8/30/99





# MASTER CONTRACT AGREEMENT

between

The Board of Education North Branch Area Schools

and

North Branch Education Association

1997-1999





North Branch Thea Schools

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# **ARTICLE 1 MANAGEMENT RIGHTS**

The Board hereby retains and reserves unto itself, limited only by the specific and express terms of the Agreement, all powers, rights, authority, duties and responsibilities conferred upon and invested 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 rights:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in the performance of their duties.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotions; and to promote and transfer all such employees. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement, and then only to the extent such Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- C. Determine the placement of operations, productions, service, maintenance, or distribution of work, and the source of materials and supplies.
- D. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, building, departments, divisions or subdivisions, buildings or other facilities.

# **ARTICLE 2 RECOGNITION**

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for professional personnel, including personnel on probation and on tenure. Classroom teachers, counselors, special education teachers, and librarians employed, but excluding supervisory and executive personnel and all others. The term "teacher", when used hereafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining unit as defined above, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this agreement.

# ARTICLE 3 ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every professional employee of the bargaining unit shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duty elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws 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 their membership in the Association, or collective professional negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher, rights they may have under the Michigan General School Laws and Regulations.

# Article 3 (cont.)

- C. The Association and its representatives shall have the right to use school rooms on the same basis as other community groups and in addition, shall be specifically given the right to use a room for Association meetings after classes have been dismissed, subject to prior notification of the Superintendent or his designee and mutual agreement as to time and place.
- D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.
- E. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or teacher responsibilities. Such officials shall notify the principal's office of their presence.
- F. The Board shall notify the Association through the Association President, of all regular and special meetings at the same time that Board members are notified of such, by sending the Association a copy of the meeting agenda. The Board also agrees to send to the President of the Association a copy of the minutes of all Board meetings.
- G. The Board agrees that the Master Contract will be printed and distributed within forty-five (45) days of ratification by both parties.
- H. The Board agrees to furnish to the Association, in response to reasonable requests, all information to which they are legally entitled. The Board, however, will not do any research for the Association, and the Association agrees to pay a reasonable cost for the information requested.

# ARTICLE 4 DUES, FEES, AND PAYROLL DEDUCTIONS

- A. Pavroll Deduction: Upon written authorization signed by a bargaining unit member or pursuant to paragraph B, the employer will deduct the appropriate amount of dues, MEA-NEA, NBEA, or service fees from the bargaining unit members wages. The payroll deduction for dues will not include any PAC contributions. However, deductions for PAC contributions will be made only upon annual authorization by the employee. The deduction will be taken in equal amounts from the first pay each month from the bargaining unit member. Deductions will begin with the first pay following the receipt of the authorization for new employees and the start of the school year for seniority employees. These payments will continue through the last payroll in June each year. Monies so deducted will be transmitted to the Association, or its designees, no later than twenty (20) days following each deduction.
- B. In accordance with the terms of this Article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.

<u>Association Members:</u> Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

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

# Article 4 (cont.)

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

Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of the Article is Just Cause for discharge from employment.

<u>Save Harmless Clause:</u> In the event of any legal action against the Employer because of its compliance with the Article. the Association agrees to defend such action, at its own expense and through its own counsel. The Employer agrees to give timely notice of such action to the Association and to permit Association intervention as a party if it so desires. The Employer agrees to give full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

The Association will save the Board including each individual school Board member and Administrator(s) harmless from any and all costs, including witnesses and reasonable attorney fees, back pay, unemployment compensation and all other incidental costs for which the Board may be liable by virtue of enforcing the provisions of the Article. The Association, after consultation with the Board, has the right to defend, appeal, compromise or settle any claim made against the Board under this Article.

C. Upon written authorization from the bargaining unit member, teachers may have payroll deductions for the following:

1.	Equitable Life / Equi-Vest	Life/Annuity
2.	American Express Financial Advisors	Annuity
3.	MEFSA Prudential Asset Management	Annuity
4.	Farm Bureau Life Insurance Company	Annuity
5.	VALIC (Variable Life Insurance Company)	Annuity
6.	Horace Mann Life Insurance Company	Annuity
7.	Sun Life Assurance Company	Annuity
8.	Lincoln Benefit Life	Annuity
9.	Lapeer County School Employees Credit Union	
10.	MPSERS (when available)	Universal Service Credit Purchase

Upon recommendation of the Association, one (1) additional annuity carrier may be added.

Enrollment and changes shall be restricted to the first ten (10) work days of the month preceding the month of the enrollment change.

# **ARTICLE 5 TEACHING HOURS AND LOADS**

A. Teachers shall be guaranteed a minimum of 280 minutes of conference and preparation time per week. Although it may not always be possible the district will attempt to schedule this conference and planning time in blocks of at least 40 minutes. Teachers' responsibilities during this time will be preparation of lessons, meeting with students and parents, conferring with colleagues and administrators, and other job related responsibilities. Teachers are to remain in their respective buildings during this time unless excused by the building principal.

# Article 5 (cont.)

At the high school a committee will be formed to plan for the implementation of Activity/Advisory/Mentoring Groups. Implementation is to occur at the beginning of the second semester (January 1998). A letter of agreement, included at the end of this Article, will provide guidelines, additional details, and specifications regarding this plan.

- B. In an emergency an extra class may be assigned to any teacher during their conference, either on a daily basis or an annual basis. Teachers who may substitute during their conference on a daily basis will receive the B-1 stipend per conference period. Teacher who may be assigned a class during their conference hour on an annual basis will receive a percentage of their respective salary up to the sixth step. The percentage for elementary and junior high assignments is seventeen (17%) and for high school assignments under the block schedule twenty-five (25%).
  - 1. This payment shall be made to teachers who are absent from school for illness and/or disability.
  - 2. It is agreed that such extra class assignments shall be eliminated as soon as possible.
  - 3. It is agreed that the extra class assignments will be made only after the Administration has exhausted all other alternatives.
- C. The teacher's school day shall not exceed seven (7) hours and ten (10) minutes. If it becomes necessary during the term of this agreement to add hours or days to the calendar to meet state mandated requirements, the parties agree to open negotiations to discuss how this can be best accomplished and to negotiate compensation for additional days and/or hours.
- D. All teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than thirty (30) minutes.
- E. Teachers shall not be required to provide playground or lunch supervision unless compensated according to the B-1 schedule.
- F. The Board pledges to strive to achieve educationally sound optimums in class size.
- G. Because the teacher/pupil ratio is an important aspect of an effective educational program, the parties agree that class size shall not exceed the following maximum standards, except in traditional large group instruction or experimental classes where the Association has agreed, in writing, to exceed these.

1.	ELEMENTARY	OPTIM	MUM	MAXIMUM
	Begindergarten - Kindergarten		18	24
	First - Second		22	25
	Third		24	28
	Fourth - Fifth - Sixth		26	30
2.	SECONDARY	OPTIM	MUM	MAXIMUM
	Seventh - Eighth		26	30
	Ninth - Twelfth		28	30
	Industrial Arts		20	22
	Drafting		24	24
	Homemaking		20	28
	Physical Education		40	48
	Music (Vocal and Instrumental)		80	96
	Computers		30	30
	Art		26	30
	Special Education		Per St	ate Guidelines

#### Article 5 (cont.)

- 3. The ratio of pupils to professional staff members in the District shall not exceed 30 to 1.
- H. If, by the Fall Count Date, the number of students in a given classroom exceeds the maximum stated in Section B, a conference will take place between the affected teacher and that teacher's building principal to attempt to work out a solution to the problem. Solutions will include, but are not limited to the following:
  - 1. Rescheduling to equalize classroom loads.
  - 2. Additional equipment and materials to aid the teacher in meeting the needs of the students.
  - 3. Other agreeable solutions.

In the event that none of the above options are utilized, the affected teacher will, upon request, receive an additional payment as follows:

Kindergarten \$30/student over maximum/marking period Grade 1 - 6 \$60/student over maximum/marking period

Grade 7 -12 \$12/student over maximum/marking period for the first

five (5) students

\$25/student/marking period for all students over the first

five (5) students

To receive the extra payment, the overload must have occurred for 50% or more of the respective marking period.

I. In a situation where a class exceeds the maximum number of students and the teacher involved wants to keep all students now assigned to their room, it will be necessary for them to sign a statement to the effect that they are willing to teach a class exceeding the maximum number without receiving additional reimbursement. This may only be used in case of trial programs for only one year.

# Letter of Agreement

The North Branch Education Association and the North Branch Board of Education have agreed that the primary goals of the activity/advisory/mentoring groups include reducing the high school failure rate and creating a more personalized learning environment within the high school. The following understandings are offered to assist the committee in its study and recommendation as well as the implementation of activity/advisory/mentoring groups.

