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Cass City Board of Education

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Cass City Michigan Education Association

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Cass City Board of Education

MEA
1216 Hendrick
East Lansing, Mich. 48823

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ARTICLE I
General Terms

A. Cass City Education Association Agreement with the Board of Education.

This Agreement dated July 1, 1967 between The Board of Education of the Cass City Public Schools, Cass City Michigan, hereafter called the Board, and the Cass City Education Association, hereafter called the Association, shall continue in full force and effect without change until June 30, 1968.

B. Beginning not later than March 1 of the calendar year in which this Agreement expires, the Cass City Teachers' Education Association and the Board agree to negotiate over a Successor Agreement in accordance with the procedures set forth herein in a good-faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Any Agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the board and the Cass City Michigan Education Association.

C. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE II

Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all teaching personnel who are employed and certified on a regular basis, including personnel on tenure and probation, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel. The term teacher, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE III

Teacher Rights

A. Every teacher shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities.

B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, subject to normal building charges and standard application procedures.

C. No teacher shall be prevented from wearing insignia, pins or other customary identification of membership in the Association either on or off school premises.

D. Bulletin boards and other established media of communication shall be made available to the Association and its members for official organization materials but must be limited in such a way as to avoid student involvement in organizational affairs as determined by the administration.

E. The Board agrees to furnish to the Association in response to reasonable requests from time to time all readily available public information. The Association will pay the costs for any extra work performed by office or administrative personnel at the specific request of the Association. Billing will be based on the actual cost to the district and is an agreed legal obligation of the Association.

F. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teacher hereunder shall be deemed to be in addition to those provided elsewhere.

G. Nothing contained in this agreement will deprive the teacher of any right which he has under the Michigan Tenure Act with regard to Tenure Teachers.

ARTICLE IV

Board Rights

A. 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.

ARTICLE V

Grievances

A. Definitions:

1. Grievances: A grievance is an unsolved complaint alleging a violation of a specific article and section of this agreement. Grievances are processed only through written communications as outlined in this section.
2. Complaints are minor disagreements resolved through informal communication usually verbal.
3. Faculty personnel are all regularly employed certified teachers not on administrative contracts.

Any individual employee at any time may present grievances to his employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect.

B. Grievances

1. Faculty personnel may present any grievance with the full assurance that such presentation will in no way prejudice their standing or status within the school system.
2. All grievances will be submitted in writing, first at the level of origin. The level of origin will either be with the building principal or the superintendent.

C. Procedure:

1. All grievances must be submitted to the building principal stating the nature of the grievance, the article and section of the grievance allegedly violated and the remedy requested and signed by the teacher if a solution is not reached after informal discussion with the principal after receiving the grievance. The building principal will submit a written reply to the teacher within 5 school days. Should a written reply not be submitted to the teacher within 5 days the

grievance will automatically move to step two. Should the teacher wish to appeal the decision of the principal he may within 5 days submit to the superintendent in writing the alledged grievance and his reasons for not agreeing with the decision of the principal.

2. The superintendent will submit a reply in writing within 5 school days after receiving a grievance. Should the Superintendent not submit a written reply within 5 school days after receiving the grievance, it will automatically be considered by the Board of Education at the next regular meeting which will allow 10 days for consideration. The Board will submit a written reply to the teacher within 5 days after the Board hearing.
3. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:
 - (a) The termination of services of or failure to re-employ any probationary teacher:
 - (b) The placing of a non-tenure teacher on a third year of probation:
 - (c) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan, as amended).

D. Optional Step:

1. If both parties agree, the following step may be included in a grievance process although it cannot legally replace the right of either organization to appeal to the Labor Mediation Board.
2. In case an impasse develops which cannot be resolved by the parties involved, an advisory board may be appointed. One member of the advisory board shall be appointed by the board of education, and one

member shall be appointed by the Cass City Chapter, Michigan Education Association. A third member, who shall be chairman, shall be selected by the two thus appointed. No member of the advisor board shall be a member of the board of education or an employee of the school district.

