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6/30/99

AGREEMENT BETWEEN DELTA-SCHOOLCRAFT INTERMEDIATE EDUCATION ASSOCIATION

AND

DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION

Effective
July 1, 1996
June 30, 1999

Delta-Schoolcraft Intermediate School District

DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION STATEMENT OF ASSURANCE
OF COMPLIANCE WITH FEDERAL LAW

The Delta-Schoolcraft Intermediate School District Board of Education complies with all federal laws and regulations prohibiting discrimination and with all requirements and regulations of the United States Department of Education. It is the policy of the Delta-Schoolcraft Intermediate School District Board of Education that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status, or disability shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the United States Department of Education.

Inquires or complaints may be addressed to the Delta-Schoolcraft Intermediate School District Coordinator of Planning, Monitoring and Data Collection.

Authorized signature:

Name: Dennis J. Stanek Date 9-3-96

Dennis J. Stanek, Superintendent
Delta-Schoolcraft Intermediate
School District

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This Agreement entered into this 1st day of July 1996, between the **Delta-Schoolcraft Intermediate School District Education Association and the Michigan Education Association,** and the **National Education Association (DSEA/MEA/NEA),** an organization hereinafter called the **Association,** and the **Delta-Schoolcraft Intermediate School District** hereinafter called the **Board.** The signatories shall be the sole parties to this Agreement.

WITNESSETH

WHEREAS, both parties have reached certain understanding which they desire to confirm to this Agreement.

In consideration of the following mutual covenants, **IT IS HEREBY AGREED** as follows:

ARTICLE I
RECOGNITION

A. Recognition Provision: The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 2 of Act 379, Public Acts of 1965 for the unit consisting of all certified teaching personnel, career-technical education personnel on annual authorization, speech therapists, occupational therapists, physical therapists, school social workers, school psychologists, teacher consultants, network systems manager, distance learning coordinator, technology coordinator, non-administrative program coordinators, alternative education coordinator and teachers, adult education coordinator and teachers, but excluding substitutes, per diem employees, supervisors, administrators, and all other employees excluded by State Law. The phrase, "professional staff member" when used hereinafter in this Agreement shall refer to any employee represented by the Association in the bargaining or negotiation unit as above defined.

B. Negotiations with Association: The Board agrees not to negotiate with any professional staff member organization other than the Association for the duration of this Agreement.

C. Rights Under Law: Nothing contained herein shall be construed to deny or restrict any employee or the Board of rights either may have under the Michigan General School Laws.

D. School Improvement Program: The Board and the Association recognized the value of providing an instrument to address mutual concerns within each building. It is because of this recognition that the Board and the Association mutually support the concept of the School Improvement Program (SIP).

The Board and the Association further recognize that utilizing the professional abilities of the work force within building level, committees will create a high quality professional atmosphere that can lead to solving emerging problems.

The building committees will not deal with contractual issues. Problems of a contractual nature will be handled according to the grievance procedure of the Master Agreement. Any decision reached by the building committee will be supported by the committee and communicated to and agreed to by a majority of the building staff. Decisions reached may not be in conflict with Board policy or the Master Agreement.

Participation in a SIP Committee is voluntary and shall not be part of a members evaluation or otherwise be used to discipline the member. Participation in SIP shall not be denied to any Association member.

It is further recognized that SIP committee meetings will be kept to the regular working hours of the day, unless mutually agreed upon by all participating parties.

ARTICLE II

EXTENT OF AGREEMENT

A. Agreement in Writing: This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendments to this Agreement.

B. Individual Contracts: Any individual contract including Letters of Agreement for special projects such as SYEP, MYC, Summer Diagnostic team members, etc. between the Board and an individual professional staff member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling. A copy of each type of individual contract shall be given to the Association and remain unchanged for the duration of the contract.

C. Priority of Agreement: This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

D. Conflict with Law: 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.

ARTICLE III
CONTINUITY OF OPERATIONS

A. Uninterrupted Operation: 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 operation. Since the parties will establish a comprehensive grievance procedure to which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work disruption 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 said term is defined by the Public Employees Relation Act) unless the Board refuses to fully implement an arbitration award issued in accordance with this contract. The board agrees that it will not engage in a lock out so long as this Agreement is in effect.

B. Emergency Closing of Schools: In the event that weather conditions or other acts of God require that the Intermediate School District be closed, the employer shall notify the employees by announcing said closing on local radio stations WDBC, WCHT, and WGLQ.

Professional support staff will not be required to report for the first two days as allowed by State Law. All days beyond the first two will be rescheduled with the Administration.

Instructional staff will not be required to report for the first two days as allowed by State Law. All days beyond the first two will be rescheduled according to the school calendars for the building of their assignment, i.e. Manistique Satellite Center, James R. Fitzharris High School, Learning Center and the DSISD Career-Technical Center.

ARTICLE IV

ASSOCIATION DUES/FEES AND PAYROLL DEDUCTIONS

A. Agency Shop: All employees covered under this contract, as a condition of employment, shall either join the Association (NEA/MEA) or pay a representation fee lawfully charged as agreed upon by the Association. In the event the representation fee shall not be paid to the Association, the Board, upon receiving a signed statement from the Association indicating the employee has failed to comply with this condition, shall immediately notify said employee that he/she is not abiding by the terms of the Master Agreement. Likewise, if the employee refuses to sign a deduction form, the employer shall immediately notify the local MEA office and the Delta-Schoolcraft ISD EA President. The refusal of said employee to contribute fairly to the cost of negotiations and administration of this and subsequent agreements will be responded to as follows:

1. Local dues or service fees will continue to be deducted and it will be the responsibility of said employee to request a hearing before a joint committee consisting of two (2) representatives each of the ISD Board and the ISD EA.
2. At the date of the request, union dues/service fees will be held in escrow until such issues are resolved in a court of competent jurisdiction.
3. If the employee drops his/her case, the union dues/service fees would be submitted to the Association. If judgment in a court of competent jurisdiction is in employee's favor, he/she would receive union dues/service fees collected to that point as allowed by the court.

On or before the fifth day of September of each year, the Association shall notify the Board of the amount of the annual dues/representation fee payable by all members of the Association, and the representation fee payable by non-members pursuant to Section 10 (1) (c) and (2) of the Public Employment Relations Act. The deduction of membership dues shall be made from one regular paycheck each month for ten (10) months beginning in September and ending in June of each year and the Board agrees promptly to remit to the Association all monies so deducted, accompanied by a list of employees from whom the deductions have been made. Local dues, plus assessments

shall be paid to the Association treasurer on the second payday in February.

