2007-2011

# MASTER CONTRACT

between the

DISTRICT

(Board of Education of the City of
Ishpeming, Michigan, District No. 1)

and the

ASSOCIATION

(Upper Peninsula Education Association
and the Michigan Education Association)

**TABLE OF CONTENTS**


| | | | Page |
|---|---|---|---|
| **Agreement** | | | **1** |
| **Purpose and Intent** | | | **1** |
| **Article** | | | |
| **I** | **Recognition of the Association's Status** | | **1** |
| | Section 1 | Bargaining Unit Description | 1 |
| | Section 2 | Posting Association Notices; Bulletin Boards; In-District Mail; Association Insignia | 2 |
| **II** | **Recognition of the District's Rights** | | **2** |
| | Section 1 | District's Rights | 2 |
| | Section 2 | Limitations on Exercise of Rights | 2 |
| | Section 3 | No Restriction of District/ Association/Teacher Legal Rights | 3 |
| **III** | **Agency Shop; Deduction of Dues and Service Fees; Union Representation** | | **3** |
| | Section 1 | Agency Shop; Deduction of Dues and Service Fees | 3 |
| | A. | Agency Shop | 3 |
| | B. | Association Members | 3 |
| | C. | Service Fee Payers | 3 |
| | D. | Non-Payment of Dues or Service Fees | 3 |
| | E. | Termination of Employment | 3 |
| | F. | Payroll Deduction | 4 |
| | G. | Indemnification | 4 |
| | Section 2 | Union Representation; Association/District Representatives; Correspondence/Names | 4 |
| **IV** | **Substitute and Replacement Teachers** | | **5** |
| | Section 1 | Employment of Substitute and Replacement Teachers | 5 |
| | Section 2 | Substitute Teacher | 5 |
| | Section 3 | Replacement Teacher | 5 |

| | | | |
|---|---|---|---|
| **V** | **Salaries** | | **6** |
| | Section 1 | Salary Schedule | 6 |
| | Section 2 | Semester Credits Applied to Salary Schedule | 6 |
| | Section 3 | Military Experience Applied to Salary Schedule | 6 |
| | Section 4 | Pay Periods | 6 |
| **VI** | **Additional Benefits** | | **6** |
| | Section 1 | Early Retirement Incentive Plan | 6 |
| | Section 2 | Severance Pay | 7 |
| | Section 3 | Mileage Allowance | 8 |
| | Section 4 | School Activities Pass | 8 |
| | Section 5 | Reimbursement - Damage to Teacher's Property | 8 |
| **VII** | **Teaching Schedules** | | **9** |
| | Section 1 | Normal Daily and Weekly Schedules | 9 |
| | Section 2 | Details of Daily Schedules | 9 |
| | A. | Hours per Day | 9 |
| | B. | Hours per Week: High School | 10 |
| | C. | Hours per Week: C.L. Phelps | 10 |
| | D. | Hours per Week: Elementary Schools | 10 |
| | E. | Days Before Vacation | 13 |
| | F. | Inservice and Administrative Meetings | 13 |
| | Section 3 | Lunch Period | 13 |
| | Section 4 | Days/Hours of Instruction | 13 |
| | A. | Tenure Teachers - Reporting Pre/Post Instructional/Staff Days on School Calendar | 13 |
| | B. | School Closed/Makeup | 13 |
| | Section 5 | No Mandatory Conferences on Non Duty Days | 14 |
| | Section 6 | Driving School Bus; Lunchroom, Playground or Noon Hour Supervision - Teacher Consent | 14 |
| **VIII** | **Teaching Conditions** | | **14** |
| | Section 1 | Optimum School Facilities | 14 |
| | Section 2 | Joint Meeting - Budget and Purchasing Needs for Following School Year | 14 |
| | Section 3 | Typing and Duplicating Facilities | 14 |

| | | |
|---|---|---|
| Section 4 | Storage; Instructional Materials and Supplies | 14 |
| Section 5 | Lunchroom; Restroom Facilities | 15 |
| Section 6 | Telephone Facilities | 15 |
| Section 7 | Pupil-Teacher Ratio | 15 |
| Section 8 | Attendance Policy | 15 |
| Section 9 | Serious Communicable Disease Policy | 15 |

**IX Least Restrictive Environment 16**

| | | |
|---|---|---|
| Section 1 | Teacher Participation in IEPC Meeting | 16 |
| Section 2 | Teacher Request to Call IEPC Meeting | 16 |
| Section 3 | Copy of Policy | 16 |
| Section 4 | Training | 16 |
| A. | Inservice Training | 16 |
| B. | Copy of Student's Individual Education Plan | 16 |
| Section 5 | IEPC Meetings - Release Time/ Compensation | 16 |

**X Student Teaching Policies Committee 17**

**XI Teacher Evaluation and Progress; Discipline 17**

| | | |
|---|---|---|
| Section 1 | Observation; Interview; Evaluation; Objection | 17 |
| Section 2 | Evaluation by Certified Personnel; Time Limits; Full Knowledge of Teacher | 18 |
| Section 3 | Evaluation of Probationary Teachers | 18 |
| Section 4 | Personnel File; Review; Contents | 18 |
| Section 5 | Response to/Removal of Material in Personnel File | 19 |
| Section 6 | Evaluation Sheets; Target Objectives Option | 19 |
| Section 7 | Dispute Over Professional Judgment (Administration) | 19 |
| Section 8 | Internal Resolution of Problems (Aide) | 19 |
| Section 9 | Complaints Against Teacher/ Call to Teacher's Attention | 19 |
| Section 10 | Teacher Reprimand - Time | 20 |
| Section 11 | Teacher Responsible to One Supervisor | 20 |

**XII Leaves** **20**

Section 1 Leaves of Absence With Pay 20
A. Sick Leave 20
B. Funeral Leave 21
C. Educational Leave 21
D. Personal Leave 21
E. Selective Service Exam Leave 22
F. Jury Duty Leave 22
G. Witness Leave 22
H. Association Leave 22
Section 2 Leaves of Absence Without Pay 22
A. Sabbatical Leave 22
B. Extended Illness Leave and Maternity/ Infant Care Leave 22
C. Adoption Leave 24
D. Public/Association Office Leave 24
Section 3 Seniority During Leave; Return 24
Section 4 Health Insurance During Leaves 25
Section 5 Return Prior to Leave Termination Date 25
Section 6 Restoration of Sick Leave on Rehire 25
Section 7 Employment Elsewhere While on Leave 25
Section 8 Family and Medical Leave Act of 1993 25

**XIII Vacancies; Transfers; Assignments** **25**

Section 1 Notice of Vacancies; Time; Filling Vacancy 25
Section 2 Notice of Transfers; Time 26
Section 3 Change in Grade/Subject Assignment 26
Section 4 Certification/Bachelors Degree Requirement 26
Section 5 Assignment - Certificate, Major/Minor 27
Section 6 Information Concerning State/ Federal Program Opportunities 27

**XIV Staff Reduction and Recall; Seniority; Probationary Teacher; Extra Curricular Schedule** **27**

Section 1 Definition of "Layoff" 27
Section 2 Meeting Re Layoff Effects and Implementation 27
Section 3 Layoff/Recall Procedures; Seniority 27

| | | |
|---|---|---|
| Section 4 | Notification According to Teacher Tenure Act | 30 |
| Section 5 | Recall After Layoff; Notice; Seniority; Salary | 31 |
| Section 6 | Changes in Computing Seniority | 31 |
| Section 7 | Definition of North Central "Standards" | 31 |
| Section 8 | Layoff/Dismissal of Probationary Teacher; Extension of Probation Period | 32 |
| Section 9 | Termination of Services on Extracurricular Schedule | 32 |

**XV Classroom Control and Student Discipline 32**

| | | |
|---|---|---|
| Section 1 | Maintaining Classroom Control/ Discipline; Assistance | 32 |
| Section 2 | Non-typical Personal Behavior/ Substance Abuse; Procedure | 32 |
| Section 3 | Extreme Disciplinary Situations; Use of Force | 33 |
| Section 4 | Teacher Liability; Legal Counsel; Written Account of Action | 33 |
| Section 5 | Association Representative - Discuss Problem Area | 33 |
| Section 6 | Written Report of Student Accident | 34 |

**XVI Negotiations; Contract Administration 34**

| | | |
|---|---|---|
| Section 1 | Items for Negotiations | 34 |
| Section 2 | Quarterly Meetings; Administration of Contract/ Problems | 34 |
| Section 3 | Reopening Items for Negotiation; Waiver | 34 |
| Section 4 | Availability of Financial Information | 35 |
| Section 5 | Entire Agreement; Written Amendment | 35 |
| Section 6 | No Work Stoppage | 35 |

**XVII Miscellaneous 35**

| | | |
|---|---|---|
| Section 1 | Fair Employment Practices | 35 |
| Section 2 | Association Use of School Facilities | 36 |
| Section 3 | Grooming | 36 |

| | | |
|---|---|---|
| Section 4 | Notification by Teachers of Change of Address and Other Personal Information | 36 |
| Section 5 | Recognition of Teachers' Qualifications to Assist in Formulating Policies and Programs | 36 |
| Section 6 | Teacher Ex Officio Member of Board of Education | 36 |

**XVIII Grievance Procedure** **37**

| | | |
|---|---|---|
| Section 1 | Intent of Procedure | 37 |
| Section 2 | Time Limits; Steps | 37 |
| Section 3 | Time Limits - Written Waiver/ Extension | 39 |
| Section 4 | Proper Writing of Grievance; Meetings | 39 |
| Section 5 | Presentation at Other Than Step 1; Written Waiver of Steps | 39 |
| Section 6 | Definition - School Days | 39 |

**XIX Term of Agreement** **40**

| | | |
|---|---|---|
| Section 1 | Term; Effective Dates | 40 |
| Section 2 | Implementation of Negotiated Revisions | 40 |

**Appendix A Salaries; Insurance; Supplemental Pay** **41**

| | | |
|---|---|---|
| Part 1 | 2007/2008 Salary Schedule | 41 |
| | 2008/2009 Salary Schedule | 42 |
| | 2009/2010 Salary Schedule | 43 |
| | 2010/2011 Salary Schedule | 44 |
| Part 2 | Insurance | 45 |
| Section 1 | Health insurance; Dental Insurance; Vision Insurance; Life Insurance | 45 |
| Section 2 | Premium Payments | 45 |
| Section 3 | New Employees' Coverage | 46 |
| Section 4 | District's Obligation; Teacher's Responsibility | 46 |
| Section 5 | Cafeteria Plan | 47 |
| Part 3 | Supplemental Pay Schedule | 48 |
| Section 1 | Basic Fixed Fee and Hourly Rate Schedules | 48 |
| Section 2 | Operation on Reduced Schedule | 63 |
| Section 3 | Determining Compensation | 63 |
| Section 4 | Fully Responsible for Activity | 64 |

| | | |
|---|---|---|
| Section 5 | Continuation of Activity; Use of Non Bargaining Unit Personnel | 64 |
| Section 6 | Credit for Prior Experience | 64 |
| Section 7 | Activities Without Experience Credit | 65 |
| Section 8 | No Compensation Required for Non Listed Activities | 65 |
| Section 9 | Evaluation of Persons Performing Extracurricular Activities | 65 |
| **Appendix B** | **Teacher Evaluation Report Form** | **66** |
| **Appendix C** | **Calendar** | **68** |
| Section 1 | Calendar | 68 |
| Section 2 | Calendar Adjustments | 70 |
| Section 3 | First Day of School | 70 |
| Section 4 | Make Up Days | 70 |

(The Table of Contents, and Article/Section headings/descriptions, are for ease of reference only and do not add to, detract from, or otherwise modify the language contained in the Agreement itself.)

# MASTER AGREEMENT

THIS MASTER AGREEMENT is entered into as of the date set forth in the "Term of This Agreement" Article, by and between the "District", the Board of Education of the City of Ishpeming, Michigan, District No. 1 and the "Association" (or "Union"), the Upper Peninsula Education Association and the Michigan Education Association.

## PURPOSE AND INTENT

The parties recognize that their primary individual and joint objective is to provide a quality education to the children of the District. They further recognize that the quality of education provided greatly depends upon the expertise, dedication and morale of the teaching staff, and further that the educational objectives must be accomplished within a budget determined by means and methods outside of the control of either of the parties. It is the intent and purpose of the parties to set forth herein the entire agreement between them for the term hereof with respect to the wages, hours of employment, and other conditions of employment to be observed between the parties hereto. To these ends, the District and the Association encourage to the fullest degree friendly and co-operative relations between the respective representatives at all levels and among all employees.

## ARTICLE I - RECOGNITION OF THE ASSOCIATION'S STATUS

### Section 1 - Bargaining Unit Description

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the District does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining with respect to the wages, hours, and other conditions of employment for the term of this Agreement, and continuing beyond its expiration unless certification has been revoked as provided under the Employment Relations Act, of all employees of the Association included in the following described bargaining unit: certified teachers, non-certified teachers (as permitted by the Revised School Code), guidance counselors, librarians, and nurse, but specifically excluding the superintendent, principals, business manager, custodians, temporary teachers and substitute teachers, teacher aides, office, clerical and other nonprofessional employees. The term "teacher" when used hereafter in this Agreement shall refer to all employees who are members of the above described bargaining unit. Any reference to male or female employees shall be deemed to include reference to employees of the opposite sex.

Section 2 - Posting Association Notices; Bulletin Boards; In-District Mail; Association Insignia

The Association may post notices of Union meetings, Union recreation and social affairs, and Union elections and appointments on teacher bulletin boards without prior approval by the District, but no other notices shall be posted thereon without the prior approval of the administration. At least one (1) bulletin board for teacher use will be provided in each school building. So long as objection is not made by the administration, the Association may make reasonable use of the in-district mail service, and teacher mail boxes, for communications to teachers. No teacher shall be prohibited from wearing appropriate insignia, pins or other identification of membership in the Association on school premises, provided they are in good taste, and further provided they are not discussed with students during classroom hours.

## ARTICLE II - RECOGNITION OF THE DISTRICT'S RIGHTS

Section 1 - District's Rights

The District retains exclusively all its legal, customary and normal functions of management of the affairs of the District, including, but not limited to, the determination of the number and types of schools, and the location, schedule, curriculum and staffing thereof, the hiring, transfer, promotion and demotion of its teachers, the establishment and enforcement of rules to maintain efficiency of and discipline among its teachers, including but not limited to rules concerning substance abuse, and the suspension, discipline, and discharge of its teachers for reasonable and just cause; provided, however, that in the exercise of such functions the District will not discriminate against any teacher because of membership or non-membership in the Association.

Section 2 - Limitations on Exercise of Rights

The exercise of the foregoing powers, right, 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 and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Section 3 - No Restriction of District/Association/Teacher Legal Rights

Nothing contained herein shall be considered to deny or restrict the Board, the Association or the teachers of their rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

## ARTICLE III - AGENCY SHOP; DEDUCTION OF DUES AND SERVICE FEES; UNION REPRESENTATION

Section 1 - Agency Shop; Deduction of Dues and Service Fees

A. Agency Shop. In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.

B. Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

C. Service Fee Payers. Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

D. Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or service fees to the Association, upon written notification by the Association the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

E. Termination of Employment. Should the bargaining unit member be legally obligated to pay such Service Fee, but such involuntary payroll deduction be legally disallowed, the Employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

F. Payroll Deduction. Upon written authorization by a bargaining unit member, or pursuant to paragraph D, the Employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Moneys so deducted will be transmitted to the Treasurer of the Ishpeming Education Association, or its designee, no later than ten (10) days following each deduction.

G. Indemnification. The Association shall indemnify the District, the Board, and each individual school board member, and hold them harmless, against any and all suits, claims, demands and liabilities, including reasonable attorney fees, that shall arise out of or by reason of any action that shall be taken by the District for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list, notice or assignment which shall have been furnished to the District under any of such provisions, provided such damages have not resulted from the sole negligence, misfeasance or malfeasance of the District or its agents. The Association shall have the right to choose legal counsel to defend any such suit or action, and shall have the right, after consultation with the District, to decide whether to defend any such action, whether to compromise or settle any such action, and whether to appeal a decision of any court or other tribunal regarding such suit or action.

## Section 2 - Union Representation; Association/District Representatives; Correspondence/Names

The teachers who are covered by this Agreement shall be represented by an Association Negotiation Committee. The chairperson of the Local Association Negotiation Committee shall keep the Superintendent of Schools currently advised, in writing, of the names of the members of the Association Negotiation Committee, the building representatives, the officers of the Ishpeming Education Association, the chairperson of the Upper Peninsula Education Association and the Regional Director of the Michigan Education Association. The Board may deal with authorized representatives of the Ishpeming Education Association, Upper Peninsula Education Association, and Michigan Education Association as if all are representatives of each of the organizations, and for all purposes as if each is a representative and agent of the "Association". The Superintendent of Schools shall keep the chairperson of the Local Negotiating Committee currently advised, in writing, of the name of the chairperson and members of the School District Bargaining Committee. All correspondence concerning negotiations or quarterly meetings shall be submitted and signed by the

Chairperson or acting chairperson of the Association Negotiation Committee. Either party may have such consultants or other persons as it may deem necessary at any meetings between the parties.

