ALPINE SCHOOL DISTRICT

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ALPINE EDUCATION ASSOCIATION

Certified Negotiated Agreement
2012 - 2013

May 1, 2012

The enclosed items are additions or corrections or deletions to the 2011-2012 Negotiated Agreement

Negotiations Teams:

AEA Team
Michael D. Gowans, Spokesman
Marla Hendrickson
Brandon Engles
Lois Johnson
Suzie Makin, Bonneville UniServ
BetteJo McLelland
Derek Smith
Jody Wood, Bonneville UniServ

Board Team
John R. Spencer, Spokesman
Kimberly Bird
A. Kevin Cox
Sam Y. Jarman
Robert W. Smith
Settlement Package
2012-2013

1. Salary Schedule to remain the same.

2. Preservation of step and lane for each employee, with step and lane increases for eligible employees.

3. A 2%, one-time bonus, factored from the employee's base salary. This amount will be paid to eligible employees at the end of the January pay period.

4. There will be no change to the evaluation instrument for the 2012-2013 school year.

5. A change in employee benefits as outlined in attachment A, allowing employees to choose an insurance plan as provided. (There can be no future insurance adjustments without agreement through negotiations.)


7. Language Change on Policy 4061. Attachment C.

8. Language Change on Policy 4087. Attachment D.

9. Policy Pilot Exception: For the school years 2012-2013 and 2013-2014, there will be an elimination of the day before Christmas vacation and the day after Christmas vacation as days that may not be taken as personal leave days. Attachment E.

10. Elimination of Policy 4062.

11. Elimination of the 90-day waiting period for insurance.

12. A committee will study the possibility and ramifications of high schools implementing a productivity model.

13. A committee will study the possibility and ramifications of elementary schools implementing a productivity model including elementary prep-time.

14. The Extra-Curricular addenda's for activity advisors will be fully funded as outlined in Policy 4030, 4031a.
Policy No. 4047

PERSONNEL CERTIFIED

1.0 CONTRACTUAL AGREEMENT

1.1 New personnel are employed on a one-year provisional contract for each of their first three years in the district. Following the completion of the provisional status, employees, when approved by the supervisory and administrative staffs and the Board of Education, may be employed for an extended period as career educators as provided by the Board. Provisional educators who are not issued a contract for the subsequent school year will be notified by April 1 of the school year. Career educators who are not renewed for the subsequent school year will be notified by April 20th.

1.1.2 Personnel pursuing Utah licensure through the Alternate Routes to Licensure (ARL), and Letters of Authorization (LOA) will automatically be hired on a one-year contract during the three years they are “under qualified” to receive fully-licensed status from the State of Utah.

1.1.2.1 All Alpine School District teaching advertisements will be posted as “one-year only” for individuals pursuing licensure through an ARL or LOA programs.

1.1.2.2 Personnel who have received a Level I, II, or III teaching license from a state other than Utah, and are pursuing a Utah State license shall be exempted from Policy 1.1.2.

1.2 A newly-hired educator who previously completed two or more successful years of teaching experience (Policy No. 4048.1 (1.4)) within or outside of the district will be employed on a provisional contract for a one-year period. He/she may then be employed as a career educator for an extended period as provided by the Board.

1.3 A contract made between the Board of Education and an educator is binding on both parties legally and ethically.

1.4 Request for release of contract should be submitted either directly to the superintendent or through the Human Resources Department, and each case shall be considered on its own merit.

1.5 Educators should make every reasonable effort to complete each contracted year. Educators who find it necessary to terminate their services with the Alpine School District shall give written notice to the Superintendent of Schools at least thirty (30) calendar days in advance of termination. Resignation without the required 30-calendar-
days notice or without a release by the Superintendent of Schools, will result in a
$200 penalty.

1.6 Only employees who have completed at least three years of continuous service in the
Alpine School District will be provided full-fringe benefits.

1.6.1 The term “continuous service” as used in this section refers to continuous
service during the current term of employment. A person who was employed for a
period of at least three years in the past, who terminated and then returned to
district employment, would not satisfy this requirement. Such employees would
be treated as new employees as far as fringe benefits are concerned. A person
receiving an approved leave will return to employment with the district with the
same fringe benefits he or she had earned prior to the leave.

Negotiated: May 15, 1984
Negotiated Revision: October 14, 1986
Negotiated Revision: September 22, 1988
Negotiated Revision: March 13, 1997
Negotiated Revision: June 19, 2001
1.0 NEGOTIATIONS

1.1 One of the most vital and important and at the same time delicate problems of a school board is to develop and maintain high morale among educators and retain the services of the most capable.