3. The advisory board shall be asked to make recommendations for settlement as soon as possible. The advisory board shall determine its own procedure. Recommendations shall be communicated in writing, to both the board of education and the Cass City Chapter, Michigan Education Association, and these recommendations will be made public.
4. Any expense which may be incurred in jointly securing and utilizing the services of any individual, committee or advisory board shall be shared equally by the board of education and the Cass City Chapter, Michigan Education Association.
5. Expenses incurred individually by either organization must be assumed by that organization.

E.. Remuneration

1. Any financial adjustments as a result of a grievance shall be retroactive only to the submission date of the grievance unless approved by formal Board action.
2. There shall be no liability for special compensation on the part of the Board to a teacher for submission of a grievance.
3. Grievances involving financial remuneration shall apply only to the amount of earnings actually lost, with deduction of all sums earned, or which by the exercise of reasonable diligence could have been earned during back pay period.

ARTICLE VI

Discipline of Teachers

A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of teachers.

B. No Teacher shall be disciplined, including reprimand, suspension with or without pay demotion or discharge, without just cause. Just cause shall include, but not be limited to:

1. Incompetence.
2. Insubordination.
3. Moral misconduct.
4. Physical and/or mental incapability.
5. Willful and/or flagrant violation of the terms of this Agreement.

Notwithstanding the foregoing, in the case of the discipline of a Tenure teacher within the meaning of the Michigan Tenure of Teachers Act, just cause shall be determined under that Act.

C. Discipline of teachers shall be subject to the grievance procedure provided, however, that (1) as to probationary teachers, the Board may give such notices of unsatisfactory work and such other notices as shall be required or permitted by the Michigan Tenure of Teachers Act during the pendency of any grievance, and (2) as to teachers on Tenure or Continuing contracts pending grievances shall be dismissed upon the filing of written charges under the Michigan Tenure of Teachers Act; and the Tenure Act shall thereafter govern all proceedings against the teacher.

ARTICLE VII

Teaching Conditions

A. The Board shall furnish without charge gym uniforms for all physical education teachers, smocks for art teachers, home economics, manual training, and chemistry teachers to be used for school purposes only.

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, current periodicals, standard tests and questionnaires, and similiar 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.

C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

D. The Board shall make available in future schools, restrooms and lavatory facilities exclusively for teacher use and at least one room furnished, which shall be reserved for use as a faculty lounge. Existing buildings shall not be modified to reduce the foregoing teacher facilities.

E. The Board will carefully consider any accommodations made by the Association before adopting the school calendar as applies to holidays and vacations. The Association should present any calendar suggestions to the Superintendent prior to May 1st. If it is not possible to incorporate all Association suggestions regarding the calendar, the reasons it is not possible will be negotiated with the chapter before final adoption by the Board.

F. Because the pupil teacher ratio is an important aspect of the teacher's and educational programs effectiveness, the parties agree that class size should be lowered whenever possible. Teachers will report unsatisfactory work loads to the Association. The Association shall submit their recommendations to the Superintendent (no later than March 1st.) and shall represent the teacher, if requested to do so by the teacher in relieving the situation.

ARTICLE VIII

Teacher Responsibility

A. School hours

- (1) Teachers must report for duty twenty minutes before school begins and be in their classrooms not later than fifteen minutes before the beginning of the morning session. Teachers will be available for consultation at least one-half hour after the dismissal of school except on Friday.
- (2) In cases of emergency or illness, teachers are to contact their respective principals who will ;make arrangements for substitutes.

B. Presence in class

1. Teachers are responsible for conduct in their rooms while they are in charge. If it is necessary for them to leave the room for any length of time for any reason, they should get in touch with one of the principals or the main office. Urgent telephone calls only will be conveyed to the teacher during a class period.
2. Teachers who use the building at night must take full charge and responsibility for all students in their care.
3. It is expected that student-teacher relations will be those of the adult to youth both during and outside regular school hours. School fraternization between teacher and students is detrimental to the school and all parties concerned.

C. Attendance at all teachers institute is required or appearance on the job during the normal work hours of institute days.

