

8/31/87

A G R E E M E N T

between the

HOUGHTON-PORTAGE TOWNSHIP BOARD OF EDUCATION

and the

COPPER COUNTRY EDUCATION ASSOCIATION

Effective

September 1, 1985

through

August 31, 1987

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Houghton-Portage Township Schools

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ARTICLE I

Recognition

Pursuant to Act 379, Public Acts of 1965 as amended, the District hereby recognizes the Copper Country Education Association as the exclusive representative for the purposes of collective bargaining with respect to rate of pay, hours and other terms and conditions of employment for the entire term of the agreement. The bargaining unit shall consist of:

All certified professional personnel, including classroom teachers, substitute teachers, guidance counselors, librarians and school nurses on tenure or probation, under contract or per diem appointment, employed by the Board whether or not assigned to a public school building, but excluding office clerical employees, supervisory and executive personnel, teacher aides, and all others not included in the bargaining unit mentioned above. The position of principal/teacher will not be considered as a part of the teacher bargaining unit.

ARTICLE II

Duration

All articles of this Agreement shall be effective September 1, 1985 through August 31, 1987.

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

ARTICLE III

Board Rights

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and/or the United States.

A. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the school district.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work.
5. Adopt reasonable rules, policies and regulations.
6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof.
7. Determine the financial policies, including all accounting procedures.
8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

The exercise of these powers, rights, authorities, duties and responsibilities by the Board shall be limited only by the specific and expressed terms of this Agreement. It is further understood that the above rights are not to be interpreted as abridging or conflicting with any specific provision of this Agreement.

B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement. In the event any difference arises with regard to any matter contained in this Article and such matter is referred to arbitration, the arbitrator shall determine whether or not the Board's action leading to such difference was protected by this Article and, if so, shall deny the grievance.

ARTICLE IV

Evaluation of Teachers

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. The evaluation shall be conducted within the school system and/or in the course of a school activity in which the teacher is representing the district in a contractual capacity. The use of closed-circuit surveillance devices or public address systems will not be used in monitoring or observing teacher performance.
- B. Evaluations shall be conducted by the building principal, assistant principal, or other qualified administrators designated by the Board. Each written review of the teacher's job performance shall be based on one full period of continuous observation. Administrators reserve the right to include in the final evaluation of each teacher a statement, or statements, concerning the overall performance of the teacher that has been observed by the administrator, both in and out of the formal evaluation sessions. These informal observations shall be a part of the total evaluation process.
- C. The performance of all teachers shall be evaluated in writing as follows:
1. Probationary teachers shall be evaluated at least two times each year. A personal meeting will be held as soon as possible and within ten school days thereafter to review the job performance of the probationary teacher.
 2. Tenure teachers shall be evaluated in writing at least once a year. A personal meeting will be held with each tenure teacher as soon as possible and within ten school days thereafter to review his job performance.
 3. Contained in the evaluation will be the written opinions of the observing administrators in which areas of deficiency will be indicated. The administration will recommend appropriate steps for improvements to areas of deficiency.
 4. Subsequent evaluations shall comment on a teacher's prior areas of deficiency.
 5. Probationary teachers will be evaluated at least twice prior to the end of January. Initial evaluation for tenure teachers will take place prior to April 15.
 6. Since athletics and special activities personnel are to be evaluated, a job description and criteria for evaluation must be made available prior to the start of the activity.
 7. A new employee, prior to the time school begins, will be given a copy of his/her job description.
- D. Two copies of the written evaluation will be developed, one to be signed and returned to the teacher/coach and another to be placed in the teacher/coach file. In the event that the teacher feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report.

- E. Teachers will have the right to review the contents of their personnel files. A representative of the Association may accompany the teacher in this review if requested.
- F. Administrators welcome any suggestions for improvement of the evaluative procedures made by teachers. These may be submitted to the administration once per year in September. Upon receipt of these suggestions, a committee will be established by the building principal to review the suggestions and to include them in the evaluative procedure if it is felt to be desirable by the administration.
- G. Any matter concerning teacher evaluation is not to be processed beyond Level 3 of the grievance procedure.
- H. The Board shall be responsible for providing each teacher with a copy of the evaluation form and check-list to be used during the school year.

ARTICLE V

Grievance Procedure

The primary purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances which are an outgrowth of a breach of contract. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

- A. Definition: A grievance is a claim based upon an alleged violation, mis-interpretation or misapplication of any provision of this Agreement.
- B. The Association shall designate one representative per building to assist in the handling of grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session.
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants.
 - 2. It shall be specific.
 - 3. It shall cite the section or subsections of this contract alleged to have been violated.
 - 4. It shall contain the date of the alleged violation.
 - 5. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Level One

A teacher with a grievance shall fill out the grievance form and discuss it with his/her immediate supervisor or principal within five school days of its discovery within the school year it occurred. It is further understood that the test for the time of discovery of the alleged wrong shall be that of a reasonable, prudent person. The immediate supervisor or principal shall respond to the grievance within five school days of the receipt of the grievance.

Level Two

In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, he/she may, within seven days, file a written grievance with a Professional Rights and Responsibilities Committee, said committee to be made up of five members, three of whom will be CCEA members teaching in the Houghton-Portage Township Schools. Within five days of the receipt of the grievance, the PR&R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists, the grievance shall be dropped. If the committee decides that there is a legitimate grievance, it shall immediately process a claim with the Superintendent of Schools. Within ten days from receipt of the grievance by the superintendent, he shall render a decision on the grievance. The teacher shall appeal within ten school days after receiving said answer to the school board or the grievance shall be considered abandoned.

Level Three

In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may refer the grievance through the PR&R Committee to the Board of Education. Within 30 days of receipt of the grievance, the Board shall render a decision. The teacher is entitled to a hearing with the Board at this level. The teacher shall appeal within ten school days after receiving said answer from the Board or the grievance shall be considered to be abandoned.

Level Four

Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten school days after the decision of the Board refer the matter for arbitration to the American Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party, not less than three days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement.

His/her authority shall be limited to deciding whether a specific article and a section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan School Laws or any other national, state, county, district or local laws.

The decision of the arbitrator shall be final and binding.

