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OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

AGREEMENT

between the

BAY CITY BOARD OF EDUCATION

and the

BAY CITY EDUCATION ASSOCIATION

COVERING THE PERIOD

from

July 1, 1966

to

June 30, ¹⁹⁶⁷~~1969~~

*Bay City Board of
Education*

*M.E.A.
1216 KENDALE
E. LANS., MI.
48824*

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AGREEMENT BETWEEN

THE BAY CITY BOARD OF EDUCATION and
THE BAY CITY EDUCATION ASSOCIATION

This Agreement entered into this 8th day of September, 1966, to be effective July 1, 1966 as set forth in Article XXX hereof, by and between the Board of Education of the City of Bay City, Michigan hereafter called the "Board", and the Bay City Education Association, hereafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Bay City is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service.

WHEREAS, the Board recognizes the educational expertness of the teachers and views the consideration of educational matters as a mutual concern; and

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

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

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

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certificated personnel to include personnel on tenure, probation, classroom teachers, deans of students, guidance counsellors, librarians, school psychologists

and social workers, speech and hearing therapists, visiting teachers, advising or critic teachers, other teachers of special education, school nurses, coordinators, driver education instructors and all other non-supervisory certificated personnel on the classroom teachers' salary schedule employed, or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory administrative personnel and all non-certified employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined; and references to male teachers shall include female teachers.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such adjustment if requested by the teacher.
- C. Within thirty days (30 days) of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association and the Department of Classroom Teachers) upon such condition as the Association and Administration shall mutually establish. Such sum shall be deducted as dues from the regular salaries of all such teachers and remitted not less frequently than monthly to the Association. The Board shall continue to provide payroll deductions for the following as authorized in writing by the individual:
1. B.C.E.A., M.E.A., and N.E.A. Dues.
 2. Employees Credit Union.
 3. United Fund.
 4. Insurance and Annuity Programs.

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

ARTICLE II

Rights of the Association

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provision of the Agreement.
- C. The Association and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by Principal or Business Manager. 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, school mail, 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 information concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- E. The Association shall be advised by the board, "whenever possible", of any new or modified fiscal, budgetary, or tax programs which are proposed or under consideration, and the Association shall be given reasonable opportunity to consult with the Board with respect to the proposed annual budget prior to its adoption and general publication.
- F. It is agreed and recognized, however, that except for expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all parts of the annual budget of the School District resides exclusively with the Board and during the term of this Agreement shall not be the subject of mandatory negotiation with the Association, nor subject to any proceeding under the grievance procedure.

ARTICLE III

RIGHTS OF THE BOARD OF EDUCATION

It is recognized by all parties hereto that 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

Article III (cont'd) Rights of the Board of Education

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

ARTICLE IV

Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Schedule "A" which is attached to and incorporated in this Agreement. Such salary schedule shall be negotiated on an annual basis.
- B. The salary schedule is based upon a normal, weekly teaching load as outlined in the school calendar from September to June during normal teaching hours.
- C. Holidays and vacations shall be determined by the Board in a cooperative effort with the Association.
- D. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any mandatory formal professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- E. Designated Association members shall be released from regular duties without loss of salary for the purpose of participating in regional and state meetings of the Michigan Education Association, such release to be mutually agreed upon by both parties.

- F. As new staff positions which fall within the scope of the bargaining unit are created, salaries for such positions shall be negotiable.

ARTICLE V

Teaching Hours

- A. The Board will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within a standard school week. Except as herein provided, the Board will not require teachers regularly to work in excess of such a standard school week within or outside any school building.
- B. All teachers shall be entitled to a duty-free uninterrupted lunch period. Such provision shall be made as soon as feasible.
- C. Elementary teachers and teachers of special area subjects shall be provided a fifteen (15) minute relief time per half day. Such provision shall be made as soon as feasible.
- D. After School Meetings
- (1) Teachers may not normally be required to remain for longer than sixty (60) minutes to attend: Staff meetings called by the Superintendent, Building meetings called by the Principal, Curriculum meetings.
 - (2) The Association and the Board encourage active participation in such meetings as P.T.A. affairs, etc., as a part of professional responsibility. However, attendance at such meetings shall be at the option of the teacher.
 - (3) To insure flexibility and continued communication between Board and staff, building meetings may be called sixty (60) minutes prior to the designated time for the beginning of the school day.

ARTICLE VI

Teaching Loads and Assignments

A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

B. HIGH SCHOOLS.

1. The normal teaching load shall consist of five assigned periods and one conference period per day.
2. A teaching assignment beyond the provisions of item "1" shall be recognized as an overload and shall be paid for at the rate set in the attached schedule.
3. A teacher may be assigned non-teaching responsibility such as noon supervision or Hall duty. Such assignment may be recognized as an overload and paid for at the rate set in the attached schedule.
4. An overload assignment shall extend the teacher's day by one hour.
5. Covering a vacant teaching station on an hourly basis shall be reimbursed at one-fifth the daily substitute teacher's rate.
6. Teachers will not be required to be on duty more than fifteen minutes before classes convene or remain more than fifteen minutes after the children leave. However, they shall be allowed to work in their rooms without interruption for at least thirty minutes at the close of the school day.
7. Teaching assignments in item "1" may be altered by mutual agreement between the teacher and the principal for experimental purposes.
8. Teachers may be assigned a Home Room Group or an Advisory Group in addition to five classes.