- 1. The study committee is to be composed of high school staff and members of the administrative staff. It is recommended that parents and students also be represented on the study committee.
- 2. In planning for the creation of time for the activity/advisory/mentoring groups, no more than five (5) minutes shall be taken from any block. If additional time is needed consideration shall be given to the reduction of passing time between classes.
- 3. The committee created to plan for the implementation of activity/advisory/mentoring groups shall also be charged with the responsibility of evaluating the impact of this plan specifically as it relates to measurable data such as the failure rate of high school students. The committee shall be empowered to look at additional factors if so desired. The effect of the activity/advisory/mentoring groups shall be evaluated at least annually.
- 4. The committee shall recommend ongoing professional development for all high school professional staff to ensure that the activity/advisory/mentoring groups are as effective as possible.
- 5. Professional staff will be assigned up to four (4) students who are currently failing at least one class and serve as mentors for these students. Mentoring activities will include but not be limited to the following:

# **Article 5 Letter of Agreement (cont.)**

- a) Serving as an advocate for the student as a a learner in the high school
- b) Forming a professional but, personal relationship with the students being mentored. This will ensure that each student has the opportunity to know that someone on the professional staff of the high school cares about them as a person as well as a learner
- c) Serving as liaison between the school and parents
- d) Whenever possible students being mentored will be part of the staff members activity/advisory/mentoring group
- e) To the extent possible staff members will not serve as a mentor to a student who is currently failing a class that the teacher is teaching

# **ARTICLE 6 TEACHING CONDITIONS**

- A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory 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 undertakes promptly to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools, their equipment and instruments equipped and maintained.
- B. The Board shall provide:
  - 1. A separate desk with drawer space for each classroom teacher in the District or appropriate space in the teacher's work room or mobile teaching stations for the use of traveling teachers.
  - 2. Suitable space for each teacher to store coats.
  - 3. Chalkboard or marker board space in every classroom.
  - 4. Copies, exclusively for each teacher to use, of all texts and manuals used in each of the courses the teacher is to teach.
  - 5. In the secondary school, a complete unabridged dictionary for each Department, upon request.
  - 6. Storage space in each classroom for instructional materials and a two-drawer file cabinet, upon request, if need is shown.
  - 7. Attendance books, paper, pencils, pens, chalk, erasers, and other materials required in daily teaching responsibilities.
  - 8. Computers and duplicating equipment will be provided to teachers to aid in the preparation of instructional materials.
- C. In major remodeling programs and in any future buildings, the Board shall make available in each school, adequate restroom and lavatory facilities exclusively for staff use and a lunchroom/lounge combination, appropriately furnished, which shall be reserved for use as a faculty lounge. This lounge shall be for staff use only.
- D. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health and/or safety.

# **ARTICLE 7 DEPARTMENT AND DEPARTMENT HEADS**

- A. Department heads, curriculum coordinators, and grade level coordinators are responsible for working collaboratively with the Director of Curriculum and Instruction, Building Principal, and Department Staff to:
  - 1. Continuously review and evaluate the district's curriculum.
  - 2. Evaluate texts and other instructional materials for recommended adoption.
  - 3. Assist in the development of appropriate assessments for the curriculum.
  - Ensure the district's curriculum is aligned with the Michigan Core Curriculum and statewide assessments.
  - 5. Provide input into the scheduling process.

#### Article 7 (cont.)

- B. The parties agree that participation in department meetings by all appropriate staff is desirable and attendance at meetings is required unless the staff member is excused by the building administrator. Meeting times will be determined by the chair or coordinator with input from the members.
- C. Responsibilities of Department Chairs include:
  - 1. Participation as needed in the District's efforts in developing and implementing curriculum.
  - 2. Scheduling department meetings with appropriate staff, providing members with an agenda prior to the meeting, and providing written summaries of meetings.
  - 3. Assisting in the development of department budgets, signing all requisitions, maintaining record of expenditures and budget balances.
  - 4. Maintaining an inventory of texts, teaching supplies, and equipment within the department area.
  - 5. Working under the direction of the Director of Curriculum and Instruction, represent the department in making presentations to the Administration and Board of Education.
- D. For counseling, special education, and physical education curriculum coordinators will be selected. The responsibilities of the curriculum coordinators will include the following:
  - 1. Participate and provide leadership in all district-wide curriculum development activities under the Director of Curriculum and Instruction.
  - 2. Meeting as required with members of the curriculum area or other department heads.
  - 3. Disseminating and collecting information regarding curriculum and assessment.
  - 4. Assisting in the planning of professional development activities to ensure the implementation and delivery of the District's core curriculum.
  - 5. Working under the direction of the Director of Curriculum and Instruction representing the curriculum area in making presentations to the Administration and Board of Education.
- E. At the elementary grade level coordinators will be selected one per grade K 6. Their responsibilities will include the following:
  - 1. Participation as needed in the District's efforts in developing and implementing curriculum.
  - 2. Scheduling grade level meetings with appropriate staff, providing members with an agenda prior to the meeting, and providing written summaries of meetings.
  - 3. Maintaining an inventory of texts, teaching supplies, and equipment within the grade level area.
  - 4. Assisting in the planning of professional development activities to ensure the implementation and delivery of the District's core curriculum.
  - 5. Working under the direction of the Director of Curriculum and Instruction representing the curriculum area in making presentations to the Administration and Board of Education.

# F. Departments

**Business Arts** 

Secondary (7 - 8 & 9 - 12) Curriculum Coordinators Grade Level Coordinator Math Physical Education (K-12) Kindergarten/Begindergarten Language Arts Special Education (K-12) First Grade Science Guidance Counseling (K-12) Second Grade Social Studies Third Grade Fine Arts (K-12) Fourth Grade Music Fifth Grade Visual Arts Sixth Grade Applied Arts (K-12) Industrial Arts Life Skills

#### Article 7 (cont.)

G. Stipends for Department Heads, Curriculum Coordinators, and Grade Level Coordinators are:

Department Heads (9 - 12 and K - 12)	\$615
Department Heads (7 - 8)	\$415
Curriculum Coordinators	\$340
Grade Level Coordinators	\$340

#### **ARTICLE 8 DEPARTMENT BUDGETS**

Secondary department heads and elementary teachers shall submit tentative budgets to their building principals by April 1. Principals are to review these budgets and submit them to the Superintendent by April 15. By May 15 of each school year the Superintendent shall make tentative budgets available to each of the building principals with a copy to the President of the North Branch Education Association. In the event of financial uncertainties, the deadline dates may be altered by mutual agreement of the Superintendent and the North Branch Education Association.

# **ARTICLE 9 PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- A. New teachers will be employed by the Board for the regular teaching assignments who have at least a bachelor's degree from an accredited college or university and a Michigan teaching certificate whenever possible. This does not preclude the hiring of a non-degree person, as provided by law, who is eligible for a Michigan teaching certificate.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their certificate and their major or minor field of study, except temporarily and for good cause. Temporary shall be defined for the purpose of this point as not to extend beyond the end of the current school year.
- C. Teachers will be given written notice of their tentative schedule for the forthcoming year by the end of the present school year. Teachers who will be affected by a change in grade or subject assignment shall be notified and given an opportunity to discuss the change prior to the change becoming final. Changes in grade or subject assignment will be made only for good cause and at least two (2) weeks prior to the opening of the school year whenever possible.
- D. The teachers will not be assigned any position on Schedule B-1 without their consent.

## ARTICLE 10 VACANCIES, PROMOTIONS, AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing to the appropriate building administrator. The request should set forth the reasons for the transfer, the school, grade or position sought and the applicant's qualifications.
- B. The parties agree that unrequested transfers are to be minimized and avoided whenever possible.
- C. An involuntary transfer will be made only for changing enrollment, overall system instructional needs, reduction of staff, and other good causes. The Administration shall notify the affected teacher and the Association as soon as the necessity for an involuntary transfer is known.
- D. The Board declares its support of the policy of filling vacancies from within its own teaching staff. Whenever a vacancy occurs in a teaching position, the Superintendent shall notify the Association and post notice of same on a bulletin board in each school building for no less than one week before the position is filled on a permanent basis. Vacancies shall be filled on the basis of length of service, certification, qualification and competency.

## Article 10 (cont.)

- E. The Association recognizes that when vacancies occur during the school year, or within two (2) weeks prior to the start of the school year, that it may be difficult to fill them from within the District without undue disruption of the existing instructional program. If the Superintendent so determines, such vacancy may be filled on a temporary or tentative basis until the end of the current school year, at which time the position will be considered vacant.
- F. Any teacher who shall be transferred to an administrative position and shall later return to teacher status shall be entitled to the seniority he/she had as a teacher, prior to becoming an Administrator.
- G. For the purpose of the Agreement, a vacancy shall be defined as a position in the unit which was previously filled but is now vacant and the Board intends to continue the position. A vacancy shall also be defined as the creation by the Board of a new teaching position in the unit covered by this Agreement.
- H. The provisions of this Article do not apply to the annual assignments in Appendix B-1.

# **ARTICLE 11 ILLNESS AND/OR DISABILITY**

The purpose of the sick leave program is to provide income protection for the employee to the extent herein provided during periods of involuntary absence due to personal illness or disability.

