MASTER AGREEMENT BETWEEN THE HALE BOARD OF EDUCATION AND THE HALE FEDERATION OF TEACHERS 2011-2013

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#### MASTER AGREEMENT BETWEEN THE HALE BOARD OF EDUCATION AND THE HALE FEDERATION OF TEACHERS 2011-2013

#### ARTICLE I RECOGNITION

- A. This Agreement, made and entered into on this 26<sup>th</sup> day of August 2011 by and between the Board of Education of the Hale Area Schools, Hale, Michigan, hereafter referred to as the "Board" or the "Employer" and the Hale Federation of Teachers hereafter called the "Federation" or the "Union". Contract term to be two years, from July 1, 2011 through June 30, 2013.
- B. The Bargaining Unit shall consist of: All certified teaching personnel, including all counselors, special education teachers, speech therapist, Title I Director, librarians, and all other professional teaching personnel. Excluded: All supervisory and executive personnel including superintendent, school principals, and all other administrative employees.
- C. Pursuant to Act 379, Public Acts of 1965, as amended, the Board hereby recognizes the Federation as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours, and other terms and conditions of employment for the entire term of the Agreement for Hale teachers who hold valid contracts.

## ARTICLE II

# FEDERATION RIGHTS AND RESPONSIBILITIES

- A. Pursuant to Act 379 of the Public Acts of 1965, and any subsequent amendments, the Board hereby agrees that every teacher shall have the right to freely organize, join, and support the Federation for the purpose of engaging in collective bargaining or negotiations.
- B. 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 other laws or regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. When an employee speaks or writes as a citizen, he shall be free from institutional censorship and discipline. It shall be the responsibility of the employee, in exercising this right, to make it clear that he speaks or writes as an individual and not on behalf of the district.
- C. The Federation agrees:
  - 1. Establishment of new positions or functions related to instruction, or work performed by persons outside the bargaining unit related to instruction, shall be negotiated with the Union before such positions may be filled or assigned salary designations.
  - 2. The Employer agrees that with respect to hiring, working conditions, and promotion practices, neither it nor its agents shall discriminate on the basis of race, color, national origin, gender, religion, age, height, weight, marital status, health, disability, political activities, or membership or participation in the activities of the Union.
  - 3. The Union agrees to admit all bargaining unit members to membership without discrimination by reason of race, color, national origin, gender, religion, age, height, weight, marital status, health, disability, political activities, or prior membership or past participation in the activities of any employee organization.
  - 4. The Union shall have the right to investigate, at the employee's request; any facet arising out of the employee's assignment which the employee feels may adversely affect his professional status.
- D. Any authorized representatives of HFT/AFT shall be permitted to transact official Federation business on school property at all reasonable times, provided that it does not interfere with or interrupt or affect normal school operations or assigned duties. It is the responsibility of the above-mentioned Federation representative to report to the building principal before their conference with any teacher. The Union and its representatives shall have the right to use the Hale buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Employer may make a reasonable charge thereof. Such use shall require that the Union follow the established building scheduling procedures. Duly-authorized representatives of the Union shall be permitted to transact official Union business on the Hale school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Federation may use school facilities and equipment; including typewriters, copy machines, other duplicating equipment, **including computers, printers and other technology** normally available to teachers and audio-visual equipment at reasonable times, when such equipment is not otherwise in use, providing that such equipment shall not be removed from school property. Use of equipment other than that listed herein shall be with administrative approval. The Federation recognizes that all equipment in a building is ultimately the responsibility of the school principal. Federation use of school equipment will be permitted provided that:
  - 1. Request is made and use is arranged for in advance.
  - 2. The use is strictly to service the legitimate business of the Federation, such as records, notices, correspondence, etc.
  - 3. The purpose is for internal business use of the Federation and is not for public distribution.

- 4. Supplies in connection with such equipment use will be furnished or paid for by the Federation. A reasonable fee consistent with public use will be charged.
- F. Teachers will have the privilege to payroll deductions for the following items:
  - 1. Federation dues, **deducted from each regular paycheck every month beginning in September**. Teachers may authorize payroll deductions for annuities, and a **Health Reimbursement Account** which will be promptly paid to the annuity provided by the Board. However, the number of annuity providers shall be limited to two (2), which will be identified by the Federation.
  - 2. Current authorized deductions, deducted from every regular paycheck each month beginning in September. The Board agrees to promptly remit to the Federation all monies so deducted.
  - 3. Teachers may authorize credit union deductions, which will be promptly paid to the credit union by the Board.
- G. As a condition of the effectiveness of payroll deductions, the Federation agrees:
  - 1. To indemnify and save Hale Area Schools, the Board, and each individual school board member, and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability and all court and/or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with payroll deductions.
- H. Union Dues Check-Off
  - 1. Upon filing with the Employer of a written authorization form for payroll deduction, signed by the employee, the Employer agrees, during the term of this Agreement and any extension or renewal thereof, to deduct union membership dues which have been levied in accordance with the Constitution and By-Laws of the Union from the pay of such employee. Individual authorization forms shall be mutually agreed upon and when executed, shall be filed by the Union with the Employer. Authorizations, once filed with the Employer, shall continue in full force and effect until revoked by the employee on a form mutually agreed upon, which form shall be filed with the Employer. The Union agrees, at least thirty (30) days prior to the beginning of each school year, to give written notification to the Employer of the amounts to be deducted in that year under such authorizations.
  - 2. Deductions from each paycheck shall be in the amount stipulated by the Union for the term of this Agreement, and shall commence with the first pay period of each contract year. The Employer agrees to forward such deductions, along with a list of employees from whom the deductions have been made, within one month following such deduction, to the Treasurer of the Union. The Employer shall forward to the Union a list of all employees within the bargaining unit and their assigned locations no later than September 15 of the current school year. Further, the Employer shall notify the Union of any employee in the bargaining unit entering or leaving the employment of the Employer.
- I. Union Security