- B.
9. A teacher may be expected to assume at least one extra school duty of a minor nature without additional compensation.
 10. The Board and the Association agree that some supervisory responsibilities shared among teachers on a rotation basis are necessary at student functions. The principal shall determine to which of these events teacher attendance is expected, which are eligible for extra compensation, and from which teachers may be excused.

C. INTERMEDIATE SCHOOLS

1. The normal teaching load in grades seven and eight shall consist of six class periods, one conference period.
2. A teaching assignment beyond the provisions of item "1" shall be recognized as an overload and shall be paid for at the rate set in the attached schedule.
3. An overload assignment shall extend the teacher's day by one hour.
4. Covering a vacant teaching station on an hourly basis shall be reimbursed at one-fifth the daily substitute teacher's rate.
5. A teacher may be assigned non-teaching responsibility such as noon supervision. Such assignment shall be paid for at the rate of \$300 per year.
6. Teachers in grades five and six, housed in Intermediate Schools, shall be subject to the time schedule of their respective schools.
7. Teachers will not be required to be on duty more than fifteen minutes before classes convene or remain more than fifteen minutes after the children leave. However, they shall be allowed to work in their rooms without interruption for at least thirty minutes at the close of the school day.

- C.
8. Teaching assignments in items "1" and "6" may be altered by mutual agreement between the teacher and the principal for experimental purposes.
 9. Teachers may be assigned a Home Room Group or an Advisory Group.
 10. A teacher may be expected to assume at least one extra school duty of a minor nature without additional compensation.
 11. The Board and the Association agree that some supervisory responsibilities shared among teachers on a rotation basis are necessary at student functions. The Principal shall determine to which of these events teacher attendance is expected, which are eligible for extra compensation, and from which teachers may be excused.
- D.
- PRIMARY SCHOOLS.
1. Urban Schools (within City)
 - a. Teachers in the urban schools shall be assigned class time according to the following schedules:
 - Kindergarten and First Grade, 285 minutes per day.
 - Grades Two-Six, 330 minutes per day.
 2. Suburban Schools (outside City).
 - a. The scheduling of the school day in suburban schools is limited by the fact that virtually every pupil is transported to school by bus.
 - b. It is agreed that a committee representing the people directly involved with the suburban schools shall be appointed to study this problem during the 1966-67 school term. The President of the Association shall appoint the teacher representatives. The Superintendent shall appoint the members representing Administration and Transportation. The objective of the committee shall be to achieve

- D. 2. b. (cont'd)
during the 1966-67 school term, the provisions of item "1a", or to recommend a solution which will be as equitable as possible. Every effort will be made to implement a satisfactory solution as soon as possible.
3. Teachers will not be required to be on duty more than fifteen minutes before classes convene or remain more than fifteen minutes after the children leave. However, they shall be allowed to work in their rooms without interruption for at least thirty minutes at the close of the school day.
4. A teacher may be assigned non-teaching responsibility such as noon supervision. Such assignment shall be paid for at the rate of \$300 per year.
5. A teacher may be expected to assume at least one extra school duty of a minor nature without additional compensation.
6. The Board and the Association agree that some supervisory responsibilities shared among teachers on a rotation basis are necessary at student functions. The Principal shall determine to which of these events teacher attendance is expected, which are eligible for extra compensation, and from which teachers may be excused.

ARTICLE VIITeaching Conditions

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

- A. It is further recognized that class size is controlled for the most part by the facilities available. Because pupil-teacher ratio is an important aspect of an effective educational program, the Parties agree that class size should be lowered whenever possible. Therefore, a joint committee, representative of the Association and Administration, shall during the 1966-67 school term study available facilities and class size and formulate recommendations for optimum use. It is agreed that the following are considered ideal class sizes: Kindergarten, 20; Grades One-Three, 22; Grades Four-Six, 25; Grades Seven-Eight, 27; Grades Nine-Twelve, 30.
- B. Each elementary school building shall ultimately have a clinic or conference room to be used by itinerate staff such as special education personnel. This room shall be large enough for eight pupils plus an adult. It shall have adequate heat, light, ventilation; furniture shall be scaled to the children's ages who will be using it. Future plans for alteration and improvement of older buildings shall include adequate space for these purposes.
- C. Insofar as possible, lounges, lavatories, workrooms, and personal storage shall be conveniently available for the professional staff. Future building plans shall provide these facilities.
- D. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer annually at In-service or High School curriculum meetings for the purpose of improving the selection and use of such educational tools; and the Board shall promptly consider any recommendations resulting from such studies.

