

6/30/93

GLADSTONE AREA SCHOOL AGREEMENT  
(400 South 10th, Gladstone, Michigan)

with the

UPPER PENINSULA EDUCATION ASSOCIATION  
AND  
THE MICHIGAN EDUCATION ASSOCIATION

1990-1991  
1991-1992  
1992-1993

*Gladstone Area School*

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GLADSTONE AREA SCHOOL AGREEMENT  
with  
UPPER PENINSULA EDUCATION ASSOCIATION  
and the  
MICHIGAN EDUCATION ASSOCIATION

This Agreement entered into this 11th day of June, 1990, by and between the Gladstone Area Schools, hereinafter called the "Board" and the Upper Peninsula Education Association and the Michigan Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service; and

WHEREAS, the parties have reached certain understandings which they desire to reduce to writing,

In consideration of the following mutual covenants, it is hereby agreed as follows:

SECTION 1

RECOGNITION

1:1 Exclusive Bargaining Representative: The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for the unit consisting of all certified teaching personnel, including librarians and guidance counselors, but excluding substitute teachers, the administrative librarian, athletic director, director of guidance, non-certified teaching personnel, superintendent, assistant superintendents, business manager, principals, assistant principals, community school director, building principals, and anyone else excluded by state law. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above-defined.

1.2 Negotiation with Association: The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

1:3 Check-off of Dues: Within thirty (30) days of the beginning of their employment hereunder, individual teachers may sign and deliver to the Board an authorization card permitting deduction of membership dues or service fees equivalent to dues of



the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted in total or in monthly payments of not less than Ten (\$10.00) Dollars until paid. Accuracy of the membership lists submitted shall be the responsibility of the Association. Such an authorization card shall be prepared by the Association and delivered to the Board. Any and all solicitation in regard to signature of the authorization cards by teachers shall be the sole responsibility of the Association. The board shall honor the terms of such authorization cards, if the terms are permitted by state law. The Board shall be under no obligation whatsoever to deduct membership dues or any service fees lawfully charged by the Association, unless it has a signed authorization card permitting such deduction. The Association agrees to indemnify the Board for any damages or liability incurred by the Board, including costs of litigation and attorneys' fees, for any deduction made by the Board, in good faith, based upon a signed authorization card.

The Board shall have no duty to deduct any dues or service fees lawfully charged, nor shall it be responsible for any dues or service fees lawfully charged, allegedly owing, from and after the time at which an individual is promoted to a supervisory position, retires, dies, or instructs the Board that he or she no longer desires such dues or service fees deducted. Dues shall be prorated to the date when one of the conditions set forth above occurs.

1:4 Payment of Dues: All teachers as a condition of employment shall either join the Association (NEA-MEA-UPEA) as agreed upon in 1:3, or cause to be paid to the Association (NEA-MEA-UPEA) a representation fee lawfully charged as agreed upon by the Association. In the event the representation fee shall not be paid by the date set by the Association, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher that he is not abiding by the terms of the Master Contract. The refusal of said teacher to contribute fairly to the costs of negotiations and administration of this and subsequent agreements is recognized as a just and reasonable cause for termination of employment.

If the Board, acting pursuant to a request of the Association, discharges the teacher for failure to comply with the provisions of 1:4 (payment of dues or service fees lawfully charged), the Association agrees to indemnify and hold harmless the Board from any and all damages and judgments which may result from such action. Such indemnification shall include any and all costs and expenses of litigation, including reasonable attorneys' fees. The Association will defend such action at its own expense with its own competent counsel.



1:5 Right to Mediation: The Board and the Association specifically recognize the right of the employees, the Board, and the Association appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.

1:6 School Calendar: The Board has the right to establish the school calendar, but will work with the Association in all ways possible to achieve a calendar which is mutually acceptable. In formulating the calendar, a committee shall be formed consisting of two (2) teachers, two (2) School Board members, the Superintendent or his designee, and any other parties desired by the Board.

The calendar will include one hundred eighty (180) days of instruction plus four (4) additional contractual days. Contractual days shall be used for the following purposes:

- (A) One day prior to the start of school in the fall for in-service and room preparation;
- (B) A grading and record day at the end of the first semester;
- (C) One grading and record day at the conclusion of the school year.

Hours for the first and second contractual days shall be from 9:00 a.m. to 3:00 p.m., with one (1) hour for lunch. A uniform check-off list will be established by the Administration for elementary buildings. The final day for all teachers in all buildings, at all levels, will be from 9:00 a.m. to 12:00 noon.

1:7 Act of God Days: The parties recognize the current state law allows for up to two (2) paid Act of God days which do not have to be made up. Therefore, the parties mutually agree if additional Act of God days occur beyond those allowed by state law and it is necessary to make them up so as to receive full state aid payments, the teachers will report on those necessary number of make-up days without any additional compensation whatsoever. The make-up days will be applied consecutively to the end of the agreed-upon calendar but shall exclude Saturdays, Sundays, and holidays. The records day will be the last day, with no classes, but teachers will report for such day. Teachers shall not be required to report on Act of God days and shall not suffer loss of pay on those days. In no event, however, shall the teachers receive any pay or compensation whatsoever for the make-up days worked at the end of the agreed upon calendar.

For a teacher who is attending summer school for the purpose of maintaining certification or meeting advance degree time limits



and because of the make-up snow days, that teacher(s) shall be allowed to utilize any and all of the following days so as to be able to attend summer school:

- (A) Personal business days, per 10.9;
- (B) Meeting attendance days, per 11.1; and
- (C) Emergency leave days, per 10.10 (E).

(The above order is the order of selection)

The teacher will be retroactively charged for the use of the above days, i.e., the teacher will receive pay on the act of God day, therefore he/she will be charged the corresponding number of leave days which were used.

## SECTION 2

### TEACHER RIGHTS

2:1 Financial Information: In addition to Act 379 of the Public Acts of 1965, the Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and the students, together with information which may be necessary for the Association to process any grievance or complaint.

2:2 Formulation of Programs: The Board recognizes that the members of the teaching profession are qualified to assist in formulating programs designed to improve educational standards.

The Board will assure that curriculum committees with teacher representation appointed by the Administration after consultation with the Association will be formed at the various educational levels of the total school program. Through these committees, as designated by the Board or its representatives, teachers will be afforded the opportunity to have input regarding the curriculum and program structure. The right to make the final determination as to curriculum and program will be solely that of the Board, as so provided herein and in the remainder of this Agreement.

2:3 Credit for Previous Experience: The Board shall allow up to six (6) years of previous full-time teaching experience when employing new teachers. Such provision shall specifically include any teacher who has received a vocational certification, if such individual is being hired as a vocational teacher. Where two (2) full years of job experience are required to



obtain a vocational certification and a vocational certificate is a requirement for employment in a given job, two (2) years of credit will be awarded on the salary schedule.

### SECTION 3

#### MANAGEMENT RIGHTS CLAUSE

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

- (A) To the exclusive management and control of the school system, its property, facilities, operations, and affairs;
- (B) To hire all employees; subject to the provisions of law, to determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to determine the number and scheduling, including business or school hours or days, of all employees; to promote or transfer all employees; to determine the size of the working force; and to assign duties to, and to direct, all employees.
- (C) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
- (D) To decide upon the means and methods of instruction, selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- (E) To make and change rules and regulations not inconsistent with the terms hereof.
- (F) To determine services, supplies, and equipment; to determine all methods and means of distributing, disseminating, or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
- (G) To determine the number and location or relocation of its facilities, including the establishment or



relocation of new schools, buildings, departments or divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

- (H) To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the school system and its programs, as opposed to Association matters.
- (I) To determine the size of management organization, its functions, authority, amount of supervision and table of organizations.

The exercise of the foregoing powers, rights, authorities, 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 are in conformance with the Constitution and laws of the United States and the State of Michigan.