The Employer and the Union, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit, regardless of whether or not such member belongs to the Union, accept the following method designed to enable all such members of the bargaining unit to support the efforts of the bargaining agent in their behalf:

- 1. Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of union dues.
- 2. Any member of the bargaining unit, who has not joined the Union during such period or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be a sum equal to the union dues which have been established by the Union for each school year. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.
- 3. The Employer agrees to notify all employees in the bargaining unit (those employed at the time of execution of the Agreement or its extensions or renewals, as well as new hires) of the above-stated thirty-day (30) period, the name(s) of such employee(s) and the date of employment.
- 4. Failure within the above-stated thirty (30) days to deliver authorization shall constitute a basis for discharge, and the Employer agrees, upon receipt of notification from the Union that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) days, to discharge such employee within five (5) days; it being understood between the parties to this Agreement that such requirement is a condition of continued employment with the Employer.
- 5. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered reemployment by the Employer, such unpaid amounts shall be required to be paid to the Union by the applicant as a precondition to reemployment.
- 6. The Hale Federation of Teachers shall indemnify and save the Employer harmless against any and all claims, demands, suits, or judgment damages, including costs and actual attorney fees, which may arise from the implementation of this section of the Agreement.
- J. The Board shall continue to make available in each building a room to be used as a lounge by teaching personnel.
- K. Disciplinary investigations, interviews, and reprimands will be conducted in private. Any of these areas will be identified before the process begins. An affected employee will have the right to a union representative in all formal and informal meetings and when such a request is made the interview **will stop immediately and** will not proceed until the representative is in attendance. The Employer shall have a similar right to include a representative of its choice at such a meeting. Material shall not be gathered against an employee by covert devices without reasonable cause.

- L. A copy of all regular board meeting minutes shall be given to the Union President, when available, following all regular school board meetings. Agendas and when appropriate packets for all board meetings will be sent to the Union President electronically as soon as practicable.
- M. The Union shall have the right to post notices of its activities and matters of Union concern on adequate bulletin boards located in mutually-agreed-upon areas of Hale School District buildings.

N. Federation Business Days

It is agreed by the Board that Hale Federation members shall be granted leave time for no more than fifteen (15) days total, with individual members using no more than four (4) days each for Federation activities. These days shall not be used for the purpose of supporting strike activities. Any substitute employee costs incurred by the District will be reimbursed to the District by the Hale Federation of Teachers. No more than two (2) members per building or no more than three (3) teachers will be gone at one time. Union will provide administration five (5) days notice and endeavor to help in substitute shortage.

# ARTICLE III

# BOARD RIGHTS AND RESPONSIBILITIES

- A. 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 the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the contracted days and school related activities.
  - 2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion; and to promote and/or transfer all such employees as defined in the contract.
  - 3. To establish or eliminate grades and courses of instruction, including special programs, and to provide for or eliminate athletic, recreational and social events for students, in discussion with the Union.
  - 4. To approve upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature in discussion with the Union.
  - 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, as well as non-teaching activities, and the terms and conditions within scope of the contract in discussion with the Union.
  - 6. To draft job descriptions, policies, evaluation standards, and work rules not otherwise in conflict with this agreement.
  - 7. To maintain the efficiency of the school operations; determine services to be rendered by the public school; and take actions as may be necessary to carry out the mission of the public school.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- E. Personnel Files
  - 1. Employees shall be permitted to inspect all the contents of their personnel file. Only one central file shall exist.
  - 2. Any material not shown to an employee and initialed by him (which initialing shall signify only that the employee has read the material and not that he or she necessarily agrees with the contents) within ten (10) days after receipt shall not be permitted as evidence in any grievance or any disciplinary action against such employee.
  - 3. No evaluations, correspondence, or other material making reference to an employee's competence, character, or manner shall be kept or placed on file without the employee's knowledge and opportunity to attach their own comments in their personnel file.
  - 4. Non-attributed and non-verified statements from nonprofessional sources shall not be included in any file.
  - 5. The date of insertion, the subject, and origin of the material, shall be indicated on each item in the file.
- F. Evaluations

All teachers shall be evaluated as outlined in P.A. 100, 101, and 102. The final tool will be given to Staff by September 30,

G. The district shall assign, with the consultation of the prospective mentor, a mentor teacher or coach to each teacher who is subject to the mid-year progress report and all probationary teachers. Mentor teachers shall be compensated annually per mentee at a rate of \$400. Mentor responsibilities are:

- 1. Must be a tenured teacher
- 2. Shall be in the subject field, or related field, or have had experience within the subject area if at all possible.
- 3. Shall make the new teacher familiar with the expectations and policies of the school system.
  - a. Routine procedures, policies and best practices
  - b. Professional organizations curriculum alignment, technological utilization and assessment techniques
- 4. Shall help in the personal adjustment of the new teacher in the school, community life, and offer constructive suggestions to establish friendly relationships
- 5. Shall help advise and model for the new teacher adjust in his/her relationship with the adult personnel in the school system. Shall meet with mentee on a weekly basis to review instructional expectations and transition into the teaching roles. Act as a professional critical friend.
- 6. Shall take part in establishing goals for the mentee during the probationary period.
- 7. Shall stand in the position of a friendly advisor and conduct at least (2) informal observations. The contents of these observations and subsequent thereof shall remain confidential. Release time for said observations will be arranged upon consultations with building administrator.

Compensation will be awarded based on the fulfillment of the above duties

H. The Board of Education recognizes its responsibility to give all reasonable support and assistance with respect to the maintenance of student discipline in the school district.

