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NORTH DICKINSON BOARD OF EDUCATION

NORTH DICKINSON EDUCATION ASSOCIATION

MASTER AGREEMENT

1998-99

*North Dickinson School*

NORTH DICKINSON EDUCATION ASSOCIATION

MASTER AGREEMENT

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**Proposed Agreement**

This Agreement entered this 1st day of September, 1998, by and between the School District of hereinafter called the "Board" and the UPEA-MEA, hereinafter called the "Association".

## Article I - Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative as defined in Section II of Act 336, Public Acts of Michigan, 1947, as amended, for all full-time and part-time teaching employees, librarians, guidance counselors, and driver education teachers, but excluding teacher aides, supervisors, substitutes, and all other employees. The term "teacher", when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.
- C. A new hire shall become a member of the bargaining unit under this contract as of the first scheduled day of school after signing their contract. The date of signing (date of hire) shall be used for computing seniority.



## **Article II - Association and Teacher Rights and Responsibilities**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association of collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the privilege of using school facilities for meetings at times when school facilities are not otherwise in use and upon prior approval by the administrator responsible for such facilities. A custodian must be on duty at anytime the facilities are in use. The Association shall be responsible for proper use of such facilities, including leaving them in the same condition as they were prior to the use. The Association shall be liable for any damages caused to the facilities by its use.
- The Association shall pay for the cost of all materials and supplies incidental to such use and shall be responsible for proper operation of all such equipment and shall be liable for any damages caused to said equipment by improper use by individuals using it for Association business.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at times when this shall not interfere with or interrupt normal school operations or assigned duties. It is the responsibilities of the above mentioned Association representative to report to the principal before their conference with any teacher.
- E. The Association shall have the right to post notice of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. Teacher mailboxes may be used in the respective buildings for Association correspondence. However, this provision shall in no way obligate or

require the school district to carry Association or teacher communications through the school district's internal mail system. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.

- F. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including annual financial reports and audits; tentative budgetary requirements and allocations (including county allocation board budgets), together with information which may be necessary for the Association to process any grievance or complaint.
- G. The Board shall involve the Association in any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- H. The Association specifically recognizes the rights of the Board of Education to invoke the assistance of the State Labor Mediation Board, or a mediator from such agency.
- I. The teacher's position shall not be privileged as to his or her responsibility for statements which are libelous, slanderous, or which in any way violates the civil rights of others.
- J. Teachers shall not seek to advance personal, political, or religious views in the classroom.
- K. The Association has the right to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such agency.
- L. It is the duty of the teachers to conform to the school hours as scheduled.
- M. It is understood and recognized that the teachers shall use the school day for such things as:
  - 1. Planning and preparing for their classes, including daily and weekly lesson plans.
  - 2. Participation in activities of the school during the normal school day.
  - 3. Evaluating pupil progress.
  - 4. Reporting their evaluations of pupil progress to the school administration and to the parents of the children whom they teach.
- N. Teachers agree to remain on duty as long as necessary for severe emergency situations if requested by the administration.

### Article III - Board of Education Rights

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, 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 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 direction of the activities of its employees within the scope of their employment; to establish written personnel and other policies;
  2. To hire all employees and subject to the provisions of law; to determine their qualifications and the conditions, including physical, for their continued employment, or their dismissal or demotion, and the promote, transfer, layoff, and retire all such employees;
  3. To establish grade levels 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 manage the means and methods of instruction, to provide for contracted services, the selection of textbooks, and other teaching materials, and the use of teaching aids of every kind and nature;
  5. To establish class schedules and duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching school activities, and the terms and conditions of employment;
  6. Determine the financial policies, including all accounting procedures.

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 of this agreement.

- B. The Association agrees to furnish the Board of Education, through the Superintendent, in response to reasonable requests from time to time all available information concerning teacher retirement and teachers not returning to the North Dickinson County Schools. The Association shall also provide the Board with all information necessary for processing of grievances.

C. The foregoing is subject to the provisions of Public Act 379 and the specific provisions of this agreement.

#### **Article IV - Financial Responsibilities, Obligations, and Service Fees**

- A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.
- B. The deduction of membership dues and service fees shall be made from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year.
- C. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty days from the date of commencement of teaching duties, shall, as a condition of employment pay a Service Fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Association, including MEA and NEA: Provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided above. In the event that a teacher shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as provided in the preceding article, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment.
- D. The procedure in all cases of discharge for violation of this article shall be as follows:
  - 1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
  - 2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
  - 3. The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges, and to the extent that said teacher is protected by the provisions of the Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of

charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Service Fee.