#### SECTION 4

##### PROFESSIONAL COMPENSATION

4.1 Salaries of Teachers: The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.

4.2 Schedule B: The salary schedule is based upon a normal weekly teaching load during normal teaching hours. It is mutually recognized by the parties that the principal of forty (40) hours normal work week cannot be interpreted literally. For substantial extra work the teacher shall be entitled to appropriate additional professional compensation only as provided for in Schedule B.

Any Schedule B appointments which do not have adequate student interest at the time the activity is scheduled will be terminated at this time with no compensation received by the person assigned. Determination of adequate interest shall be determined by the Board or its representative.

4:3 Starting and Ending Dates: Teachers shall not be required to report more than two (2) working days prior to the beginning of classes or to remain more than two (2) days after classes end in June.

4:4 Holidays: The following holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day,



Thanksgiving Day, Christmas Day, and Good Friday. Legal holidays listed above falling on a weekend for which another day of the week is designated as a legal holiday shall be considered days when school will not be in session.

4:5 Release Time: If a teacher is engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, he shall be released from regular duties without loss of salary; provided, there will be no negotiations during the school day without the consent of the Superintendent.

4:6 Insurance: Pursuant to the authority set forth in Section 1255 (MCLA 380.1255) of the School Code of 1976, as amended, the Board agrees to furnish to all teachers the following insurance protection:

(A) The Board will provide to all teachers either MESSA PAK Plan A or MESSA PAK Plan B, as defined below, for a full twelve (12) month period commencing on September 1, 1990. The Board will furnish MESSA PAK Plan B to all employees who do not select MESSA PAK Plan A.

(B) MESSA PAK PLAN A:

Super Med I Health Insurance with Care Rider  
(The \$100 deductible amount shall be paid by the Board in advance.)

Delta Dental Plan 80/80/80 \$1300  
Vision VSP-2  
Negotiated Life \$20,000 with AD&D

MESSA PAK PLAN B:

Delta Dental Plan 80/80/80 \$1300  
Vision VSP-3  
Negotiated Life \$40,000 with AD&D  
Prescription Drug Card

(Full-time employees who select Plan B will also receive \$90.00 for MESSA Options defined below in 1990-93.)

(C) Options available for full-time employees selecting Plan B are as follows:

1. Group Basic Term Life Insurance
2. Group Short Term Disability Income Insurance with Life Insurance (1)
3. Hospital Confinement Indemnity Insurance



4. Group Long Term Disability Income Insurance with Life Insurance (1)
5. Group Supplemental Term Life Insurance with Life Insurance (1)
6. Group Survivor Income Insurance with Life Insurance (1)
7. Group Dependent Life Insurance with Life Insurance (1)
8. Annuity

- (D) All fringe or insurance benefits provided for employees from ages 65 through 70 will be reduced by coverage under the Medicare program or similar state or federal programs, if any, provided there is no material reduction of coverage, subject to provisions of federal law.
- (E) Any insurance benefits provided for herein shall be subject to the terms and conditions specified in the employee's MESSA Group Insurance Policies, and any claim by any employee shall not be the basis of a grievance or subject to arbitration. The Board, by payment of any premium payments required to provide coverage as agreed upon, shall be relieved from all liability with respect to any insurance benefits provided in this Agreement. The failure of an insurance company to provide any of the benefits which it has contracted for, for any reason, shall not result in any liability to the Board.
- (F) If an employee dies prior to August 31 of any given year, and the insurance policy in effect permits continued coverage, the Board will continue payments of the applicable premium through the following August 30th.

The Board will make information supplied to it by the Association or representatives of the insurance carriers reasonably available.

4:7 Pay Options: The teachers may accept any one of the three (3) following pay options which shall be binding for the entire school year: (1) 20 equal pays per school year, (2) 26 pays per year, with the balance paid in June, or (3) 26 equal pays per year.

## SECTION 5

### TEACHING HOURS

The teachers' normal teaching hours in the Gladstone Area Schools shall run on a schedule adopted by the Board. Teachers shall be at their assigned place of duty fifteen (15) minutes before the



first class period and shall remain in their respective classrooms for at least fifteen (15) minutes after the last class period shall end, unless permission to the contrary is granted by the Principal.

The Board recognizes the principle of a standard work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside of any school building, except as in 4:2 above of this contract. The Board and the Association recognize that the standard work week may not include enough time for course preparation, professional improvement, continuing education, grading of homework or exams, and other such necessary educational functions.

All teachers acknowledge that they have responsibility for total student contact, including teaching, supervision, control, assistance, and so forth, during all hours when they are required to be on school premises or required to attend school functions. This language will not deprive teachers of any contractual duty-free lunch time.

## SECTION 6

### TEACHING LOADS AND ASSIGNMENTS

6:1 Normal Teaching Load: The standardized work week in the senior high and middle school will be 25 teaching periods including study halls, and five unassigned preparation periods. The standardized work week in the elementary schools will be equalized and flexible, dependent upon the grade level involved. Elementary teachers will have preparation time of a minimum of thirty (30) minutes each day, which shall include time when students are on recess and not supervised by the given teacher. The 30 minute preparation time need not be consecutive. Elementary teachers' preparation time will also be a minimum time of 225 minutes per week. Individual principals can rearrange this preparation time for scheduling purposes.

Should any changes be necessitated in any schedule, the Board will negotiate with the teachers on any such change deemed necessary by the Board.

6:2 Assignment of Teachers: Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, as determined by the Administration, outside the scope of their teaching certificates or their major or minor field of study.



**6:3 Notification of Assignments:** Teachers will be notified of their tentative teaching assignments by May 1 by their principals, unless they are involved or are likely to be involved in any matters covered by Section 8 and 9 of this Agreement. Subsequently, teachers will be notified of their teaching assignments at their summer address by their principals as soon as practicable or not less than thirty (30) days prior to the opening of classes for the ensuing year. Upon receipt of either notification, teachers shall have the right to consult with their principal concerning the assignments. No changes shall be made after that date during the duration of the school year without reasonably prompt notification to the teacher involved. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher suggests such change.

**6:4 Substitute Teachers:** In the absence of a regular teacher, the Administration will attempt to reach a qualified, certified substitute, if such is on the substitute list and is then available. The Association shall provide names of individuals they deem qualified and certified in positions designated by the Administration, and upon failure to do so, the Administration and Board shall have no obligation to call a substitute in that given area.

SECTION 7

TEACHING CONDITIONS

**7.1 Pupil-Teacher Ratio:** Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that whenever feasible under the circumstances (availability of facilities and financial resources), the maximum number of pupils per teacher shall be as follows:

(A)	Kindergarten . . . . .	32 pupils
(B)	Elementary school grades . . . . .	32 pupils
(C)	Secondary Schools	
	English . . . . .	30 pupils
	Social Studies. . . . .	32 pupils
	General Education. . . . .	32 pupils
	Mathematics. . . . .	32 pupils
	Science . . . . .	.limited to number of stations
	Language. . . . .	.limited to number of stations
	Business. . . . .	32 pupils
	Typing . . . . .	.limited to number of stations
	Industrial Arts . . . . .	30 pupils
	Drafting. . . . .	.limited to number of stations
	Homemaking . . . . .	24 pupils
	Music Class (Music Appreciation, etc.)	35 pupils
	Art . . . . .	30 pupils
	Health Classes . . . . .	.35 pupils



- (D) The parties also agree that the Administration will take all possible steps to rectify any classload situation which would cause one or several teachers to have a disproportionately heavy work load.
- (E) Where upon any kindergarten through grade three classroom size contains more than twenty-five (25) students, an automatic review shall begin. The building principal shall be responsible for the notification of the situation with affected teacher. If an aide is not assigned at this point by the administration then, within ten (10) working days a review committee (consisting of two non-affected elementary teachers, two board members and the building principal) shall study the situation and render a decision deciding the need for the assistance of a classroom aide for whatever class or classes of the school day deemed necessary.