B. Liability: The Association agrees, at its own cost and through its own counsel, to indemnify and save the district, the Board, and including each individual school board member and each school district administrator harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this Agreement.

C. Contract: The parties agree that every professional staff member permitted to work will be required each school year to sign an individual contract of employment as provided in Section 569 of the School Code and that every such contract shall contain the following:

> **"This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representative of professional staff members employed by the Board."**

ARTICLE V

ASSOCIATION RIGHTS

A. P.A. 379 of 1965: Pursuant to Act 379, Public Acts of 1965, the Board hereby agrees that every employee of the District 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 their mutual aid and protection. As a body exercising governmental powers under color of law of the State of Michigan, the school district undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce any professional staff member in the enjoyment of any rights conferred by Act 379, or other laws of Michigan or the Constitution of Michigan and the United States: that it will not discriminate against any professional staff member with respect to hours, wages, or any terms or conditions negotiated with the District or the institution of any grievance of complaint or proceeding under this Agreement, or otherwise, with respect to any terms or conditions of employment.

B. I.S.D. Facilities: The Association and its representatives shall have the right

to use school facilities for meetings upon approval of the superintendent or building administrator as long as such meetings do not interfere with regularly or previously scheduled school activities. Such use of the buildings shall be without charge on regular school days. The use of buildings leased by the Board will be governed by the provisions of said lease.

C. Released Time for Association Business: The Board shall provide, at no cost to the Association president or designee, three (3) days of released time for the handling of Association business as deemed appropriate by the Association president. The Association agrees to notify the superintendent no less than one (1) week in advance of taking such leave.

D. Ancillary Services: Typing, calculating, duplicating and audio-visual equipment will be made available to the Association for the purpose of producing notices, announcements, and other such items of an official or professional nature. The Association shall pay to the Business Office the reasonable cost of all materials and supplies incidental to such use, and for any breakdowns or damage occurring due to Association misuse. Use of equipment or secretarial help for Association business shall be approved by the department administrator.

E. Public Information: The Board agrees to furnish the Association in response to reasonable written request, regular and routine available business information, including but not limited to, the financial resources of the district, including salaries paid to employees and their years of experience and training and such financial reports as are routinely prepared for the Board of Education. If duplication of reports for the Association results in additional cost to the district, such cost will be billed to and paid for by the Association.

F. Official Association Representative at Board Meetings: If the president of the Association wishes items placed on the agenda for the regularly scheduled board meeting, the president shall make such request of the Board seventy-two hours prior to the meeting. The Board shall recognize the president of the Association or his/her representative as a matter of new business. Items not received before the deadline may be added at the time of the meeting.

G. Job Descriptions: The Association and the administration shall work jointly in establishing all professional job descriptions. The Association's executive committee will represent the Association in said activity.

ARTICLE VI

BOARD'S RIGHTS AND RESPONSIBILITIES

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 it and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including the rights:

A. To the executive management and administrative control of the school district and its properties and facilities, and the duties, responsibilities and assignment of teachers and other employees, during the working day;

B. To hire all employees and, subject to the provisions of law, to determine their qualifications in accordance with Section G, Article V, and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees;

C. To establish, alter or terminate programs and education services;

D. To be responsible for the means and methods of instruction, including providing of textbooks and other teaching materials.

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

ARTICLE VII

SCHOOL CALENDAR

The school calendar for all professional staff employees shall be based on 183 contract days, but in no event shall a contract year be in excess of 230 days.

The calendar for all bargaining unit members except the Career-Technical Education staff in Manistique shall be according to Calendars A, B, and C for 1996/99

which are a part of this Agreement.

The Career-Technical Education staff in Manistique shall work according to the calendar of the Manistique Area Schools as long as its individual bargaining unit members' calendar does not exceed 183 days.

Changes in individual assignments may be made by the district up to July 1. After that time, changes to employee's individual contract calendar shall be by mutual consent of the Board and individual.

The calendar for non-teaching contractual days will be the following:

First Day: a. one half-day for orientation and department meetings.

b. one-half day for staff at assigned locations.

Second Day: a. one-half day for Professional Development, inservice, etc.

b. one-half day for records and preparation for second semester.

Third Day: Final records.

ARTICLE VIII

GRIEVANCE PROCEDURE

SECTION A: Claim of Violation: A grievance shall be defined as a claim by any professional staff member or the Association which is based upon an event or condition which affects the conditions or circumstances under which a professional staff member works, allegedly caused by misinterpretation or inequitable application of the terms or conditions of this Agreement.

SECTION B: Employee's Rights: An individual employee shall have the right at any time to present his/her own grievance to the school district and to have the grievance fully adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement and the bargaining representative has been given the opportunity to be present at such adjustment.

SECTION C: Step 1 - Oral Discussion: In the event that a professional staff member believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate supervisor, either personally or accompanied by the Association representative. The grievance must be filed within ten (10) days of the occurrence of the alleged grievance, or within ten (10) days of when such events should reasonably have been discovered. All reference to days in the grievance procedure shall

mean working days.

Both parties shall sign and date a receipt which specifies that the oral discussion took place and the reason for the grievance. Within ten (10) days of the oral discussion the immediate supervisor shall render a decision concerning the disposition of the grievance and give it orally to either the professional staff member filing the grievance or the Association.

SECTION D: Step II - Written Presentation: If the grievance is not resolved in Step 1, the employee or the Association may reduce the grievance to writing and present it to the Superintendent or a designee for a written answer. The written grievance shall be on a form provided by the Association and shall be filed within five (5) days of the oral denial, but under no conditions shall it be later than fifteen (15) days from the presentation of the oral discussion at Step 1.

The written grievance must state the facts giving rise to the grievance, the date on which the grievance arose or was discovered, the Article(s) of this Agreement alleged to have been violated, or the change in terms or conditions of employment which gave rise to the grievance. Further, the grievance shall state the contention of the employee or the Association and shall indicate the relief requested. The grievance shall be signed and dated by the employee or the Association representative. The superintendent or a designee shall give the employee or the Association a reply in writing on the disposition of the grievance within five (5) days after receipt of the written grievance.

SECTION E: Step III - Referral to the Board: If the grievance is not resolved in Step II, the professional staff member or the Association may, within five (5) days after receipt of the superintendent's written answer (or a designee's), appeal the grievance to the Board of Education. Within five (5) days of receipt of the appeal, the Board of Education shall meet with the Association and the professional staff member(s) on the grievance, giving the professional staff member and the Association the opportunity to be heard. Within five (5) days of such meeting, the Board shall indicate in writing their disposition of the grievance and furnish a copy thereof to the professional staff member and the Association.

