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AGREEMENT

by and between the

VASSAR BOARD OF EDUCATION

and the

TRI-COUNTY BARGAINING ASSOCIATION

September 1, 1986 - September 1, 1990

Vassar Public Schools

TABLE OF CONTENTS

AGREEMENT1
ARTICLE 11
ARTICLE 22
ARTICLE 34
ARTICLE 44
ARTICLE 54
ARTICLE 65
ARTICLE 76
ARTICLE 87
ARTICLE 98
ARTICLE 1010
ARTICLE 1113
ARTICLE 1216
ARTICLE 1318
ARTICLE 1419
ARTICLE 1520
ARTICLE 1623
ARTICLE 1724
ARTICLE 1825
ARTICLE 1925
ARTICLE 2026
ARTICLE 2128
APPENDIX A29
APPENDIX B31
APPENDIX C32
VASSAR EVALUATION34
LETTER OF UNDERSTANDING #137
LETTER OF UNDERSTANDING #238
LETTER OF UNDERSTANDING #339
LETTER OF UNDERSTANDING #439
LETTER OF UNDERSTANDING #539

AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, by and between the BOARD OF EDUCATION OF THE VASSAR PUBLIC SCHOOL DISTRICT, Vassar, Michigan hereinafter called the "Board" and the TRI-COUNTY BARGAINING ASSOCIATION, of Plaza West, 6146 E. Cass City Rd., Cass City, Michigan 48726, and its local affiliate, the VASSAR EDUCATION ASSOCIATION, hereinafter called the "Association".

WITNESSETH

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

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts 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 Association recognizes that its obligation is to bargain hours, wages, and conditions of employment with the Board which represents all the people who reside in the Vassar Public School District, 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 1
RECOGNITION

1.1 Pursuant to and in conformity with the certification issued by the Bureau of Employment Relations on June 8, 1979, in Case No. R79 C-191, the Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all employees in the following described unit:

All certified personnel, including personnel on tenure, on probation, and on per diem appointments, classroom teachers, guidance personnel, librarians, visiting teachers, advising or critic teachers, teachers of the house-bound or hospitalized, under a contract with the Vassar Board of Education, employed or to be employed by the Board (whether or not assigned to a public school building).

Excluded: Supervisory and executive personnel and office and clerical employees. Also excluded substitute teachers.

1.2 The term "teacher", when used hereinafter, 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. The term "certificated" when used hereinafter shall be defined as possessing a provisional, permanent, continuing or life certificate for teaching issued by the Michigan Department of Education.

1.3 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

1.4 Prior to eliminating any positions in existence during the 1985-86 school year, the Administration will discuss the situation with the Association. Changing the number of sections at the High School or the number of classes at grade levels in the grade school are not covered by this paragraph. The Board shall give bargaining unit members preference for work they have customarily performed.

ARTICLE 2 PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

2.1 Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of uniform membership dues and uniform assessments of the Association upon such conditions as the Association shall establish. Such authorization shall continue in effect from year to year unless revoked in writing to the Board with a copy to the Association, between June 1, or the date ten (10) calendar days after the first instruction day. Such authorization revoked on or after the eleventh (11th) calendar day after the first instruction day, shall be considered invalid.

2.2 The Association shall certify to the Board in writing each year the then current rate of membership dues, including Michigan Education Association and National Education Association dues, as well as TCBA and VEA dues. Upon notification thereof the Board shall deduct said dues in approximately equal amounts on dates mutually agreed upon by the Board and the Association as set forth in a letter of understanding and remit the same to the treasurer of the Association. Upon remittance of the first dues deduction, the Board will provide the Association with a complete list of all teachers who have submitted authorization forms.

Deductions for the teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments on the date set forth in said letter of understanding.

Upon written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for voluntary contributions to NEA-PAC, MEA-PAC, Vassar Scholarship Fund, annuities, credit union, insurances, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

2.3 The provisions of this section shall not be construed to deny any member of the bargaining unit the privilege of joining the Association during the progress of any school year.

2.4 The Association agrees to appoint a treasurer and to empower him/her to approve as to the accuracy of each Association deduction. This approval shall

relieve the Board of the responsibility for that item, provided that any error subsequently determined shall be corrected by mutual agreement of the parties.