If a non-favorable decision is rendered, the affected teacher shall have the opportunity to appeal said decision to the curriculum committee of the school board. Any recommendation by the curriculum committee of the school board or a decision by the school board of the automatic review policy stated above shall not be grievable.

7:2 Educational Supplies: The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, and supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will undertake to implement all joint decisions as promptly as possible. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

7:3 Lunch Period: Each teacher shall have a duty-free lunch period during the times normally designated for lunch. Mutually agreeable exceptions may be arranged between an individual teacher and the Administration. The Association shall be notified prior to the opening of school of any such exceptions.

7:4 Duplication of Materials: Assistance in duplication of teaching materials and other similar activities should be handled by aides as agreed upon and assigned by the Superintendent and Principals as far as possible.

## SECTION 8

### VACANCIES AND PROMOTIONS



The Board declares its support of a policy of promoting and of filling vacancies and new positions from within its own teaching staff, including promotions to supervisory levels. Such promotions shall be at the discretion of the Board. The Board will publish a list of all teaching, administrative, and supervisory positions and qualifications for these positions and provide a copy to the Association. Any teacher who shall meet the qualifications at the time the job begins may apply.

The certified and qualified teacher who is most senior shall be granted the position. For purposes of this section, "qualified" shall mean:

- (A) Grades 9-12: A major or minor in the subject area.
- (B) Grades 7-8: A major, minor, or having teaching experience in the subject area, or certified all subjects 7-8.
- (C) Grades K-6: Certified means qualified except for elementary positions with specialized emphasis based in the areas of music, physical education, or art.

#### EXCEPTION RULE

The parties anticipate that vacancies will be filled as set forth above. However, in an unusual case, in filling such vacancy, the Board may consider only the following combination of factors: Length of service, certification, North Central requirements, past performance as revealed primarily through evaluations, and professional background. In such case only, an applicant with less length of service shall not be awarded such position unless his or her qualifications therefor, as measured in this paragraph, shall be demonstrably superior to applicants with greater service. If a teacher is not satisfied with the explanation provided in 8:4 below, he or she may file a grievance if the position was awarded to someone with less length of service. This grievance shall be filed at the Board of Education level and if not resolved, shall be submitted to arbitration on an accelerated basis.

8:1 Definition of Vacancy: When a vacancy occurs only due to death, resignation, retirement, newly created positions, or termination, the position shall be posted in accordance with this section. When the vacant position is filled by a current staff applicant, the resulting vacant position of the applicant shall be posted in accordance with this section. However, the posting shall not be required to be for the same courses as were taught by the applicant filling the prior vacancy, in coordination with 8:5



below in grades 7-12. The definition of a "newly created position" shall be a position that did not exist during the previous contractual year, in coordination with 8:5 below.

All special education teachers hired after September 1, 1989, will stay in a specific special education position, if assigned by the Board, for a period equivalent to two years or their probationary period, whichever is less, unless at some point in time they no longer can maintain certification for that specific special education position.

(A) A special education teacher may apply and be granted a posted position provided they meet the certification, and

(B) A teacher in grades 7 and 8 may apply and be granted a posted position in grades K-6 provided they meet the certification. These two possibilities will apply only after all teachers on layoff and current staff have been granted their positions. No involuntary transfer shall occur in this instance, since these will be posted vacancies.

8:2 Manner of Dealing with Layoffs: Upon demand of the Association, regardless of opposition by the Board, vacancies shall first be filled by members of the existing faculty before being posted for teachers on layoff.

8:3 Publishing of Vacancies: No vacancies shall be filled except in the case of emergency on a temporary basis, until such vacancy shall have been published for at least seven (7) days.

8:4 Discussion of Reasons: Any teacher who applies for a vacancy and does not get it, may discuss the reasons for the Board's action with his or her principal and/or the Superintendent.

8:5 Nature of Assignments: When assignments are being formulated, the Board shall make all assignments full assignments unless the remaining assignment is less than a full assignment, or unless remaining assignments are less than full assignments under special circumstances, including grant positions, title positions, and chapter positions. Whenever an assignment is changed by sixty (60%) percent, (i.e. three of five classes), the resulting assignment shall be posted and filled by current staff members who apply.

## SECTION 9

### TRANSFERS

9:1 List of Positions: In the event that transfers of teachers appear to be necessary, a list of available positions within the



school system or departments thereof, which are to be filled, shall be made available to the Association in the same manner as in Section 8.

9:2 Certification Changes: When a teacher is not certified for a position for which they have been assigned, said teacher will not be reduced in hours or laid-off provided the position or positions exist for which the teacher is certified and qualified that are assigned to teachers with less seniority. In this situation, the more senior teacher shall be assigned a position held by the least senior teacher for which the more senior teacher is certified and qualified.

When this provision requires a reduction in hours or a reduction in staff, the provisions of 9:4 shall be implemented.

9:3 Return to Unit of Supervisor: Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to return to the same step on the salary schedule which he or she had attained at the time of promotion, including time in supervisory positions and any time from other systems granted at the time of employment, if there is a teaching vacancy for which he or she is qualified. (However, for purposes of "length of service" and any use thereof under this Agreement, such individual shall be entitled to credit only for actual days paid for by the Gladstone Schools as a teacher, and not as an administrator, not to include days spent as a substitute teacher.) It is expressly understood by both parties that a supervisor shall not replace a presently employed teacher in the school system.

9:4 General Layoff: In the event of a general cutback or reduction of teachers through layoff from employment, the following procedure will be utilized:

- (A) Specially-certified teachers in the specific positions being reduced or eliminated will be laid off first, provided there are fully-qualified, fully-certificated teachers to replace and perform all the duties of the laid-off teachers.
- (B) If reduction is still necessary, then probationary teachers in the specific positions being reduced or eliminated will be laid off, provided there are fully-qualified, fully-certificated teachers to replace and perform all of the duties of the laid-off teachers.
- (C) If reduction is still necessary, then teachers in the specific position being reduced or eliminated will be laid off in accordance with the following factors: Length of service, certification, qualifications, past performance as revealed primarily through evaluations,



background and attainments, experience, ability, and attendance. All the above factors will be weighed equally. If the application of all factors above results in equality, length of service shall be the determining factor.

9:5 Recall: In the event of a layoff, the Board will institute a recall procedure which, when implemented, will ensure teachers that they will be recalled in a reverse order of layoff, provided that the certification requirements are maintained. If a layoff occurs and is rectified by a millage passage prior to the start of the next school year, recalls will be effectuated without the necessity of posting.

9:6 Notice to Association: Before official action on a reduction of teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the employer. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.

9:7 Reasons for Laying-Off Given Teacher: In the event the Association questions the wisdom of the employer as to specific teachers (a) being laid off or not being laid off, or (b) filling vacant teaching positions (as set forth above) or not filling such position, the employer will set forth in writing to the teacher and the Association its reasons for its action. It is understood, however, that the Association's request for this information must be reasonable, timely, and intended in good faith.

9:8 Right to Grieve: If the employer fails or refuses to comply with 9:6 or 9:7 above, or if the reasons assigned clearly demonstrate that the employer acted arbitrarily or capriciously, the Association has the right to utilize the grievance and arbitration procedure to seek relief.

9:9 Priority of this Section: The individual contract executed between each teacher and the employer is subject to the terms and conditions of this Agreement. It is intended that this section takes precedent over and governs the individual contract and the individual contract is expressly conditioned upon this section.

9:10 Written Notice: Except in the event of an emergency, which shall include unanticipated loss of students or defeat of a millage election, all teachers to be laid off shall be given notice by May 1st in writing.



SECTION 10

LEAVE PAY

10:1 Sick Leave: All teachers shall be granted twelve (12) days sick leave per year, accumulative to a maximum of one hundred sixty (160) days.

