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6/30/2000

PROFESSIONAL AGREEMENT

BETWEEN THE
BOARD OF EDUCATION OF THE NORWAY-VULCAN
AREA SCHOOLS
AND THE
UPPER PENINSULA EDUCATION ASSOCIATION
MICHIGAN EDUCATION ASSOCIATION

1997-1998

1998-1999

1999-2000

NORWAY-VULCAN AREA SCHOOLS

300 SECTION STREET

NORWAY, MICHIGAN 49870

Norway-Vulcan Area Schools

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A G R E E M E N T

This Agreement is made and entered into this 1st day of May, 1997, between the BOARD OF EDUCATION OF THE NORWAY-VULCAN AREA SCHOOLS (hereinafter referred to as the Board), and the UPPER PENINSULA EDUCATION ASSOCIATION (hereinafter referred to as the Association), on its own behalf and on behalf and for the benefit of its affiliate, the National Education Association.

WITNESSETH:

WHEREAS, The Association recognizes that the Board, under law, has the responsibility for adopting policies for the district, and

WHEREAS, the laws of the State of Michigan permit public employees and public employers to enter into collective bargaining agreements concerning wages, hours, and other conditions of employment; and

WHEREAS, certain understandings have been reached which the Board and the Association desire to incorporate into a written collective bargaining agreement.

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

SECTION I - RECOGNITION

1:1 EXCLUSIVE BARGAINING REPRESENTATIVE:

The Board hereby recognizes the Upper Peninsula Education Association and Michigan Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel excluding substitute teachers, the superintendent, assistant superintendents, principals, and all other supervisory and executive personnel.

Unless otherwise indicated, the term teacher as used herein shall refer to all employees in the unit for bargaining as defined above. References to male teachers will include female teachers.

1:2 NEGOTIATIONS WITH ASSOCIATION:

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

1:3 CHECKOFF OF DUES:

A teacher may elect to join the Association and pay the periodic Association dues by authorizing the deduction of such amounts from his salary, or

Such teacher may elect not to join the Association, but to pay it a service fee equivalent to Association dues by authorizing the deduction of such amounts from his salary or to pay the Association a service fee equivalent to dues directly to the Association.

The Association agrees that no amounts received as representation fees equivalent to dues will be used for any support of candidates or political positions or for any other purpose prohibited by law.

1:4 FAILURE TO PAY DUES OR EQUIVALENT FEES:

The Board shall, upon written request of the Association, dismiss any teacher who fails to join the Association or pay an equivalent fee. The Board shall give such teacher notice that his employment will not be continued after the end of the current school year.

The procedure in all cases of discharge for violation of this article shall be as follows:

- A. The Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event noncompliance is not effected.

It is agreed that the respect to any teacher to whom the foregoing provisions apply, failure or refusal to comply with such provisions constitutes just cause of dismissal.

1:5 ASSOCIATION INDEMNIFIES BOARD FOR DUES PROCEDURE:

In the event the Board, acting on the request of the Association, discharges a teacher for failure to comply with these provisions, the Association agrees to indemnify and hold the Board harmless from any and all damages and judgments which may result from such action, except for loss which may be caused by the Board's willful misconduct.

Attorney fees will be included in the indemnity, but in lieu of the Board's attorneys, the Association may hire competent counsel to represent the Board's interest, who shall be subject to the reasonable approval rights of the Board.

1:6 SERVICE FEE EQUIVALENT TO DUES: TEACHER RIGHTS AND BENEFITS:

Teachers who elect to pay a service fee equivalent to Association dues in lieu of joining the Association shall be afforded all rights, benefits and privileges as are afforded to Association members and shall be afforded the same representation rights as are extended to Association members.

1:7 CHECKOFF PROCEDURE:

The following procedure for dues deduction shall apply:

- A. Signed authorization forms are to be delivered to the Board on or before one (1) week prior to the second scheduled pay period of the school year; provided, however, new teachers hired after the beginning of the school year may submit a signed authorization within thirty (30) days of initial employment.
- B. Such authorization shall continue in effect unless subsequent to June 1 and prior to September 15 of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board and shall be considered revoked if the employee is promoted to a supervisory position, retires, dies, resigns, or is discharged without reversal of said decision.
- C. The Association will, at least fifteen (15) days prior to the beginning of each school year, give written notification to the Board of the amount of its authorized dues, which are to be deducted in that school year. The amounts of the deductions for such dues are not subject to change during the school year.
- D. Pursuant to such authorization, the Board shall deduct one-tenth (1/10th) of such dues from the regular salary checks of the teacher each month for ten (10) months, beginning in September and ending in June of each year.
- E. The Association will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability, except for the loss which may be caused by the Board's willful misconduct (if such willful misconduct is not caused by information or data supplied by the Association). Attorney fees will be included in the indemnity, but in lieu of the Board's attorneys, the Association may hire competent counsel to represent the Board's interest, who shall be subject to the reasonable approval rights of the Board.

SECTION 2

ASSOCIATION AND TEACHER

RIGHTS AND RESPONSIBILITIES

2:1 ASSOCIATION USE OF SCHOOL FACILITIES AND EQUIPMENT:

The Association shall have the right to use school facilities and equipment including word processing and photo copying equipment, calculating machines, and all types of audio-visual equipment at all reasonable times when not otherwise in use for Association business on school property. The Association agrees to pay for any breakage and repairs caused by a member of the Association. The Association will pay for the reasonable cost for all material and labor incident to such use.

2:2 ASSOCIATION OFFICIAL'S VISITS TO SCHOOL PREMISES:

Association officials who are not employees of the district shall be permitted to visit school premises to transact official Association business; provided they first report to the principal's office (or other Board representative in appropriate instances) upon entry, state the nature of their business, and secure permission from the principal (or other Board representative). Permission shall not be withheld if, in the opinion of the principal, the Association official's visit will not interfere with or interrupt school operations.

2:3 BULLETIN BOARD:

The Association shall be provided adequate bulletin board space in a place readily accessible to teachers in each school building for the posting of notices and other materials relating to Association activities. All materials posted shall relate to official business of the Association and shall be signed by the appropriate official of the Association. Membership insignia or pins appropriate for normal wear may be worn by members of the Association. The Association shall continue to have the right to use the mail boxes in accordance with the existing practice.

Bulletin board space shall not be used for partisan politics, local elections, and other such political matters, and shall be used only for internal union affairs.

2:4 ASSOCIATION NOTICE OF CHANGE IN BOARD POLICY:

- A. The Board will notify the Association in advance of any proposed changes in present Board policy or adoption of new Board policy affecting the wages, hours, and working conditions of teachers as defined by Act 379. However, the Board reserves the right to adopt such policies not in conflict with the terms of this Agreement.
- B. It is the responsibility of the Association and its representatives and members to carry out administrative directives regarding Board policies and administrative regulations, subject to the understanding that the grievance procedure shall be available if it is felt any such directive or policy is in conflict with the express terms of this Agreement. Neither the Association nor its representatives shall assume Board administrative or supervisory authority.

2:5 ASSOCIATION RIGHT TO RECEIVE DOCUMENTS:

The Association shall have the right to receive, upon written request, reports and documents presented to the Board of Education and other governmental agencies after such official presentation. The request for information from the Association shall list specifically what is requested and shall indicate the reason for the request. Documents shall be viewed in their official place of deposit. The Association may be required to reimburse the Board if costs are incurred in connection with furnishing the requested information.

2:6 TEACHER'S RIGHT TO FULL RIGHTS OF CITIZENSHIP:

Teachers shall be entitled to full rights of citizenship.

2:7 CONTINUED CERTIFICATION:

Once hired, it is the responsibility of the teacher to see that he continues to be properly certified and meets all qualifications of his position. The state code governing permanent certification will govern.

2:8 TEACHER HEALTH:

In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Norway-Vulcan Area Schools that:

A. Upon initial employment, each employee shall provide, by certification of his private physician, evidence of:

1. Such state of health that he is able to attend to his assigned duties without undue absence during the ensuing year.
2. Freedom from active tuberculosis and other communicable diseases.

2:9 ASSOCIATION AND BOARD COMMITMENT TO ADHERE TO THE CONTRACT:

For harmonious operation, the Association and the Board agree to cooperate in assuring that the contract is conscientiously adhered to by the Board, the Association, and the teachers.

2:10 PERSONAL FILES AND RECORDS:

A teacher shall have the right to review his/her personnel files. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If reprimanded or disciplined, a teacher may also submit a written notation and place it in his/her personnel file. If the teacher is asked to sign material placed in his/her file, such signature will be understood to indicate his/her awareness of the material, but in no instances shall said signature be interpreted to indicate agreement with the content of the materials.