A. At the beginning of each school year, each teacher shall be credited with twelve (12) days of sick leave upon reporting for work. Three of these days may be used for the teacher's personal business. Two of these three days may be used by the teacher for any reason, except participating in labor disputes. The remaining Personal Business Days shall be used for business which cannot be conducted except during school hours. No Personal Business Days will be granted during Parent-Teacher conferences unless there is a compelling reason. Teachers planning to use a Personal Business Day shall notify the designated building principal by submitting the appropriate form at least two (2) working days in advance, except in the case of emergency. A teacher may be asked to explain the reason for the Personal Business day(s) if the box marked "OTHER" is checked on the leave request form. Personal Business Days will not normally be granted before or after a holiday recess. Personal Business Days will not be granted for recreation, pleasure, vacation, labor disputes, or working in other vocational interests for profit. Generally, no more than two (2) Personal Business Days will be granted in any administrative unit per day. The unused portion of the sick days shall accumulate from year to year.

In the event that a first year probationary teacher leaves before one semester has been completed and has used more than six (6) of their Sick Leave Days, the Board shall dock said teacher the excess days over six, except if the teacher left for medical reasons.

Teachers employed for less than full-time shall have their sick leave benefits prorated.

- 1. a. Personal illness or disability The teacher may use all or any portion of their leave to recover from their own illness or disability.
  - b. Illness in the immediate family The teacher may use up to eight (8) accumulated sick days each year for illness in the immediate family.
  - Medical or nursing care The teacher may take two (2) days to make arrangements for necessary medical care for members of the immediate family.
  - d. Deaths The teacher may take one day for the attendance of the funeral service for relatives not covered in the immediate family, exceptions may be made.
- B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total number of days of sick leave credit.

# Article 11 (cont.)

- C. Leave of absence with pay, not chargeable against the teacher's allowance, shall be granted for the following reasons:
  - 1. A maximum of four (4) days per school year for each death in the immediate family.
  - 2. The Board will pay the make-up portion between jury duty pay and the teacher's regular pay.
  - 3. Court appearance as a witness in any case, at the sole discretion of the Administration.
  - 4. With prior approval of the Administration, visitation at other schools for attending educational conferences and conventions including Educational Association meetings.
  - 5. An employee may have two (2) days for the death of grandparents or grandchildren.
- D. The established sick bank shall continue to function according to the following provisions only:
  - 1. At the beginning of the school year, if the number of days in the sick bank total one hundred or less, each teacher shall have one (1) day deducted from their personal sick day allotment.
  - 2. If at any time during the school year, the number of days in the sick bank total fifty (50) or less, one (1) day shall be deducted from each teacher's sick day accumulation at that time. Any teacher who has an accumulated total of zero personal sick days, will have one (1) day deducted from his personal sick day allotment at the beginning of the next school year.
  - 3. Each new hire to the teaching staff of the District will automatically contribute one (1) of their personal sick day allotment upon employment.
  - 4. The Sick Bank will be administered by two (2) teachers and two (2) Administrators. By a majority vote of the Sick Bank Committee, sick days may be denied. The committee may review an applicant's past attendance record and other relevant factors determined by the committee. The majority decision of the Sick Bank Committee shall not be the subject of any grievance.
  - A person will be eligible to apply to the Sick Leave Bank when his own accumulated sick days are depleted.
  - 6. Persons withdrawing sick leave bank days will not have to replace these days except as a regular contributing member of the bank, as stated elsewhere in this section.
  - 7. The first fifteen (15) school days of illness or disability will not be covered by the bank, but must be covered by the individual's own accumulated sick leave or absence without pay.
  - 8. An individual may withdraw the number of days from the Sick Bank to such a time as the individual qualifies for Long-term Disability benefits.
  - 9. One-half of the accumulated sick days of teachers leaving their employment with the district prior to eligibility under the provisions of Section G of this Article will be placed in the sick bank.
- E. Any teacher whose personal illness or disability extends beyond their accumulated and borrowed sick leave shall be granted leave of absence without pay for such time as necessary, but not to exceed one year. However, this time may be extended by the Board upon written request. The teacher shall return from this leave under the procedure as outlined in the return provision for unpaid leaves, Article 14, Section I.
- F. Teachers off on paid sick leave shall have their health insurance continued by the Board at Board expense.
- G. The Board shall pay the teacher twenty-five (\$25) dollars for each day of accumulated sick leave, provided the teacher had fifteen (15) years of continuous service with the North Branch School System.
- H. Teachers will not have personal business and/or sick days (accumulated personal or sick bank days) deducted when school is closed on an "Act of God Day".
- I. Any teacher receiving Worker's Compensation benefits while using his accumulated sick leave shall pay to the school district an amount equal to the benefits received under Worker's Compensation.

#### Article 11 (cont.)

J. The representatives of the school district and Association agree that it is their mutual intent and understanding to fully comply with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). In so doing, the parties agree that employees requesting leaves of absence, pursuant to the FMLA, who are found eligible therefore, will be required to exhaust certain paid leave entitlements for which they may otherwise be eligible under the terms and conditions of the Master Agreement during their FMLA leave time. While the parties understand and agree that the rights established by the FMLA will not diminish any employee benefit programs or plans or paid leave provisions dictated by the terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

# **ARTICLE 12 ASSOCIATION LEAVES**

- A. At the beginning of every school year, the Association shall be credited with five (5) days to be used for Association business by teachers who are officers in the Association. Such use shall be at the discretion of the President of the Association. The President of the Association agrees to notify the Superintendent or his designee no less than forty-eight (48) hours in advance of such leave.
- B. If any additional days are needed they shall be granted up to a maximum of five (5) days with the regular teacher's salary being paid by the Board and the substitute's salary being paid by the Association. Association days cannot be used for involvement in work stoppage or picketing.

# **ARTICLE 13 UNPAID SABBATICAL LEAVE**

- A. Teachers who have been employed for seven (7) years consecutively by the Board may be granted a sabbatical leave for up to one year.
- B. To qualify for such a sabbatical leave a teacher must hold a permanent or continuing certificate. The teacher must present, in writing, his application for said leave in the April prior to the year he desires the leave.
- C. A teacher returning from a sabbatical leave shall be restored to his former position or a position of like nature and be given credit for one year on the seniority scale and pay scale.
- D. Provided there are enough people who actually qualify for sabbatical leaves, the Board may grant up to three (3) such leaves per year.

# **ARTICLE 14 UNPAID LEAVES OF ABSENCE**

- A. A leave of absence for up to two years may be granted to any tenure teacher upon application for the purpose of participating in exchange teaching programs in other school districts, states, territories, countries, foreign or military teaching programs, or the Peace Corps, Teachers Corps, or Job Corps as a full-time participant in such program, provided said teacher states his intention to return to the school district.
- B. A leave of absence for one year shall be granted for the purpose of engaging in study at an accredited college or university related to the teacher's professional responsibilities subject to the following:
  - 1. The teacher shall have at least four (4) years experience in the District.
  - 2. The application must be made in writing, accompanied by evidence supporting its value to the District. The application must be submitted no later than sixty (60) days prior to the opening of school.
  - 3. Such leaves shall be limited to one (1) per school year from the entire staff.

#### Article 14 (cont.)

- C. A military leave of absence, not to exceed five (5) years, except in war time, shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States of America.
- D. A leave of absence for one (1) year may be granted, upon application by June 1, to teachers who are officers of the North Branch Education Association, the Michigan Education Association, or the National Education Association.
- E. A leave of absence not to exceed one (1) term of office may be granted to any teacher, upon application, for the purpose of serving in a public office. If the teacher is elected or appointed to a public office, such leave shall be granted.
- F. A leave of absence shall be granted to any teacher for the purpose of child care. For the purpose of this Article, eligible child care shall mean:
  - 1. Newborn infant and/or pre-natal.
  - 2. Newly adopted child.
  - 3. A child suffering from crippling, terminal, or critical illness or accident, as certified by a physician. It is further provided that:
    - a) The teacher will attempt to commence leave at a time that best provides for the educational continuity of the students, after a conference with the building principal. Subject to the foregoing, a pregnant teacher may commence said leave at her option anytime after the confirmation of pregnancy by her doctor.
    - b) The initial leave shall not exceed one (1) year. The leave may be extended up to an additional year by written request of the teacher and approval of the Board of Education. Such request may be made prospectively by the teacher at the time of request for the leave.
    - c) The leave of absence may be terminated prior to its expiration upon request of the teacher and approval of the Board of Education.
    - d) For seniority and salary purposes, the teacher shall be given credit for a full semester if the teacher teaches fifty (50) or more days during the semester in which the leave was granted.
    - e) A teacher's fringe benefits shall be paid on a pro-rated basis, proportionate to the amount of time worked during the year the leave was granted.
- G. In addition to leaves otherwise provided for in the Agreement, up to two (2) leaves per year shall be granted for the purpose of child care. Said leave shall not exceed one (1) school year in length. Requests for said leaves for 1st Semester must be made before June 1 of the summer preceding the school year during which the leave is to be taken and before November 1 for the 2nd Semester. The Board may provide exceptions to the notification deadline and may, at its discretion, grant more than the two (2) mandated leaves. In the event more than two (2) such leaves are requested, the leaves will be granted to the first two (2) applicants.
- H. All of the above leaves may be extended at the sole discretion of the Board.
- I. Unpaid leaves return procedures:
  - 1. Teachers shall confirm with their building principal their intent to return from all unpaid leaves by no later than May 15 of the last year of their leave.
  - 2. A teacher returning from leave shall be given the same position or one of similar nature.
  - 3. During a leave of absence, the teacher's seniority and accumulated sick leave shall remain frozen.
  - 4. Teacher's fringe benefits shall not be paid during unpaid leaves, unless otherwise provided in this Agreement.