1.2 The right of individuals to discuss with the Board of Education conditions concerning their employment has long been recognized. The right of the individual educator to delegate to an organization the right to represent him has also long been recognized.

1.3 In order that the Board of Education and the educator's organization may resolve problems of mutual concern, certain basic concepts for reaching agreement must be understood. This section deals with some of these concepts.

2.0 RECOGNITION

2.1 The members of the educational staff of Alpine School District constitute what the parties hereto believe to be an appropriate unit for the purpose of negotiating terms and conditions of employment as contemplated by Section 34-1-9 Utah Code Annotated 1953.

2.2 The Board of Education agrees to recognize the organization hereafter referred to as the association that has a majority, the greatest number of the educational staff as members, by December 1 of each year, as the exclusive representative of members of said educational staff. Any individual, teacher, or group of teachers shall have the right at any time to present grievances to the Board. Nothing herein shall be so construed as to deprive any individual of his rights under Chapter 16, Title 34 Utah Code Annotated 1953; (Utah Right to Work Law)

3.0 NEGOTIATIONS

3.1 A meeting date to open negotiations shall be set no later than the 21st day following the adjournment of the annual session of the Utah State Legislature. Preliminary discussions relating to negotiations may be held at any time to help establish priorities and exchange information.
4.0 NEGOTIATION TEAMS

4.1 The Board, or designated representatives appointed to serve as its team, will meet with representatives designated by the association for the purpose of establishing ground rules for negotiation sessions and reaching mutually satisfactory agreements.

5.0 OPENING NEGOTIATIONS

5.1 Any proposal that may arise which affects terms and conditions of professional services of the certificated staff shall be negotiable, including salaries, budgetary items, fringe benefits and working conditions, and other matters of mutual concern. The Board and the association shall submit in writing, no later than the second negotiation meeting, all issues upon which they wish to negotiate. Additional items will only be added by mutual consent. Negotiations mutually agreed upon will be conducted at times and places mutually agreeable to the negotiators named by each party. Negotiation meetings shall continue to be held at the request of either party until an agreement is reached. If negotiations are scheduled during the school day, negotiators shall be released from their regular duties without loss of pay. Either party may utilize the services of consultants to assist in the negotiations. During negotiations the Board and the association will present relevant data, exchange points of view and make proposals and counter proposals. Upon request of either party the other will make available for inspection to the requesting party its records and data pertinent to the subject of negotiations.

6.0 JOINT STUDY COMMITTEES

6.1 The negotiators for the Board and the association are empowered to create joint study committees.

7.0 ADOPTING AGREEMENTS

7.1 When a substantive agreement is reached it shall then be made in writing and submitted for ratification to the Board and to the association. When approved by both parties, it shall be signed by their respective presidents and shall be entered into the official minutes of the Board. Thereupon the agreement shall constitute a revision of school policies.

8.0 IMPASSE
8.1 If, after serious consideration of a negotiable item, agreement has not been reached, the Board and/or the association may declare that an impasse exists and the following procedure shall be followed:

8.1.1 A mediator/fact finder shall be selected within ten (10) days from the impasse declaration through joint consultation with association and Board representatives.

8.1.2 The mediator/fact finder shall endeavor to assist the parties to overcome the impasse and arrive at agreement on the issues before them.

8.1.3 The parties agree to cooperate with the mediator/fact finder by providing him with such available information as he requests and to meet promptly for the presentation of the issues.

8.1.4 Upon completion of his inquiry and within twenty (20) calendar days from the date of his selection the mediator/fact finder shall submit his recommended solution to both parties.

8.1.5 The report of the mediator/fact finder shall be advisory only.

8.1.6 Both parties shall take official action of the report of the mediator/fact finder no later than five (5) days after receiving said report.

8.1.7 The parties agree to share equally in the expense of the mediator/fact finder and to assume the full costs of their own representation.

8.1.8 The mediator/fact finder shall be limited to the issues of impasse.

Negotiated: August 15, 1973
1.0 ORDERLY TERMINATION POLICY FOR CERTIFICATED PERSONNEL

1.1 Definition of Terms

1.1.1 CAREER EDUCATOR: Any certified educator who has completed three or more successful years of half-time or greater teaching experience in Alpine School District and who has not been retained as a provisional educator or has not been placed on probation. Educators with prior service may also be classified as career educators as outlined in 1.1.2.1 below. These individuals have a reasonable expectation of continued employment.