- E. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Service Fee, the Board agrees promptly to disburse said sums to the North Dickinson Education Association president.
- F. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
  2. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
  3. The Association has the right to choose the legal counsel to defend the said suit or action.
  4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

## Article V - Teachers' Hours & Class Load

- A. Teachers may be required to remain a sufficient period after the close of the school day to attend such professional matters as curriculum study, curriculum council, reasonable number of teachers' meetings, parent conferences, student conferences, administrator conferences, or any other professional requirements that will enhance the position of the teacher in the school and community.
- B. The normal teachers' working day will include the following:
  - 1. Not less than a 30 minute lunch period.
  - 2. 300 minutes of planning time in a normal 5 day week.
  - 3. Teachers hours shall be from 8:15 a.m. to 3:35 p.m.
  - 4. Teachers will be in their classroom as 8:25 a.m. with instruction beginning at 8:25 a.m.
- C. When a teacher finds it necessary to leave the building for emergency or professional reasons during school hours, the principal of the building, or his representative, shall be consulted. All reasonable effort shall be made by the principal to grant such a request for the protection of the students, teachers, and administration.
- D. The school year shall be 180 student instruction days plus 4 teachers' In-Service days.
- E. A teacher who agrees to supervise a class during his preparation period for an absent teacher shall receive compensation of \$12.50 per hour.
- F. If a teacher shall teach more than the normal load as set forth in this article, he shall receive additional compensation of one-sixth or one-seventh his salary, for each teaching period in excess of such norms depending on the number of class periods in the normal school day.
- G. Teachers will not report for work on days when school is closed because of inclement weather.
  - 1. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county, or state health authorities, may be rescheduled at the discretion of the Board of Education to insure that there are a minimum of one hundred eighty (180) days of actual student instruction. Teachers will receive their regular pay

for days which are canceled but shall work on any rescheduled days with no additional compensation.

2. The Board of Education shall not be required to cancel a "work day" (i.e., a day when teachers report but students are not in session such as an end of semester grading day, a parent teacher conference day, or an in-service day) or that portion of any day which is scheduled to be a partial "work day" even though students do not report. However, the Board may do so at its discretion. The Board shall not be required to reschedule a "work day" or a partial "work day" which is canceled, but may do so in its discretion.
- H. Teachers are encouraged to be professional and attend school events and activities in the North Dickinson County School District.
- I. Teachers will not be required to serve more than one recess duty assignment per week (alternating inside and outside duty).



## Article VI - Teaching Conditions

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and to provide a learning atmosphere and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- A. The parties will confer from time to time for the purpose of improving the selection and use of educational tools.
- B. The Board agrees to make available in each school, facilities to aid teachers in the preparation of instructional material.
- C. The Board shall provide:
  - 1. Space for each teacher to store coats, overshoes, and personal articles.
  - 2. Chalkboard space in every classroom.
  - 3. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
  - 4. A complete and unabridged dictionary in every classroom.
  - 5. Storage space in each classroom for instructional materials.
  - 6. Attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
- D. The Board shall make available restroom facilities for teacher use, and one room which shall be reserved for use as a lounge.
- E. Telephone facilities shall be made available to teachers for their reasonable use. Teachers making personal long distance calls are required to pay for such calls.
- F. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- G. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or law, to attend school, the District shall provide in-service training in hygienic practices and classroom management to teachers coming into contact with students having such communicable diseases.

## Article VII - Qualifications, Assignment, and Vacancies

- A. Each new teacher who shall be employed for a regular teaching assignment shall have a Bachelor's Degree from an accredited college or university and a provisional or permanent certificate.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of study and the Association shall be so notified in each instance.
- C. All teachers shall be given written notice of their subjects to be taught for the forthcoming year no later than the preceding 15th day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation required same. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer.
- D. Any assignments in addition to the regular teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given teachers regularly employed in the district.
- E. The Board will observe the following policies regarding filling of vacancies:
  - 1. During the school year whenever a vacancy arises, the administration shall promptly notify the Association of same and the vacancy shall not be filled by the Board for fifteen calendar days after such notice is given. Any newly created position shall be given to the Association with accompanying job description. During the summer vacation, the Superintendent will notify the Association President of any vacancies and any teacher desiring to be considered for any vacancies shall give written notice of such desire to the Superintendent.
  - 2. Teachers who desire to apply for such vacant positions shall file their application in writing with the Superintendent.
  - 3. To avoid undue disruption of existing instructional programs such vacancies may be filled on a temporary basis until the end of the normal school year at which time the position will be considered vacant.
  - 4. Qualifications of candidates for vacant positions shall be judged on the pre-established standards set by the Board for the position to be filled.

5. When filling a vacancy within the bargaining unit, preference shall be given to the qualified personnel within the school system, if professional qualifications of such personnel are essentially equal to those of other applicants. Experience within and outside the system, training and certification shall be considered in filling the vacancy. The final decision is the sole responsibility of the Board of Education.
  6. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or Executive Status.
- F. The Board and Association mutually agree that when a new full time or part time bargaining unit position is created by the Board, the Board shall post the position and meet with the Association President or his/her designee for the purpose of establishing the rate of compensation before the position is filled.