If a student is referred to the administrator for discipline purposes, the student may not return to the referring teacher until the employee and administrator have discussed the situation. In the event that a snap suspension is enacted, the teacher shall complete his/her responsibilities and will receive cooperation from the principal in executing these expectations and requirements.

As per school code 380.1309: Conduct constituting suspension; action by teacher; report; supervision; conference; return by student; adoption of local policy by school board; definitions.

Sec 1309 (1) if a teacher in a public school has good reason to believe that a pupil's conduct in a class, subject or activity constitutes conduct for which the pupil may be suspended from a class, subject or activity according to the local policy required under subsection (2) the teacher may cause the pupil to be suspended from the class, subject or activity for up to 1 full school day. The teacher shall immediately report the suspension and the reason for the suspension to the school principal and send the pupil to the school principal or the school principal's designee for appropriate action. If that action requires the continued presence of the pupil at school, the pupil will remain under appropriate supervision. As soon as possible after a suspension under this section, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable a school counselor, school psychologist or school social worker shall attend the conference. A school administrator shall attend the conference if the teacher, parent or guardian so requests. During a suspension under this section, the pupil shall not be returned that school day to the class, subject or activity from which he or she was suspended without the concurrence of the teacher of the class, subject or activity and the school principal.

In all cases of a serious nature, such as unprovoked assault, possession of narcotics, possession of alcoholic beverages, theft, vandalism, and any other serious offense, such student shall be removed immediately from contact with the employee in question and reported to the proper authorities. Said student shall be withheld from contact with the employee in question until the authorities and the Board of Education or its representative deems an adjustment has been made.

In the event an employee is subjected to an unprovoked assault which arises out of and in the course of their employment, it shall be promptly reported to the police and Board or their designated representative. The Board will provide legal counsel to advise the employee of their rights and obligations with respect to the assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

In the event the employee is the subject of a civil action filed by someone other than an employee of the Board of Education which arose out of and in the course of their employment, the Board will provide legal counsel and render the necessary assistance to the employee in his defense provided the employee's conduct was justified based on what a reasonable and prudent person would do in like or similar circumstances.

The employee shall be paid without loss of time, seniority, or other benefits for any injuries incurred or time lost in pursuing the legal action under this article.

#### ARTICLE IV TEACHING HOURS, CLASSROOMS AND ASSIGNMENTS

- A. The teacher day, start and end, can be set by the Board to fit within a window between 8:00 a.m. and 4:00 p.m. Adjustments to the workday will be made necessary to meet the minimum requirements as set forth in the Michigan Public School Code. No teacher will be scheduled for more than seven (7) consecutive hours to include a thirty (35) minute duty free lunch and no more than six (6) hours of student instruction time. The Board agrees to negotiate the impact of any changes with the Federation. Currently the normal teacher workday will begin at 8:05 and conclude at 3:25. The normal Student Day will begin at 8:10 and conclude at 3:20.
- B. Any teacher who is required by the Superintendent or Board of Education to attend a special institute or workshop shall not suffer any loss of wages as a result.
- C. Secondary teachers shall have a daily preparation period equal to a regularly scheduled class period. Secondary teachers shall have a regularly scheduled duty-free lunch period of 35 minutes each day. Middle school teachers shall have 50 minutes of daily preparation time and a 35 minute duty-free lunch period. Elementary teachers shall have a duty-free lunch period of thirty-five (35) minutes per day and two hundred (200) minutes of preparation time, not counting recess, per five (5) day week with at least a forty (40) minute preparation time daily. Elementary teachers will have 40 minutes of preparation time each day. Administration will diligently attempt to schedule this time in consecutive minutes of prep time. In the event that there is difficulty in attaining this goal, two representatives from the K-6 will meet prior to the teacher's record day of school to discuss potential options for the Elementary Preparation Time Schedule. In the event that consensus does not occur an additional meeting will be scheduled prior to June 30 and attendance by the Superintendent will be encouraged. If consensus still does not occur, another meeting will occur prior to July 15, and the Superintendent of Schools will attend. In the event that 40 minutes does not accommodate the schedule, each case will be addressed individually in a fair and appropriate, equitable manner. All preparation time will begin on the first day with students.

# **Prep Time Responsibilities**

Types of responsibilities to be addressed during prep time:

- Parent Communications
- Professional Communications
- Subject preparation
- Assessments
- Preparation of materials
- 1. An employee assigned as lunch room supervisor will be paid Eighteen Dollars (\$18.00) per lunch period.
- 2. When an employee is requested and agrees to supervise a class during his/her preparation or duty-free lunch period they will be paid Eighteen Dollars (\$18.00) per period.
- 3. No employee will be required to accept such assignment as outlined in paragraph 1 and 2 above.
- D. Teachers may be required to remain after school or arrive before school without additional compensation, for up to one (1) hour on each of two (2) days each month to attend meetings scheduled by the principal or administrator. Teachers will be notified three (3) working days before meetings except in an emergency.
- E. The school calendar shall be set forth in Appendix A. Professional Development hours will be included as instructional hours per current State code. Grades will be turned in at the end of the 4<sup>th</sup> calendar day following the end of the marking period.
- F. When the district is required to reschedule pupil instructional hours to meet the minimum requirements for full state aid, after the "Act of God" hours are used, the administration and HFT will agree on how to makeup the time. Teachers are not required to report on "Act of God" days.
- G. In the event that the Board designates professional development days beyond the established school year calendar, teachers may agree to attend and shall be paid at the rate of \$70.00 per full day participation and/or \$45.00 per half day participation and all expenses shall be paid by the board.
- H. Letter of Understanding

By mutual agreement between a volunteering teacher and the building principal, a teacher may accept student supervision before or after school outside the regular work hours. Upon acceptance, the teacher's workday will be adjusted so that the workday will neither be increased nor decreased by such supervision assignment. Time will either be before or after regularly scheduled duty hours.