2:11 TEACHER RESPONSIBILITY:

All teachers acknowledge that they have responsibility for total student contact, including teaching, supervision, control, and assistance, during all hours when they are required to be on school premises or contractually required to attend school functions in compliance with this Agreement.

SECTION 3 - MANAGEMENT RIGHTS CLAUSE

BOARD RIGHTS AND RESPONSIBILITIES

3:1 BOARD RIGHTS AND RESPONSIBILITIES:

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

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

3:2 LIMITS ON BOARD RIGHTS:

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

3:3 ASSOCIATION INPUT ON SCHOOL POLICY:

The Board will continue to accept its responsibilities to give teachers the opportunity to express their professional opinion. To implement this, a Professional Study Committee consisting of teachers and administration working with the superintendent or his designee shall be established to study such matters as curriculum and student discipline. Before the Board takes final action on any recommendations made by the Study Committee, the Association shall be given a reasonable opportunity to submit its own written recommendations on the Study Committee's finding.

If requested by either party, a committee composed of an equal number of teachers, administrators, and Board members shall be created to identify and attempt to solve any problems which may arise from mainstreaming of students.

3:4 SITE BASED DECISION MAKING:

Site-based decision making is a joint planning and problem solving process that seeks to improve the quality of life in the school and the delivery of quality education.

The board of a school district shall ensure that decisions made at the school building level are made using site-based decision making that includes the participation of teachers, school administrators, parents, pupils, and others in the school community.

Any participation in site-based decision making whether in full or in part, shall be voluntary.

The building administrator and the teaching staff of each building will mutually agree to the members of the building committee.

SECTION 4 - WORKING CONDITIONS

4:1 TEACHING DAY:

All teachers shall be in their school building and ready for work at least fifteen (15) minutes prior to the opening of the official school day and shall be subject to assignment by the principal of the school. Teachers are required to remain at their place of assignment, as determined by the principal of the school, for at least fifteen (15) minutes after the close of the official school day; or longer if desired by students or necessitated by conferences with students provided sufficient advance notice is given. When interested in the welfare of the child, teachers shall

remain until the conference has been completed. Teachers may not be required to hold such conferences when one (1) days advance notice has not been given.

4:2 CLASS LOAD:

- A. The normal daily teaching load in grades 5-12 will be either 5 teacher periods, 1 study hall period, 1 prep period and a home room period OR 6 teacher periods, 1 prep period and a home room period. The normal weekly teaching load in grades K-4 will not exceed 30 clock hours of pupil contract during the week.

At the high school: Teachers can tutor in math, English and science and it will count as a class in a 6-1 schedule. Any enrichment classes as per Section 4:2 Part C, will also count as a class in a 6-1 schedule. Every effort will be made to rotate tutors and teachers on 5-1-1 and 6-1 schedules. Every effort will be made to give science, math, and English teachers four or less preparations. The schedule will be reevaluated after each year of this contract.

Any change from the above existing contract language pertaining to the class loads of middle school/high school teachers will only be implemented after representatives of the staff(s) involved, administration and school board have met and mutually agreed upon such a change.

The homeroom/study period in the high school would be used for such purposes as announcements, voting, class and/or club meetings, pep assemblies, clearing names from missing persons or unexcused lists, pictures, weekly reading period, and other such activities.

- B. It is understood by the parties that the scheduled preparation period is subject to the total school program; and, as a result, such things as miscellaneous programs, field trips, testing programs, emergency class needs, and assemblies, may, from time to time, be substituted for preparation time. It is expected that preparation periods will be used for such things as thorough preparation, conferences with parents, teachers, and administrators and special assistance to students.
- C. Teachers electing to teach an additional class of interest to them rather than being scheduled for study hall supervision shall be able to do so provided the class is approved by a curriculum committee comprised of the principal, counselor, and two teachers.
- D. Upon the request of the teachers and the agreement of the principal and teaching specialists, elementary teachers may be permitted to use the time when their classes are receiving instruction from subject matter specialists for preparation.

4:3 LUNCH HOURS:

Elementary teachers shall be entitled to a one hour duty free period which shall include a thirty (30) minute lunch period and thirty (30) minutes of planning time. All other teachers shall be scheduled for a duty-free lunch period of at least 30 minutes. It is understood by the parties that at all time during the duty free period there shall be at least one (1) teachers in each school building who shall be available for emergency needs and in time of inclement weather. No extra compensation shall be paid for any teacher for duties required in this section.

4:4 TEACHING CONDITIONS:

- A. The Board agrees to keep the schools and classrooms reasonably equipped and maintained. The Board recognized that appropriate texts, library facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaire, and similar materials are the tools of the teaching profession and agrees to supply these in reasonable quantities.
- B. The Board will continue to endeavor to provide parking facilities for its staff and to maintain them. The Board will post areas for teacher parking.
- C. Restroom and eating facilities shall be made available for all teachers in the system. Staff lounges shall also continue to be provided for teachers. Each school in the system shall have a telephone which may be used by teachers in emergency cases to place telephone calls during the regular school day.

4:5 VENDING MACHINES:

The Association at its own expense and supervision, may install vending machines in areas reserved for professional staff personnel upon notification to the superintendent. The proceeds from all such machines shall be placed in a student scholarship fund created for that purpose. Said scholarship fund shall be administered jointly by the Association and the administration.

Adequate fees will be charged for products sold in the vending machines, so that scholarships may be made available with reasonable frequency.

4:6 USE OF SCHOOL FACILITIES AND EQUIPMENT:

Teachers shall continue to have the use of typing, duplicating, stencil and mimeograph facilities for preparation of instructional materials.

4:7 TEACHERS' EQUIPMENT PROVIDED BY BOARD:

- A. The Board agrees to continue to provide the following:
 - 1. Separate desks for teachers with lockable drawer space, where possible.
 - 2. Closet space for teachers to store coats, overshoes, and other personal articles.

3. Copies of texts in courses teachers are to teach for their use.
 4. Storage space in classrooms for instructional materials.
- B. Upon request, the Board will also provide dictionaries where needed.
- C. The Board will also attempt to provide chalkboard and tackboard space in all classrooms where needed as soon as possible.

4:8 TEACHING LOADS:

It is recognized by the Board and the local Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class sizes at an acceptable number in accordance with district administrative regulations and as dictated by the financial condition of the district, the building facilities available, and the best interests of the district as deemed administratively feasible.

4:9 PARENT-TEACHER CONFERENCES:

All teachers shall attend meetings of the parent-teacher organization and parent-teacher conferences and shall remain on duty throughout the scheduled period of the meetings.

4:10 PARENTAL CONTACTS:

Two evenings per school year will be scheduled for parental contacts with details in regard to actual scheduling and administration of the session to be left to the discretion of the administrative staff of each building. One additional evening per year will be scheduled for a parent/teacher social.

One afternoon will be scheduled for grading day at the end of the first semester and a grading day will be scheduled at the end of the second semester.

4:11 DISCIPLINE:

Teachers shall be responsible for creating and maintaining conditions, within the reasonable control of teachers, conducive to learning and discipline, both in the classroom and on school property. The Board shall give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Both parties shall conform to the school code and Board Policy 5600.

4:12 SUBSTANCE ABUSE:

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

An exploratory conference may be held, at the discretion of the principal, with those individuals deemed important by the principal to explore the causes of the exhibited characteristics.

The teacher will attend such conference and subsequent conferences if requested. Further conferences may be held upon request by the Administration or the School Board.

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

SECTION 5 - VACANCIES, PROMOTIONS

TRANSFER AND REDUCTION OF STAFF:

5:1 VACANCIES AND PROMOTIONS:

- A. The administration shall notify teachers of all vacancies occurring in the teaching staff of the school district during the school year by posting a notice of vacancies on the teachers' bulletin board for a period of not less than ten days. A copy of such notice shall also be served upon the Association, with a copy to teachers still on the seniority list who are on layoff. Teachers who have expressed a desire for a given vacancy in accordance with paragraph two below will be informed of vacancies occurring after the close of school. Applications of professional staff members will be given full consideration in the filling of these vacancies.
- B. A teacher may apply for any position at any time. Such application should be in writing, addressed to the superintendent of schools. Applications will be considered should such vacancy occur, either during the school year or during the summer.
- C. In filling a vacancy within the bargaining unit, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final. Any teacher who applies for a vacancy and does not get it, may discuss the reasons for (or request in writing) the Board's action with his principal and/or the superintendent.
- D. Notice of vacancies in the supplemental schedule shall be posted on teachers' bulletin board prior to filling of vacancies.
- E. No vacancy or new position shall be filled in case of emergency and then only on a temporary basis until the above criteria are met. Temporary basis shall be defined to mean up to the three months during the summer vacation.

