MASTER AGREEMENT

between

DOLLAR BAY-TAMARACK CITY AREA SCHOOLS BOARD OF EDUCATION

and the

DOLLAR BAY EDUCATION ASSOCIATION
COPPER COUNTRY EDUCATION ASSOCIATION

July 1, 2024-June 30, 2027

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ARTICLE 1: RECOGNITION

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

ARTICLE 2: BOARD RIGHTS

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the academic activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions of their continued employment; or their dismissal, and to promote and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities.

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

C. An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided within the Local Government and School District Fiscal Accountability Act.

ARTICLE 3: ASSOCIATION RIGHTS

A. The Association has the right to information as provided by the law.

B. The Association and its members shall have the right to use school building facilities provided this use is requested of the Superintendent and does not:

1. Require after hour use that will incur extra maintenance or service costs;
2. Interfere with school hours or scheduled activities;
3. Violate any terms or conditions set by the Board and/or the Superintendent in designating when and where the facilities may be used for such purpose.

C. Teachers' mail boxes may be used for the distribution of Association literature.

D. No later than September 30, designated Association representatives will be given shared access to a complete listing of all bargaining unit staff that includes the following:

1. First and last name
2. Start date of employment
3. FTE, step, and lane placement and annual salary
4. Position assigned
5. Work email address and personal email address, as provided
6. Home mailing address
7. Home and cell phone number, as provided

This sheet will be updated within 30 days of any new hire.

E. Any termination of employment, placement on layoff, or placement on leave of absence shall be reported to the designated Association representatives, including the termination date, via email, within five business days of the member’s last day of employment or first day of leave.

ARTICLE 4: VACANCIES AND PROMOTIONS

Administration makes placement decisions when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, Classroom Teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:

A. Staffing with the most effective and qualified classroom teachers to instruct the applicable courses and grades.

B. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, and other applicable statutes and regulations.

C. Classroom Teacher placement decisions must be made based on effectiveness criteria established in Revised School Code Section 1249.

D. Classroom Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

1. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
2. Credentials needed for District, school, or program accreditation;
3. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the Classroom Teacher's effectiveness in that assignment and is integrated into instruction;
4. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
5. Disciplinary record, if any;
6. Length of service in a grade level(s) or subject area(s);
7. Recency of relevant and comparable Classroom Teaching assignments;
8. Previous effectiveness ratings;
9. Attendance and punctuality;
10. Rapport with colleagues, parents, and students;
11. Ability to withstand the strain of teaching;
12. Compliance with state and federal law; and/or
13. Other non-arbitrary or capricious reasons.

E. Length of service may be considered as a tiebreaker if a Classroom Teacher placement decision involves 2 or more Classroom Teachers and all other factors distinguishing those Classroom Teachers from each other are equal.

F. The administration has discretion to involuntarily transfer a Classroom Teacher into a position for which they are certified or qualified for a reason that is not arbitrary or capricious.

G. All vacancies occurring within the bargaining unit shall be posted via email to each bargaining unit employee. Positions will not be filled for five days, unless extenuating circumstances necessitate a shorter timeline, and an agreement to this effect between the union and board/administration has been reached.

ARTICLE 5: SICK LEAVE

A. Allowance shall be ten (10) sick days per year with 180 days accumulation. Sick leave may be utilized subject to the following conditions:

1. Personal illness or disability of the employee or their spouse or child of the same household.
2. A teacher may use sick leave for dental work, eye exam or diagnostic work for him/herself, spouse, or children which cannot be scheduled at any other time or is of an emergency nature. The Superintendent, upon request, may require a statement from the attending health care provider attesting to the above condition. A bargaining unit member on FMLA leave may choose to use their accumulated sick leave concurrently with their FMLA leave.
3. A teacher may use ten (10) days of sick leave per year for illness of their immediate family other than the spouse or child. If the teacher should require more than 10 days of sick leave for this purpose, the teacher will present the Superintendent with a statement from the attending health care provider attesting to the need for the teacher's absence.
4. “Immediate family” for the purposes of this article, shall mean a biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis; a biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of the employee or the employee’s spouse, or an individual who stood in loco parentis when the employee was a minor child; an individual to whom the employee is legally married; a grandparent or grandchild; and a biological, foster, or adopted sibling.

B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workers’ Disability Compensation Act, shall receive from the Board for the remainder of the school year, the difference between disability benefits provided by the Michigan Workers’ Disability Compensation Act and the sick leave benefits herein provided. To the extent that the Board makes payment to a teacher for that portion of their salary not reimbursed under the Workers’ Disability Compensation Act, said partial payments shall be charged prorated against the teacher's accumulated sick leave days and said payment shall continue for the remainder of the school year after the teacher's sick leave days have been exhausted without the teacher incurring any debt from future years' sick leave.

C. A teacher absent due to approved sick leave during the school day will be considered absent for sick leave purposes for 1.0 unit per 76-minute class period (or 0.5 units per 38-minute half-period).

D. The Board reserves the right to require a teacher to obtain an appropriate health care provider's certificate as evidence of illness. If the teacher's insurance coverage does not pay for the necessary charges to obtain such evidence, the Board will pay for such expense.

E. The Association agrees that abuse of sick leave or personal leave policy as stated herein, is contrary to professional behavior.

F. When a teacher has reached the maximum accumulated days allowable in this article, the Board shall pay at the end of each school year, $30 per day up to fifteen (15) for each unused sick day beyond the maximum accumulation.

G. In the event of a snow day or school closure day, if a teacher has requested a sick day, the teacher will not be charged with a sick day.

H. In the event of a reorganization, consolidation or annexation of the Dollar Bay-Tamarack City Area Schools, the Board shall make payment of accumulated sick leave to teachers within thirty (30) days of the last day of his/her contract year with the District, provided said teacher has been an employee of the District for a period of at least five (5) consecutive years prior to being terminated, and provided said teacher is not employed by the Dollar Bay-Tamarack City Area Schools or the receiving district(s) within thirty (30) days after the expiration of the contract after the effective date of said reorganization. Payable sick leave shall be capped at the maximum allowable accumulation and shall be paid at $30 per day.

If a bargaining unit member is hired by a receiving district, the Board shall guarantee 50% of the member's accumulated sick leave at the rate of $30 per day less the number of days granted by the receiving district on the first day of the member's employment.