10:2 Notification of Accumulation: Teachers will be notified with the issuance of the first pay check of the school year as to the number of sick leave days they have accumulated, including the twelve (12) for that school year, to date.

10:3 Sick Leave Pool: There is hereby established a sick leave pool which shall be administered as follows:

- (A) The Association shall establish and administer the said sick leave bank for the benefit of the teachers.
- (B) Each teacher shall initially be entitled to donate one sick day to the bank. Donations will be on a purely voluntary basis. The said one sick day donated will be deducted from each participating teacher's total sick days.
- (C) Any teacher who has used up all of his sick leave, and has volunteered to participate in the pool, will be entitled to use any number of sick days allotted to him by the Association, except that the number of days allotted shall not exceed the total number of days in the pool.
- (D) The pool would be limited to a number of days equal to the number of teachers in the school system within the given school year.
- (E) When any teacher is making use of the days allotted to him by the Association from the pool, he will receive his regular teaching salary, and the Board will pay the substitute's salary up to the time when the total number of days allotted to the teacher by the Association from the pool has expired.
- (F) If the total number of days is not used in a given school year, the total number of days not used shall be carried forward to the next school year. At such time, teachers can again voluntarily contribute one sick leave day to bring the total number of days in the pool up to maximum allowed (which is defined above to be a number equal to the number of teachers in the system within the school year).



- (G) The Board shall in no way be responsible for the allocation of days from the pool to teachers or for naming or indicating the teachers who should donate days to the sick leave pool. Such matters shall be the sole and separate responsibility of the Association. No grievance shall be filed by the Association or any teacher on any matters which are specifically made the responsibility of the Association and not the Board in this paragraph. The Association agrees to indemnify and hold harmless the Board for any damages incurred by the Board with respect to the matters made solely the responsibility of the Association and not the Board in this paragraph.

10:4 Retirement or Death: If a teacher has completed ten (10) or more years of service in the Gladstone school system, he will be paid for unused sick leave days up to a maximum of one hundred twenty (120) days at the rate of one-half (1/2) of his teacher's daily salary, not including Schedule B compensation, if he terminates his employment under any of the following circumstances:

- (A) Voluntary retirement under the provisions of the State Retirement Act.
- (B) Forced retirement for health reasons, prior to regular retirement age.
- (C) Death while in the employ of the Board. Payments in such case shall be made to the personal representative of the decedent if one is appointed within ninety (90) days of death; or to the nearest relative or a member of the class of nearest relatives if no personal representative is appointed within the 90-day time limit.

10:5 Re-Employment Deduction: If, after receiving a payment under provisions given in 10:4 above, a former employee resumes employment with the Board and again becomes eligible for payment hereunder, payments previously made will be deducted from any subsequent payments to which he is entitled.

10:6 Physical Examination: Upon the recommendation of the Superintendent, the Board may require a teacher to submit to physical or mental examinations by appropriate specialists to determine whether involuntary sick leave is warranted. Such requested examinations will be at the Board's expense.

10:7 Examination by Board's Doctor: In the event of absence of a teacher for illness, the Board may require an examination of the teacher by a medical doctor. The choice of the medical doctor in the first instance will be the right of the teacher, and such



examination shall be at the Board's expense. At its own discretion, the Board may subsequently require a medical examination by a doctor of its own choosing, with such examination to be at the Board's expense.

10:8 Workers' Compensation Supplement: Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Compensation law, shall receive from the Board the difference between the allowance under the Workers' Compensation law and his regular salary for the duration of the illness not to exceed the salary entitled for the remainder of the present school year with no subtraction of sick leave.

10:9 Reporting Inability to Work: Teachers shall be informed of an administrative telephone number they may call to report unavailability for work, and teachers not reporting for work shall call such number to report their absence at least one (1) hour before they are due at work, whenever possible.

10:10 Additional Uses of Sick Leave: In addition to personal illness or injury, sick leave may be utilized for the following purposes: (For purposes of this section, immediate family shall be considered to include father, mother, son, daughter, brother, sister, husband, wife, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-mother, step-father, and relatives living with the teacher.)

- (A) One (1) day when emergency illness, injury, or emergency medical concerns in the immediate family requires a teacher to make arrangements for necessary medical and nursing care.
- (B) A maximum of five (5) days per school year for a critical illness in the immediate family. Further critical illness leave may be granted at the discretion of the Superintendent.
- (C) A maximum of five (5) days per school year for a death in the immediate family or household. Further death leave may be granted at the discretion of the Superintendent.
- (D) A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the Michigan National Guard, provided such obligations cannot be fulfilled on days when school is not in session.
- (E) A maximum of three (3) days per school year may be used for emergency. Permission for such leave must be obtained from the Superintendent's office through the principal involved. Examples of such are:



1. Emergencies, catastrophe, fire, accident, funeral.
2. Marriage or graduation of a member of the immediate family and of the employee himself.
3. Required court appearance involving no moral turpitude on the part of the employee.
4. Child born to wife.
5. Immediate member of family leaving for service.

(F) A maximum of one (1) school day per year may be used for inclement weather conditions which make it impossible for an employee to attend school, even though school is in session.

(G) Because an employee wishes to reside outside the School District or leave the area on a visit does not eliminate that person's responsibility to his or her contractual obligation. Section 11, (3) is tended to cover such situations.

10:11 Personal Business Days: Three (3) days per school year will be credited for personal business days, with an accumulation to a maximum of five (5) days.

Notification for a personal leave will be made twenty-four (24) hours prior to taking such leave (except in the case of emergencies). These days shall not be deducted from accumulated sick leave, and may be used, if credited in increments of one to five.

Teachers cannot take personal business days on in-service days, or on records day, or on parent-teacher conference days, except for an emergency or as otherwise provided in the contract.

A maximum of twelve (12) teachers shall be allowed to utilize personal business days prior to or following holiday periods (i.e. Christmas break, Thanksgiving break, Easter break, and spring break). The allocation will be on the basis of two (2) people in each of the District's buildings, except it shall be four (4) people at the high school. For purposes of assignment for this allocation, the count shall be based on where the teacher is the first hour of the day (i.e. elementary music teachers at Cameron first hour, he/she will be listed in that building's allocation).

In the event more than two (2) people apply (or four (4) at the high school), the most senior shall receive the time off on a rotation basis. The Association will maintain the necessary



records of the use of personal business days prior to and following holiday breaks.

10:12 Reimbursement for Unused Personal Days: A teacher shall be reimbursed at the end of the School Year for any unused personal days elected for reimbursement by the teacher at the rate of seventy (70%) percent of a substitute teacher's daily salary up to the maximum accumulation allowed of five (5) days.

10:13 Early Retirement Compensation: A teacher who has acquired a minimum of twenty (20) years of service in the Gladstone Area Schools and who will meet State requirements for retirement by September 1 of a given School Year may at his or her option request early retirement upon at least one (1) year's advance written notice. A teacher shall not be eligible for such early retirement until he or she has reached at least the age of 46. Retirement as used in this clause shall mean severance of active employment with the Gladstone Area Schools and verification to the Board of an application from the teacher to the Michigan Public Schools Employees' Retirement System for Retirement Benefits of such system. The affected teacher will notify the Superintendent of Schools of his or her early retirement in writing no later than one (1) year prior to the school year when such retirement will take effect. If a teacher wishes to retire prior to the end of such one year notification period, his or her request for early retirement incentive must be agreed to by both the Association and the Board at a public meeting. Applicants who do not notify the Board with the one year prior advance written notice or obtain the mutual consent of the Association and the Board at a public meeting shall not be eligible for the benefits outlined in this policy. If a teacher decides not to retire in the requested school year, they must notify the Superintendent in writing prior to April 1.

