

8/31/2000

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MASTER AGREEMENT

between the

NORTHERN MICHIGAN EDUCATION ASSOCIATION

and the

DE TOUR AREA SCHOOLS BOARD OF EDUCATION

De Tour Area Schools

September 1, 1997 to August 31, 2000

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1. The first part of the document is a list of names and addresses of the members of the committee.

2. The second part of the document is a list of names and addresses of the members of the committee.

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MASTER AGREEMENT
between the
NORTHERN MICHIGAN EDUCATION ASSOCIATION
and the
BOARD OF EDUCATION OF DeTour AREA SCHOOLS

PREAMBLE

This Agreement entered into this 13th day of October, 1997, and retroactive to September 1, 1997, by and between the Board of Education of the DeTour Area School, DeTour Village, Michigan, hereinafter called the "Board" and the Northern Michigan Education Association, hereinafter called the "Association."

WITNESSETH

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

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 179, Public Acts of 1965, for all professional personnel, under contract, including personnel on tenure and probation, classroom teachers and guidance counselors, but excluding substitute teachers. The term "teachers" when used herein- after in this Agreement, shall refer to all teachers represented by the Association in the bargaining unit as above defined, and reference to male teachers shall include female teachers. Supervisory and executive personnel shall be excluded from the bargaining unit.

- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

ARTICLE II

ASSOCIATION RIGHTS

- A. The Association and its members shall have the right to use the school building facilities for their meetings, outside of regular classroom hours, upon notification to the Superintendent, at least 24 hours in advance. After notification to the Superintendent, the PA system may be used for brief announcements of Association meetings. In the event the Superintendent is absent from the building, notification shall be made to his designee.
- B. A copy of the Agenda of Board of Education meetings shall be posted in each school building of the district at least one business day prior to meetings. Whenever any agenda item refers specifically to a member of the teaching staff, the teachers will be so notified at the time of the posting of the agenda.
- C. To conduct Association business at the beginning of the school year, the Association shall be credited with five (5) days to be used by the teachers who are members of the Association to conduct Association business; such use to be at the discretion of the Association. Two additional days may be taken, however, the Association shall reimburse the Board for the cost of sub replacements, if used. The Association shall request leave from the Board not less than forty-eight (48) hours in advance.
1. Not more than two (2) members may take said leave on the same day.
 2. No more than one event per month will be used for such leave.
 3. Prior approval is to be obtained similar to that obtained for personal business leave.
- D. The Association shall be allowed to use necessary equipment, i.e., copiers, telephones, fax machine, and computers to conduct its business. The use of such equipment shall not be unreasonable and disruptive. The board has the right to schedule appropriate fees for such use. Such fees shall not exceed cost.

ARTICLE III

MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its teachers.
 2. To hire all teachers, and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such teachers.
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, the selection of textbooks, other teaching materials and the use of teaching aids of every kind and nature. Decisions of this nature shall give opportunity for input from teachers involved.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement hereof are in conformance with the Constitution and laws of the United States.

ARTICLE IV

ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

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

- C. This article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- D. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a Service Fee to the Association in an amount determined by the Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph. In the event that a teacher shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction as provided in the preceding paragraph, the Board shall, at the request of the Association, terminate the employment of the teacher at the end of the current school semester.
- E. The procedure in all cases of discharge for violation of this article shall be as follows:
 - 1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Such notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not affected.
- F. The Association agrees to indemnify, protect and save harmless the Board from any and all claims, demands, suits, or other forms of liability, or any and all costs or fees related thereto, by reason of action taken by the Board for the purpose of complying with the provisions of this Article.