5:2 TRANSFERS:

- A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with the optimum teacher performance, the parties agree that unrequested transfer of the teachers is to be minimized and avoided whenever possible.
- B. If transfers are found to be necessary, the teacher will be notified and consulted by their principal in advance of the transfer.

- C. If a teacher desires a transfer for a good reason and requests such transfer in writing, along with the reasons for the transfer, the administration will make a reasonable effort, as determined by the Board, to effect such transfer.
- D. If transfer between separate buildings are necessary, the Board will notify the Association in advance of the transfer.

5:3 REDUCTION OF STAFF:

- A. In the event that the Board decides to reduce the number of employees through layoff of employment, or to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate a position or positions, the Board shall layoff last those teachers with permanent or life teaching certificates having longest service in the district and who are qualified to teach the positions remaining. Qualified teachers are those who meet the North Central Association guidelines in grades 7-12 and those teachers in elementary who are certified for elementary classes. In cases where teachers are equally qualified and have the same number of years of last continuous service in the system calculated from their first day of work, the Board and the Association will conduct a drawing to determine a position on the seniority list. The teachers so affected will be notified of the date, place and time of the drawing; provided, however, that any layoff action undertaken shall not be contrary to the priorities established under the Tenure Act. The Board shall give twenty-one (21) or more calendar days notice of such layoff to the Association and to the employees involved.
- B. Layoff pursuant to this article shall terminate the individual employment contract to all non-tenure teachers so discharged and shall suspend for the duration of the layoff, the Board's obligation to pay salary or fringe benefits to any tenure teacher so discharged, under the teacher's individual employment contract or under this collective bargaining agreement.
- C. The Board shall have no obligation to rehire any non-tenure teacher laid off pursuant to this article.
- D. Tenure teachers shall be recalled in the opposite manner as described in paragraph A. for layoff.
- E. The Board shall give written notice to recall from layoff by sending a registered or certified letter to said teacher at his last known address. It shall be the responsibility of the teacher to notify the Board of any change in address. The teacher's address as it appears in the Board's records shall be conclusive when used in connection with layoffs, recall, or any other notice to the teacher. If a teacher fails to report for work within five (5) calendar days from the date of receipt of the letter of recall or thirty (30) days after mailing of recall, unless as extension is granted in writing by the Board, said teacher shall be considered a voluntary quit and shall thereby completely terminate his individual employment contract and any other employment relationship with the Board.

- F. No loss of experience on the salary schedule, or seniority granted by the district shall occur, and a teacher's accumulated sick leave shall not be cancelled out but shall remain credited to him after recall from layoff (not after rehire). All seniority shall be lost after layoff for three (3) school years.
- G. Within one month after the commencement of each school year, the Board shall post on the teachers' bulletin board and in the administrative offices a seniority list. If a teacher does not object to his or her listed seniority date within thirty (30) days following the posting, then the seniority list shall be conclusive for purposes of layoff and recall.
- H. A teacher's name shall be removed from the seniority list, and no rights or privilege involving layoff or recall shall be extended to such teacher, following a voluntary quit, a dismissal or discharge not reversed, or a layoff of more than three (3) years.

SECTION 6 - ASSIGNMENTS:

6:1 BOARD FOLLOWING ADMINISTRATIVE REGULATIONS:

The Board shall continue to follow administrative regulation GCD.

6:2 BOARD DISCRETION ON ASSIGNMENT:

Assignments shall be made at the discretion of the administration and within the area of teacher competence, teaching certificate or their major fields of study, except temporarily and for good cause.

6:3 TEACHING SCHEDULES:

The administration agrees to provide teachers with tentative teaching schedules on or before May 20 of each school year with the express understanding that such schedules will probably have to be revised by August 1. Once final schedules for the forthcoming year are made known at said later date, there will be no changes in such schedules until the teacher affected is notified and consulted in advance. Provided, however, all teachers shall notify the school district of a summer address at which they can be located and, if a registered letter to the teach is not answered within five (5) days the administrators of the district can make changes in assignments.

6:4 CHANGE IN ASSIGNMENTS:

Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the middle and secondary school grades, will be notified by the district in accordance with paragraph 6:3. Such changes shall be on a voluntary or temporary basis as much as possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such a change.

6:5 EXTRA ASSIGNMENTS:

Preference shall be given to staff members in making of extra assignments which carry additional remuneration, providing a written request is filed by the staff member interested in the assignment, by the deadline set by administrative members of the district staff.

6:6 STUDENT SUPERVISION:

Every effort will be made by the Association to obtain teachers to aid in the supervision of students while on school premises during the time of normal student attendance (7:30 - 4:00 inclusive). If the Association is not successful in obtaining such volunteers, the Administration shall try to obtain qualified nonteachers for such supervision. If unsuccessful in such regard then the administration may appoint teachers for student supervision on a rotating basis.

SECTION 7 - LEAVE POLICY

7:1 MATERNITY LEAVE OF ABSENCE PROCEDURE:

- A. A female employee shall be entitled to a leave of absence, not to exceed one year, without pay, on the following basis.
- B. The pregnant employee must request, in writing, a leave of absence at least thirty (30) days prior to the expected date for such leave.
- C. A pregnant employee should notify the personnel office as soon as she has confirmation of her pregnancy and shall accompany such notice with a physician's written statement setting forth that she is physically able to continue working.
- D. Subsequent physician's statements may be required by the Board. Where feasible, such statements shall be procured from the teacher's physician.
- E. Before the employee can return from leave, she must submit a physician's statement confirming her physical ability to perform all of the regular and normal duties and functions of her position.
- F. The teacher will be given her former position in the school system, providing she gives written notice to the superintendent of school by April 1 of the year the leave expires of her intention to return or resign, unless an extension of leave or a new leave has been granted. Failure to furnish such written notice shall be constituted a notice of resignation.
- G. Any female adopting a child and wishing to utilize these provisions shall give notice as soon as possible as to when such leave is desired.
- H. Failure to return to work as set forth herein or failure to follow the above requirements and responsibilities, where possible shall mean that her employment may be terminated.

- I. A teacher on leave hereunder shall not be denied the opportunity to substitute in the school district by reason of the fact that she is on such leave of absence. She shall be paid at the normal and regular substitute rate.
- J. While an employee is granted a leave of absence, she shall retain the following employment rights held by her before such leave was granted.
 - (1) The same position on the salary schedule as held when the leave was granted.
 - (2) Unused sick leave as held at the start of the leave of absence.

7:2 MATERNITY SICK LEAVE OF ABSENCE PROCEDURE:

A female employee is entitled to use her accumulated sick leave under the following circumstances.

- A. The pregnant employee must request in writing, maternity sick leave at least thirty (30) school days prior to the expected date for such leave.
- B. A pregnant employee should notify the personnel office as soon as she has confirmation of her pregnancy and shall accompany such notice with a physician's written statement setting forth that she is physically able to continue.
- C. Subsequent physician's statements may be required by the Board. Where feasible, such statements shall be procured from the teacher's physician.
- D. Before the employee can return from sick leave, she must submit a physician's statement confirming her physical ability to perform all the regular and normal duties and functions of her position.
- E. During the period of time under this Maternity Sick Leave section when the teacher is unable to work because of her pregnancy, she shall be entitled to elect to use her accumulated sick leave, assuming such is available. When she has no available sick leave remaining, her status shall be that of an unpaid leave, if she complies with Section 7:1 above, according to the terms thereof.
- F. Any teacher who uses this section must return when she has received the appropriate physician's approval. Failure to return to work as set forth herein or failure to follow the above requirements and responsibilities, where possible, shall mean that her employment may be terminated.

7:3 HEALTH LEAVE:

- A. Health leaves, when recommended by a teacher's physician and requested in writing may be granted without pay or fringe benefits up to a maximum of one (1) year. Such a leave may be requested to take effect before or after sick leave has been used up, where sick leave applies, at the discretion of the teacher.

Notice of intention to return to duty after a health leave shall be accompanied by a written statement from a physical certifying the fitness of the employee to fulfill his duties. The Board may, at its expense, require a teacher to submit to a physical and/or mental examination to determine whether involuntary sick leave is warranted, subject to the provisions of the Tenure Act, Article V, Section 2.