- E. Telephone facilities shall be made available to teachers for their reasonable use.
- F. Adequate parking facilities shall be maintained, and the Board shall seek additional parking facilities where needed.
- G. Notwithstanding their employment, subject to any limitations herein contained, 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.
- H. The provisions of this Agreement, and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status, or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and seek to achieve full equality of educational opportunity to all pupils.

ARTICLE VIII

Vacancies and Promotions

- A. Currently employed teaching personnel shall be given first consideration in appointments to teaching, supervisory, or administrative positions.
- B. Any employee seeking consideration for transfer to administrative, supervisory, or another teaching position, may present his request to the Superintendent in writing. Personal conferences can be arranged.

- C. All vacancies, both elementary and secondary levels, as they exist as of April 15, shall be posted in the "Superintendent's Newsletter".
- D. The faculty will be notified of administrative vacancies and/or new administrative or staff positions by publication in the Superintendent's Newsletter. No vacancy shall be filled--except in case of emergency, on temporary basis--until said vacancy shall have been posted at least fifteen (15) days.
- E. It shall be understood by the interested parties that the filling of any position will be governed by the principle of providing the best person for the position.

ARTICLE IXTransfers

- A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.
- B. It is occasionally necessary to transfer a teacher or make a change in the teaching assignment to improve the learning process. It is agreed that the teacher affected shall be notified of such change prior to the close of the school year.
- C. Whenever a decrease in enrollment requires a reduction in staff of a building, the teacher shall be consulted about the positions available for transfer.
- D. Any employee seeking consideration for transfer to administrative, supervisory, or another teaching position, may present his request to the Superintendent in writing. Personal conferences can be arranged.

ARTICLE X

Sick Leave and Sick Leave Bank

- A. The primary purpose of the sick leave allowance is to cover the absence of an employee from school because of personal illness sufficiently severe that it would make his presence in school inadvisable. Sick leave applies only to absences resulting from illness of the employee and not absence caused by illness in the immediate family, except as described in Emergency Leave.
- B. The amount of sick leave accumulated at the rate of eight (8) days per semester shall be to ninety-six (96) days.
- C. If there is a question of doubt regarding the illness of an employee, the Superintendent may require a doctor's statement verifying the illness or may require the employee to submit to a medical examination before sick leave pay is allowed.

This sick leave plan applies to all employees of the Bay City Public Schools who are employed on a contractual basis extending through at least a minimum period of one semester.

- D. Any employee who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness and shall be charged against sick leave. Salary benefits received from the insurance company are to be endorsed to the School District as long as sick leave benefits are received.
- E. To afford the maximum protection against a prolonged illness, the following sick leave bank shall be established for all employees of the District, and each employee covered by this Agreement shall participate as follows:

- E.
- (1) On September 6, 1966, each employee shall contribute one (1) day of his sick leave to the bank. The Board of Education will cooperate in the establishment of said sick leave bank; and in order to help establish the bank in the school year 1966-67, the Board will donate to the bank 400 sick leave days.
 - (2) When the sick leave bank falls to below 750 days, the Board shall assess each employee one (1) day of his sick leave.
 - (3) Additions to the bank may be made as required at the beginning of each semester according to the above limitations.
 - (4) Upon depletion of a member's own accumulated sick leave, he must wait an additional fifteen (15) Calendar days before drawing from the bank.
 - (5) Any employee on sick leave may apply to participate in the sick leave bank by filing an application in the Superintendent's office.
 - (6) A maximum of 180 days may be granted per appeal from the bank.
 - (7) Upon recommendation of the appeal board, additional days may be granted at the discretion of the Superintendent and the appeal board.
 - (8) Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.
 - (9) If it appears that an individual is abusing the above policy, the appeal board may direct said individual to be examined by two doctors of the appeal board's choosing to determine if the illness is valid.
 - (10) The appeal board may grant or suspend sick days from the bank. Their judgments and/or decisions will be final.
 - (11) The sick leave appeal board shall consist of the four elected officers and chairman of the appropriate committee of the Bay City Educational Association, the presidents of the non-teaching associations, and the Superintendent or his designated representative.

- E. (12) No employee will be credited with sick leave allowance while drawing from his own accumulated sick leave or the sick leave bank until he has reported back to work.

ARTICLE XI

Leave of Absence

- A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to--if available--the same position or a substantially equivalent position.
- B. Leaves of absence with pay chargeable against the teacher's sick leave allowance shall be granted annually for the following reasons:
- (1) A maximum of five (5) days for critical illness in the immediate family living in same household.
 - (2) One (1) day for the conduct of personal affairs which cannot normally be handled outside school hours. Extension may be granted by the Superintendent.
- C. Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:
- (1) A maximum of three (3) days for a death in the immediate family: spouse, father, mother, father-in-law, mother-in-law, children and grandparents. Additional time may be granted at the discretion of the Superintendent.
 - (2) One (1) day for attendance at the funeral service of brother, sister, brother-in-law or sister-in-law, or person whose relationship to the teacher warrants such attendance. Extension may be granted by Superintendent.