The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expense in connection therewith.

The time limit provided in this article shall be strictly observed but may be extended by written agreement of both the parties. In the event a grievance is filed after May 15, said grievance will be processed as soon thereafter as possible.

Miscellaneous Provisions

1. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person, provided, however, that any teacher may, in no event, be represented by an officer, agent or other representative of any organization other than the Association.
2. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participant. Information in these files shall be private and confidential.
3. Decisions rendered at all levels, other than Level One, shall be in writing and shall be promptly transmitted to all parties of interest.
4. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
5. The failure to rehire a probationary teacher shall not be subject to Level Four of the grievance procedure but shall terminate with appeal to the Board of Education.
6. The termination of services or failure to re-employ any teacher to a position in the extra-curricular schedule shall not be subject to Level Four of the grievance procedure but shall terminate with appeal to the Board of Education.

ARTICLE VI

Teacher Responsibilities

- A. The teachers recognize that abuses of sick leave or other leaves, chronic tardiness or absences, willful deficiencies in professional performance or other violation of disciplines by a teacher reflects adversely upon the teaching profession and creates undesirable conditions in the school building. If an abuse occurs:
 1. A verbal warning shall be issued to the teacher as soon as the problem becomes apparent. This warning will be reiterated in the presence of another Association member at the teacher's request. A notation of the verbal warning will be placed in the disciplinary and evaluation file for no longer than the balance of the year in which the verbal warning was given plus one additional school year. This file is to be separate from the personnel file in the superintendent's office.
 2. If the abuse reoccurs, a written warning shall be delivered to the teacher, with copies to the teacher's evaluation file, the building administrator and the Association.
- B. In addition to teaching, the school day will be used by teachers for:
 1. Planning and preparing for classes.
 2. Evaluating pupil progress.
 3. Reporting evaluations of pupil progress to the school administration and to the parents of the children whom they teach.
 4. Providing professional service to the school and the community for the purpose of assisting in the development and implementation of quality education in the system.
 5. Furnishing essential reports and information required by administrators.
- C. Teachers are expected to participate in extra school activities such as the following:
 1. Attendance at faculty meetings and departmental meetings.
 2. Attendance at in-service training sessions.
 3. Attendance at parent meetings when planned by teachers and the building principal.
 4. Participating in system-wide committees.
 5. Parent-teacher conferences.

Teachers' participation in extra-curricular activities for which no compensation is paid will be voluntary. At the same time, the teachers recognize that their

responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of a normal working day, including preparation for and supervision of extra-curricular student activities and functions.

- D. The teachers recognize their shared responsibility with the administration and the Board to assume an active role in supervising students in the building throughout the normal school day.
- E. Teachers will be expected to remain on duty as long as needed in the event of emergency situations. (As an example, but not by way of limitation, emergency situations do not mean inclement weather.)
- F. Teachers will not leave their buildings during working hours without the consent of the building principal or his/her designated representative if they are available.
- G. Teachers shall be informed of a telephone number they shall call before 7:30 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

ARTICLE VII

Teaching Hours

Houghton Elementary and Houghton Central Schools

Teachers will be at their assigned places of duty not later than 8:10 a.m. Teachers may leave the building at 3:10 p.m. if they have worked during the lunch period and at 3:15 p.m. if they have not worked during the lunch period, except on Fridays and the day before holidays, when the teacher workday will terminate at 3:04 p.m. for all staff members.

All Schools

- A. All teachers are entitled to a duty-free lunch period equivalent in length to the lunch period in their respective schools.
- B. All teachers who choose to work the lunch hour duty schedule will be provided a free lunch or will be paid for said lunch hour duty and shall further have the right to end the school day at 3:10 p.m.
- C. On those days when students are dismissed during the school day because of inclement weather, teachers will be required to remain at or near their assigned places of duty 20 minutes beyond the time students are dismissed.
- D. Effort will be made to hold meetings no more frequently than once each week and, insofar as possible, prior to the beginning of school in the A.M.
- E. On those days when school is delayed because of inclement weather, teachers will be required to report to work 30 minutes prior to the adjusted starting time.

ARTICLE VIII

Teaching Loads and Assignments

A. The normal weekly teaching load in the senior and junior high school will be 25 teaching periods and ten unassigned preparation periods, or 25 teaching periods and five compensated supervised study periods and five unassigned periods for all classroom teachers. All full-time high school classroom teachers will have an opportunity to apply in writing to be considered as study hall supervisors. In the event an insufficient number of classroom teachers is available, the administration maintains the right to assign teachers to the study halls for additional compensation, this compensation having been established at \$375 per semester for each study hall assignment. High school counselors and librarians shall not be given study hall duties. It is further understood that one study hall may be assigned to an administrator if deemed necessary.

The elementary school teachers will assume a normal teaching load. Preparation time will be equal to that of high school teachers. On inclement weather days, elementary teachers shall assume responsibility for 20 minutes per day of recess supervision on a rotating basis. The building principal shall coordinate a schedule for supervision and make the decision concerning inclement weather.

The difference between high school and elementary morning starting time, length of lunch time, and dismissal time will also be considered as preparation time for elementary teachers.

	<u>Elementary School</u>	<u>High School</u>	<u>Minute Difference</u>
Teachers Arrive	8:10 a.m.	8:10 a.m.	
School Starts	8:30 a.m.	8:20 a.m.	10 minutes
Lunch	11:05-11:50 a.m. (45 minutes)	11:57-12:22 p.m. (25 minutes)	20 minutes
Dismissal	2:54 p.m.	3:04 p.m.	<u>10 minutes</u>
	TOTAL MINUTE DIFFERENCE		40 minutes

Elementary Preparation Time

Gym 60 minutes per week
 Music 60 minutes per week
 Art 50 minutes per week
 Library 30 minutes per week
 Recess 100 minutes per week