SECTION F: Step IV - Arbitration: If the Association is not satisfied with the disposition of the grievance by the Board or, if no disposition has been made within the

period provided, the matter may be referred to arbitration. The matter may be referred to arbitration only by the Association. The Association shall give notice to the Board that the Association is referring the matter for arbitration. The party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

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

The arbitrator shall have no authority except to pass judgment upon alleged violations of the provisions of this Agreement and to determine disputes involving the application or interpretation of such provisions and shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the law.

SECTION G: Fees and Expenses of the Arbitrator: The arbitrator's fees and expenses shall be shared by the employer 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 participation.

SECTION H: Time Limits: The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. If the grievance is not advanced to the next step within the allotted time limit by either party, it shall be deemed abandoned by the party failing to adhere to the time limit and shall be ruled in favor of the other party. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the superintendent and the professional staff member or Association shall meet to determine adequate time limits which would expedite the processing of the grievance.

SECTION I: Expiration of Contract: Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

SECTION J: Exclusions: The following subjects covered and governed by the terms and provisions of this Agreement shall not be subject to the grievance procedure:

1. Any complaint or dispute involving the discharge, termination, demotion or the extension of the period of probation of a teacher, if that teacher's case qualifies for jurisdiction and could be heard pursuant to the Michigan Tenure of Teachers Act.

2. Any non-renewal of a probationary teacher's employment, extension of the probationary period, or termination of a probationary teacher.

3. Any claim or complaint should not be grieved for which there is established another remedial procedure or forum established by law, including alleged disputes within the jurisdiction of the Equal Employment Commission, Civil Rights Commission, Michigan Employment Relations Commission, or Michigan Tenure Commission.

ARTICLE IX

REDUCTION OF STAFF

SECTION A: Seniority: No later than thirty (30) days following the ratification of this Agreement, and by October 1 each year thereafter, the employer shall prepare and post in every building of the district a seniority list. Every employee shall have the right to contest his/her placement on the seniority list for a time period of thirty (30) days following such posting.

Seniority shall be defined as length of unbroken service, except as defined in this Article, within the bargaining unit and shall be computed from the employee's first day of work. All bargaining unit members shall be ranked on the list as above defined. In the circumstance of more than one individual having the same first day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. Bargaining unit members so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members to be in attendance.

Part-time bargaining unit members shall be given prorata seniority. In the event a bargaining unit member attains a number of years of seniority to qualify him/her to enter a group for which a drawing has already been held or that has been finalized, that bargaining unit member shall automatically be added to the bottom of that group for that year on the list.

SECTION B; General Lay-off: It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff except as expressly limited by the terms and conditions of this Agreement and that the procedures set forth in this Article shall be used in laying off personnel.

When the number of educational programs or positions to be reduced has been decided, the affected professional staff member shall be given written notification of said action at least thirty (30) days prior to the beginning of the second semester.

The professional staff member with the lowest seniority shall be laid off first. If the person bumping meets all the requirements of the above paragraph but their training is less than acceptable, said employee will be requested to seek additional training to upgrade their skills. The cost of such training will be a shared expense, with the district paying 50% of the cost and the employee paying 50%. Costs will include tuition, required books and fees. Classes/training will be obtained locally whenever possible. Additional classes or training will be governed by the availability of classes and when requests are made.

SECTION C: Recall: Laid-off personnel shall be recalled in the reverse order of lay-off and shall be given preference in hiring for any position which opens in the district for which they are certified and/or approved.

The Board reserves the right to reinstate and/or add programs but not necessarily in reverse order of termination.

Professional staff members on lay-off shall retain their seniority in the district until they resign or until they refuse a position with Delta-Schoolcraft Intermediate School District.

Professional staff members on lay-off shall file an up-to-date change of address form with the district on a yearly basis by July 1.

Professional staff members shall be recalled by certified mail, return receipt requested. Such letter shall be sent to the professional staff member at their last known address filed with the district. If the professional staff member does not notify the district of their acceptance with twenty (20) days he/she shall lose all further rights of reinstatement. A copy of all notices of recall shall be sent to the Association.

SECTION D: Procedure for Professional Staff Members Declared Surplus: Once a professional staff member has been declared surplus, he/she shall be eligible within two (2) weeks to bump another professional member of seniority providing he/she is certified and/or approved for the position held by the professional staff member with seniority. Professional staff members so affected shall be notified at the end of the two (2) week period of the nature of their reassignment by certified mail. Professional staff members affected shall have an additional two (2) weeks to accept or reject their reassignment.

A professional staff member that has been declared surplus by the elimination of programs and/or positions, and is certified and/or approved in more than one area, shall be eligible to bump only the person with the least seniority within those areas of certification and/or approval held by the professional staff member declared surplus.

SECTION E: Special Provisions: All seniority in the bargaining unit is lost when employment is severed by resignation, retirement or discharge for just cause.

Administrators shall not accrue seniority in the bargaining unit but shall be entitled to reinstatement of seniority held prior to becoming an administrator (or holding an administrative position) if the administrator is returned to active membership in the bargaining unit, provided his/her employment in the district has been continuous.

Recalled professional staff members shall have all sick leave benefits, experience level or other applicable fringe benefits reinstated upon recall, but shall not receive credit for benefits during time of layoff.

If the district is considering pink slipping for an upcoming year, it hereby agrees to pink slip professional staff members at least thirty (30) days prior to the end of the school calendar year in which personnel are to be reduced.

Seniority shall continue to accrue for all bargaining unit members on maternity leave, military leave or any leave of absence which is not extended beyond one (1) year unless required by law. The above leaves shall not be considered a break in service as defined in Section A of this Article.

Professional staff members notified during the current year that they are to be laid off the following Fall shall be eligible for and receive all fringe benefits including health care coverage for which they are entitled during the summer months.

Staff members issued a lay-off notice prior to the end of the school year and rehired at the start of the following school year shall have any unemployment compensation drawn during the regular summer vacation deducted from their gross salary for the following year.

ARTICLE X

PERSONAL LEAVES

A. Personal Leave: At the beginning of every school year, each professional staff member shall be credited with two (2) personal days. One (1) additional day of personal leave can be used and deducted from sick leave. Personal leave must not be taken on the first or last day of the official school year or on the day immediately preceding or after a scheduled recess or holiday. The appropriate supervisor may approve exceptions on a case-by-case basis. Prior notification must be given to appropriate supervisor.

B. Jury Duty: Any professional staff member called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter or who shall be asked to testify in any arbitration or fact finding shall, upon reimbursement by the Court, reimburse the school district for all money received except any mileage allowance.