- C. (3) Absence when a teacher is called for jury service.
- (4) Court appearance as a witness in any case connected with the teacher's employment or the school or whenever the teacher is required to attend any proceeding.
- (5) Approved visitation at other schools or for attending educational conferences or conventions, including Association meetings.
- (6) One (1) day to take the selective service physical examination.
- D. Leaves of absence without pay, not to exceed one (1) year, may be granted upon application for purpose of study and research.
- The regular salary increment occurring during such period shall be allowed.
- E. A maternity leave, not to exceed three (3) years, shall be granted without pay. A teacher having been duly granted maternity leave must apply for re-employment on or before April 1st prior to the school term if re-employment is desired.
- F. Leave of absence shall be granted up to two (2) years to any teacher who enlists in the Peace Corps as a full-time participant. Such teacher shall be restored to employment with the District and shall be given the benefit of any increments which would have been credited to him had he remained in active service with the school system, provided however, that such teacher shall make application for re-employment within ninety (90) days after discharge from the Peace Corps; and provided ~~further, that such teacher~~ reports for this teaching assignment at the outset of the semester immediately following such discharge from service.
- G. Teachers who are officers of the State Association or are appointed to its staff shall, upon proper application, be given leave of absence for one (1) year without pay for the purpose of performing duties for the said Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.

H. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States until expiration of the first enlistment or the duration of the national emergency. Such teacher shall be restored to employment with the District and shall be given the benefit of any increments, provided however, that such teacher shall make application for such re-employment within ninety (90) days after discharge from the Armed Forces and provided further, that such teacher reports for his teaching assignment at the outset of the semester immediately following such discharge from service.

I. A teacher elected or selected for a full-time public office which takes him from his teaching duties with the school system, shall upon prior written request, receive a leave of absence without pay for the term of such office or two (2) years, whichever is less. Unless such teacher returns within the time limit hereinbefore specified, such leave of absence shall terminate unless it has been renewed for a specific period with the approval of the Superintendent of Schools.

It is recognized that a teacher has the right to serve in, or be elected to public office less than full time. However, such service shall not be permitted to interfere with the educational process and said teacher's contractual obligation.

ARTICLE XII

TERMINAL PAY

One day's pay shall be granted for each day of accumulated sick leave not to exceed \$1,000 upon retirement of an employee under the provisions of the Michigan Public School Employees Retirement System.

ARTICLE XIII

Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection.

- A. One day's pay shall be granted for each day of accumulated sick leave not to exceed \$1,000, if an employee dies while under contract with the Bay City Board of Education.
- B. The School District shall pay \$8.00 per month for twelve months toward the premium for Blue Cross, Washington National, and M.E.A. insurance programs carried with the Bay City Public School groups for which payroll deductions are made by the Bay City School District.
- C. If an employee is absent from work because of compensable injury and has exhausted his sick leave benefits, including sick leave bank, the School District shall continue to pay \$8.00 per month toward Blue Cross, Washington National, and M.E.A. insurance for the duration of Workmen's Compensation benefits.

ARTICLE XIV

Professional Growth

The following policy has been adopted:

1. A degree plus thirty semester hours is termed "Professional Growth".
2. It is the teacher's responsibility to make application for Professional Growth increments and submit evidence of earned credits to the Superintendent's office.
3. The Superintendent may seek the advice of the Professional Growth Committee, regarding courses he terms questionable.

4. The Professional Growth Committee shall consist of four members: chairman of the Professional Rights and Responsibilities Committee, and three tenure teachers. These tenure teachers shall represent the elementary, intermediate and secondary (9-12) levels. Term of office will be two years.

5. Compensation for Professional Growth step is set forth in Appendix A.

ARTICLE XV

Current Improvement

The Current Improvement is for the purpose of encouraging continued professional growth of teachers who have reached the maximum step on the salary schedule.

The Current Improvement step shall consist of:

1. Five years of teaching beyond the maximum step on the salary scale.
2. During this five-year period, the teacher must earn three semester hours of credit.

3. The qualifying hours must be in their teaching field at the time the credits are earned.

4. It is the teacher's responsibility to make application for the Current Improvement increment and submit evidence of earned credits to the Superintendent's office.

5. The Superintendent may seek the advice of the Professional Growth Committee regarding courses he terms questionable.

6. The compensation for Current Improvement is set forth in Appendix A.

ARTICLE XVI

Tenure Procedures and Teacher Evaluation

The administration will be responsible for appointing sponsors. Tenure Form 1; five specific meetings for purposes of counseling the probationer and evaluating the situation - Tenure Forms 2, 5, and 6.