# Article 14 (cont.)

J. Teachers on any unpaid leaves of absence shall be subject to the provisions of the Reduction of Staff Article under this Agreement.

# **ARTICLE 15 ACADEMIC FREEDOM**

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of the respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Freedom of individual expression will be encouraged and fair procedure will be developed to safeguard the legitimate interest of the schools and will exhibit by appropriate examples the basic objectives of a democratic society. Academic freedom shall be guaranteed to teachers. It is recognized that the building principal, as representative of the community through the Board of Education, retains the right to rule on the property of subject matter presentations and the materials to be used in the content of all course instruction. The decision of the principal may be appealed to the Superintendent and the Board respectively.

# ARTICLE 16 CLASSROOM OBSERVATION AND EVALUATION

- A. The Board of Education and the Association are committed to providing a quality educational program. An effective teacher evaluation process that focuses on the improvement of instruction is an important component of a quality program. While the primary purpose of teacher evaluation is to improve instruction, teacher evaluation requires all teachers to meet established core performance expectations. The process of evaluation needs to be on-going and constructive and should take place in an atmosphere of mutual trust and respect. The process requires cooperative effort on the part of the evaluator and the teacher.
- B. The continuous appraisal of each teacher's ability to meet the core performance expectations is essential. The core performance expectations are included in this Article.
- C. An evaluation shall be defined as a written appraisal of the manner in which a teacher discharges his/her duties and responsibilities and is successful in meeting the core performance expectations. An evaluation shall include, but not be limited to:
  - 1. At least two (2) observations of at least thirty (30) minutes each.

If a teacher is not meeting the core performance expectations and as a result performance is less than satisfactory.

- 1. A program stating the problems and stating specifically how the teacher is to improve and the consequences of failure to do so.
- 2. Adequate opportunity for the teacher to make improvements.
- 3. Assistance from Administration and school district resources to help the teacher improve.
- 4. If discharge of a teacher is to be considered because of inadequacies observed in the teacher's professional work, such action must minimally be preceded by the evaluation process set forth in this Article and one or more observations of the teacher in question by at least two (2) Administrators.

- D. An observation shall be defined as a visitation of the teacher's classroom by an Administrator for the purpose of evaluating the proficiency of the teacher. The Administrator will endeavor to make this visitation in such a way as to minimize any disruption of the normal classroom.
- E. The process for evaluating probationary teachers shall include:
  - 1. All probationary teachers will be formally observed at least two (2) times each year. These observations will take place at least sixty (60) days apart unless mutually agreed upon to waive the day requirement. The principal shall provide the teacher written and/or verbal feedback based on the observations within ten (10) school days of observation.
  - 2. Before the end of the first semester of the first probationary year and then annually during the remaining probationary years, the principal, in consultation with the teacher will develop an Individualized Development Plan (IDP).
  - 3. The teacher will do an artifact collection each probationary year and review the collection with the building principal.
  - 4. The teacher will use a student evaluation/input device at least once each probationary year.
  - 5. The principal will prepare an annual evaluation prior to the last day of April of each probationary year. This evaluation will serve as a summary of the classroom observations, artifact collection and review, and progress in meeting the goals of the teacher's IDP. The teacher's signature on the written evaluation acknowledges receipt of a copy of the evaluation. A teacher may, within twenty (20) days of receiving the evaluation report, provide an attachment if it is felt that the evaluation report was unjust or incomplete. The attachment will be placed in the teacher's personnel file. Probationary teachers who are evaluated and found to be less than satisfactory, are not meeting core performance expectations, and who do not meet the goals of their IDP may be dismissed. The president of the Association shall be notified of all recommendations to dismiss probationary staff prior to that recommendation being made to the Board of Education.
- F. In the evaluation process, tenured teachers who fail to meet the district's core performance expectations with specific documented evidence that one or more of the district's expectations has/have not been met and receive a less than satisfactory rating will be notified in a meeting that they are being placed in the Intensive Assistance Program (IAP). The goal of the IAP is to help all teachers be successful. Teachers who demonstrate improvement are moved back into the Professional Growth Process. In the event that the teacher feels his/her evaluation at anytime during the process was incomplete or unjust, he/she may, within twenty (20) days from receipt of the evaluation report, put his/her objections in writing and have them attached to the evaluation report to be placed in his/her professional file. The following components shall be part of the IAP:
  - The teacher is verbally reminded in a meeting by the administrator that his/her performance is not meeting the core performance expectations. The administrator will provide documented information about the nature of the problem(s) and specific assistance for improving performance.
  - 2. If the teacher's performance does not improve and the problem(s) with specific documented evidence continue, the administrator, in consultation with the teacher will prepare a written IDP. This IDP will identify the specific core performance expectations not being met, the specific ways the teacher is to improve, and specific assistance to be provided by the administrator. If requested, the administrator shall have demonstrated the desired performance where applicable. Reasonable time shall be allowed to obtain the necessary implementation and improvement(s).
  - 3. When the IDP is developed and provided to the teacher who is involved in the IAP, the district shall notify the Association president and the staff member shall be entitled to have a representative of the Association present during the meeting to discuss the plans of assistance between the teacher and the administrator.

# Article 16 (cont.)

4. Teachers who are involved in the IAP shall be observed in the classroom on a minimum of two (2) occasions by an administrator in the district. These observations as well as the teachers' success in meeting the goals of the IDP shall, as a minimum, be the basis of the written performance evaluation. In the event it is determined that a staff member's performance continues to be unsatisfactory after the IAP process, steps may be taken to initiate dismissal in accordance with the Michigan Tenure Act.

#### PROFESSIONAL GROWTH PROGRAM

Tenured teachers who are meeting the district's core performance expectations will participate in a process of collaborative goal setting called the Professional Growth Program. In the goal setting situation, once the goals have been established they become parameters which serve to focus the attention of the supervisor on what is happening in a classroom situation. This cycle involves four (4) steps:

- 1. The staff member and administrator meet to collaboratively establish one or more goals based on areas that are of concern or interest by November 1.
- 2. With assistance from the administrator the teachers plan activities, time lines, and a means of assessing progress in meeting the goal(s).
- Throughout the year, the administrator provides support and assistance in the form of classroom observations, feedback, and data collection. Regular conferences will be held by January 30 and March 30.
- 4. The teacher and administrator provide a year-end report on a form provided by the district summarizing the progress in meeting the identified goals. Generally, the administrator will work with approximately one-third of the tenured staff each year in the Professional Growth Program. The administrator will provide a year-end performance report for each tenured teacher who is involved and this written performance report shall, in part, be based on at least two (2) classroom observations. It is the joint goal of the parties to have every tenured teacher actively involved in this process at least once every three (3) years.

# **CORE PERFORMANCE EXPECTATIONS**

The continuous appraisal of each teacher's ability to meet core performance expectations is essential. At North Branch Area Schools, the core performance expectations include the following:

# **INSTRUCTION**

- 1. Develops and maintains an organized and orderly learning environment.
  - A. Meets learners at designated locations and times.
  - B. Has materials organized and readily available for instruction.
- 2. Prepares for assigned classes and shows written evidence of preparation and implementation at the request of the immediate supervisor.
- 3. Provides an effective program of instruction based on the needs and capabilities of the individuals or student groups involved. This should include, but not be limited to:
  - A. Review of previously taught material as needed.
  - B. Presentation of new material.
  - C. Demonstrates appropriate knowledge of subject matter.
  - D. Provide opportunities for active learner involvement.
  - E. Use of a variety of teaching materials and techniques.
  - F. Evaluation of student progress on a regular basis using various assessment tools.
- 4. Correlates individual instructional objectives with the philosophy, goals, and objectives of the district.

# Article 16 (cont.)

#### **ENVIRONMENT**

- Develops and maintains a classroom environment consistent with the staff member's style and norms
  of the building program, using appropriate classroom activities, and within the limits of the resources
  provided by the district.
- Maintains acceptable standards of classroom behavior by conveying clear behavioral expectations to students
  - A. Treats students with dignity and respect.
  - B. Manages disruptive behavior constructively.
  - C. Demonstrates fairness and consistency in the handling of student problems.

# **COMMUNICATION**

- 1. Is available to students and parents for education-related purposes outside the instructional day when necessary and under reasonable terms.
- 2. Cooperates with other staff members in planning instructional goals, objectives, and methods.
- 3. Works to establish and maintain open lines of communication with students, parents, and colleagues concerning both academic and behavioral progress of all students.
- 4. Establishes and maintains cooperative professional relations with others.
- 5. Models effective verbal and written communication skills.