### Article VIII - Illness or Disability

- A. At the beginning of each school year each teacher shall be credited with ten (10) days sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year.
- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to the completion of one school year.
- C. In the event that an employee suffers an absence due to an injury or an illness arising out of and in the course of his/her employment the Board shall continue the employee's fringe benefits for a full twelve (12) month period, and shall pay to the teacher the difference between his/her salary and the benefits received under the Workers' Disability Compensation Act for the duration of existing sick leave for such absence. A deduction of a portion of a sick leave day shall be made for the salary differential paid.
- D. Absentees shall have plans and materials so arranged that a substitute will be able to carry on the regular work with a minimum of interruption.
- E. After five days of sick leave the Board may request the teacher to provide evidence of illness by a doctor.

### **Article IX - Professional and Personal Business**

- A. At the beginning of every school year, each teacher shall be credited with two days to be used for the teacher's personal business. The teacher is not required to state the reason for such leave day but shall make the request to the principal in writing. Cognizant of community relationships, each teacher is encouraged to use sound judgment in the use of such days. A teacher planning to use a personal leave day shall notify the principal at least 48 hours in advance, except in cases of emergency. Personal Business Days shall not be given the day before or after a holiday unless permission is granted by the Superintendent. If a teacher elects not to use personal business day(s) in any given year, they may accumulate during succeeding years up to five (5) days; may elect to be reimbursed at the rate of \$50.00 per day in a board check on the date of the first board meeting following June 30 of a given year; or may request, in writing, that unused personal business days be added to his/her sick leave accumulation. Regular personal business days may be used for sick leave purposes only if all sick leave days have been exhausted.
- B. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligations.
- C. Professional business days shall be granted with the permission of the Superintendent or Board of Education for purposes such as visitations to view other instructional techniques or programs, conferences, workshops, or seminars conducted by educational institutions.
- D. Five (5) days of Association business shall be granted per year to the Association to be used to attend leadership conferences. The Board will not pay for any expenses other than the regular salary of the absent teacher as well as the substitute teacher for this section.

### **Article X - Sabbatical Leave**

- A. Teachers who have been employed for seven years may be granted a sabbatical leave without pay for one year with the consent of the Board.
- B. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule he would have been had he taught in the district during such period.

## Article XI - Leave of Absence

- A. Any teacher whose personal illness extends beyond the period compensated under Article XI shall be granted a leave of absence without pay for the duration of each grading period. Upon returning from leave the following school year, a teacher shall be assigned to the same position, if available, or a substantially equivalent position. Leaves of absence requests are to be submitted to the Superintendent for his approval or denial.
  
- B. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
  - 1. A maximum of five (5) days per school year for a death of a mother, father, parent of spouse, brother, sister, child.
  
- C. Leaves of absence without pay where feasible may be granted for the following purposes:
  - 1. Study related to the teacher's license field.
  - 2. Study to meet eligibility requirements for a teaching license other than that held by the teacher.
  - 3. Study, research, or special teaching assignments involving probable advantage to the school system.
  
- D. The Board may grant to any teacher a leave of absence for the purpose of childbirth or for the purpose of adopting a child. Such leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.
  - 1. In case any dispute as to whether a teacher, under this provision, is able to adequately perform the duties to which she is regularly assigned, the physician who has treated the teacher through her pregnancy shall make the final and binding determination.
  - 2. During the period of time, when in the opinion of the teacher's physician the teacher is disabled because of pregnancy, she shall be paid her regular salary and deductions shall be made from her sick leave accumulation.
  - 3. The leave of absence upon approval of the Board may extend to the end of the school year in which the teacher commenced such leave of absence and further provided that:

- a. The reinstatement shall be to the teacher's former position or other position for which she is qualified and certified.
  - b. The granting of such leave shall in no way interrupt seniority and rights attendant thereto.
  - c. A teacher on maternity leave shall receive the health insurance benefits provided for under this collective agreement for the balance of the maternity leave.
4. The leave may be extended up to a period of one school year, by written request of the teacher. The teacher will be reinstated to the teacher's former position or other position for which she is qualified and certified.
  5. A teacher on extended maternity leave shall receive no credit on the salary schedule or for seniority while on said extended leave.
- E. Military leaves of absence without pay may be granted for up to two years to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. The teacher will be reinstated to the teacher's former position or other position for which he is qualified and certified.
- F. A teacher returning from an approved leave of absence must notify the Board in writing of his intent to return at least 60 days prior to the scheduled date of return or lose his right to return.
- G. Upon request, a one (1) year multi-purpose leave of absence shall be granted to any teacher provided that said leave shall not be for any other employment and provided that a qualified substitute can be secured. Such request shall be made in writing by March 15th of each school year. This leave shall not terminate less than one (1) year and cannot be extended beyond one (1) year without Board approval. Upon return, the teacher shall be placed to the same or like position they held previous to the leave.