300 minutes per week

+200 minutes per week difference

500 TOTAL MINUTES PER WEEK PREPARATION TIME

High School Preparation Time

2 x 50 minutes per day = 100 minutes

100 minutes x 5 days
per week = 500 minutes per week

- B. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major and minor field of study and should not serve as substitutes except during their consultation periods, at their consent.
- C. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignment in the secondary school grades, and transfers between schools are sometimes necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, reassign or transfer a teacher without prior discussion with said teacher. Such transfers and changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.
- D. In filling assignments for the teaching of summer school courses, the instructing of driver education, the coaching of athletic sports, or the directing of organized extra-curricular activities, the Board shall, wherever practicable, endeavor to fill such assignments with teachers from within the district. The decision, however, shall rest exclusively with the Board.
- E. Temporary Substitution - If a teacher serves as substitute at the request of the school district to supervise another teacher's class, he/she will be compensated for this substitution at the substitute teacher rate. Teachers are required to keep records of all hours worked and will be paid for same at the end of the school year. No compensation for temporary substitution during a regularly scheduled class hour will be given to teachers having student teachers under their supervision.
- F. It is hereby understood between the parties that counselors and librarians shall receive a twenty-minute coffee break in the morning and afternoon instead of a preparation period.
- G. Study hall supervisors may have payment of \$375 per semester paid to them at the end of the first semester or at the conclusion of the school year.

ARTICLE IX

Personnel Leave

Paid Leaves

- A. At the beginning of the school year, the teacher will be credited with the unused sick leave reserve accumulated in prior years. Additional sick leave will be credited at the rate of one day for each calendar month the teacher teachers in the system, subject to a maximum of ten days per year, with the amount of the accumulation limited to 120 days plus unused personal leave days. Paid leave may be taken for the following reasons and subject to the following conditions:
1. Personal Illness or Disability - The teacher may use all or any portion of the leave to recover from one's own illness or disability, which shall include in part all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
 2. Illness in the Immediate Family - Immediate family shall include spouse, son, daughter, brother, sister, father or mother of the teacher. A teacher may use up to five sick days for illness in the immediate family upon application to the superintendent. The superintendent may grant additional days of sick leave for this purpose.
 3. Any teacher who terminates employment with the district for reasons other than an approved leave will not be entitled to previous sick leave accumulation upon return.
 4. A teacher may use sick leave for dental work, eye exams or diagnostic work which cannot be scheduled at any other time or is of an emergency nature. The superintendent, upon request, may require a statement from the attending specialist or physician attesting to the above condition.
 5. A teacher suffering a loss of pay as a result of having less accumulated sick leave than the length of the teacher's illness will be reimbursed at the end of the school year for any such loss, provided that at the end of the school year the teacher has accumulated sufficient sick leave to qualify for this reimbursement. The right to this reimbursement terminates at the close of each school year.
 6. Miscellaneous Provisions:
 - a. The Board of Education reserves the right to require a doctor's certificate as evidence of illness.
 - b. The superintendent shall certify as to the legitimacy of the claim for compensation for absence.
 - c. Any regular employee of the school system who sustains an injury or occupational disease arising out of and in the course of any employment with the district shall be continued on the payroll to the extent of one's sick leave reserve, provided that where income is received under the Workman's Compensation Act, such income shall

be supplemented by the Board of Education with an amount sufficient to maintain the employee's regular salary or wage for a period not to exceed the number of days in the employee's sick leave accumulation. When the Board supplements the teacher's income under the Workman's Compensation Act, the sick leave accumulation shall be reduced equal to the proportion of the regular salary paid by the Board.

7. Sick leave for teachers employed on a part-time basis or for part of the school year will be in proportion to the time employed.
 8. A statement of the teacher's sick leave account will be presented to each teacher upon request. Requests are limited to twice a year for each teacher.
 9. A teacher who is granted a sick day or personal day on a day when school is cancelled because of inclement weather will not be charged for that particular day.
- B. Bereavement Leave - Bereavement leave of three days for death in the immediate family shall be granted. Additional leave may be granted upon written request to the superintendent where extensive travel is required. Immediate family shall be defined as mother, father, mother-in-law, father-in-law, brother-in-law, sister-in-law, child, spouse, grandchild, grandmother, grandfather, or a member of the immediate household of the employee. Additional leave may be granted so that employees may attend funerals of persons not covered in this section; such leave shall be charged to sick leave.
- C. Personal Leave Days - A full-time teacher regularly employed by the Board shall be granted two personal days per year for the purpose of:
1. Meeting family obligations.
 2. Meeting legal obligations.
 3. Meeting religious obligations.
 4. Meeting funeral obligations.

No personal leave shall be granted during a period of one day before or one day after a recess. A total of eight days in 1985-86 per building and eight days in 1986-87 per building may be used by teachers for personal leave purposes in May and June, with notification to be given by the teacher to the appropriate principal at least one month in advance of the intended day of use. Exceptions to this will be made in the case of legal obligations and family emergencies.

The teacher need not tell how this is being used; however, if a teacher violates the personal leave policy, he/she will forfeit that day's salary. The leave days used shall not be charged against annual or cumulative sick leave. Any unused personal leave days are to be credited to the accumulated sick leave at the end of each school year.

- D. Association Days - The Board shall credit the Association with five teacher days for professional business. These days are to be used for the purpose of attending conferences, workshops or seminars conducted by the Michigan or National Education Association and/or affiliate departments thereof. The teacher may be requested to file a written report within one week of his/her attendance at such conference, workshop or seminar which is non-subject-matter oriented. It is agreed that no more than one teacher shall be absent on any day for such business and that not more than two days may be used by any one person during the year.

- E. Jury Duty - A teacher who serves jury duty during his/her regular scheduled workday will be paid the difference between the jury duty pay and his/her regular pay if jury duty pay is less. The employee agrees to report to work on any day during which he/she is excused as a juror prior to 12 o'clock noon. The employee shall, if he/she expects to receive benefits under this article, furnish his/her employer with a written statement from the court showing the days and time of jury duty and the amount of jury duty or witness fees he/she was eligible to receive for each day. The employee also agrees to notify the building principal within 24 hours of his/her selection as a juror so that the school district may take steps to have the teacher excused as a juror if such action is felt to be desirable to the district.
- F. Sabbatical Leave - Pursuant to Section 572 of the School Code of 1955, teachers who have been employed for seven continuous years in this school district may be granted sabbatical leave on one-half pay subject to the following provisions:
1. The teacher must obtain the approval of the superintendent.
 2. No more than two percent of the staff will be absent at one time.
 3. Application for this leave must be in writing and received by the superintendent no later than March 1 of the school year preceding the year for which leave is requested.
 4. The grantee will agree to return to the employment of the Houghton-Portage Township Schools for two full years.
 5. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for the purpose of applying the salary schedule set forth in the Agreement.