I. A sick leave bank will be established by bargaining unit members from their accumulation of unused sick days. The sick leave pool shall not exceed an accumulation of 60 days. The pool shall be created by voluntary contributions from members' accumulated sick leave.

A committee composed of two members of the Association and two members of the Administration (or one administrator and one board member or designee) shall administer the pool of unused sick leave days generated by this process. The use of pool sick leave days shall be limited to major catastrophes and shall not be used for maternity leave or childcare purposes unless associated with a health care

problem. Sick leave pool days cannot be used for retirement purposes and the granting or denial of the use of sick leave pool days shall not be subject to the grievance procedure.

If the sick leave bank is depleted, the Association membership shall be provided with an opportunity to replenish the bank by an agreed upon voluntary contribution of Association members' accumulated sick leave. An individual member may not draw more than 60 days from the bank during a given school year.

Upon depletion of his or her personal sick days, personal days, and FMLA Leave, a bargaining unit member may make a written application to the committee to utilize sick leave pool days. Reports on the status of this sick leave pool, including the number of days remaining, will be provided to the Association upon request.

J. Retirement Unused Sick Leave Pay – Upon retirement from the Dollar Bay-Tamarack City Area Schools, the Board shall pay employees $40 per day for unused sick leave. In order to be eligible, the teacher must terminate employment through the retirement system.

K. A teacher absent from work because of mumps, scarlet fever, measles, chicken pox, whooping cough, or head lice shall suffer no diminution of compensation and shall not be charged with sick leave up to ten (10) consecutive school days of absence.

ARTICLE 6: PERSONAL AND ASSOCIATION LEAVE

A. At the beginning of each school year, each teacher shall be credited with three (3) personal days. These days shall be used at the teacher's discretion and no reason need be given. A teacher planning to use a personal day or days shall notify his immediate supervisor at least two (2) days in advance, except in cases of emergency. A personal day before or after a holiday or vacation period will be granted only at the discretion of the administration. Any personal days which are not used during the school year in which they are earned will accumulate to a maximum of five (5) days to start the next school year. Any personal days which are not rolled into the five (5) allowable days to start the next school year will accrue to sick leave accumulation at the end of the fiscal year. In the event of a snow day or school closure day, if a teacher has requested a personal day, the teacher shall not be charged with a personal day.

B. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding shall be paid their full salary, less other pay received for such time spent on jury duty or giving testimony, except when a teacher is involved in any case between the Association and the Board

in which event the losing party shall pay the teacher's salary. Teachers shall return to school within one hour after dismissal from jury duty.

C. At the beginning of every school year, the Association shall be credited with three (3) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The Association will be allowed to have two (2) teachers absent concurrently. Additional teachers shall be granted Association leave at the same time if substitute teachers are available. If the seven (7) Association days are spent, officers or agents of the Association will be given an option to "buy" five additional Association days at a substitute teacher's daily rate of pay.

D. In the event of death in the immediate family, the association member may take a maximum of five bereavement days, to be charged to the District. Up to five more days may be taken, counted against the association member's sick leave. "Immediate family" shall mean a biological, adopted, or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis; a biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of the employee or the employee's spouse, or an individual who stood in loco parentis when the employee was a minor child; an individual to whom the employee is "legally married under the laws of any state"; a grandparent or grandchild; and a biological, foster, or adopted sibling, or any relative living under the same roof and wholly dependent upon the employee for support. The member will be granted one (1) day to attend the funeral of a friend or relative.

E. Unused Personal Leave Pay - Upon a teacher's retirement from the DB-TC Area Schools, the Board shall pay at the end of employment $50 per day of unused personal leave.

ARTICLE 7: LEAVE OF ABSENCE

A. Leave of absence without pay for periods of up to one year may, at the sole discretion of the Board, be granted a teacher without loss of salary increment and where proper replacements are available, for: studies relating to the teacher's field; studies to meet eligibility requirements for a license not held by a teacher; study, research, or special teaching assignments involving advantage to the school system; or personal reasons.

B. Military leave of absence shall be granted without pay to any teacher who shall be inducted or be required to serve military duty in any branch of the armed forces of the United States consistent with legal requirements.

C. Upon written application, a leave of absence up to one year without pay shall be granted to any teacher for the purpose of child care. The administration shall be notified of such a leave at least thirty (30) school days prior to commencement of the leave except in cases of extreme emergency. The child shall be the natural or adopted child of the teacher. The leave request shall state the date or the circumstances upon which the leave will commence and the length of the leave.

1. If the absence exceeds forty-five (45) school days in one semester or thirty-five (35) days in one trimester, the Board reserves the right to delay reinstatement until the start of the next semester or trimester.
2. A pregnant teacher may request said leave, any time after confirmation of pregnancy by the doctor, if complications are present and the mother is advised by the attending health care provider to take leave.
3. In the event of miscarriage or death of the object child of the leave, the leave of absence may be terminated within one week after receipt of written request, except as in Item 1 above.
4. The granting of such leave shall in no way interrupt seniority and rights attendant thereto. Seniority time, experience credit or benefits of this contract will not be accrued or available during said leave except as stated in Item 7 below.
5. Failure to return from a child care leave on the date specified shall be deemed a resignation, unless prior to the date specified as the end of the leave, the teacher requests additional child care leave and is granted such by action of the Board.
6. The leave will be terminated prior to the specified ending date within one week after receipt of written request, except as stated in item 1 above.
7. The Board agrees to pay full fringe benefits as permitted by law for the duration of the leave, provided that the leave does not exceed sixty (60) days.

D. It is the responsibility of the teacher on leave to inform the superintendent of his/her intent to return to work at least sixty (60) days before September 1 of the ensuing school year. Failure to provide such notification will indicate termination of the contract.

E. A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be concurrently granted to eligible teachers in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by the FMLA. Such purposes include:

1. Because of and to care for the teacher's child upon birth or placement for adoption or foster care. Entitlement to leave under this circumstance shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement of the child.
2. To care for the teacher's biological, adopted or foster child, stepchild or legal ward, or child to whom the employee stands in loco parentis; biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of the employee or the employee's spouse, or an individual who stood in loco parentis when the employee was a minor child; an individual to

whom the employee is "legally married under the laws of any state;" a grandparent or grandchild; and a biological, foster, or adopted sibling who has a serious health condition.