- B. Eligibility for a health leave of absence requires a minimum of two (2) years continuous employment by the school district immediately prior to such leave of absence.
- C. A further extension of a leave of absence or a second leave of absence may be granted at the will of the Board of Education upon the recommendation of the superintendent of schools.
- D. While an employee is granted a leave of absence, he shall retain the following employment rights held by him before such leave was granted:
 - (1) The same position on the salary schedule as held when the leave was granted.
 - (2) Unused sick leave as held at the start of the leave of absence (if the leave was taken before sick leave was exhausted).
- E. An employee on a leave of absence must give written notice to the superintendent of schools by April 1 of the year the leave expires of his intention to return or resign unless an extension of leave or a new leave has been granted. Failure to furnish such written notice shall constitute a notice of resignation.
- F. Reemployment during the school year shall be at the discretion of the Board, and reemployment for the beginning of a new school year shall be dependent upon an opening on the staff or which the employee is qualified.

7:4 MISCELLANEOUS LEAVE OF ABSENCE:

- A. A teacher may, upon written application be granted a leave without pay or fringe benefits prior to the beginning of or at the conclusion of the school year for a period not to exceed one (1) year:
 - (a) For fulltime duty in the Peace Corps, Teacher Corps, Job Corps, or as President of the MEA at the state level or the NEA at the national level;
 - (b) To campaign for elective public office for himself or to serve in such office; or
 - (c) For pursuing studies related to professional growth and improvement.
- B. Eligibility for such leaves requires a minimum of two (2) years continuous employment by the school district immediately prior to the leave.

- C. A further extension of a leave of absence or a second leave of absence may be granted at the will of the Board of Education upon the recommendation of the superintendent of schools.
- D. While an employee is granted a leave of absence, he shall retain the following employment rights held by him before such leave was granted:
 - (1) The same position on the salary schedule as held when the leave was granted.
 - (2) Unused sick leave as held at the start of the leave of absence (if the leave was taken before sick leave was exhausted).
- E. An employee on a leave of absence must give written notice to the superintendent of schools by April 1 of the year the leave expires of his intention to return or resign unless an extension of leave or a new leave has been granted. Failure to furnish such written notice shall constitute a notice of resignation.
- F. Reemployment during the school year shall be at the discretion of the Board, and reemployment for the beginning of a new school year shall be dependent upon an opening on the staff for which the employee is qualified. It is understood by the parties that the Board shall, however, make every effort to return the teacher to the same or comparable position by, among other things, attempting to hire temporary replacements where possible. In the event the Board is unable to provide the teacher with such a position, the Board shall extend the leave for an additional year if requested to do so by the teacher.

7:5 EDUCATIONAL TRIPS:

Absence, with full pay, may be allowed by the superintendent for worthwhile educational experiences or for trips involving school business. Only the principal's advance approval will be required for one (1) day trips by classroom teachers. The superintendent's advance approval will be required for overnight and longer trips.

7:6 JURY DUTY:

A leave of absence may be granted a teacher called for jury service or court subpoena, provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty fee paid by the Court, and provided, further, that the Board shall only be obligated to pay said differences when the teacher cooperates with the administration in seeking to be excused from such service.

7:7 MILITARY LEAVES:

Military leaves of absence shall be granted for teachers who are inducted or enlist for one (1) period of enlistment for military duty in any branch of the Armed Forces of the United States.

Teachers on military leave shall be given the benefit of any salary increments which would have been credited to them had they remained in active service in the district and shall be reinstated upon completion of such service in accordance with Act 145, Public Acts of 1945, and with sick leave held at the start of the leave.

7:8 OTHER ABSENCES:

Absences other than those described above will not be allowed with pay. A deduction will be made for each day of absence at a per diem rate of the complete contractual salary of the teacher. The superintendent's advance approval will be required.

- 7:9 No person on any unpaid leave of absence shall receive any benefits or fringe benefits whatsoever, including sick leave benefits, unless the same are specifically provided for herein.

SECTION 8 - SICK LEAVE

PERSONAL BUSINESS

AND ASSOCIATION LEAVE

8:1 SICK LEAVE:

- A. All teachers regularly employed for either the school year or the calendar year who are absent from duty because of personal illness shall be allowed annual sick leave on full daily pay at the rate of ten (10) days per year. Teachers teaching in the system for the first time will accumulate at the rate of one (1) day per month during the first year. After the first year, teachers will be granted ten (10) days at the beginning of the school year. Any teacher leaving the system prior to the completion of the school year will receive credit only at the above rates and will receive payroll deductions on the final paycheck for any excess days of leave used. Each teacher shall be entitled to accumulate the unused portion of each year's sick leave to a maximum of 150 days.

A staff member who has accumulated the 150 days of sick leave time shall be entitled to ten (10) additional days of sick leave at the start of each school year. At the conclusion of the school year, his/her maximum sick leave accumulation would revert back to 150 days (unless he/she utilized sick leave time in excess of the ten (10) days, which would then place the total below 150 days). Should a staff member with an accumulation of 150 sick days, plus the ten (10) days assigned for the current year of teaching decide to retire at the end of that given year, he/she would be eligible for the sick leave retirement benefit (Section 15:12) resulting in a payment based on a final sick leave total of 160 days or less.

In any one year, a teacher may use, from his accumulated sick leave, not to exceed ten (10) days, for death or critical illness in the immediate family. Critical illness means illness which the attending physician considers sufficiently serious to require the staff member's presence at the bedside. Immediate family means husband, wife, children, father, mother, brother, sister, grandfather, grandmother, father-in-law, and mother-in-law.

Charges for the use of sick leave shall be at the minimum rate of one-half (1/2) day per time used.

- B. All teachers shall follow the procedure for leaves of absences as indicated in Board Policy 3430.
- C. In the event of absence of a teacher for illness in excess of five (5) consecutive working days, or upon suspicion of abuse of sick leave, the Board may, at its expense, require an examination by an independent physician.

8:2 PERSONAL BUSINESS; DEFINITION:

All teachers regularly employed shall be granted two (2) days of personal business leave per year with the full pay to transact personal business pursuant to the following:

- A. Such leave may be accumulated to five days, not added to or deducted from sick leave and may be used under the following conditions:
 - (1) Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least two (2) working days in advance of the anticipated absence except in cases of emergency. In such case, the employee shall apply as soon as possible. This form must be filed with the principal.
 - (2) Charges for the use of personal business shall be at the minimum rate of one day per time used.
 - (3) No more than 15% of staff can use personal business leave on any one day.

8:3 ASSOCIATION LEAVE:

The Upper Peninsula Education Association - Michigan Education Association shall be granted two (2) days per year for the purpose of having representation at association business according to the following conditions:

- A. The Upper Peninsula Education Association - Michigan Education Association shall pay the normal and regular substitute teacher cost to the Norway-Vulcan Area Schools within ten (10) days after the time of absence.

SECTION 9 - PROTECTION OF TEACHERS

9:1 SUPPORT OF TEACHER BY BOARD:

As acknowledged in Section 4, Paragraph 4:12, the Board will continue to accept its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and school, and a study committee will be formed under Section 4, paragraph 4:12 to attend to this situation.

9:2 ASSAULT UPON TEACHER:

Any case of assault upon a teacher which had its inception in a school-centered problem shall be promptly reported to the

Board or its designated representative. If the assault was by a pupil(s), the administration shall promptly investigate the matter, determine a suitable punishment for the assaulting pupil(s), and communicate the result to the teachers.

If the assault is by an adult person who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities. In either case, the Board shall render all reasonable assistance it deems warranted to the teacher in connection with the handling of the incident by law enforcement and medical authorities.

9:3 LEGAL ASSISTANCE-BY BOARD:

If any teacher is threatened with legal suit by reason of customary and appropriate disciplinary action taken by the teacher against a student, the Board will provide legal assistance to advise a teacher of his rights and all other assistance it deems necessary to the teacher in his defense.

9:4 LOSS OF TIME:

Time lost by a teacher in connection with any incident mentioned in this Section 9 shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction from whose decision no appeal has been taken.

9:5 COMPLAINTS BY PARENTS OR STUDENTS:

Any complaints by a parent or a student directed toward a teacher shall be called to the teacher's attention if considered serious by the appropriate administrator; and in all cases such matters will be discussed with the teacher before anything in writing is placed in the teacher's file.

9:6 WORKER'S COMPENSATION:

Each instructional staff member of the district is to be covered by insurance under the provisions of the Michigan Worker's Compensation Act, as provided by law.

An employee, injured on the job, no matter how slight the injury may be, is expected to report the injury to the General Office and complete an injury report form. An employees may lose his right to Worker's Compensation benefits, under Michigan law, if he fails to report the accident within time specified by law. Employees should report any injury as soon as possible.