Unpaid Leaves

- A. Military Leave - Military leaves of absence shall be granted to any tenure teacher who shall be inducted or shall enlist in the military services. Teachers on military leave shall be given the benefit of any increments in sick leave allowance which would have been credited to them had they remained in active service to the school system.
- B. Public Office - The Board may grant a leave of absence without pay for one year only to any tenure teacher to campaign for or serve in a public office.
- C. Education-Personal Leave - After seven years of consecutive service to the school district, a teacher may elect to take one year off from the system without compensation for the purpose of pursuing an advanced degree or for personal reasons. Teachers given leaves without pay will advance on the salary schedule upon return. Teachers are requested to make notification of intent to take educational or personal leave during the month of May. In no event will leave be granted if the request is after July 1. In order to qualify for a subsequent educational or personal leave, a teacher will be obligated to serve an additional seven consecutive years of service to the district.

- D. Child Care Leave - A leave of absence without pay shall be granted for up to one year to a teacher for the purpose of infant care within the immediate family. A leave of absence without pay shall be granted for up to one year for the purpose of adoption within the immediate family.
- E. Health Care Leave - The Board may grant leaves of absence to teachers for reasons of health. Such leaves shall be granted for a minimum of one year, plus any unfinished year, at the end of which leave the employee must either return or resign, unless a special extension is recommended by the superintendent. Such leave shall be granted upon the recommendation of a physician's statement. It shall be within the right of the Board to have the employee examined by a physician designated by the Board. A notice of intent to return must be given at least 90 days prior to the expiration of the leave of absence or extension sought; otherwise, the absentee's resignation will become automatic. He/she shall be notified fifteen days in advance of the 90-day period regarding this policy. Upon acceptance of a teacher's application for return to position, said teacher shall be assigned to the same position or to one for which he/she is qualified. Should there be no such vacancy existing at the time of the indicated return to service, the teacher will be offered the next position for which the teacher is qualified.
- F. Miscellaneous Leave Provisions - Unless otherwise indicated, the following conditions shall apply to extended unpaid leaves of absence:
1. Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated upon return.
 2. Salary increments shall not accrue.
 3. Other fringe benefits shall not be paid (hospitalization, life insurance, etc.) except as may be specifically provided elsewhere.
 4. Time spent on an unpaid leave cannot be added to the employee's seniority.
 5. Requests for unpaid leaves shall be in writing to the personnel office.
 6. Leave forms to be executed by the employee will be provided and attached to the contract.
 7. Any teacher on leave of absence is required to notify the Superintendent of Schools in writing prior to July 1 of the school year during which the leave of absence is in effect his/her intent to return to work the following year. Any teacher who does not comply with this requirement and has not notified the superintendent prior to the July 1 deadline will be considered to have resigned effective July 1 preceding the new school year.
- G. Tenure teachers who are officers of the State Association, or who are appointed to its staff, will, upon proper application, be given a leave of absence without pay for the purpose of performing duties for the Association.

ARTICLE X

Vacancies, Promotions and Transfers

- A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by posting a notice of such vacancy in each school building in the district. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least ten days. A copy of this notice of vacancy will be sent to the local unit president.
- B. Any teacher in the district may apply for such vacancy. In filling such vacancy, the Board agrees to give consideration to the professional background and attainments of all applicants as well as other relevant factors. The parties recognize that the filling of vacancies and promotions is a prerogative of the Board, and the decision of the Board will be final unless arbitrary, capricious or without finding of fact. Written applications will be given unsuccessful applicants from within the teaching staff if an explanation is requested in writing.
- C. Since the frequent transfer of teachers from one school to another is disruptive of the educational process, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.
- D. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher's status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE XI

No Strike Clause

The Association recognizes that strikes, as defined by Section 1, Public Act 336 of 1947 as amended in Michigan, by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of the Agreement it shall not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

ARTICLE XII

Staff Reduction

In the event the Board decides to reduce the number of teachers through lay-off, or reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, the following procedure shall be followed:

- A. First year probationary teachers shall be laid off first, then second year probationary teachers, then third year probationary teachers, provided there are tenure teachers qualified and certified to replace them.
- B. The order of reduction among tenure teachers shall be according to seniority, the academic needs of the district, certification and competency.
 1. Seniority shall be defined as the length of service in the Houghton-Portage Township School District, measured by teaching service when under regular contract and does not include periods of leave.
 2. Competency shall be determined by the administration in terms of training, extent of experience and teacher evaluation.
- C. The order of recall shall be in the reverse order of lay-off, in accordance with criteria listed in A and B above.
- D. The provisions of this lay-off procedure will conform with the regulations of the State Tenure Commission.
- E. The Board shall give written notice of recall from lay-off by sending a registered letter to said teacher at the teacher's last known address. It shall be the responsibility of each 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 lay-off, recall or other notice to the teacher. If the teacher fails to report for work within 20 days from the date of the receipt of the Board's written notice of recall or within 20 days after the Board's notice of recall has been returned by the postal department as being undeliverable, and unless an extension is granted in writing by the Board, such teacher shall be considered to be a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship he/she may have had with the Board.
- F. A resignation submitted by a teacher will become effective at the time said resignation is accepted at an official board meeting.

ARTICLE XIII

Teacher Rights

- A. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the constitutions of Michigan and the United States, that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reasons of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its employees appropriately to involve the assistance of the State Labor Mediation Board or a mediator from such public agency or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to be bound by any lawful order or award thereof.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, tentative budgetary requirements and allocations as will assist the Association in developing intelligent, accurate information which may be necessary for the Association to process any grievance or complaint.
- E. School materials used solely for the professional organization shall be paid for by the Association. Materials for mutual use shall be provided by the Board.
- F. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.
- G. It is further understood and agreed upon by the parties hereto that any member of the coaching staff shall have the right to meet and address the Athletic Committee at request.