3. Because of a teacher's own serious health condition that makes the teacher unable to perform the functions of the teacher's position.

To be eligible for FMLA leave, a teacher must be employed full time at least twelve (12) months, and meet any other eligibility criteria of the FMLA for the particular type of leave. During the period of FMLA leave, the teacher shall utilize accrued sick and personal leave, and the teacher's health insurance benefits shall be continued as required by the FMLA, subject to Section 104(2) of the FMLA.

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

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

ARTICLE 8: GRIEVANCE PROCEDURES

A. A grievance is a claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been an alleged violation of the expressed terms of this Agreement. The primary purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances which are alleged to be a breach of contract, except that the following matters shall not be the basis of any grievance filed under the procedure outlined in the Article:

1. The termination of services of or the non-renewal of any probationary teacher;
2. The discharge or demotion of a tenured teacher;
3. The discharge or termination of any teacher from an extra duty position.
4. The content of an evaluation or an individualized development plan.
5. Any claim or complaint for which there is a more appropriate procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of the Public Acts, Extra Session, of 1937 of Michigan, as amended). The court system is not included in this exclusion.

B. The sole remedy available to any teacher for an alleged breach of this agreement or his right hereunder will be pursuant to the grievance procedures hereinafter outlined; provided, however, that nothing contained herein will deprive any teacher of any legal rights which he presently has provided

further that if a teacher elects to pursue any statutory or legal remedy, such election will bar any further or subsequent proceedings under this article.

C. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties; provided however, if both parties agree to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

D. Any individual employee at any time may present grievances to his employer and have the grievances adjusted without the intervention of the bargaining representative, if the adjustment is consistent with the terms of the collective bargaining agreement then in effect, if the bargaining representative has been given the opportunity to be present at such adjustment.

E. No settlement will be retroactive before the beginning of the school year in which the grievance was filed.

F.

Step One: Within twenty (20) school days of the alleged contract misinterpretation, misapplication, or misunderstanding, or the discovery thereof, the teacher shall hold a discussion with their building principal, whereupon if a solution is not reached after an informal discussion with the building principal, the teacher shall file a grievance in writing with their principal on the grievance report form. (Appendix D). The building principal or supervisor shall have ten (10) school days to reply in writing; otherwise, the grievance shall automatically move to Step 2. However, if answered, the teacher may appeal to the superintendent (or board, if Step 2 is being skipped) within five (5) school days after receiving said answer or the grievance shall be considered abandoned.

Step Two*: The Superintendent shall hold a meeting within five (5) school days and, if no solution is reached, the Superintendent shall have five (5) school days in which to answer in writing, otherwise the grievance shall automatically move to Step Three: however, if answered, the teacher ~~shall~~ may appeal within five (5) school days after receiving said answer to the School Board or the grievance shall be considered abandoned.

**If the building principal is also the superintendent, Step Two will be skipped; any appeal following the superintendent-principal's official response in Step One shall be submitted to the Board within five school days of the receipt of the superintendent-principal's written response or the expiration of ten days, if no written response is provided.*

Step Three: Upon a grievance reaching the Board, it shall, at the next Board meeting, set the matter for hearing and within five (5) school days decide the grievance as a Board and in writing.

Step Four: Within twenty (20) school days, if the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the Association may notify the Board of its intent to pursue the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Without waiving their appeal rights, both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

G. The powers of the arbitrator are subject to the following limitations:

1. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act on the grievance until, if arbitrability is challenged, he/she has first ruled on the arbitrability of the grievance. If the arbitrator rules that the grievance is not arbitrable it shall be referred back to the parties without decision or recommendation on its merits.
2. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
3. The arbitrator shall have no power or authority to rule upon:
    a) The termination of services or the non-renewal of any probationary teacher.
    b) The discharge or demotion of a tenured teacher.
    c) The discharge or termination of a teacher from an extra duty position or the decision not to renew a teacher's contract for appointments to an extra duty position.
    d) The content of an evaluation or an individualized development plan.
    e) Any claim or complaint for which there is a more appropriate procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of the Public Acts, Extra session, or 1937 of Michigan, as amended). The court system is not included in this exclusion.
    f) Any subject that is prohibited by section 15(3) of PERA.

H. The cost of the arbitrator shall be borne equally by the parties except such party shall assume its own cost for representation including any expense of witnesses.

MISCELLANEOUS PROVISIONS:

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

ARTICLE 9: CLASSROOM CONDITIONS

A. Teachers shall report to school as indicated on the agreed-upon school calendar.

B. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility and will give full support and assistance to teachers with respect to the maintenance and control of discipline in the classrooms, except when it is evident that the teacher has conducted himself/herself in an unprofessional manner.

C. The Board will reimburse a teacher up to $1,000 for any malicious damage or destruction to clothing or personal property arising out of the performance of his/her duties and so proven, if such loss is not covered by the individual's insurance.

D. The Board in its sole discretion will provide legal counsel, if required, for the defense of any teacher in any proceeding which arises out of any reasonable disciplinary action taken by the teacher against a student, providing that the action has been deemed justifiable by the Board.

E. The Board recognizes the need in each school for adequate lunchroom, restroom, and private lavatory facilities and at least one room of adequate size appropriately furnished with facilities for refreshment which shall be used as a faculty lounge.

F. Classroom Conditions: It is recognized by the Board and the Dollar Bay Education association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class size at a safe and acceptable number, as dictated by the financial condition of the district, the building facilities available, and the best interest of the students as deemed by the Board.

ARTICLE 10: TEACHING LOADS AND ASSIGNMENTS

A. The normal weekly teaching load in the senior and junior high school will be twenty (20) teaching periods and five (5) unassigned preparation periods.

B. The normal weekly teaching load in the elementary school will be forty (40) teaching periods and ten (10) unassigned preparation periods.

C. In addition to the hours and periods referred to, each teacher will be allowed at least a consecutive 30-minute period daily for lunch, which period will be duty-free; any change to the 30-minute lunch shall be negotiated with the Association.

D. Teachers shall serve as substitutes during their preparation periods only if it is agreeable with the teacher. The administration shall keep an accurate accounting of all such substitutes.