1.1.2 PROVISIONAL EDUCATOR: An educator who has served less than three full years in the District.

  1.1.2.1 Any educator who transfers into the District with one year previous experience shall be classified as a provisional educator for two years [see Policy No. 4048 (1.1.4)]. However, teachers with two or more years of previous successful teaching experience shall be moved to the career educator status and the Basic Professional level* after their first year if their evaluation is satisfactory and if they are recommended by their principals.

*Career Ladder designation

1.1.3 EDUCATOR: All teaching and professional personnel of a school district, except administrators, (those paid on the administrative salary schedule) who hold positions requiring certification/license and valid endorsements issued to them by the State Board of Education.

1.1.4 PROBATIONARY EDUCATOR: A career educator who, because of unsatisfactory performance, is placed in a probationary status for the purpose of remediation.

1.1.5 CONTRACT TERM: The period of time an educator is engaged by the school district pursuant to a contract whether oral or written. Alpine School District contracts will begin July 1 and will end on June 30.

1.1.6 TERMINATION:

  1.1.6.1 Failure to renew the contract of a career educator for a
succeeding contract term.

1.1.6.2 Reduction in salary of any educator not generally applied to all educators in the employ of the school district during such educator's contract term.

1.1.6.3 Change of assignment of an educator with an accompanying reduction in pay, unless the agreement of the educator for such reduction has been obtained in writing.

PERSONNEL CERTIFIED

2.0 TERMINATION PROCEDURES

2.1 PROVISIONAL EDUCATORS:

2.1.1 Provisional educators are at-will employees and have no expectation of continued employment.

2.1.2 If a principal/supervisor recommends that the district not issue a provisional educator a contract for a subsequent year, the principal submits a letter to the Superintendent or a designee requesting that the provisional educator be officially notified of the district's intention not to extend the contract for the following year.

2.1.3 At the conclusion of the third year of provisional status, the principal/supervisor may recommend that a provisional educator be retained on a provisional status (not to exceed two additional years) by submitting a letter to the Superintendent or a designee requesting that the provisional educator be officially notified of the district's intention to retain the educator on provisional status.

2.1.4 The Superintendent or a designee shall hand deliver the notice or send it by certified mail to the person's last known address. The notice shall indicate the district's intent to not issue a contract for the subsequent year or to retain the educator on provisional status. Written notice shall be mailed or delivered no later than April 1. In the event the school calendar provides for less than 60 days notice from April 1 to the last day of school, the date shall be adjusted to provide for 60 calendar days.

2.1.5 In cases of extreme incompetence or unsatisfactory performance, as determined by the principal, provisional educators may be terminated by the Superintendent or a designee upon receipt of thirty (30) days written notice.
2.2 CAREER EDUCATOR:

2.2.1 If a career educator is not performing in an acceptable and satisfactory manner, the superintendent or a designee may:

2.2.1.1 Officially place the career educator on probation for remediation by a written notice hand delivered or sent by certified mail. This written notification shall be delivered to the career educator not later than March 7. The career educator on probation shall retain the rights as provided in 2.2.2.

2.2.1.2 The career educator shall be given a period of time in which to correct the problem(s)/remediation giving rise to anticipated non-renewal. This time is a time of probation/remediation and shall be for at least 30 days. At the discretion of the principal in consultation with District officials, the length of the probation/remediation period may be increased beyond 30 days. The principal shall meet with the career educator to discuss the course of action set out in the notice of probation/remediation, including the principal’s involvement, goals, methods of achieving them, and a time frame for the same.

2.2.2 If a principal in conjunction with district administration determines after the period of probation/remediation that the career educator has not been successfully remediated and that the contract shall not be renewed for the subsequent year, the following procedure will occur:

2.2.2.1 Termination Notice - The Superintendent or a designee shall provide written notification of the district's intention not to renew the career educator's contract. The notice shall contain a clear and concise statement that the contract will not be renewed, the reasons for the termination (and the entitled right to request an informal conference with the Superintendent or designee). This notice shall be hand delivered to the educator or sent by certified mail to the educator's last known address not later than April 20th.

2.2.2.2 Informal Conference Request - Following the receipt of the written notice the educator may request an informal conference with the Superintendent or a designee. The request must be submitted in writing to the Superintendent within 15 days of the date of hand delivery or the mailing. The conference will be held as soon as practical. The
educator may bring a representative to the informal conference, however no legal counsel or witnesses will be permitted.

2.2.2.2.1 The Superintendent or a designee shall notify the teacher of the results of the informal conference.

2.2.2.2.2 An educator who requests an informal hearing with the Superintendent or a designee may also formally request through written notification a hearing as noted in 2.2.2.3.