Article XVI (cont'd) Tenure Procedures and Teacher Evaluation

The BCEA Tenure Committees will be responsible for their own committees, assignments and reports - Tenure Forms 3 and 4.

It is assumed that the specific meetings between the Principal and the Probationer and the Sponsor-Teacher does not preclude the possibility of any number of Teacher-Principal conferences as circumstances and situations may require. The essential purpose of the specific meetings will be to bring all the resources of the school system to bear upon any problems which may arise.

During the two-year probationary period five specific meetings are suggested in which the Probationer, the Sponsor-Teacher, and the Principal, or Principal's Representative, are involved. The first meeting prior to the eighth week shall be for the purpose of checking with the Probationer and the Sponsor to be sure arrangements are satisfactory. There shall be two evaluating sessions each year: the first, prior to the eighteenth week; the second, prior to the twenty-sixth week. At the evaluating sessions, the Probationer and the Principal will arrive at a composite assessment of the Probationer's position. The Probationer and the Principal will both have prepared their personal appraisal in advance of the meeting, using Tenure Form 6. The composite assessment submitted to the Superintendent's office may be supplemented with additional comments or information by the Probationer, Principal, and/or the Teacher Counselor.

SCHEDULE:

First Week

1. Principal appoints sponsors.

Second Week

1. Building Committee Election.
2. First Meeting of the Building Committee.
3. Election of Building Committee.
4. Meeting of the City-Wide Committee.
5. Verification Form.

Article XVI (cont'd) Tenure Procedures and Teacher Evaluation

Third Week

1. City-Wide Meeting.
2. First Conference List.
3. Special Education Eligibility List.

Eighth Week

First Conference Completed

Eighteenth Week

Second Conference Completed.

Twenty-Sixth Week

Third Conference Completed.

Twenty-Eighth Week

Recommendations from City Committee to Superintendent.

Teacher Evaluation

- A. The evaluation of the work of all teachers is the responsibility of the Administration. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- B. A teacher may request to have present one or more representatives of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- C. Any adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth; PROVIDED, HOWEVER, that (1) as to probationary teachers, the Board may give such notices of unsatisfactory work as shall be required or permitted by the

Article XVI (cont'd) Tenure Procedures and Teacher Evaluation

Teacher Evaluation (cont'd)

- C. Michigan Teacher Tenure Act during the pendency of any grievance procedure, and (2) as to tenure teachers, pending grievance procedures shall be dismissed immediately upon the filing of written charges under the Michigan Teacher Tenure Act and said Act shall thereafter govern all proceedings against the teacher.
- D. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information, such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall remove such credentials and confidential reports from the file prior to the review of the file by the teacher.

ARTICLE XVII

Protection of Teachers

- A. The Board shall recognize its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of classroom control and discipline. The Board shall receive and consider any duly lodged grievance concerning insufficient administrative backing and support of a teacher. The Board recognizes that it is not feasible for regular teachers to accept the responsibility for instructing pupils who need special assistance; whenever it is apparent to both the regular teacher and the principal that a particular pupil needs special attention or treatment, the principal will refer the case to the Director of Special Education for action as outlined in the Administrative procedures.
- 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

- B. teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

- C. If any legal action is brought against a teacher by reason of disciplinary action taken by the teacher against a student, the Board will provide such legal counsel and all necessary assistance to the teacher in his defense as is permitted under the Michigan School Code.

- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

- E. When a teacher is injured in the course of his employment with the school system all medical, surgical and hospital care and other benefits as is provided by Workmen's Compensation will be furnished by the Board.

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

- G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XVIII

Professional Grievance Procedure

1. DEFINITIONS

(a) A "grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established policy or

Article XVIII (cont'd) Professional Grievance Procedure

1. (a) (cont'd)

the provisions of this Agreement. It is expressly understood that a claim based upon an event arising out of the executive management and administrative control of the school system, its properties and facilities not otherwise restricted by this Agreement, shall not constitute a grievance.

(b) The term "teacher" shall include any individual or group of individuals within the bargaining unit covered by this Agreement.

(c) A "party of interest" is the person, persons, or association making the claim and any person who might take action or against whom action might be taken in order to resolve the grievance.

(d) The term "days" when used in this article shall mean duty days, except where otherwise indicated.

(e) The "Appeals Committee" is a group to whom the aggrieved member turns if his association representative feels no action is warranted on the stated problem. This Committee shall operate at level one of the formal procedure only. Said Committee shall be made up of the following: The Association Vice-President, and one classroom teacher from each of these levels: Elementary, Intermediate, and High School.

II. PURPOSE. The primary purpose of this procedure is to secure at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the association, provided the adjustment is not inconsistent with the terms of this Agreement and that the association has been given opportunity to be present at such adjustment.

III. STRUCTURE.

(a) There shall be one or more Association Representatives for each school building to be selected in a manner determined by the Association.