ARTICLE XIV

Eligibility

All aspects of this Agreement have application only to the certified teaching employees described in the recognition clause who are employees of the Houghton-Portage Township School District. No members of the Copper Country Education Association who are teaching employees of other school districts are eligible for benefits under the terms and conditions of this Agreement.

ARTICLE XV

Substitute Teachers

- A. The Board agrees to place a substitute teacher on full pay and benefits if any known vacancy for the full year occurs.
- B. The Board agrees to follow Public Act 306 which provides that after a teacher has been assigned to one specific teaching position, after 60 days of service, he/she will be granted leave time and other privileges granted regular teachers by the district, including a salary not less than the minimum salary on the current salary schedule for the district. A teacher employed as a substitute teacher for 120 days or more during the school year shall be given first opportunity to accept or reject a contract for which the person is certified after all other teachers from the district are re-employed in conformance with the terms of this master contract.
- C. It is specifically understood that no other articles of this agreement apply to substitute teachers.
- D. No long-term substitute will be released for reasons other than return of the teacher or removal because of adverse administrator's evaluation.
- E. Substitute teachers will be paid a daily rate of \$38.00 in 1985-86 and \$40.00 in 1986-87, effective one week after ratification of contract by teachers.

ARTICLE XVI

District Curriculum Committee

The District Curriculum Committee shall consist of two members of the Board's choosing, a principal, and four teachers chosen by the Association (two from the elementary grades; one each from the junior and senior high schools). It shall be the function of this committee to do the following:

1. It shall be chaired by a member of the teaching staff and meet no less than eight times yearly, beginning on the first Wednesday of October and regularly thereafter on the first Wednesday of each month.
2. Make recommendations regarding the improvement of the curriculum in grades K-12, it being further understood that curriculum changes will be presented to the Curriculum Committee for their review prior to the implementation of such changes.
3. Act as coordinating body for curriculum development in the district.
4. Serve as an organization through which teacher input can be made into such matters as evaluation procedures, changes in extra-curricular activities, selection of instructional materials, and other matters relating to the curriculum. Recommendations and suggestions made by the committee may be brought to the Board for its review.

ARTICLE XVII

Teaching Conditions

- A. Every effort will be made by the Board and the administration to maintain class size at what is considered to be a reasonable level within other Copper Country area schools. Whenever a disagreement arises concerning class size, a committee composed of two teachers and two administrators will be organized to discuss the problem and attempt to resolve it. If the committee is unable to resolve the class size problem, it may be referred to the Board of Education for further evaluation.
- B. The Board shall furnish without charge smocks for art teachers, home economics teachers, industrial arts teachers and teachers of laboratory courses.
- C. The Board will continue its efforts to keep the school reasonably and properly equipped and maintained.
- D. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- E. The Board shall make available in each school restroom and lavatory facilities exclusively for teacher use and at least one room in each school which shall be reserved for use as an integrated faculty lounge in which smoking shall be permitted.
- F. Telephone facilities shall be made available to teachers.
- G. An attempt will be made to provide parking space for teacher use.
- H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization.
- J. Effort will be made by administrators to reduce the amount of paperwork required of teachers so that the largest possible percentage of time may be spent in planning and teaching.
- K. Elementary teachers will be provided a grade-level budget at the end of the year to be used for the following year's purchases. It is agreed that the following procedure will be adhered to with regard to this section: At or around April 1 of each year, a specific budget figure will be provided by the superintendent for the purpose of purchasing elementary supplies for grades K-6. This budgetary figure will be given to each K-6 staff member by the elementary principal so that all parties are aware of the budget. The elementary staff will cooperatively determine how this budget is to be expended. This budgeted figure will include all purchases for elementary supplies, including art, physical education, music; workbooks, consumables, etc.; and "room orders" but excluding general storeroom supplies listed

below:

Chalk	Penmanship Paper	Brass Fasteners
Pencils	Typing Paper	Pens
Crayons	Ruled Theme Paper	Tempera Paint
Staplers	"Ditto" Paper	Posterboard
Scotch Tape	Picture Story Paper	Glue
Felt Markers	Manila Paper	Paste
Map Pencils	Bulletin Board Paper	Tacks
Masking Tape	Tagboard	Straight Pins
Adding Machine Tape	Construction Paper	Pencil Sharpeners
Paper Clips	Rubber Bands	
Envelopes	Erasers	

It is understood by the parties that fiscal problems can develop after supply requests have been made that could result in a budgetary reduction. Efforts will be made to avoid this whenever possible and supply committee members will be notified.

- L. Each teachers' lounge will be provided with a typewriter in excellent working condition as well as an adequate number of chairs and a table.
- M. A telephone for teacher use will be installed in the elementary school. Long distance charges will be paid by the Association.
- N. High school class scheduling will be begun as soon as possible. Supply budgets for high school and elementary schools will be developed at that time, also.
- O. Staff parking areas will be designated at the high school. Parking decals will be distributed for staff use.

ARTICLE XVIII

Protection of Teachers

- A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to provide such attention for said pupil.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher.
- D. The Board will reimburse teachers for the loss of any teaching aids that are the personal property of the teacher while such aids are being used on school premises, provided all of the following conditions have been met:
1. The use of the aid or aids has been approved by the immediate supervisor at least twelve hours in advance of the time of the proposed use.
 2. The value of the aid has been established and attested to in writing by the teacher at least twelve hours prior to the proposed use. A copy of this attestation should be on file in the office of the immediate supervisor.
 3. A description of the aid with such other identifying data as serial number, registration number, etc., is on file in the office of the immediate supervisor at least twelve hours before the proposed use.
 4. The teacher agrees to keep the aid or aids under lock and key at all times while not in use. This would include but not be limited to such times as noon hour, overnight and on weekends. The Board further agrees to provide each teacher with a lockable space.
- E. All complaints directed towards a teacher should be promptly brought to the attention of the teacher. Considered complaints will be put in writing. If complaints or notations of complaints are entered into the teacher's evaluation file, the teacher will be given an opportunity to respond in writing. The response will be attached to the complaint and/or notation.
- F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable to

the Board, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

G. The Board will not act arbitrarily or capriciously in disciplining, reprimanding or reducing any teacher in rank or compensation. The Board further agrees it will not arbitrarily or capriciously:

1. Apply or fail to apply any of the leave provisions in this contract.
2. Change a teacher's assignment.

Any such reprimand or reduction in rank or compensation shall be subject to the grievance procedure hereinafter set forth.