Any teacher who agrees to substitute during a preparation period for a teacher who is absent shall be paid at the rate of $31 per 76-minute period ($15.50 for a 40-minute period) or may choose to accumulate one period of personal leave time/“comp time.” Personal leave time so accumulated must be used during the current school year. At the end of each school year, the teacher shall be paid for unused hours of accumulated personal leave time at the above rate.

E. Faculty attendance at the annual Open House for elementary teachers and the annual before-school orientation night for middle/high school teachers and Parent-Teacher Conferences is required.

F. Independent Studies

1. All independent studies shall be scheduled by the high school principal with the agreement of the teacher involved.

2. Independent studies shall be given only in subjects offered in the secondary curriculum except upon agreement between the Association and Administration. Requirements for the independent study shall not differ greatly from those of the regular class.

3. Teachers conducting an independent study shall be paid $500 per student per trimester, not to exceed five (5) students per teacher per trimester. In order for payment to be made, the length of the independent study must be more than one-half a trimester. (An independent study is a program of individualized instruction taking place outside the regular scheduled class time under the supervision of a staff member. It involves additional teacher time in preparation, instruction, and evaluation.)

G. The school day begins at 8:25 a.m. and ends at 3:30 p.m.

One of the elementary recess periods each day will be supervised on a fair and rotational basis by the elementary faculty. Teachers will help supervise the playground when other personnel are not available on an emergency basis.

Elementary teachers receive five (5) units of preparation time weekly. Preparation time schedule is assigned by the principal and time shall be scheduled in meaningful blocks.

Teachers are to be in the building fifteen (15) minutes before the scheduled start of school and in the vicinity of their classrooms five (5) minutes before their classes are scheduled to begin and are to remain in the building and in the vicinity of their classrooms three (3) minutes after students are dismissed.

H. Teachers who agree to hall supervision or gym monitoring (in the high school building) during the time scheduled for lunch each day shall be compensated at a rate of 12.25/30 minutes, plus a hot lunch, if desired.

I. Teachers shall not leave the school building during the school day, except during lunch hour, without notifying their principal.

J. Teachers who agree to supervise students outside of the regular class schedule for make-up study sessions or disciplinary purposes such as lunch detention which have been approved by the administration, shall be compensated at a rate of 12.25/30 minutes, plus a hot lunch, if desired.

K. As a courtesy, working class schedules will be provided to the staff by June 30 when possible, but no later than August 1, prior to the school year (unless there are extenuating circumstances, such as incomplete hiring), with the understanding that changes may occur based on late hires or fiscal or staff uncertainties.

L. IEP meetings shall to the extent reasonably possible be scheduled at a time that is also agreeable with the primary teacher in the area of disability or primary general education teacher. Teachers who participate in IEP meetings before or after school shall be paid a stipend of $15.00. The maximum number of Dollar Bay teachers compensated at an I.E.P. is two (2).

M. All teachers shall attend one (1) staff meeting called by administration per month after school without additional compensation. Limit of 45 minutes for meeting. Absences must be pre-approved by the principal. Because staff meetings are required, teachers shall use personal time if they must miss more than one staff meeting that was scheduled at the start of the school year, unless an urgent situation such as teacher or family illness occurs.

N. Faculty attendance at professional development/inservice days that are to be counted as student contact time or are otherwise required by law or regulation is mandatory. It is understood that teacher attendance requirements must be met for such PD in order for the district to be able to count the day and retain state funding.

O. The district office will strive to provide teachers their individual contracts in the month of September of each new school year.

ARTICLE 11: PAYMENT OF ITEMS

A. It shall be the responsibility of teachers to pay for any items which they order without obtaining proper authorization and it shall be the responsibility of the teachers to pay for items which are kept beyond the examination period without authorization to do so.

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

ARTICLE 12: PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this agreement are set forth in Appendix A, which is attached to and incorporated in the Agreement. Such salary schedule shall remain in effect during the designated periods.

B. All non-CTE teachers may be given full credit on the salary schedule set forth in Appendix A for up to ten (10) years of teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by the recognized accrediting agency.

C. Effective September 1, 2011, all employees shall be paid according to the Appendix A Salary Schedule. A full-time weekly teaching position consists of 20 teaching units (76 minutes each) and 5 unassigned preparation units (76 minutes each). A unit shall be defined as 76 minutes. Part-time salaries shall be determined by assignment.

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

E. Pay periods shall be bi-weekly making a total of twenty-six (26) per year (27 pay periods may apply from time to time, in which case the business office will notify teachers prior to the first payment). This shall be the default compensation option. Upon request, a teacher shall receive salary paid in twenty-one (21) pay periods over the school year. Teachers will sign a form indicating their preference for a payment schedule other than the twenty-six (26) pay period schedule during the first week of school. Teachers on a twenty-six pay period schedule may, upon request, receive all summer pay on the twenty- second pay period. Such requests must be made to the district office no later than May 1.

F. To encourage teachers to remain current and pursue excellence in their content areas, the Board will provide reimbursement of up to $50 per year per teacher for membership in recognized and pre-approved professional organizations.

G. Teachers successfully progressing on an approved MDE path to certification are to be paid and receive the same health and PTO benefits as the fully certified teaching staff.

ARTICLE 13: EXAMINATION

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

ARTICLE 14: SEVERABILITY

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

ARTICLE 15: SENIORITY

A. Seniority: New employees hired into the unit shall be considered probationary employees as prescribed by the Tenure Act. Any teacher who is granted tenure shall have seniority from the last date of hire. Probationary teachers shall not have seniority.

B. The term "seniority" as hereinafter used shall be length of continuous teaching service in the bargaining unit with the Dollar Bay-Tamarack City Area Schools Board of Education during which service the employee has held a valid Michigan Teaching Certificate. Layoffs or leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. However,

1. Seniority shall not accrue while the teacher is on layoff or authorized leave without pay.
2. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
3. Seniority will accrue based on the percentage of the school day and school year a teacher is scheduled to work in DB-TC Area Schools. For unpaid leaves of absence, seniority shall be reduced based upon the percentage of time missed from the contract school year.
4. Any bargaining unit member who transfers or is promoted to a non-bargaining unit position within the district shall retain the seniority he/she has accrued in the bargaining unit. Seniority shall no longer accrue after said transfer or promotion but upon the non-bargaining unit member's return to the bargaining unit, seniority shall accrue from that point.

C. A laid off teacher may continue his/her health and life insurance benefits for up to three years, as permitted by law, by paying monthly the normal per subscriber group rate premium for such benefits to the Board if acceptable to the applicable insurance company.