- I. A joint study committee will be established to review and make recommendations to the Board concerning student detention and suspension.
- J. Part Time Teachers
  - 1. Shall receive a full step on the salary schedule.
  - 2. Shall receive full year longevity.
  - 3. Shall be paid the full amount for extra duties.
  - 4. When additional duties are required outside of the regularly scheduled day, the teacher will be paid on a per diem per hour basis.
  - 5. **Part Time** teachers will have the right of first refusal for all substitute positions which are outside of the assigned teaching time.

- 6. Administration will attempt to schedule part time teachers in consecutive hours.
- 7. Part Time teachers will have their preparation time prorated in the following manner:
  - Teaching:
  - 1 Class = 1 conference period per week
  - 2 Classes = 2 conference periods per week
  - 3 classes = 3 conference periods per week
  - 4 classes = 1 conference period everyday
  - (Or>50%)
- 8. The insurance contribution by the district shall be proportionate to the employee's full time employment with the district, including instruction and preparation time. In lieu of payments shall also be proportionate.
- 9. Half-time teachers shall be evaluated by each building principal, according to the law, in each building where they work.
- K. Teachers instructing in grades K-12 shall not have more than 174 students in one day. No classroom shall be assigned more students than it has adequate work stations available.
  - 1. Teachers in grades 3-8 shall have classes no larger than 29 students.
  - 2. Teachers in grades K-2 shall have no more than 25 students.
  - 3. If the maximums are exceeded, the teacher shall be compensated \$2.00 per student per day over the maximum number of students.

The content of this section is put on hold until the ship is righted and there is a minimum of 10 (ten)% fund balance in the general fund. At that time section K will be actively reinstated unless changed in future negotiations. Until the 10 (Ten) percent threshold in General Fund, Fund Balance is attained, the attached format will be used:

Because the pupil-teacher ratio is an important aspect of an effective educational program, the Board agrees that it will make a reasonable effort to stay within the maximum class sizes set forth; subject to the availability of facilities and financial resources.

25 pupils
25 pupils
29 pupils
26 pupils
2

## 2. <u>SECONDARY</u>

English, Social Studies, General Education,<br/>Mathematics, Science, Language, Business,28 pupilsArt, Health Education28 pupilsPhysical Education40 pupilsMusic35 pupilsBand1200 pupils/week

When assigning special needs students, (those with 504 plans) to regular classrooms, the Board will exercise special consideration and attempt, where possible, to equally distribute such students among the affected classrooms. If special education students (those with IEP's are mainstreamed into the regular classrooms, the number of mainstreamed students shall be evenly distributed among the regular classrooms. Exceptions to this restriction may be made on an individual basis.

As soon as possible, but no later than the third Monday in September and the beginning of the second semester in January, any class size exceeding maximums specified above shall be brought to the attention of the Federation. At this time, the District, after consultation with the affected teacher and the Federation, will implement one or a combination of the following:

- 1. Hiring additional teachers
- 2. Creation of a combined grade classroom
- 3. Additional prep blocks per week
- 4. Full time trained paraprofessional to work with students
- 5. Increase supply budget
- 6. Extra compensated workdays for planning, grading etc.
- 7. Substitutes for the classroom so that the extra Parent-Teacher conference time can be made available
- 8. Any other solution that is mutually agreeable to the District, the affected teacher and the Federation

### ARTICLE V LEAVES OF ABSENCE

Teachers shall accrue sick leave at the rate of eleven (11) days per school year, two (2) of which may be used for personal business days. An employee, who has worked in the district less than one (1) year, however, will be credited with six (6) days of sick leave first semester after the employee has worked one day that semester, and 5 days will be credited after second semester; one (1) of which may be used for personal business during the first semester with not more than two (2) business days total during the first year of employment. At the start of each school year these days shall accumulate to a maximum of 151 days. After five (5) consecutive days of illness, the Superintendent shall require a doctor's statement of condition to return to work. If an employee anticipates using FMLA, they must notify the employer within three (3) days of starting their leave.

- A. Teachers will be entitled to the following temporary leave of absence with pay each school year:
  - 1. These 11 days may be used for personal illness, family illness, funerals, immediate family bereavement and include 2 personal days. No more than 2 teachers from each school shall take personal business days at one time. Permission to take personal business days shall be granted on a first come first served basis. The immediate family shall be anyone of significance in the past or present daily life of the individual.
  - 2. The Federation recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of professional behavior, or violations of this Master Agreement by a teacher reflects adversely upon the teaching profession and creates undesirable conditions in the school system. Alleged breaches of professional behavior shall be reported, as soon as practical, to the offending teacher and may be reported to the Federation.
- B. A sick day bank will be established, directed and administered by a committee of at least two (2) tenured teachers and the Superintendent to cover teaching personnel.
  - 1. Participation within the bank will be on a voluntary basis with each participant contributing three (3) days at the beginning of the school year.
  - 2. Maximum number of days to be accumulated within the bank shall be a number equal to three (3) times the number of the full teaching staff.
  - 3. New hires must work one (1) school day before qualifying for sick bank.
- The sick bank will be frozen for the 2011-2012, including pregnancy-related absences.

# In return for freezing the Sick Bank for the 2011-2012 school year, the District will pay LTD, not to exceed \$170.00 per individual.