## ARTICLE IV - SUBSTITUTE AND REPLACEMENT TEACHERS

Section 1 - Employment of Substitute and Replacement Teachers

The Board and the Association agree that substitute and replacement teachers will be employed as defined below.

Section 2 - Substitute Teacher

A substitute teacher is one who will be employed as follows:

A. Employed on a daily basis.

B. Is not required to perform all duties of a regular classroom teacher.

C. Does not hold a specific classroom assignment.

D. Is excluded from the bargaining unit.

E. Is paid at a daily rate for services.

Section 3 - Replacement Teacher

A replacement teacher is not a temporary teacher and shall be a member of the bargaining unit and employed as follows:

A. Holds a regular classroom assignment.

B. Shall be given a contract for a period which extends 150 teaching days or longer.

C. Shall be granted all privileges and benefits as defined in the master agreement for full-time teachers.

D. Shall be placed on the current salary schedule.

E. Is required to perform the duties of a regular classroom teacher.

## ARTICLE V - SALARIES

Section 1 - Salary Schedule

The salary schedule for teachers covered hereby is set forth in Appendix A, which is attached hereto and is incorporated herein by reference.

Section 2 - Semester Credits Applied to Salary Schedule

Beginning with September 1, 1973 any semester credit hours which are earned beyond the bachelor's degree must be in the teacher's field of teaching or be approved by a university as applicable toward a master's, specialist's or doctor's degree in an education related field or be with the approval of the Superintendent of Schools, in order to be applied to the salary schedule.

Section 3 - Military Experience Applied to Salary Schedule

Any teacher who has had their certified teaching experience interrupted by military experience shall be granted up to two years maximum on the salary schedule.

Section 4 - Pay Periods

Teachers will normally be paid on a bi-weekly basis of twenty-six (26) pay periods per year. Teachers may, however, upon proper written election prior to the start of the school year, elect to be paid bi-weekly on the basis of twenty-two (22) equal pay periods per year or elect to be paid bi-weekly on the basis of twenty-six (26) pay periods per year during the school year (as set forth in the School Calendar), with their remaining salary being paid as a lump sum at the end of the school year.

## ARTICLE VI - ADDITIONAL BENEFITS

Section 1 - Early Retirement Incentive Plan

A. Full-time teachers must meet requirements for retirement as established by the Michigan Public School Retirement System.

B. Full-time teachers must have taught a minimum of fifteen (15) years in the Ishpeming School District.

C. Incentive payment shall be paid to the employee only. Any and all tax liabilities and consequences, including but not limited to income taxes and social security taxes (employee's share), are the sole responsibility of the employee; the employee agrees to indemnify and hold harmless the District, its Board members, agents and employees, from and against any

responsibility for tax liability or consequences as a result of such early retirement benefit payments. Should the status of the retiree change through return to teaching in Michigan not consistent with the earning limitations specified by the guidelines of the Michigan School Employees Retirement Act, or death, payments will cease on the month of changed status.

D. Persons retiring due to medical disability qualifying them for retirement benefits from the Social Security Administration, the State Retirement Board, or any insurance company are not eligible for benefits under this plan.

E. Notice is to be given for any school year on or before June 1 (and as soon as possible, but before the beginning of the semester prior to retirement, of the contractual school year).

F. A teacher shall have a letter of resignation from the Ishpeming School District on file on or before June 1, (and as soon as possible, but before the beginning of the semester prior to retirement, of the contractual school year).

G. Early retirement incentive plan applicants must retire at the end of a semester in order to qualify for payment.

H. Payments shall be made monthly beginning in September following retirement when a person indicates their intent to retire by January 15 of the previous school year, and monthly payments shall begin in February when a person indicates their intent to retire by August 15 of the previous school year.

I. The Early Retirement Incentive Payment will be two hundred ($200) per month for a maximum period of seven (7) years (or until earlier qualification for reduced old age insurance and benefits under Title II of the Social Security Act, or death).

Section 2 - Severance Pay

A. Upon retirement from the profession, while an employee of the District, or death while an active teacher in the District, teachers or their beneficiaries or legal representatives will have the option of selecting either one of the following payments:

(1) The accumulated number of days of unused sick leave credited to the teacher times $35.00, not to exceed a maximum of $4,800.00.

(2) For a teacher who has been employed by the District for ten (10) years, one (1) week's current salary plus one (1) day's current salary for each year of employment by the District in excess of ten (10) years, up to a maximum of $1500.00.

B. Teachers shall designate a beneficiary for these plans. Teachers must notify the Superintendent in writing of their intention to retire from the profession at least sixty (60) days in advance of such retirement in order to qualify for payment under these plans. The 60-day notification requirement may be waived in exceptional cases, such as retirement due to injury during such 60-day period. In order to qualify for payment under the plans on July 1 of the year of retirement, the teacher must notify the Superintendent in writing of the intention to retire on or before October 1 of the year prior to retirement. If a teacher fails to so notify by October 1 of such intention, but does properly notify at least sixty (60) days in advance of retirement, monies due under the plans shall be paid, but need not be paid until July 1 of the year following the year of retirement. The payment may be made immediately if the Board determines that money for such payment is available.

C. Retirement as used herein shall be deemed to mean "retirement" as meant at the time such language was originally negotiated into the collective bargaining agreement at the bargaining table.

Section 3 - Mileage Allowance

Teachers required in the course of their work to drive their own personal automobiles shall receive a mileage allowance as permitted by the present IRS rule for all such authorized miles driven by them. The same allowance shall be given for the teachers' use of their personal automobile for authorized field trips or for other authorized business of the District. In no event will any such automobile allowance be paid for travel to or from an employee's place of residence.

Section 4 - School Activities Pass

Teachers shall be given a pass granting the teacher, together with one (1) guest, free admission to all school activities, provided such pass shall entitle them to admission only, but shall not entitle them to receive reserve seats or other priorities.

Section 5 - Reimbursement - Damage to Teacher's Property

The District will reimburse a teacher for any malicious damage or destruction to clothing or personal articles (excluding automobiles) arising out of the performance of the teachers duties.

## ARTICLE VII - TEACHING SCHEDULES

Section 1 - Normal Daily and Weekly Schedules

This Article is intended to define the normal daily and weekly work schedule. While the District intends to currently follow the schedules set forth in this Agreement, and while the District will negotiate changes in such normal schedules (other than temporary changes) prior to their implementation, if agreement is not reached with the Association the District retains the right to implement such schedules so long as the number of periods per day (hours for elementary teachers) are not increased, so long as the number of teaching and study hall supervision periods are not increased and so long as the average length of each period is not increased, provided each full-time teacher will still be furnishing the minimum number of days and hours (part-time teachers furnishing the minimum number of days) of pupil instruction during the school year required by law (without the District's loss of state school aid payments).

Section 2 - Details of Daily Schedules

The schedules referred to in Section 1 above are as follows but such schedules may be modified as provided in Section 1 to require each full-time teacher to provide at least the minimum number of hours of pupil instruction during the school year required by law (without the District's loss of state school aid payments).

A. Hours per day:

High School (9-12) 6 hours - 35 minutes
(20 minutes to be 10 minutes at the start of the day and 10 minutes at the end of the day for teacher-student visitation and other teaching related purposes.)

C. L. Phelps (5-8) 6 hours - 42 minutes
(40 minutes to be spread through the day, including 20 minutes at the start of the day and 15 minutes at the end of the day for teacher-student visitation and other teaching related purposes.)

Elementary (K-4) 6 hours - 40 minutes

B. Hours per week: High School (Grades 9-12)

(1) 25 teaching or supervisory periods of up to 58 minutes each (third hour 63 minutes).

(2) 5 teaching preparation periods of up to 58 minutes each.

(3) 5 guided instruction periods of up to 58 minutes each.

Effective beginning 2010-2011 School Year:

(1) 30 teaching or supervisory periods of up to 51 minutes each (third hour 60 minutes if Channel 1) (teach 6 classes or 5 classes and 1 guided instruction period)(by mutual agreement, including a Letter Of Understanding, teach 4 classes and 2 guided instruction periods).

(2) 5 teaching preparation periods of up to 51 minutes each.

C. Hours per week: C. L. Phelps (Grades 5-8)

(1) 30 teaching or supervisory periods of up to 46 minutes each plus homeroom/ sustained silent reading of 26 minutes.

(2) 5 teacher preparation periods of up to 46 minutes each.

D. Hours per week: Elementary Schools:

| | |
|---|---|
| Central | (Grades 1-4) |
| Birchview | (Grades 1-4) |
| Birchview | (Kindergarten) |
| Phelps | (Kindergarten) |

(1) Classes will be in session for up to 6 hours and 15 minutes per day for 5 days.

(2) Unless otherwise elected as herein provided, elementary teachers shall be in their respective buildings ten (10) minutes prior to the morning session and be available to supervise students on the school premises and/or in their respective classrooms upon the students arrival prior to the morning and afternoon sessions, and shall remain in their respective buildings for fifteen (15) minutes

following the end of the afternoon session, the first ten (10) minutes of which being spent supervising students on the school premises as necessary or in their respective classrooms. Instead of such schedule, elementary teachers may elect to be in their respective buildings twenty (20) minutes prior to the morning session and be available to supervise students on the school premises and/or in their respective classrooms upon the students arrival prior to the morning and afternoon sessions, and shall remain in their respective buildings for five (5) minutes following the end of the afternoon session supervising students on the school premises as necessary or in their respective classrooms. Such election shall be made for each semester by notification to the building principal in writing no later than the first day of classes for each semester. Such election shall be effective for the duration of the semester. Kindergarten teachers will be provided relief for up to ten (10) minutes during the morning and afternoon sessions. Other elementary teachers may be provided an emergency relief break that is agreeable with the principal. The Superintendent will issue a memo to the principals to develop a procedure to follow.

(3) Elementary Schedule:

(a) Kindergarten:

| | Birchview | Phelps |
|---|---|---|
| Teachers Report | 8:25 | 8:20 |
| Classes Begin | 8:35 | 8:30 |
| Students Dismissed | 11:40 | 11:35 |
| Teachers Report | 12:30 | 12:25 |
| Classes Begin | 12:35 | 12:30 |
| Students Dismissed | 3:40 | 3:35 |
| Teachers Leave Building | 3:55 | 3:50 |

(b) Grades 1-4:

| | Birchview | Central |
|---|---|---|
| Teachers Report | 8:25 | 8:25 |
| Classes Begin | 8:35 | 8:35 |

| | | |
|---|---|---|
| Lunch Gr. 1 | 11:30 | 11:30 |
| Gr. 2 | 11:40 | 11:40 |
| Gr. 3 | 11:55 | 11:55 |
| Gr. 4 | 12:05 | 12:05 |
| Teachers Report | | |
| Classes Begin Gr. 1 | 12:20 | 12:10 |
| Teachers Report | | |
| Classes Begin Gr. 2 | 12:30 | 12:20 |
| Teachers Report | | |
| Classes Begin Gr. 3 | 12:45 | 12:35 |
| Teachers Report | | |
| Classes Begin Gr. 4 | 12:55 | 12:45 |
| Students Dismissed | 3:40 | 3:30 |
| Teachers Leave Building | 3:55 | 3:45 |

(4) Elementary Teacher Preparation Time: An average of at least 240 minutes per week for full time regular education junior kindergarten and kindergarten teachers and an average of at least 210 minutes per week for full time regular education teachers in grades 1-4 (for the life of the contract). This subsection expires on August 31, 2011.

(c) Grades 5-8:

| | | Phelps |
|---|---|---|
| Teachers Report | | 7:45 |
| Students In | | 7:50 |
| Homeroom | | 8:00 |
| Classes Begin | | 8:13 |
| Sustained Silent Reading | | 16 minutes |
| Teachers Report | Gr. 7th & 8th | 12:28 |
| | Gr. 5th & 6th | 1:17 |
| Lunch | Gr. 7th & 8th | 11:45 |
| Students In | Gr. 7th & 8th | 12:28 |
| Classes Begin | Gr. 7th & 8th | 12:31 |
| Lunch | Gr. 5th & 6th | 12:34 |
| Students In | Gr. 5th & 6th | 1:17 |
| Classes Begin | Gr. 5th & 6th | 1:20 |
| Students Dismissed | | 2:55 |
| Teachers Leave Building | | 3:10 |

E. Days Before Vacation. Teachers may leave the building following the dismissal of the students on the day before any vacation period provided rooms are in order.

F. Inservice and Administrative Meetings. It is within the discretion of the administration to require attendance at meetings and professional inservice sessions. Up to 2-1/2 hours per month beyond the normal day, not accumulative, may be required of 5 through 12 grade teachers for such meetings and activities. K-4 teachers may be required to attend up to 2-1/2 hours every two (2) months, not accumulative, (12 1/2 hours per year) for administrative meetings or district-wide inservice sessions. Hours required in excess of such two and one-half (2 1/2) hours beyond the normal day will be compensated at the General Rate set forth in Appendix A, Part 3, Section 1B. Teachers will receive at least forty-eight (48) hours advance notice of such meetings and sessions. Absence from such meetings shall be cleared with the building principal.

Section 3 - Lunch Period

In addition to the hours and periods referred to, each teacher will be allowed at least a 45 minute period daily for lunch, which period will be duty free. (Commencing with the 2000/2001 school year, teachers at the Phelps School will be allowed at least a 43 minute period.) For the term of this Agreement, teachers at the Central School will be allowed at least a 50 minute period which may include up to 10 minutes which is not duty free. Any change in the present schedule, whether proposed by the District or the Association, shall be discussed by the parties prior to implementation by the Board.

Section 4 - Days/Hours of Instruction

A. Tenure Teachers - Reporting Pre/Post Instructional/ Staff Days on School Calendar. So long as the required days/hours of instruction and additional staff days, as outlined in State Regulations and the School Calendar, have been met during the regular school year, tenure teachers shall not be required to report prior to the first day of the fall school session nor to remain after the last day of the spring/summer school session, as set forth in the school calendar, without additional compensation therefor.

B. School Closed/Makeup. In the event that school is closed due to conditions beyond the Board's control and therefore the required days/hours as outlined in State Regulations are not met during the regular school year, such days/hours less than the required number will be made up at a time mutually agreeable to the Board and the Association. All covered personnel will report to work during those make-up days as part of their regular assignment and annual salary.

Section 5 - No Mandatory Conferences on Non Duty Days

Teachers will not be required to attend conferences or other activities (except for those activities which are compensated in the Supplemental Pay Schedule) during the summer break, Saturdays, Sundays or similar non duty days.

Section 6 - Driving School Bus; Lunchroom, Playground or Noon Hour Supervision - Teacher Consent

Without the written consent of the individual teacher involved, teachers will not be required to drive school buses, or to perform lunchroom, playground, or noon hour supervision, as part of their regular duties.

## VIII - TEACHING CONDITIONS

Section 1 - Optimum School Facilities

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

Section 2 - Joint Meeting - Budget and Purchasing Needs For Following School Year

In the fourth quarter of each year meetings shall be held between teachers and appropriate administrative staff to aid in the determination of grade level, department area, and specialized area budget and purchasing needs for the following school year.

Section 3 - Typing and Duplicating Facilities

The Board agrees to continue to make available in each school, as in the past, typing and duplicating facilities.

Section 4 - Storage; Instructional Materials and Supplies

As in the past, the Board will provide:

1. Space for each teacher to store coats, overshoes and personal articles.

2. Chalkboard space in every classroom.

3. Copies, exclusively for each teacher's use, of all texts used in each of the courses they are to teach.

4. A dictionary in every classroom.

5. Storage space in each classroom for instructional materials.

6. Attendance book, paper, pencils, pens, chalk and erasers.

Section 5 - Lunchroom; Restroom Facilities

The Board will provide lunchroom, rest room, and private lavatory facilities in each school and at least one room of adequate size furnished with facilities for refreshments which shall be used as a faculty lounge.

Section 6 - Telephone Facilities

Telephone facilities will be available to teachers for their reasonable use. Teachers are expected to use discretion in the use of telephone facilities.

Section 7 - Pupil-Teacher Ratio

Because the pupil teacher ratio is an important aspect of an effective educational program, the parties agree that efforts should be made to comply with North Central Association class size guidelines, and that class sizes should be kept low wherever possible, with individual teacher's class sizes taking into consideration main-streaming of students. Consideration will be given in determining class sizes for individual teachers to the number of main-streamed pupils in the class and the nature and severity of impairment. Where class overloads are felt to exist, the affected teachers and the Association may request a meeting with the appropriate principal to review the situation and seek possible remedies. If the matter cannot be resolved to the satisfaction of the parties, the affected teachers and the Association may similarly request a meeting with the superintendent to review the situation.

Section 8 - Attendance Policy

In order to provide optimum educational opportunities for each child in the District, the school administration and teachers will strictly enforce the Attendance Policy adopted by the School Board.

Section 9 - Serious Communicable Disease Policy

Teachers shall be informed of the District's serious communicable disease policy and shall be given instructions on how to implement such policy.