D. Teachers are considered under contract for up to one week prior to the start of school or one week immediately following the school year for workshops. Reasonable notice of the workshops should be given by the

E. Discipline

1. Paddling of school pupils will be allowed only with administrative approval.

F. Accident Reports

1. A report of any accident must be filed with the Superintendent of Schools the day the accident occurs.

6. In order that a teacher be well informed in his field, he is required to attend at least one workshop every two years, approved by the administration; or one class in his field every five years. The Board agrees to pay all of the tuition and book fees that would arise under this provision. Classes reimbursed under this provision will not be given credit on the salary schedule and must have prior approval from the Superintendent.

- H. In the interest of community relations and the educational program, each teacher shall communicate personally with parents of this students whenever he or the parents feel necessary. A written report shall be made when something of vital interest is observed or learned. There shall be a minimum of fifteen teacher parent conferences during the school year. Teacher contacts with parents that do not make arrangements after the teacher communication will be credited as part of the minimum. The administration may ask for a listing of parents contacted so records of these contacts should be maintained by the teacher.

- I. An obligation of employment is the right of the Board to assign each teacher to one non-teaching student orientated activity.

- J. Having negotiated acceptable remuneration for teacher substitution during the conference period it shall become a requirement that any teacher asked to substitute during his conference period comply. Needless to say, the administration will attempt to hold conference period substituting to minimum and a teacher will be required to substitute only when no volunteers are available.

K. It shall be a requirement of employment that all teachers have a general outline in their lesson plan books that projects ahead one week and a detailed outline that projects ahead one day.

ARTICLE IX

Personnel Placement

A. Transfers

1. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

B. Vacancies and Promotions

Whenever an administrative vacancy in the district shall occur, the Board shall publicize the same. Any teacher may apply for such vacancy. In filling such a vacancy, the Board agrees to consider the professional background and attainments of all applicants, their length of service in the system and other relevant factors.

C. Teacher Assignment.

The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary grades, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the board, the board will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfer and changes of assignments shall be on a voluntary basis whenever possible.

Whenever a vacancy exists in the school system, any teacher in this system who requests another assignment will, if qualified, be given due consideration by the administration and Board. Teachers wishing a change in assignment should submit a written request to the Superintendent and the principal to whom they are requesting assignment.

ARTICLE X

Leave

Leave for personal illness, emergencies, and business

A. Sick leave

1. All regularly employed personnel shall be granted ten school days sick leave per year. All earned, but not used, leave days will be allowed to accumulate at the end of each year until such accumulation shall reach the limit of 90 days.
2. All requests for sick leave must be submitted to and approved by the Superintendent or his designated representative.
3. In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by an independent physician.

B. Emergencies

1. Leave may be granted to teachers at the discretion of the Superintendent for the following reasons:
 - (a) Quarantine of employees or employee's living quarters.
 - (b) Death in the immediate family.
 - (c) At the discretion of the Superintendent of Schools, a teacher may attend funerals of close associates.
 - (d) Serious illness in the immediate family.
 - (e) Required court appearance under subpoena.
 - (f) Emergencies and catastrophies.
 - (g) Adoption.
 - (h) Maternity.

C. Business Days.

1. Teachers will be entitled to not more than two days each year for important personal business. Neither of these two days will be used for interview purposes. The second business day, if used, will be deducted from sick leave.

2. An application for a personal business leave, containing the reasons for the leave, must be submitted to the Superintendent or his designated representative in writing at least one week in advance (except in the event of an emergency when a shorter notice may be acceptable).
3. Personal business means an activity that requires the teacher's presense during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session.
4. A personal business leave day shall not be granted for the day preceeding or the day following holidays or vacations, and the first and last days of the school year, except for extreme emergencies.

D. Absence from teaching because of official school business will not be deducted from sick leave but must be approved by the school Superintendent. This covers such matters as conventions, conferences, meetings, and speaking engagements.

1. Teachers will be allowed to visit other classrooms either in the same or different school systems subject to the approval of the Superintendent.
2. Personnel who take off additional time other than regular vacation will not be paid.

Extended Leave

E. Military Leave (Extended Leave)

Any regularly employed teacher of the Cass City Public Schools who may enlist or be conscripted in the defense forces of the United States for service or training shall be reinstated to his position in the school system upon honorable discharge from the branch of service in which he has served as soon as employment in his area is available. Employment will start at the beginning of the next school year following the teacher's discharge, if possible.