## Article XII - Sick Leave

Teachers shall be entitled to 10 days sick leave per year with unlimited accumulation. The unused portion of each year's sick leave is subject to the following conditions:

- A. Teachers teaching in this system will automatically be granted 10 days at the beginning of the school year.
- B. Sickness of the teacher or sickness of mother, father, spouse, parent of spouse, brother, sister, child.
- C. Emergency leave of 3 days of the sick leave allowance requiring absence due to the serious illness of mother, father, spouse, parents of spouse, child.
- D. The Association, on behalf of a teacher who has been employed for at least 5 years in this system, may borrow up to thirty (30) additional days of sick leave at the discretion of the Board. This borrowing by the Association will be used for a teacher with a continuing illness or for a major surgery. This advance to the Association will be charged against said teacher's accumulated sick leave when the teacher returns to work. (Once a teacher elects to borrow unearned sick leave, regardless of the amount involved, no additional unearned sick leave may be borrowed by said teacher until the previously borrowed sick leave has been completely repaid by sick leave earned by said teacher). Provided, that in any event no unearned sick leave may be borrowed by a teacher that will exceed the amount of sick leave said teacher may earn prior to his or her retirement. Provided, also, that, if a teacher is indebted to his school district for unearned sick leave at the time of termination of his or her employment the school district shall have the right to deduct the value of same from the final paycheck or paychecks due to said teacher; provided, also, that the school district shall also have a right to recover from the Association the monetary value of any unearned sick leave owed by said teacher at the time that the teacher terminates his or her employment with the school district.
- E. A teacher, upon his retirement, regardless of the number of years of service, shall be compensated for unused sick leave at the rate of twelve dollars (\$12.00) per day, provided that said teacher is eligible for retirement with the State of Michigan Retirement Board. Such teacher must be employed by the North Dickinson County Schools at the time of his/her retirement.
- F. A teacher may take one sick leave or personal business day to attend the funeral of a relative or friend with the approval of the Principal or Superintendent.

### Article XIII - Academic Freedom

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.
- B. Academic freedom shall be guaranteed to teachers provided that they adhere to board policies. No special limitations shall be placed upon the study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional educational responsibility.
- C. Freedom of individual conscience, association, and expression will be encouraged and fairness in procedures will be observed both to safeguard and legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

#### Article XIV - Teacher Evaluations

- A. The performance of all teachers shall be evaluated in writing. The Superintendent or supervisory personnel will have the responsibility for the evaluation of teachers.
- B. All monitoring or observation of the work performance of a teacher will be conducted openly and with knowledge of the teacher.
- C. Any complaints regarding a teacher made to the Administration by a parent, student, or other person which is considered in evaluating said teacher's performance will be promptly called to his attention.
- D. Excluding his confidential placement papers, each teacher shall have the right, upon request, to review the contents of his own personnel file at reasonable times. A representative of the Association may be requested to accompany the teacher in such review.
- E. The Superintendent or supervisory personnel shall have the right to discuss and evaluate performance with a teacher at any time and such discussions shall not be a subject of grievance unless punitive or disciplinary action is taken.
- F. Upon request by the teacher or the administrator, a personal interview shall be held within ten school days of the observation. A written observation shall be submitted by the Administration within fifteen (15) school days with a copy furnished to the subject teacher. In the event that the teacher feels his evaluation was incomplete or unjust, written objections will be attached to the written observation.
- G. No later than March 15th of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the Superintendent or supervisory personnel covering each probationary teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent or supervisory personnel. In any tenure proceedings, all evaluations or responses thereto shall be admissible as evidence.
- H. Evaluation of the performance of each teacher in the school system is the responsibility of the Administration and Board of Education.

## Article XV - Professional Behavior

- A. Teachers shall comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are consistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The Board recognizes that a Code of Ethics is considered by the Association and its membership to define acceptable criteria of professional behavior. The Board and the Association will work jointly to develop a Code of Ethics to deal with ethical problems in accordance with the terms of such a Code.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflects adversely upon the teaching profession and creates undesirable conditions in the school building. Alleged breaches of discipline of the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best effort to correct breaches of professional behavior by any teacher and; in appropriate cases, may institute proceedings against the offending teacher.
- D. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When 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.
- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the Association.
- F. Teachers are responsible for their actions and may be disciplined or dismissed for just cause, including offenses committed under the influence of, or due to the effects of alcohol or other drugs. Under the terms of this agreement, any teacher with an alcohol and/or drug abuse problem who requests diagnosis or treatment for it will not jeopardize his/her job rights solely for doing so. Time missed for diagnosis and treatment of such problems under the care of qualified medical experts shall qualify for use of leave time under this agreement.

## Article XVI - Reduction in Personnel

- A. In the event of a layoff of teachers, the following procedure will be used:
1. Probationary teachers in the specific positions being reduced or eliminated will be laid off first, provided there are fully-qualified and fully-certificated teachers to replace and perform all of the duties of the probationary teachers to be laid-off.
  2. If further layoff of teachers is necessary, then teachers in the specific positions being reduced or eliminated will be laid off in order of least seniority, provided there are fully qualified and fully certificated teachers to replace and perform all of the duties of the teachers to be laid off.