ARTICLE V

PROFESSIONAL RESPONSIBILITIES

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

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

ARTICLE VI
TEACHING HOURS

- A. All teachers shall be entitled to a duty-free lunch period of at least thirty (30) consecutive minutes.
- B. The teacher day shall begin at 8:15 a.m. and close at 3:15 p.m. The bell schedule shall be:

Period 1 -	8:24 - 9:14	Lunch	- 11:56 - 12:26
Period 2 -	9:18 - 10:08	Period 5	- 12:30 - 1:20
Period 3 -	10:12 - 11:02	Period 6	- 1:24 - 2:14
Period 4 -	11:06 - 11:56	Period 7	- 2:18 - 3:08

- C. The administration has the right to schedule meetings exceeding these hours not more than three (3) times each month, provided that notice of such meeting shall be given at least twenty-four (24) hours in advance. Teachers shall not be expected to remain more than one (1) additional hour per meeting, except that when in-service activities are scheduled teachers may be required to remain two (2) additional hours per meeting.
- D. When, in the best interest of any student, a Parent-Teacher conference is deemed necessary, teachers shall remain after school hours for a reasonable period, provided that the conference cannot be conveniently scheduled during the school day.
- E. Due to the late dismissal time of students and the need for periodic early dismissals and the corresponding impact on instruction, the decision on a change to dismiss earlier will be dependent upon the recommendations of the School Improvement Program Committee.

ARTICLE VII
SCHOOL CLOSING

- A. When the schools are closed to students due to inclement weather conditions, teachers shall not be required to report for duty.
- B. In the event that an employee determines that he/she cannot report for work because of weather conditions and the Superintendent does not close the school district, then the employee will be charged a personal leave day or a sick leave day.

- C. When Drummond Island ferry service is interrupted, due to weather conditions or mechanical breakdown, teachers living on Drummond Island and teaching in DeTour Village or vice versa shall be expected to contact the Superintendent as to the time of the first crossing within the school day and to report on the first available ferry run, unless specifically excused by the Superintendent or his designee. Failure to do so shall result in the forfeiture of one (1) day's salary.

ARTICLE VIII

TEACHING LOAD AND ASSIGNMENTS

- A. A normal weekly teaching load in the secondary school will be thirty (30) teaching periods and five (5) unassigned preparation periods. The preparation periods shall be used for the actual planning and preparation of lessons and other professional activities. Teachers teaching less than a full schedule of classes per day will be compensated for planning time on a pro-rata basis as compared to a full time teacher.
- B. Teachers in the elementary school will be granted four (45) forty-five minute preparation periods per week for planning or other professional activities, in addition to recess time.
- C. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study. Whenever program requirements permit, teachers shall be assigned to their major fields of study.
- D. The Administration will notify teachers of their following year's assignment and place of assignment within ten (10) calendar days prior to the student's last scheduled school day unless extenuating circumstances necessitate an extension to the teacher's last scheduled work day.
- E. Compensatory time shall be granted to a teacher who uses his/her preparation period to cover another teacher's classroom. Compensatory time may be used for personal business or sick leave. Compensatory time must have prior approval and will be equal to the amount of preparation time used to cover another teacher's classroom or their own classroom due to occasional schedule changes. Accumulated compensatory time, in increments of six (6) hours, may be converted to a sick day at the teacher's option.
- F. Teachers shall not be required to perform extra duties outside the school day, unless part of their teaching or extra-curricular assignment.
- G. In the elementary classrooms containing two grades, if the split class reaches twenty-five (25) students, two classroom teachers will be provided having one grade and teacher per room. Under no circumstances will there be more than two grades per room.

- H. Upon the recommendation of the Superintendent and prior approval of the Board, teachers who use his/her preparation periods or time before or after school, shall receive an hourly compensation based on that teacher's salary prorated.

ARTICLE IX

TEACHING CONDITIONS

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

ARTICLE X

VACANCIES AND PROMOTIONS

- A. The Board agrees not to staff any teacher vacancies with substitute employee(s) not covered by this collective bargaining agreement if said vacancy is to for ninety (90) calendar days or more and certified and qualified bargaining unit employees are available to perform the work.
- B. Whenever any vacancy in any certificated teaching position or in any extra-curricular position in the district shall occur, the Board shall publicize the same by posting notice of such vacancy in every school building. Unless specifically waived in writing by the Association, the posting period shall be a minimum of five (5) working days, and in addition, the Board:

- a. Shall notify in writing all teachers on approved leaves of absence and teachers on lay-off.
 - b. Shall during the summer vacation period, notify in writing, each individual teacher.
- C. Any qualified teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, service in the school system in the district and other relevant factors. The Board declares its support of a policy of promotions from within its own teaching staff, when such teachers clearly possess equal or superior qualifications for the position to be filled. "Service in the system" for the purpose of this Agreement shall mean continuous employment in a school in the district, including substitute service, irrespective of tenure status, and shall include all periods when the teacher was on a Board sanctioned leave of absence.
- D. In the event that a person outside the teaching staff is considered for any extra-curricular position, the Association may, if it wishes, confer with the Superintendent prior to the appointment.