F. Pregnancy (Extended Leave)

When it becomes known or obviously apparent that a member of the faculty is pregnant, they may be asked to leave or terminate their contract. Any teacher may ask to have their case reviewed by the administration and

Board of Education.

G. Adoption (Extended Leave)

Teachers will be granted a leave of absence for the purpose of adoption. It is requested that when the decision is made to adopt, the teacher will inform the Board of Education. It is mandatory for the teacher to inform the Board when adoption application is made. After formal application is made, the teacher will be granted a leave of absence unless an extension is agreed upon by the Board of Education and the teacher.

H. Any teacher taking an extended leave of absence shall notify the Board of Education, in writing, within one (1) year of his leave date of his intention to return and shall be available within one year after notification for regular employment. The Board agrees to reinstate said teacher when a position is available. Should a teacher notify the Board that he is available and when offered a suitable position not accept, he loses all rights under this contract.

I. All extended leave is without pay.

ARTICLE XI

Resignations

- A. A written notice of resignation shall be filed with the Superintendent of Schools at least sixty days prior to the close of school except in cases where extenuating circumstances may waive such notice. If contract conditions have not been determined at normal contract offering time because of delays in negotiations, teachers leaving the system should immediately notify the Superintendent in writing when they determine they will not be returning. Violation of this clause will constitute a violation of professional ethics and shall become a part of the personal record of an employee.
- B. A teacher who has signed his or her contract and then left to teach in another school system without fulfilling the terms of the Cass City School contract must be approved by the Cass City Board before being offered a contract.

ARTICLE XII

Protection of Teachers

1. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
2. Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his designated representative. In the event of such an assault, the teacher involved may request assistance of the Board in such matter. These requests shall be made in writing to the Superintendent who shall make a determination as to whether the conduct of the teacher making such request justifies any assistance from the Board, and the extent thereof. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workmens Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.
3. Any complaints by a parent, of a student, directed toward a teacher shall be promptly called to the teacher's attention if considered serious by the appropriate administrator.
4. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XIII

Teacher Tenure

A. Tenure Law

A teacher tenure law as adopted by the Michigan legislature is designed to insure fair employment and dismissal procedures for classroom teachers in the state. With this intent in mind the Cass City Board of Education has adopted a policy of tenure associated with classroom situations only. Administrative, semi-administrative, extra curricular and non-classroom positions will not be considered as tenure positions in the Cass City system. Specifically, some of the positions considered as non-tenure are Superintendent, Principal, Assistant Principal, Guidance Director, Librarian, Coaching and various sponsorships of clubs and classes. This policy is not to be interpreted in such a manner as to prohibit people in the afore-mentioned positions from being granted teacher tenure as a classroom teacher if they are involved in teaching duties for the prescribed probationary period. Rather, it is designed as a clear interpretation of the board policy that tenure is granted only for traditional classroom situations and only after skill and competence have been demonstrated in the classroom situation.

B. New Teachers

1. A new teacher will be placed on probation in accordance with the State Tenure law and during this time his work will be appraised by the Superintendent, Principal, Elementary Principal, or someone designated by the Superintendent of Schools and definite recommendations made to the Board of Education relative to his work. He will be supervised by the school administration and suggestions made when it is deemed necessary.
2. New teachers serving the apprentice period will be notified by April 1, if they are not to be offered a contract for the following year.

C. Teacher Evaluation.

1. All monitoring or observation of the work performance of a teacher

shall be conducted openly and with full knowledge of the teacher.

2. Each teacher shall have the right upon request to review the Cass City Teacher Evaluation sheets of his own personnel file.

ARTICLE XIV

Retirement of Teachers

1. Retirement shall be mandatory for all school personnel who shall attain the age of 65 years prior to the opening day of school in September of any given year.
2. Thirty days prior to the attainment of his 65th birthday, but no later than the first day of March of a given year, an employee, desiring re-employment upon retirement, may apply for such re-employment in writing. The letter requesting re-employment shall contain the following:

- a. Statement of intent.
- b. Statement of physical fitness as certified by qualified doctor of medicine.
- c. Position applied for.
- d. Statement of professional status.