## ARTICLE IX - LEAST RESTRICTIVE ENVIRONMENT

Section 1 - Teacher Participation in IEPC Meeting

Any bargaining unit member who it can be reasonably anticipated will be teaching or otherwise providing instructional services to a handicapped student in a regular education classroom setting shall be invited, in writing, to participate in the Individual Educational Planning Committee (IEPC) meeting for such student. Unless directed to attend by the Employer, the member may choose not to do so.

Section 2 - Teacher Request to Call IEPC Meeting

If a bargaining unit member, in writing, advises the Superintendent of a reasonable basis to believe that a handicapped student's current IEPC report is not meeting the student's unique needs as required by law, the Superintendent shall forthwith call an IEPC meeting. The member so advising the Superintendent shall be invited to and attend the IEPC meeting.

Section 3 - Copy of Policy

Any bargaining unit member who may be called upon to participate in an IEPC meeting shall be provided with a copy of the Michigan Department of Education's "Policy Regarding Least Restrictive Environment" (dated January 10, 1984) and information regarding its meaning, application, and implementation, particularly the "13-Step" process. Said information may occur at a scheduled faculty meeting.

Section 4 - Training

A. Inservice Training. The District will periodically provide in-service training to regular education personnel regarding instruction and behavioral management of handicapped students in the regular education classroom setting.

B. Copy of Student's Individual Education Plan. When a special education student is main-streamed into a regular education classroom, the student's regular education teacher shall be provided a copy of the student's individual educational plan.

Section 5 - IEPC Meetings - Release Time/Compensation

Bargaining unit members participating in IEPC meetings will be provided release time, compensatory time off or compensation at the General Rate set forth in Appendix A, Part 3, Section 1B, at the discretion of the Superintendent.

## ARTICLE X - STUDENT TEACHING POLICIES COMMITTEE

A Student Teaching Policies Committee shall be formed consisting of three (3) administrators, three (3) members of the Association, and one (1) Board member (as a liaison and nonvoting member). The committee shall:

(a) Develop rules and policies concerning the student teaching program.

(b) Establish policies concerning the assignment of student teachers.

(c) Establish a listing of qualified, volunteer supervising teachers.

(d) Act as a study committee to review any problems involving student teachers.

## ARTICLE XI - TEACHER EVALUATION AND PROGRESS; DISCIPLINE

Section 1 - Observation; Interview; Evaluation; Objection

Every attempt shall be made to observe probationary teachers for the purposes of evaluation at least three (3) times during the school year and tenure teachers for the purposes of evaluation at least once every two years. Each teacher should also complete a self-evaluation, using the same form, each time an administrative evaluation is conducted. The Association shall make every effort to insure that the self-evaluations are completed by the individual teachers. A personal interview shall be held within ten (10) school days of the observation; both evaluations shall be available at this time. The written evaluations shall be placed in the teacher's file within fifteen (15) school days of the observation with an administrative copy to be furnished to the subject teacher. In the event that the teacher feels their evaluation was incomplete or unjust, they shall put their objections in writing and have them attached to the evaluation report to be placed in their personnel file. Teacher comments to the evaluation are to be presented to the evaluator within fifteen (15) school days of the evaluation. If the administrator does not hold a personal interview with the teacher within the specified ten (10) school days of the observation, the observation shall be deemed invalid; and no documentation shall be placed into the teacher's personnel file. An exception to the ten (10) school days shall be allowable because of extenuating circumstances; however, the administration shall inform the affected teacher of such a delay within the ten (10) school days.

Section 2 - Evaluation by Certified Personnel; Time Limits; Full Knowledge of Teacher

Evaluating shall be conducted only by persons holding a valid teaching certificate and shall include superintendent, principal, assistant principal and other personnel agreed upon by the administration and the Association. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher. Additional information concerning teacher performances other than that gained through such monitoring and observation may not be considered unless the teacher is made aware of such information. Student test results shall not be a factor in evaluating teachers.

Section 3 - Evaluation of Probationary Teachers

Probationary teachers will be evaluated in accordance with the requirements of the Michigan Teacher Tenure Act. Should any probationary teacher disagree with their evaluation they may attach pertinent information for retention with the evaluation in their personnel file.

Section 4 - Personnel File; Review; Contents

Each teacher shall have the right, upon request, to review the contents of their own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following minimum items of information.

(1) TB report and required medical information.
(2) All teacher evaluation reports.
(3) Copies of annual contracts.
(4) Teacher's certificate.
(5) Transcript of academic records.
(6) Tenure recommendations.

Failure to supply a TB report and required medical information, a teacher's certificate, and a transcript of academic records shall be grounds for withholding of pay. The District shall be entitled to rely upon the information last shown on such records for all purposes involving the teacher's employment and this Agreement. Academic information shall be brought up-to-date no later than September 1 of each year to be considered for salary purposes during that year. Such academic information shall be brought up-to-date no later than February 1 of each year for purposes of staff reduction.

Section 5 - Response to/Removal of Material in Personnel File

The teacher may file a response to any material placed in the teacher's personnel file, and said response shall become a part of said file. Material both parties agree to be in error shall be removed from the file.

Section 6 - Evaluation Sheets; Target Objectives Option

For the term of this Agreement a guide to teacher evaluation and a teacher evaluation sheet shall be set forth in Appendix B, which is a part of this contract, provided a tenure teacher shall have the option of evaluation by target objectives with the consent of the principal.

Section 7 - Dispute Over Professional Judgment (Administration)

In order to maintain a high-level of morale among employees, it is important that the Administration be supportive of the teaching staff. If a dispute over professional judgment occurs between an administrator and a teacher, the disagreement will first be brought mutually to the superintendent for resolution; if this fails, the disagreement can be submitted to a Peer Group Panel normally consisting of an equal number of administrators and teachers (not to exceed 3 from each group) for their recommendation concerning resolution.

Section 8 - Internal Resolution of Problems (Aide)

When an unresolved problem, excluding child abuse, occurs between a teacher and an aide on classroom techniques and procedures, the aide or teacher will contact the administration for an internal resolution to the problem according to District policy prior to seeking an external resolution, unless required by law. Such a request by an aide will not be incorporated into the employee's personnel file.

Section 9 - Complaints Against Teacher/Call to Teacher's Attention

Any complaints to the administration by any parent, student or other person directed against a teacher shall be promptly called to that teacher's attention. Any such complaint not called to the attention of the teacher may not be used as the basis for disciplinary action against such teacher and shall not be placed in the teacher's personnel file.

Section 10 - Teacher Reprimand - Time

When it becomes necessary to reprimand a teacher, such reprimands shall be made on or before fifteen (15) calendar days from the date the principal or superintendent was notified of the incident (unless the teacher is notified, during such period, that further investigation concerning the incident is necessary). Whether or not the District administrators become aware of the incident during such time period, a teacher will not be disciplined more than sixty (60) school days after the incident unless the incident involves serious misconduct.

Section 11 - Teacher Responsible to One Supervisor

A teacher will be assigned to the supervisor in charge of the building in which the teacher spends the greatest amount of his/her time during the school day. When a teacher is responsible to more than one supervisor, such as teachers working in more than one building, any conflict or dispute between the directions of the supervisors will, at the request of the teacher, be resolved by the superintendent. The teacher will be evaluated by the supervising principal in the supervising principal's building of choice.

## ARTICLE XII - LEAVES

Section 1 - Leaves of Absence With Pay

A. Sick Leave.

(1) A maximum of twelve (12) days of sick leave per year is granted to be used in the event of personal illness, or in the event of the serious illness of the teacher's spouse, children, parents or member of the teacher's immediate household necessitating the teacher's presence. A teacher may elect not to use accumulated sick leave days in order to receive sickness and accident or other insurance benefits to the extent permitted by any insurance policy covering the teacher. A teacher may accumulate any unused sick leave days for personal illness, but may use sick leave days only during periods of actual disability. At the request of the Association, on a case by case basis, the parties may agree to creation of a sick leave bank whereby bargaining unit members may contribute accumulated sick leave days for use of another bargaining unit member in case of catastrophe.

(2) Any teacher absent because of personal illness, injury, or on orders of a physician to remain absent from duty due to exposure to disease, for more than ten (10) working days in any one (1) year may be required by the Superintendent of Schools to provide a medical statement by a physician certifying that the employee was unable to be on duty

during such absence. If abuse of the sick leave benefit is suspected, the Superintendent may so notify the teacher involved, and the Association, and may thereafter, for future absences, require such teacher to provide a medical statement by a physician certifying that the teacher is unable to be on duty during such absence.

(3) Illness, as used in this subsection, shall include accidental injury or illness.

(4) The number of sick leave days and personal leave days available to a teacher will be recorded on the teacher's paycheck stub.

B. Funeral Leave.

(1) Teachers will be granted leave up to five (5) days not to be deducted from sick leave in the event of a death in the immediate family with the provision that the time used is at time of death or burial of deceased. Immediate family is deemed to include spouse, children, parents, and parents of spouse.

(2) Teachers will be granted leave up to three (3) days, not to be deducted from sick leave, at the time of death or burial of deceased for a death of grandparents, brothers, sisters, son-in-law, daughter-in-law, grandchildren, brother-in-law, sister-in-law, and any person who has made residence and lived in a family relationship with the family within the past three (3) years.

(3) On application to the building principal, a paid leave of up to one (1) day per year per employee shall be granted to attend the funeral of a close friend or member of the family with which the teacher had a close relationship. Additional leave days may be granted by the principal.

C. Educational Leave. The District may grant time under the provisions of this Section 1 for visitations to other schools or attendance at educational conferences or conventions, provided sufficient funds are available for this released time.

D. Personal Leave.

Teachers will be granted a leave of absence for three (3) days in each contract year for the conducting of personal business. Unused days may be accumulated to a total of five (5). Use of personal business days will be cleared with the Administration and will be contingent on the availability of a suitable substitute. Unused personal business days, in excess of five (5), will be added to accumulated sick leave days.

E. Selective Service Exam Leave. If Selective Service is reactivated, teachers will be granted a leave of absence for the purpose of taking a Selective Service physical examination.

F. Jury Duty Leave. Teachers will be granted leave of absence required for the performance of jury duty and shall be entitled to pay for such time, less, however, any amounts received as payment for jury duty.

G. Witness Leave.

(1) Teachers will be granted such time as may be required for their appearance in court on behalf of the District, or on their own behalf in any action by them against a third party, or against them by a third party, which action arises out of the performance of their teaching duties, provided, however, that such leave will be without pay in actions by a teacher against the District, and in actions by the Association against the District.

(2) Teachers will be granted leave of absence required to respond to a subpoena and shall be entitled to pay for such time, less, however, any compensation required to pay for the substitute teacher.

H. Association Leave. The President of the Ishpeming Teacher's Association will be granted seven (7) days of leave for use of designated members in attendance at any Association meetings. The President of the Ishpeming Teacher's Association will be granted up to four (4) additional days of leave for use of designated members in attendance at Association meetings provided the Association shall assume the entire expense of any substitute teacher necessary for such days.

Section 2 - Leaves of Absence Without Pay

A. Sabbatical Leave. Leave of absence without pay for periods of up to one (1) year will be granted, where proper replacements are available, for studies relating to the teacher's license field; studies to meet eligibility requirements for a license in the field of education not held by a teacher; study, research or special teaching assignment involving advantage to the school system; the commencement and termination dates for such leaves will be determined in advance by the superintendent and the teacher taking into consideration the available times for such studies, research or special teaching assignments and natural breaks in the school year calendar.

B. Extended Illness and Maternity/Infant Care Leave.

(1) The District shall grant leave of up to one (1) year without pay, for necessary absence due to injury or illness (including injury or illness extending beyond the period

compensated pursuant to the paid sick leave section of this Article), provided the teacher is unable to obtain such treatment during times other than normal school hours. Teachers shall notify their building principal, in writing, as soon as the need for such leave becomes apparent. The commencement and termination dates for such leave shall be jointly determined by the teacher and the superintendent, taking into consideration such matters as the teacher's health, doctor's recommendations, the period of disability, and natural breaks in the school year calendar.

(2) Such leave may be extended upon written request at least ninety (90) days prior to termination of the leave, for up to two (2) additional one (1) year periods. The 90-day period may be waived in the event of substantial change in the teacher's conditions, verified by a physician, in which case such written request for extension shall be made as soon thereafter as possible. The intended termination date for such leave will be determined in advance by the teacher and the Superintendent taking into consideration such matters as the teacher's doctor's recommendation and natural breaks in the school year calendar.

(3) The District shall grant a Maternity/Infant Care leave (including a reasonable period for post-natal infant care) of up to a maximum of one (1) year without pay to female teachers. Recognizing that the District has valid interests in preserving the continuity of instruction, in scheduling, and in providing teachers physically and mentally capable of performing their teaching functions, teachers shall notify their building principal, in writing, no later than the end of the fourth month of pregnancy. The commencement and termination dates for such leave will then be jointly determined by the teacher and the superintendent taking into consideration such matters as the teacher's health, her doctor's recommendations, the period of disability, and natural breaks in the school year calendar. Maternity/Infant Care leave shall commence no later than the point at which the pregnancy interferes with the teacher's normal teaching functions, and shall terminate no sooner than the teacher can assume her normal teaching functions and can assure the District that care of her child will not unduly interfere with her work duties. The District shall also grant Maternity/Infant Care leave of up to one (1) year without pay to male teachers for post-natal infant care provided the teacher's presence at home is required due to the teacher's spouse working or some other such valid reason. The commencement and termination dates for such leave shall be jointly determined in advance by the teacher and the Superintendent, taking into consideration such matters as the expected time of delivery and natural breaks in the school year calendar. A teacher may use accumulated sick leave for periods of actual disability only during the maternity leave. The period of actual disability shall be presumed to be two (2) weeks, without necessity for a doctor's certificate. If a teacher claims entitlement to paid

sick leave, due to actual disability, for a period in excess of two (2) calendar weeks such paid sick leave shall be granted only if the teacher provides evidence, satisfactory to the school district, of actual physical disability prohibiting her from performing her teaching functions. Such proof must indicate specifically the date or dates on which such disability actually commenced and the date or dates on which such actual disability ceased. Although Maternity/Infant Care leave will normally be longer than the period of actual disability, the teacher is entitled to use of accumulated paid sick leave only during periods of actual disability, and is entitled to unpaid leave during the remainder of such leave.

C. Adoption Leave. A teacher adopting a pre-school child shall be entitled to a leave of up to one (1) year without pay, provided the teacher's presence at home is required due to the teacher's spouse working or some other such valid reason. The commencement and termination dates for such leave will be jointly determined in advance by the teacher and the Superintendent taking into consideration such matters as the time the teacher may receive custody of the child and natural breaks in the school year calendar.

D. Public/Association Office Leave. A leave of absence for up to one (1) year will be granted to teachers to serve in a public office or as an officer of the MEA or NEA for performance of official duties. The commencement and termination dates for such leave will be determined in advance by the Superintendent and the teacher taking into account natural breaks in the school year calendar.

Section 3 - Seniority During Leave; Return

Teachers on authorized leave of absence of less than one (1) "year", who have worked the remainder of such year, will continue to accumulate length of service during such leave for all purposes of this Agreement, including advancement in the salary schedule. Teachers on authorized leave of absence of one (1) "year" or more, or who are absent or otherwise do not return from a shorter authorized leave until the expiration of one (1) "year" or more, will have their accumulated length of service frozen during the entire leave for all purposes of this Agreement, including advancement in the salary schedule. (For purposes hereof, a "year" shall be twelve (12) calendar months, or the period from a normal school break in one year to the same break in the following year, such as Easter vacation to Easter vacation, even though such period may be less than twelve (12) calendar months.) On return from an authorized leave of absence, the teacher will be assigned to the same or substantially equivalent position if available. The position of a teacher on authorized leave may be filled by a temporary or substitute teacher, or otherwise, as determined by the District. Teachers on authorized leave of absence shall accrue seniority as herein provided, and shall otherwise retain all seniority rights as provided hereunder for purposes of layoff and recall.

Section 4 - Health Insurance During Leaves

Teachers on approved leave of absence may retain their health insurance benefits at group rates upon proper written application to the District, and upon proper prepayment of monthly premiums.

Section 5 - Return Prior to Leave Termination Date

Teachers wishing to return from a leave of absence prior to the previously determined termination date must submit written notice of such intention to the District, by registered mail, postmarked no later than May 15. Teachers intending to return from a leave of absence as scheduled shall, upon request of the administration, submit written notice of such intention to the District no less than sixty (60) days prior to the scheduled termination date for such leave. Teachers not returning from any leave on the scheduled termination date shall be considered to have voluntarily terminated their employment with the District.

Section 6 - Restoration of Sick Leave on Rehire

Rehired former District employees who have absented themselves from the system for no more than five (5) years shall have their accumulated sick leave restored to them.

Section 7 - Employment Elsewhere While on Leave

It is understood that any teacher on leave except for an approved special teaching assignment shall not be employed elsewhere as a full-time teacher during the period covered by the leave. If so employed, the leave is void and therefore canceled.

Section 8 - Family and Medical Leave Act of 1993

The Board may adopt policies and procedures pursuant to the Family and Medical Leave Act of 1993 ("FMLA" or the "Act"), covering, for example, such matters as designation by the employee and/or the Employer of qualifying leave as FMLA leave, use of other leave or paid time off during FMLA leave, and medical certification for FMLA leave, as permitted by the Act. The parties agree that such policies and procedures shall not exceed the law.