ARTICLE XI

UNPAID LEAVES OF ABSENCE

Illness or Personal Leave

A. An eligible employee (as defined by the Family and Medical Leave Act) who is unable to work because of personal illness or disability and who has exhausted all accumulated sick leave, shall be granted an unpaid leave of absence for the duration of the illness or disability for a period of up to twelve (12) weeks. This leave may be extended for a period of up to an aggregate period of one (1) year, at the discretion of the Board.

1. Employees accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the employee must begin medical treatment sooner, notice shall be given by the employee as promptly as is practicable under the circumstances.

2. The Board has the right to receive medical certification from the employee's health care provider regarding the necessity for leave taken under this section. The employee will facilitate and cooperate in the furnishing of such information, which shall include:

   (a) The date the illness or disability commenced and the health care provider's best medical judgment concerning the probable duration of the condition;

   (b) Diagnosis of the illness or disability;

   (c) A brief statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency and duration of treatment, including treatment by another provider of health services on referral by or order of the health care provider); and

   (d) Indication of whether in-patient hospitalization is required.

   (e) Either a statement that the employee is unable to perform work of any kind, or a statement that the employee is unable to perform the essential functions of the employee's position, with or without reasonable accommodation.

3. The Board has the right to require that a second medical opinion (at Board expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and Board (in consultation with the Association, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, the employee and the Association. The cost of this examination shall be paid by the Board.

4. The Board shall have the right to require recertification during the leave period and medical certification of the employee's fitness to return to duty at the expiration of the leave period.

5. The Board and the employee agree to cooperate in scheduling return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.

   If a bargaining unit member begins a leave under this section more than five (5) weeks before the end of a semester, the Board may require that leave be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the employee would return to work during the three (3) week period immediately before the conclusion of the semester.

6. Upon return from leave, the employee shall be assigned to either the same position from which leave was taken or to a position for which the employee is certified (or approved, as applicable) and qualified. Compliance with the above standards shall be considered as restoration to an equivalent position. Restoration may be denied in the event of reduction in staff.

7. The Board of Education will continue premium payments for health care benefits up to six (6) months only for an employee who has been granted an unpaid leave of absence for medical reasons due to a personal illness or disability. If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within five (5) days of demand.

8. Where an employee requests intermittent leave or reduced schedule leave for purposes authorized under the Family and Medical Leave Act and would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the Board may require that the employee:

(a) take leave for the duration of the planned treatment

-OR-

(b) transfer temporarily to an alternative position for which the employee is certified (or approved, as applicable) and qualified (and which has equivalent pay and benefits) where the temporary transfer would better accommodate the need for recurring leave, in comparison to the employee's current assignment.

Intermittent leave, to the extent required by the Family and Medical Leave Act, shall be taken in intervals of not less than two (2) hours. Employees shall attempt to schedule intermittent leave so as not to disrupt the continuity of services and instruction.

Unpaid Leaves of Absence

B. A leave of absence shall be granted to an eligible employee to enable him/her to assist before, during, and after the birth (or adoption or foster care placement) of a child. This leave shall be for a period of up to one (1) year and must be taken within twelve (12) months of the birth, adoption or foster care placement of the child. Leave extensions shall be at the Board's discretion.

1. Employees accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the birth or placement requires leave to begin in less than thirty (30) days, notice shall be given by the employees as promptly as is practicable under the circumstances.

2. The Board and the employee agree to cooperate in scheduling return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.

   (a) If a bargaining unit member begins leave under this section more than five (5) weeks before the end of a semester, the Board may require that leave be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the employee would return to work during the three (3) week period immediately before the conclusion of the

semester.

(b) If a bargaining unit member begins leave during the five (5) week period before the end of a semester, the Board may require that leave be taken until the end of the semester if the leave will last more than two (2) weeks and if the employee would return to work during the two (2) week period immediately before the end of the semester.

(c) If a bargaining unit member begins leave during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the Board may require the employee to take leave until the end of the semester.

3. Upon return from said leave, the employee shall be reinstated to the former position, or to a position of like nature, seniority and salary schedule position held prior to commencement of the leave. Assignment to a position for which the employee is certified (or approved, as applicable) and qualified shall be considered as restoration to an equivalent position. Restoration may be denied in the event of a reduction in staff.

4. Should the course of nature be interrupted or should the death of the child occur within the period of leave, the above rules pertaining to duration and return from leave may be relaxed under such conditions as the Board of Education may prescribe.

5. The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for an employee who has been granted an unpaid leave under this section. If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or reoccurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by

the employee to the Board within five (5) days of demand.

All other provisions of the contractual Agreement, not specifically replaced, modified or superseded by Article XI, shall remain unaffected thereby.

C. Other Unpaid Leaves of Absence: The district, upon application of the teacher, may grant an unpaid leave of absence for a period of up to one (1) year for a teacher to participate in exchange programs with other school districts, states and territories, foreign countries or to join the Teaching Corp, or Job Corp or other employment, or to engage in advance study at any accredited college or university in a field related to the teacher's professional responsibility. For the Peace Corp up to two (2) years will be allowed.

Application for such leave shall be filed by April 1 of the year prior to the leave. The approval or non-approval of such leave shall be at the sole discretion of the Board. Such leave, upon written request by the teacher, may in the discretion of the Board, be extended for an additional one (1) year period. Years of experience shall accrue during the original grant of leave, but there shall be no seniority accrual for any extension thereof. There shall be no fringe benefits paid during such leave or in the extension. The teacher shall give notice by April 1, in writing, of intent to return to employment at the district. Upon return from leave, a professional staff member shall be assigned to the same position as agreed upon at the time the leave was granted.

D. Military Leave: A military leave of absence shall be granted to any staff member who shall be inducted for military duty in any branch of the armed services of the United States. Upon return from such leave, the professional staff member shall be placed in employment with the district according to the Soldier's and Sailor's Act.

ARTICLE XII

TRAVEL AND MILEAGE

A. Travel Provisions: Effective with the ratification of this contract and not retroactive, the Board will pay in the way of travel reimbursement, the IRS approved rate per mile for any miles that are necessary for the professional staff member to drive on any given date over and above the miles from their residence, to and from their established home base. The deadline for submission of mileage forms will be determined by the business office and distributed in July.

Work stations and special mileage arrangements will be determined by department directors with approval of the superintendent. The Association will be notified in writing of all individual agreements.

B. Conference and Meetings: Travel expenses will be compensated by the Board at the rate computed in ARTICLE XII A above, along with the cost of meals (daily per diem rate: $6.00/breakfast; $7.00/lunch; $17.00/dinner and actual cost of lodging provided receipts are turned into the office) for any professional staff member who is sent to a conference, convention, or meeting for the benefit of that staff member and the district.