2.5 Any teacher who is not a member in good standing of the Association or who does not make application for membership within thirty (30) calendar days from the date of commencement of teaching duties shall as a condition of employment pay a service fee equal to dues uniformly required for membership in the Association; provided, however, that the teacher may authorize payroll deduction for such service fee in the same manner as provided in 2.1 of this Article.

In the event that a teacher shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, as provided in the preceding paragraphs, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is cause for discharge from employment.

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

The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide thirty (30) calendar days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

2.7 The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective agreement. The Association further agrees to assume any and all costs, other than clerical costs, that the Board may incur as a result of its implementation of this article. The Association further agrees to indemnify the Board for any damages which may be assessed against the Board as a result of said suit or action, subject however, to the following conditions:

1. The damages have not resulted from the gross negligence of the Board or its agents.
2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of this section, or the damages which may be assessed against the Board by any court or tribunal.
3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association shall have the right, after consultation with the Board, to compromise or settle any claim made against the Board under this section.

2.8 This article shall be effective as of September 1, 1979, and all sums payable hereunder shall be determined from said date.

ARTICLE 3
RIGHTS OF THE BOARD

3.1 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 all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State 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 and 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 that 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 4
CONTINUITY OF OPERATIONS

4.1 The Association and the Board recognize that strikes and other forms of work stoppages, occurring during the term of this Agreement, by teachers are contrary to law. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that during the term of this Agreement its officers, representatives and members shall not authorize, instigate, cause, or ratify, nor shall any teacher take part in any teacher-related strike, slowdown or stoppage of work, boycott, or other interruption of activities of the school system.

ARTICLE 5
ASSOCIATION RIGHTS

5.1 After the close of school and prior to 5:30 p.m., the Association or its designated representatives may use school facilities for meetings without cost on school days. The principal of the building in question will be notified at least three (3) days in advance of the time of general meetings and two (2) days for committee meetings, and will assist the teachers in selection of room(s) for the meetings. The three (3) or (2) days limitation will be waived in case of emergency, and emergencies are not to exceed two (2) days per school year. All requests for building use after 5:30 p.m. shall conform to Board policies.

5.2 The Association may distribute materials through teachers mailboxes and bulletin boards that are located in faculty rooms. However, all articles submitted should have the letterhead of the Association. The allowance to so distribute literature does not imply agreement on the part of the Board as to validity or to content.

5.3 The Board agrees to furnish to the Association, in response to reasonable requests in writing, from time to time, available information concerning the financial resources of the district, tentative budgetary requirements, allocations, and such pertinent information that will specifically assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers. The cost of materials under ten dollars

(\$10.00) will be paid by the Board. The cost of material and/or labor in excess of ten dollars (\$10.00) will be split fifty/fifty between the Association and the Board.

5.4 At the beginning of each school year, the Association shall be entitled to a meeting of not less than seventy-five (75) minutes. The time of meeting shall be mutually agreed to by the Board and the Association upon request of either party.

ARTICLE 6 TEACHER RIGHTS AND PRIVILEGES

6.1 Pursuant to act 379 of the Public Acts of 1965, the Board hereby agrees that teachers covered by this Agreement 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 in accordance with the laws 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 terms or conditions of employment by reason of this membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, of his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

6.2 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, provided, however, that such activity is not disruptive of the educational process or a threat to the operation of the school and its system.

6.3 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 (excluding the retirement policy of the Board), 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 to seek to achieve full equality of educational opportunity to all pupils.

6.4 The private and personal life of any teacher is not normally within the appropriate concern or attention of the Board. However, if an incident arises which is detrimental to classroom performance, disruptive of the educational process or a threat to the operation of the school and its system, the Board and/or Superintendent may exercise their administrative prerogatives. Any action taken against a teacher shall be subject to the grievance procedure or tenure procedure as herein provided.

6.5 The Board recognizes that teachers are professionals and that, in their

capacity as professionals, teachers must use professional judgment with regard to communications between students and themselves as to whether these communications should be considered confidential, unless said disclosure is required by law. Teachers recognize the need to keep channels of communication open with parents/students and themselves. They shall likewise communicate with parents and will provide their building principal their personal home telephone number to enable the principal to call the teacher whenever necessary.

6.6 Adequate faculty rooms shall be provided. The Board agrees to provide these rooms with furnishings and equipment which shall include a typewriter, duplicating or ditto machine, and a work table.