## ARTICLE XIII - VACANCIES; TRANSFERS; ASSIGNMENTS

Section 1 - Notice of Vacancies; Time; Filling Vacancy

A. The District will post dated notices of all vacancies and additions for full-time and part-time bargaining unit positions in each school building for ten (10) working days. (Working days as used herein shall be deemed to mean school office working days, being generally Monday through Friday,

excluding holidays.) If the posting is not made within ten (10) working days after the position is determined to be open by the Superintendent and the Board, the District will notify the Association of such delay together with reasonable justification for such delay. During the summer months when school is not in session, the Superintendent shall also send a copy of the notice to the President of the Association, and to each eligible laid off employee on the seniority and recall lists. Permanent assignment of a teacher to the open position shall not be made until expiration of the 10-day posting period. Posting may be waived or shortened with approval of the Ishpeming Education Association President, or designate, during the summer months when school is not in session provided the President, or designate, is notified within two (2) days after the position is determined to be open by the Superintendent and the Board. Vacancies and additions will be filled based on such factors as experience, competency, qualifications and length of service. The District will notify each applicant of the person to be assigned to the vacancy or additional opening prior to a general announcement.

B. Prior to the end of the school year, any interested bargaining unit members shall notify the Superintendent of their desire to be notified of any vacancies that may occur during the summer months. These notices shall be sent out by the school district when such vacancies arise. The IEA will assume full cost.

Section 2 - Notice of Transfers; Time

In the event that transfers of teachers to another school are required, the District will post a notice of such transfer in the same manner as Section 1 above, except that no more than five (5) days posting will be required. (After August 1 posting will be waived entirely.) Teachers may indicate to the District, in writing, their desire to be considered for such transfer.

Section 3 - Change in Grade/Subject Assignment

Teachers affected by a change in grade assignments in the elementary schools and subject assignment in the secondary schools will be notified by their principals as soon as practicable and no later than August 15. An involuntary transfer will not be made arbitrarily. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer.

Section 4 - Certification/Bachelors Degree Requirement

No teacher shall be granted a contract with less than a Bachelors Degree and full certification by the State Department of Education (except as permitted by the Revised School Code). Teachers must file a copy of their certificate, registered by the

Marquette-Alger Intermediate Office, in the Superintendent's office before beginning employment.

Section 5 - Assignment - Certificate, Major/Minor

Teachers will normally be assigned to duties within the scope of their teaching certificates for elementary and intermediate classes and within the scope of their major or minor field of study for high school classes (or, for non-certified teachers, in those areas permitted by the Revised School Code), except where other assignments may be deemed necessary by the Board and the Association due to availability of qualified teachers, layoff or other good cause.

Section 6 - Information Concerning State/Federal Program Opportunities

The District will cooperate with the Association in making available to the teachers such information as it may acquire concerning positions and opportunities in or under State and Federal education programs.

## ARTICLE XIV - STAFF REDUCTION AND RECALL; SENIORITY; PROBATIONARY TEACHER; EXTRA CURRICULAR SCHEDULE

Section 1 - Definition of "Layoff"

The word "layoff" means a reduction in the teaching staff due to a decrease in student enrollment, lack of funds, or other legitimate reasons.

Section 2 - Meeting Re: Layoff Effects and Implementation

While the Association recognizes the right of the District to determine the necessity for layoff, and the number of teachers to be laid off, representatives of the District will meet with representatives of the Association prior to the staff reduction regarding the effects and implementation of such reduction.

Section 3 - Layoff/Recall Procedures; Seniority

When a layoff takes place, probationary teachers shall be laid off first provided there are tenure teachers certified (and in the case of high school subjects, that meet the North Central Association of Colleges and Secondary Schools accreditation standards, or that agree to, and do, take whatever action may be necessary in order to meet North Central Association accreditation standards within one (1) year), or non-certified teachers acceptable to the District, to replace them. Thereafter, a reduction of teaching staff will be made as follows:

A. 1. Copies of the Seniority List for all teachers in the District shall be posted in the respective buildings as soon as reasonably possible after February 1, but in no event later than March 31 of each year (provided, however, if administrators or other non-teaching personnel, who are certified teachers, are to be added to the seniority list, such additions shall be made as soon as reasonably possible following the District's decision to return such employees to teaching positions.) The list shall indicate the grades in which the teacher is certified, the subject areas in which the teacher is certified and presently teaching, the subject areas in which the teacher is certified and has taught within the previous ten (10) years, and the subject areas in which the teacher is certified but has not taught within the past ten (10) years.

2. Seniority, for the purposes of this Article, shall be determined as follows: Each teacher shall receive, starting September 1, 1983, ten (10) points for each year of service on the Seniority List. Any teacher holding a Vocational Education Certificate will be granted an extra five (5) points on the Seniority List. Part-time teachers shall receive prorated points, for example, if the normal schedule for a full-time teacher would be five (5) classes, and a part-time teacher teaches three (3) classes during the year, such part-time teacher would receive six (6) points for such year of continuous service.

3. Length of continuous service will not be deemed broken by, and will be deemed to include, authorized leaves of absence of less than one (1) "year", provided such leaves are also for less than twelve (12) calendar months. Length of continuous service will not be deemed broken by, but will not be deemed to include authorized leaves of absence of one (1) "year" or more, or twelve (12) calendar months or more, and periods of layoff as defined in Section 5 hereof.

4. For purposes hereof, one (1) "year" shall include from a normal school break in one (1) year to a normal school break in the following year, such as spring vacation to spring vacation, even though such period may be less than twelve (12) calendar months.

5. Beginning with the 1981-82 school year and not affecting any teachers already employed in the District, the following point system will be applicable only after three (3) years of continuous service in the District. The teacher will receive one (1) point for each semester credit hour, approved as required for the salary schedule, up to a maximum of thirty-eight (38) points with a bachelor's degree. A teacher with a master's degree shall receive a total of thirty-eight (38) points. A teacher with a master's degree, plus additional hours, shall receive the thirty-eight (38) points plus one (1) additional point for each semester credit hour, approved as required for the salary schedule earned beyond the master's degree. The teacher with the higher number of points shall be deemed to have the greater seniority.

6. If a teacher (with at least ten (10) years continuous service in the District) would otherwise, within three (3) years of the date of intended layoff, be qualified for retirement and to actually receive retirement benefits, such teacher may file a written request with the District for "super seniority" (or the Association may file a written request with the District for such super seniority if the teacher is not available, subject to the teacher's approval or rejection). Such request must be delivered to the District within five (5) days of notice to such teacher (or to the Association by certified mail, return receipt requested) that the teacher is being considered for possible layoff. During such three (3) year period (or such lesser period as the employee may be qualified for retirement and to actually receive retirement benefits), such teacher shall be deemed to have the greatest number of points on the Seniority List for layoff purposes. After such three (3) year period has expired (or at such earlier time that the employee is qualified for retirement and to actually receive retirement benefits) such teacher shall be returned to their normal position on the Seniority List for layoff purposes. Such request for "super seniority" by a teacher may be made only once and shall continue for such three (3) year period, or until such earlier time that the teacher is qualified for retirement and to actually receive retirement benefits.

7. Administrators or other non-teaching personnel, who are certified teachers, shall accrue seniority as herein provided for teachers but shall not be shown on the seniority list unless they are to be returned to a teaching position. Administrators or other non-bargaining unit members hired after September 1, 1991, who are certified teachers, shall not accrue seniority while serving as an administrator or as a part-time teacher and part-time administrator within the District. The only seniority that they may continue to retain is the seniority they earned while performing teaching duties as described in the recognition clause and while being members of the bargaining unit.

8. A copy of such list shall be provided to the Association. Within five (5) school days of such posting, each teacher shall either sign the Seniority List next to their name, in the place provided, or shall file a written, signed objection to the accuracy of such list with the Superintendent. The Association may also contest the accuracy of such lists, in writing, within five (5) school days of such posting. If no written objections have been made within such period, or, if written objection has been made, upon final resolution of the validity of such objection, the District may conclusively rely upon the accuracy of such lists for all purposes of this Agreement and for purposes of future revisions in such lists. Written objections to the accuracy of such lists, made as above provided, shall be submitted directly to Step 2 of the grievance procedure.

B. 1. The order of reduction and recall will be according to academic needs, certification and seniority, and will be subject to the needs of the program. Implementation of such reduction and recall shall be subject to mutual agreement between the District and the Association. If mutual agreement cannot be reached, seniority alone shall be the basis for reduction and recall, PROVIDED, HOWEVER, that the teacher must be certified in the subject, and in the case of high school subjects must meet North Central Association of Colleges and Secondary Schools accreditation standards, or must agree to, and take whatever action may be necessary, to meet North Central Association accreditation standards within one (1) year and must have taught the subjects involved within the last ten (10) years.

2. The requirement that the teacher must have taught the subject within the previous ten (10) years may be waived by the District if, in its discretion, the District feels the teacher has participated in sufficient study in the subject area within the previous ten (10) years to keep the teacher currently knowledgeable in the subject area, or if the teacher agrees, at the teacher's own expense, to take refresher course(s) within subject area acceptable to the District. A teacher certified in a given subject area who has not taught the subjects within the last ten (10) years, and who has neither had refresher course(s) within the previous ten (10) years, nor agrees to take additional refresher course(s) in such subject, shall be deemed to be at the bottom of the Seniority List with respect to teaching such subject.

3. While a grievance may be filed concerning such order of reduction or recall by any affected employee, absent a specific finding by the arbitrator of bad faith on the part of the Board, any such employee the arbitrator finds should be returned to work shall be so returned effective at the start of the first pay period following any such award and their salary shall commence (on a pro rata basis) on that date and the person the arbitrator accordingly finds should have been laid off (or should not have been recalled) may be laid off, also effective that date, anything else in this Agreement notwithstanding, and such employee's salary shall cease (on a pro rata basis) on that date.

C. If two or more teachers are deemed to have equal seniority status, the teacher's participation in the extra-curricular activities set forth in the supplemental pay schedule of Appendix A, Part III of this Agreement shall control. If two or more teachers are still deemed to have equal seniority status, the teacher with the greatest length of continuous service in the District shall be deemed to have the greater seniority.

Section 4 - Notification According to Teacher Tenure Act

The District agrees to abide by the provisions of the Teacher Tenure Act in notifying affected teachers.

Section 5 - Recall After Layoff; Notice; Seniority; Salary

1. Teachers will be recalled utilizing the same factors as those used in layoff, but in the inverse order of seniority. Notice of recall shall be sent to the teacher, and the Association president, at the address last provided the District by the teacher, and the president, by certified mail, return receipt requested. If the teacher fails to notify the District of acceptance of the offered position, in writing (or telegram), within seven (7) calendar days from the earlier of the date of receipt of notice by the teacher or the date of receipt of notice by the Association, the teacher shall be considered to have permanently terminated their employment with the District, and their name shall be removed from the seniority and recall lists. A teacher who is laid off shall remain on the Seniority list for five (5) calendar years from the date of Board action to place the teacher on layoff, or until they refuse recall or notify the District that they wish to have their name removed from the Seniority List, if earlier. It is the responsibility of laid off teachers on the Seniority List to keep the District informed of their current address.

2. For the purposes of layoff and recall as herein provided, a teacher's length of continuous service will not be deemed broken by, but will not be deemed to include, periods of layoff so long as the teacher is retained on the seniority and recall lists. While a teacher shall accrue no benefits during periods of layoff, the teacher's accumulated sick leave shall not be canceled but shall remain credited to the teacher so long as the teacher is retained on the seniority and recall lists.

3. A teacher recalled from layoff shall receive a salary, in accordance with the salary schedule, based upon the years of experience with the District prior to layoff. In addition a teacher who, during a period of layoff, earns and reports additional semester hours of credit in accordance with Article IX, Sections 9 and 11, shall have the semester hours earned during a period of layoff applied to the salary schedule upon recall; however, semester hours of credit earned and reported as above shall not be applied to the seniority list until after the teacher has been recalled to a staff position.

Section 6 - Changes in Computing Seniority

Any changes in the method of computing seniority as provided herein shall commence with the effective date of this Agreement.

Section 7 - Definition of North Central "Standards"

The term "North Central Association of Colleges and Secondary Schools accreditation standards" shall be deemed to refer to such standards in effect as of the effective date of this Agreement.

Section 8 - Layoff/Dismissal of Probationary Teacher; Extension of Probation Period

The District may lay off or dismiss any probationary teacher at any time based upon the needs of the program, or if, in the District's sole discretion, the teacher's performance is deemed unsatisfactory. Such teachers, and the Association, shall be notified, in writing, of the reason for such layoff or dismissal.

Section 9 - Termination of Services on Extracurricular Schedule

The District may at any time terminate the services of a teacher on the extracurricular schedule, with or without cause.

## ARTICLE XV - CLASSROOM CONTROL AND STUDENT DISCIPLINE

Section 1 - Maintaining Classroom Control/Discipline; Assistance

While the teacher bears the primary responsibility for maintaining proper control and discipline in the classroom, the District recognizes that the teacher may not fairly be expected to assume the role of warden or custodian (unless qualified and assigned to such position), nor to be charged with responsibility for psychotherapy. Whenever it appears that a pupil requires particular assistance from skilled personnel, the teacher shall so notify the principal and the District will take expeditious reasonable steps, in accordance with Act No. 198 of the Public Acts of 1971, as amended, to assist the teacher with responsibility for such pupil, or if physical harm to the teacher or other students would result, to relieve the teacher of responsibility for such pupil. The District and the Association will cooperate in resolving discipline problems which disrupt good classroom operations, and in developing disciplinary standards and procedures. Disciplinary actions and methods invoked by the principals and the teachers shall be reasonable and just in accordance with the Michigan School Code and established board policy, and shall be consistent with all such jointly established standards and procedures.

Section 2 - Non-typical Personal Behavior/Substance Abuse; Procedure

The Board of Education and the Association recognize that the complex problem of students' substance abuse cannot be isolated from the classroom. Characteristics of substance abuse have been widely circulated. Therefore when a student demonstrates non-typical personal behavior characteristics that are either disruptive of the educational climate of the classroom or that impede the student's personal learning, the following procedures may be utilized:

1. The teacher may notify the principal's office of the non-typical behavior characteristics.

2. The teacher may recommend the student for referral to an immediate exploratory conference with an administrator, school nurse or a counselor, and parents or guardian. It is understood, however, that such referrals are not accusations but efforts to explore the causes of the exhibited characteristics and involve the parents or guardians in the process.

Section 3 - Extreme Disciplinary Situations; Use of Force

In extreme cases, the teacher may exclude the pupil from one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation is beyond the teacher's control and makes the continued presence of the student in the classroom intolerable. In such cases, the teacher shall furnish the principal, as promptly as teaching obligations will allow (and at least within twenty-four (24) hours), full particulars of the incident in writing. Teachers may, in accordance with the District's established disciplinary rules, use such reasonable restraining physical force as is necessary for the purpose of maintaining proper discipline.

Section 4 - Teacher Liability; Legal Counsel; Written Account of Action

In taking disciplinary measures, teachers shall exercise reasonable care with respect to the safety of students and property, but they shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to persons or property thereby caused, so long as they act in accordance with the District's established disciplinary rules and procedures. The District will provide legal counsel, if required, for the defense of any teacher in any proceeding which arises out of any reasonable disciplinary action taken by the teacher against a student. The administration shall be provided with a written account of any extreme disciplinary action within one day of the incident, or as soon after any disciplinary action as it becomes apparent to the teacher or the administration that there may be further action involving such incident.

Section 5 - Association Representative - Discuss Problem Area

A teacher may elect to have the Association's building representative accompany them in discussions with an administrator on a problem area. Such discussions may be tape recorded by either party, at their discretion.

Section 6 - Written Report of Student Accident

Teachers shall submit a written report to their principal on forms provided pertaining to all accidents suffered by a student while under their supervision.

## ARTICLE XVI - NEGOTIATIONS; CONTRACT ADMINISTRATION

Section 1 - Items for Negotiations

All items to be included in negotiations for any succeeding collective bargaining agreement shall be presented by both parties no later than the first negotiations session, and amended no later than the second negotiations session, unless otherwise mutually agreed upon by the parties.

Section 2 - Quarterly Meetings; Administration of Contract/ Problems

The Association president, Building Representatives and Superintendent may meet on a mutually agreeable basis during the school year to discuss any problems the parties believe exist or may occur in the operation of the School District. During each school quarter representatives of the Teachers Negotiating Committee, the administrative staff and the Board Employee Relations Committee may meet to discuss the administration of this Agreement and any problems which either party believes exist or may occur in the operation of the School District. An agenda shall be prepared by the parties covering the subjects to be discussed at least ten (10) school days prior to the meeting. Only matters which have first been discussed with the Superintendent of Schools, and where appropriate with the principal of the respective school involved, and which have not thereby been resolved shall be placed on such agenda.