D. Following initial placement on the salary schedule, part-time teachers shall move one step on the salary schedule each full year they are employed by the Dollar Bay-Tamarack City Area Schools. Their salaries shall be prorated based on the number of hours worked. When a part-time teacher moves to full-time, his/her steps achieved will be honored.

ARTICLE 16: REDUCTION IN PERSONNEL

A. If the board determines that insufficient funds are budgeted for the existing Classroom Teaching staff or that a reduction in Classroom Teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the Classroom Teaching positions to be reduced.

B. Reduction in force and recall decisions must be made based on Classroom Teacher effectiveness criteria established in Revised School Code Section 1249 and this Appendix.

C. Decisions about the reduction and recall of Classroom Teachers will be guided by the following criteria:

1. Retaining the most effective Classroom Teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). A probationary Classroom Teacher rated as "effective" (or highly effective) on the Classroom Teacher's most recent annual year-end performance evaluation is not subject to displacement by a tenured Classroom Teacher solely because the other Classroom Teacher is tenured under the Teachers' Tenure Act.
2. Classroom Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The Classroom Teacher's certification, authorization, or approval status will be determined by the Revised School Code, MDE's Teacher Certification Code, and other applicable statutes and regulations; and based on documentation on file with the Superintendent's office.
3. A Classroom Teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.

D. In addition, Classroom Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

1. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
2. Credentials needed for District, school, or program accreditation;
3. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the Classroom Teacher's effectiveness in that assignment and is integrated into instruction;
4. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
5. Disciplinary record, if any;
6. Length of service in a grade level(s) or subject area(s);
7. Recency of relevant and comparable Classroom Teaching assignments;
8. Previous effectiveness ratings;

9. Attendance and punctuality;
10. Rapport with colleagues, parents, and students;
11. Ability to withstand the strain of teaching;
12. Compliance with state and federal law; or
13. Other non-arbitrary or capricious reasons.

E. Classroom Teachers must provide the District with current information and documentation supporting the Classroom Teacher's certification and qualifications.

1. Reduction and recall decisions will be based on the Classroom Teacher's certification and qualifications in the District's records at the time of the decision.
2. A laid off Classroom Teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
3. Failure to maintain current contact information may negatively affect the Classroom Teacher's recall.

F. Classroom Teacher reductions and recalls are by formal Board action.

G. Before the Board authorizes a Classroom Teacher reduction, the Superintendent or designee will notify, in writing, the affected Classroom Teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.

H. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected Classroom Teacher and Association.

I. A Classroom Teacher's length of service with the District as a Classroom Teacher or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.

J. If a teaching position must be eliminated, at least 30 calendar days' notice of reduction in force will be provided to the Classroom Teacher and Association, absent extenuating circumstances.

K. Classroom Teacher Recall Process

1. A Classroom Teacher is eligible for recall under this Appendix for 12 months from the date the District implemented the reduction in force.
2. The Superintendent will first identify the academic level(s) or department(s) where a Classroom Teaching vacancy exists.
3. Before or in lieu of initiating the recall of a laid-off Classroom Teacher, the Superintendent may reassign Classroom Teachers to fill vacancies in accordance with this Appendix.

4. After or in lieu of any reassignment of existing Classroom Teaching staff, the Superintendent may take either of the following actions to fill a vacancy:

a) Recall the laid-off Classroom Teacher who is certified and qualified for the vacancy, provided the Classroom Teacher was rated at least effective. If more than one (1) laid-off Classroom Teacher is certified and qualified for recall to a vacant Classroom Teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix; or

b) Post the vacancy and consider all applicants if the Superintendent determines that the District's educational interests would be served and no Classroom Teacher on layoff meets the certification and qualification requirements of the position.

5. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled Classroom Teachers and will establish the time within which a Classroom Teacher must accept recall to preserve the Classroom Teacher's employment rights.

6. A laid-off Classroom Teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all rights to recall and continued employment.

7. A laid-off Classroom Teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

ARTICLE 17: TEACHER DISCIPLINE AND PROTECTION

A. A bargaining unit member shall only be disciplined, reprimanded, or reduced in rank or compensation for a reason that is not arbitrary or capricious. All bargaining unit members shall have the right to have a representative of his/her choice present any time disciplinary action is taken.

<u>Process:</u>

Discipline may include but is not limited to:

1. Verbal warning and/or verbal reprimand
2. Written warning and/or written reprimand
3. Suspension
4. Discharge
5. Financial penalties in accordance with Michigan law

The District does not have to apply discipline in a progressive manner, but rather, may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Additionally,

nothing in this Article limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

Discipline shall occur in accordance with the statutory requirements under the Michigan Tenure Act and the Revised School Code.

B. If complaint-related or disciplinary material is to be placed in an employee's personnel file, s/he will be notified, and will have the opportunity to submit a written notation or reply regarding the complaint or disciplinary action. Each file shall contain a record indicating who has reviewed it (excepting district office personnel), the date reviewed, and the reason for such review. All filed discipline or complaints that are four years old or more may be reviewed upon request of the bargaining unit member, and may be removed from the personnel file if mutually agreed by the superintendent and union member.

C. The Danielson framework for teaching will be used for the evaluation of all teachers, as applicable. Any teacher who has been disciplined will not be evaluated based solely upon the incident in question, but rather according to the four domains, the observations, and student growth.

D. The union will be notified when changes to district policy are made.

ARTICLE 18: SCHOOL IMPROVEMENT

The conditions which follow shall govern employee participation in all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools, as provided in Section 1277 of the Revised School Code, MCL 380.1277 or other similar plans.

A. Participation in the planning process by the employee is voluntary.

B. The Master Agreement may not be modified in whole, or in part, by the school improvement committee except by mutual, written agreement by the Association and the Board.

ARTICLE 19: TEACHER EVALUATION

Applicable state law will be followed in regard to teacher evaluation: MCL 380.1249.

A. The Danielson Framework for Teaching is the agreed-upon evaluation tool.

B. Teacher observations will take place between the months of October and April, if no extenuating circumstances exist.

C. There shall be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated. One observation may be unscheduled. Observations of an individual teacher must be a minimum of 30 days apart. Notice shall be provided to the teacher at least 2 days prior to the *scheduled* observation(s). Upon such notice, the teacher shall provide the required information to the administrator. Within 30 days, a post-observation meeting will be held, and written observation feedback will be provided.

