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OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

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Kenawee Co.
Deerfield

MASTER AGREEMENT

DEERFIELD PUBLIC SCHOOLS

EFFECTIVE JULY 1, 1966

Deerfield Board of Education

MEA
1216 Kendale
E. Lansing, MI
48823

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DEERFIELD EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this 14th day of June, 1966, by and between the Board of Education of the Township of Deerfield, Michigan, hereinafter called the "Board," and the Deerfield Education Association, hereinafter called the "Association."

WITNESSETH:-

WHEREAS the Board and Association recognize and declare that providing a quality education for the children of Deerfield is their mutual aim and that the character of such education depends in part upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize,

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, and on per diem appointments, classroom teachers, substitute teachers, guidance counselors, and librarians employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. The term "teacher," when used hereinafter in the 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.

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

C. 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 and the Michigan Education Association in ten (10) equal payments.

D. Nothing contained herein shall be construed to deny or restrict any teacher or Board rights either may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection as authorized by law. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, and the Board and Association agrees to be bound by any lawful order or award thereof.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings with approval of the building principal. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards shall be made available to the Association and its members for communications.

D. Teachers agree to abide by any regulations concerning the conduct, activities, and/or dress of teachers which would be consistent with good professional practices and in accord with the Code of Ethics of the Michigan Education Association and the National Education Association. Such regulations shall be developed jointly with and agreed to by the Association and will become binding only upon mutual agreement between the Board and the Association.

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E. 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 is public information and will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, with the exception of the personnel file.

ARTICLE III

Board Rights

"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:

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

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

ARTICLE IV

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, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of May of every year of this Agreement, either party may request the reopening of negotiation of such salary schedule.

B. It shall be considered a violation of this contract for the Board to employ a teacher at a salary higher or lower than that which is specifically stated for said teacher's level of experience, and/or preparation.

C. The salary schedule is based upon a normal weekly teaching load not to exceed 5 days per week nor 190 days per year. Activities such as P.T.A., parent-teacher conferences, and teacher meetings shall be considered a part of the regular teaching load. The administration is advised to plan a reasonable number of these during the school day after consultation with the Association if so requested.

D. Teachers shall be required to report to work for the 190-day contractual period with the beginning and final dates set by the Board.

E. The following legal holidays shall be observed and school closed:
Christmas: Beginning the end of the 4th calendar day prior to Christmas and ending the first school day following January 1, unless said day be a Friday;
Easter: Good Friday ending at noon plus 5 working days; Memorial Day;
Labor Day; Thanksgiving Day and the Friday immediately following.

F. A teacher 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 mediation, shall be released from regular duties. The provisions of this paragraph should not be used to interfere with the regular duties or performance of the regular duties of the teachers and the education of the teacher's students.

G. A maximum of four (4) days may be allowed for a representative of the Association to attend area or regional meetings of the MEA or NEA. Approval of the Superintendent shall be required for such attendance if to be without loss of salary.

ARTICLE V

Teaching Hours

A. The teacher's daily required time in the building shall not be less than seven (7) hours nor more than eight (8) hours including a lunch period of not less than thirty (30) minutes.

B. All teachers shall be entitled to a duty-free interrupted lunch period of no less than 30 minutes. All teachers shall be entitled to leave the building during their lunch period providing the teachers can leave and return within the lunch period.

G. No staff meetings shall be called during the lunch period except as provided in Article III, Section C, and with the consent of the Association president.

ARTICLE VI

Teaching Loads and Assignments

A. The normal weekly teaching load shall include one preparation period of not less than 45 minutes and one assigned non-teaching period per day. Should it be necessary, with the teacher's agreement, to assign an extra teaching period, in place of the preparation period, extra compensation shall be added. This compensation to be determined by dividing the base pay by the number of periods. The elementary teacher shall have the equivalent of the 5 junior and senior preparation periods per week. Any departure from these norms, except in case of emergency, shall be authorized with prior consultation with the teacher.

B. 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, outside the scope of their teaching certificates or their major or minor field of study. Should a teacher be assigned to a class which is outside his area of competency, the Board shall make no reference in writing as to the teacher's competence in the area nor consider such competency when determining probationary, tenure, or promotional status.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and when possible prior to June 1st. Such changes will be voluntary to the extent possible.

ARTICLE VII

Teaching Conditions

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

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the Board of Education will make a continuing effort to reach the state recommended standard.

B. In the event that essay or lengthy examinations of a written nature are required by the Board, the teacher shall be given a minimum of one-half day in which to grade such examinations if such examinations are required at the end of semesters. Such examinations shall conclude on a Friday.

C. In addition to the above-mentioned time, each teacher shall be given at least one full day prior to the distribution of report cards in order to average and enter grades on the report cards.