Section 3 - Reopening Items for Negotiation; Waiver

Since both parties had the unlimited right and opportunity to make proposals with respect to all proper subjects of collective bargaining, the District and the Association, for the term of this Agreement, each waive the right and each agree that the other shall not be obligated to bargain collectively, unless the parties otherwise mutually agree in writing, with respect to any matter referred to or covered in this Agreement or with respect to any matter not specifically referred to or covered in this Agreement, even though such matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, PROVIDED, HOWEVER, that while this Agreement will not be re-opened for such purpose, the parties hereby agree to meet and bargain collectively concerning any non-economic matter, not specifically referred to or covered in this Agreement, proposed

as an addition to this Agreement, which is a proper subject of collective bargaining, provided such matter was not within either the knowledge or contemplation of the parties at the time they negotiated or executed this Agreement.

Section 4 - Availability of Financial Information

Upon reasonable request by the Association, the District will either provide copies, or provide reasonable facilities for inspection and copying, of information concerning the District and the bargaining unit, including Form B, the budget, the auditor's report, and bargaining unit salaries.

Section 5 - Entire Agreement; Written Amendment

This Master Agreement, which expresses all of the terms and conditions of employment for teachers applicable during the term of this Agreement, shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

Section 6 - No Work Stoppage

It is the intention of the parties that disputes of any kind be handled through the grievance procedure. Accordingly, the District, the teachers and the Association, its officers, agents and members, agree that for the duration of this Agreement there shall be no strikes, including sympathy strikes, picketing, or any other work stoppages or acts of a similar nature, whether primary or secondary, that would interfere with the operation of the District. Association members will not engage in Association activity during class time, or engage other teachers in Association activity during class time unless prior approval has been obtained from the Administration.

## ARTICLE XVII - MISCELLANEOUS

Section 1 - Fair Employment Practices

It is the continuing policy of the District and the Association that the provisions of this Agreement shall be applied to all employees without unlawful discrimination. Any provisions of this Agreement shall be deemed waived as necessary for compliance with state and federal rules, regulations and orders concerning discrimination, including settlements and consent judgments, and to permit light duty or other modified work schedules or duties for employees with physical/mental disability. Neither the District nor the Association shall discriminate against teachers because of membership or non-membership in the Union.

Section 2 - Association Use of School Facilities

The Association and its members shall have the right to use School facilities for meetings at such times and at such locations as may be approved by the Superintendent and/or building principal. So long as such use does not interfere with pupil/teacher or other scheduled activities approval will not be unreasonably denied.

Section 3 - Grooming

All teachers are to present a well-groomed appearance in keeping with one to set a good example for the students.

Section 4 - Notification by Teachers of Change of Address and Other Personal Information

Every teacher shall promptly notify the District of any change of name, address or telephone number, or of any change which would affect insurance or other benefit status promptly. The District shall be entitled to rely upon the teacher's last name, address and telephone number and other information shown on its records for all purposes involving their employment and this Agreement.

Section 5 - Recognition of Teachers' Qualifications to Assist in Formulating Policies and Programs

Being engaged in a mutual endeavor in the public interest, the District and the Association recognize that the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards and encourage, to the fullest extent, fair and harmonious relations between their respective representatives at all levels, and among all employees of the District whether or not they be covered by this Agreement.

Section 6 - Teacher Ex Officio Member of Board of Education

The Association may appoint one (1) teacher as an ex officio member of the Board of Education. Such teacher may be present at all regular public meetings of the Board (open sessions) and may participate in discussion of Board actions but shall have no vote. Such teacher will sit at a reserved location near the Board table, will be provided with an agenda and all handout materials, except those dealing with personnel or negotiations or other matters not available to the general public, such as matters not discussed at open session pursuant to the Open Meetings Act, and will be given appropriate time on the superintendent's agenda for the Board meeting. In accordance with Board policy, any matters to be on the superintendent's agenda, including any documents or other written material to be

considered, shall be given at the meeting for matters so presented irrespective of whether the superintendent has appropriately notified Board members of such matters in advance of the meeting.

## ARTICLE XVIII - GRIEVANCE PROCEDURE

Section 1 - Intent of Procedure

It is the intent of the parties that the grievance procedure set forth herein shall serve as the means for the peaceable settlement of all disputes that may arise between them as to the application and interpretation of this Agreement or the conditions of employment, without any interruption or disturbance of any sort whatsoever in the normal operations of the District.

Section 2 - Time Limits; Steps

Teachers and the Association ("grievants") are required to follow and use this procedure in case they have any grievances which they wish to be considered and settled. Any grievance shall be presented as soon after its occurrence or after its coming to the attention of the grievant as is reasonably possible without interruption of work but in any event the grievance, in order to become the basis for a claim, must be presented in writing within ten (10) school days after the grievant knew or should have known if they exercised reasonable diligence and attention of the occurrence or non-occurrence of the event upon which the grievance is based, which in no event shall be more than sixty (60) school days from the date of such occurrence or nonoccurrence, unless the grievance is a continuous one in which event no more than sixty (60) school days from the date of the most recent occurrence or non-occurrence. The term "occurrence or non-occurrence" shall be deemed to include the time at which such action is effectively recommended or adopted by the Board, so long as the employee is cognizant of such action, notwithstanding that actual implementation of such action may take place at some future date.

A. Step 1. Within the time period provided above, the grievant shall discuss the alleged grievance with their immediate supervisor. The teacher may, if they so desire, be accompanied by a representative of the Association.

B. Step 2. If the grievance is not resolved at Step 1 the grievant may appeal through the formal grievance procedure, within the time limits above provided, by presenting the grievance in writing, dated and signed, on forms provided by the District (which shall be readily available to teachers or the Association), to the grievant's immediate supervisor. Within five (5) school days following receipt of the written grievance

the supervisor will meet with the Grievance Committee. The supervisor shall answer the grievance within five (5) school days after such meeting by written response to the Grievance Committee.

C. Step 3. If the grievance is not resolved at Step 2 it shall be so noted on the grievance form and delivered to the Superintendent within five (5) school days after answer at Step 2. Within five (5) school days following receipt of the grievance the Superintendent will meet with the Grievance Committee. The Superintendent shall answer the grievance within five (5) school days after such meeting by written response to the Grievance Committee.

D. Step 4. If the grievance is not resolved at Step 3 it shall be so noted on the grievance form and delivered to the Superintendent, for submission to the Board of Education's Employee Relations Committee, within five (5) school days after answer at Step 3. As soon as reasonably possible the Employee Relations Committee will meet with the Grievance Committee. The Employee Relations Committee shall answer the grievance within thirty (30) calendar days after such meeting by written response to the Grievance Committee.

E. Step 5. (a) If the grievance is not resolved at Step 4 it shall be so noted on the grievance form and delivered to the Superintendent, within thirty (30) calendar days following answer at Step 4, with a written request that the grievance be submitted to arbitration. If the parties cannot agree on the selection of an arbitrator within five (5) school days after such request, the Association shall, within the following five (5) school days, file a request for arbitration in accordance with the American Arbitration Association rules and procedures.

(b) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations. The arbitrator shall have authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the merits of such grievance, but shall not have jurisdiction or authority to add to, detract from or alter in any way the provisions of this Agreement. The arbitrator shall have no authority to consider or adjust any grievance not presented within the time limits above provided. Arbitrators shall have no authority to substitute their judgment for that of the Board as to the reasonableness of any practice, policy, rule, or other action taken by the Board, provided such practice, policy, rule or action is not contrary to the express terms of this Agreement. The principle of progressive discipline shall be followed by the District but if it be determined by the arbitrator that the teacher has been disciplined, including suspension or discharge, for just cause, the arbitrator shall not have jurisdiction to

modify the degree of discipline imposed by the District. Appeals of any action concerning a tenured teacher, including but not limited to discharge, which may be appealed through the Teacher Tenure Act shall not be grievable or arbitrable pursuant to this Agreement. Similarly, any Board decision concerning non renewal, dismissal or other matters covered by the Teacher Tenure Act for probationary teachers shall not be grievable or arbitrable pursuant to this Agreement. Subject to the limitations herein specified, the decision of the arbitrator shall be final and binding.

(c) The expenses for the arbitrator shall be shared equally between the District and the Association.

Section 3 - Time Limits - Written Waiver/Extension

Any grievance not answered by the District within the time limits provided above may be appealed to the next step of the Grievance Procedure. Time requirements may be waived or extended by agreement of the parties, confirmed in writing.

Section 4 - Proper Writing of Grievance; Meetings

Each grievance when reduced to writing shall contain a clear and concise statement of the subject matter of the grievance, and the relief sought. Such statement may be revised not later than presentation at Step 2 to state the numbers of the articles and sections of this Agreement upon which claimants believe themselves entitled to relief. No written grievance statement may contain more than one grievance. Any grievance which does not comply with this paragraph may be returned by the District without action. Grievance meetings shall be held at mutually agreeable times and places.

Section 5 - Presentation at Other Than Step 1; Written Waiver of Steps

In any particular grievance the parties may mutually agree, in writing, to waive any steps of the grievance procedure. Any such grievance presented at a step other than Step 1 shall be presented in writing as otherwise required for presentation at Step 2, and shall comply fully with the provisions of Section 4 hereinabove. Unless otherwise agreed in writing, the initial submission of such grievance to a step other than Step 1 shall be within the time limits required for submission at Step 1, and processing of said grievance shall otherwise be in accordance with the time limits set forth in the respective steps through which the grievance is submitted.

Section 6 - Definition - School Days

School days as used herein shall be interpreted as week days, Monday through Friday, when school is not in session.

## ARTICLE XIX - TERM OF AGREEMENT

Section 1 - Term; Effective Dates

This Agreement shall become effective as of August 28, 2007 and shall remain in full force and effect through August 31, 2011. Revisions in insurance coverage pursuant to this Agreement shall become effective as soon as permitted by the respective insurance carriers.

Section 2 - Implementation of Negotiated Revisions

In operating under this Agreement, including activities, actions, and plans which may take effect or be completed following expiration of its term, the parties may proceed as if the contractual provisions of this Agreement will remain unchanged following such expiration. Notwithstanding the above, the parties will discuss and negotiate the effects of implementation of negotiated revisions during negotiations for such revisions. Except as otherwise agreed in writing, the implementation of such negotiated contract revisions shall take place effective with the effective date of such revised agreements.

| The "Association" | The "District" |
|---|---|
| By:_____ | By:_____ |
| Stuart Skauge<br>17-A Uniserv Director | Jennifer Ruusi<br>President |
| By:_____ | By:_____ |
| Robert Fox<br>President, IEA | James Smith<br>Secretary |

APPENDIX A
PART I

2007/2008 SALARY SCHEDULE

Base $29,140.25

Years of Experience as of
September 1, 2007

| | BA Degree | Permanent/ Continuing Certificate* | MA Degree or BA+30 Hrs. | MA+15 Hrs. | MA+30 Hrs. |
|---|---|---|---|---|---|
| 0 | 29,140.25 | 30,597.26 | 32,054.28 | 33,511.27 | 34,968.30 |
| 1 | 30,597.26 | 32,054.28 | 33,511.27 | 34,968.30 | 36,425.31 |
| 2 | 32,054.28 | 33,511.27 | 34,968.30 | 36,425.31 | 37,882.34 |
| 3 | 33,511.27 | 34,968.30 | 36,425.31 | 37,882.34 | 39,339.33 |
| 4 | 34,968.30 | 36,425.31 | 37,882.34 | 39,339.33 | 40,796.33 |
| 5 | 36,425.31 | 37,882.34 | 39,339.33 | 40,796.33 | 42,253.35 |
| 6 | 37,882.34 | 39,339.33 | 40,796.33 | 42,253.35 | 43,710.36 |
| 7 | 39,339.33 | 40,796.33 | 42,253.35 | 43,710.36 | 45,167.36 |
| 8 | 40,796.33 | 42,253.35 | 43,710.36 | 45,167.36 | 46,624.38 |
| 9 | 42,253.35 | 43,710.36 | 45,167.36 | 46,624.38 | 48,081.40 |
| 10 | 43,710.36 | 45,167.36 | 46,624.38 | 48,081.40 | 49,538.41 |
| 11 | 45,167.36 | 46,624.38 | 48,081.40 | 49,538.41 | 50,995.11 |
| 12 | 45,167.36 | 48,081.40 | 49,538.41 | 50,995.43 | 52,452.44 |
| 13 | 45,167.36 | 48,081.40 | 50,995.43 | 52,452.44 | 53,909.46 |
| 14 | 45,167.36 | 48,081.40 | 50,995.43 | 53,909.46 | 55,366.46 |
| 15 | 45,167.36 | 48,081.40 | 50,995.43 | 53,909.46 | 56,823.47 |
| 16 | 46,624.38 | 49,538.41 | 52,452.44 | 55,366.46 | 58,280.49 |
| 17 | 46,633.91 | 49,538.41 | 52,452.44 | 55,366.46 | 58,280.49 |
| 18 | 48,081.40 | 50,995.43 | 53,909.46 | 56,823.47 | 59,737.50 |
| 19 | 48,081.40 | 50,995.43 | 53,909.46 | 56,823.47 | 59,737.50 |
| 20 | 49,728.96 | 52,452.44 | 55,366.46 | 58,280.49 | 61,194.52 |
| 21 | 49,538.41 | 52,452.44 | 55,366.46 | 58,280.49 | 61,194.52 |
| 22 | 50,995.43 | 53,909.46 | 56,823.47 | 59,737.50 | 62,651.53 |
| 23 | 50,995.43 | 53,909.46 | 56,823.47 | 59,737.50 | 62,651.53 |
| 24 | 52,452.44 | 55,366.47 | 58,280.47 | 61,194.51 | 64,108.54 |
| 25 | 53,909.45 | 56,823.48 | 59,737.48 | 62,651.52 | 65,565.55 |

Down - 5% of Base
Across- 5% of Base

*BA+15 hours for teachers having BA+15, but not permanent/continuing certificate, as of September 1, 1991

Addendum: Vocational certification endorsement will earn that teacher one (1) additional step on the salary schedule.

APPENDIX A
PART I

2008/2009 SALARY SCHEDULE

Base $29,723.05

Years of Experience as of
September 1, 2008

| | BA Degree | Permanent/ Continuing Certificate* | MA Degree or BA+30 Hrs. | MA+15 Hrs. | MA+30 Hrs. |
|---|---|---|---|---|---|
| 0 | 29,723.05 | 31,209.20 | 32,695.36 | 34,181.50 | 35,667.67 |
| 1 | 31,209.20 | 32,695.36 | 34,181.50 | 35,667.67 | 37,153.82 |
| 2 | 32,695.36 | 34,181.50 | 35,667.67 | 37,153.82 | 38,639.99 |
| 3 | 34,181.50 | 35,667.67 | 37,153.82 | 38,639.99 | 40,126.12 |
| 4 | 35,667.67 | 37,153.82 | 38,639.99 | 40,126.12 | 41,612.25 |
| 5 | 37,153.82 | 38,639.99 | 40,126.12 | 41,612.25 | 43,098.41 |
| 6 | 38,639.99 | 40,126.12 | 41,612.25 | 43,098.41 | 44,584.56 |
| 7 | 40,126.12 | 41,612.25 | 43,098.41 | 44,584.56 | 46,070.71 |
| 8 | 41,612.25 | 43,098.41 | 44,584.56 | 46,070.71 | 47,556.87 |
| 9 | 43,098.41 | 44,584.56 | 46,070.71 | 47,556.87 | 49,043.03 |
| 10 | 44,584.56 | 46,070.71 | 47,556.87 | 49,043.03 | 50,529.18 |
| 11 | 46,070.71 | 47,556.87 | 49,043.03 | 50,529.18 | 52,015.02 |
| 12 | 46,070.71 | 49,043.03 | 50,529.18 | 52,015.34 | 53,501.49 |
| 13 | 46,070.71 | 49,043.03 | 52,015.34 | 53,501.49 | 54,987.65 |
| 14 | 46,070.71 | 49,043.03 | 52,015.34 | 54,987.65 | 56,473.79 |
| 15 | 46,070.71 | 49,043.03 | 52,015.34 | 54,987.65 | 57,959.93 |
| 16 | 47,556.87 | 50,529.18 | 53,501.49 | 56,473.79 | 59,446.10 |
| 17 | 47,566.59 | 50,529.18 | 53,501.49 | 56,473.79 | 59,446.10 |
| 18 | 49,043.03 | 52,015.34 | 54,987.65 | 57,959.93 | 60,932.25 |
| 19 | 49,043.03 | 52,015.34 | 54,987.65 | 57,959.93 | 60,932.25 |
| 20 | 50,723.54 | 53,501.49 | 56,473.79 | 59,446.10 | 62,418.41 |
| 21 | 50,529.18 | 53,501.49 | 56,473.79 | 59,446.10 | 62,418.41 |
| 22 | 52,015.34 | 54,987.65 | 57,959.93 | 60,932.25 | 63,904.56 |
| 23 | 52,015.34 | 54,987.65 | 57,959.93 | 60,932.25 | 63,904.56 |
| 24 | 53,501.49 | 56,473.80 | 59,446.08 | 62,418.40 | 65,390.71 |
| 25 | 54,987.64 | 57,959.95 | 60,932.23 | 63,904.55 | 66,876.86 |

Down - 5% of Base
Across- 5% of Base

*BA+15 hours for teachers having BA+15, but not permanent/continuing certificate, as of September 1, 1991

Addendum: Vocational certification endorsement will earn that teacher one (1) additional step on the salary schedule.