- C. Pregnancy-related absences will be treated the same as any other sick leave request at the discretion of the sick bank committee.
- D. <u>Professional Growth</u>. To encourage professional growth, a teacher who has taught three (3) or more years in the system shall be granted a leave of absence, not to exceed one (1) year, for advanced professional training. This may occur once every five (5) years. On return of the teacher, every effort will be made to reinstate the employee to their previous position.
- E. The Board and Union agree to comply with all State and Federal laws concerning military leave.
- F. A child care leave of absence, without fringe benefits, salary, or step increment, shall be granted by the Board of Education for one full school year upon written application of the teacher.
  - 1. Teacher may request in writing to the Board of Education to be reinstated prior to the end of one (1) full school year leave, with such decision for rehiring prior to the full year period, left to the decision of the Board.
  - 2. Teacher shall notify the Board of Education in writing by May 1st of their leave year, of their intent to return for the coming school year.
  - 3. Tenure status seniority, salary schedule and increments shall remain the same as those accrued prior to leave, upon returning to the classroom.
  - 4. Reassignment upon return shall be made based upon the decision of the building administrator in discussion with the Union.
  - 5. Person on leave of absence may be affected by layoff like any other teacher.
- G. The Family Medical Leave Act of 1993 requires the employer to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons, as defined by that law. Employees are eligible if they have worked for the covered employer for at least one (1) year, and for 1,250 hours for the previous 12 months. The district utilizes a rolling year method of calculating the FMLA leave. A rolling year is defined as twelve (12) weeks of leave in a one (1) year period. (Further terms and conditions of this Act can be found in the U.S. Department of Labor, June 1993 Employment Standards Administration Publication).

## ARTICLE VI GRIEVANCE PROCEDURE

# 1. <u>Definitions</u>

- 1. A grievance is a complaint that there has been a deviation from, or the **alleged** misinterpretation or misapplication or that there has been a violation of any provision of this Agreement.
- 2. An aggrieved person shall mean any member of the bargaining unit or the union in its own behalf, making the complaint.
- 3. Wherever the term employee is used, it is to include any member or members of the bargaining unit.
- 4. Wherever the singular is used, it is to include the plural.
- 5. Wherever notice is used, it is meant that such be written notice to all persons concerned.
- 6. The term days in this article shall mean teacher duty days, except where otherwise indicated.

# B. <u>General Principles</u>

- 1. A grievance may be withdrawn at any level.
- 2. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of duty hours.
- 3. When hearings and conferences are held during duty hours, all persons who are present at the hearing or conference pursuant to this Article whose duty hours are affected shall be excused with pay for that purpose.
- 4. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
- 5. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
- 6. Failure by the employee and/or the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- 7. In the event the employer fails to answer a grievance within the established time limit, the grievance shall automatically proceed to the next step.
- 8. Any grievance initiated within the last ten (10) days of the school year will be resolved in the month of June or at the commencement of the next school year.
- 9. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties.

# C. Procedure for Adjustment of Grievance

Grievances shall be presented and adjusted in accordance with the following procedures:

- 1. Informal Conference
  - a. A complaint shall first be identified as a grievance issue in writing, citing the appropriate contract section or sections, and shall be discussed with the appropriate Building Supervisor/District Supervisor with the object of resolving the matter informally.
    - 1. By an employee accompanied by the appropriate Union representative.
    - 2. By the Union representative in the name of the Union accompanied by at least one complainant
  - **b.** In the event the matter is resolved informally and the Union representative was not present at the adjustment of the complaint, the **Employee** shall inform the Union of the adjustment. **This shall occur within (10) working days.**
- 2. Formal Step 1

In the event the matter is not resolved informally, the grievance, stated in writing on the form provided for such purpose, may be submitted to the Superintendent or his designee within ten (10) working days following the discovery by the aggrieved party of the act or condition which is the basis of the grievance.

- a. The grievance may be lodged and thereafter discussed with the Superintendent or his designee:
  - 1. By an employee accompanied by the appropriate Union representative.
  - 2. By the Union representative in the name of the Union accompanied by at least one complainant.
- b. Within ten (10) working days after receiving the written grievance, the Superintendent or his designee shall communicate his decision, along with his reasons therefore, in writing on the grievance form, to the Union representative, and to the aggrieved employee, if any.
- 3. Formal Step 2

If the grievance is not resolved in Step One, the Superintendent, the Board Committee of 3 **or its designee** and a representative of the Hale Federation of Teachers shall meet within one (1) week unless a longer time is mutually agreed upon between the parties (after working hours) to attempt to resolve the grievance.

If the Federation is not satisfied with the disposition of the grievance in Step Two, or if no disposition of the grievance has been made within the period above provided, the grievance may be submitted for mediation before the State of Michigan Labor Mediation Board in accordance with its rules, which shall likewise govern the mediation proceedings. The Board and the Federation shall not be permitted to assert in such proceedings any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the recommendation of the mediator.

#### ARTICLE VII PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with rules, regulations and policies adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- B. Any teacher breaking this Agreement is subject to a written reprimand within ten (10) working days of discovery, but not later than twenty (20) working days after occurrence. Any reprimand must be made out in duplicate; one (1) copy is to go into the teacher's record and the teacher is to receive the other copy.

All reprimands will become a permanent part of the teacher's record; this will be considered in the rehiring of both non-tenured and tenured teachers.

- C. No teacher shall be disciplined or reprimanded without just cause. All information forming the basis for disciplinary action will be made available to the teacher and to the Federation upon the written request of the teacher.
- D. The teacher accepts responsibility to strive for excellence in teaching.
- E. Teachers are responsible for maintaining continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency, to plan adequately and to meet as needed with children, parents and/or consultants, both during and after school hours. Every effort will be made to schedule children, parents, and/or consultants during teacher work hours.
- F. Teachers are reminded that corporal punishment, unless used to protect self or another student, is no longer a legally acceptable means of discipline.

### ARTICLE VIII MANDATED PROGRAMS RIGHTS AND RESPONSIBILITIES

A. The Board agrees to provide the Union copies of any communication mailed home to parents as a result of the No Child Left Behind legislation.