- B. After reduction of teachers, as outlined above, laid off teachers shall be recalled to the next available vacancies for which the laid off teachers are certified and qualified, in order of seniority.

The Board shall give written notice to recall from the layoff by sending a certified restricted delivery letter to said teacher at his/her last known address. It shall be the responsibility of the teacher to notify the Board of any changes of address. The teacher's address as it appears in the Board's records shall be conclusive when used in connection with layoffs, recalls, or any other notice to the teacher.

If the teacher fails to acknowledge his/her availability for reemployment within five (5) calendar days after date of receipt of the letter of recall or fifteen (15) days after mailing of recall notice, unless an extension is granted in writing by the Board, or refuses such offer of reemployment, said teacher shall be considered a voluntary quit, shall lose all seniority, and shall completely terminate his/her individual employment contract and any other relationship with the Board. Provided, however, that a teacher under contract with another school district may refuse a recall during the school year.

- C. Before official action on a reduction of teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the Employer. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.
- D. In the event the Association questions the decision of the employer as to specific teachers (1) being laid-off or not being laid-off, or (2) filling vacant teachers positions (as set forth above) or not filling such position, the Employer will set forth in writing to the teacher and the Association its reasons for its action. It is understood, however, that the Association's request for this information is reasonable, timely, and intended in good faith.

- E. If the Employer fails or refuses to comply with Section D or E, above, or if the reasons assigned clearly demonstrate that the Employer acted arbitrarily or capriciously, the Association has the right to utilize the grievance and arbitration procedure to seek relief.
- F. In conjunction with Article XXV, Section B, which provides that the individual contract executed between each teacher and the Employer is subject to the terms and conditions of this Agreement, it is intended that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.
- G. Except in the event of an emergency, all teachers to be laid-off shall be given at least 30 days written notice. The official action of the Board of Education at a public meeting shall constitute written notice.
- H. By March 1st of each contractual year the district shall put on the teachers' bulletin board, and in the administration office, a seniority list. If a teacher does not object to his/her listed seniority date within 30 days following the posting, then said seniority list shall be conclusive for purposes of lay-off and recall. If two teachers are equally qualified and have the same number of years in the system, the Board and the Association will conduct a drawing to determine position on the seniority list. The teachers so affected will be notified in writing of the date, place, and time of the drawing. For purposes of this section seniority is defined as the first day of work in the District.

### **Article XVII - Continuity of Operation**

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause to work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.
  
- B. The Board and the Association agree that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Acts.

### Article XVIII - Professional Compensation

- A. The basic salaries of teachers covered by this Agreement or set forth in a separate schedule shall remain in effect during the terms of the Agreement.
- B. All teachers newly employed shall be given credit up to ten years on the salary schedule for outside teaching experience in any school district and other teaching experience for which credit is allowed.
- C. Teachers involved in extra duty assignments shall be compensated in accordance with the provisions of this Article and the approved auxiliary schedule without deviation.
- D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of twenty-five (25) cents per mile unless a school vehicle is available for use.
- E. Teachers granted professional business days shall be compensated at a rate of twenty-five (25) cents per mile for each round trip, providing a school vehicle is not available, plus room, and board expenses for the duration of the meeting.
- F. Teachers receiving advanced degrees at mid-year shall be compensated according to the salary schedule after proper notification to the Superintendent's office in writing.
- G. A teacher will be reimbursed up to \$250 per school year for tuition paid upon successful completion of the graduate level class he/she is enrolled in.



### Article XIX - Special Teaching Assignments

- A. Assignments for Adult Education, Driver Education and Summer School Programs will be made by the Board on the basis of preference to teachers possessing permanent teaching certificates regularly employed by the district during the normal school year. No teacher shall be required to work a split shift or to teach less than three hours in any Summer School Program. Teachers shall be compensated for teaching in any such programs according to the rate prescribed in Schedule B.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number that they may call before to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- C. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously. Compensation for supervision of student teaching shall be based on the current rate paid by the university.

## Article XX - Student Discipline and Teacher Protection

- A. Since the teacher's authority and effectiveness in his classes are undermined when students discover that there is insufficient administrative backing and support of their teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom or students under the influence of a controlled substance. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.
- C. A teacher may exclude a pupil temporarily from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. When students are sent to the office to be suspended from their class, teachers will send appropriate work to be completed by the student when feasible. The full particulars of the incident will be furnished the Principal or Superintendent as promptly as the teachers' teaching obligation will allow.
- D. Suspension of students from school may be imposed only by a Principal, Superintendent or designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures short of suspension, will be exhausted.
- E. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representatives. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. Teachers shall be responsible for creating and maintaining conditions conducive to learning and discipline in their classrooms. The parties recognize that not all students will be able to meet their individual curriculum and behavioral goals. The District recognizes its responsibilities to give support and assistance to teachers in maintaining control and discipline. The District and the Association recognize the need to establish

and properly enforce reasonable rules for student conduct. At the beginning of each school year the District shall publish and distribute to students and staff a copy of the rules of student conduct including alternatives to corporal punishment, that are in effect at the time. Any changes in the rules during the school year shall be published prior to their effective date. Teachers shall be responsible for being knowledgeable of all rules and revisions. In addition to the rules set forth above, each teacher may establish additional classroom rules not in conflict with board policy or district rules, which must be approved in advance by the building administrator.