ARTICLE XI

REDUCTION IN PERSONNEL

- A. Should significant changes in student population, financial restraints, or other justifiable conditions, as determined by the Board, make necessary a reduction in the number of teachers employed by the Board, the Board shall:
1. Determine the grade levels or the curricular areas to be reduced, shall specify courses or class sections to be discontinued, and shall determine the number of teachers to be laid off;
 2. Retain those teachers with permanent or continuing certificates having the longest continuous service in the district.
- B. Layoff and Reduction Procedures
1. The Board will make every effort to make all positions full-time. Any teachers placed on a less than full-time assignment may elect the option to be laid off.
 2. In case of layoff, no non-bargaining unit individuals shall perform bargaining unit work, unless the teachers on the recall list decline the opportunity to perform such work.

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

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

5. Recall Procedure

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

ARTICLE XII

TRANSFERS

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

ARTICLE XIII

LEAVES

A. SICK LEAVE

All teachers absent from duty due to personal illness, pregnancy, or illness in the immediate family shall be allowed full pay for a total of thirteen (13) days per school year with unlimited accumulation. Immediate family is interpreted to mean spouse, child, and parent or other close relative living within the immediate household. Sick leave may be used for illness of a parent (includes mother-in-law and father-in-law) subject to the following restrictions: One (1) sick day per illness with a maximum of three (3) sick leave days per year. The teacher may use all or any portion of their leave to recover from their illness or disability which shall include, in part, all disabilities caused or attributed to pregnancy, miscarriage, abortion, childbirth and recovery. The teacher shall keep the school informed as to the probable date to return to work.

B. BEREAVEMENT LEAVE

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

C. PERSONAL LEAVE

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

D. CIVIC LEAVE

Employees selected for jury duty should immediately notify the Superintendent's office. In the event that jury duty is performed during working hours, the Board will pay the difference between the jury duty pay and the employee's regular pay for the period absent. Each week the employee must obtain a jury slip from the appropriate court office and submit same to the Superintendent's office.

E. TEACHER FITNESS

The Board may require a written physician's statement attesting to the teacher's fitness to continue teaching whenever, in its opinion, such a statement is necessary or desirable. The Board may request medical certification for any absence which last over ten (10) consecutive working days. If requested by the Board, the teacher shall file a physician's statement that the member is physically fit for employment in order to return to his/her position.

F. SICK LEAVE DONATION

Should a teacher exhaust his/her accumulated leave allotment of sick and personal days, and following a five (5) work day waiting period, may utilize voluntary contribution of sick leave days from other teachers to a maximum of fifty (50) days per academic year. The Association shall be responsible for the solicitation of such donated sick leave days from the teachers and the proper completion of authorized sick leave deduction forms.

ARTICLE XIV

LEAVE OF ABSENCE

- A. Any teacher whose personal illness extends beyond the period compensated under Article XIII shall be granted, upon written request, a leave of absence without pay for such time as is necessary for complete recovery from such illness, provided that such leave shall not exceed the balance of the school year, plus the succeeding school year. Upon return from leave, a teacher shall be assigned to the same position or to the position most nearly equivalent.
- B. Extended leaves of absence without pay may be granted upon written application and with the approval of the Board for the following reasons:
1. Improving teacher competency in his particular field.
 2. Maternal or paternal leave for child care.
 3. Sabbatical.

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

- C. Military leaves of absence without pay shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States. Except in the event of declared war, military leaves of absence shall not exceed two (2) calendar years or one (1) regular term of enlistment.
- D. A teacher upon return from any approved leave of absence shall be restored to his/her former position most nearly equivalent in like nature, seniority, and status.

ARTICLE XV

INSURANCE BENEFITS

1. HEALTH INSURANCE

- A. The Board shall provide fully paid health insurance to all full-time teachers requesting it. Teachers may select coverage under any of the following:

MESSA CARE I.