# POLICY AND PROCEDURE

- Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
- 2. Maintain records as required by law, district policy, and administrative regulations.
- 3. Assists in upholding and enforcing school rules and administrative regulations.
- 4. Attends and participates in faculty, department, and district meetings along with appropriate professional development.
- 5. Assists in the selection of books, equipment, and other instructional materials.
- 6. Performs related duties as assigned by the administration in accordance with district policies and practices.

# **ARTICLE 17 PROFESSIONAL BEHAVIOR**

- A. Teachers are expected to comply with reasonable rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety and the teacher shall not be required to do normal custodial duties.
- B. A teacher shall at all times be entitled to have present a representative of the Association when they are being formally reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived any professional advantages without Just Cause. The provisions of this section do not apply, nor are they extended to any teacher holding a position listed under Appendix B-1 of this contract. All information forming the basis for disciplinary action will be made available to the teacher.

# **ARTICLE 18 REDUCTION OF STAFF**

- A. When a reduction of staff is necessary, the Board of Education shall determine the areas or departments where staff will be laid-off. After that determination is made, the following guidelines will be followed:
  - No tenure teacher shall be dismissed due to ROS until all probationary teachers in that area or department have been dismissed.
  - 2. Dismissal due to ROS will be based on length of service within the district. In the event that more than one teacher has the same experience and date of hire, the affected teachers shall participate in a drawing to determine their position on the seniority list.
- B. Teachers dismissed due to ROS may relocate in other departments in accordance with the following guidelines:
  - 1. Tenure teachers shall have the first priority based on seniority.
  - 2. Tenure teachers so affected shall bump other teachers.
  - 3. Bumping order for Secondary (7-12) and Elementary Art. Music, and Physical Education teachers will be:
    - a) First bump must be the lowest seniority person in the teacher's major.
    - b) Second bump is lowest seniority person in the teacher's minor.
    - c) Third bump is lowest seniority person in the teacher's certification.
  - 4. Bumping order for elementary teachers (K-6) will be:
    - a) First bump must be the lowest seniority elementary teacher.
    - b) Second bump is lowest seniority person in teacher's certification.
  - 5. The Board shall not create any departments to fit secondary areas of any teachers subject to relocation.
- C. Reasons for reduction in teacher personnel shall be limited to reduction in student enrollment, shortage of revenue, or "Acts of God" shall be defined as any condition not within the control of the Board, making it a practical impossibility to operate one or more schools.
- D. The decision as to the existence of cause for a reduction of personnel may be the subject of a grievance.
- E. In the event it becomes necessary to reduce the number of teachers through lay-off of employment or to reduce the number of teachers in a given subject area, field, or program or eliminate or consolidate positions, the Board shall determine the order of lay-off, provided however, such action shall not be contrary to Section A.
- F. Any teacher on lay-off shall be recalled in inverse order of lay-off provided they are certified for the vacancy. No new teachers shall be employed by the Board of Education while there are teachers who are laid-off, unless there are no laid-off teachers with proper certification to fill any vacancy which may arise.
- G. The Board shall give written notice of recall from a lay-off by sending a registered or certified letter to said teacher at their last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address, as it appears on the Board's records, shall be conclusive when used in connection with lay-offs, recalls, or other notice to the teacher. Failure to accept a position within ten (10) days of notice will terminate recall rights.

#### Article 18 (cont.)

- H. A teacher who is laid-off and accepts a teaching position elsewhere before recall and is unable to obtain a release, shall be retained on the recall list in accordance with their accrued seniority for the remainder of the school year in which the recall was made. If a position is available for the next school year and the teacher is able to obtain a release, the teacher must return to or forfeit all recall rights. If no position is then available, the recall right shall be continued.
- I. Teachers who are laid-off under this Article shall be given priority in teaching substitute assignments at the substitute teacher rate if they are interested. If there are three (3) consecutive denials, the Board is under no obligation to contact again.
- J. A seniority list shall be provided each fall, to be certified by the Association.

# POINTS OF CLARIFICATION REGARDING REDUCTION OF STAFF (ROS)

- 1. For purposes of bumping, certification shall mean the teacher's certification held at the time of notice of lay-off.
- 2. Special Education shall be considered as a department with respect to ROS. It shall be treated as art, physical education, and music in the elementary school.
- Vacancies occurring after lay-offs will be posted for internal transfer as per the Master Agreement.
   Transfers will be allowed unless they exclude the highest seniority and certified person on lay-off from being recalled.
- 4. Provisions will be made for voluntary transfers after the ROS provisions have been implemented providing such changes meet with the approval of the teachers affected and the Administration.
- 5. For the purpose of ROS, Title I staff will be considered as elementary teachers.
- 6. When grade level positions are reduced or eliminated in the elementary schools (including Title I):
  - a) The teacher(s) with the least district seniority in the affected grade level(s) will be displaced and placed in a pool.
  - b) The positions held by an equivalent number of elementary teachers with the least district seniority will be considered vacant. The teachers holding these positions will be placed in the pool.
  - c) The vacant positions will made available to those individuals in the pool based on seniority. The teacher with the most seniority will have first choice, etc.
  - d) Those individuals remaining in the pool will then have the opportunity to bump in their area of certification.
- 7. In the secondary school, if a department is reduced by one or more staff members, the individual with the lowest seniority within the department will be displaced and placed in a pool. This individual will then exercise bumping rights as per ROS provisions.

# **ARTICLE 19 SCHOOL CALENDAR**

- A. The parties agree that for the term of this Agreement, the school calendar shall be set forth in Appendix A. There shall be no deviation from, or change in the school calendar except by mutual agreement of the Board and the Association.
- B. There shall not be more than two regular teacher meetings per month.
- C. Teachers shall be notified of regular meetings at least one week in advance.
- D. Teachers shall be given as much notice as possible for special meetings.
- E. Meeting shall not be prolonged unnecessarily.

# ARTICLE 20 PROFESSIONAL COMPENSATION

- A. The basic salaries of teacher covered by the Agreement are set forth in Appendix B. which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated period.
- B. Newly hired teachers shall be given credit for up to four (4) years outside teaching experience on the Salary Schedule.
- C. A teacher shall receive an annual longevity payment of two percent (2%) beginning the thirteenth (13th) year of service within the District. This amount shall be increased to three percent (3%) at the fifteenth (15th) year; four percent (4%) at the twentieth (20th) year; and five percent (5%) at the twenty-fifth (25th) year. Said payments shall continue until retirement. Percentages for longevity are figured on the BA base of the salary schedule. Longevity eligibility is figured at the start of each school year.
- D. Teachers involved with extra-duty assignments as set forth in Appendix B-1, which is attached to and incorporated in the Agreement shall be compensated in accordance with the provisions of this Agreement.
- E. Teachers required in the course of their workday to drive personal vehicles for school business, with prior approval of the Administration, shall receive an allowance of thirty cents (.30) per mile.
- F. In recognition of service to the school district, a terminal leave payment of thirty dollars (\$30) per year shall be paid to the teacher upon separation for each year of service in the district, provided the teacher shall have been employed in the school district for at least ten (10) years.
- G. In recognition of service to the school district, a payment of sixty dollars (\$60) per year shall be paid upon retirement for each year of service in the district, provided the teacher shall have been employed in the school district for at least ten (10) years and be eligible for teacher retirement.
- H. Salaries shall be paid every other Friday, in twenty-two (22) or twenty-six (26) installments, as the teacher shall choose.
- I. Verification for Change of Degree Form must be submitted within thirty (30) days from the start of a semester for full credit on the degree advancement. Submission after the thirtieth (30th) day will cause a pro-ration for the semester.

Verification will be satisfied by any of the following:

- 1. Transcript
- 2. Grade report of a passing grade
- 3. Letter from professor that the course requirements have been completed.
- J. No duplicate credits will be counted toward advancement on the Salary Schedule. Credits must be earned at an institution accredited by the National Council for Accreditation of Teacher Education and which fulfills the approved Masters' requirements of the Michigan Teacher Certification Code.

The parties agree that all individuals who have a BA+35 at the start of the 93-94 school year may use up to fifteen (15) credits earned past the BA toward the MA+15 after completion of the Master's degree. Hours used for the Master's degree cannot be used for the MA+15. Any teacher who does not have the BA+35 at the start of the 93-94 school year will be required to obtain prior approval of the Superintendent for any coursework toward a BA+35.

# **ARTICLE 21 INSURANCE PROTECTION**

A. The Board shall provide without cost to the employee the following fringe benefit options under MESSA-PAK for a full twelve (12) month period for the bargaining unit employee and his/her entire eligible family.