2.2.2.3 Challenges to Termination - If an educator does not desire an informal conference with the Superintendent or a designee but wishes to challenge the proposed termination, the educator may request a hearing as described in section 2.3. The educator may not appeal directly to the Board of Education. The request must be in writing to the Superintendent within 15 days following the hand delivery of the mailing. The hearing panel shall be selected within 10 days following the educator's request to the Superintendent.

2.2.2.4 Failure to Request a Hearing - If the educator does not request in writing a hearing within 15 days the termination will be considered complete and the written notice of final termination by the Board of Education, effective the date stated and the notice of non-renewal shall serve as the final written notice of termination. No further review by either a hearing panel or by the Board will be provided.

2.2.3 Hearing Procedure

2.2.3.1 At the beginning of every school year, the teacher's association and the district shall select ten individuals each (20 total), all of whom are current employees of Alpine School District, to serve as candidates for any hearing panel that may be convened for that school year. These individuals shall be provided training on concepts relevant to serving on a hearing panel.

2.2.3.2 A hearing panel shall consist of a five member panel. The panel members shall be selected as follows:

2.2.3.2.1 Prior to the selection of the hearing
panelists, any member of the pool who is determined to have a conflict of interest shall be excused from serving on the panel. A conflict of interest may include: supervisor, witness, colleague, serving in the same building, close personal friend, etc.

2.2.3.2.2 Panelist(s) shall make a self-declaration regarding any conflict of interest. Panelist(s) will provide an explanation of the conflict.

2.2.3.2.3 After panelists have declared any conflict of interest, each side may challenge any one individual from the other side's remaining pool relative to a perceived conflict of interest. The conflict of interest must be specified. The particular panelist will then be excused from serving on the panel.

2.2.3.2.3.1 After the elimination of candidates from the pool based upon conflict of interest, each side shall adjust by deletion the number of remaining candidates in order to create an equal number of candidates on both sides.

2.2.3.2.4 Each side (the district and the association) shall select one member from their own remaining pool. This leaves each side with an equal number of remaining candidates. Each side shall then eliminate sufficient candidates from the other side's remaining pool to leave a maximum pool of five. From this pool each side shall select one candidate from the other's pool to serve on the panel. The remaining names from each side's pool shall then be placed in a box from which the fifth member's name shall be drawn. The side drawing the name shall be determined by a toss of the coin.

2.2.3.2.5 The five members will determine, by a simple majority vote, the panelist who will serve as chair of the hearing panel.

2.2.3.3 The educator and the district shall receive a list of witnesses and copies of all documentary evidence to be used in the case at least 10 days prior to the commencement of the hearing.

2.2.3.4 The educator has the right to counsel: to subpoena
witnesses; to hear testimony against him/her; to cross examine witnesses; and to examine documentary evidence submitted to the panel, and such other rights provided by law.

2.2.3.5 At the conclusion of the hearing, the panel will retire and deliberate. Upon reaching a decision by simple majority vote, the panel will make written findings of fact and conclusions including a minority report if the decision is not unanimous. A copy of the panel’s findings and conclusions (majority/minority) shall be delivered submitted by personal delivery or certified mail to the educator, the Board of Education, the Superintendent and the Association.

2.2.3.6 Either side may appeal the panel decision to the Board of Education. An appeal must be requested in writing to the Board within 10 days of the conclusion submission of the report of the hearing panel. If an appeal is not filed within the 10 days, the decision of the hearing panel will stand.

2.2.3.6.1 The Board of Education will meet in a closed session to consider the appeal. Counsel for both sides may be present to represent the majority/minority opinions. During this session, both sides may take up to 20 minutes each to present their position as it relates to the majority and minority opinions of the hearing panel. An additional 10 minutes per side will be allowed to present any rebuttal. The Board of Education may ask questions during this process. At the conclusion of the rebuttal period the Board may ask questions. Evidence may not be introduced beyond that which was presented to the hearing panel. At the conclusion of the presentations, everyone but the elected members of the Board of Education shall be excused. The Board will then deliberate the outcome of the appeal.

2.2.3.6.1.1 If the Board of Education uses legal counsel, it must be from a different firm than the one used to represent the district’s position during the appeal.

2.2.3.6.1.2 No school board member shall have communication regarding the hearing appeal with any individual who is not a member of the school board, other than any legal
counsel as defined in 2.2.3.6.1.1. until the Board takes action on the appeal.

2.2.3.6.2 The Board of Education may either accept or reject the findings of the majority hearing panel. The Board will take official action regarding the outcome of the appeal at the next regularly scheduled School Board business meeting. Such action shall be final.