ARTICLE XIX

Severability

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE XX

Association Dues or Fees and Payroll Deduction

- A. Any teacher who is an employee of the Houghton-Portage Township School District may sign and deliver to the Board an assignment authorizing deduction of membership dues in the MEA/NEA/CCEA according to the dues schedule. Such authorization shall continue in effect from year to year. The Board shall deduct one-tenth of such dues from the second regular check of the teacher each month for ten months, beginning in September and ending in June. The Board agrees promptly to remit the MEA/NEA/CCEA dues to the Michigan Education Association, accompanied by an alphabetical list of the teachers for whom such deductions have been made.
- B. The Board recognizes the legal obligation incumbent upon bargaining unit members to contribute to the Association dues or service fees as established by the Association and that such a contribution represents the unit member's obligation to pay his/her fair share for the services by the Association. Thus, any teacher who is not a member of the Association in good standing or who does not make application for membership within 30 days from the date of commencement of teaching duties shall, as a condition of employment, pay a service fee to the Association, an amount equivalent to the dues uniformly required to be paid by members of the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A.
- C. In the event that a teacher shall not pay such service fee directly to the Association, or authorize payment through payroll deduction as provided in the preceding article, the Board recognizes the right of the Association to pursue legal remedies for those teachers who are in non-compliance with regards to the dues and/or service fee provisions of this contract and such teacher's membership contract with the Association.
- D. The Association agrees to indemnify and save the Board, their agents and each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including dues erroneously deducted and all court or administrative agency costs that may arise out of or by reasons of action taken by the Board or any of its agents for the purpose of complying with this article, provided:
1. The employer gives timely notice of such action to the union and permits the union intervention as a party if it so desires; and
 2. The employer cooperates with the union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

ARTICLE XXI

Miscellaneous Section

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. The Association will be presented five additional copies.
- C. It is understood by the parties that the establishment of new positions in the district and modifications to working conditions shall be subject to negotiation between the parties.

ARTICLE XXII

Insurance

Section 1 - General

- A. All teachers hired by the Board shall be eligible for board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first of the month following the month work commenced.
- B. A teacher must work at least three classes per day in order to be eligible for the payment of insurance benefits and premium payments by the Board. A pro rata equivalent of insurance cost shall be contributed towards the purchase of health insurance for all regular teachers employed who work three or more class periods per day.
- C. Changes in family status shall be reported by the employee to the personnel office within 30 days of such a change. The employee shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this paragraph.
- D. Teachers who have board-provided insurance are responsible to contact the insuring carrier within 30 days of termination for conversion provisions available after termination.

Section 2 - Health Insurance

- A. The Board agrees to pay the following monthly premiums toward either Blue Cross-Blue Shield Point 4 or Super Med II underwritten by Blue Cross-Blue Shield of Michigan for the duration of this contract, which terminates August 31, 1987:

Full Family	\$258.00
Two Persons	230.00
Single	125.00

- B. It is further understood by both parties that any increase in the above amounts during the contract period shall be the responsibility of the individual bargaining unit member up to the following maximum:

Full Family	\$268.00
Two Persons	240.00
Single	135.00

- C. Any increase in premium beyond the aforesaid amounts shall be assumed and paid for by the Board.
- D. Upon ratification of this Agreement, the Board agrees to pay the full monthly payment for health insurance at the current rate until the time the insurance underwriter is changed.

- E. All benefits and coverages shall be subject to and conditioned upon proper application by the employee for coverage and acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy, rules and regulations of the carrier.
- F. Upon written application to the Board, employees not wishing medical coverage shall receive \$25.00, the single subscription rate, per month toward the purchase of board-approved group insurance options, which include short-term disability, long-term disability, dependent life insurance, survivor income insurance, term life insurance or other offerings available.

Section 3 - Dental Insurance

- A. The Board agrees to pay the full cost of the MESSA Delta Dental Care Plan B0-3 from September 1, 1985 to August 31, 1987.
- B. All benefits and coverage shall be subject to and conditioned upon proper application by the employee for coverage and acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy, rules and regulations of the carrier.

Section 4 - Life Insurance

- A. Upon acceptance of written application, the Board agrees to provide each full-time employee with payment of premiums for \$10,000 in group term life insurance with accidental death and dismemberment benefits. Coverage will be effective upon active employment and terminate upon resignation date.
- B. All benefits and coverage shall be subject to and conditioned upon proper application by the employee for coverage and acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy, rules and regulations of the carrier.
- C. It is hereby agreed that the \$10,000 life insurance provided by the Board in this Article is to be considered as a separate item distinct from the term life insurance provided as part of the package coverage given under the MESSA health insurance. The purpose of this paragraph is to clarify the fact that the Board has agreed to provide \$10,000 of term life insurance coverage and not \$15,000 of coverage. The term life insurance provided as a benefit under the MESSA health plan is to be considered as an integral part of the health plan.

Section 5 - Vision Insurance

The Board agrees to pay the full cost of the MESSA VSP-3 vision care plan during the second year of this Agreement (1986-87).