Qualified retirees shall receive One Hundred Fifty and no/100ths (\$150.00) Dollars per month from the Board, beginning on September 1 of the first school year of their retirement, for a period not to exceed seven (7) years or their 62nd birthday, whichever comes first. The first payment shall be made on the appropriate September 1 and subsequent payments shall be made on the first of each month thereafter. If the first payment will jeopardize retirement benefits, it will be delayed thirty (30) days.

The \$150.00 monthly benefit can be applied toward the payment of health insurance in effect under the agreement between the Board and the Association at the time of applicable benefits, if the retiree submits such a request in writing and is eligible for coverage under the group health insurance then in effect.

In the event of death of the retiree prior to his or her 62nd birthday, or the seven (7) year period provided for herein,



whichever occurs first, benefits will be paid to the retiree's spouse, if any, or dependent, if any, as defined by the IRS for the same amount of time as if the teacher had lived through the applicable payment period.

If a Michigan court, following exhaustion of all available State appeals, rules that early retirement incentive plans are in violation of law, then this early retirement incentive program described shall be null and void. In such case, the retiree shall have no cause of action against the Board whatsoever.

Persons retiring due to a medical disability which qualifies them for retirement benefits from worker's compensation or any Board provided disability insurance are not eligible to qualify for benefits under this policy. Once a person is receiving benefits through this policy, however, no subsequent disability will adversely affect those benefits.

The rights of any retiree and the benefits to be paid to the retiree shall be only those specifically set forth herein. Such rights or benefits shall not be altered if this early retirement incentive plan and section, or any amendment or replacement thereof or thereto, should be changed in any way in the future.

The retiree shall lose eligibility for the rights and benefits set forth herein, if the teacher returns to full-time teaching for compensation at any level or location.

The Board, by payment of the monthly amounts required hereunder, shall be relieved from all liability with respect to any payments provided in the policy. The retiree's benefits and rights shall be specifically limited to the payment of the monthly amount provided for herein. The failure of any insurance company to provide any of the benefits which it has contracted for, for any reason, if such benefits are selected by the retiree, shall not result in any liability to the Board, nor shall such failure be considered a breach by the Board of any obligations or duties under this policy.

#### SECTION 11

##### LEAVES OF ABSENCE

11:1 Temporary Leaves of Absence: Leaves of absence with pay not chargeable against the teacher's sick leave will be granted as follows:

- (A) Teachers may be granted up to a maximum from one (1) to three (3) days per year for the purpose of attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the Administration.



Teachers working in more than one subject matter area or related assignment will be responsible to establish their own priority within the three-day limit for conferences. All requests for these leaves shall be submitted in writing through the teacher's building principal or supervisor. The Board agrees to pay the cost of substitute teacher for such leave of absence. Additional compensation may be provided for housing, meals, reservations, travel expense, within the limits of available finances.

Teachers may be requested upon return from meetings or conferences to submit a written report on materials covered and may further be requested to share at staff meetings these materials with their colleagues. The Board may also request a report.

- (B) Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system, if the teacher is required by law to attend.
- (C) Leaves approved by the Administration but not covered in accordance with the provisions of Section 10 and 11 will be subject to the following: The Board has agreed to pay any teacher involved with this section one-half the difference between his/her per day salary and the amount paid a substitute teacher.
- (D) A teacher shall be released from regular duties, if properly delegated and with administrative permission, for the purpose of participating in district, regional, or state meetings of the Michigan Education Association and/or National Educational Association workshops, conferences, and other activities.
- (E) Teachers will notify their principal immediately upon discovery that leave is required. Leaves of absences will be applied for in writing, except in cases of emergency.
- (F) A maximum of three (3) days will be allowed for any teacher who is required by the selective service to appear for either a preinduction or induction physical examination. In the event the teacher is inducted into the armed forces, his employment will be considered to be terminated on the last day he taught, thus making null and void his rights under this clause.
- (G) In the event a teacher is called for jury service, he will be released from regular duties, without deduction of sick leave or pay, provided that any and all pay or



expense money, not including mileage, received for jury service is reimbursed to the School District.

11:2 **Extended Leaves of Absence:** Leaves of absence without pay shall be granted for the following reasons:

- (A) The Board agrees that up to two (2) teachers designated by the Association will, upon request, be granted a leave of absence for not less than one (1) semester nor more than one (1) school year without pay or increment for the purpose of engaging in Association (local, state or national) activities. The Association will arrange for a substitute suitable and acceptable to the Board, upon the request of the Board.
- (B) A leave of absence without pay of up to two (2) years will, upon the approval of the Superintendent, be granted to any teacher who serves as an exchange teacher and is a full-time participant in such a program. Upon return from leave, a teacher will be placed on the salary schedule at the level he would have achieved if he had not been absent.
- (C) Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on a salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of two (2) years.
- (D) Any teacher whose personal illness extends beyond the period compensated under Section 10 shall be granted a leave of absence without pay, but not to exceed four (4) years, for such time as is necessary for complete recovery from such illness. Upon return from such leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position, if available.
- (E) A female employee shall be entitled to a leave of absence, not to exceed four (4) years without pay, on the following basis:
  - 1. The pregnant employee must request, in writing, a leave of absence at least thirty (30) school days prior to the expected date for such leave.
  - 2. A pregnant employee should notify the principal's office as soon as she has confirmation of her pregnancy and shall accompany such notice with a physician's written statement setting forth that she is physically able to continue working.



3. Subsequent physician's statements may be required by the Board from the teacher's physician at the teacher's expense.
  4. Before the employee can return from the leave, she must submit a physician's statement confirming her physical ability to perform all the regular and normal duties and functions of her position, by the physician at her expense.
  5. The teacher will be returned to the same position in the school system, providing she makes application within eight (8) months of the next immediate succeeding school year following the commencement of her leave of absence. In the event that any teacher does not apply for reinstatement within the time limit set forth above, but makes such application within four (4) years of commencement of her leave of absence, she shall receive first consideration in case of an opening in the school system for which she is qualified.
  6. Failure to return to work as set forth herein or failure to follow the above requirements and responsibilities, where possible, shall mean that her employment may be terminated.
  7. Any female adopting a child and wishing to utilize these provisions shall give notice as soon as possible as to when such leave is desired.
- (F) A leave of absence without pay or increment of up to one (1) year may, upon the approval of the Board, be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
- (G) The Board may grant a leave of absence without pay or increment to any teacher to campaign for or serve in a public office, such leave to be not less than one (1) semester nor more than the term of such office.
- (H) Other leaves of absence without pay may be granted by the Board.
- (I) No benefits shall accrue to a teacher during a leave of absence except as otherwise stated herein. Upon return from leave, his accumulated unused sick leave benefit accumulated at the time the leave commenced will be restored to him.



- (J) All requests for extended leaves will be applied for and granted in writing. The teacher must apply for the leave at least sixty (60) days prior to its commencement, except in cases of emergency, and must notify the Board of his intention to return from such leave at least sixty (60) days prior to return.

11:3 Sabbatical Leave: Pursuant to Section 380.1235 of the School Code of 1976, teachers who have been employed for seven (7) years may be granted sabbatical leave at the discretion of the Board subject to the following conditions:

- (A) No more than one (1) teacher will be absent on sabbatical leave at any one time.
- (B) Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent no later than March 1 of the school year preceding the school year for which the sabbatical leave is requested. Preference in granting such leaves will be given on the basis of length of service in the system.
- (C) The teacher has completed at least seven (7) consecutive full school years of service in the Gladstone school system.
- (D) Teachers on a sabbatical leave will be paid at one-half (1/2) their annual salary rate for a full year's leave or one-quarter (1/4) of their annual salary rate for a semester's leave.
1. Any N.D.E.A., N.S.F., or other government or private grant will be included as a part of the Board's obligation.
- (E) The teacher will agree, in writing, to return to employment in the Gladstone school system for one (1) full year in the event of a semester's leave, or two (2) full years in the event of a full year's leave. If a teacher fails to return for the required time, he will be liable for repayment to the District of a proportionate amount of the leave pay received.
- (F) A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature, seniority and status.
- (G) Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying the salary schedule set forth in Schedule A of this Agreement.