The board will reimburse the employee for charges up to the deductible, when presented with receipts. The deductible shall be up to \$50.00 for a single subscriber or \$100.00 for self/spouse or full family and the difference in deductible from the prescription co-pay between MESSA CARE I and MESSA CARE II. A check will be processed for reimbursement at any time during the school year that an employee accumulates the deductible cap or at the end of the school year for those who have accumulated less than the deductible cap.

Persons not selecting health insurance shall be provided with \$150.00 per month in benefit dollars

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

- B. Said insurance will be provided for one (1) year, starting September 1.
- C. The health, vision, and dental care insurance benefits shall be provided to all eligible part time teachers on a pro-rated basis.

2. DENTAL INSURANCE

The Board will provide 50/50 Class I dental coverage with choice of carrier to be determined by the Board of Education and comparable to Delta Dental 50/50 Class I with external/ internal Coordination of Benefits.

3. VISION CARE INSURANCE

The Board will provide the MESSA VSP-2 vision plan.

4. LIFE INSURANCE

The Board will provide a ten thousand dollar (\$10,000.) Term Life Insurance policy, for all regular full-time bargaining unit employees.

- 5. The NMEA and the Board will discuss changing the insurance's annually as quotes become available.

ARTICLE XVI

TEACHER EVALUATION

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

ARTICLE XVII

TEACHER RIGHTS

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

- G. If a freedom of information act (FOIA) request is received for a teacher's personnel file or personnel file information, the teacher will be notified of the request when it is received by an administrator. If the teacher indicates that he/she will challenge whether the information is disclosable under the FOIA, the Board will take the maximum time permitted by the FOIA before it responds to the FOIA request.

ARTICLE XVIII

STRIKES PROHIBITED

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

ARTICLE XIX

NEGOTIATION PROCEDURES

- A. It is contemplated that serious matters not specifically covered by this Agreement but of common concern to the parties shall, by mutual consent of both parties, be subject to professional negotiations between them from time to time during the period of this Agreement upon majority request by either party to the other.
- B. By March 1, 2000 the parties will begin negotiations for a new Agreement covering new hours, wages, terms and conditions of employment, and shall continue on a regular basis.
- C. If the parties fail to reach an Agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board, or take any other lawful measure it may deem appropriate.

ARTICLE XX

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may be processed as a grievance as hereunder provided.

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

- H. In accordance with the rules of the American Arbitration Association, each party shall have the right to peremptorily strike not more than three names from the list of arbitrators. The Union shall strike the first name; the District shall then strike one name. This process may be repeated three times.
- I. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the decision of the arbitrator. Expenses for the arbitrator's services shall be borne equally by the District and the Association. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available to the other party and to the arbitrator.
- J. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, both parties shall use their best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising under this Agreement, may be processed through the grievance procedure until resolution.

ARTICLE XXI

PROFESSIONAL STUDY

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

ARTICLE XXII

RETIREMENT

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

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

- B. The Board of Education will pay the Employer's cost of the teacher's salary to the State Retirement System.

C. **RETIREMENT - INCENTIVE**

An employee who has attained through a combination of age and years service in the district a total of 70 points and who has at least 14 years of teaching experience in the DeTour Area Schools shall be eligible to retire from the school system and receive the following benefits from the DeTour Area Schools:

1. For each year in the DeTour Area Schools, the employee shall receive an annual stipend .011 of the best year of total compensation in the district times the number of years in the system. This provision will be effective until July 1, 2000.
2. The stipend in #1 shall be paid to the employee for a maximum of six years or until the age of 62 years of age whichever comes first.
3. Such stipend shall be paid to the retired employee on a monthly basis. Application for early retirement will be made to the district in writing by June 1st.
4. No more than five (5) people will be retired per school year unless mutually agreed to by the DEA and the DeTour Board of Education.
5. Should the state law ever deem this Early Retirement Plan invalid the recipient would be reinstated to his or her former position with all seniority rank re-established. Necessary reduction in staff would be made to accommodate a returning retiree.