An employee, injured on the job, and receiving compensation under the provisions of the Worker's Compensation Act, shall be paid the difference between his regular daily salary and what he is receiving from compensation provisions, provided that he has sick leave time accumulated which can be used for such payments. Sick leave

deductions will be made from the employee's accumulation, if any, prorated to the daily salary benefits received from the district.

At the termination of sick leave accumulation, the employee will receive the Worker's Compensation benefits only.

SECTION 10 - CONFERENCES

10:1 CONFERENCES:

By mutual written agreement, conferences between Board representatives and Association representatives may be arranged to discuss items of common concern. The parties will cooperate in arranging these conferences at mutually agreeable times.

SECTION 11 - GRIEVANCE PROCEDURE

11:1 DEFINITIONS:

- A. A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.
- B. The term "teacher" may include a group of teachers who are similarly affected by the grievance.
- C. A party in interest is the person making the claim and any person required to take action or against whom the action might be taken to resolve the grievance.
- D. The term days when used in this section shall, except when otherwise indicated, mean attendance school days.

11:2 PURPOSE:

- A. The primary purpose of the procedure set forth in this agreement is to secure, at the lowest level possible, equitable solutions to the complaints or grievances of teachers, or groups of teachers.
- B. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure.
- C. The failure of any aggrieved person to proceed to the next level within the time limits set forth shall be deemed to be in acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

11:3 STRUCTURE:

- A. There shall be one school representative for each school building chosen by the exclusive committee of the Association.

Building principals to be notified who the representatives are, in writing, by the association secretary.

- B. The Association may establish a Professional Rights and Responsibilities Panel (hereinafter referred to as the PR & R Panel) which would have as one of its duties the handling of the grievance procedure.
- C. The PR and R Panel shall constitute an advisory group of teachers who shall be broadly representative of teacher classification and representative of the various elements of the school district.

From time to time, the chairman of the PR & R Panel shall appoint from the PR & R Panel, Ad Hoc Committees, three-man advisory groups, to determine, in accordance with the procedure hereinafter set forth, whether in the opinion of such committee a particular grievance brought to it by a school representative, or a teacher, is or is not meritorious.

The Association shall provide the superintendent with the name of members of the PR & R Panel and the Association Building Representative at the beginning of the school year.

- D. The Board shall establish a Board's Review Committee; such committee shall consist of three Board members.

11:4 PROCEDURE:

- A. It is important that grievances be handled as rapidly as possible. The number of days indicated at each level should be considered as maximum and every effort shall be made to expedite the process. However, when mutually agreed upon in writing, the time limits given below may be extended.
- B. It shall be the general practice of all parties of interest to process grievances during times when they do not interfere with assigned duties.
- C. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be reproduced and given distribution by the school district.
- D. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- E. The following matters shall not be the basis of any grievance filed under the procedure outlined in the process:
 - (1) Failure to reemploy, or the termination of, the services of any probationary teacher.
 - (2) Any claim or complaint for which there is another remedial procedure or forum established by law or regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act (Act 4 of Public Acts, Extra Session of 1937, Michigan, as amended.)

- F. In the event a grievance is filed on or after the first day of June which, if left unresolved until the beginning of the following school term, could result in irreparable harm to the teacher or group of teachers concerned, the time limits herein stated may be reduced by mutual consent.

Level One.

- A. The teacher with a complaint or grievance shall within five (5) days after its occurrence, first discuss the matter with his immediate supervisor or principal, whichever has the authority to deal most effectively with grievance, either directly or through his school representative, with the object of resolving the matter informally.
- B. In the event the complaint or grievance is first discussed with anyone other than the principal or supervisor, the Principal or Supervisor shall be apprised of such meeting, in writing. Copies of the report shall be given to both parties involved.

Level Two.

- A. In the event the teacher is not satisfied with the disposition of the grievance at Level One, he may reduce the grievance to writing on the form provided, sign it, and submit it to his principal within five (5) days after the discussion of Level One.
- B. The principal shall submit an answer in writing within five (5) days after receipt of the written grievance. One copy of his decision shall go to the grievant and one copy to the Association Building Representative.

Level Three.

- A. In the event the teacher is not satisfied with the disposition of the grievance at Level Two, he may, within five (5) days after receipt of the Level Two answer, appeal the grievance to the Superintendent of schools or submit it to the Association's PR & R Panel for review by an Ad Hoc Committee. If submitted to the Association's PR & R Panel, it may be appealed by the Association and/or the teacher to the Superintendent within ten (10) days after the principal's decision in Level Two.
- B. In any event, any grievance appealed to the superintendent shall be in writing and shall specify the facts giving rise to the grievance, the article and/or section of the Agreement allegedly violated, and the relief requested. A copy of the principal's decision at Level Two shall be included.
- C. Within ten (10) days after receipt of the appeal, the superintendent shall investigate the grievance, including giving the aggrieved teacher and the Association's Ad Hoc Committee a reasonable opportunity to be heard, and render his decision in writing. A copy of his decision shall be delivered to the teacher involved, the Ad Hoc Committee, and the school principal.

Level Four.

- A. If the grievance is not satisfactorily resolved in Level Three, the teacher or the Ad Hoc Committee may within ten (10) days after receipt of the superintendent's decision in Level Three, appeal the grievance to the Board of Education. The appeal shall be in writing and shall contain the reasons for the appeal and a copy of the superintendent's decision at Level Three.
- B. The appeal shall be heard at the next regularly scheduled Board meeting; and, in any event within twenty (20) days after receipt of the appeal. The Board, or its designated Review Committee, shall investigate the grievance, including giving the aggrieved teacher and/or the Association's Ad Hoc Committee a reasonable opportunity to be heard. The Board shall render its decision in writing within twenty (20) days after holding a hearing on the appeal. A copy of the Board's decision shall be delivered to the teacher involved, to the Ad Hoc Committee, and to the superintendent.

Level Five.

- A. If the grievance is not satisfactorily resolved in Level Four, the grievance may within ten (10) days be appealed to mediation and fact-finding under Act 379 of the Public Acts of 1965. Such appeal shall be made in writing, with copies to all parties. In this event any party may be represented, in reasonable number, as they may determine.
- B. If the alleged grievance is not settled at Level Four, the matter may be referred to arbitration. The matter may be referred to arbitration, provided that the notice to refer the matter is given to the Board within ten (10) days from the date of the Board's written decision at Level Four. Within five (5) days after the date of the written request for arbitration, a committee of the Board or its designated representative and the Association or its designated representative shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within the time period set forth herein, the parties seeking arbitration shall file the request with the Michigan Employment Relations Commissions to submit a list of qualified arbitrators.

The arbitrator shall then be selected according to the rules of the Michigan Employment Relations Commission. If for any reason, the Michigan Employment Relations Commission shall not offer this service, the parties shall apply directly to the American Arbitration Association, which shall appoint the arbitrator.

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

All days set forth in this paragraph shall be interpreted to be school days rather than calendar days, except that if the end of the school year intervenes, then all subsequent days shall be calendar days.

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

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

11:5 MISCELLANEOUS:

- A. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed, but may be the subject of negotiation. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
- B. No back pay shall be awarded for any period prior to thirty (30) days before the filing of a written grievance. No claim for back wages shall exceed the amount of wages the teacher would otherwise have earned at his regular rate. Any settlement of a back-pay claim shall be limited to the amount of wages the employee would otherwise have earned from his regular employment with the district less any wages earned during the time he is off work.

SECTION 12 - PROFESSIONAL NEGOTIATIONS

12:1 COMMENCEMENT OF NEGOTIATIONS:

Not later than April 1 of the school year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' salaries, hours and other conditions of their employment. Such negotiation shall include the subjects covered by this Agreement and any other matters dealing with wages, hours, and conditions of employment, as defined by Act 379. Any Agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the Association.

- A. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.

B. If the negotiations described in this section have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed during the life of this contract.

12:2 UNRESTRAINED NEGOTIATIONS:

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.

A. Bargaining During Life of Contract:

Therefore, the Board and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement.

B. Exception:

It is understood by the parties that this provision shall not be construed to apply to negotiations for a successor agreement as defined above in Section 12:1.

12:3 SELECTION OF REPRESENTATIVES:

Neither party in any negotiations shall have any control over the selection of the representatives of the other party.

Despite reference herein to the Board and the Association, as such, each reserves the right to act hereunder by committee, individual member, or designated representative.

12:4 MODIFICATION OF THIS AGREEMENT:

This Agreement may not be modified in whole or in part by the parties except by mutual written agreement.