D. The Board shall make available one room in each school for adequate lunchroom, restroom, and lavatory facilities exclusively for teacher use and such room, appropriately furnished, shall be reserved for use as a faculty lounge in which smoking shall be permitted. Appropriate vending machines for beverages, etc., shall be allowed in said room at no expense to the Board.

E. Telephone facilities shall be made available to teachers for their reasonable use at no expense to the Board.

F. Adequate parking facilities shall be made available to teachers for their exclusive use. In the event the parking area is not paved, teachers shall be allowed to enter the building at the nearest entrance to the building. All parking shall be on school grounds.

G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless it reflects on his teaching ability or becomes detrimental to the educational goals or his relationship to his students, or personal conduct which reflects adversely upon the school system or the community.

H. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or associated with the activities of any employee organization unless said organization is subversive or un-American as declared and determined by the United States Department of Justice.

ARTICLE VIII

Sick Leave Pay

A. A beginning teacher shall be entitled to ten (10) days sick leave for the ensuing school year immediately upon signing his contract, but payable only upon commencing his assigned duties to which said contract applies.

B. Each teacher shall be entitled to an accumulation of the unused portion of each year's ten (10) day sick leave which shall be available in future years. Provided, however, such sick leave may not accumulate beyond ninety (90) days, including the current school year.

C. If any employee exceeds his allowable days of sick leave, his contractual salary shall be reduced by 1/190th for each day.

D. Accumulated sick leave is forfeited when a teacher leave the school system for teaching duties at another school system, and re-employment by the Deerfield Public Schools shall not reinstate such forfeited accumulation of sick leave.

E. Each teacher with prior accumulated sick leave, under contract, is entitled to all his previously accumulated sick leave, although he is not able to report for duty on the first day. However, if the teacher is unable to report for duty for the duration of his contract due to permanent sickness or injury, he will be entitled only to his accumulated sick leave, but not to sick leave which would have been earned for the current year.

ARTICLE IX

Leaves of Absence

A. Any tenure teacher whose personal illness extends beyond the period compensated under Article VIII shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, but not to exceed one (1) year for less than four (4) years of service or two (2) years for four (4) or more years of service.

B. Leaves of absence with pay chargeable against the teacher's allowance for sick leave shall be granted for the following reasons:

- (1) A maximum of five (5) days per school year for a critical illness in the immediate family as defined in C(1) of this Article.
- (2) One day when emergency illness in the family requires a teacher to make arrangements for necessary medical or nursing care.
- (3) Attendance at a ceremony awarding a degree to a staff member for such portion of the day as is necessary.
- (4) One (1) day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband, or wife.
- (5) Time necessary for the conduct of personal affairs which cannot normally be handled outside school hours, such as performance of religious obligations and medical and dental appointments when such appointments cannot be made at any other time.
- (6) Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance.

C. Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

- (1) A maximum of three (3) days per school year for a death in the immediate family. "Immediate family" has been interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, or any other member of the family or household who has clearly stood in the same relationship with the employee.
- (2) Time necessary to take the selective service physical examination.

D. Leaves of absence without pay may be granted upon application for the following purposes:

- (1) Study related to the teacher's license field.
- (2) Study to meet eligibility requirements for a license other than that held by the teacher.
- (3) Study, research, or special teaching assignment involving probable advantage to the school system when not required by the school system.

In such event a year of approved service shall be applied toward immediate future employment.

E. Teachers who are officers of the Association or are appointed to its staff may, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association. Teachers given leave of absence without pay shall receive credit toward the annual salary increment on the schedule appropriate to their rank.

F. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States. A teacher who re-enlists shall not be considered under the provisions of this article.

Teachers on military leave shall be given the benefit of any increment and sick leave allowances which would have been credited to them had they remained in active service to the school system.

ARTICLE X

Teacher Evaluation

A. All monitorings or observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed-circuit television, public address or audio-systems, and similar surveillance devices shall be strictly prohibited.

B. General procedures for observation and evaluation as well as the rating forms pertaining to such observations and evaluations shall be developed jointly by the administration and the Association so long as the same shall not be contrary to specific Board policy in effect at the time this contract is signed.

ARTICLE XI

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined should students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role

of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social worker, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to furnish professional assistance.

B. Any case of assault upon a teacher shall be promptly reported to the Board's designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of proper disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense. The provisions of this paragraph shall in no way be deemed as assumption of any legal responsibility for liability arising from willful, intentional, and wrongful act of a teacher for which the Board shall respond in damages.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher. This shall not apply to any disciplinary action ruled improper through legal counsel or court of law.

E. The Board will reimburse teachers for any malicious loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises if not reimbursable otherwise.

F. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

G. The Board realizes the legal responsibilities of teachers toward those students directly under the teacher's supervision. Therefore, the Board shall not require teachers to be responsible for students in activities off school property unless such activities originate from, and result in direct return to said school property. Such activities shall not be considered school activities unless the school shall be directly responsible for the transportation of students to and from the activity. Teachers will in no event be responsible for the transportation of students to any activity unless the teacher does so voluntarily.

ARTICLE XII

Negotiation Procedures

A. Only salaries are subject to renegotiation during the term of this Agreement without the mutual consent of both parties.

B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article III of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule.

C. At least ninety (90) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

D. In any negotiations described in this Article, 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 Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

E. 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.

ARTICLE XII

Professional Grievance Negotiation Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. In the event that a change, addition or deletion in any policy affecting wages, hours or terms and conditions of employment is implemented by the Board, the Association reserves the right to appeal such changes through the grievance procedure. The Board hereby designates as its representative for such purpose the principal and the superintendent of schools when the particular grievance arises.

B. Within ten (10) days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent in writing who shall have ten (10) days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent he shall have ten (10) days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action to the school principal, or in the first instance, the grievance shall be transmitted to the secretary of the Board within five (5) days with a statement of reasons why it is being disapproved.

C. Within fifteen (15) days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem

appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than thirty (30) days after its submission to the Board. (For further procedure see Article II, Section B, Page 4.)

D. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

E. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to a department head, assistant principal or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals or other employees in such informal procedures be deemed to be a supervisory or executive function.

ARTICLE XIV

Professional Study Committees

A. It is agreed by the parties that the policy of the Board is to encourage the administrative staff in fully cooperating with the Association in the planning development of educational programs within the school system for the best interests of the students, and to take full advantage of the capabilities of the teaching staff.

ARTICLE XV

Miscellaneous Provisions

A. In the event a substitute teacher is not available and it is necessary to use a regular staff member as a teacher, the teacher shall be paid an amount equal that paid a substitute teacher for each class the teacher substitutes based on a per class rate. In the event of an emergency arising during the course of the day, a teacher may substitute on a voluntary basis with no reimbursement if he is asked and agrees to do so.

B. No polygraph or lie detector device shall be used in any investigation of any teacher.

C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

D. 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.

E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

F. If any provision of this Agreement or any application of the Agreement, or any part of any provision or application of the Agreement shall be found contrary to law, then such provision or application, or part of such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications or remainder of any provision or application shall continue in full force and effect.

ARTICLE XV

Duration of Agreement

This Agreement shall be effective as of July 1, 1966, and shall continue in effect for one (1) year until the 30th day of June, 1967. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By Rollin Gilke
Its President

By Benja Filbille
Its Secretary

DEERFIELD EDUCATION ASSOCIATION

By Keith R. Tucker
Its President

By Beverly Martin
Its Secretary

SCHEDULE A

I. Salary Schedule

Experience Level	B.A.	B.A. + 15 Sem. Hrs.	M.A.
0	5400	5500	5700
1	5575	5725	5875
2	5750	5900	6050
3	5925	6075	6225
4	6100	6250	6400
5	6275	6425	6575
6	6450	6600	6750
7	6550	6700	6850
8	6650	6800	6950
9	6750	6900	7050
10	6850	7000	7150

II. Placement Guidelines

The following statements define teacher placement on the salary schedule:

- A. Full credit shall be granted for experience, up to five (5) years, earned in other schools.
- B. Each year of military experience, up to four (4) years, shall be counted as one year of teaching experience.
- C. Maximum outside experience credited for both teaching and military service shall not exceed five (5) years.
- D. Salary adjustments for change in classification of degree level shall be made twice a year and shall be in effect as of the beginning of either semester.
- E. Teachers transferring from one degree group to another shall receive the yearly increment in addition to the increase for additional training, provided that the work completed is recorded in the office of the superintendent not later than thirty (30) days after the start of the local semester.
- F. Substitute teachers shall be paid at the rate of \$20 per day.

III. Extracurricular Compensation

Senior class advisor.....	\$100
Junior class advisor.....	100
Sophomore advisor.....	50
Freshman class advisor.....	50
Cheerleading advisor.....	100
Play director.....	100
Yearbook advisor (if extracurricular).....	150
Bus chaperone.....	5

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Placement of individuals on the first or second step in the following areas shall be the responsibility of the Superintendent, Principal, and Athletic Director for Athletic Positions.

Head Football	Assistant Football
Step 1 \$400	Step 1 \$250
Step 2 550	Step 2 300
Head Basketball	Assistant Basketball
Step 1 \$400	Step 1 \$250
Step 2 550	Step 2 300

Junior high basketball.....	\$200
Track.....	300
Baseball.....	300
G.A.A.....	400
Band.....	400