D. A midyear progress report shall be provided for any teacher rated as "needing support" or "developing" in the teacher's most recent year-end evaluation. The midyear progress report will be used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist a teacher to improve. All of the following apply to the midyear progress report: The midyear progress report must include specific performance goals for the remainder of the school year that are developed by the school administrator conducting the year-end evaluation or the school administrator's designee and any recommended training identified by the school administrator or the school administrator or designee that would assist the teacher in meeting these goals. At the midyear progress report meeting, the school administrator or designee shall develop, in consultation with the teacher, a written improvement plan that includes these goals and training, and is designed to assist the teacher to improve the teacher's rating.

E. Probationary teachers cannot challenge any aspect of the evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating. An alleged violation of this Article is not subject to arbitration in the grievance process. An Arbitrator, however, has jurisdiction to consider a grievance filed under the grievance procedure by a tenured teacher of record who receives 2 consecutive ratings of "needing support."

ARTICLE 20: DURATION OF AGREEMENT

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

This Agreement shall be in effect July 15, 2024 through June 30, 2027. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

If the district's final budget in June of 2026 reflects a fund balance of 22% or more, and following the approval of the state budget, upon request by the DBEA, the Board will discuss a salary adjustment.

EXECUTION OF INSTRUMENT

The terms of this collective bargaining agreement between the parties are incorporated herein and by accepting and signing this "Master Agreement Execution of Instrument Signature Enactment Clause" in this contract below, the parties agree to be bound by all such terms for the duration of this Agreement.

This Agreement will become enacted and implemented in full effect on the first date after the expiration date of the former Agreement by the last signature as dated, of either of the parties' officials listed below, who are empowered to enter into this contract, is entered on the "Master Agreement Execution of Instrument Signature Enactment Clause" below.

IN WITNESS WHEREOF, the parties hereunto have caused this instrument to be executed by their signatures on the day and year below written.

The date of the last party below to sign the "Master Agreement Signature Enactment Clause" below will be entered in the Agreement effective first blank date line above in the "Duration of Agreement" Provision of this Master Agreement.

Master Agreement-Execution of Instrument-Signature Enactment Clause

Dollar Bay-Tamarack City Area Schools

BY_____
DB-TC Board President

Date_____

Dollar Bay Education Association

BY_____
DBEA President

Date_____

APPENDIX A: SALARY SCHEDULE

New, Multi-Year Salary Schedule with built-in Longevity

Yr. 1: (24-25)

Step	BA		BA+18		MA		MA+15		MM	
0	41,500		42,500		44,500		45,500		46,500	
1	42,745	3%	43,775	3%	45,835	3%	46,865	3%	47,895	3%
2	44,027	3%	45,088	3%	47,210	3%	48,271	3%	49,332	3%
3	45,348	3%	46,441	3%	48,626	3%	49,719	3%	50,812	3%
4	46,709	3%	47,834	3%	50,085	3%	51,211	3%	52,336	3%
5	48,110	3%	49,269	3%	51,588	3%	52,747	3%	53,906	3%
6	49,553	3%	50,747	3%	53,135	3%	54,329	3%	55,523	3%
7	51,040	3%	52,270	3%	54,729	3%	55,959	3%	57,189	3%
8	52,571	3%	53,838	3%	56,371	3%	57,638	3%	58,905	3%
9	54,148	3%	55,453	3%	58,062	3%	59,367	3%	60,672	3%
10	56,855	5%	58,226	5%	60,966	5%	62,336	5%	63,706	5%
11	59,698	5%	61,137	5%	64,014	5%	65,452	5%	66,891	5%
12-14	62,086	4%	63,582	4%	66,574	4%	68,070	4%	69,566	4%
15-17	63,949	3%	65,490	3%	68,572	3%	70,113	3%	71,653	3%
18-20	65,228	2%	66,800	2%	69,943	2%	71,515	2%	73,087	2%
21-23	65,880	1%	67,468	1%	70,642	1%	72,230	1%	73,817	1%
24-26	66,539	1%	68,142	1%	71,349	1%	72,952	1%	74,556	1%
27-30	67,204	1%	68,824	1%	72,062	1%	73,682	1%	75,301	1%
31+	67,876	1%	69,512	1%	72,783	1%	74,419	1%	76,054	1%

Yr. 2 (25-26) + $1,500 on each cell

Step	BA	BA+18	MA	MA+15	MM
0	$43,000	$44,000	$46,000	$47,000	$48,000
1	$44,245	$45,275	$47,335	$48,365	$49,395
2	$45,527	$46,588	$48,710	$49,771	$50,832
3	$46,848	$47,941	$50,126	$51,219	$52,312
4	$48,209	$49,334	$51,585	$52,711	$53,836
5	$49,610	$50,769	$53,088	$54,247	$55,406
6	$51,053	$52,247	$54,635	$55,829	$57,023
7	$52,540	$53,770	$56,229	$57,459	$58,689
8	$54,071	$55,338	$57,871	$59,138	$60,405
9	$55,648	$56,953	$59,562	$60,867	$62,172
10	$58,355	$59,726	$62,466	$63,836	$65,206
11	$61,198	$62,637	$65,514	$66,952	$68,391
12-14	$63,586	$65,082	$68,074	$69,570	$71,066
15-17	$65,449	$66,990	$70,072	$71,613	$73,153
18-20	$66,728	$68,300	$71,443	$73,015	$74,587
21-23	$67,380	$68,968	$72,142	$73,730	$75,317
24-26	$68,039	$69,642	$72,849	$74,452	$76,056
27-30	$68,704	$70,324	$73,562	$75,182	$76,801
31+	$69,376	$71,012	$74,283	$75,919	$77,554