6. The parties may review the contents of this early retirement plan as often as once a year.
7. For teachers retiring under Provision C Article XXII of this contract, shall receive for each accumulated sick day:
 - A. For the first 100 days - \$5 per day
 - B. For each day over 100 days - \$10 per day

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

- D. The following early retirement incentive is applicable effective for those employees who do not retire under Provision C of this section of this contract, and are eligible for retirement under the Michigan State Retirement System:

1. For each accumulated sick day the employee shall receive a yearly stipend as specified for a maximum of six years or until age 62, whichever comes first.
 - a. For the first 100 days - \$5 per day
 - b. For each day over 100 days - \$10 per day

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

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

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

- A. In case of illness, a teacher shall call his immediate supervisor prior to the beginning of the school day, unless an emergency renders it impossible, or be subject to loss of sick pay.

- B. In the event that school is to be closed for a day, the administration will, to the best of its ability, so inform its teachers.
- C. A teacher who has called in sick, or who has been approved for personal leave, shall be charged with a loss of only one-half (1/2) day of sick leave if school is closed before lunch.
- D. Within three (3) weeks of the signing of the ratification of certification by both sides, the Board will print and present to the Association thirty (30) copies of this Agreement, with an additional fifteen (15) copies available at cost.
- E. Part-time teachers shall be advanced a full increment on the salary schedule for experience as long as they remain on a part-time basis. If the part-time teacher becomes a full-time teacher than their placement on the salary schedule shall be pro-rated on the amount of experience which the teacher has actually taught.
- F. If any Article or Section of this contract or if any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or of compliance with or enforcement of any Article or Section should be restrained, then that Section shall be held null and void, with the Board and the Association making every effort to renegotiate that Section to be in compliance with the law.
- G. People laid off will retain accumulated sick leave, subject to recall, for a period of five (5) years.
- H. The kindergarten teacher will receive ferry boat tickets for the days that (he/she) attends the school opposite of their residence. (2-3 tickets per week based on Wednesday rotation).

ARTICLE XXIV

SCHOOL IMPROVEMENT PLANS

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

- A. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

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

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

ARTICLE XXV

LEAST RESTRICTIVE ENVIRONMENT

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

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

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

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

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

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

2. The district shall make every reasonable effort to provide the receiving teacher with necessary support identified in the IEPC.
3. The administration shall provide, prior to such placement whenever possible, inservice training and awareness information to the teacher(s) regarding the instruction and behavioral management of such mainstreamed students in the regular education classroom setting, including but not limited to, the differing approaches, problems, and techniques to be utilized with varying physical, mental, emotional, and behavioral conditions as are likely to be faced in the given situation. Such training and information shall be provided at Board expense and mutually arranged with the teacher(s) to be involved. If such prior training and information are not possible, the training and/or information will be provided as early as can be arranged after the placement has occurred.
4. Except in life threatening circumstances, a regular education classroom teacher shall not be required to perform medically specialized procedures for or on mainstreamed students. In a situation where a teacher agrees to provide such procedures, he/she shall be provided with training appropriate to the situation with all expenses paid by the Board.

ARTICLE XXVI

MENTOR TEACHERS

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of PA 335 (1993) and shall perform the duties of a Master Teacher as specified in the act.
- B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration after consultation with the Association. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. Mentor Teachers shall be assigned in accordance with the following:
 - 1. The ultimate and overriding criteria used in selecting a Mentor Teacher will be the candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
 - 2. The Mentor Teacher shall be a tenured teacher within the bargaining unit (whenever possible).
 - 3. Participation as a Mentor Teacher shall be voluntary.
 - 4. The District shall notify the Association of those members requiring a mentor assignment or any affected member whose classroom assignment has changed.
 - 5. Mentor Teachers and Mentees shall work in the same building (elementary, middle, high school) and have the same area of certification (whenever possible).
 - 6. The mentee shall be assigned to only one (1) Mentor Teacher at a time.
 - 7. The Mentor Teacher assignment shall be for one (1) year, subject to review by the Administration, Mentor Teacher and the Mentee after three (3) months. The appointment may be renewed in succeeding years.
 - 8. Mentor Teachers may have up to two (2) mentees if so desired.