6.7 Reasonable telephone facilities shall be provided in each building for local telephone calls.

6.8 The Board shall make available lavatory facilities in each school exclusively for teacher use.

ARTICLE 7 REDUCTIONS IN PERSONNEL AND RECALL

7.1 Should a reduction in the number of teachers be made for a succeeding school year, the following procedure will be followed:

(a) All certificated teachers will be given a contract, if possible.

(b) In the case where the number of certificated teachers exceeds the number of teachers required, the Board will retain those teachers with the longest service in the Vassar School District (seniority begins with first day on job) who are certified to teach the positions which will be available.

(c) In the case where two or more teachers are certificated and have the same number of years' experience the board/its designee will retain the most qualified teacher/teachers.

7.2 The board will endeavor to provide the Association with a complete seniority list of all teachers and their areas of certification at least 15 days prior to the time statutory notices are to be given to those teachers who will be dismissed.

7.3 Any teacher on permanent tenure whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy for which s/he is certified. Where more than one person on layoff possesses the necessary certification, recall shall be in reverse order of layoff among those certified. In cases of equal seniority or layoff the Board of Education shall select the most qualified.

7.4 Any teacher on permanent tenure whose services are terminated because of a necessary reduction in personnel must accept the first offer of appointment to the vacancy for which s/he is certified and qualified within twenty (20) days of date of mailing of such offer.

7.5 Notification of appointment shall be sent by certified mail to the teacher's last known address with a copy to the Association.

7.6 The re-hiring of non-tenure teachers shall be in the sole discretion of the Board.

ARTICLE 8 PROTECTION OF TEACHERS

8.1 Since the teacher's authority and effectiveness in his/her classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume responsibility for emotionally disturbed students nor be charged with responsibility for psychotherapy. Whenever it is diagnosed by a qualified diagnostician that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps concerning the responsibility of the teacher with respect to such pupil.

The Board further recognizes that a teacher may use such discipline, including expulsion of a student from class, as may be necessary for the purpose of maintaining proper discipline over students in attendance at school or school related activities, provided, however, that the same is not contrary to established, promulgated Board policy.

8.2 Any case of assault upon a teacher resulting from educational responsibilities shall be promptly reported to the Board or its designated representative. The Board shall render reasonable assistance to the teacher in connection with the handling of the incident, including law enforcement and judicial authorities.

8.3 If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will render reasonable assistance to the teacher in his/her defense.

8.4 Time lost by a teacher in connection with any incident mentioned in this section shall not be charged against the teacher if the teacher is found innocent.

8.5 The Board will assist the teacher, within the law, in prosecuting his/her claim for destruction of clothing, personal property, and damages while working in the line of duty.

8.6 No material originating after original employment will be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file-copy of the material in question. If the teacher believes that material to be placed in his/her file is inappropriate, in error or unsubstantiated, s/he may receive adjustment informally and/or through the grievance procedure provided cause is shown,

whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person will be called to the attention of the teacher.

8.7 A teacher will have the right to review the contents of all records of the District pertaining to said teacher, originating after original employment, and to have a representative of the Association accompany him/her in such review.

8.8 The parties hereto seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from unreasonable censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged. Freedom of individual expression will be encouraged, provided, however, that the exercise of said freedom is not disruptive, does not interfere with the Board's responsibility in maintaining orderly discipline in public education, and so long as it is reasonably related to a legitimate educational purpose.

ARTICLE 9 PROFESSIONAL BEHAVIOR

9.1 The Board and the Association recognize that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Association agrees to receive from the Board notice of alleged abuses of contract provisions or unprofessional behavior, and to bring this before the appropriate Association body for discussion and possible action.

9.2 A teacher ordinarily shall and whenever possible be entitled upon request to have present a representative of the Association when s/he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. This provision is intended to apply to serious or formal charges and not to emergency situations or minor comments or criticisms directed at a teacher. In any case a teacher may ask for a conference that shall be held within twenty-four (24) hours and at which a full statement of such criticisms, comments or charges shall be made and at which Association representatives shall be present. 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. Disciplining a teacher by an administrator shall ordinarily, and whenever possible, be in private conference.

9.3 No teacher will be disciplined, demoted, dismissed, suspended with or

without pay, or reprimanded without just cause. Just cause will include, but not be limited to, inefficiency or incompetence, insubordination against the reasonable rules of the Board, gross misconduct, or disability, mental or physical, as shown by competent medical evidence, habitual tardiness and habitual abuse of the preparation hour, sick leave and personal leave days, and non-compliance with the provisions of this Agreement.