The employee shall use the employer provided credit card or receive an advance payment for anticipated conference and travel expenses for an amount mutually determined but not less than $100.00 if the employee submits the anticipated expenses two (2) weeks prior to the conference. Unused amounts will be returned and unanticipated expenses will be submitted through the present procedure.

ARTICLE XIII

ILLNESS AND DISABILITY

A. Sick Leave: It shall be the policy of the Board to allow one (1) day or fraction thereof of paid sick leave for every 18 contracted days worked but, in no case, shall the number of days exceed 12. Unused sick days may accumulate to 135 days for 1996/97, 140 days for 1997/98 and 145 days for 1998/99. Sick leave shall be allowed for illness of an employee including absences due to maternity or for illness of a member of the employee's immediate family defined to include spouse, parent, parent of spouse, child, brother, brother-in-law, sister, sister-in-law, grandchild, grandparent or IRS qualified dependent living in the household. In order to earn the first day of sick leave, the new employee must be present at work. Sick days used up to yearly amount would not be deducted until end of school year.

B. Absence for Death: Absence without loss of salary shall be allowed upon the death of a spouse, parent, parent-in-law, sister, sister-in-law, brother, brother-in-law, child, grandparent, grandchild or IRS qualified dependent living in the household. Length of leave shall be limited to five (5) days and when used are to be deducted from sick leave.

C. Severance Leave: Employees with sufficient years of service with the Delta-Schoolcraft Intermediate District shall be eligible to receive compensation for their accumulated sick leave as follows: after 15 years of service 35% of unused sick leave at employee's per diem rate, after 20 years of service 45% of unused sick leave at employee's per diem rate, and after 25 years of service 50% of unused sick leave at employee's per diem rate. Employees shall be eligible for such benefits only upon the express condition that no less than one (1) year prior to the effective date of termination the employee completes, signs, and personally hand delivers to the Office of the Superintendent (on a form supplied by the superintendent's office) a written notice of resignation. If the employee cannot give such notice, the payment may be delayed six (6) months. (For the 1996/97 school year, a September 1, 1996 deadline is in effect).

The employee may rescind in writing to the superintendent their resignation without loss of benefits. The request to rescind "notice of resignation" must be submitted three (3) months prior to their official date of severance. The request to rescind shall be limited to one time.

In the event the employee dies while in the employ of the district and would otherwise have qualified under the terms of this clause for termination pay if the employee had terminated his/her employment by choice, the district agrees to pay in a lump sum to the employee's designated beneficiary or his/her estate, the amount of terminal pay the employee would otherwise have received. It shall be the obligation of the employee to fill out the beneficiary forms and it shall be the obligation of the Business Office to notify the beneficiary with copy of such notice given to the Association President.

D. Miscellaneous:

1. An employee need not use sick leave for medical appointments of a personal or family nature, but may elect to use personal day(s) instead.

2. The employee must contact their immediate supervisor if they are going to be absent due to illness.

3. Records are maintained in the Business Office.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. Non-Contract Days: Non-contract days will include those days during the normal school year in which a staff member will not work because of the necessity to be employed for days outside the normal school year. Such days will be approved in advance by the department director.

B. Posting of Vacancies:

1. Whenever a vacancy arises or is anticipated related to the professional employees covered by this Agreement, the Board shall post notice of the same on the bulletin board at I.S.D. facilities and notify the Association president not less than ten (10) work days before applications are closed. Such notification shall be considered the official notice to the Association. In order to aid in the notification process, the district agrees to place copies of posting notices in summer pay envelopes for those employees receiving such pay envelopes. Notices in pay envelopes shall not be considered as official notices to individuals.

2. New positions and vacancies which occur during the year will be filled with certified and/or approved personnel. It is agreed that professional staff members on lay-off will be given preference in hiring provided they are certified and/or approved by the State to teach the positions or vacancies which open in the district.

Vacancies in summer school programs and other projects operated during the non-contract year will be filled, where required by law, with certified and/or approved personnel. The Board agrees to give preference to bargaining unit members according to related experience, seniority, and those members of the bargaining unit who are on lay -off in the hiring of personnel for these positions. The appointment of professional staff to these positions shall be the responsibility of the respective department directors upon application for the position from a bargaining unit member and with approval of the superintendent. Summer and special project postings shall include wages, hours, and job requirements.

3. All new positions shall be posted in accordance with the terms and conditions specified by this Agreement and shall be accompanied by job descriptions listing all of the requirements to be eligible for the position (see Article V, Section G).

C. Staff Evaluations: New staff members will be evaluated each year for the first three years. Tenured and staff members with more than three years of experience will be evaluated on alternate years.

The employee will be evaluated by the employee's direct supervisor or by the supervisor's designee, who is also a member of the administrative staff and who is familiar with the employee's job performance.

The evaluation will be completed annually by April 1 and the employee will be provided with a copy of the evaluation at that time. Within ten (10) working days of the completed evaluation, the employee and the employee's direct supervisor will have a conference regarding the evaluation. At that time the employee and the supervisor will sign the evaluation. Employee's signature may not imply that the employee agrees with the evaluation but only that the employee has had a conference regarding the evaluation and has read the evaluation. An employee who disagrees with an evaluation may submit a written reply within ten (10) days and this written reply shall be attached to the file copy of the evaluation in question and placed in the personnel file.

Professional staff members shall have the right to inspect and review the contents of all records of the district which pertain to the professional staff member including but not limited to any personnel file the district maintains on the professional staff member. Initial references may be excluded from such review. The professional staff member shall have the right to have an Association representative present at such review and shall sign a record indicating who has reviewed the file, the date the file was reviewed and the reason for such review.

No material, including but not limited to student, parental, or non-administrative school personnel complaints or evaluations originating after initial employment, will be placed in the professional staff member's personnel file.

All monitoring or observation of the work performance of a professional staff member shall be conducted openly and with full knowledge of the professional staff member.

Professional staff evaluations shall not be used to discipline, reprimand, suspend, demote, or lay off any professional staff member unless the administration shall have met with the professional staff member to discuss ways job performance of the professional

staff member could be improved and the professional staff member has been given reasonable and sufficient time to implement such recommended changes. Prior to any evaluation being used for the purpose of discipline, reprimand, suspension, demotion, or lay off, a second evaluation must be given the professional staff member to ascertain the degree of implementation of the administrative recommendations an/or methods for improvement in job performance. Methods of improvement or recommendations to improve job performance are to be limited only in that they must be reasonable and attainable by the professional staff member.

D. Just Cause Clause: No employee shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or professional advantage, or other disciplinary actions) without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds forming the basis for disciplinary action will be available to the employee and the Association in writing.