#### ARTICLE IX FRINGES

- A. Teaching and/or other job related experience credit may be granted for up to a maximum of five (5) years. Extension of five (5) year credit limit may be granted by mutual written agreement of the HFT executive board and the Hale Board of Education.
- B. Preferred Degree Program. The Board may designate a subject major and related degree as having preferred status. Bargaining unit teachers who respond to a posting and are accepted into the program and meet the program requirements shall be eligible for financial incentives. Such incentives shall place the successful program teacher on the next highest salary schedule. For example: the board requesting a need for a physics major and the staff member, after receiving the degree with a B or better average within the posted time period, would advance to the next salary schedule (masters or specialist). The selection process and program requirements shall rest in the sole discretion of the board.
- C. A teacher who anticipates making a lateral move on the salary schedule must notify the central office by May 1 of the preceding school year to receive the adjustment on the salary schedule.

Teachers who elect not to subscribe to the **Priority Health** (or the comparable and/or better medical insurance provided by the Board with an alternate carrier), shall be eligible to receive a Twelve Hundred (\$1,200.00) Dollar tax shelter payment. In place of the tax sheltered annuity, the teacher may elect in writing prior to **September 10th** to receive a Twelve Hundred (\$1,200.00) Dollar cash payment. Payment to be made in two (2) installments of \$600.00 each. The first payment to be paid by mid-December and the second payment to be paid by June 15. The Board will make every attempt to pay these installments in a supplemental payroll disbursement.

- E. The Board will offer Long Term Disability Insurance (66 2/3% minimum) to each tenured employee. Benefits will begin upon termination of the employee's sick leave or ninety (90) days, whichever is more.
- F. A teacher may accumulate 151 sick days. Teachers have the ability to sell back any days above 140 at the end of each school year. Teachers may not accumulate more than 151. Teachers either need to sell them back or lose them. Written notification of request to sell back sick days must be given by May 1 of current year to administration. If the teacher voluntarily leaves the school system they may sell these days back at a rate dependent on the number accumulated.

**141 to 151--\$75.00 per day** 120 to 140--\$50.00/day 90 to 119--\$37.50/day 60 to 89--\$25.00/day A teacher with less than 60 days may not sell days back.

- G. The Board, by payment of the premium payments required to provide the coverages set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted for any reason, shall not result in any liability to the Board of Education or the Union, nor shall such failure be considered a breach of any obligation by either of them. Disputes between beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedure established herein.
- H. It shall be each employee's responsibility to notify the business office within a 30 day period of any change in family status effecting insurance coverage. Failure to notify could result in lost coverage or additional costs being passed on to the employee.
- I. Retirement Incentive Plan. Upon a teacher's advance notification, by May 1, of retiring in three years from the Hale School District and in agreement with the teacher, the District agrees to the following Early Announcement Incentive Plan:
  - . Three-year advance notice and agreement:
    - Year 1 The District agrees to add the amount of \$2,500 to the salary of the teacher.
    - Year 2 The District agrees to add an additional \$2,500 to the total previous year salary of the teacher.
    - Year 3 The District agrees to add an additional \$3,500 to the total previous year salary of the teacher.
    - The total amount for the three years advance notice of retirement to be added will be \$8,500.

#### ARTICLE X

#### ASSIGNMENTS, VACANCIES, PROMOTIONS, TRANSFERS

A. All vacancies, whether by expansion, resignation, discharge, transfer, leave, or promotion shall be filled by the most qualified applicant. For the purpose of this Agreement, qualifications shall be considered to be a function of formal training. Where there is reasonable doubt regarding the relative weighing of these factors with respect to the qualifications of two or more applicants, the Employer shall resolve the issue through the seniority system.

Where the qualifications of two or more applicants for a job vacancy are found to be substantially equal, the vacancy shall be filled by the applicant with longest seniority in the district, provided the assignment is not a detriment to students by mutual agreement with the Board/Administration and the Union.

- B. Whenever any opening in the district shall occur, the Employer shall publicize the same by posting such vacancy on the bulletin boards in each school. During the summer, copies of such postings will be E-Mailed mailed or mailed to employees who have supplied pre-addressed and pre-posted envelopes to the district. Notice of posting should be mailed 5 days prior to effective date of posting and the position will be posted for 5 business days.
- C. The Employer continues its support of a policy of promotions from within its own staff, including promotion to supervisory and executive levels, subject only to the provisions of Section A above.
- D. Transfers within a building or between buildings shall be available, provided positions are vacant/open, at the request of the applying teacher(s). A vacant position is defined as an open position, which must be posted for all staff. If a position is funded through grant money and a staff member chooses to apply and accepts that position, when funding is ended, an involuntary transfer of other individuals will not take place in order to create a vacancy/opening for this individual. The parties recognize that changes in grade assignments in the elementary and middle school, changes in subject assignments in secondary school grades, and transfers between buildings will occur. The Administration will discuss the assignment and transfers with said teacher prior to any decision being made. Such transfer or changes of assignments shall be mutually agreeable whenever possible. In making involuntary assignments or transfers, the convenience and wishes of each individual teacher involved will be honored to the extent that these considerations do not conflict with the instructional requirements and the best interest of the school system and the pupils.

#### ARTICLE XI EFFECT OF AGREEMENT

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.
- B. If any provision of this Agreement is or shall at any time be found to be contrary to law by a court of ultimate jurisdiction, such provision shall not be applicable or performed or enforced, except to the extent permitted by law. All other provisions of this Agreement shall continue in full force and effect, and the parties agree to meet for the purpose of negotiation and agreement on substitute language for the voided provisions(s).
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered Board Policy.
- D. During the term of this Agreement, the bargaining unit shall not authorize, cause, engage in or sanction any teacher or group of teachers' strike, refusal to cross picket lines, or refusals to perform the duties of employment, at Hale Area Schools. Any informational picketing must be conducted over 100 feet from the building entrance.