(b) The Association shall establish a broadly representative Grievance Professional Rights and Responsibilities Committee, hereinafter referred to as "PR & R". No member of the Grievance Committee shall be a member of the Appeal Committee. In the event any Representative or member of these Committees is a party in interest to any grievance brought, he shall disqualify himself and shall be replaced by the Association.

(c) The building principal or immediate supervisor shall be the administrative representative when the particular grievance arises in one building. The Superintendent shall designate the administrative representative when the particular grievance arises in more than one building.

IV. INFORMAL PROCEDURE. Informal procedures are those procedures used at the local level to identify, clarify, and resolve the individual member's grievance. It is assumed that the problem can be resolved most of the time through counseling and through the use of this informal process. Suggested contacts for the individual to use for discussing his grievances are:

1. The Association Representative.
2. The Tenure Coach.
3. Special friend.
4. An officer of the Local Association.
5. The immediate supervisor, director and superintendent
in that order.
6. Another professional person where confidential treatment
of the complaint will be maintained.

If the problem cannot be resolved satisfactorily at this level, the individual will then proceed to the formal procedure as set forth in Section V hereof.

V. FORMAL PROCEDURE. Proceedings under the formal procedure must begin within thirty (30) days of the alleged infraction. Said formal procedure shall be deemed to have commenced when a written complaint is filed with the office of the Building Principal. The number of days indicated in each level as set forth below is considered to be a maximum and the failure of a teacher to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator at any step to communicate his decision to the teacher within the specified time limits shall permit the teacher to proceed to the next step. All time limits may be extended by mutual agreement in writing.

(a) LEVEL ONE. Any teacher having an alleged grievance shall first discuss the matter with his Association Representative and if said Representative concurs that a grievance exists, it shall be reduced to writing setting forth the facts and alleged violation, signed by the individual teacher, filed in the office of the Building Principal, and proceeded upon within fifteen (15) days as provided for in Level Two hereunder. If the Association Representative does not feel a grievance exists, the grievant may within three (3) days appeal the Association Representative's decision to the Appeal Committee. The Appeal Committee shall render its decision within ten (10) days. If a grievance is found to exist it shall be taken to Level Two within two (2) days of the Appeal Committee's decision. If a grievance is not found to exist, the grievant may proceed to Level Two only upon his own initiative without Association support.

(b) LEVEL TWO. The Superintendent shall represent the Administration at this level of the grievance procedure. Within twenty (20) days after receipt of the grievance by the Building Principal, the Superintendent shall meet with the aggrieved person in an effort to resolve it. The Superintendent shall make his decision known within five (5) days.

(c) LEVEL THREE. In the event the grievance is not satisfactorily resolved at Level Two within five (5) days, the grievant or the Association Representative shall file the grievance with the PR & R within five (5) days after the decision at Level Two. The PR & R shall make its decision known within five (5) days. If the PR & R decides that the decision at Level Two is in the best interest of the educational system, it shall so notify the teacher and the Association Representative. If the PR & R decides that the decision at Level Two is not satisfactory, it shall refer the matter back to the Superintendent of Schools for a meeting with the Ad Hoc Committee.

The Superintendent of Schools shall designate three (3) persons, who may include himself, to represent the administration. The Chairman of the Grievance Committee shall designate three (3) persons, who may include himself, as an Ad Hoc Committee to represent the Association. Within ten (10) days after the return of the written grievance to the Superintendent, these two representative groups shall meet to consider the problem in an attempt to arrive at an equitable solution to the grievance; which committee shall make its decision known within five (5) days

(d) LEVEL FOUR. If the decision reached in Level Three is not satisfactory to the Association, the aggrieved party may within fifteen (15) days submit the grievance to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any issues which have not been set forth in the original grievance. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. An arbitration hearing will be held at which both parties will be privileged to attend. Each party may present the testimony of

(d) LEVEL FOUR. (cont'd)

witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the School Board and the Association. An individual resorting to arbitration without the Association shall bear one-half the cost thereof.

Arbitration of grievances arising from the language of this Agreement or an alleged breach thereof will be final and binding.

If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged or disciplined, he shall be entitled to full reimbursement of all professional compensation loss.

VI. RIGHT TO REPRESENTATION. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure.

VII. MISCELLANEOUS. (a) During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.

(b) There shall be no reprisals of any kind by administrative personnel taken against any party in interest or his Association Representative, any member of the Grievance Committee, Appeal Committee, or Ad Hoc Committee, or any other participant in the procedure set forth herein by reason of such participation.

(c) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(d) Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent so as to facilitate operation of the procedures set forth herein.