E. Medication Clause: Medication for pupils will be dispensed according to Board policy adopted in May of 1995 and P.A. 431 of the Acts of 1978.

F. Specified Class Loads: Class loads will be in compliance with Federal and State rules pertaining to teacher-pupil ratios in Special, Career-Technical, and Alternative Education.

G. Sub-Contracting: The duties of any employee or bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this Agreement if such alteration or transfer would result in a reduction in bargaining unit membership.

H. Negotiation Procedure: It is agreed that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement. The parties will cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

I. Adult and Community Education: Regular full-time bargaining unit members

shall have first preference and first right of refusal for all Adult Community Education Programs.

1. Regular full-time faculty shall receive full prorated pay, insurance, seniority, and sick leave, and all other rights guaranteed under the Master Agreement, for teaching in the Adult Community Education Program.
2. Regular full-time faculty employed who teach in the Adult Community Education Program to complete a full-time schedule shall receive the same prorated benefits as listed in number one above.
3. Persons who were not full-time employees and are employed exclusively in the Adult Community Education Program but who are degreed and vocational teacher certified shall receive prorated pay, sick leave, insurance, and seniority in the Adult Community Education Program only.

Persons who were not full-time employees and are employed exclusively in the Adult Community Education Program but who are degree/non-degreed and annually authorized shall receive prorated base pay and seniority only in the Adult Community Education Program.

It is mutually understood that persons employed in any of the four categories listed above shall be subject to the agency shop provision in the Master Agreement. Sick days earned in the Adult Community Education Program can be utilized in the Adult Community Education Program. Sick days earned in regular education can be utilized in regular education. Days not used in the Adult Community Education Program will accrue at the end of the year. A seniority list will be published annually by October 1.

J. Reimbursement for Classes: An employee who feels there is a class that will directly affect their level of skill in their area of teaching may make a request to the Board for payment for the cost of the class. Approval will be determined based on how that class will benefit that employee and his/her class. Reimbursement will be determined upon successful completion of the class and a passing grade of "C" or better. Payment will be charged against the employee's sick pay. The dollar amount for a day of sick pay is based on substitute teacher's daily pay with increments on a one-quarter (1/4) sick day.

ARTICLE XV

SALARY

A. Salary Placement: Annual salaries shall be computed according to Schedule A, B and C attached hereto which is incorporated into and made a part of this Agreement.

Movement on the salary schedule shall be automatic, based solely on credited experience and training. Adjustments will be made at the beginning of the fiscal year or school year, whichever is appropriate, and in January.

Additional credits must be approved in advance in order to be counted toward placement on the salary schedule by the Board or designee.

B. Outside Experience: In employing new personnel, the maximum allowable credit for outside experience will be limited to eight (8) years of appropriate professional experience.

C. Forms: All authorization for payroll deductions will be made on appropriate forms.

D. Salary Computation: Salaries are computed by dividing the employee's base salary on the schedule by 183 days and then multiplying the per diem rate by the number of days in the employee's contract.

E. Pay Periods: Employees selecting an option of less than twenty-six/twenty-seven (26/27) pay periods must select one option for the entire year. However, employees must notify the business office of any change for the ensuing year prior to May 1.

The following options are available:

(1) Twenty (20) pay periods

(2) Twenty-six/twenty-seven (26/27) equal pays with a lump sum the second pay period in June.

(3) Twenty-six/twenty-seven (26/27) equal payments paid through the summer.

ARTICLE XVI

WORKING CONDITIONS

A. Special Education Classroom Programs and Services/Learning Center: Instructional staff hours will be from 8:00 a.m. to 3:00 p.m. All instructional staff at the Learning Center will have a duty free lunch per day in accordance with the schedule

provided by the program director.

Staff will have one (1) hour per day for preparation and special meetings in accordance with the schedule provided by the program supervisor.

B. Professional Special Education Support Staff: Will work from 8:30 a.m. to 4:00 p.m. With approval of the director, hours can be modified on an individual basis to better serve constituent school districts.

C. Career-Technical Education/Escanaba/Manistique: Instructional staff hours in Escanaba will be from 8:30 a.m. to 3:30 p.m. Daily working hours in Manistique are from 7:55 a.m. to 2:55 p.m. With approval of the director, hours can be modified on an individual basis to better serve constituent school districts. Instructors may teach up to twenty-five (25) hours per week.

1. Full-time instructors teach two 2-hour blocks. They may have one additional teaching hour scheduled; limited to two different subject areas. Full-time instructors who agree to teach an extra hour per day (6 hours/day) shall be compensated. Rate of compensation shall be .166% or 1/6 their annual salary for the 6th hour.
2. Instructors will hold at least one Advisory Committee meeting per year.
3. Instructors may be required to participate in one parent/teacher conference per year.

D. Alternative Education: Staff hours shall be a seven (7) hour day with a duty-free lunch period. The instructional staff assignment shall be five class periods. Individual staff schedules may change each quarter in order to best serve the needs of the changing student population.

E. General Education: Staff hours will be from 8:30 a.m. to 3:30 p.m.

F. Staff Hours Modification: The above-stated staff hours for all departments may be modified to better serve the constituent school districts, i.e. earlier starting times, etc. However, the staff work hours shall be seven (7) consecutive hours with a duty-free lunch period. Any modification that deviates from the seven (7) consecutive hours and duty-free lunch period must be mutually agreed to between the District, the staff member and the Association president.

G. Ten Minute Increments: Ten minutes per day shall be added as follows: 1996/97 - ten minutes per day shall be added to the 1995/96 day; 1997/98 - ten minutes per day shall be added to the 1996/97 day; 1998/99 - ten minutes per day shall be added to the 1997/98 day.

H. Compensatory Time: Compensatory time will be credited for student organization activities on weekends or outside the school year. A maximum of a regular staff day per day per weekend or outside the school year will be allowed. Request for leave shall be made on forms provided (see enclosed form). Compensatory time use shall be used in the following manner. Up to two (2) days of compensatory time may be used in increments of full days. Accumulated compensatory time beyond the two (2) days may not be used during class time and scheduled administration meetings. Compensatory time must not be taken on the first or last day of the official school year or on the day immediately preceding or after a scheduled recess or holiday. The appropriate supervisor may approve exceptions on a case-by-case basis. Prior notification must be given to appropriate supervisor.

ARTICLE XVII

FRINGES

A. Insurance: The following insurance is available with full cost up to full-family rate paid by the Board for employees: Medical insurance for the duration of this contract shall be MESSA Super Care 1, dental care plan with orthodontic rider, vision and disability insurance.

Persons not utilizing the subsidy for health coverage shall be permitted 85% of the full-family premium amount applied to salary, TSA, options, etc., if health insurance coverage is not needed.