# Option 1 - For employees electing Health Insurance

Health Insurance: MESSA Supercare 1 - 50/100 deductible

Prescription Drug Program - \$2.00 Co-pay (97-98) Preferred Prescription (PPO) - \$5.00 Co-pay (98-99)

(includes \$5,000 AD&D Basic Term Life)

Negotiated Long-Term Disability: 66 2/3% of annual contractual salary

\$5,250 monthly maximum salary 90 Calendar days - Modified fill

Maternity Coverage

Pre-existing Condition Waiver

Freeze on off-sets

Alcoholism/Drug Waiver - same as other illness Mental/Nervous Waiver - same as other illness

Recurrent Disability Clause Rehabilitation Clause

Negotiated Life: \$50,000 with AD&D and Waiver of Premium

Vision: VSP 3 (plan year is July - July)

Dental: 80/80/80 - \$1,500 with Adult Ortho, or 50/50/50 - with Adult Ortho

\$1,000 maximum for Class I and II

(plan year is July - July)

# Option 2 - For employees not electing health insurance

Negotiated Long-Term Disability: 66 2/3% of annual contractual salary

\$5,000 monthly maximum salary 90 Calendar days - Modified fill

Maternity Coverage

Pre-existing Condition Waiver

Freeze on off-sets

Alcoholism/Drug Waiver - same as other illness Mental/Nervous Waiver - same as other illness

Recurrent Disability Clause

Rehabilitation Clause

Negotiated Life: \$50,000 with AD&D and Waiver of Premium

Vision: VSP 3 (plan year is July - July)

Dental: 80/80/80 - \$1,500 with Adult Ortho, or 50/50/50 - with Adult Ortho

\$1,000 maximum for Class I and II

(plan year is July - July)

The employee shall sign a participation agreement.

B. Employees once per year, during open enrollment, may make the election under the Flexible Benefit Plan to the Medical Opt-Out Plan. This Plan provides employees with a cash payment of \$164 once per month. (MESSA-PAK Option 2 provides no health benefits)

#### Article 21 (cont.)

- C. Employees may apply the cash opt-out payment to the following:
  - 1. A tax deferred annuity (companies listed under Article 4)
  - 2. MESSA options
  - 3. Cancer insurance

The parties may mutually agree to add options and carriers to this list. Any contribution amounts must be authorized for payroll deduction by the employee.

- D. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for a full twelve (12) month period. The open enrollment dates will be the first day of school through September 30 each year.
- E. A disabled teacher cannot collect Worker's Compensation for a disability that has already been covered by the teacher's own accumulated sick days or by other forms of Board paid insurances. A teacher receiving Worker's Compensation under the above conditions will pay back to the Board an equal amount received from Worker's Compensation.
- F. There shall be no duplication of Health Insurance coverage for any employee except when the employee's spouse cannot drop their insurance coverage.

# **ARTICLE 22 SPECIAL TEACHING ASSIGNMENTS**

- A. Assignments for the Adult Education and Driver Education programs will be made by the Board on the basis of experience and qualifications. All other things being equal, seniority gained through continuous years of employment in the district shall prevail. Teachers shall be compensated for teaching in any such programs according to Appendix B-1.
- B. Teachers shall be informed of a telephone number they may call to report unavailability for work. It shall be the responsibility of the Administration to arrange for a substitute teacher. When substitutes are unavailable and it becomes necessary to use a regular teacher as a substitute, volunteers will be sought from all available classroom teachers within the building before the assignment is made. In the event that regular teachers covered by this Agreement are used as substitutes on an emergency basis, said teachers shall be compensated according to Appendix B-1. Teachers whose building is closed due to an Act of God shall not be required to work as a substitute.
- C. Substitute teachers teaching more than forty (40) consecutive days for the same teacher shall be advanced to the regular salary scale for their training and experience pro-rated for the balance of the assignment, provided they remain in the assignment as long as needed. Payment above the substitute rates shall be paid upon the completion of the assignment.

# **ARTICLE 23 STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. 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.
- B. A statement of the Board's policy concerning corporal punishment and the handling of student discipline problems can be found in the teacher's handbook.
- C. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teachers of their rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

#### Article 23 (cont.)

- D. If any teacher is complained against or sued as a result of any actions taken by the teacher while in pursuit of their employment, the Board will underwrite the cost of legal counsel to be selected by the Board and shall render all necessary assistance to the teacher in their defense. The teacher must have been acting within the boundaries established by the Board and/or in a reasonable manner, as determined by the Board.
- E. Time lost by a teacher in connection with any incident mentioned in Section C and D shall not be charged against the teacher.
- F. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher which results from an assault on the teacher or an altercation in which the teacher is carrying out the teacher's duties, as prescribed by the Board policies.
- G. No disciplinary action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in the said teacher's personnel file unless such matter is reported, in writing, to the teacher concerned.
- H. Teachers shall be expected to exercise reasonable care and respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- I. No material or complaints originating after initial employment, will be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material. If such complaints are to be placed in the teacher's personnel file the following shall take place:
  - 1. The complaints will be put in writing.
  - 2. Names of complainants and Administrative action will be stated.
  - 3. The teacher may submit a written statement regarding any material which shall be attached to the file copy of the material in question.
  - 4. If said material is deemed inappropriate by the teacher, said teacher may challenge the material through the grievance procedure.
- J. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file within the established guidelines of the Freedom of Information Act. A representative of the Association may be requested to accompany the teacher in such review. A representative of the Administration shall also be present during the review of personnel files.
- K. Material of a derogatory nature will be removed from a teacher's personnel file after five (5) years.

## **ARTICLE 24 PROFESSIONAL GRIEVANCE PROCEDURE**

## A. **DEFINITION**

- 1. A grievance shall mean a complaint by a teacher in the bargaining unit that there has been a violation or misinterpretation or inequitable application of a specific provision of the Agreement. Except that the term grievance shall not apply if the teacher selects another method of redress, e.g., the Tenure procedure, Civil Rights Commission, MERC, etc..
- 2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.
- 3. Failure at any step of this procedure by the Board or its representative to communicate the decision on the grievance within the specified time limit shall permit the teacher or Association to lodge an appeal to the next step of this procedure. Failure to appeal a decision within the specified time limit shall be deemed an acceptance of that decision. All time limits in this Article may be extended by mutual consent.

#### Article 24 (cont.)

#### B. PROCEDURE FOR HANDLING

- 1. A teacher who feels that he has a grievance must first take the matter up verbally with the principal of the school within five (5) working days of when they became aware of the matter. At the teacher's option, a representative of the Association may be present.
- 2. If this fails to resolve the grievance, the teacher shall reduce the grievance to writing, specifying the section of the contract he alleges is violated, the events that caused the alleged violation and the remedy sought and present it to the principal within ten (10) days of when he became aware of the act or condition.
- 3. Within five (5) days of receipt of the written grievance, the principal will arrange a conference with the view satisfactorily resolving the grievance. At the time of the conference, the teacher may appear alone or they may be represented by the Association, or both. Such conference shall be scheduled at a time when there is no disruption of the normal school routine and duties of the teacher.
- 4. Within five (5) days after such conference, the principal shall answer the grievance, in writing.
- 5. If the grievance is not appealed within five (5) days after receipt of the written answer of the principal's decision, the principal's decision shall be final.
- 6. If the grievant does not accept the principal's written answer, the grievance may be appealed to the Superintendent of Schools by sending such notice, in writing, to him within five (5) working days from the date of the principal's written decision. If the grievance arises from the action or authority higher than the principal, the Association may present such grievance at the Superintendent level within the time limit specified in Section B-1 above.
- 7. Within ten (10) working days of receipt of the written appeal, the Superintendent or his designated representative will arrange for a conference with the teacher and/or the Association representative to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of the normal school routine and the duties of the teacher.
- 8. Within five (5) working days, the Superintendent or his designated representative shall answer such grievance in writing. Such answer shall be final and binding unless appealed to the next step within five (5) days from the date of the Superintendent's written decision.
- 9. At the next Board meeting, the Board, in executive session, only if the nature of the grievance is consistent with the Open Meeting Act exemptions, shall hear the grievance and shall render a decision, in writing, on the grievance ten (10) days from the hearing. The decision of the Board shall be final unless within ten (10) working days of receipt of the decision of the Board the grievant and the Association shall invoke the arbitration provision of this Article by notifying the Board, in writing.
- 10. At the request of the grievant and the Association, the grievance may be submitted to binding arbitration before an impartial arbitrator. The parties may select an impartial arbitrator within fifteen (15) days. If the arbitrator is not agreed upon, the dispute may be submitted to the American Arbitration Association who will submit a list of arbitrators. The decision of the arbitrator from the American Arbitration Association will be binding.

11.

- a) The failure to re-employ a probationary teacher shall not be the subject of a grievance, but shall be governed by the applicable law.
- b) The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- c) Only one grievance at a time may be taken to a particular arbitrator, unless mutually agreed to do otherwise.
- d) The arbitrator may not, in effect, grant the Association that which it was unable to secure during the collective bargaining negotiations.
- e) The word "day(s)" as used in this Article shall mean school day(s), except during the summer vacation when it shall mean calendar days.

Article 24 (cont.)