(e) If a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

ARTICLE XIX

Professional Study Committee

- A. The Board of Education recognizes that teachers and other professional employees have much to offer in relation to "educational policies".
- B. The Administration shall continue to seek the counsel and advice of the appropriate standing committees of the Association on matters of mutual interest including text book selection and may request the Association to appoint ad hoc committees to treat matters which do not come within the purview of the standing committees of the Association.
- C. The Administration reserves the right to appoint representative committees to consider curriculum, selection of textbooks and instructional materials, and such other matters as conditions may from time-to-time require.
- D. It is further agreed that the parties shall cooperate in an on-going study of the instructional program. To this end, the Executive Committee of the Association will appoint an Educational Improvement Committee of not fewer than twenty (20) teachers to be chaired by a classroom teacher, which will be responsible for developing recommendations to the Board in the field of educational programs. The committee may appoint ad hoc committees as needed. The Board agrees that the Superintendent, or his designee, will meet and consult with said committee when requested to do so after classroom school hours.

ARTICLE XX

Retirement

- A. The compulsory retirement age for employees of the Bay City School District shall be sixty-five. (65)
- B. Any employee that will reach the sixty-fifth birthday prior to the effective date of his or her contract shall not be permitted to sign a contract for the next year.

ARTICLE XXI

Experience Allowance

- A. A teacher employed with previous teaching experience shall receive full credit on our salary schedule for the first six years of such experience.
- B. One half-year credit shall be allowed for each year of the next six years of experience.
- C. The total experience allowable shall not exceed nine years.

ARTICLE XXII

In-Service Meetings

- A. The Board agrees to hold not more than four (4) in-service training meetings per school year by grade level and/or subject areas. These meetings shall cover grades K-8 and may include high school department heads and subject area teachers when appropriate.
- B. The aforementioned meetings are to be held on days counted in membership and shall run from 8:30 A. M. until 3:15 P. M. A lunch period shall not exceed ninety minutes.

ARTICLE XXIII

Relief from Non-Teaching Duties

- A. The Board and the Association agree that a teacher's primary responsibility is to teach and that his energy should be utilized to this end. The Board and the Association recognize that the teacher aides and clerical employees are useful and necessary in order to implement this principle.
- B. Where other reasonable means can be implemented, teachers shall not be expected to perform the many quasi-clerical tasks that have become a part of the school program. Examples are: Milk distribution, collecting money for non-educational purposes, machine scoring of tests and similar clerical functions which do not require the exercise of professional judgment.

ARTICLE XXIV

Discipline of Teachers

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement governing the discipline of teachers.
- B. No teacher shall be disciplined, suspended with or without pay, or reprimanded without just cause.
- C. Discipline of teachers shall be subject to the grievance procedure; provided, however, that - (1) as to probationary teachers, the Board may give such notices of unsatisfactory work as shall be required or permitted by the Michigan Teacher Tenure Act during the pendency of any grievance procedure and that the Board's decision on the termination of the services of or failure to re-employ any such teacher on a third-year probation shall be final. (2) as to tenure teachers, any pending grievance procedures shall be dismissed immediately upon the filing of written charges under the Michigan Teacher Tenure Act, and said Act shall thereafter govern all proceedings against the teacher.

ARTICLE XXV

Strikes and Responsibilities

The Association agrees, on its own behalf that:

(a) During the life of this Agreement, neither the Association nor any of its agents, or persons acting in its behalf, shall cause, authorize or support, nor shall any of its members take part in, any strike; that is, the concerted failure to report for work, or willful absence of a teacher from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment for any purpose whatsoever.

(b) If the Association disclaims in writing to the Board responsibility for any activity prohibited hereby, it shall not be liable in any way therefor. Violation of this agreement by any teacher, or group of teachers, shall constitute good cause for their discharge or for the imposition of discipline or penalties without recourse to arbitration; provided, however, that the question of their participation shall itself be subject to arbitration.

(c) The Board of Education, in the event of violation of this Article, shall have the right, in addition to the foregoing and other remedies available at law, to seek injunctive relief and damages for breach hereof against the Association.

(d) The Association recognizes that supervisory, administrative and executive officials are excluded from the bargaining unit herein. It is also recognized that it is the present policy of the Association to admit such persons to membership in the Association for professional purposes not connected with the collective bargaining and administration of this Agreement. The Association agrees that it will take no action, directly or indirectly, against such administrative officials because of their duties relative to the administration of this Agreement or the educational policies of the Board.

(e) Notwithstanding the foregoing, nothing contained herein, shall be construed as a waiver of any rights of the Association or its members which they may have under Act 379 of the Michigan Public Acts of 1965 or which are otherwise provided by law.

ARTICLE XXVI

Emergency School Closing

- A. When the decision to suspend bus service to students throughout the District is made by the Superintendent or his designee, all schools within the District shall be closed.

Educational employees shall not be required to report when schools are closed.

ARTICLE XXVII

Released Time for Association President

- A. The President of the Bay City Education Association shall have released time to conduct the business of the Association. Said time not to exceed the equivalent of one-half the regular assignment. Scheduling of the released time shall be agreed upon annually by the Building Principal and the President of the Association.
- B. The Association shall reimburse the School District for the expense incurred by the District in continuing the services normally provided by this individual.