2.2.3.6.2.1 If the Board of Education rejects the decision of the hearing panel they must state their rationale.

2.3 Nothing here shall be construed to limit the right of either the Board or the educator to appeal to an appropriate court of law.

2.4 Items to be considered in an orderly termination process must also satisfy the provisions of Alpine School District Board of Education policy Number 4054 (Personnel Records).

3.0 TERMINATION FOR CAUSE

3.1 The active service of any educator may be terminated by the district for cause. Notification to the educator shall be given in writing at least fifteen days thirty days prior to the proposed date of termination. Causes for termination or non-renewal include:

3.2 Insubordination. Defined as "Refusal to obey a directive which a supervisor is entitled to give and have obeyed".

3.3 Improper or unlawful physical contact with students.

3.4 Manufacturing, possessing, using, dispensing, distributing, selling, and/or engaging in any transaction or action to facilitate the use, dispersal, or distribution of any illicit (as opposed to authorized) drugs or alcoholic beverages on school district premises or as a part of any school district activity.

3.5 Falsification of information supplied to the district (such as: application, employment data, reports, testing data).

3.6 Failure to obtain or maintain an appropriate license.

3.7 Theft of District property.
3.8 Inability, incapability, or failure to perform essential job functions despite reasonable accommodations.

3.9 Evident unfitness to perform teaching duties.

3.10 Violation of District policy which is of sufficient gravity to warrant termination.

3.11 Conviction of a crime which has a rational nexus to education.

3.12 Conduct which is harmful to students and which is of such a negative nature that it warrants termination.

4.0 REDUCTION IN FORCE

4.1 Nothing in this policy shall be construed to preclude staff reduction when necessary to decrease the number of educators because of the discontinuance of a particular service, decrease student enrollments in the District, because of the shortage of anticipated revenue after the budget has been adopted or because of school consolidations. Reduction in force shall be governed by the Reduction in Force policy.

Board Approved: November 13, 1984

Negotiated Revision: October 14, 1986

Negotiated Revision: August 25, 1987

Negotiated Revision: June 19, 2001

Negotiated Revision: May 18, 2010
PERSONNEL CERTIFIED

1.0 PERSONAL LEAVE

1.1.1 Certified educators may have up to five days personal leave annually. Educators shall pay $45 per day for each personal leave day used.

2.1.2 Personal leave may be accumulated up to a maximum of ten days. Personal leave accumulates by carrying the number of unused personal leave days over into the next school year.

3.1.3 Personal leave without pay for worthwhile absences may be approved by the superintendent or his designee.

4.1.4 Educators may not take personal leave during the first week of school*, during the last week of school* or the day preceding or following Christmas vacation. The first week of school and the last week at school are defined as the first five student days and the last five student days of the school year. When a holiday occurs on a day which would have been one of the five student days, this day will count as one of the five student days.

5.1.5 Educators are discouraged from taking personal leave to work for any other organization.

6.1.6 Educators are encouraged to request the leave days in sufficient time to permit the principal to obtain a suitable substitute.

7.1.7 When an educator adopts a child he/she may take personal leave, up to number of days they have accrued, without a dock in salary with the Superintendent’s approval. These days are in addition to the days listed in policy procedure 4019.

Negotiated: November 1, 1985

Negotiated Revision: June 16, 1989

Negotiated Revision: May 10, 1994

Negotiated Revision: June 19, 2001

Negotiated Revision: May 24, 2002

Negotiated Revision: May 20, 2008

Endnotes

1 (Popup - Popup)

1.*The first week of school and the last week at school are defined as the first
five student days and the last five student days of the school year. When a holiday occurs on a day which would have been one of the five student days, this day will count as one of the five student days (May 10, 1994).

4024 Personal Leave Policy (last edited 2009-02-26 16:06:29 by JodiPegram)
### Alpine School District
**Teachers' Salary Schedule**
**Fiscal Year 2012-13**

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**Salary Schedule Base:** $30,020

The salary schedule base for the 2012-13 year will remain the same as the 2011-12 year.

**Hours must be pre-approved. Refer to policy 4032 for qualification requirements.**

**Summer School Rate**

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>2011</td>
<td>31.46</td>
</tr>
<tr>
<td>2012</td>
<td>31.46</td>
</tr>
<tr>
<td>2013</td>
<td>31.46</td>
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Signature Page for the 2012-2013 Negotiated Agreement.

Michael D. Gowans

Date: 5-1-2012

John R. Spencer

Date: Feb 1, 2012