Yr. 3 (26-27) + $1,500 on each cell

Step	BA	BA+18	MA	MA+15	MM
0	$44,500	$45,500	$47,500	$48,500	$49,500
1	$45,745	$46,775	$48,835	$49,865	$50,895
2	$47,027	$48,088	$50,210	$51,271	$52,332
3	$48,348	$49,441	$51,626	$52,719	$53,812
4	$49,709	$50,834	$53,085	$54,211	$55,336
5	$51,110	$52,269	$54,588	$55,747	$56,906
6	$52,553	$53,747	$56,135	$57,329	$58,523
7	$54,040	$55,270	$57,729	$58,959	$60,189
8	$55,571	$56,838	$59,371	$60,638	$61,905
9	$57,148	$58,453	$61,062	$62,367	$63,672
10	$59,855	$61,226	$63,966	$65,336	$66,706
11	$62,698	$64,137	$67,014	$68,452	$69,891
12-14	$65,086	$66,582	$69,574	$71,070	$72,566
15-17	$66,949	$68,490	$71,572	$73,113	$74,653
18-20	$68,228	$69,800	$72,943	$74,515	$76,087
21-23	$68,880	$70,468	$73,642	$75,230	$76,817
24-26	$69,539	$71,142	$74,349	$75,952	$77,556
27-30	$70,204	$71,824	$75,062	$76,682	$78,301
31+	$70,876	$72,512	$75,783	$77,419	$79,054

To qualify for payment, the permanent or continuing certificate must be earned by the first day of school and must be verified by the Michigan Department of Education.

To qualify for payment at the next lane level, graduate or undergraduate credit must be earned prior to the beginning of the current school year and documentation must be submitted to the Superintendent by August 31.

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

DB-TC CTE teachers will be paid according to the Salary Schedule, with steps related to years of experience in the trade, and lanes according to level of education. Steps shall be offered based on half of the number of years of experience, with the maximum entrance level of seven (7). CTE teachers who do not hold a standard or professional MI teaching certificate but hold an annual CTE authorization will be placed on the established BA column.

Teaching Experience and Steps:

A. Each step on the salary schedule shall represent one year of full-time, relevant, comparable teaching experience.

B. The board may grant up to 31 years of teaching experience for employees, provided the experience, in the judgment of the administration, is directly related and beneficial to his/her teaching assignment. For steps to be granted, the teacher must provide documentation from previous district(s) of employment certifying the number of FTE years of service. If the previous district is defunct, other forms of agreed-upon evidence will be accepted.

C. If a settlement has not been reached by the date of expiration, pay is retroactive upon ratification of the new Master Agreement, for the duration of this contract.

DB Loyalty Pay:

A. Teachers who have worked in the district for at least fifteen consecutive years are eligible to receive a one-time payment of $300 times the number of full years of service in DB-TC, upon retirement through the Michigan Retirement System. Written request must be submitted no later than April 15 of the year prior to retirement for the upcoming school year.

B. Teachers who have worked in the district for at least twenty consecutive years or more, and are leaving the district for a public education non-classroom position, will be eligible to receive a one-time payment of $200 times the number of full years of service in DB-TC. Written request must be submitted no later than April 15 of their final year in DB-TC.

APPENDIX B: EXTRA DUTY COMPENSATION

(Schedule B responsibilities with attendance or minimum session requirements may be prorated as applicable.)

Group A - 1.35%

Archery Advisor (Keep equipment repaired and working. Provide at least 4 sessions of after-school archery lessons for each grade, 3-5, 12 sessions total)

Advisor, Bioathalon (8-10 lunch meetings & event)

Camp Nesbit (3 days, 2 nights at camp, fundraising)

High School Quiz Bowl Advisor (Practices 2x/week at least one month prior to competition, minimum of 2 competitions per year, driving students to competitions)

Junior Class Advisor (Prom Chaperone, Fundraising, 1-2 Concessions Stands)

Literacy Leader (Prepare materials for and assist teachers at progress-monitoring meetings, attend monthly meetings at ISD, coach and advise teachers on benchmark testing, reading interventions, etc.)

MTSS Team-max 3/team (ESLT and HSLT: 1.0, DIT: 0.5 - attend all 1-hour monthly meetings outside of school day, attend 3-hour roll-out planning in summer, provide leadership and assistance to teachers/staff as needed)

National Honor Society Advisor (Induction determination and ceremony, 3rd of July Bean Packing, Bolts Buddies 1x/month min., service projects)

Recycling Coordinator (Collect, sort, and deliver recyclables and returnables every other week to appropriate destinations during the school year)

School Garden Director (Maintain the school garden by watering, weeding, and planting as needed)

Group B - 3%

Choir Director (2-3x/week at lunch, 4 performances/year)

Coach, Elementary Boys Basketball

Coach, Elementary Girls Basketball

Coach, Jr. High Boys Track

Coach, Jr. High Girls Track

Coach, Jr. High Volleyball

Coach, Jr. High Cheerleading

SOAR Instructor (Isle Royal trip, MTU Expo, LSSI grants and commitments, interfacing with local organizations, ensuring materials and supplies are ordered and functioning, other event participation as possible)

Student Council Advisor (run monthly meetings, organize/present Christmas program, Spirit Week, picnic)

Yearbook Advisor (With 2 Tris Publications Class)

Group C - 4%

Coach, Boys Track Assistant

Coach, Girls Track Assistant

Coach, Jr. High Boys Basketball

Coach, Jr. High Girls Basketball

Coach, JV/Varsity Cheerleading

Yearbook Advisor (With 1 Tri Publications Class)

Group D - 5.5%

Coach, Boys Cross Country

Coach, Boys Golf

Coach, Girls Cross Country

Coach, Girls Golf

Coach, Junior Varsity Volleyball

Coach, Varsity Boys Track

Coach, Varsity Girls Track

Online Education Coordinator (Manage, monitor, and motivate students in online courses and stay up to date grading student submissions)

Senior Class Advisor (4th of July Kids' Games the summer prior, Fundraising, Class Trip, Picnic, Homecoming & Prom Chaperone, Graduation)

Yearbook Advisor (Without Publications Class)

Group E - 8.5%

Coach, Junior Varsity Boys Basketball

Coach, Junior Varsity Girls Basketball

Coach, Varsity Volleyball

Pep/Marching Band (Festival, 3 Concerts, Graduation, 10 Pep band performances, Solo & Ensemble, Honor Band, 4 parades in the summer following the school year)

Group F - 12%

Coach, Combined Varsity and JV Volleyball

Group G - 14%

Coach, Varsity Boys Basketball

Coach, Varsity Girls Basketball

Computer Systems Administrator, 0.5 FTE

Group H - 15%

Coach, Combined Varsity/JV Boys Basketball

Coach, Combined Varsity/JV Girls Basketball

APPENDIX C: INSURANCE

The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UPAPA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation the following January.