- G. Copies of the student handbook will be provided to new students, transfer students, and seventh grade students.

## Article XXI – Insurance Protection

All present insurance programs (MESSA) will be maintained without caps or cost to the members. The Board agrees to reimburse each bargaining unit member the standard deductible for Super Care I coverage (\$50.00 for individuals, \$100.00 for families) in a separate check.

Pursuant to the authority, as set forth in the Michigan School Code, the Board agrees to provide the following subsidy for hospital, medical, and insurance programs.

- A. Upon submission of a written application, the Board agrees to provide each full-time bargaining unit member with premium payments for one of the two following MESSA PAK programs. Part-time members shall receive a pro-rated premium payment based upon percentage of full-time work. Example: A member working half (1/2) time would receive a fifty (50%) premium subsidy.

Plan A:

Super Care 1 (includes \$5,000 Basic Term Life with AD&D)  
Dental: Delta Dental 80/80/80 (\$1,000 maximum Class I & II)  
(Class III) –80%, \$1,3000 maximum  
Negotiated Life - \$15,000 with AD&D Plus \$5,000 additional outside of the PAK  
Vision – VSP 3 Plus

Plan B:

Dental: Delta Dental 80/80/80 (\$1,000 maximum Class I & II)  
(Class III) – 80%, \$1,300 maximum.  
Negotiated Life - \$30,000 with AD&D (Plus \$5,000 outside of the PAK)  
Vision – VSP-3 Plus  
Dependent Life - \$2,000 Spouse - \$2,000 Child(ren)

- B. Changes in family status shall be reported by the employee within thirty (30) days of such a change. The employee shall be responsible for any over payment of premiums made by the Board in his/her behalf for failure to comply with this procedure.
- C. The Board agrees to provide the above mentioned insurance subsidies for programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policy holder.

## Article XXII - Grievance Procedure

- A. Any claim by the Association, teacher, or the Board that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be defined as a grievance and shall be resolved through the procedures set forth herein.
- B. All time limits herein shall consist of school days. Time limits may be extended upon good cause shown or upon mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform.
- C. The Board agrees that the Association may designate a building representative and an alternate building representative who shall be teachers with tenure status with the Board. In addition, such teachers with tenure status must have been employed in the building for at least one year. It is understood that the alternate building representative shall act only in the absence of the regular building representative.

The Association will furnish the Board with the names of its building representatives and alternates and such changes as may occur from time to time in such personnel, so that the Board may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing. Until the Board has received written notice from the Association, it shall not be required to deal with such teachers purporting to be representatives.

It is understood that grievance problems will be handled at times other than when the teacher is at work. In the event, however, in the handling of a grievance, it becomes necessary for the building representative to leave his work, he shall first obtain permission from his supervisor or Principal. The privileges of the building representatives leaving their work during working hours without loss of time or pay is subject to the understanding that such time shall be devoted to the proper handling of the grievance; will be done as expeditiously, and with as little interruption of work as possible, must not leave any students unattended, and that this privilege will not be abused. Any alleged abuse will be grounds for a grievance and/or the discontinuation of such privilege.

If the building representative is required to go into another building other than his own in the handling of a grievance, the Principals at both buildings (or all buildings involved) must be notified and permission received. The building representative shall return to his or her work as promptly as possible and upon returning shall at once report to his Principal.

Except as set forth above, no building representative or any other employee shall be granted time off for the purpose of handling Association matters, affairs, or grievances unless specific permission, in writing, has been granted by the supervisor or Principal.

Violation of this provision may require the termination of the recognition of such representatives.

D. In the handling and processing of a grievance, the following procedure shall apply:

Step 1 Any teacher who believes he has a grievance may present such grievance, on an informal basis, with his immediate supervisor (Principal). The building representative may be present at this informal conference if requested. If the grievance is not resolved, the matter shall be reduced to writing by the grievant and submitted to his supervisor. The grievance must be reduced to writing two (2) days from the time of the discussion between the grievant and his supervisor. In the event the grievance involves more than one grievant or is filed by the Association, it must be filed with the appropriate supervisor who could remedy the alleged grievance.

No grievance shall be processed unless it is presented at Step One within three (3) days of its occurrence or knowledge of its occurrence. The same time restriction applies to a grievance filed by the Association or the Employer.

Within two (2) days after the presentation of the written grievance, the supervisor shall give his answer in writing to the grievant.