ARTICLE XXIII

Salaries and Compensation

A. Teachers' Salaries

1985-86

<u>Step</u>	<u>B.A.</u>	<u>B.A.+</u>	<u>M.A.</u>
0	\$14,500	\$15,080	\$15,950
1	14,500	15,080	15,950
2	14,500	15,080	15,950
3	14,920	15,517	16,412
4	15,368	15,983	16,905
5	15,906	16,542	17,497
6	16,701	17,369	18,371
7	17,586	18,289	19,345
8	18,553	19,295	20,408
9	19,573	20,356	21,530
10	21,237	22,086	23,361
11	24,125	25,090	26,538

1986-87

<u>Step</u>	<u>B.A.</u>	<u>B.A.+</u>	<u>M.A.</u>
0	\$15,000	\$15,600	\$16,500
1	15,000	15,600	16,500
2	15,000	15,600	16,500
3	15,490	16,110	17,039
4	16,002	16,642	17,602
5	16,562	17,224	18,218
6	17,390	18,086	19,129
7	18,346	19,080	20,181
8	19,355	20,129	21,291
9	20,516	21,337	22,568
10	22,363	23,258	24,599
11	25,212	26,220	27,733

It is further understood and agreed upon by the parties hereto that the implementation of the salary schedule shall be conditioned upon the school district's receipt of \$115,000 of new monies for the schools' K-12 membership in the school year 1986-87. If the school district receives less than \$115,000 of new monies from its membership fees, then the Board, at its option, may declare the second year salary schedule null and void and request the Association to renegotiate said salary schedule. It is further understood that if the school district receives new monies for 1986-87 greater than new monies in 1985-86 and in excess of \$150,000, then the Association, at its option, may declare the second year salary schedule null and void and request the Board to renegotiate said salary schedule.

In addition to the above salaries, the Board agrees to pay the employees' share of five percent of gross pay toward the Michigan Public School Employees' Retirement Fund.

B. It is agreed by the parties as follows:

1. With regard to salary compensation for part-time teachers at the high school level:

One Class	6/30 of step on schedule
Two Classes	12/30 of step on schedule
Three Classes	18/30 of step on schedule
Four Classes	24/30 of step on schedule

Part-time teachers are required to be available in the building during prep time, which will be pro rated based on the number of teaching periods. Half-time teachers (three classes) will be required to utilize one prep period in the building.

2. With regard to one-half time teachers at the elementary level:

The salary compensation shall be one-half of step on schedule.

C. Schedule for Experience - A teacher with a degree and certification who has had teaching experience, provided the experience in the judgment of the superintendent makes him/her more valuable as a beginning teacher, may be employed initially at a yearly salary above the minimum salary according to the following schedule, provided the experience has been earned in the eight years immediately preceding the year for which the teacher will be employed. Salary schedule credit will be given for up to two years of military service experience at the discretion of the superintendent.

Less than one full year	Step 0
One year but less than two	Step 1
Two years but less than three	Step 2
Three years but less than four	Step 3
Four years but less than five	Step 4
Five years but less than six	Step 5
Six years but less than seven	Step 6
Seven years or more	Step 7 (effective 1986-87)

D. Increments - Increments become effective September 1 or February 1 of each year, and advancement under the salary schedule shall be automatic as of September 1.

E. Longevity payments shall be made according to the following schedule:

Twelve years of consecutive service in the system	3%
Sixteen years of consecutive service in the system	5%
Twenty-one years of consecutive service in the system ...	6%
Twenty-six years of consecutive service in the system ...	7%
Thirty-one years of consecutive service in the system ...	9%

The above percentages are computed on the base of the B.A. schedule for 1985-86. During 1986-87, the above percentages will be computed on Step 5 of the B.A. schedule.

F. Termination Pay - Upon retirement from the Houghton-Portage Township Schools, employees will receive compensation according to the following schedule:

After ten consecutive years in the system, \$500.00; \$50.00 for each additional year in the system to a maximum of 20 years, \$1,000; then \$100.00 per year to a maximum payment of \$2,000.

Stipulation: In order to be eligible, the teacher must terminate employment through the retirement system.

G. Professional Growth - Teachers will be eligible for compensation beyond their master's degree after they have earned fifteen hours of credit beyond their master's. Compensation should be paid at the sum of \$15.00 for each semester hour of credit earned beyond the master's degree, with a limitation of payment of 25 hours beyond the master's degree after the teacher has qualified for said payment. Credit will be given at the beginning of each semester.

1. When a teacher earns a master's degree or completes requirements for permanent certification, proof of completion from the college or university must be presented in a timely manner as follows:

- a. If presented by September 15, payment will become effective at the beginning of the school year.
- b. If presented during the first semester, but no later than January 15, payment will become effective at the beginning of the second semester and will be for one-half the value of the credit earned.
- c. If presented during the second semester, payment will become effective at the beginning of the following school year.

H. Coaches' Salaries

Head Basketball -----	12.0%
J.V. Basketball -----	9.5%
Junior High Basketball -----	6.0%
Elementary Basketball -----	4.5%
Head Football -----	12.0%
Assistant Football -----	9.5%
Head J.V. Football -----	9.5%
Assistant J.V. Football -----	6.5%
Hockey -----	12.0%
Assistant Hockey -----	9.5%
Cross-Country -----	6.0%
Golf -----	3.7%
Cheerleaders -----	4.0%
Head Track -----	10.5%
Assistant Track -----	8.0%
Junior High Track -----	4.5%
Skiing -----	6.5%
Swimming -----	6.5%

1. One percent additional will be paid for basketball tournament play beyond the district or in football beyond the regular season.
 2. One percent additional will be paid for hockey play beyond the regional tournament. A one percent stipend will also be paid to the ski coach for state level competition.
 3. Up to eleven years of coaching experience credit will be granted for coaching experience in the applicable sport. Credit for coaching experience in other school districts will be granted up to a maximum of four years. The above percentages are applied to the B.A. and B.A. Plus Permanent Certification schedules only, whatever is applicable to the coach. Steps on the coaching schedule are determined by years of coaching, not teaching, experience.
 4. In addition to the compensation above, the golf coach will receive a pro rata share of the cost of green fees based on a six-week golf season. The ski coach will also receive a pro rata share of the cost of a ski pass based on a ten-week ski season.
 5. During the 1986-87 contract year, coaches having eleven consecutive years in the system will receive longevity consistent with the percentages used to calculate longevity in Section E of this article. Longevity will be calculated utilizing the current rate of pay for coaching a specific sport.
 6. If after five years in a sport, the head coach has a salary less than that of any of the assistant coaches in that sport, then the head coach will receive an amount equal to the highest assistant coach in that sport.
 7. Coaches may have coaching salaries spread out over 26 pay periods or in one lump sum at the end of the season. Notice of the option must be given in writing prior to August 15 of the school year. If no notice is given, the pay will be spread out.
- I. Loss of Pay - The computation used to determine the salary loss involved if a teacher uses leave days in excess of those for which salary is given is as follows:
1. The daily salary rate is determined by dividing the total contractual salary by the total number of teacher contractual days.
 2. The daily salary rate is then multiplied by the total number of lost-time days for which paid leave is not granted.
 3. This sum is then deducted from the biweekly paycheck at the end of the biweekly period during which the lost time was accumulated.
- J. Yearly Payment Schedule - At the beginning of each school year, each teacher will choose one of the following options in writing for receiving his/her pay for the ensuing school year:
1. Receive checks biweekly during the school year with a lump sum for the amount accrued paid on the last teacher day of the school year.