12:5 LETTER OF AGREEMENT:

While the Board of Education and the Association have bargained over a successor agreement, the Board of Education and the Association hereby agree to bargain over all issues that may have changed and not been addressed in the present agreement due to legislation pending on July 1, 1997 and/or changes in the Michigan School Code after such date.

It is hereby agreed that the parties to this Agreement shall meet and attempt to reach an agreement over all such changes, if indeed any arise, before implementation.

This Letter of Agreement shall end on June 30, 2000.

SECTION 13 - STRIKES AND SANCTIONS

13:1 NON-AUTHORIZATION OF STRIKE OR WORK STOPPAGE BY ASSOCIATION:

The Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strike and work stoppage shall be deemed to include, but are not limited to, blu-flu or any other type of interference of any kind whatsoever with operations at any of the facilities, buildings or locations of the Board, and picketing or demonstrating of any kind at any time. This provision applies to this school district only and not be activities of teachers within district who are carrying out MEA-related functions not in relation to this school system.

13:2 UNFAIR LABOR PRACTICES:

The Board and the Association agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practices in this district as defined by the Public Employment Relations Act.

13:3 NON-PARTICIPATION BY TEACHER IN STRIKE OR WORK STOPPAGE:

No teacher employed by the Norway-Vulcan School District shall cause or participate in any of the activities prohibited in Section 13:1 above.

SECTION 14 - SUMMER SCHOOL

14:1 PREFERENCE TO TEACHERS FOR SUMMER SCHOOL POSITION:

In the event the Board determines to maintain a summer school program, the Board agrees to give preference to regularly employed teachers in the District who are qualified for the available summer school positions and who have notified the superintendent of their desire to teach in the summer school program in filling such positions. Wherever two (2) or more teachers apply for a summer school teaching position, and in the opinion of the superintendent their qualifications are relatively equal, the length of service in the Norway-Vulcan Area School District shall be the determining factor.

14:2 NOTIFICATION BY TEACHERS OF DESIRE TO TEACH:

A list of proposed summer school teaching positions will be made available to all teachers on or before May 1. Teachers desiring to teach in the summer school program shall notify the superintendent in writing within the time limits set by the administration.

14:3 SALARY FOR SUMMER SCHOOL TEACHERS:

Rates for summer school positions will be determined by the Board following notification to and discussion with the Association.

SECTION 15 - PROFESSIONAL COMPENSATION

15:1 SALARY SCHEDULE:

The basic salaries of teachers covered by this Agreement are set forth in SCHEDULE B, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

15:2 CREDIT ON SALARY SCHEDULE:

Newly employed teachers will be given credit on the salary schedule in accordance with administrative regulation 3120-R.

15:3 DAILY RATE:

A teacher's daily rate for 1997-98 and 1998-99 shall be determined by dividing his contractual salary for those years by 185. The daily rate for 1999-2000 will be determined by dividing the contractual salary by 186.

15:4 HOURLY RATE:

A teacher's hourly rate shall be determined by dividing his daily rate by 7.

15:5 EXTRA-DUTY ASSIGNMENT:

Teachers involved in extra duty assignments set forth in SCHEDULE C, which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof.

15:6 PAY CHECKS EVERY OTHER FRIDAY:

The administration agrees to distribute salary checks every other Friday; except at his discretion, the superintendent can distribute all individual checks at the beginning of the summer.

15:7 LEVEL OF PREPARATION:

By June 1st of each year, each teacher covered by the Master Agreement, who contemplates movement to a column of higher preparation for the following school year, shall file a letter of intent with the superintendent of schools stating the level of preparation he or she expects to attain. Failure to file such letter of intent shall result in the teacher remaining at the present level of preparation for the contract year. Each person filing a letter of intent shall notify the superintendent of schools no later than September 15 of the school year that he or she has attained the level of preparation. Failure to notify the school shall be reason for withholding the salary increase. If a teacher attains a level of preparation above that stated in the June 1st letter of intent, such higher level of preparation shall not become effective until the next contract period.

15:8 INSURANCE:

Pursuant to the authority set forth in Section 617 of the school code of 1955, as amended, the Board agrees to furnish all teachers the following insurance protection:

- A. Commencing on July 1, 1997, 1998 and 1999, the Board agrees to pay the premiums for a MESSA-PAK Plan containing the following provisions:

Plan A

- (1) MESSA Super Med I with MESSA Care rider (\$100 deductible, \$2 or currently established prescription co-pay).
- (2) Dental Coverage - 80/80/80 \$1,500 rider
- (3) Life Insurance - \$40,000 Group Term Life
- (4) Vision Insurance - VSP-2

Plan B

- (1) No health insurance.
- (2) Dental Coverage - 80/80/80 \$1,500 rider
- (3) Life Insurance - \$50,000 Group Term Life
- (4) Dependent Life Insurance \$5,000 Spouse and Children
- (5) Vision Insurance - VSP-3

For those employees taking the Plan B insurance option, the Board agrees to pay \$1,000 to the employee each year he/she remains in Plan B during the life of the agreement.

In the event of a status change such as a divorce or death of a spouse carrying primary insurance, a change from Plan B to Plan A will be allowed and the \$1,000 Plan B payment will be pro-rated according to the length of time the employee has received Plan B coverage.

- B. Any insurance benefits provided for herein shall be subject to the terms and conditions specified in the School District's group insurance policy, and any claim by the employee shall not be the basis of a grievance or subject to arbitration.

The School District, by payment of the premiums required to provide coverage as agreed upon, shall be relieved from all liability with respect to any insurance benefits provided in the Agreement. The failure of an insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the School District or the Association nor shall failure be considered a breach by either of them of any obligations under this agreement.

15:9 SUPPLEMENTAL SALARY SCHEDULE:

Supplemental salary payments are set forth in SCHEDULE C.

15:10 SALARY SCHEDULE:

All salary schedules developed by the district will follow the form established by SCHEDULE A, which is made a part of this Agreement.

In an attempt to achieve a high degree of salary schedule development the following basic rules shall apply to any salary schedule developed in the district.

1. The dollar value of all increments, regardless of degree column, shall be the same. This does not mean that the number of increments in any degree column shall be the same, but only that the dollar value of the increments, where given shall be the same.
2. The dollar value assigned to the achievement of a higher degree in the salary schedule shall be equal to twice the dollar value of the annual increment.

15:11 RETIREMENT CONTRIBUTIONS:

The Board agrees to pay retirement contributions for all employees as required by law.

15:12 RETIREMENT OR DEATH BENEFIT:

In recognition of service to the Norway-Vulcan Area Schools, a teacher will be paid upon retirement, or death, for each sick day accumulated. Payment will be based on the following sliding scale:

<u># of Sick Days</u>	<u>Payment</u>
50 - under	\$10/day
51 - 100	\$20/day
101 - 125	\$25/day
126 - 150	\$30/day
151 - 160	\$40/day

To qualify, a teacher must have a minimum of seven (7) years of service in the Norway-Vulcan Area School District. All years of service will be paid including the first seven (7) qualifying years. This payment shall be made upon showing proof that the retiree is receiving retirement benefits under the Michigan School Employees Retirement System.

The payment for part-time teachers will be prorated (i.e., a half-time (1/2) teacher would receive one half the amount indicated on the sliding scale provided all other qualifications are met).

15:13 EARLY RETIREMENT INCENTIVE:

There is hereby established an Early Retirement Incentive plan for employees covered by this agreement. A qualifying

teacher must have a minimum of twenty (20) years of service with the District and must qualify for a retirement benefit from the Michigan Public School Retirement system. To participate in this plan, an employee must make application to the Board by June 1 of the year of his/her retirement.

There shall be no minimum age for participation in this plan.

The retiree shall forfeit any and all recall rights and all accumulated seniority.

The amount of the incentive payments under this plan, when activated, shall be as follows:

First year of retirement	\$ 6,000
Second year of retirement	4,000
Third year of retirement	3,000
Fourth year of retirement	2,000

The payments shall be made in equal monthly installments for each year, beginning in the month following the employee's retirement date. On January 1 of each year during which incentive payments are due, the retiree may elect to receive the entire amount due for the calendar year in a lump sum.

In the event of the retiree's death, or upon the death of a present bargaining unit member, the remaining benefits will be paid, according to the above schedule, to the retiree's surviving designated beneficiary.

A qualifying teacher must have a retirement date that is effective prior to his/her fifty-seventh (57th) birthday.

If a Michigan court, following exhaustion of all available appeals, rules that early retirement incentive plans are in violation of state statutes, the early retirement incentive program described herein shall be null and void.