- 12. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for any expense of witnesses or representatives of the other party.
- C. At any conference under this grievance procedure, the teacher, Association, and the Board, may have present any and all witnesses they desire. If any party is to represented by legal counsel or MEA advisor, notice shall be given to the other parties at least twenty-four (24) hours in advance of the conference.

# **ARTICLE 25 PROFESSIONAL NEGOTIATION PROCEDURES**

- A. No later than May 1 of each school year the parties shall initiate negotiations for the purpose of entering into a successor Agreement for those Articles and sections that are opened that year to negotiations.
- B. Neither party in any negotiations shall have control over the selection of negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- C. There shall be three signed copies of any final Agreement. One copy shall be retained by the Board. one by the Association, and one by the Superintendent.
- D. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary. If the meeting during the day is at the initiative of the Association, the Association shall arrange coverage of classes missed with regular staff members who shall give up their conference periods without pay. If the meeting is at the initiative of the Board, the Board shall provide for the staff members released from their duties.

# **ARTICLE 26 DEFINITIONS OF TERMS**

A. Immediate Family

Spouse, parents of employee and/or spouse, children, brothers and sisters.

B. Child/Children

Own, adopted, step and/or foster (legal).

C. Eligible Employee

Each and every employee covered by the recognition.

D. Service

It shall mean continuous employment in a school or schools of the District.

# **ARTICLE 27 DURATION OF AGREEMENT**

This Agreement shall be effective upon the ratification and signing by both parties and shall remain in effect until the 30th day of August 1999.

NORTH BRANCH EDUCATION

**ASSOCIATION** 

November 10, 1997

NORTH BRANCH BOARD

OF EDUCATION

DATE November 10, 1997

# **ARTICLE 28 MISCELLANEOUS PROVISIONS**

#### A. CONTINUITY OF OPERATIONS

The Association and the Board subscribe to the principle that differences regarding interpretation of this Master Agreement shall be resolved by peaceful and appropriate means without interruption of the school system. The Association and its agents, therefore, agree that it shall not authorize, instigate, cause, aid, encourage, ratify, or condone a teacher strike, slow-down, or stoppage of work, boycott, picketing, or any other interruption of activities by teachers in the North Branch school system to enforce the terms of this Agreement.

- B. Nothing in this Article shall require the Board to keep the schools open in the event of severe inclement weather or when otherwise prevented by an Act of God. When the District is closed to students due to the above conditions, teachers shall not be required to report for duty.
- C. This Agreement incorporates the full thinking of the parties on negotiable subjects. No agreement, alteration, understanding, or modification herein shall be made by any employee or group of employees with the Board, unless executed in writing between the parties, and the same has been ratified by the Board and the Association.
- D. This Agreement shall supersede any rules, regulations, or past practices of the Board which shall be contrary to, or inconsistent with, the terms of this Agreement. Past practices shall not be recognized, unless committed to writing and incorporated into this Agreement.
- E. If any provisions of the Agreement or any application of this Agreement to the Association and/or Board shall be found contrary to law, then such provisions or application shall be deemed invalid. However, other provisions and applications shall continue to be in full force and effect.

# **ARTICLE 29 EARLY RETIREMENT INCENTIVE PLAN**

# **RESTRICTIONS AND QUALIFICATIONS**

- A. A teacher who has taught for at least twenty (20) years and who qualifies for retirement under the State Retirement System may, at his/her option terminate employment and receive a monetary stipend. The teacher who terminates his employment, pursuant to this Article, will receive an annual stipend based on the schedule in paragraph F. Also, any teacher who has taught for twenty (20) years and does not qualify for retirement may also choose this option.
- B. No more than five (5) teachers may retire under this Plan per year. The Board may consider other applicants in addition to this number.
- C. Benefits will be paid on twenty-two (22) or twenty-six (26) pay periods which corresponds with the established school pay schedule.
- D. No subsequent contract negotiations shall alter benefits awarded employees under this Article.
- E. Monetary benefits of the program will continue to be paid to the surviving spouse or legal dependents of the employee should he/she die before he/she reaches the end of the plan period.

# Article 29 (cont.)

# F. STIPEND SCHEDULE

- <u>Plan 1:</u> During the first and second year of qualifying for retirement a stipend of \$18,000 will be paid to the applicant and spread over a two or three year period at the applicant's option.
- <u>Plan 2:</u> During the third and fourth year of qualifying for retirement a stipend of \$15,000 will be paid to the applicant and spread over a two or three year period a the applicant's option.
- <u>Plan 3:</u> During the fifth year of qualifying for retirement, a stipend of \$12,000 will be paid to the applicant and spread over a two or three year period at the applicant's option.

A teacher will be eligible for this stipend up to the point in time that he qualifies for Social Security Benefits.

The Early Retirement Plan will be null and void if any portion of the Plan is in violation of any State and/or Federal law.

# ARTICLE 30 SHARED AND/OR PART-TIME ASSIGNMENTS

A. With the approval of the employer, two (2) teachers may agree to share an assignment/position that otherwise would be performed/occupied by a single teacher. For the purpose of this Article, a shared assignment is working each day, but less than a full day. In elementary assignments this would be teaching either morning or afternoon, while in the secondary assignments, it would mean having less than the normal number of assigned instructional periods per day.

During the period of shared assignment, teachers remain subject to and may exercise options under the provisions of Article 10, Vacancies, Promotions, and Transfers.

- B. A shared time/part-time teacher shall receive all accrued contractual benefits pro-rated to the percentage they work, as compared to a full-time teacher.
- C. Teachers working in a shared-time or part-time assignment may select either twenty-two (22) or twenty-six (26) pays, the same as full-time staff.
- D. Teachers requesting shared assignments shall notify the Board, in writing, by March 31 for the following year. Requests that do not comply with these deadlines may be considered at the option of the Board. Teachers who wish to return to full-time status or make a change in their shared time assignment shall notify the Board, in writing, by March 31 for the following year. Failure to timely notify the Board of a desired change or termination of the shared-time assignment shall cause the shared-time assignment to continue for the subsequent year. A teacher who timely requests to return to full-time status shall be returned if their seniority and certification is sufficient to do so. The parties recognize that returning to full-time status may necessitate the implementation of the bumping procedure, as per Article 18, Reduction in Staff.
- E. This Article does not restrict the Board's right to assign a part-time position when only a part-time position is available.

# North Branch Area Schools School Calendar 1997-1998 FIRST SEMESTER

<u>WEEKS</u> <u>COMMENTS</u>		<u>STUDENT</u>	<b>TEACHERS</b>
AUG 25 - 29		4	5
SEPT 1 - 5	Sept. 1, Labor Day	4	4
<b>SEPT 8 - 12</b>	Early Release Sept. 10	5	5
SEPT 15 - 19		5	5
<b>SEPT 22 - 26</b>	Early Release Sept 24	5	5
<b>SEPT 29 - OCT 3</b>		5	5
OCT 6 - 10	Early Release Oct 8	5	5
OCT 13 - 17	In Service October 17	4	5
OCT 20 - 24	Early Release Oct 22	5	5
OCT 27 - 31		<u>5</u>	<u>5</u>
FIRST MARKIN	IG PERIOD TOTALS	47	49
NOV 3 - 7	Early Release Nov 5	5	5
NOV 10 - 14	Parent Teacher Conferences	3 (4 Secondary)	5
NOV 17 - 21		5	5
NOV 24 - 28	Thanksgiving 27-28	3	3
<b>DEC 1 - 5</b>		5	5
<b>DEC 8 - 12</b>	Early Release Dec 10	5	5
<b>DEC 15 - 19</b>	Christmas break Dec. 20 - Jan 4	5	5
JAN 5 - 9	Early Release Jan 7	5	5
JAN 12 - 16		<u>5</u>	<u>5</u>
SECOND MARK	ING PERIOD TOTALS	41 (42 Secondary)	43
FIRST SEMEST	ER TOTALS	88(89 Secondary)	92

# North Branch Area Schools School Calendar 1997-1998

# SECOND SEMESTER

<u>WEEKS</u> <u>COMMENTS</u>		STUDENT	<b>TEACHERS</b>	
JAN 19 - 23	Early release Jan. 21	5	5	
JAN 26 - 30	•	5	5	
FEB 2 - 6		5	5	
FEB 9 - 13		5	5	
FEB 16 - 20	No school for secondary students Feb. 20	5(4 Secondary)	5	
FEB 23 - 27	Early release Feb 25	5	5	
<b>MARCH 2 - 6</b>		5	5	
MARCH 9 - 13	Early release March 11	5	5	
MARCH 16 - 20		<u>5</u>	<u>5</u>	
THIRD MARKING	G PERIOD TOTALS	45(44 Secondary)	45	
MAR 23 - 27	Early release March 25	5	5	
MAR 30 - APRIL 3	3	5	5	
<b>APRIL 6 - 10</b>	Spring Break	0	0	
<b>APRIL 13 - 17</b>		5	5	
<b>APRIL 20 - 24</b>	Early release April 22	5	5	
APRIL 27 - MAY	1	5	5	
MAY 4 - 8	Early release May 6	5	5	
MAY 11 - 15		5	5	
MAY 18 - 22	Early release May 20	5	5	
MAY 25 - 29	Memorial Day May 25	4	4	
JUNE 1 - 3*		<u>3</u>	<u>4</u>	
FOURTH MARKI	NG PERIOD TOTALS	47	48	
SECOND SEMES	TER TOTALS	<u>92(</u> 91 Secondary)	<u>93</u>	
YEAR TOTALS		180	185	

<sup>\*</sup>Tentative: Last day for students is June 3, 1998. Last day for staff is June 4, 1998. (Based on no snow day make-ups.)