Step 2 In the event the grievance is not settled at Step One, it may be referred in writing to the Superintendent within five (5) days after the date of the answer by the Principal. At this point, the Superintendent may:

- (a) attempt to resolve the grievance by holding a meeting with the necessary persons and/or teachers to the grievance. Such meeting shall be scheduled within five (5) days from the date of receipt of the appeal; or
- (b) refer the grievance to Step 3 within five (5) days from the date of the receipt of the appeal. Written notice of such referral shall be given to the Association President.

If the Superintendent holds a meeting, he shall present the Association President, within three (3) days after conclusion of such meeting, with a written answer to the grievance.

Step 3 If the alleged grievance is not settled at Step Two, it may be referred in writing to the Board of Education within five (5) days after the date of the answer by the Superintendent in Step Two, or upon referral by the Superintendent. The Board, or a committee thereof, shall hold a hearing, or otherwise investigate the grievance or prescribe such other procedures as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its views at this Step. The Board, or committee thereof, shall render a decision on the grievance and present it in writing to the Association within twenty-five (25) days after the date the matter was referred to the Board of Education.

Step 4 If the alleged grievance is not settled at Step Three, the matter may be referred to arbitration. Either party may refer the matter to arbitration provided that notice to refer the matter is given to the other party within ten (10) days from the date of the Board's (or committee thereof) written decision at Step Three. Within five (5) days after the date of the written request for arbitration, a committee of the Board or its designated representative shall agree upon an arbitrator. The arbitrator shall be selected as follows:

- (a) If an arbitrator is needed, both parties will present a list of 5 bona-fide labor arbitrators from the State of Michigan. Each side will pre-emptorily strike 4 names, and they will be permanently deleted.
- (b) Of the remaining 2 names, a selection must be made. If no agreement can be reached on the selection of an arbitrator, the matter of selection shall be referred to the American Arbitration Association who will then appoint an arbitrator. Such arbitrators shall come from the State of Michigan.
- (c) The party seeking arbitration shall be responsible for notifying the arbitrator and making the physical arrangements for the arbitration hearing.

The Arbitrator shall hear the grievance in dispute and shall render his decision in writing thirty (30) days from the close of the hearing. The Arbitrator's decision shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The Arbitrator's decision shall be final and binding upon the Board, the Association, and the employee or employees involved.

The Arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretation of such expressed provisions. The Arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's right and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement.

The Arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Board where the Board is given discretion by the terms of this Agreement or by the nature of the area in which the Board was acting. The Arbitrator shall not render any decision which would require or permit an action in violation of Michigan School Laws.

The Arbitrator's fees and expenses shall be shared by the Board and the Association equally. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness, or requesting such participant.

A complaint or dispute involving the discharge or demotion of a teacher on continuing tenure shall not be subject to the grievance and arbitration provisions but shall be heard pursuant to the Michigan Tenure of Teachers Act. In addition, the termination of a probationary or non-tenure teacher, or extension of the probationary period for a teacher, shall not be subject to the arbitration provision.

- E. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- F. In the event the alleged grievance involves an order, requirement, etc., the grievance shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
- G. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the Board; provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Employer is not inconsistent with the terms of this Agreement.
- H. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.
- I. Nothing contained herein shall be construed as a waiver or precedent by any action or lack of action taken by the Board.
- J. Any grievance filed by the Board shall be initiated at the Step Two level by serving a written copy thereof upon the Association President. The procedure thereafter, as outlined above, shall be from the Board in the reverse order applicable to the Association, except that the Superintendent shall hold the Step Two meeting. At Step Three, the Board or committee thereof will meet with Association in an attempt to resolve the grievance.



**Article XXIII - Professional Study Committee**

The parties hereby agree to establish a Professional Study Committee comprised of six members, three members of which are to be selected by the Board and three members by the Association. The Professional Study Committee shall investigate and study such matters as shall be referred to it by the Board and Association together. The Committee shall submit a written report upon request of either Board or Association. The expense of the Committee shall be borne equally by the Board and Association, but shall not exceed that authorized in advance by the parties hereto.

#### Article XXIV - Negotiation Procedures

- A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. By May 31, prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the succeeding school year periods.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary powers and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measure it may deem appropriate.

## Article XXV - Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

Within thirty school days after ratification by the parties the District shall provide each teacher with a complete copy of the Master Agreement and the local Association will be provided with at least five additional copies.

- F. All teacher contracts will be issued and returned via the Association President.
- G. A committee will be established to work out the school calendar for the school year and said calendar shall be a part of this Master Agreement.
- H. School Improvement Plan - In the event that any provision of the District's School Improvement Plan or application thereof violates, contradicts, or is inconsistent with the Master Agreement, the agreement shall prevail.

The following conditions shall govern employee participation:

- 1. Participation by the employee is encouraged, but not mandatory outside regular working hours.

2. Participation or non-participation shall not be used as a criterion for evaluation or discipline.

## **Article XXVI - Maintenance of Standards**

All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at no less than the highest minimum standards in effect in the district at the time this agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages unless expressly stated herein. Past practices shall not include such things as coming to work late, leaving early, going for haircuts or similar acts.