A. Should the district no longer participate in the UPAPA, or if the UPAPA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life, and long term disability benefits are still subject to this collective bargaining agreement.
Plans available for the 2024 calendar year are:
Choices $500/$1,000, $20/$25/$50 office visit, Saver Rx, 0% coinsurance
Choices $1,000/$2,000, $20/$25/$50 office visit, Saver Rx, 0% coinsurance
ABC Plan 1, ABC Rx, 0% coinsurance
ABC Plan 2, ABC Rx, 20% coinsurance
Balance+, $1,600/$3,200, Balance+ Rx, 20% coinsurance

In the event an employee elects a negotiated medical plan in which the premium is below the district's agreed to maximum level of premium contribution, the employee is entitled to compensation equal to the difference between the employer's maximum contribution and the premium of the plan they elected. By (date selected) the employee will receive a lump sum payment deposited into their Health Savings Account (HSA).

The employer shall pay the following annual amounts towards the total cost of the MESSA Medical plans available to members inclusive of medical premium and Health Savings Account (HSA) funding described below for each medical benefit plan coverage year.

The employer will contribute the following amounts from January 1, 2024 through December 31, 2024:
7,702.85 times the number of Single Subscribers (640.90 monthly)
16,109.06 times the number of 2-person Subscribers (1342.42 monthly)
21,007.83 times the number of family Subscribers (1750.65 monthly)

The employer will contribute the following amounts from January 1, 2025 through December 31, 2025:
7,718.26 times the number of Single Subscribers (643.19 monthly)
16,141.28 times the number of 2-person Subscribers (1345.11 monthly)
21,049.85 times the number of family Subscribers (1754.15 monthly)

The employer will contribute the Michigan Department of Treasury hard cap limit amount for medical benefit plans for January 1, 2026 through December 31, 2026 and January 1, 2027 through December 31, 2027.

These annual District paid amounts shall adjust annually at the beginning of each medical benefit plan coverage year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

If an agreement has not been reached by the expiration, insurance premium increases shall not be the sole responsibility of the member.

B. Upon written application, the Board will provide without cost a Delta Dental 100-90-90-90 plan, with a $3,000 annual max plan on classes I, II, and III with $5,000 lifetime max on class IV (orthodontics) for each employee and their eligible dependents. Additional riders include two (2) cleanings.

C. The Board will provide without cost to the employee MESSA VSP-3 Plus Vision Care for all eligible employees and their eligible dependents.

D. The Board will provide without cost to the employee, $50,000 in Life and Accidental Death and Dismemberment Insurance.

E. All insurance coverage is for a full twelve (12) month period and is subject to the rules and regulations of the underwriter. The parties acknowledge that coverage decisions are made solely by the insurance carriers. Insurance coverage as outlined above shall be paid by the Board on a pro-rata basis for part-time staff hired after the effective date of this agreement.

F. The employee's premium contribution will be payroll deducted, in equal bi-weekly amounts from the employee's first two paychecks per month through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.

G. The board shall provide a cash option in lieu of health benefits for those employees providing proof of alternative coverage as required by law. The cash amount shall be equal to the Single Subscriber State Hard Cap Rate. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

H. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by Federal law.

I. At any time during the term of this Agreement, either the Board or the Association may request to meet and discuss modification of the health insurance benefits to reduce the costs incurred by the Board for providing those benefits without cost to the teachers. Upon mutual agreement, representatives of the Board and the Association will meet and engage in such discussions, but these discussions will not constitute bargaining for purposes of implementing a change of the health insurance benefits without mutual agreement between the Board and the Association. All costs relating to the implementation and administration of benefits under this program shall be borne by the employer to the extent permitted by law and this Agreement.

APPENDIX D: GRIEVANCE REPORT FORM

DOLLAR BAY-TAMARACK CITY AREA SCHOOLS GRIEVANCE REPORT

Name of Grievant: _____ Date Filed: _____

STEP 1

A. Date cause of grievance occurred: _____

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

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

2. Relief sought:

Signature: _____ Date: _____

D. Disposition by Principal:

Signature: _____ Date: _____

E. Position of grievant and/or Association:

Signature: _____ Date: _____

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

STEP 2

A. Date received by Superintendent or designee: _____

B. Disposition of Superintendent or designee:

Signature: _____ Date: _____

C. Position of grievant and/or Association:

Signature: _____ Date: _____

STEP 3

A. Date received by Board of Education or designee: _____

B. Disposition by Board:

Signature: _____ Date: _____

STEP 4

A. Date submitted to arbitration: _____

B. Disposition and award of arbitrator:

Signature of Arbitrator: _____ Date: _____

NOTE: All provisions of Article 8 of the Agreement will be strictly observed in the statement of grievances.

APPENDIX E: SCHOOL CALENDAR

Dollar Bay-Tamarack City Area Schools

2024-2025 School Calendar

August '24

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						2

September '24

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
						20

October '24

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						23

November '24

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						19

December '24

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						14

January '25

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						20

February '25

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	
						20

March '25

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
						15

April '25

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
						21

May '25

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						21

June '25

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
						5

8/27-28: Inservice
9/20: Half Day Inservice
10/17-18: P-T Conferences
11/27: Inservice (Thanksg. Wed.)
1/23: Half Day Inservice
1/23-24: P-T Conferences
2/14: Inservice (CCISD Area-Wide)
4/24-25: P-T Conferences MS/HS
5/16: Inservice (UP MACUL)
5/22 Elementary Open House
5/24 Graduation 10 a.m.
6/5: 2-Hour Delay Staff Breakfast

	First & Last Day of School		Exams - End of Trimester
	No School	/	Half Day
	Parent -Teacher Conferences	5	June 5 - Two-hour delay

APPENDIX F: LETTER OF AGREEMENT

Letter of Agreement

between the

Dollar Bay-Tamarack City Area Schools Board of Education (District)

and the

Dollar Bay Education Association (Association)

RE: Amendments to PA 152

During the term of the current Master Agreement, expiring June 30, 2024, should the Michigan Public Funded Health Insurance Contribution Act (PA 152 of 2011) be amended or repealed, the Association and the District agree to negotiate to consider adjusting financial contributions to members' health insurance premiums and other financial contributions allowed under PA 152, as required by law.

_____		_____	
For the District	Date	For the Association	Date