Students—PD afternoon
March 24	1/2 Day Students and Staff - End of 3 rd Quarter
March 27 – March 31	No School – Spring Break
April 3	School Resumes
April 14	1/2 Day Students and Staff
April 26	1/2 Day Students—PD afternoon
May 29	No School – Memorial Day
June 5	1/2 Day of School – Exams
June 6	1/2 Day of School – Exams
June 7	1/2 Day of School—Exams—End of 4th Quarter

Calendar for 2017-18 will be finalized by March 24, 2017

DURATION OF AGREEMENT-ARTICLE XXIX

A. The duration of this Agreement shall be from September 1, 2016 to August 31, 2018.

CERTIFICATE OF RATIFICATION-ARTICLE XXX

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 A
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 _____