APPENDIX A
PART I

2009/2010 SALARY SCHEDULE

Base $30,466.13

Years of Experience as of
September 1, 2009

| | BA Degree | Permanent/ Continuing Certificate* | MA Degree or BA+30 Hrs. | MA+15 Hrs. | MA+30 Hrs. |
|---|---|---|---|---|---|
| 0 | 30,466.13 | 31,989.43 | 33,512.74 | 35,036.04 | 36,559.36 |
| 1 | 31,989.43 | 33,512.74 | 35,036.04 | 36,559.36 | 38,082.66 |
| 2 | 33,512.74 | 35,036.04 | 36,559.36 | 38,082.66 | 39,605.99 |
| 3 | 35,036.04 | 36,559.36 | 38,082.66 | 39,605.99 | 41,129.27 |
| 4 | 36,559.36 | 38,082.66 | 39,605.99 | 41,129.27 | 42,652.56 |
| 5 | 38,082.66 | 39,605.99 | 41,129.27 | 42,652.56 | 44,175.87 |
| 6 | 39,605.99 | 41,129.27 | 42,652.56 | 44,175.87 | 45,699.18 |
| 7 | 41,129.27 | 42,652.56 | 44,175.87 | 45,699.18 | 47,222.48 |
| 8 | 42,652.56 | 44,175.87 | 45,699.18 | 47,222.48 | 48,745.79 |
| 9 | 44,175.87 | 45,699.18 | 47,222.48 | 48,745.79 | 50,269.11 |
| 10 | 45,699.18 | 47,222.48 | 48,745.79 | 50,269.11 | 51,792.41 |
| 11 | 47,222.48 | 48,745.79 | 50,269.11 | 51,792.41 | 53,315.39 |
| 12 | 47,222.48 | 50,269.11 | 51,792.41 | 53,315.72 | 54,839.03 |
| 13 | 47,222.48 | 50,269.11 | 53,315.72 | 54,839.03 | 56,362.34 |
| 14 | 47,222.48 | 50,269.11 | 53,315.72 | 56,362.34 | 57,885.63 |
| 15 | 47,222.48 | 50,269.11 | 53,315.72 | 56,362.34 | 59,408.93 |
| 16 | 48,745.79 | 51,792.41 | 54,839.03 | 57,885.63 | 60,932.26 |
| 17 | 48,755.75 | 51,792.41 | 54,839.03 | 57,885.63 | 60,932.26 |
| 18 | 50,269.11 | 53,315.72 | 56,362.34 | 59,408.93 | 62,455.56 |
| 19 | 50,269.11 | 53,315.72 | 56,362.34 | 59,408.93 | 62,455.56 |
| 20 | 51,991.63 | 54,839.03 | 57,885.63 | 60,932.26 | 63,978.87 |
| 21 | 51,792.41 | 54,839.03 | 57,885.63 | 60,932.26 | 63,978.87 |
| 22 | 53,315.72 | 56,362.34 | 59,408.93 | 62,455.56 | 65,502.18 |
| 23 | 53,315.72 | 56,362.34 | 59,408.93 | 62,455.56 | 65,502.18 |
| 24 | 54,839.03 | 57,885.64 | 60,932.24 | 63,978.86 | 67,025.48 |
| 25 | 56,362.33 | 59,408.94 | 62,455.54 | 65,502.17 | 68,548.78 |

Down - 5% of Base
Across- 5% of Base

*BA+15 hours for teachers having BA+15, but not permanent/continuing certificate, as of September 1, 1991

Addendum: Vocational certification endorsement will earn that teacher one (1) additional step on the salary schedule.

APPENDIX A
PART I

2010/2011 SALARY SCHEDULE

Base $31,227.78

Years of Experience as of
September 1, 2010

| | BA Degree | Permanent/ Continuing Certificate* | MA Degree or BA+30 Hrs. | MA+15 Hrs. | MA+30 Hrs. |
|---|---|---|---|---|---|
| 0 | 31,227.78 | 32,789.17 | 34,350.56 | 35,911.94 | 37,473.34 |
| 1 | 32,789.17 | 34,350.56 | 35,911.94 | 37,473.34 | 39,034.73 |
| 2 | 34,350.56 | 35,911.94 | 37,473.34 | 39,034.73 | 40,596.14 |
| 3 | 35,911.94 | 37,473.34 | 39,034.73 | 40,596.14 | 42,157.50 |
| 4 | 37,473.34 | 39,034.73 | 40,596.14 | 42,157.50 | 43,718.87 |
| 5 | 39,034.73 | 40,596.14 | 42,157.50 | 43,718.87 | 45,280.27 |
| 6 | 40,596.14 | 42,157.50 | 43,718.87 | 45,280.27 | 46,841.66 |
| 7 | 42,157.50 | 43,718.87 | 45,280.27 | 46,841.66 | 48,403.04 |
| 8 | 43,718.87 | 45,280.27 | 46,841.66 | 48,403.04 | 49,964.44 |
| 9 | 45,280.27 | 46,841.66 | 48,403.04 | 49,964.44 | 51,525.83 |
| 10 | 46,841.66 | 48,403.04 | 49,964.44 | 51,525.83 | 53,087.22 |
| 11 | 48,403.04 | 49,964.44 | 51,525.83 | 53,087.22 | 54,648.28 |
| 12 | 48,403.04 | 51,525.83 | 53,087.22 | 54,648.62 | 56,210.00 |
| 13 | 48,403.04 | 51,525.83 | 54,648.62 | 56,210.00 | 57,771.40 |
| 14 | 48,403.04 | 51,525.83 | 54,648.62 | 57,771.40 | 59,332.77 |
| 15 | 48,403.04 | 51,525.83 | 54,648.62 | 57,771.40 | 60,894.16 |
| 16 | 49,964.44 | 53,087.22 | 56,210.00 | 59,332.77 | 62,455.56 |
| 17 | 49,974.65 | 53,087.22 | 56,210.00 | 59,332.77 | 62,455.56 |
| 18 | 51,525.83 | 54,648.62 | 57,771.40 | 60,894.16 | 64,016.95 |
| 19 | 51,525.83 | 54,648.62 | 57,771.40 | 60,894.16 | 64,016.95 |
| 20 | 53,291.42 | 56,210.00 | 59,332.77 | 62,455.56 | 65,578.35 |
| 21 | 53,087.22 | 56,210.00 | 59,332.77 | 62,455.56 | 65,578.35 |
| 22 | 54,648.62 | 57,771.40 | 60,894.16 | 64,016.95 | 67,139.73 |
| 23 | 54,648.62 | 57,771.40 | 60,894.16 | 64,016.95 | 67,139.73 |
| 24 | 56,210.00 | 59,332.78 | 62,455.54 | 65,578.33 | 68,701.12 |
| 25 | 57,771.39 | 60,894.17 | 64,016.93 | 67,139.72 | 70,262.50 |

Down - 5% of Base
Across- 5% of Base

*BA+15 hours for teachers having BA+15, but not permanent/continuing certificate, as of September 1, 1991

Addendum: Vocational certification endorsement will earn that teacher one (1) additional step on the salary schedule.

Appendix A

Part 2

INSURANCE

Section 1 - Health Insurance; Dental Insurance; Vision Insurance; Life Insurance

A. For each teacher making proper application the Employer agrees to pay the full normal premium to continue the current MESSA - PAK insurance coverage (including Plan A: Choices II (Employee paid deductible), Delta Dental 100:80/80/80: $1,300, vision VSP-3, Negotiated Life $20,000 AD&D; $10.00/$20.00 prescription card Plan B: Delta Dental 100:80/80/80: $1,300, vision VSP-3, $1250 cash (or annuity), Negotiated Life $40,000 AD&D and Dependent Life $2,000 spouse/$2,000 child), the carrier to be the current carrier unless otherwise mutually agreed.

B. A teacher who wants to maintain the MESSA Super Care I insurance (employee paid deductible) with the $10.00/$20.00 prescription card may do so, so long as such is permitted by MESSA, with the difference in the premium between the Super Care I insurance with the $10.00/$20.00 prescription card and the Choices II insurance with the $10.00/$20.00 prescription card being paid by the teacher via payroll deduction.

C. Contributions for eligible employees shall begin at the beginning of the insurance month immediately following submittal by the employee of the necessary application documents or at such time thereafter as permitted by the insurance carrier.

D. All part-time members of the bargaining unit will receive the above benefits on a pro rata basis. For example, a teacher teaching three (3) classes would receive credit for three-fifths (3/5) of the applicable premium and be required to pay the remaining two-fifths (2/5) of the premium. The teacher's share of the premium will be collected through payroll deduction.

Section 2 - Premium Payments

A. The District will provide the above health insurance benefits up to a maximum monthly per teacher premium payment equal to: Plan A - $1,316.33; Plan B - $107.36.

B. Effective July 1, 2008 such rates will be increased to reflect any increased premium for such MESSA - PAK insurance coverage commencing July 1, 2008.

C. The District shall have no obligation to make premium payments on behalf of any teacher who has not prepaid their portion of the cost of such coverage.

Section 3 - New Employees' Coverage

New employees acceptable as members of the bargaining unit will receive insurance coverage effective when school commences in the fall or immediately if their employment begins during the regular school year provided they have made proper application and so long as permitted by the insurance company.

Section 4 - District's Obligation; Teacher's Responsibility

A. The District's obligation hereunder shall exist with respect to any teacher only while they are in the active service of the District, only while they continue as an active teacher, and except as otherwise herein provided, only with respect to a month in which the teacher has earnings from the District for work actually performed during the month; provided employees continuing in the employment of the District will continue to receive coverage during paid vacations and paid holidays including during paid summer vacation for employees who have completed their full school year contractual obligation. Employees who have not completed their full school year contractual obligation shall receive such benefits on a pro rata basis, such proration determined by dividing the number of student days actually worked by the teacher by the total number of Student Days that school year as provided in the applicable Calendar Appendix. If the teacher wishes to continue coverage during any period with respect to which the District's obligation does not exist or apply, the teacher shall have sole responsibility for making all arrangements necessary for the continuance of such coverage at the teacher's own expense. No coverage is provided under this Appendix A, Part 2, for any employee beyond the end of the month of their termination of employment with the District. The District by payment of the cost of such coverage as herein specified shall be relieved of any further obligation or liability with respect to the benefits of such coverage.

B. All eligible employees must make proper application for insurance coverage in advance. The effective date for coverage or for changes in coverage is the later of the teacher's eligibility or the earliest date permitted by the insurance company following notification of such change by the District. The District will notify the insurance company of any changes requested by the teacher within a reasonable period following notification of the District by the teacher. Any eligible teacher desiring to continue coverage at their own expense shall make proper application with the District. The responsibility for making any such payments shall be the sole responsibility of the teacher provided they may make proper arrangements for such payments through the District. It is the teacher's sole responsibility to assure that they have their desired insurance coverage.

Section 5 - Cafeteria Plan

The District has adopted a qualified Cafeteria Plan, in compliance with Section 125 of the Internal Revenue Code, permitting an employee the option to waive health insurance benefits and receive a cash benefit in lieu of such insurance in the amount provided above. The employee may elect to have such cash benefit paid to any Tax Sheltered Annuity currently acceptable to the District, or to such other Tax Sheltered Annuity as may be mutually acceptable to the District and the Association, to the extent permitted by law.

APPENDIX A

Part 3

**SUPPLEMENTAL PAY SCHEDULE**

Section 1 (a) The 2007-2008 basic fixed fee and hourly rate schedules for employees required to perform the designated assignments shall be as follows:

**(1) BASIC FIXED FEE SCHEDULE 2007/2008:**

| | MINIMUM STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|---|---|---|---|---|---|
| FOOTBALL | | | | | |
| Varsity: | | | | | |
| Head Coach | $3428 | $3873 | $4317 | $4763 | $5194 |
| Assistant Coach | 3048 | 3398 | 3747 | 4097 | 4447 |
| Junior Varsity: | | | | | |
| Head Coach | 2604 | 2922 | 3238 | 3555 | 3873 |
| Assistant Coach | 2162 | 2414 | 2667 | 2920 | 3175 |
| Freshman Coach | 2162 | 2414 | 2667 | 2920 | 3175 |
| BASKETBALL - BOYS | | | | | |
| Varsity: | | | | | |
| Head Coach | 3428 | 3873 | 4317 | 4763 | 5194 |
| Junior Varsity: | | | | | |
| Head Coach | 2604 | 2922 | 3238 | 3555 | 3873 |
| Freshman: | | | | | |
| Head Coach | 2162 | 2414 | 2667 | 2920 | 3175 |
| 7th Grade: | | | | | |
| Head Coach | 1207 | 1365 | 1525 | 1683 | 1840 |
| 8th Grade: | | | | | |
| Head Coach | 1207 | 1365 | 1525 | 1683 | 1840 |
| BASKETBALL - GIRLS | | | | | |
| Varsity: | | | | | |
| Head Coach | 3428 | 3873 | 4317 | 4763 | 5194 |
| Junior Varsity: | | | | | |
| Head Coach | 2604 | 2922 | 3238 | 3555 | 3873 |
| Freshman: | | | | | |
| Head Coach | 2162 | 2414 | 2667 | 2920 | 3175 |
| 7th Grade: | | | | | |
| Head Coach | 1207 | 1365 | 1525 | 1683 | 1840 |
| 8th Grade: | | | | | |
| Head Coach | 1207 | 1365 | 1525 | 1683 | 1840 |
| MIDDLE SCHOOL INTRAMURALS | | | | | |
| Boys | 598 | 695 | 790 | 884 | 981 |
| Girls | 598 | 695 | 790 | 884 | 981 |
| CROSS COUNTRY | | | | | |
| Varsity Coach | 1524 | 1713 | 1906 | 2093 | 2284 |

| | | | | | |
|---|---|---|---|---|---|
| WRESTLING | | | | | |
| Varsity Coach | 1676 | 1914 | 2155 | 2394 | 2633 |
| TRACK | | | | | |
| Boys Head Coach | 1652 | 1875 | 2096 | 2318 | 2539 |
| Girls Head Coach | 1652 | 1875 | 2096 | 2318 | 2539 |
| Asst. Boys Coach | 884 | 1010 | 1143 | 1269 | 1395 |
| Asst. Girls Coach | 884 | 1010 | 1143 | 1269 | 1395 |
| Middle School Coach | 758 | 856 | 951 | 1047 | 1143 |
| CHEERLEADING | | | | | |
| Senior High - Fall | 598 | 660 | 719 | 838 | 897 |
| Senior High - Winter | 598 | 660 | 719 | 838 | 897 |
| Middle School - Fall | 376 | 420 | 461 | 503 | 546 |
| Middle School - Winter | 376 | 420 | 461 | 503 | 546 |
| SWIMMING | | | | | |
| Varsity Boys & Girls Combined | 952 | 1080 | 1207 | 1333 | 1460 |
| Assistant | 573 | 667 | 759 | 857 | 952 |
| GOLF | | | | | |
| Varsity Coach | 1417 | 1504 | 1602 | 1689 | 1782 |
| TENNIS | | | | | |
| Varsity Boys | 1652 | 1875 | 2096 | 2318 | 2539 |
| Varsity Girls | 1652 | 1875 | 2096 | 2318 | 2539 |
| VOLLEYBALL | | | | | |
| Varsity | 3080 | 3484 | 3884 | 4286 | 4688 |
| Junior Varsity | 2334 | 2627 | 2914 | 3202 | 3476 |
| YEARBOOK | | | | | |
| Senior High Advisor | 1777 | 1999 | 2223 | 2443 | 2662 |
| Middle School Advisor | 445 | 489 | 533 | 565 | 621 |
| DEBATE | | | | | |
| Varsity Coach | 889 | 983 | 1077 | 1175 | 1269 |

PLAYS

Drama Club

1. $1298 for a major production which requires a minimum of eight (8) full weeks of preparation time.

2. $664 for a minor production which requires a minimum of four (4) but not to exceed seven (7) full weeks of preparation time.

3. The designation of a major or minor production will be determined by agreement between the Administrator and the Drama Coach.