#### ARTICLE XII MISCELLANEOUS PROVISIONS

A. The Board and the Union agree to develop a committee to mutually study insurance needs and programs available

# ARTICLE XIII TENURE, DISCHARGE, AND LAYOFFS

#### Will comply with Public Acts 100, 101 and 102

#### ARTICLE XIV NEGOTIATION PROCEDURES

- A. Negotiations for a new Agreement or modifications of the existing Agreement shall begin at a time, date, and place mutually determined by the Employer and the Union. Both parties agree to consider a re-opener clause for negotiations.
- B. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. While no final Agreement shall be executed without ratification by the Employer and the Union, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and recommend ratification in the course of negotiations.
- C. After ratification of this Agreement, either party may request conferences to discuss matters which may arise from time to time which are of mutual concern to the parties. Discussion during such conferences shall be limited to problems indicated on a written request for such conference. The conferences shall be held at the earliest opportunity following such request. Any contract alteration which is mutually agreed upon shall become effective upon ratification by the Employer and the Union.

# ARTICLE XV

# PUBLIC ACT 4

The parties recognize the requirements of Public Act 4 whereby if conditions are present an Emergency Manager can be assigned to the school district to eradicate and correct any financial emergency. As part of Public Act 4, all collective bargaining agreements can be negated by the Emergency manager in accordance with provisions of the law. Further, Public Act 4 defines procedures governing the actions of the Emergency Manager. The parties to this agreement are cognizant of these provisions and recognize the powers vested in the Emergency manager. The State of Michigan shall provide assistance to the District in the form of a consent agreement if such action is deemed appropriate prior to the assignment of an Emergency Manager.

By signing this agreement the Union does not agree or acknowledge that this provision is binding on either the Employee or the Union. In addition, the union reserves the right to assert, where appropriate, that this clause is not enforceable.

### ARTICLE XVI PUBLIC ACT 100, PUBLIC ACT 101, PUBLIC ACT 102

The parties recognize the requirements and stipulations of Public Act 100, Public act 101 and Public Act 102. It is hereby agreed that the contents of these acts supersede any and all other portions of this agreement. The prohibited components of negotiations outlined in said acts will be strictly adhered to also.

By signing this agreement the Union does not agree or acknowledge that this provision is binding on either the Employee or the Union. In addition, the Union reserves the right to assert, where appropriate, that this clause is not enforceable.

# ARTICLE XV SALARY SCHEDULE ADJUSTMENTS 2009-10

STEP	BA	BA+20	MA	MA+30	SP	PHD
1	\$32,405	\$34,457	\$37,945	\$39,574	\$41,015	\$42,644
1.5	\$33,890	\$35,203	\$39,539	\$41,168	\$42,670	\$44,299
2	\$34,727	\$36,819	\$40,375	\$42,004	\$43,506	\$45,135
2.5	\$35,563	\$37,655	\$41,212	\$42,841	\$44,343	\$45,972
3	\$36,402	\$38,492	\$42,047	\$43,677	\$45,181	\$46,810
3.5	\$37,238	\$39,329	\$42,886	\$44,515	\$46,018	\$47,647
4	\$38,075	\$40,165	\$43,721	\$45,350	\$46,854	\$48,483
4.5	\$38,913	\$41,002	\$44,561	\$46,190	\$47,692	\$49,321
5	\$39,747	\$41,840	\$45,395	\$47,024	\$48,526	\$50,156
5.5	\$40,862	\$42,676	\$46,235	\$47,863	\$49,365	\$50,993
6	\$41,422	\$43,513	\$47,551	\$49,180	\$50,201	\$51,830
6.5	\$42,260	\$44,352	\$47,906	\$49,535	\$51,040	\$52,669
7	\$43,022	\$45,187	\$48,745	\$50,373	\$51,874	\$53,503
7.5	\$43,932	\$46,025	\$49,581	\$51,210	\$52,713	\$54,342
8	\$44,769	\$46,862	\$50,419	\$52,048	\$53,548	\$55,177
8.5	\$45,605	\$47,697	\$51,255	\$52,883	\$54,388	\$56,016
9	\$46,441	\$48,535	\$52,091	\$53,721	\$55,223	\$56,852
9.5	\$47,279	\$49,372	\$52,929	\$54,558	\$56,061	\$57,690
10	\$48,114	\$50,206	\$53,761	\$55,390	\$56,894	\$58,523
10.5	\$48,952	\$51,045	\$54,601	\$56,229	\$57,732	\$59,361
11	\$50,390	\$52,505	\$56,105	\$57,734	\$59,274	\$60,903

# ARTICLE XV SALARY SCHEDULE ADJUSTMENTS 2010-11

STEP	BA	BA+20	MA	MA+30	SP	PHD
1	\$32,567	\$34,629	\$38,134	\$39,772	\$41,220	\$42,858
1.5	\$34,060	\$35,379	\$39,737	\$41,374	\$42,883	\$44,520
2	\$34,901	\$37,003	\$40,577	\$42,214	\$43,724	\$45,361
2.5	\$35,741	\$37,844	\$41,418	\$43,055	\$44,565	\$46,201
3	\$36,584	\$38,684	\$42,258	\$43,895	\$45,407	\$47,044
3.5	\$37,424	\$39,526	\$43,100	\$44,738	\$46,248	\$47,886
4	\$38,265	\$40,365	\$43,940	\$45,577	\$47,088	\$48,725
4.5	\$39,108	\$41,207	\$44,783	\$46,421	\$47,931	\$49,568
5	\$39,946	\$42,050	\$45,622	\$47,259	\$48,769	\$50,406
5.5	\$41,066	\$42,889	\$46,466	\$48,102	\$49,612	\$51,248
6	\$41,629	\$43,731	\$47,789	\$49,426	\$50,452	\$52,090
6.5	\$42,471	\$44,573	\$48,146	\$49,783	\$51,295	\$52,932
7	\$43,237	\$45,413	\$48,988	\$50,625	\$52,134	\$53,771
7.5	\$44,152	\$46,256	\$49,829	\$51,466	\$52,976	\$54,613
8	\$44,993	\$47,096	\$50,671	\$52,308	\$53,816	\$55,453
8.5	\$45,833	\$47,936	\$51,511	\$53,148	\$54,660	\$56,296
9	\$46,673	\$48,777	\$52,352	\$53,989	\$55,499	\$57,136
9.5	\$47,515	\$49,619	\$53,193	\$54,831	\$56,342	\$57,979
10	\$48,355	\$50,457	\$54,030	\$55,667	\$57,178	\$58,815
10.5	\$49,197	\$51,300	\$54,874	\$56,510	\$58,021	\$59,658
11	\$50,642	\$52,768	\$56,385	\$58,023	\$59,570	\$61,208