# North Branch Area Schools School Calendar 1998-1999 FIRST SEMESTER

WEEKS	<u>COMMENTS</u> <u>ST</u>	<u>'UDENTS</u>	<b>TEACHERS</b>	
AUG 24 - 28		4	5	
<b>AUG 31 - SEPT 4</b>		5	5 5	
<b>SEPT 7 - 11</b>	Sept 7 Labor Day	4	4	
SEPT 14 - 18		5	5	
<b>SEPT 21 - 25</b>	Early Release Sept 23	5	5	
<b>SEPT 28 - OCT 2</b>		5	5	
OCT 5 - 9	Early Release Oct 7	5	5	
OCT 12 - 16	In Service October 16	4	5	
OCT 19 - 23	Early Release Oct 21	5	5	
OCT 26 - 30		<u>5</u>	<u>5</u>	
FIRST MARKING	G PERIOD TOTALS	47	49	
NOV 2 - 6	Early Release Nov 4	5	_	
NOV 9 - 13	Parent Teacher Conferences	3 (4 Secondary)	5	
NOV 16 - 20	- month contributes	5 (4 Secondary)	5	
NOV 23 - 27	Early Release 25th Thanksgiving 26-27		5	
NOV 30 - DEC 4	The state of the s	5	3 5	
<b>DEC</b> 7 - 11	Early Release Dec 9	5	5	
<b>DEC</b> 14 - 18	Christmas break Dec. 19 - Jan 3	5	5	
JAN 4 - 8	Early Release Jan 6	5	5	
JAN 11 - 15		<u>5</u>	<u>5</u>	
SECOND MARKI	NG PERIOD TOTALS	41 (42 Secondary)	43	
FIRST SEMESTEI	RTOTALS	88(89 Secondary)	92	

# North Branch Area Schools School Calendar 1998-1999

# SECOND SEMESTER

WEEKS	COMMENTS	STUDENT TEAC	CHERS
JAN 18 - 22	Early release Jan. 20	5	5
JAN 25 - 29		5	5
FEB 1 - 5		5	5
FEB 8 - 12		5	5
FEB 15 - 19	No school for secondary students Feb. 19	5(4 Secondary)	5
FEB 22 - 26	Early release Feb 24	5	5
MARCH 1 - 5		5	5
MARCH 8 - 12	Early release March 10	5	5
MARCH 15 - 19		<u>5</u>	<u>5</u>
THIRD MARKING	PERIOD TOTALS	45(44 Secondary)	45
MAR 22 - 26	Early release March 24	5	5
MAR 29 - APRIL 2		4	4
APRIL 5 - 9	Spring Break	0	0
APRIL 12 - 16		5	5
APRIL 19 - 23	Early release April 21	5	5
APRIL 26 - 30		5	5
MAY 3 - 7	Early release May 5	5	5
MAY 10 - 14		5	5
MAY 17 - 21	Early release May 19	5	5
MAY 24 - 28		5	5
	Memorial Day May 31	<u>3</u>	4
FOURTH MARKI	NG PERIOD TOTALS	47	48
SECOND SEMEST	TER TOTALS	<u>92</u> (91 Secondary)	<u>93</u>
YEAR TOTALS		180	185

<sup>\*</sup>Tentative: Last day for students is June 3, 1999. Last day for staff is June 4, 1999. (Based on no snow day make-ups.)

<sup>\*\*</sup> Early release dates may be moved or the number of actual days reduced to meet the mandated state required hours of instruction.

# **SALARY SCHEDULE**

# 1997-1998

STEP	BA	BA18	MA or BA35	MA+15	MA+35
0	28,137	29,545	31,319	33,117	35,020
1	29,545	31,081	33,039	34,872	36,875
2	31,020	32,698	34,855	36,720	38,829
3	32,571	34,397	36,774	38,667	40,889
4	34,200	36,185	38,795	40,715	43,056
5	35,912	38,063	40,929	42,872	45,340
6	37,707	40,048	43,182	45,145	47,741
7	39,591	42,129	45,554	47,533	50,273
8	41,570	44,318	48,060	50,057	52,936
9	43,650	46,625	50,702	52,710	55,744
10	45,833	49,045	53,492	55,506	58,698

# 1998-1999

STEP	BA	BA18	MA or BA35	MA+15	MA+35
0	28,841	30,283	32,102	33,945	35,896
1	30,283	31,858	33,865	35,743	37,797
2	31,795	33,515	35,727	37,638	39,800
3	33,386	35,257	37,693	39,634	41,912
4	35,055	37,089	39,765	41,733	44,133
5	36,810	39,015	41,953	43,943	46,473
6	38,649	41,049	44,262	46,274	48,935
7	40,580	43,182	46,693	48,722	51,530
8	42,609	45,426	49,262	51,308	54,260
9	44,741	47,791	51,969	54,027	57,137
10	46,979	50,271	54,829	56,893	60,165

# APPENDIX B - 1 ANNUAL EXTRA CURRICULAR COMPENSATION

- A. Assignment to an extra-curricular position set forth in Appendix B-1 is by annual appointment by the Superintendent. Those wishing to be considered for appointment and/or reappointment shall submit a letter of application to the Superintendent by the respective deadline for appointment. Appointment and/or reappointment to a position shall be at the discretion of the Superintendent.
- B. The designation of an activity in this Appendix does not require that it shall be implemented unless approved by the Superintendent.
- C. Coaches and Directors shall receive extra pay according to the following schedule. All percentages shall be figured on the respective base salary of the individual. Coaches and Directors with three (3) years in the District in the same sport activity will receive a 1% longevity increase over the regular percentage. Coaches and Directors with five (5) or more years in the District in the same sport will receive a 2% increase over the regular percentage.

1.	Assistant Athletic Director	7%	
2.	High School Band Director	12%	
3.	Junior High Band Director	9%	
4.	Counselors		
	a. Counselors working beyond 185 days shall		
	be paid their daily rate of pay	per diem	
	b. Secondary Counselor	10%	
	(this does not apply to Counselors hired		
	after 7-1-95)		
5.	Head Coaches		
	a. Football/Basketball	11%	
	b. Baseball/Softball/Track/Volleyball/Soccer	8%	
	c. Cross Country/Golf/Wrestling	8%	
6.	Assistant Coaches		
	a. Football/Basketball	7%	
	b. Baseball/Softball/Track/Volleyball	6%	
7.	Junior High Coaches	6%	
	Junior High Cross Country	6%	
8.	Varsity/J.V. Cheerleading	6%	
9.	Freshman Cheerleading; 7th-8th Cheerleading 3% ea		
10.	Sweet School Head Teacher	8%	
11.	Technology Coordinator	10%	
12.	Auditorium Coordinator	7%	
~-			

# D. Class Sponsors shall receive extra pay as follows:

1.	Grade 12 - Three Sponsors/Head Sponsor	\$559
	and others	475
2.	Grade 11 - Three Sponsors/Head Sponsor	475
	and others	419
3.	Grade 10 - Three Sponsors/Head Sponsor	390
	and others	363
4.	Grade 9 - Three Sponsors/Head Sponsor	363
	and others	335
5.	Grade 8 - Three Sponsors/Head Sponsor	306
	and others	278
6.	Grade 7 - Three Sponsors- all three	250

# E. Pay for other extra duties shall be as follows:

	1.	Game Help	\$10.25	
	2.	Bus Chaperons	\$10.25	
	3.	Game Scouts	\$10.25 + mileage	
	4.	Summer Band Director	\$1,150	
		Assistant Summer Music Director	\$ 700	
	5.	Yearbook (high school & junior high)	3% each yearbook	
	6.	Middle School Yearbook	\$500	
	7.	School Play Director	\$800 per play	
		Assistant Director	\$400 per play	
	8.	Band Letter Club	\$169	
	9.	SADD	\$450	
	10.	French Club	\$169	
	11.	National Honor Society	3%	
	12.	Student Government		
		High School	4%	
		Junior High	\$507	
	13.	Lunch Supervisors (per person annually)	\$901	
	14.	Summer Basketball Program - Boys/Girls	\$680	
	15.	Summer Football Program - Boys	\$680	
	16.	Adult Education		
		First Year	\$12.00	
		Second Year	\$12.50	
F.	Drive	Driver Education		
		1997-1998	\$16.25	
		1998-1999	\$16.75	
G.	Substituting			
		per period	\$17.50	
		per block	\$26.25	

NOTE: All percentages are based on the individual's respective base salary.