4. The maximum Drama Coach pay shall not exceed $2596 or two major productions per year.

| | | | | | |
|---|---|---|---|---|---|
| Middle School Play Direct. | 285 | 317 | 350 | 382 | 410 |

| | | | | | |
|---|---|---|---|---|---|
| NEWSPAPER ADVISOR | 350 | 382 | 410 | 445 | 507 |
| ODYSSEY OF THE MIND (Per designated coach at each school) | 350 | 382 | 410 | 445 | 507 |
| SADD | 350 | 382 | 410 | 445 | 507 |
| GREAT BOOKS | 350 | 382 | 410 | 445 | 507 |
| BUILDERS CLUB | 350 | 382 | 410 | 445 | 507 |
| KEY CLUB | 541 | 603 | 667 | 730 | 794 |
| STUDENT COUNCIL | | | | | |
| Middle School Advisor | 723 | 819 | 917 | 1004 | 1100 |
| Senior High Finance Advisor | 541 | 603 | 667 | 730 | 794 |
| NATIONAL HONOR SOCIETY | | | | | |
| Advisor | 541 | 603 | 667 | 730 | 794 |
| CLASS ADVISOR | | | | | |
| Freshman | 410 | 463 | 513 | 565 | 615 |
| Sophomore | 410 | 463 | 513 | 565 | 615 |
| Junior | 857 | 952 | 1049 | 1175 | 1302 |
| Senior | 635 | 730 | 826 | 922 | 1016 |
| QUIZ BOWL | | | | | |
| Senior High Coach | 635 | 699 | 759 | 826 | 922 |
| (Steps based on number of rounds, i.e. two rounds - Step 2, etc., five or more rounds - Step 5) | | | | | |
| Middle School Coach (Intramural) | 350 | 393 | 440 | 484 | 526 |
| JUNIOR HIGH Q | 350 | 393 | 440 | 484 | 526 |
| FORENSICS | | | | | |
| Senior High Coach | 573 | 635 | 699 | 759 | 826 |
| Middle School Coach | 573 | 635 | 699 | 759 | 826 |
| BUSINESS PROFESSIONALS OF AMERICA | 635 | 730 | 826 | 922 | 1016 |

GAMEWORKERS

| | |
|---|---|
| All sports, tickets | $ 17.41/game or meet |
| All sports, event timers and workers | $ 20.95/game or meet |
| All sports, official timers and scorers | $ 28.56/game or meet |

## (2) BASIC HOURLY RATE SCHEDULE FOR THE 2007-2008 SCHOOL YEAR:

| | |
|---|---|
| DRIVER EDUCATION | |
| Instructor | $ 21.74/hour |
| VOCAL MUSIC | |
| Elementary & Secondary | $ 20.06/hour |
| VOCAL ADULT ACCOMPIANIST | |
| | $234.65/year |
| BAND | |
| Elementary & Secondary | $ 20.06/hour |
| GUIDANCE | |
| High School Counselors | $ 20.06/hour |
| ART | |
| Elementary & Secondary | $ 20.06/hour |
| GENERAL RATE | $ 20.06/hour |

GUIDANCE

5 work days immediately prior to the beginning of the school year, 1 day to be paid at per diem and 4 days as comp time to be utilized within the current school year.

2 days following the conclusion of the school year to be paid at per diem.

Any additional days beyond the 7 days to be paid at the contract General Rate.

Section 1 (b) The 2008-2009 basic fixed fee and hourly rate schedules for employees required to perform the designated assignments shall be as follows:

**(1) BASIC FIXED FEE SCHEDULE 2008/2009:**

| | MINIMUM STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|---|---|---|---|---|---|
| FOOTBALL | | | | | |
| Varsity: | | | | | |
| Head Coach | $3496 | $3951 | $4404 | $4858 | $5298 |
| Assistant Coach | 3109 | 3466 | 3822 | 4179 | 4536 |
| Junior Varsity: | | | | | |
| Head Coach | 2656 | 2980 | 3303 | 3626 | 3951 |
| Assistant Coach | 2206 | 2462 | 2721 | 2978 | 3239 |
| Freshman Coach | 2206 | 2462 | 2721 | 2978 | 3239 |
| BASKETBALL - BOYS | | | | | |
| Varsity: | | | | | |
| Head Coach | 3496 | 3951 | 4404 | 4858 | 5298 |
| Junior Varsity: | | | | | |
| Head Coach | 2656 | 2980 | 3303 | 3626 | 3951 |
| Freshman: | | | | | |
| Head Coach | 2206 | 2462 | 2721 | 2978 | 3239 |
| 7th Grade: | | | | | |
| Head Coach | 1231 | 1392 | 1556 | 1717 | 1877 |
| 8th Grade: | | | | | |
| Head Coach | 1231 | 1392 | 1556 | 1717 | 1877 |
| BASKETBALL - GIRLS | | | | | |
| Varsity: | | | | | |
| Head Coach | 3496 | 3951 | 4404 | 4858 | 5298 |
| Junior Varsity: | | | | | |
| Head Coach | 2656 | 2980 | 3303 | 3626 | 3951 |
| Freshman: | | | | | |
| Head Coach | 2206 | 2462 | 2721 | 2978 | 3239 |
| 7th Grade: | | | | | |
| Head Coach | 1231 | 1392 | 1556 | 1717 | 1877 |
| 8th Grade: | | | | | |
| Head Coach | 1231 | 1392 | 1556 | 1717 | 1877 |
| MIDDLE SCHOOL INTRAMURALS | | | | | |
| Boys | 610 | 709 | 806 | 902 | 1001 |
| Girls | 610 | 709 | 806 | 902 | 1001 |
| CROSS COUNTRY | | | | | |
| Varsity Coach | 1554 | 1747 | 1944 | 2135 | 2330 |

| | | | | | |
|---|---|---|---|---|---|
| WRESTLING | | | | | |
| Varsity Coach | 1709 | 1953 | 2198 | 2441 | 2686 |
| TRACK | | | | | |
| Boys Head Coach | 1685 | 1913 | 2138 | 2365 | 2590 |
| Girls Head Coach | 1685 | 1913 | 2138 | 2365 | 2590 |
| Asst. Boys Coach | 902 | 1030 | 1166 | 1295 | 1422 |
| Asst. Girls Coach | 902 | 1030 | 1166 | 1295 | 1422 |
| Middle School Coach | 733 | 873 | 970 | 1068 | 1166 |
| CHEERLEADING | | | | | |
| Senior High - Fall | 610 | 673 | 733 | 855 | 915 |
| Senior High - Winter | 610 | 673 | 733 | 855 | 915 |
| Middle School - Fall | 384 | 428 | 471 | 513 | 557 |
| Middle School - Winter | 384 | 428 | 471 | 513 | 557 |
| SWIMMING | | | | | |
| Varsity Boys & Girls Combined | 917 | 1101 | 1231 | 1360 | 1490 |
| Assistant | 584 | 680 | 775 | 874 | 971 |
| GOLF | | | | | |
| Varsity Coach | 1445 | 1534 | 1635 | 1723 | 1817 |
| TENNIS | | | | | |
| Varsity Boys | 1685 | 1913 | 2138 | 2365 | 2590 |
| Varsity Girls | 1685 | 1913 | 2138 | 2365 | 2590 |
| VOLLEYBALL | | | | | |
| Varsity | 3141 | 3554 | 3961 | 4371 | 4781 |
| Junior Varsity | 2381 | 2679 | 2973 | 3266 | 3546 |
| YEARBOOK | | | | | |
| Senior High Advisor | 1813 | 2039 | 2267 | 2492 | 2715 |
| Middle School Advisor | 454 | 499 | 544 | 577 | 634 |
| DEBATE | | | | | |
| Varsity Coach | 906 | 1003 | 1099 | 1199 | 1295 |

PLAYS

Drama Club

1. $1324 for a major production which requires a minimum of eight (8) full weeks of preparation time.

2. $677 for a minor production which requires a minimum of four (4) but not to exceed seven (7) full weeks of preparation time.

3. The designation of a major or minor production will be determined by agreement between the Administrator and the Drama Coach.

4. The maximum Drama Coach pay shall not exceed $2648 or two major productions per year.

| | | | | | |
|---|---|---|---|---|---|
| Middle School Play Direct. | 291 | 323 | 357 | 389 | 419 |

| | | | | | |
|---|---|---|---|---|---|
| NEWSPAPER ADVISOR | 357 | 389 | 419 | 454 | 517 |
| ODYSSEY OF THE MIND (Per designated coach at each school) | 357 | 389 | 419 | 454 | 517 |
| SADD | 357 | 389 | 419 | 454 | 517 |
| GREAT BOOKS | 357 | 389 | 419 | 454 | 517 |
| BUILDERS CLUB | 357 | 389 | 419 | 454 | 517 |
| KEY CLUB | 552 | 616 | 680 | 744 | 810 |
| STUDENT COUNCIL | | | | | |
| Middle School Advisor | 738 | 835 | 936 | 1024 | 1122 |
| Senior High Finance Advisor | 552 | 616 | 680 | 744 | 810 |
| NATIONAL HONOR SOCIETY | | | | | |
| Advisor | 552 | 616 | 680 | 744 | 810 |
| CLASS ADVISOR | | | | | |
| Freshman | 419 | 473 | 524 | 577 | 627 |
| Sophomore | 419 | 473 | 524 | 577 | 627 |
| Junior | 874 | 971 | 1070 | 1199 | 1328 |
| Senior | 648 | 744 | 843 | 940 | 1036 |
| QUIZ BOWL | | | | | |
| Senior High Coach | 648 | 713 | 775 | 843 | 940 |
| (Steps based on number of rounds, i.e. two rounds - Step 2, etc., five or more rounds - Step 5) | | | | | |
| Middle School Coach (Intramural) | 357 | 401 | 449 | 493 | 537 |
| JUNIOR HIGH Q | 357 | 401 | 449 | 493 | 537 |
| FORENSICS | | | | | |
| Senior High Coach | 584 | 648 | 713 | 775 | 843 |
| Middle School Coach | 584 | 648 | 713 | 775 | 843 |
| BUSINESS PROFESSIONALS OF AMERICA | 648 | 744 | 843 | 940 | 1036 |

GAMEWORKERS

| | |
|---|---|
| All sports, tickets | $ 17.76/game or meet |
| All sports, event timers and workers | $ 20.37/game or meet |
| All sports, official timers and scorers | $ 29.13/game or meet |

## (2) BASIC HOURLY RATE SCHEDULE FOR THE 2008-2009 SCHOOL YEAR:

| | |
|---|---|
| DRIVER EDUCATION | |
| Instructor | $ 22.17/hour |
| VOCAL MUSIC | |
| Elementary & Secondary | $ 20.46/hour |
| VOCAL ADULT ACCOMPIANIST | |
| | $239.34/year |
| BAND | |
| Elementary & Secondary | $ 20.46/hour |
| GUIDANCE | |
| High School Counselors | $ 20.46/hour |
| ART | |
| Elementary & Secondary | $ 20.46/hour |
| GENERAL RATE | $ 20.46/hour |

GUIDANCE

5 work days immediately prior to the beginning of the school year, 1 day to be paid at per diem and 4 days as comp time to be utilized within the current school year.

2 days following the conclusion of the school year to be paid at per diem.

Any additional days beyond the 7 days to be paid at the contract General Rate.

Section 1 (b) The 2009-2010 basic fixed fee and hourly rate schedules for employees required to perform the designated assignments shall be as follows:

**(1) BASIC FIXED FEE SCHEDULE 2009/2010:**

| | MINIMUM STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|---|---|---|---|---|---|
| FOOTBALL | | | | | |
| Varsity: | | | | | |
| Head Coach | $3584 | $4049 | $4514 | $4980 | $5431 |
| Assistant Coach | 3187 | 3553 | 3917 | 4283 | 4649 |
| Junior Varsity: | | | | | |
| Head Coach | 2722 | 3055 | 3385 | 3717 | 4049 |
| Assistant Coach | 2261 | 2524 | 2789 | 3052 | 3320 |
| Freshman Coach | 2261 | 2524 | 2789 | 3052 | 3320 |
| BASKETBALL - BOYS | | | | | |
| Varsity: | | | | | |
| Head Coach | 3584 | 4049 | 4514 | 4980 | 5431 |
| Junior Varsity: | | | | | |
| Head Coach | 2722 | 3055 | 3385 | 3717 | 4049 |
| Freshman: | | | | | |
| Head Coach | 2261 | 2524 | 2789 | 3052 | 3320 |
| 7th Grade: | | | | | |
| Head Coach | 1262 | 1427 | 1594 | 1760 | 1924 |
| 8th Grade: | | | | | |
| Head Coach | 1262 | 1427 | 1594 | 1760 | 1924 |
| BASKETBALL - GIRLS | | | | | |
| Varsity: | | | | | |
| Head Coach | 3584 | 4049 | 4514 | 4980 | 5431 |
| Junior Varsity: | | | | | |
| Head Coach | 2722 | 3055 | 3385 | 3717 | 4049 |
| Freshman: | | | | | |
| Head Coach | 2261 | 2524 | 2789 | 3052 | 3320 |
| 7th Grade: | | | | | |
| Head Coach | 1262 | 1427 | 1594 | 1760 | 1924 |
| 8th Grade: | | | | | |
| Head Coach | 1262 | 1427 | 1594 | 1760 | 1924 |
| MIDDLE SCHOOL INTRAMURALS | | | | | |
| Boys | 625 | 726 | 826 | 925 | 1026 |
| Girls | 625 | 726 | 826 | 925 | 1026 |
| CROSS COUNTRY | | | | | |
| Varsity Coach | 1593 | 1791 | 1992 | 2189 | 2388 |

| | | | | | |
|---|---|---|---|---|---|
| WRESTLING | | | | | |
| Varsity Coach | 1752 | 2001 | 2253 | 2503 | 2753 |
| TRACK | | | | | |
| Boys Head Coach | 1727 | 1960 | 2191 | 2424 | 2654 |
| Girls Head Coach | 1727 | 1960 | 2191 | 2424 | 2654 |
| Asst. Boys Coach | 925 | 1056 | 1195 | 1327 | 1458 |
| Asst. Girls Coach | 925 | 1056 | 1195 | 1327 | 1458 |
| Middle School Coach | 793 | 895 | 995 | 1094 | 1195 |
| CHEERLEADING | | | | | |
| Senior High - Fall | 625 | 690 | 752 | 876 | 938 |
| Senior High - Winter | 625 | 690 | 752 | 876 | 938 |
| Middle School - Fall | 394 | 439 | 482 | 526 | 571 |
| Middle School - Winter | 394 | 439 | 482 | 526 | 571 |
| SWIMMING | | | | | |
| Varsity Boys & Girls Combined | 996 | 1129 | 1262 | 1394 | 1527 |
| Assistant | 599 | 697 | 794 | 896 | 996 |
| GOLF | | | | | |
| Varsity Coach | 1481 | 1572 | 1675 | 1766 | 1863 |
| TENNIS | | | | | |
| Varsity Boys | 1727 | 1960 | 2191 | 2424 | 2654 |
| Varsity Girls | 1727 | 1960 | 2191 | 2424 | 2654 |
| VOLLEYBALL | | | | | |
| Varsity | 3220 | 3642 | 4060 | 4481 | 4901 |
| Junior Varsity | 2440 | 2746 | 3047 | 3347 | 3635 |
| YEARBOOK | | | | | |
| Senior High Advisor | 1858 | 2090 | 2324 | 2555 | 2783 |
| Middle School Advisor | 466 | 511 | 558 | 591 | 650 |
| DEBATE | | | | | |
| Varsity Coach | 929 | 1028 | 1127 | 1229 | 1327 |

PLAYS

Drama Club

1. $1357 for a major production which requires a minimum of eight (8) full weeks of preparation time.

2. $694 for a minor production which requires a minimum of four (4) but not to exceed seven (7) full weeks of preparation time.

3. The designation of a major or minor production will be determined by agreement between the Administrator and the Drama Coach.

4. The maximum Drama Coach pay shall not exceed $2714 or two major productions per year.

| | | | | | |
|---|---|---|---|---|---|
| Middle School Play Direct. | 298 | 332 | 366 | 399 | 429 |

| | | | | | |
|---|---|---|---|---|---|
| NEWSPAPER ADVISOR | 366 | 399 | 429 | 466 | 530 |
| ODYSSEY OF THE MIND (Per designated coach at each school) | 366 | 399 | 429 | 466 | 530 |
| SADD | 366 | 399 | 429 | 466 | 530 |
| GREAT BOOKS | 366 | 399 | 429 | 466 | 530 |
| BUILDERS CLUB | 366 | 399 | 429 | 466 | 530 |
| KEY CLUB | 565 | 631 | 697 | 763 | 830 |
| STUDENT COUNCIL | | | | | |
| Middle School Advisor | 756 | 856 | 959 | 1050 | 1150 |
| Senior High Finance Advisor | 565 | 631 | 697 | 763 | 830 |
| NATIONAL HONOR SOCIETY | | | | | |
| Advisor | 565 | 631 | 697 | 763 | 830 |
| CLASS ADVISOR | | | | | |
| Freshman | 429 | 485 | 537 | 591 | 643 |
| Sophomore | 429 | 485 | 537 | 591 | 643 |
| Junior | 896 | 996 | 1097 | 1229 | 1362 |
| Senior | 664 | 763 | 864 | 964 | 1062 |
| QUIZ BOWL | | | | | |
| Senior High Coach | 664 | 731 | 794 | 864 | 964 |
| (Steps based on number of rounds, i.e. two rounds - Step 2, etc., five or more rounds - Step 5) | | | | | |
| Middle School Coach (Intramural) | 366 | 411 | 460 | 506 | 550 |
| JUNIOR HIGH Q | 366 | 411 | 460 | 506 | 550 |
| FORENSICS | | | | | |
| Senior High Coach | 599 | 664 | 731 | 794 | 864 |
| Middle School Coach | 599 | 664 | 731 | 794 | 864 |
| BUSINESS PROFESSIONALS OF AMERICA | 664 | 763 | 864 | 964 | 1062 |

GAMEWORKERS

| | |
|---|---|
| All sports, tickets | $ 18.20/game or meet |
| All sports, event timers and workers | $ 20.88/game or meet |
| All sports, official timers and scorers | $ 29.86/game or meet |

## (2) BASIC HOURLY RATE SCHEDULE FOR THE 2009-2010 SCHOOL YEAR:

| | |
|---|---|
| DRIVER EDUCATION | |
| Instructor | $ 22.72/hour |
| VOCAL MUSIC | |
| Elementary & Secondary | $ 20.97/hour |
| VOCAL ADULT ACCOMPANIST | |
| | $245.32year |
| BAND | |
| Elementary & Secondary | $ 20.97/hour |
| GUIDANCE | |
| High School Counselors | $ 20.97/hour |
| ART | |
| Elementary & Secondary | $ 20.97/hour |
| GENERAL RATE | $ 20.97/hour |

GUIDANCE

5 work days immediately prior to the beginning of the school year, 1 day to be paid at per diem and 4 days as comp time to be utilized within the current school year.