- (H) All sabbatical leaves will be considered as long as the purpose of the leave is to promote the teacher's knowledge and proficiency in his/her particular subject matter area or mutually agreed upon related area or in a position for which he/she is currently being considered.
- (I) Sabbatical leaves for educational purposes will require that the teacher carry a full college or university credit load. All credits must be taken at an accredited university or college. Verification of credits must be forwarded to the Superintendent's office at the completion of the sabbatical leave. Failure to complete the credit requirements mentioned above will result in a pro-rated deduction of sabbatical leave pay.

## SECTION 12

### TEACHER EVALUATION

The Board has the authority to observe and evaluate the performance of a teacher. The evaluation shall be conducted by a building principal or a designee. The work performance of all teachers shall be summarized in writing. Teachers will be given a copy of any evaluation prepared and will have the right to discuss such report with their supervisor. The teacher will sign the report signifying receipt of the same.

#### 12:1 Procedure:

- (A) Probationary Teachers: Probationary teachers shall be evaluated not less than once per semester based on at least one classroom observation. The Administrator or his or her designee shall confer with the teacher either before and/or after each evaluation and provide the teacher with a copy of the evaluation.
- (B) Tenure Teachers: Tenure teachers shall be evaluated formally at least once every three (3) years. The evaluation shall be based on at least one minimum classroom observation time of thirty (30) consecutive minutes. A written copy will be provided to the teacher.

12:2 Evaluation Copies: Two (2) copies of all evaluations shall be given to the teacher. He or she shall sign both copies to indicate that he or she has read the document prior to distribution and filing. The teacher shall return on signed copy to the evaluator and keep one for his or her records. A teacher may disagree with any portion of the evaluation and state reasons in writing within five (5) school days.



12:3 Teacher Response: In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file. A receipt will be either attached or a part of the evaluation to be signed by the teacher to signify that they have received a copy. This receipt does not imply or indicate agreement with the evaluation, which may be expressed in writing as mentioned above. Teacher evaluations for which there is disagreement where there is no action taken regarding demotion or dismissal will be excluded from the grievance procedure.

12:4 Teaching Coach: A "teaching coach" shall be assigned to every probationary teacher upon entrance of the teacher into the system. The "teaching coach", insofar as possible, shall be a tenure teacher with a minimum of five (5) years' teaching experience and shall be engaged in teaching within the same grade, building, or discipline as the probationary teacher. It shall be the duty of the teaching coach to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system. If requested by the Administration, written observation shall be forwarded to the Administration by the teaching coach. These written observations will in no way serve as an evaluation instrument in any determination regarding the hiring or non-hiring of the probationary teacher. No teacher shall unreasonably refuse to serve as a teaching coach if so requested by the Administration.

12:5 No Additional Compensation: The teaching coach shall not obtain additional compensation for such time spent counseling or observing the probationary teacher to whom he is assigned; nor shall release time be given for these purposes.

12:6 Final Evaluation Report: No later than March 22 of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the Administration and the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a teacher is not continued in employment, the Board will provide a hearing where requested.

12:7 Right to Review Personal File: Each teacher shall have the right, upon request, to review at reasonable times the contents of his own personal 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, where available, the following minimum items of information:

- such TB report as mandated by law and required medical information
- all teacher evaluation reports
- copies of annual contracts
- teacher certificate
- a transcript of academic records
- tenure recommendation

The teacher shall have an opportunity to respond to any material in his personal file, and such response shall become a part of said file.

12:8 Presence of Association Representative: A teacher shall at all times be entitled to have present another representative of the Association when he is being reprimanded or disciplined for any infraction of rules, or delinquency in professional performance. When a request for such representation is made by the teacher, no action shall be taken with respect to the teacher until such representative of the Association is present. Such meeting is to be held at the earliest reasonably possible time.

12:9 Discipline for Just Cause: No teacher shall be disciplined, reprimanded, or reduced in compensation without just cause. Any such discipline, reprimand, or reduction in rank or compensation shall be subject to the professional grievance negotiations procedure hereinafter set forth. This paragraph shall specifically not apply to probationary teachers.

### SECTION 13

#### PROTECTION OF TEACHERS

13:1 Student Disruption of Class: If any student repeatedly disrupts the class and appears to be emotionally disturbed, the concerned teacher shall report such student to the Superintendent or the Principal. The Board shall see that the student be examined by a qualified physician or psychiatrist at the Board's expense provided that such examination is legally permissible and agreed to by the parent or guardian of the student or approved by an appropriate court. If the examiner finds that the student is emotionally disturbed and should be removed from the class, the Board will take action to remove such student from the class to the extent permitted by law.

13:2 Assault on Teacher: Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault.



After suitable investigation of an assault on a teacher, the Board will reimburse teachers up to a maximum of \$200.00 for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises not involving intentional misconduct or personal negligence on the part of the teacher.

13:3 Liability Insurance: The Board will provide liability insurance to protect the teachers in case of suit against them for action or incidents occurring in the line of duty.

13:4 Complaints of Parents: Any consistent and severe complaints directed to the Administration by a parent of a student shall be promptly called to the attention of the teacher. In the event of a written reprimand, the teacher shall be informed of any complaining parent's name.

13:5 Amount of Insurance: The auxiliary liability policy will cover liability within the limits of \$500,000.00.

13:6 Discipline of Students: Teachers shall be responsible for creating and maintaining conditions conducive to learning and discipline. When disruptive behavior by students is abnormally frequent, the teacher involved may be counseled by the appropriate representative of the Board. In the event a teacher excludes a student from his class for disciplinary purposes, the teacher must report the incident to the principal and furnish full particulars in writing upon request, and meet with the principal to review the background and proper steps to be taken and to set up a meeting with the student's parents and principal, if deemed necessary by the principal. Failure to follow these procedures can lead to disciplinary action against the teacher. Teachers shall observe rules concerning punishment of students as may be established by the Board.

13:7 Student's Actions: When characteristics which resemble substance abuse appear in a student's actions, the teacher will notify the principal's office orally, or in writing if requested by the principal.

An exploratory conference may be held, at the discretion of the principal, with those individuals deemed important by the principal to explore the causes of the exhibited characteristics. The teacher will attend such conference and subsequent conferences if requested. Further conferences may be held upon request by the Administration or the School Board.

Results of the conference or conferences will dictate appropriate future steps. Such steps, if proper or necessary, will follow the procedure now used, or hereafter created, by the Board.



13:8 Statement of Disciplinary Rules: The Board will provide a statement of the rules, regulations, and procedures governing discipline, suspension and expulsion of students, and position regarding corporal punishment. This statement was distributed during the first week of the school year of 1981-82; any significant changes thereafter will be distributed.

#### SECTION 14

##### NEGOTIATION PROCEDURES

14:1 Contract Not Reopened: This contract shall not be reopened, except as provided herein.

14:2 Commencement of Negotiations: At least sixty (60) days prior to the expiration of this agreement, the parties will likewise begin negotiations for a new agreement.

14:3 Selection of Own Representatives: In any negotiations described in this section, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association.

14:4 Failure to Reach Agreement: If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of contract.

14:5 No-Strike Provision: The Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strike and work stoppages shall be deemed to include but are not limited to, slow-downs, stoppages of any kind, sit-ins, and "blue flu". There shall be no picketing or demonstrating during contractually assigned duty time.

14:6 Association Prohibitions: Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any strike as defined in 14:5(1) above, against the Board by any teacher or group of teachers.

14:7 Right to Discipline: The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision.