ARTICLE XXVIII

Millage

- A. The Board and Association, recognizing that the funds now available for operating a professionally sound educational program are inadequate, vigorously propose the following:

(1) During the school term 1966-67, the School Board will by September 1st appoint a committee to meet with a committee from the Association for the purpose of studying the subject of additional operating millage.

(2) The purpose will be to determine the role such additional millage would have in building needs, educational program, professional salaries, etc.

A. (3) The Study Committee recognizes a Citizens Committee is currently studying building needs and will develop its program to correlate with the Building Study.

(4) To obtain optimum benefits from the above studies, the Board agrees to call an election as early as feasible in the 1966-67 school year on a millage proposal adequate to provide a sound educational program.

ARTICLE XXIX

Miscellaneous Provisions

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may 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.
- B. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the District; and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof. The Board commends the Association on its Code of Ethics and encourages its application.
- D. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions

Article XXIX (cont'd) Miscellaneous Provisions

D. of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

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

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

G. Any teacher breaking his contract, or not fulfilling the terms of his contract, shall have such fact noted and placed in his personal file.

Such teacher shall also forfeit the rights and benefits set forth in this Agreement.

ARTICLE XXX

Duration of Agreement

A. This Agreement constitutes the entire collective bargaining negotiations on all subjects for the term of this Agreement, except as herein otherwise provided, and shall become effective as of July 1, 1966 and shall continue in full force and effect and be legally binding on the parties hereto, until June 30, 1967 and from year to year thereafter unless either party serves notice in writing upon the other party at least 120 days prior to the expiration date of this Agreement.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District.

It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measure it may deem appropriate.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this

8th Day of September, 1966.

BAY CITY EDUCATION ASSOCIATION

By:

Alvin L. Sprague
President

Members of Negotiating Team:

James A. Jansowicz

Albert Hoffman

Frank D. Hewitt

Reinhardt J. Krause

BAY CITY BOARD OF EDUCATION

By:

Ferrill E. Barnes
President

Members of Negotiating Team:

Oliver J. Bodley

L. E. Ewing

William M. Lambert

APPENDIX A

Teacher Salary Schedule

<u>Step</u>	<u>Index</u>	<u>Non-Degree</u>	<u>Index</u>	<u>B.A. Degree</u>	<u>Index</u>	<u>M.A. Degree</u>
1	.754	\$ 4250	1.000	\$ 5700	1.080	\$ 6156
2	.770	4390	1.040	5928	1.125	6412
3	.794	4530	1.080	6156	1.170	6669
4	.819	4670	1.120	6384	1.215	6925
5	.843	4810	1.190	6783	1.285	7325
6	.868	4950	1.230	7011	1.330	7581
7	.892	5090	1.270	7239	1.375	7895
8	.917	5230	1.310	7467	1.420	8094
9	.942	5370	1.350	7695	1.465	8351
10	.966	5510	1.420	8094	1.535	8750
11	.991	5650	1.460	8322	1.580	9006
12	1.015	5790	1.500	8550	1.625	9263
13	1.040	5930	1.540	8778	1.670	9519
14	1.065	6070	1.580	9006	1.715	9776

Professional Growth Increment \$200
 Current Improvement Increment \$200

Special Assignments

Baseball -----	\$ 450	Athletic Program:	
Basketball		Elementary - Fall -----	\$ 150
Head Coach -----	800	Elementary - Winter -----	150
Assistant Coach ----	400	Elementary - Spring -----	150
Cross Country -----	250	Coordinator -----	400
Faculty Manager -----	600	Dean of Boys, Girls -----	400
Trainer & Equipment ----		Debate -----	300
Manager -----	1100	Department Head -----	125
Football		Dramatics -----	300
Head Coach -----	1100	Grade Counselor -----	150
Assistant Coach ----	500	Overload Class (per semester)-	300
Golf -----	250	Publications:	
Swimming -----	450	Magazine -----	250
Tennis -----	250	Newspaper -----	250
Track		Yearbook -----	250
Head Coach -----	450	Critic Teacher -----	200
Assistant Coach ----	250	Teacher of Handicapped -----	400
Wrestling -----	450	Orthopedic -----	500
		Visual Education:	
		High School -----	300
		Elementary -----	400

Driver Education Teachers

Driver Education Teachers shall be contracted for 1810 hours annually at \$5,882.50, including two weeks vacation (one at Christmas, one in the spring), as follows:

38 weeks, 35 hours per week \$ 113.75 per week
 12 weeks, 40 hours per week \$ 130.00 per week

The evening rate shall be \$3.35 per hour.

Substitute Teachers

Rate: \$22.00 per day

Summer School

Elementary ---- \$ 600
 High School --- \$ 300 per class