B. Life and Accidental Death and Dismemberment: $50,000 each year for 1996/99.

C. Dental Care Plan: Ultradent 80-90-100 Incentive Plan with a $1,000 maximum per person per contract year.

Orthodontic rider pays 80% of treatment costs with a $1,500 maximum per person per lifetime up to age 19.

D. Vision: VSP II

E. Disability Insurance: Disability insurance will be provided with a thirty (30) day calendar waiting period. The Board reserves the right to name the underwriter.

F. Part-Time Employees: Part-time employees will receive prorated health insurance benefits and prorated sick leave and are eligible to purchase through payroll deduction health-related insurance programs. Employees may sign a waiver to elect out of dental and vision insurance.

*****ADDED STEP 20

07/29/96

24174.4

1996-97
SALARY SCHEDULE
2.2% PROPOSAL

STEP	%	BA (11)	%	BA+18 (12)	%	MA (13)	%	MA+15 (14)	%	MA+30 (15)	%	MA+60 (16)
1	1.00	24,174	1.06	25,624	1.12	27,075	1.16	28,042	1.20	29,009	1.30	31,426
2	1.06	25,624	1.12	27,075	1.18	28,525	1.22	29,492	1.26	30,459	1.36	32,877
3	1.12	27,075	1.18	28,525	1.24	29,976	1.28	30,943	1.32	31,910	1.42	34,327
4	1.18	28,525	1.24	29,976	1.30	31,426	1.34	32,393	1.38	33,360	1.48	35,778
5	1.24	29,976	1.30	31,426	1.36	32,877	1.40	33,844	1.44	34,811	1.54	37,228
6	1.29	31,184	1.35	32,635	1.41	34,085	1.45	35,052	1.49	36,019	1.59	38,437
7	1.34	32,393	1.40	33,844	1.46	35,294	1.50	36,261	1.54	37,228	1.64	39,645
8	1.39	33,602	1.45	35,052	1.51	36,503	1.55	37,470	1.59	38,437	1.69	40,854
9	1.44	34,811	1.50	36,261	1.56	37,711	1.60	38,678	1.64	39,645	1.74	42,063
10	1.48	35,778	1.54	37,228	1.60	38,678	1.64	39,645	1.68	40,612	1.78	43,030
11	1.52	36,744	1.58	38,195	1.64	39,645	1.68	40,612	1.72	41,579	1.82	43,997
12	1.56	37,711	1.62	39,162	1.68	40,612	1.72	41,579	1.76	42,546	1.86	44,964
13	1.60	38,678	1.66	40,129	1.72	41,579	1.76	42,546	1.80	43,513	1.90	45,931
14	1.66	40,129	1.73	41,821	1.79	43,271	1.83	44,238	1.87	45,205	1.98	47,865
15	1.75	42,305	1.82	43,997	1.88	45,447	1.92	46,414	1.96	47,381	2.08	50,282
16	1.82	43,997	1.89	45,689	1.96	47,381	2.00	48,348	2.04	49,315	2.16	52,216
20	1.86	44,964	1.93	46,656	2.00	48,348	2.04	49,315	2.08	50,282	2.20	53,183
23	1.86	44,964	1.93	46,656	2.00	48,348	2.04	49,315	2.08	50,282	2.20	53,183
25	1.86	44,964	1.93	46,656	2.00	48,348	2.04	49,315	2.08	50,282	2.20	53,183

183 DAY SCHEDULE

***Add step 23

1997-98

07/29/96

24717.9

SALARY SCHEDULE

2.25%

STEP	%	BA (11)	%	BA+18 (12)	%	MA (13)	%	MA+15 (14)	%	MA+30 (15)	%	MA+60 (16)
1	1.00	24,718	1.06	26,201	1.12	27,684	1.16	28,673	1.20	29,662	1.30	32,133
2	1.06	26,201	1.12	27,684	1.18	29,167	1.22	30,156	1.26	31,145	1.36	33,616
3	1.12	27,684	1.18	29,167	1.24	30,650	1.28	31,639	1.32	32,628	1.42	35,100
4	1.18	29,167	1.24	30,650	1.30	32,133	1.34	33,122	1.38	34,111	1.48	36,583
5	1.24	30,650	1.30	32,133	1.36	33,616	1.40	34,605	1.44	35,594	1.54	38,066
6	1.29	31,886	1.35	33,369	1.41	34,852	1.45	35,841	1.49	36,830	1.59	39,302
7	1.34	33,122	1.40	34,605	1.46	36,088	1.50	37,077	1.54	38,066	1.64	40,538
8	1.39	34,358	1.45	35,841	1.51	37,324	1.55	38,313	1.59	39,302	1.69	41,773
9	1.44	35,594	1.50	37,077	1.56	38,560	1.60	39,549	1.64	40,538	1.74	43,009
10	1.48	36,583	1.54	38,066	1.60	39,549	1.64	40,538	1.68	41,526	1.78	43,998
11	1.52	37,571	1.58	39,054	1.64	40,538	1.68	41,526	1.72	42,515	1.82	44,987
12	1.56	38,560	1.62	40,043	1.68	41,526	1.72	42,515	1.76	43,504	1.86	45,975
13	1.60	39,549	1.66	41,032	1.72	42,515	1.76	43,504	1.80	44,492	1.90	46,964
14	1.66	41,032	1.73	42,762	1.79	44,245	1.83	45,234	1.87	46,223	1.98	48,942
15	1.75	43,257	1.82	44,987	1.88	46,470	1.92	47,459	1.96	48,447	2.08	51,413
16	1.82	44,987	1.89	46,717	1.96	48,447	2.00	49,436	2.04	50,425	2.16	53,391
20	1.86	45,975	1.93	47,706	2.00	49,436	2.04	50,425	2.08	51,413	2.20	54,380
23	1.90	46,964	1.97	48,694	2.04	50,425	2.08	51,413	2.12	52,402	2.24	55,368
25	1.90	46,964	1.97	48,694	2.04	50,425	2.08	51,413	2.12	52,402	2.24	55,368