- D. Because the purpose of the mentor/mentee match is to acclimate the teacher and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher. This article does not apply to unethical, illegal or immoral activities on the part of either the mentor or mentee.
- E. Upon request, the Administration shall make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day and school calendar year. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time.

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

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

ARTICLE XXVII
PROFESSIONAL COMPENSATION

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

TEACHER SALARY SCHEDULES

- A. New teachers to be allowed up to five (5) years of previous experience as degree teachers for salary purposes.
- B. Teachers who earn a sufficient number of semester graduate hours to qualify for columns 2, 3, or 4 shall receive increment pay for the additional hours, beginning the first semester after qualifying for said column, with increment pay to be paid for each succeeding step on the salary schedule. Teachers who are already receiving salary for additional graduate hours shall not be affected by this provision.
- C. Graduate and State Board CEU credits are based on the following formula

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

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

- D. Teachers will be paid a per-diem rate for each additional day above 182 days required for professional development.

**SALARY SCHEDULE
1997-98**

<u>YEAR</u>	<u>BA</u>	<u>BA + 18</u>	<u>MA</u>	<u>MA + 20</u>
1	25,156	25,911	27,294	28,385
2	25,665	26,435	27,844	28,958
3	26,691	27,492	28,958	30,117
4	27,759	28,592	30,116	31,321
5	28,869	29,736	31,321	32,574
6	30,024	30,925	32,574	33,877
7	31,225	32,162	33,876	35,232
8	32,474	33,449	35,232	36,642
9	33,773	34,787	36,641	38,107
10	35,124	36,178	38,106	39,632
11	36,529	37,625	39,631	41,217
12	37,990	39,130	41,216	42,866
13	38,750	39,913	42,040	43,723
14	39,525	40,711	42,881	44,597
15	40,315	41,525	43,739	45,489
16	41,121	42,356	44,613	46,399
17	41,944	43,203	45,506	47,327
18	42,783	44,067	46,416	48,274

**SALARY SCHEDULE
1998-99**

<u>YEAR</u>	<u>BA</u>	<u>BA + 18</u>	<u>MA</u>	<u>MA + 20</u>
1	25,911	26,688	28,113	29,236
2	26,947	27,756	29,237	30,406
3	28,025	28,866	30,406	31,622
4	29,146	30,021	31,623	32,887
5	30,312	31,221	32,888	34,202
6	31,524	32,470	34,203	35,570
7	32,785	33,769	35,571	36,993
8	34,097	35,120	36,994	38,473
9	35,460	36,525	38,474	40,012
10	36,879	37,986	40,013	41,612
11	38,354	39,505	41,613	43,277
12	39,888	41,085	43,278	45,008
13	40,686	41,907	44,143	45,908
14	41,500	42,745	45,026	46,826
15	42,330	43,600	45,927	47,763
16	43,176	44,472	46,845	48,718
17	44,040	45,361	47,782	49,692
18	44,921	46,269	48,738	50,686

**SALARY SCHEDULE
1999-2000**

<u>YEAR</u>	<u>BA</u>	<u>BA + 18</u>	<u>MA</u>	<u>MA + 20</u>
1	26,947	27,756	29,237	30,406
2	28,025	28,866	30,406	31,622
3	29,146	30,021	31,623	32,887
4	30,312	31,221	32,888	34,202
5	31,524	32,470	34,203	35,570
6	32,785	33,769	35,571	36,993
7	34,097	35,120	36,994	38,473
8	35,460	36,525	38,474	40,012
9	36,879	37,986	40,013	41,612
10	38,354	39,505	41,613	43,277
11	39,888	41,085	43,278	45,008
12	41,484	42,729	45,009	46,808
13	42,313	43,583	45,909	47,744
14	43,160	44,455	46,827	48,699
15	44,023	45,344	47,764	49,673
16	44,903	46,251	48,719	50,667
17	45,801	47,176	49,694	51,680
18	46,717	48,119	50,687	52,714