## SECTION 15

### GRIEVANCE PROCEDURES

15:1 Definition of Grievance: A "grievance" is any alleged violation of the terms of this Agreement.

15:2 Time Limits: All time limits herein shall consist of school days. Time limits may be extended upon mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform.

15:3 Association Representative: The employer agrees that the Association may designate a Grievance Committee representative and an alternate who shall be teachers with tenure status with the employer. In addition, such teacher must have been employed in the building for at least one (1) year. It is understood that the alternate shall act only in the absence of the regular Committee member. The Association will furnish the employer with the names of its Grievance Committee representatives and alternates and such changes may occur from time to time in such personnel, so that the employer may at all times be advised with whom it may be dealing. Until the employer has received written notice from the Association, it shall not be required to deal with such teachers purporting to be representatives. It is understood that grievance procedures will be handled at times other than when the teacher is in class. In the event, in the handling of a grievance, it becomes necessary for the Committee representative to leave his class, he shall first obtain permission from his supervisor which shall not be unreasonably withheld. The privileges of the Committee representatives leaving their work during working hours without loss of time or pay is subject to the understanding that such time shall be devoted to the proper handling of the grievance; will be done expeditiously, and with as little interruption of work, as possible, must not leave any students unattended, and that this privilege will not be abused. If the Committee representative is required to go into another building other than his own in the handling of a grievance, the principals at both buildings (or all buildings involved) must be notified. Except as set forth anywhere in this Agreement, and except for reasonable periods of time to be utilized by the president of the Association, which do not interfere with his duties, no Committee representative or any other employee shall be granted assigned duty time off for the purpose of handling Association matters, affairs, or grievances, unless specific permission has been granted by the supervisor or principal.



**15:4 Steps:** In the handling and processing of a grievance the following procedure shall apply:

**STEP 1:** Any teacher who believes he has a grievance shall have five (5) days from the occurrence of the alleged grievance to file an official written grievance form with his immediate supervisor. In the case of a class action grievance this step will begin with the Superintendent. It is expressly understood by both parties that reasonable efforts to settle the alleged grievance in an informal manner will be conducted during this five (5) day period. These informal meetings may be attended by an Association representative and/or a Board representative if requested by either the grievant or the involved Administrator. If an informal settlement of the alleged grievance is unsuccessful and a formal grievance is filed, the involved Administrator shall have five (5) days to return a written response to the grievant.

**STEP 2:** If the grievant is not satisfied with the written response at Step 1, he shall notify the Superintendent within five (5) days. Within ten (10) days after such written notification, a hearing involving the grievant, a representative from the Association Grievance Committee if desired by the employee, a representative from the Michigan Education Association if desired by the employee, the grievant's immediate superior, the Superintendent, some member or members of the Board's Personnel Committee, the Board's attorney, if requested by the Board, shall be held for the purpose of determining the validity of the grievance. After the completion of such a hearing, the Board will have fifteen (15) days to return to the grievant and the Association its written decision regarding the grievance.

**STEP 3:** If the alleged grievance is not settled at Step 2, the matter may be referred to arbitration. The matter may be referred to arbitration only by the Association, provided that notice to refer the matter is given to the Board within ten (10) days from the date of the Board's written decision at Step 2. Within five (5) days after the date of the written request for arbitration, a committee of the Board or its designated representative and the Association or its designated representative shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the Michigan Employment Relations Commission to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the Rules of the Michigan Employment Relations Commission.

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



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

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

15:5 Interim Management: The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

15:6 Carrying Out Orders: In the event the alleged grievance involves an order, requirements, etc., the grievant shall fulfill or carry out such order or requirements, etc., pending the final decision of the grievance.

15:7 Informal Resolution: Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the employer; provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the employer is not inconsistent with the terms of this Agreement.

15:8 Exclusivity of Tenure Act Remedy: A complaint or dispute involving the discharge, termination, demotion, or the extension of the period of probation of a teacher shall not be subject to the grievance and arbitration provisions if that teacher's case could be heard pursuant to the Michigan Tenure of Teachers Act.

15:9 Rights to Representation: No teacher may be represented by any teacher organization other than the Association in any grievance procedure initiated pursuant to this Agreement.

15:10 Miscellaneous:

- (A) If, in the judgment of the Association Grievance Committee, a grievance affects a group or class of teachers, the Association Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step 2.



- (B) Copies of all written decisions of grievances shall be sent to all parties involved and the Association secretary.
- (C) No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- (D) All documents, communications, or records dealing with a grievance shall be filed separately from the personal files of the participants.
- (E) Forms for filing and processing grievances shall be designed by the Superintendent and the PN Committee and shall be given appropriate distribution so as to facilitate the operation of the grievance problem.
- (F) Access shall be made available to records of all information necessary to the determination and processing of the grievance. Teachers' personal files shall be examined by the Association only upon written prior approval of the teacher submitted to the Superintendent.

#### SECTION 16

##### MISCELLANEOUS PROVISIONS

16:1 Opportunity to Consult: The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the District and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereof prior to general publication.

16:2 Status of Agreement: This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts, which are hereby made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

16:3 Printing of Copies: Copies of this Agreement and the Gladstone Schools Handbook shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.



16:4 Savings Clause: If any provisions of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

16:5 Necessity to Negotiate: The Association and the Board intend this agreement to cover any and all problems and questions arising between them. It shall specifically be unnecessary for any party to negotiate or bargain upon any area covered or not covered by the terms of this agreement. In all such instances, no new area shall be bargained or negotiated upon, until this agreement shall have been lawfully terminated or has expired, or until there shall be mutual written agreement by and between the parties. If any provision of this agreement is declared void under any federal or state law by any court, the parties agree to use reasonable efforts to bargain regarding a replacement provision over the same substantive area only, including such area's dollar value.

16:6 Length of Service: Length of service is defined as actual days paid for by the Gladstone Schools, not to include days spent as a substitute teacher. In the circumstances of more than one individual beginning employment on the same date, all individuals affected will participate in a drawing to determine position on the length of service list. The Association and teacher(s) so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance. Length of service will be determined to be on a district wide basis and not on a building basis.

A seniority list will be sent to the local Association president and posted in each school by October 15 of each year.

16:7 Section Headings: The various section and subsection headings of this Agreement have been added for the convenience of the reader, and, accordingly, they shall not be utilized in the interpretation of the meaning of the various terms and provisions of the Agreement. Only the language of the Agreement itself shall be utilized for purposes of interpretation.

16:8 Gender and Number: Any reference to masculine gender or singular number shall be deemed to include feminine gender or plural number, if the context requires.

16:9 Smoking Areas: The Board agrees to designate smoking areas within each of its buildings.



SECTION 17

DURATION OF AGREEMENT

This Agreement shall be effective as of June 11, 1990 and shall continue in effect until the 30th day of June, 1993, except that the effective date of this Agreement shall not obligate the Board to make any wage payments or extend any other benefits which shall cause the Board to be in violation of any federal statute, regulation, or rule dealing with price and wage controls. The contract may be reopened upon the approval of both parties. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