2 days following the conclusion of the school year to be paid at per diem.

Any additional days beyond the 7 days to be paid at the contract General Rate.

Section 1 (b) The 2010-2011 basic fixed fee and hourly rate schedules for employees required to perform the designated assignments shall be as follows:

**(1) BASIC FIXED FEE SCHEDULE 2010/2011:**

| | MINIMUM STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|---|---|---|---|---|---|
| FOOTBALL | | | | | |
| Varsity: | | | | | |
| Head Coach | $3673 | $4150 | $4627 | $5104 | $5567 |
| Assistant Coach | 3266 | 3641 | 4015 | 4390 | 4765 |
| Junior Varsity: | | | | | |
| Head Coach | 2790 | 3131 | 3470 | 3810 | 4150 |
| Assistant Coach | 2317 | 2587 | 2858 | 3129 | 3403 |
| Freshman Coach | 2317 | 2587 | 2858 | 3129 | 3403 |
| BASKETBALL - BOYS | | | | | |
| Varsity: | | | | | |
| Head Coach | 3673 | 4150 | 4627 | 5104 | 5567 |
| Junior Varsity: | | | | | |
| Head Coach | 2790 | 3131 | 3470 | 3810 | 4150 |
| Freshman: | | | | | |
| Head Coach | 2317 | 2587 | 2858 | 3129 | 3403 |
| 7th Grade: | | | | | |
| Head Coach | 1293 | 1463 | 1634 | 1804 | 1972 |
| 8th Grade: | | | | | |
| Head Coach | 1293 | 1463 | 1634 | 1804 | 1972 |
| BASKETBALL - GIRLS | | | | | |
| Varsity: | | | | | |
| Head Coach | 3673 | 4150 | 4627 | 5104 | 5567 |
| Junior Varsity: | | | | | |
| Head Coach | 2790 | 3131 | 3470 | 3810 | 4150 |
| Freshman: | | | | | |
| Head Coach | 2317 | 2587 | 2858 | 3129 | 3403 |
| 7th Grade: | | | | | |
| Head Coach | 1293 | 1463 | 1634 | 1804 | 1972 |
| 8th Grade: | | | | | |
| Head Coach | 1293 | 1463 | 1634 | 1804 | 1972 |
| MIDDLE SCHOOL INTRAMURALS | | | | | |
| Boys | 641 | 744 | 847 | 948 | 1051 |
| Girls | 641 | 744 | 847 | 948 | 1051 |
| CROSS COUNTRY | | | | | |
| Varsity Coach | 1633 | 1835 | 2042 | 2243 | 2448 |

| | | | | | |
|---|---|---|---|---|---|
| WRESTLING | | | | | |
| Varsity Coach | 1796 | 2051 | 2309 | 2565 | 2822 |
| TRACK | | | | | |
| Boys Head Coach | 1771 | 2009 | 2246 | 2484 | 2721 |
| Girls Head Coach | 1771 | 2009 | 2246 | 2484 | 2721 |
| Asst. Boys Coach | 948 | 1082 | 1225 | 1360 | 1494 |
| Asst. Girls Coach | 948 | 1082 | 1225 | 1360 | 1494 |
| Middle School Coach | 813 | 917 | 1019 | 1122 | 1225 |
| CHEERLEADING | | | | | |
| Senior High - Fall | 641 | 707 | 771 | 898 | 961 |
| Senior High - Winter | 641 | 707 | 771 | 898 | 961 |
| Middle School - Fall | 403 | 450 | 494 | 539 | 585 |
| Middle School - Winter | 403 | 450 | 494 | 539 | 585 |
| SWIMMING | | | | | |
| Varsity Boys & Girls Combined | 1021 | 1157 | 1293 | 1429 | 1565 |
| Assistant | 614 | 715 | 814 | 918 | 1021 |
| GOLF | | | | | |
| Varsity Coach | 1518 | 1612 | 1717 | 1810 | 1909 |
| TENNIS | | | | | |
| Varsity Boys | 1771 | 2009 | 2246 | 2484 | 2721 |
| Varsity Girls | 1771 | 2009 | 2246 | 2484 | 2721 |
| VOLLEYBALL | | | | | |
| Varsity | 3300 | 3733 | 4162 | 4593 | 5023 |
| Junior Varsity | 2501 | 2815 | 3123 | 3431 | 3725 |
| YEARBOOK | | | | | |
| Senior High Advisor | 1905 | 2142 | 2382 | 2618 | 2853 |
| Middle School Advisor | 477 | 524 | 572 | 606 | 666 |
| DEBATE | | | | | |
| Varsity Coach | 952 | 1054 | 1155 | 1259 | 1360 |

PLAYS

Drama Club

1. $1391 for a major production which requires a minimum of eight (8) full weeks of preparation time.

2. $711 for a minor production which requires a minimum of four (4) but not to exceed seven (7) full weeks of preparation time.

3. The designation of a major or minor production will be determined by agreement between the Administrator and the Drama Coach.

4. The maximum Drama Coach pay shall not exceed $2782 or two major productions per year.

| | | | | | |
|---|---|---|---|---|---|
| Middle School Play Direct. | 306 | 340 | 375 | 409 | 440 |

| | | | | | |
|---|---|---|---|---|---|
| NEWSPAPER ADVISOR | 375 | 409 | 440 | 477 | 543 |
| ODYSSEY OF THE MIND (Per designated coach at each school) | 375 | 409 | 440 | 477 | 543 |
| SADD | 375 | 409 | 440 | 477 | 543 |
| GREAT BOOKS | 375 | 409 | 440 | 477 | 543 |
| BUILDERS CLUB | 375 | 409 | 440 | 477 | 543 |
| KEY CLUB | 580 | 647 | 715 | 782 | 851 |
| STUDENT COUNCIL | | | | | |
| Middle School Advisor | 775 | 877 | 983 | 1076 | 1179 |
| Senior High Finance Advisor | 580 | 647 | 715 | 782 | 851 |
| NATIONAL HONOR SOCIETY | | | | | |
| Advisor | 580 | 647 | 715 | 782 | 851 |
| CLASS ADVISOR | | | | | |
| Freshman | 440 | 497 | 550 | 606 | 659 |
| Sophomore | 440 | 497 | 550 | 606 | 659 |
| Junior | 918 | 1021 | 1124 | 1259 | 1396 |
| Senior | 681 | 782 | 885 | 988 | 1089 |
| QUIZ BOWL | | | | | |
| Senior High Coach | 681 | 749 | 814 | 885 | 988 |
| (Steps based on number of rounds, i.e. two rounds - Step 2, etc., five or more rounds - Step 5) | | | | | |
| Middle School Coach (Intramural) | 375 | 422 | 472 | 518 | 564 |
| JUNIOR HIGH Q | 375 | 422 | 472 | 518 | 564 |
| FORENSICS | | | | | |
| Senior High Coach | 614 | 681 | 749 | 814 | 885 |
| Middle School Coach | 614 | 681 | 749 | 814 | 885 |
| BUSINESS PROFESSIONALS OF AMERICA | 681 | 782 | 885 | 988 | 1089 |

GAMEWORKERS

| | |
|---|---|
| All sports, tickets | $ 18.66/game or meet |
| All sports, event timers and workers | $ 21.40/game or meet |
| All sports, official timers and scorers | $ 30.61/game or meet |

**(2) BASIC HOURLY RATE SCHEDULE FOR THE 2010-2011 SCHOOL YEAR:**

| | |
|---|---|
| DRIVER EDUCATION | |
| Instructor | $ 23.29/hour |
| VOCAL MUSIC | |
| Elementary & Secondary | $ 21.49/hour |
| VOCAL ADULT ACCOMPANIST | $251.45/year |
| BAND | |
| Elementary & Secondary | $ 21.49/hour |
| GUIDANCE | |
| High School Counselors | $ 21.49/hour |
| ART | |
| Elementary & Secondary | $ 21.49/hour |
| GENERAL RATE | $ 21.49/hour |

GUIDANCE

5 work days immediately prior to the beginning of the school year, 1 day to be paid at per diem and 4 days as comp time to be utilized within the current school year.

2 days following the conclusion of the school year to be paid at per diem.

Any additional days beyond the 7 days to be paid at the contract General Rate.

Section 2 - Operation on Reduced Schedule

If any activity listed in Appendix A, Part 3, is operated on a reduced schedule, the Board may prorate the basic fixed fee schedule accordingly, provided that the decision to reduce the activity and prorate the basic fixed fee schedule is made prior to the start of that activity. (The start of an activity shall be defined as the first day of authorized practice, or the first day of the activity, if no authorized practice is involved.)

Section 3 - Determining Compensation

Compensation for responsibility for extracurricular activities shall be determined as follows:

(a) Bargaining unit employees responsible for a listed extracurricular activity for the first time will normally receive the Minimum fee set forth in the Basic Fixed Fee Schedule. Such employees who were, the prior year, responsible for a different extracurricular activity under the same major heading (such as an employee who had been an assistant coach under the Football heading the prior year being assigned to the Head Coach position for the current year) will receive an amount (not to exceed the Maximum set forth in the Basic Fixed Fee Schedule for the extracurricular activity for which they are responsible in the current year) equal to the greater of (1) 5% above their compensation for such extracurricular activity the prior year, or (2) the Minimum set forth in the Basic Fixed Fee Schedule for the extracurricular activity for which they are responsible in the current year.

(b) Employees responsible for the same extracurricular activity during the prior year will receive an amount equal to the greater of (1) five percent (5%) above their compensation for such extracurricular activity the prior year, or (2) the Step rate for such extracurricular activity, based on their years of full responsibility for such activity (1st year Step 1; 2nd year Step 2; etc.), up to the Maximum fee set forth in the Basic Fixed Fee Schedule for the current year.

Section 4 - Fully Responsible for Activity

The amounts hereinabove determined assume that the bargaining unit employee is fully responsible for the indicated extracurricular activity, but are not dependent upon whether the employee is otherwise a full-time or part-time staff member, or is retired from teaching.

Section 5 - Continuation of Activity; Use of Non Bargaining Unit Personnel

Nothing herein shall be construed to require the Employer to continue any specified extracurricular activity, or any position of responsibility for any extracurricular activity. Further, nothing herein shall be construed to prohibit use of non-bargaining unit personnel in connection with extracurricular activities, or to require any specific compensation for such non-bargaining unit personnel provided, however, the starting salary for non-bargaining unit personnel shall not, without the Union's consent, exceed the amounts set forth in the Basic Fixed Fee Schedule.

Section 6 - Credit for Prior Experience

If a bargaining unit employee ceases to be responsible for an extracurricular activity for a period not to exceed one year, due to illness or other legitimate reasons beyond the employee's control, and if the employee, with the prior written approval of the Superintendent, is, within such year, returned to

responsibility for such extracurricular activity, such employee shall return to responsibility for the extracurricular activity at the same rate of compensation they were receiving at the time they ceased to be responsible for such activity, prorated as appropriate. Employees ceasing to be responsible for an extracurricular activity for any greater length of time, who return to responsibility for such extracurricular activity, shall be compensated at the rate of number of years experience times .5 on the pay scale (thus an advisor or coach with eight years experience would come back on the pay scale at Step 4). Also, any new member of the bargaining unit with similar experience from another district shall be compensated as follows: 1-3 years experience Step 1; 4-6 years Step 2; 7-9 years Step 3; 10 or more years Step 4. (If an employee had been between steps, for the first such intervening year their compensation would be reduced to the next regular step rate below their prior "between step" rate.)

Section 7 - Activities Without Experience Credit

The extracurricular activities designated "Gameworkers", "Driver Education", "Vocal Music", "Band", "Guidance" and "Art" shall be compensated at a minimum of the rates set forth in the Basic Fixed Fee and Hourly Rate Schedules without experience or other incremental increase. The hourly rates set forth for the extracurricular activities designated "Vocal Music", "Band", "Guidance" and "Art" are only for hours spent outside of normal school hours during the normal school week, Monday through Friday. All such hours to be spent outside normal school hours or outside the normal school week, including but not limited to all rehearsals, performances, interviews and testing programs for such activities, must be justifiable, and are subject to the prior written approval of the employee's responsible principal prior to scheduling of any such paid time. The actual time involved for which the employee claims payment must be recorded on a time sheet, and submitted to the responsible principal for approval. Although it is expected that high school counselors will work a minimum of fifty hours per year, counselors will be paid only for those hours actually worked as herein provided.

Section 8 - No Compensation Required for Non Listed Activities

There need be no compensation for bargaining unit employees for extracurricular activities other than as herein provided.

Section 9 - Evaluation of Persons Performing Extracurricular Activities

Persons performing extracurricular activities shall be evaluated by the appropriate building principal.

# APPENDIX C

## Section 1 - Calendar

### (a) 2007-2008 Calendar

| | | |
|---|---|---|
| September 2007 | 4 Tuesday | Professional Development/ Classes Begin (1/2 Day Students) |
| October | 12 Friday | Professional Development Day |
| November | 22 Thursday | Thanksgiving Recess |
| | 23 Friday | Thanksgiving Recess |
| December | 21 Friday | Last Day of School Before Winter Break |
| January 2008 | 2 Wednesday | Classes Resume |
| | 18 Friday | Records Day (1/2 Day Make Up) |
| March | 14 Friday | Last Day of School Before Spring Break |
| | 24 Tuesday | Classes Resume |
| May | 26 Monday | Memorial Day |
| June | 5 Thursday | Final Student Day |
| | 6 Friday | Records Day (1/2 Day Make Up) |

| Month | Staff Days | Student Days |
|---|---|---|
| September | 19 | 19 |
| October | 23 | 22 |
| November | 20 | 20 |
| December | 15 | 15 |
| January | 22 | 21 |
| February | 21 | 21 |
| March | 15 | 15 |
| April | 22 | 22 |
| May | 21 | 21 |
| June | 5 | 4 |
| | 183 | 180 |

## (a) 2008-2009 Calendar

| | | |
|---|---|---|
| August 2008 | 27 Wednesday | Professional Development |
| | 28 Thursday | Professional Development |
| September 2008 | 1 Labor Day | |
| | 2 Tuesday | Professional Development/ Classes Begin (1/2 Day Students) |
| October | 10 Friday | Professional Development Day |
| November | 27 Thursday | Thanksgiving Recess |
| | 28 Friday | Thanksgiving Recess |
| December | 19 Friday | Last Day of School Before Winter Break |
| January 2009 | 5 Monday | Classes Resume |
| | 23 Friday | Records Day (1/2 Day Make Up) |
| April | 3 Friday | Last Day of School Before Spring Break |
| | 14 Tuesday | Classes Resume |
| May | 25 Monday | Memorial Day |
| June | 5 Friday | Final Student Day |
| | 8 Monday | Records Day (1/2 Day Make Up) |

| Month | Staff Days | Student Days |
|---|---|---|
| August | 2 | 0 |
| September | 21 | 21 |
| October | 23 | 22 |
| November | 18 | 18 |
| December | 15 | 15 |
| January | 20 | 19 |
| February | 20 | 20 |
| March | 22 | 22 |
| April | 16 | 16 |
| May | 20 | 20 |
| June | 6 | 5 |
| | 183 | 178 |

Section 2 - Calendar Adjustments

Should calendar adjustments be necessary, pursuant to Article VII, Section 4B (including make up of snow days), student/staff days will be added as follows, unless otherwise agreed in writing:

2007/2008:

(a) If three snow days have occurred prior to January 18 - 1/2 day make up (1/2 day records)

(b) June 6 (1/2 day make up (1/2 day records)

(c) Commencing June 9

2008/2009:

(a) If three snow days have occurred prior to January 23 - 1/2 day make up (1/2 day records)

(b) June 8 (1/2 day make up (1/2 day records)

(c) Commencing June 9

Section 3 - First Day of School

Students will be in class on the first day of school for one-half day sessions with teachers having one-half day with students and the remainder of the day for staff meetings and classroom preparation.

Section 4 - Make Up Days

Should the State Aid Act 30 hours of forgiven instructional time be reduced, inclement weather/emergency situation make up days will be added to the calendar.