183 DAY SCHEDULE

Added Step #25

07/29/96

25274.2

1998-99
SALARY SCHEDULE
2.25% Increase

STEP	%	BA (11)	%	BA+18 (12)	%	MA (13)	%	MA+15 (14)	%	MA+30 (15)	%	MA+60 (16)
1	1.00	25,274	1.06	26,790	1.12	28,307	1.16	29,318	1.20	30,329	1.30	32,856
2	1.06	26,790	1.12	28,307	1.18	29,823	1.22	30,834	1.26	31,845	1.36	34,373
3	1.12	28,307	1.18	29,823	1.24	31,340	1.28	32,351	1.32	33,362	1.42	35,889
4	1.18	29,823	1.24	31,340	1.30	32,856	1.34	33,867	1.38	34,878	1.48	37,406
5	1.24	31,340	1.30	32,856	1.36	34,373	1.40	35,384	1.44	36,395	1.54	38,922
6	1.29	32,603	1.35	34,120	1.41	35,636	1.45	36,647	1.49	37,658	1.59	40,186
7	1.34	33,867	1.40	35,384	1.46	36,900	1.50	37,911	1.54	38,922	1.64	41,449
8	1.39	35,131	1.45	36,647	1.51	38,164	1.55	39,175	1.59	40,186	1.69	42,713
9	1.44	36,395	1.50	37,911	1.56	39,427	1.60	40,438	1.64	41,449	1.74	43,977
10	1.48	37,406	1.54	38,922	1.60	40,438	1.64	41,449	1.68	42,460	1.78	44,988
11	1.52	38,416	1.58	39,933	1.64	41,449	1.68	42,460	1.72	43,471	1.82	45,999
12	1.56	39,427	1.62	40,944	1.68	42,460	1.72	43,471	1.76	44,482	1.86	47,010
13	1.60	40,438	1.66	41,955	1.72	43,471	1.76	44,482	1.80	45,493	1.90	48,021
14	1.66	41,955	1.73	43,724	1.79	45,240	1.83	46,251	1.87	47,262	1.98	50,043
15	1.75	44,230	1.82	45,999	1.88	47,515	1.92	48,526	1.96	49,537	2.08	52,570
16	1.82	45,999	1.89	47,768	1.96	49,537	2.00	50,548	2.04	51,559	2.16	54,592
20	1.86	47,010	1.93	48,779	2.00	50,548	2.04	51,559	2.08	52,570	2.20	55,603
23	1.90	48,021	1.97	49,790	2.04	51,559	2.08	52,570	2.12	53,581	2.24	56,614
25	1.94	49,032	2.01	50,801	2.08	52,570	2.12	53,581	2.16	54,592	2.28	57,625

183 DAY SCHEDULE

DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT
1996/97 SCHOOL YEAR
(Official Calendar - 6/5/96)

	WEEK	NO. OF DAYS INSTRUCTION	N.I. DAYS	
Aug/Sept	26-30	4	1	Orientation Aug. 26
	02-06	4		Labor Day -- Sept. 2
	09-13	5		
	16-20	5		
	23-27	5		
Sept/Oct	30-04	5		
	07-11	5		
	14-18	5		
	21-25	5		
Oct/Nov	28-01	5		
	04-08	5		
	11-15	4		Deer Day - Nov. 15
	18-22	5		
	25-29	2		Thanksgiving - Nov. 27, 28, 29
Dec	02-06	5		
	09-13	5		
	16-20	5		
	23-27	0		Christmas Recess Begins
Dec/Jan	30-03	0		12/23/96
	06-10	5		Classes Resume Jan. 6
	13-17	4	1	
		88	2	
Jan	20-24	5		
	27-31	5		
Feb	03-07	5		
	10-14	5		
	17-21	5		
Feb/Mar	24-28	5		
	03-07	5		
	10-14	5		
	17-21	5		
	24-28	0		Spring Break - Good Friday
Mar/April	31-04	5		Classes Resume March 31
	07-11	5		
	14-18	5		
	21-25	5		
April/May	28-02	5		
	05-09	5		
	12-16	5		
	19-23	5		
	26-30	4		Memorial Day - May 26
June	02-06	3	1	
		92	1	

88 + 92 = 180 + 3 = 183 days

Any days lost beyond the two allowed by the revised school code, due to inclement weather or any "Act of God," will be added on to the second semester.

ARTICLE XVIII

DURATION OF AGREEMENT

A. Duration: This Agreement shall be in effect as of the first day of July 1996 and shall continue in effect until the thirtieth day of June 1999.

B. Copies of Agreement: Copies of this Agreement shall be printed within thirty (30) days after the Agreement is signed with the cost to be shared 50/50 between the Association and the Board of Education. A copy of this Agreement will be presented to all professional staff members now employed, hereafter employed or considered for employment by the Board. An additional ten copies of the agreement will be given to the President of the Association at the same time that distribution is made to regular professional staff members. Additional copies may be requested at reasonable cost.

EDUCATION ASSOCIATION

By: Nancy A. Pearson
Its President

By: Vernon C. Anderson
Negotiating Team Chairperson

By: Sandra M Walker
M.E.A. Representative

BOARD OF EDUCATION

By: Christine Lundi
Its President

By: Bonnie Wenuck-Kutz
Negotiation Committee Chair

By: Dennis J. Stanek
Superintendent

DELTA-SCHOOLCRAFT CAREER-TECHNICAL CENTER

COMPENSATORY TIME APPROVAL

NAME: _____ PROGRAM: _____

ACTIVITY: _____

DATE: _____ TOTAL HOURS: _____

Instructor's Signature: _____

Principal's Signature: _____

++

Date: _____ Hours used: _____

Date: _____ Hours used: _____

Date: _____ Hours used: _____

Date: _____ Hours used: _____

NOTE: Use of compensatory time by staff -
MUST BE APPROVED BY THE PRINCIPAL 24 hours prior to use.

DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT

2525 Third Avenue S.

Escanaba, MI 49829

PRIOR APPROVAL REQUEST

Please submit in triplicate

NAME _____ DATE _____

College or University _____

Anticipated date for completion of next level:

		Major	Minor
BA	_____	_____	_____
BA + 18	_____	_____	_____
MA	_____	_____	_____
MA + 15	_____	_____	_____
MA + 30	_____	_____	_____
MA + 60	_____	_____	_____

List courses you anticipate enrolling in to complete your program or attach a copy of your University approved program.

_____ _____ _____ _____

_____ _____ _____ _____

Approval recommended _____ Date _____

Department Director

Granted _____ Date _____

Superintendent or Designee

- -

File: 1. Employee's personnel file (green copy)
2. Department Director (white copy)
3. Employee copy (pink copy)

DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT

2525 Third Avenue S.

Escanaba, MI. 49829

PRIOR APPROVAL REQUEST

Please submit in triplicate

NAME _____ DATE _____

College or University _____

Anticipated date for completion of next level:

	Major	Minor
BA		
BA + 15		
MA		
MA + 15		
MA + 30		
MA + 60		

List courses you anticipate enrolling in to complete your program or attach a copy of your University approved program.

_____

_____

Approval recommended _____ Date _____

Department Director

Granted _____ Date _____

Superintendent or Designee

- -

File: 1. Employee's personnel file (green copy)
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