The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

This article will not prohibit the Board from exercising their responsibilities, powers, and duties, as determined by this Master Agreement, the Michigan School laws and the policies of the Board of Education.

**Article XXVII - Duration of Agreement**

This Agreement shall be effective as of September 1, 1998, and shall continue in effect until the 31st day of August, 1999. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By \_\_\_\_\_  
UPEA

By \_\_\_\_\_  
MEA

By \_\_\_\_\_  
President of Local

BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 1998.

North Dickinson County School District

Salary Schedule 1998-99

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>
0-1	24,370	24,856	26,468	26,773
2	25,270	25,778	27,660	27,964
3	26,209	26,730	28,906	29,209
4	27,178	27,723	30,206	30,511
5	28,182	28,747	31,563	31,869
6	29,227	29,811	33,139	33,444
7	30,309	30,913	34,798	35,105
8	31,428	32,057	36,540	36,843
9	32,592	33,242	38,365	38,669
10	33,798	34,473	40,285	40,590
11	35,048	36,449	43,120	43,440
15	36,348	37,799	45,276	45,579
20	37,691	39,197	47,962	48,268

B – Three SB – CEU’s shall equate to one semester hour’s credit for purposes of salary.

**NORTH DICKINSON**  
SCHOOL CALENDAR - 1998-99

Monday, August 24, 1998 .....	First Professional Development Day
Tuesday, August 25, 1998 .....	First Day with Students
Monday, September 7, 1998.....	No School – Labor Day
Friday, October 23, 1998.....	End of 1 <sup>st</sup> Marking Period
Thursday, October 29, 1998 .....	Parent/Teacher Conferences
Monday, November 16, 1998 .....	Deer Day – No School
Thursday, November 26, 1998 .....	No School – Thanksgiving Break
Friday, November 27, 1998.....	No School – Thanksgiving Break
Tuesday, December 22, 1998 .....	Last Day of School Before Christmas Break
Monday, January 4, 1999 .....	School Resumes
Friday, January 15, 1999 .....	End of 1 <sup>st</sup> Semester – 1/2 Day
Monday, February 15, 1999 .....	President’s Day – No School
Friday, March 19, 1999.....	End of 3 <sup>rd</sup> Marking Period
Thursday, March 25, 1999.....	Parent/Teacher Conferences
Friday, April 2, 1999.....	Good Friday – No School – Begin Easter Break
Monday, April 12, 1999 .....	School Resumes
Sunday, May 30, 1999.....	Graduation – 2:00 p.m.
Monday, May 31, 1999 .....	Memorial Day – No School
Tuesday, June 1, 1999.....	Last Day for Students

Prof. Development Day will be scheduled at a later date.



**North Dickinson County Schools**

**Schedule B - Auxiliary Schedule**

**1998-99**

<u>Part I</u>	<u>% of BA Base Salary</u>
Basketball - Varsity.....	14% plus 1% on Schedule
Basketball - Junior Varsity.....	9% plus 1% on Schedule
Basketball - 9th Grade.....	6% plus 1% on Schedule
Basketball - 8th Grade.....	6% plus 1% on Schedule
Basketball - 7th Grade.....	6% plus 1% on Schedule
Football - Varsity.....	14% plus 1% on Schedule
Football - Assistant Varsity.....	9% plus 1% on Schedule
Football - Junior Varsity.....	9% plus 1% on Schedule
Football - Assistant Junior Varsity.....	6% plus 1% on Schedule
Track - Girls.....	8% plus 1% on Schedule
Track - Boys.....	8% plus 1% on Schedule
Baseball.....	8% plus 1% on Schedule
Softball.....	8% plus 1% on Schedule
Volleyball - Varsity Coach.....	14% plus 1% on Schedule
Volleyball - Assistant Coach.....	9% plus 1% on Schedule
Band Director (concerts, pep band, Parades, etc.).....	7% plus 1% on Schedule
Cheerleader Coach.....	7% plus 1% on schedule per season
Assistant Cheerleading Coach.....	3% plus 1% on schedule per season

<u>Part II</u>	<u>Amount in Dollars</u>
Senior Class Advisor.....	\$ 350 each
Junior Class Advisor.....	\$ 350 each
Sophomore Class Advisor.....	\$ 275 each
Freshmen Class Advisor.....	\$ 275 each
8th Grade Class Advisor.....	\$ 225 each
7th Grade Class Advisor.....	\$ 225 each
Driver Education.....	\$ 90 per pupil
Summer School.....	\$ 10 per hour
Overnight Summer School Trips.....	\$ 45 per day
Cheerleader Advisor.....	\$ 325 per season
National Honor Society Advisor.....	\$ 350 per year
Student Council Advisor.....	\$ 350 per year
Student Bowl Advisor - Senior High.....	6% of base
Student Bowl Advisor - Junior High.....	3% of base
Debate.....	6% of base
Forensics.....	8% of base