ARTICLE XXVIII

SUPPLEMENTAL SALARIES

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

<u>POSITION</u>	<u>PERCENTAGE</u>
Varsity Football	10%
Assistant Football	7%
Junior Varsity Football	7%
Varsity Basketball	10%
Junior Varsity Basketball	7%
Junior High Basketball	7%
Freshmen Basketball	4%
Elementary Basketball	3% (of BA Step 1)
Varsity Volleyball	10%
Junior Varsity Volleyball	7%
Junior High Volleyball	3% (of BA Step 1)
Varsity Track	7%
Assistant Track	4%
Junior High Track	4%
High School Cheerleader Advisor	7%
Junior High Cheerleader Advisor	3%
Class Advisors	1.5%
Music Performance	4%
Mentor Teacher	1%
National Honor Society	1.5%
Yearbook	5%

1. Supplemental salaries for extra-curricular activities will be based on a percent of the B.A. Salary Schedule and shall be paid by separate check from the payroll after the season is completed.
2. Compensation for extra curricular obligations not identified above shall be agreed to between the Board and the Association.

3. If one individual coaches a boys and girls team in the same sport at the same time, they shall receive compensation for the team at the highest percentage rate and one-half compensation for the other team.
4. Experience credit will be granted for a maximum of five (5) years outside of the system.

ARTICLE XXIX

SCHOOL CALENDAR

The school year shall consist of 183 work days in 1997-98, 184 in 1998-99 and 185 in 1999/2000. The following holidays shall be observed and not considered as work days:

Labor Day
Thanksgiving Day
Christmas Day
New Years Day
Memorial Day

In addition, employees shall not be required to work on the Friday after Thanksgiving.

Days of student instruction which were scheduled and not held due to inclement weather, mechanical breakdowns, epidemics, etc., will be rescheduled by mutual consent of the Association and the Administration to insure that there are a minimum of 180 days of student instruction.

ARTICLE XXX

DURATION OF AGREEMENT

The duration of this Agreement shall be from September 1, 1997 to August 31, 2000.

ARTICLE XXXI

CERTIFICATE OF RATIFICATION

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

FOR NORTHERN MICHIGAN EDUCATION ASSOC.

Angela S. Reed

Dated: 12/15/97

Barbara J. Cloudman

Dated: Dec 15, 1997

FOR THE BOARD OF EDUCATION

Cynthia Berden

Dated: 12/15/97

Elin E. Seaman

Dated: 12/15/97

SCHEDULE D
OFFICIAL GRIEVANCE FORM

Name of Grievant _____ Date of Filing _____

Acknowledgement by Superintendent _____ Dated _____

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

Article No: _____ Paragraph: _____

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

Signature of grievant _____

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

ACTION TAKEN ON GRIEVANCE

Date on which the Superintendent met with the Association _____

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

Signature of Superintendent _____ Dated _____

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

SCHEDULE D
(PAGE 2 OF GRIEVANCE FORM)

Name of Grievant _____ Date of Filing _____
Acknowledgement by Board President _____ Dated _____

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

Article No: _____ Paragraph No: _____

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

The grievant and/or Association met with the Superintendent on _____

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

Date of Board meeting at which grievance was discussed: _____

Members present

MEA representatives present

The following action was taken by the Board:

Motion by _____ and supported by _____ that the grievance under consideration is hereby: Upheld _____ or Denied _____

Yeas: _____

Nays: _____

Motion is _____.

If upheld, the following remedy is hereby authorized:

Signature of Board President _____

**DETOUR AREA SCHOOLS
1997-98 CALENDAR**

August	28	Teacher Workday (No Classes)
September	1	Labor Day
	2	Student's First Day - Half Day
	3	Student's First Full Day
October	10	Fall In-Service - No Classes
	31	End of First Nine Weeks
November	6	Parent-Teacher Conference Dismissed at 11:56 a.m.
	26	School Dismissed at 11:56 a.m.
	27 - 28	Thanksgiving Break - No School
December	22 - Jan 4	Christmas Break - No School
January	5	School Resumes
	21, 22, 23	Exams, School Dismissed 11:56 a.m.
	23	End of First Semester
March	27	End of Third Nine Weeks
April	6-13	Spring Break - No School
	14	School Resumes
May	25	Memorial Day - No School
June	4, 5, 8	Exams - School dismissed 11:56 a.m.
	9	Teacher Work Day (No Classes)

180 Days of Instruction
183 Days for Teachers

Session Time 8:24 - 3:08

100