GLADSTONE AREA SCHOOLS  
BOARD OF EDUCATION

UPPER PENINSULA EDUCATION  
ASSOCIATION AND THE MICHIGAN  
EDUCATION ASSOCIATION

By: \_\_\_\_\_

Its President

By: \_\_\_\_\_

Its Secretary

By: \_\_\_\_\_

Its \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_



**SCHEDULE A**  
**1990-1991**

EXPER.	INDEX	BACHELOR'S DEGREE	CONTINUING/ PERM. CERTIFICATE	MASTER'S DEGREE	MA +15	M.A.+ 30/2 M.A.
0	1.00	20,900	21,500	22,100	22,700	23,300
1	1.04	21,736	22,360	22,984	23,608	24,232
2	1.07	22,363	23,005	23,647	24,289	24,931
3	1.11	23,199	23,865	24,531	25,197	25,863
4	1.15	24,035	24,725	25,415	26,105	26,795
5	1.20	25,080	25,800	26,520	27,240	27,960
6	1.24	25,916	26,660	27,404	28,148	28,892
7	1.31	27,379	28,165	28,951	29,737	30,523
8	1.36	28,424	29,240	30,056	30,872	31,688
9	1.43	29,887	30,745	31,603	32,461	33,319
10	1.50	31,350	32,250	33,150	34,050	34,950
11	1.61	33,649	34,615	35,581	36,547	37,513
12-13	1.61	34,249	35,215	36,181	37,147	38,113
14	1.68	35,112	36,120	37,128	38,136	39,144
15-18	1.68	35,712	36,720	37,728	38,736	39,744
19	1.74	36,366	37,410	38,454	39,498	40,542
20-23	1.74	36,966	38,010	39,054	40,098	41,142
24	1.81	37,829	38,915	40,001	41,087	42,173
24+	1.81	38,429	39,515	40,601	41,687	42,773

All teachers who do not move a step upward on the salary schedule (i.e. 12-13 years, 15-18 years, 20-23 years, or above 24 years) receive a longevity bonus of \$600.00.



SCHEDULE A  
1991-92

EXPER.	INDEX	BACHELOR'S DEGREE	CONTINUING/ PERM. CERTIFICATE	MASTER'S DEGREE	MA +15	M.A.+ 30/2 M.A.
0	1.00	22,050	22,650	23,250	23,850	24,450
1	1.04	22,932	23,556	24,180	24,804	25,428
2	1.07	23,594	24,236	24,878	25,520	26,162
3	1.11	24,476	25,142	25,808	26,474	27,140
4	1.15	25,358	26,048	26,738	27,428	28,118
5	1.20	26,460	27,180	27,900	28,620	29,340
6	1.24	27,342	28,086	28,830	29,574	30,318
7	1.31	28,886	29,672	30,458	31,244	32,030
8	1.36	29,988	30,804	31,620	32,436	33,252
9	1.43	31,532	32,390	33,248	34,106	34,964
10	1.50	33,075	33,975	34,875	35,775	36,675
11	1.61	35,501	36,467	37,433	38,399	39,365
12-13	1.61	36,101	37,067	38,033	38,999	39,965
14	1.68	37,044	38,052	39,060	40,068	41,076
15-17	1.68	37,644	38,652	39,660	40,668	41,676
18	1.74	38,367	39,411	40,455	41,499	42,543
19-22	1.74	38,967	40,011	41,055	42,099	43,143
23	1.81	39,911	40,997	42,083	43,164	44,255
23+	1.81	40,511	41,597	42,683	43,769	44,855

All teachers who do not move a step upward on the salary schedule (i.e. 12-13 years, 15-17 years, 19-22 years, or above 23 years) receive a longevity bonus of \$600.00.



SCHEDULE A  
1992-1993

EXPER.	INDEX	BACHELOR'S DEGREE	CONTINUING/ PERM. CERTIFICATE	MASTER'S DEGREE	MA +15	M.A.+ 30/2 MA
0	1.00	23,262	23,862	24,462	25,062	25,662
1	1.04	24,192	24,816	25,440	26,064	26,688
2	1.07	24,890	25,532	26,174	26,816	27,458
3	1.11	25,821	26,487	27,153	27,819	28,485
4	1.15	26,751	27,441	28,131	28,821	29,511
5	1.20	27,914	28,634	29,354	30,074	30,794
6	1.24	28,845	29,589	30,333	31,077	31,821
7	1.31	30,473	31,259	32,045	32,831	33,617
8	1.36	31,636	32,452	33,268	34,084	34,900
9	1.43	33,265	34,123	34,981	35,839	36,697
10	1.50	34,893	35,793	36,693	37,593	38,493
11	1.61	37,452	38,418	39,384	40,350	41,316
12-13	1.61	38,052	39,018	39,984	40,950	41,916
14	1.68	39,080	40,088	41,096	42,104	43,112
15-17	1.68	39,680	40,688	41,696	42,704	43,712
18	1.74	40,476	41,520	42,564	43,608	44,652
19-21	1.74	41,076	42,120	43,164	44,208	45,252
22	1.81	42,104	43,190	44,276	45,362	46,448
22+	1.81	42,704	43,790	44,876	45,962	47,048

All teachers who do not move a step upward on the salary schedule (i.e. 12-13 years, 15-17 years, 19-21 years, or above 22 years) receive a longevity bonus of \$600.00.



SCHEDULE B

(These percentages are based on the BA column  
of Salary Schedule A)

Maximum of ten (10) years credit

<u>I. ATHLETIC ACTIVITIES</u>	<u>PERCENT</u>
Varsity football coach	12%
Equipment Handling	2%
Assistant varsity football coach	9%
JV football coach	9%
Assistant JV football coach	7%
Freshman football coach	9%
Assistant freshman football coach	7%
Girls' Varsity basketball coach	12%
Girls' JV basketball coach	9%
Boys' Varsity basketball coach	12%
Boys' JV basketball coach	9%
Boys' freshman basketball coach	9%
8th grade basketball coach	5%
7th grade basketball coach	5%
Cross-country coach	7%
Assistant cross-country coach	3%
Wrestling coach	12%
Assistant wrestling coach	8%
Gymnastics coach	10%
Assistant gymnastics coach	5%
Varsity track coach	8%
Assistant track coach	5%
Junior High track coach	4%
Golf coach (boys and girls)	7%
Tennis coach	5%
Cheerleading coach	7%
Assistant cheerleading coach	3%
Athletic contest supervisor	\$10.00/game
Bus chaperons (fan bus)	\$10.00/game
Ticket sellers	\$12.00/game
Timers	\$10.00/game
- Varsity contests	\$10.00/game
- Other contests	\$ 8.80/game
Score keepers	\$10.00/game
- Varsity contests	\$10.00/game
Home games	\$10.00/game
Away games	\$10.00/game
- Other contests	\$ 8.80/game
Home games	\$ 8.80/game
Away games	\$ 8.80/game



II. FINE ARTS ACTIVITIES

PERCENT

Marching band	5%
Concert band	3%
Symphonic band	3%
Jazz band	3%
Pep band	2%
High school chorus	3%
8th grade band	2%
8th grade chorus	2%
7th grade chorus	1%
Summer beginning band	1.5%
Dramatics (per play)	3%
Fine arts club	3%

III. SCHOOL ACTIVITIES

Yearbook advisor (8% w/o Journalism)	4%
Newspaper advisor (8% w/o Journalism)	5%
Quill & Scroll advisor	3%
Student council advisor - high school	4%
National Honor Society advisor	2%
High School Bowl advisor	2%
Senior class advisor	2%
Dance chaperons	\$15.00
Noon supervision - high school	\$770.00
Department heads:	
*Social Studies	Industrial Arts
*Mathematics	Home Economics
*English	Physical Ed.     *\$250.00
*Science	Business         175.00
	Language
	Music
	Art

IV. DRIVER EDUCATION (hourly rate)

1990-91	-	\$15.00
1991-92	-	\$15.50
1992-93	-	\$16.00

Coaches of fall sports (football, girls' basketball, and cross-country) will be paid one-third of their Schedule B salary on the first payday of the school year. Other Schedule B paydays will be the second payday in November, the second payday in March and the final payday of the school year. Year-long activities will be paid on the final payday or divided among the three paydays, as noted, upon request.

Job descriptions for all Schedule B positions will be written by the end of the 1989-90 school year.



The Board's obligation to pay any amount on Schedule B for salary is subject to the Board's decision to run the various programs and fill the various positions.

All additional professional compensation provided under Schedule B shall be paid only when an individual has been officially appointed and the appointment has been acted upon by the Board prior to the performing of the extra-curricular assignment.