- 2. Receive 26 biweekly checks beginning the first payday in September and ending after payment of the 26th check.
- K. The Board shall provide payroll deduction for those who wish to participate in tax-deferred annuities.
- L. Teachers will be paid on the final workday preceding winter and spring recess.
- M. Department Heads

- 1. Department heads shall be selected by the administration where deemed necessary.
- 2. The duties of department heads shall be:
 - a. He/she will attempt to assist the teacher in the department in all possible ways.
 - b. He/she will hold nine departmental meetings attended by all department teachers and within seven days following will submit a signed report to the principal. This report will summarize the meeting and include objectives, problems, possible solutions and other pertinent data covered by the meeting.
 - c. He/she will account for all purchases within the department and be able to justify them.
 - d. The department head will lead the teachers of the department in curriculum revision as to content and subjects taught, improving and updating equipment and materials used as well as methods and techniques.
 - e. He/she will make a determined effort to personally counsel students within the department who are failing or having problems.
 - f. The department head will serve as first in line of authority in academic and departmental matters for the teachers within the department.
 - g. He/she will act as the educational leader for the teachers of the department and, with the help of the principal, do his/her best to contribute to the efficiency and effectiveness of the department.
 - h. Such department head shall not be considered an executive or supervisory employee.
- 3. The compensation for department head shall be \$250 per year above the regular salary, except in such instances where the execution of these duties involves an excessive amount of time. In such case, it will be the prerogative of the Board to grant a maximum of one hour per day to the department head for the performance of these duties.

N. Special Activities

1985-1987

Clock and Scorer, Football -----	\$ 13
Clock and Scorer, Basketball -----	18
All Other (tickets, gates, chain gangs) ----	12
Student Council -----	500
Forensics -----	400

National Honor Society -----	250
*Plays -----	500
*Prom -----	250
Clubs -----	60
Department Head -----	250
Driver Education -----	9 per hour (\$9.25, 1986-87)
*Camping -----	225
Band -----	825
School Newspaper -----	140
Orienteering -----	80
Amygdaloid -----	600
Elementary School Yearbook -----	100
High School Bowl -----	250
Safety Patrol -----	100
Elementary Chorus -----	100
Substitutes (payable biweekly) -----	38 per day (\$40 per day, 1986-87)
Chaperones (dances, fan buses) -----	15

*Will be paid in lump sum upon notification by teacher to the payroll department.

Others will be paid in lump sum at the end of the activity in 1985-86. The payroll department must be notified of this prior to the beginning of the year.

ARTICLE XXIV

School Calendar

A.

School Year 1985-86		
September 3	School Begins	20
October 4	In-Service Day	22
November 28-29	Thanksgiving Recess	19
December 21- January 5	Christmas Vacation	15
January 24	Teacher Workday	19
February		20
March 28-31	Easter Break	19
April		22
May 26	Memorial Day	21
June 5	Workday	<u>3</u>
		180
	In-Service	1
	Workdays	<u>2</u>
	Teacher Days	183

Make-up Days

It is agreed as follows:

1. Days to be made up will first be scheduled on one or both of the two teacher workdays.
2. Any additional days will be made up during the secular days immediately following the end of the second semester.

B.

SCHOOL YEAR 1986-87

September 2	School Begins	21
October 3	In-Service	22
November 27-28	Thanksgiving	18
December 20- January 4	Winter Recess	15
January 23	Teacher Workday	19
February		20
March 22		22
April 11-20	Easter Break	16
May 25	Memorial Day	20
June 10	Teacher Workday	<u>7</u>
		180
	In-service	1
	Workdays	<u>2</u>
	Teacher Days	183

Make-up Days

It is agreed as follows:

1. Days to be made up will first be scheduled on one or both of the two teacher workdays.
2. Any additional days will be made up during the secular days immediately following the end of the second semester.

FOR THE BOARD:

Date: _____

FOR THE ASSOCIATION:

Date: _____

TEACHER EVALUATION

Teacher _____ Evaluator _____

Date _____ Teacher Initials _____ Date of Conference _____

CRITERIA		SATIS-FACTORY	UNSATIS-FACTORY	QUES-TIONABLE	NOT OBSERVED
A S A P E R S O N	Appearance				
	Friendly				
	Sense of Humor				
	Language Capabilities				
	Emotional Stability				
	Imagination				
	Attitude				

A S A N E D U C A T O R R	Knowledge of Subject Matter				
	Lesson Plans				
	Class Control				
	Learning Atmosphere				
	Appearance of Classroom				
	Flexibility				
	Explanations				
	Acknowledges Student Viewpoint				
	Avoids Ridicule				
	Varies Techniques				
	Begins and Ends Class on Time				
	At Teaching Station				
	Uses Preparation Time to Advantage				
	Walks About Classroom				
	Gives Extra Help				
	Individualizes Instruction				

TEACHER EVALUATION SUMMARY

Teacher's Name _____

Date _____

Observations

Recommendations

GRIEVANCE REPORT FORM

Building	Assignment	Name of Grievant	Date Filed

STEP I

A. Date Cause of Grievance Occurred _____

B.

1. Statement of Grievance _____

2. Article of Agreement Violated _____

3. Relief Sought _____

Signature

Date

C. Disposition by Principal _____

Principal's Signature

Date

D. Position of Grievant and/or Association _____

Signature

Date

STEP II

A. Date received by PR&R Committee _____

B. Disposition of PR&R Committee _____

Signature and Date

Signature and Date

C. Position of Grievant _____

Signature and Date

STEP III

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP IV

A. Date Received by Board _____

B. Disposition of Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