#### LONGEVITY PAY

After 12 years of consecutive service at Hale Area Schools, longevity will be computed by multiplying the number of years of service by the following factors for the listed years

YEARS OF SERVICE	2009-10	2010-11
12-19 years	\$67.21	\$67.55
20-25 years	\$84.01	\$84.43
26+ years	\$105.19	\$105.72

For the 2011-2012 school year both Schedule C and Longevity payments will be frozen at the 2010-2011 contract schedules and will be prorated proportionally.

Laid off employees shall not be eligible for or collect unemployment benefits prior to the last scheduled paycheck of the obligated contract.

Prior to June 30, 2012 we will revisit wage concessions, insurance benefits and sick bank. This is to assure that we are on track to eliminate the deficit. Any adjustments that could be made at this time, including insurance and/or salary, will be reflected at this time.

This contract will be in effect for 2 years (2011-2012, 2012-2013). Language that has been established will not be reopened at the time of wages, insurance and sick bank. The insurance cap of \$15,500, \$11,500. and \$5,500 will be in effect for 2011-2012 & 2012-2013.

For the six (6) additional Professional Development Days above and beyond those scheduled for the 2010-2011 school year, teachers will be compensated @ \$150.00 additional per extra Professional Development Day as long as there is active participation and all requirements are completed.

Priority Health is the chose carrier. The district agrees to place, in the employees HAS (Health Savings Account) the difference between the insurance cap and insurance premium. Half of the difference will be deposited in the HAS after mid November and the remaining half will be deposited within five working days after the April state aide payment. Employees may also elect to receive Vision and Dental in addition to the medical benefits at an additional cost.

Wage concession for 2011-2012 is 15 %.

Profit Sharing for the 2011-2012 & 2012-2013 school year, any excess revenue over expenditure, will be distributed proportionately. The district keeps 50% of the excess. The employee receives a one-time lump sum payment proportionate to their percentage of the total salary including FICA, Longevity & retirement.

## EXTRA DUTIES

All extra duties stated in the contract shall be filled by a salaried Federation member. The qualifications for a position shall be set by the Board of Education or their designee at the time of the posting. If an extra duty position can not be filled from within the Federation and it is necessary to go outside the Federation, then the individual who fills that position has the same responsibilities and rights to continue in that position as Federation members and is subject to the evaluation process. Extra duties remuneration will be paid at the following percentage given for the current BA base.

			Extra Duty Schedu				
Steps	1	2	3	4	5		
Extra Band Duty	8.0	9.0	10.0	11.0	12.0		
Extra Choir Duty	8.0	9.0	10.0	11.0	12.0		
Head Football	8.0	9.0	10.0	11.0	12.0		
Head Basketball	8.0	9.0	10.0	11.0	12.0		
Head Volleyball	8.0	9.0	10.0	11.0	12.0		
Assistant & J.V. Football	6.4	7.2	8.0	8.8	9.6		
Head Track	6.4	7.2	8.0	8.8	9.6		
Baseball	6.4	7.2	8.0	8.8	9.6		
Assistant A.D.	6.4	7.2	8.0	8.8	9.6		
Softball	6.4	7.2	8.0	8.8	9.6		
J.V. Basketball	6.4	7.2	8.0	8.8	9.6		
J.V. Volleyball	6.4	7.2	8.0	8.8	9.6		
Assistant J.V. Football	5.6	6.3	7.0	7.7	8.4		
Freshmen Basketball	5.0	5.0	6.0	6.0	6.5		
Freshmen Volleyball	5.0	5.0	6.0	6.0	6.5		
Elementary Team Leader	4.5	4.5	4.5	4.5	4.5		
Cheerleading	4.0	4.5	5.0	5.5	6.0		
Cross Country	4.0	4.5	5.0	5.5	6.0		
Yearbook	4.0	4.5	5.0	5.5	6.0		
J.H. Basketball	3.6	4.0	4.4	4.8	5.2		
MS High Track	2.4	2.7	3.0	3.3	3.6		
Assistant MS Track	1.9	2.2	2.4	2.6	2.9		
Drama Play	2.4	2.7	3.0	3.3	3.6		
Flag Corps	2.4	2.7	3.0	3.3	3.6		
Junior & Senior Class Spon	sors 1.6	1.8	2.0	2.2	2.4		
Fresh. & Soph. Class Spons	ors 1.1	1.3	1.5	1.7	1.9		
7th & 8th Grade Class Spon	sors 1.1	1.2	1.3	1.4	1.5		
Student Council	1.1	1.3	1.5	1.7	1.9		
Knowledge Bowl	1.1	1.2	1.3	1.4	1.5		
French Club	1.1	1.2	1.3	1.4	1.5		
English Club	1.1	1.2	1.3	1.4	1.5		
<b>Business Professionals</b>	1.1	1.2	1.3	1.4	1.5		
Youth in Government	1.1	1.2	1.3	1.4	1.5		