This provision of the master agreement shall be renegotiated at the end of the 1999-2000 school year and will not be renewed into subsequent master agreements without the express approval of both parties.

SECTION 16 - MISCELLANEOUS PROVISIONS:

16:1 SCHOOL CALENDAR:

The Board and the Association agree that the following will be provided for in the school calendar:

- A. One hundred eighty-three (183) days of student instruction for the 1997-98 and 1998-99 school years and the 1999-2000 school will have one hundred eighty-four (184) days of student instruction.
- B. Two (2) days of teacher record-keeping and one (1) day at the beginning of school for teachers new to the system.

- C. Scheduling of the use of teacher record-keeping days shall be left to the judgment of the building principal. (See Parental Contacts - Paragraph 4:10).
- D. Provisions will be made in each year of the contract to provide staff inservice days, in one half day increments, within the scheduled student days of instruction.

The calendar for the 1997-98 school year is attached hereto as SCHEDULE D. Representative of the Association and the Superintendent will meet in the spring of 1998 to finalize the calendar for 1998-99 and the spring of 1999 to finalize the calendar for 1999-2000.

16:2 AGREEMENT SUPERSEDES RULES INCONSISTENT WITH IT:

This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

16:3 AGREEMENT SUBJECT TO LAWS OF STATE:

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Association, and employees in the bargaining unit, and in the event that any provisions of this Agreement shall be any time held to be contrary to the law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other of the Agreement shall continue in effect.

16:4 COPIES OF AGREEMENT:

Copies of this Agreement titled Master Agreement Between the Board of Education, Norway-Vulcan Area Schools and Upper Peninsula Education Association - Michigan Education Association shall be reproduced at the expense of the Board within thirty (30) days after this Agreement is signed and presented to all teachers now employed or hereafter employed.

16:5 SECTION HEADINGS:

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

16:6 SUFFICIENCY OF NOTICE:

Notice to the Association, as provided for hereunder, need not be sent or served upon the Upper Peninsula Education Association or the Michigan Education Association.

Instead, notice shall be sufficient if served upon the President of the local chapter of the teachers.

16:7 If the state of Michigan promulgates a bid insurance law that supersedes over this local contract, the parties agree to renegotiate that part of the contract.

16:8 DRUG-FREE AND ALCOHOL-FREE WORKPLACE: See Board Policy GBE.

SECTION 17 - DURATION OF CONTRACT

17:1 DURATION:

The provisions of this Agreement shall be effective as of the date of final signatures, and shall continue and remain in full force and effect to and including June 30, 2000, and thereafter for successive periods of one (1) year unless either party shall, on or before April 1, 2000 serve written notice on the other party of a desire to terminate, modify, change, or amend this Agreement. A notice of desire to modify, change, amend or any combination thereof, shall have the effect of terminating the entire agreement on the expiration date in the same manner as a notice to terminate, unless before that date, all suggestions of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized representative the day and year first above written.

BOARD OF EDUCATION

Norway-Vulcan Area Schools

Date: _____

By: _____

Date: _____

Date: _____

UPPER PENINSULA EDUCATION ASSOCIATION

Date: _____

By: _____

MICHIGAN EDUCATION ASSOCIATION

Date: _____

By: _____

FACTOR SALARY SCHEDULE A

<u>Exp.</u>	<u>BS</u>	<u>BS+10</u>	<u>BS+20</u>	<u>BS+30</u>	<u>BS+36</u> <u>MA</u>	<u>BS+46</u> <u>MS+10</u>	<u>BS+56</u> <u>MS+20</u>	<u>BS+66</u> <u>MS+30</u>
1	1.050	1.075	1.100	1.125	1.150	1.175	1.200	1.225
2	1.100	1.125	1.150	1.175	1.200	1.225	1.250	1.275
3	1.150	1.175	1.200	1.225	1.250	1.275	1.300	1.325
4	1.200	1.225	1.250	1.275	1.300	1.325	1.350	1.375
5	1.250	1.275	1.300	1.325	1.350	1.375	1.400	1.425
6	1.300	1.325	1.350	1.375	1.400	1.425	1.450	1.475
7	1.350	1.375	1.400	1.425	1.450	1.475	1.500	1.525
8	1.400	1.425	1.450	1.475	1.500	1.525	1.550	1.575
9	1.450	1.475	1.500	1.525	1.550	1.575	1.600	1.625
10	1.500	1.525	1.550	1.575	1.600	1.625	1.650	1.675
11	-----	-----	1.600	1.625	1.650	1.675	1.700	1.725
12	-----	-----	-----	-----	1.700	1.725	1.750	1.775
13	-----	-----	-----	-----	1.750	1.775	1.800	1.825
20	1.550	1.575	1.650	1.675	1.800	1.825	1.850	1.875

The Factor Salary Schedule A applies to all lanes and increments for steps six (6) through twenty (20) for the length of this agreement. The dollar amounts for the lanes and increments in steps six (6) through twenty (20) are determined by multiplying the zero (0) step for each contract year by the factor listed. The zero (0) step for three years of the contract are as follows:

<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
\$26,059	\$26,737	\$27,459

The Factor Salary Schedule will not apply to all lanes and increments for steps one (1) through five (5) for the length of this agreement. The dollar amounts for the lanes and increments in steps one (1) through five (5) will be determined as follows:

For 1997-98: Each of the figures in steps one (1) through five (5) in Schedule B of 1996-97 will be adjusted upward by 2.0%.

For 1998-99: Each of the figures in steps one (1) through five (5) in Schedule B of 1997-98 will be adjusted upward by 2.0%

For 1999-2000: Each of the figures in steps one (1) through five (5) in Schedule B of 1998-99 will be adjusted upward by 2.0%.

SCHEDULE B -1997-98

	BS	BS+10	BS+20	BS+30	BS+36 MA	BS+46 MA+10	BS+56 MA+20	BS+66 MA+30
1	27,176	27,823	28,469	29,117	29,764	30,410	31,058	31,705
2	28,469	29,117	29,764	30,410	31,058	31,705	32,352	32,999
3	29,764	30,410	31,058	31,705	32,352	32,999	33,646	34,293
4	31,058	31,705	32,352	32,999	33,646	34,293	34,940	35,587
5	32,352	32,999	33,646	34,293	34,940	35,587	36,234	36,881
6	33,877	34,529	35,180	35,831	36,483	37,134	37,785	38,438
7	35,180	35,831	36,483	37,134	37,785	38,438	39,089	39,740
8	36,483	37,134	37,785	38,438	39,089	39,740	40,392	41,043
9	37,785	38,438	39,089	39,740	40,392	41,043	41,694	42,346
10	39,089	39,740	40,392	41,043	41,694	42,346	42,997	43,649
11	-----	-----	41,694	42,346	42,997	43,649	44,301	44,952
12	-----	-----	-----	-----	44,301	44,952	45,604	46,255
13	-----	-----	-----	-----	45,604	46,255	46,906	47,558
20	40,392	41,043	42,997	43,649	46,906	47,558	48,209	48,861

BS + 36 = Masters Hours beyond BS + 30 to be preapproved by
 superintendent and must be related to
 teaching area.

\$1,000 longevity bonus upon attainment of 25 years experience.

SCHEDULE B - 1998-99

	BS	BS+10	BS+20	BS+30	BS+36 MA	BS+46 MA+10	BS+56 MA+20	BS+66 MA+30
1	27,720	28,379	29,038	29,699	30,359	31,018	31,679	32,339
2	29,038	29,699	30,359	31,018	31,679	32,339	32,999	33,659
3	30,359	31,018	31,679	32,339	32,999	33,659	34,319	34,979
4	31,679	32,339	32,999	33,659	34,319	34,979	35,639	36,299
5	32,999	33,659	34,319	34,979	35,639	36,299	36,959	37,619
6	34,758	35,427	36,095	36,763	37,432	38,099	38,767	39,437
7	36,095	36,763	37,432	38,099	38,767	39,437	40,105	40,773
8	37,432	38,099	38,767	39,437	40,105	40,773	41,442	42,110
9	38,767	39,437	40,105	40,773	41,442	42,110	42,778	43,447
10	40,105	40,773	41,442	42,110	42,778	43,447	44,115	44,784
11	-----	-----	42,778	43,447	44,115	44,784	45,453	46,121
12	-----	-----	-----	-----	45,453	46,121	46,790	47,458
13	-----	-----	-----	-----	46,790	47,458	48,126	48,795
20	41,442	42,110	44,115	44,784	48,126	48,795	49,462	50,131

BS + 36 = Masters Hours beyond BS + 30 to be preapproved by superintendent and must be related to teaching area.