After receiving said application, the Board of Education shall fix a time for review of the application. Such hearing shall be held before a closed meeting of the Board, Superintendent and the applicant. The Board reserves the right to request that the employee submit to a physical examination by a physician of the Board's choosing and to interview such other employees and supervisory personnel as necessary to enable the Board to make judgment in the matter.

3. Within 10 days following such hearing the Board shall advise the applicant in writing of its decision which shall be one of the following:
 - a. Complete retirement.
 - b. Re-employment at a different position.
 - c. Re-employment at the same position.
4. Re-employment shall be for a period of one year only. Any employee who desires to continue his re-employment beyond that time shall annually institute proceedings as provided above.

5. The Board reserves the right to call for a review of the re-employment of any employee over age 65, at any time, by giving 10 days notice to said employee of the hearing.

ARTICLE XV

Deductions for Association Dues

A. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. A sum of \$100 will be deducted from the gross pay of each teacher authorizing these deductions and the 26 pays of the teachers will be based on gross pay less \$100. The \$100 will be added to the teachers pay in two installments of \$50.00 , one each semester. Professional dues will be deducted from these two large checks in equal amounts provided further, that the Cass City Michigan Education Association will indemnify and save harmless the Cass City Board of Education for all sums improperly checked off and remitted plus any costs, including attorneys' fees incurred by the Board in connection therewith.

ARTICLE XVI

Miscellaneous Provisions

- A. 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 heretofore in effect. All future individual teacher contracts shall be 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.
- B. Copies of this Agreement shall be reproduced at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the one-year term of this agreement.

Schedule A

Teachers' Salary Schedule
1967-68

MA Degree

0 - 6300

1 - 6540

2 - 6780

3 - 7020

4 - 7260

5 - 7500

6 - 7740

7 - 7980

8 - 8220

9 - 8460

10 - 8700

BA Degree

0 - 6000

1 - 6230

2 - 6460

3 - 6690

4 - 6920

5 - 7150

6 - 7380

7 - 7610

8 - 7840

9 - 8070

10 - 8300

NON-DEGREE

60 - 90 hrs.

0 - 4950

1 - 5050

2 - 5200

3 - 5350

4 - 5500

5 - 5650

90 - 120 hrs.

0 - 5150

1 - 5300

2 - 5450

3 - 5600

4 - 5750

5 - 5900

1. A teacher attaining credits enough to be placed in a new salary bracket before school starts in September, will be placed in that bracket immediately. When teachers receive their degree, cognizance of that fact will be taken at the beginning of the following semester and their salary adjusted accordingly.
2. Experienced teachers in the system will be credited with up to five years outside experience.
3. After 15 semester hours credit towards a Master's Degree \$100 per year will be added to their salary the following semester. After a M. A. Degree \$100 per year will be paid when 10 semester hours credit have been earned in subjects specifically related to the subject matter taught or necessary for an additional degree.
4. Sick leave will be allowed 10 days per year, accumulative to 90 days. Upon retirement one-half (1/2) of the accumulated sick leave will be paid as terminal pay.
5. Teachers taking graduate work beyond a degree will be paid \$9.00 per semester or \$6.00 per term hour.
6. Pay checks are to be issued every two weeks on Friday.
7. Increments for part time teachers will be prorated on the basis of actual teaching experience (a teacher who has taught 2/7 of the school day is entitled to 2/7 of the increment).
8. Past experience will be evaluated in terms of actual time employed.
9. When teachers replace at administrative request during their conference period other teachers absent with administrative approval, the replacement teacher shall receive extra pay of \$4.00 per conference hour.
10. Teachers who do substitute teaching during their conference periods will be paid four times a year, in mid November, at the end of the first semester, around the first of April and at the end of the School year.
11. No payment will be made for sick leave unused at the time of a teacher's resignation dismissal, leave of absence, or death. Upon retirement, teachers

will receive payment for unused sick leave based on the rate of 1/2 their salary for the school year immediately preceding retirement.

12. Any teacher who uses his personal automobile on school business with administrative authorization shall be reimbursed at the rate of 10¢ per mile. This provision shall not apply to transit between school and home.