\$1,000 longevity bonus upon attainment of 25 years experience.

SCHEDULE B - 1999-2000

	BS	BS+10	BS+20	BS+30	BS+36 MA	BS+46 MA+10	BS+56 MA+20	BS+66 MA+30
1	28,274	28,947	29,619	30,293	30,966	31,639	32,313	32,986
2	29,619	30,293	30,966	31,639	32,313	32,986	33,659	34,332
3	30,966	31,639	32,313	32,986	33,659	34,332	35,005	35,679
4	32,313	32,986	33,659	34,332	35,005	35,679	36,352	37,025
5	33,659	34,332	35,005	35,679	36,352	37,025	37,698	38,371
6	35,696	36,384	37,070	37,756	38,443	39,128	39,814	40,502
7	37,070	37,756	38,443	39,128	39,814	40,502	41,188	41,874
8	38,443	39,128	39,814	40,502	41,188	41,874	42,561	43,247
9	39,814	40,502	41,188	41,874	42,561	43,247	43,933	44,620
10	41,188	41,874	42,561	43,247	43,933	44,620	45,306	45,993
11	-----	-----	43,933	44,620	45,306	45,993	46,680	47,366
12	-----	-----	-----	-----	46,680	47,366	48,053	48,739
13	-----	-----	-----	-----	48,053	48,739	49,425	50,112
20	42,561	43,247	45,306	45,993	49,425	50,112	50,797	51,485

BS + 36 = Masters Hours beyond BS + 30 to be preapproved by
superintendent and must be related to
teaching area.

\$1,000 longevity bonus upon attainment of 25 years experience.

SCHEDULE C

Schedule C Salaries are figured on the zero step that was removed from Schedule B. With subsequent increases, the basis for this schedule is as follows:

	<u>1997-98</u> \$26,059	<u>1998-99</u> \$26,737	<u>1999-2000</u> \$27,459		
<u>POSITION</u>		<u>PERCENT OF BASE</u>	<u>97-98</u>	<u>98-99</u>	<u>99-2000</u>
FOOTBALL:					
Varsity Head Coach		18.0%	4,691	4,813	4,943
Varsity Assistant		11.0%	2,866	2,941	3,020
Jr. Varsity Coach		11.0%	2,866	2,941	3,020
Asst. J.V. Coach		8.0%	2,085	2,139	2,197
Freshman Coach		9.0%	2,345	2,406	2,471
Asst. Freshman Coach		7.0%	1,824	1,872	1,922
BASKETBALL:					
Varsity Head Coach		18.0%	4,691	4,813	4,943
Jr. Varsity Coach		11.0%	2,866	2,941	3,020
Freshmen Coach		8.0%	2,085	2,139	2,197
WRESTLING:					
Varsity Head Coach		10.0%	2,606	2,674	2,746
Assistant Coach		7.0%	1,824	1,872	1,922
TRACK:					
Varsity Head Coach		9.0%	2,345	2,406	2,471
VOLLEYBALL:					
Varsity Head Coach		10.0%	2,606	2,674	2,746
Jr. Varsity Coach		7.0%	1,824	1,872	1,922
CROSS COUNTRY:		4.0%	1,042	1,069	1,098
GOLF:		4.0%	1,042	1,069	1,098
SKIING:		4.0%	1,042	1,069	1,098
TENNIS:		4.0%	1,042	1,069	1,098
4TH-6TH FLAG FOOTBALL:		2.0%	521	535	549
7TH-8TH FLAG FOOTBALL:		2.0%	521	535	549
7TH GRADE BASKETBALL:		3.0%	782	802	824
8TH GRADE BASKETBALL:		3.0%	782	802	824
WEIGHT ROOM SUPERVISOR:		5.0%	1,303	1,337	1,373
BAND DIRECTOR:		9.0%	2,345	2,406	2,471
COLOR GUARD ADVISOR:		3.0%	782	802	824
CHEERLEADER COACHES:					
High School Advisor		3.0%	782	802	824
Middle School Advisor		1.0%	261	267	275

<u>POSITION</u>	<u>PERCENT OF BASE</u>	<u>97-98</u>	<u>98-99</u>	<u>99-2000</u>
CLASS ADVISORS:				
Senior	3.0%	782	802	824
Junior	3.0%	782	802	824
Sophomore	1.0%	261	267	275
Freshmen	1.0%	261	267	275
ELEM CHRISTMAS PROGRAM:				
	1.0%	261	267	275
SCHOOL EVENTS/PUBLICITY DIRECTOR:				
	3.0%	782	802	824
JOURNALISM:				
Annual Director	6.0%	1,564	1,604	1,648
School Newspaper	2.0%	521	535	549
STUDENT COUNCIL:				
High School Advisor	2.0%	521	535	549
Middle School Advisor	2.0%	521	535	549
NATIONAL HONOR SOCIETY DIRECTOR:				
	2.0%	521	535	549
CLUBS:				
Art Club	2.0%	521	535	549
Drama Club	3.0%	782	802	824
Foreign Language Club	2.0%	521	535	549
Forensics	3.0%	782	802	824
High School Bowl	2.0%	521	535	549
Key Club	2.0%	521	535	549
Varsity N Club	2.0%	521	535	549
PRE-SCHOOL SUPERVISOR AND/OR NOON HOUR:				
Elementary	3.0%	782	802	824
Middle School	3.0%	782	802	824
High School	3.0%	782	802	824
BUS SUPERVISOR:				
Twenty minutes per day	1.5%	391	401	412
Forty minutes per day	3.0%	782	802	824
INSTRUCTIONAL SERVICES:				
Per Hour		\$13.50	\$14.00	\$14.50
ATHLETIC WORK:				
Basketball Timer & Scorers:				
2 Games J.V./Varsity Basketball	\$	27.00		
Freshman Basketball	\$	14.00		
2 Games Middle School Basketball	\$	20.00		
Football Timer & Scorers:				
Varsity Football Timer/Scorer	\$	15.00		
J.V./Fresh. Football Timer/Scorer	\$	14.00		
Volleyball Timer & Scorers:				
2 Games; J.V./Varsity	\$	25.00		
Wrestling Timer/Scorers:				
	\$	15.00		
PA Announcer:				
Basketball				
J.V./Varsity	\$	15.00		
Football				
Varsity	\$	15.00		
J.V.	\$	12.00		
Ticket Sellers	\$	15.00		

Director of Guidance - Up to 10 additional work days per year may be required. Payment will be at the regular daily salary rate.

LONGEVITY: For athletic positions only, an increase of 5% of the coaching salary will be given after 10 years of service in the same coaching position.

SCHEDULE - D

NORWAY-VULCAN AREA SCHOOLS

1997-98 Calendar

August 22, 1997	Teacher Inservice (Voluntary)
August 25, 1997	1st Day of School for Students
September 1, 1997	Labor Day - No School
October 24, 1997	End of 1st Marking Period
November 17, 1997	Deer Season - No School
November 27 & 28, 1997	Thanksgiving - No School
December 22, 1997	Begin Holiday Observance
January 5, 1998	Classes Resume
January 16, 1998	End of 1st Semester
February 16, 1998	Mid-winter Break
March 20, 1998	End of 3rd. Marking Period
April 10, 1998	Spring Break Begins
April 20, 1998	Classes Resume
May 25, 1998	Memorial Day - No School
June 5, 1998	Last Day of School for Students

SNOW DAYS

Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, emergencies, mechanical breakdowns, or health conditions as defined by city, county or state health authorities, may be rescheduled in the discretion of the Board of Education to ensure that there are a minimum of 180 days of actual student instruction (or more days if such additional days are necessary to receive full state aid). Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.

The Board of Education shall not be required to cancel a work day (in other words, a day when teachers report but students are not in session such as an end of semester grading day, a parent/teacher conference day, or an in-service day) or that portion of any day which is scheduled to be a partial work day even though students do not report. However, the Board may cancel such a day or partial day in its sole discretion. The Board shall not be required to reschedule any work day, or a partial work day which is cancelled, but may do so in its sole discretion.

Total annual salary is based upon 185 days of work for 1997-98, 1998-99 and 186 days of work for 1999-2000 regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Teachers will be paid an additional per diem rate only for any days which they are required to work as part of the regular school year beyond those numbers listed above.

In the event a teacher receives unemployment compensation benefits of any nature during the school year associated with his or her regular teaching assignment due to days of instruction not being held when scheduled due to conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the teacher works those instructional days at a later time, the teacher will have his or her pay adjusted, such that his or her unemployment compensation plus the salary paid to the teacher for the year will be equal to the annual salary he or she would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons.