9.4 Any such discipline, demotion, dismissal, suspension or reprimand of teachers will be subject to the grievance procedure set forth in the Agreement, provided, however, that failure of the Board to assign or re-assign a teacher to an annual assignment of extra duty for extra pay shall not be construed as a demotion and shall not be subject to the grievance procedure, and provided further, that the Board's decision at Level Three of the Grievance Procedure on the termination of services or failure to re-employ a non-tenure teacher or placing of a teacher on a third year of probation will be final and not subject to arbitration.

9.5 Teachers shall be expected to exercise care with respect to the safety of pupils and school property.

9.6 All teachers shall conform to established, promulgated Board policies, regulations and requirements, including but not limited to,

(a) Lesson plans suitable for use by a substitute teacher shall be prepared at least three (3) to five (5) days in advance, recorded in the teacher's Lesson Plan Book and available to the administration at all times. These plans shall include the current seating arrangement and daily program, or a workable alternate program.

(b) Grades given for daily work, marking periods, and semesters are to be entered in the classbooks provided. An adequate basis for all grades issued will be immediately available.

(c) All teachers shall observe examination dates as established by the administration, unless otherwise specified by the building principal.

(d) When the schools are closed to students due to acts of God, teachers shall not be required to report for duty.

(e) All teachers shall submit required reports, inventories, materials, and requisitions when requested by the administration.

(f) All teachers shall attend all assemblies for their respective schools. They shall intersperse themselves throughout the assembly site to maintain student control.

9.7 Each teacher shall be informed of a telephone number s/he shall call between 6:15 a.m. and 7:15 a.m. to report unavailability for work. If possible the teacher should call the night before his/her unavailability, if such unavailability is known at that time. Once a teacher has reported unavailability, it shall be the responsibility of the administration to make whatever arrangements are required.

9.8 The Association recognizes that the primary responsibility for classroom control and discipline rests with the teacher. The Association further

realizes that disciplinary actions and methods involved by him/her shall be reasonable and just, and in accordance with established Board policy.

ARTICLE 10 GRIEVANCE PROCEDURE

10.1 Definitions

(a) A "grievance" is a claim by a teacher or the Association that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement.

In the event an employee shall use any other forum or procedure than provided in the grievance process to attempt to adjust a grievance or complaint against the Board of Education or his/her supervisor, the grievance process shall be abated during such period as the alternate remedy is being pursued, and the final result of that alternate remedy shall be the final result of the grievance process and the grievance shall be closed, based upon the final determination made in the alternate remedy.

(b) 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.

(c) The "grievant" is the person or persons making the claim.

(d) The term "days" when used in this section shall mean duty days, unless otherwise indicated, provided, however, that after the close of the school year and prior to the start of the succeeding school year the term day when used herein shall be defined as a normal working day (Saturday, Sunday and Holidays excluded).

10.2 Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problem 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 that the adjustment is not inconsistent with the terms of this Agreement and the Association has been given opportunity to be present at such adjustment.

10.3 Structure

(a) Representatives shall be selected in a manner determined by the Association.

(b) The Association shall establish a grievance committee which shall be broadly representative. In the event that any Association representative or any member of the grievance committee is a party of interest to any grievance, s/he shall disqualify herself/himself and a substitute shall be named by the Association.

(c) The building principal shall be the administrative representative when the grievance arises in that building.

(d) The Board hereby designates the Superintendent as its representative when the grievance arises in areas where there is more than one administrator involved.

10.4 Procedure

Proceedings under this procedure must begin within fifteen (15) days of the alleged infraction. Said 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 at 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 limit shall permit the teacher to proceed to the next step. All time limits may be extended by mutual agreement in writing.

LEVEL ONE

The grievant shall first discuss his/her grievance with his/her immediate supervisor or principal, and present the grievance in writing to said person individually, or together with his/her Association representative.

LEVEL TWO

(a) In the event the grievant is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within three (3) days after presentation of the grievance, the grievant may file the grievance in writing with the Association's grievance committee, with a duplicate thereof being forwarded directly to the Superintendent.

(b) Within three (3) days of receipt of the grievance, the grievance committee shall decide whether or not there is a legitimate grievance. If the committee decides there is a legitimate grievance, it shall, within five (5) days after the receipt of said grievance, submit said grievance to the Superintendent. If the committee decides that no grievance exists and so notifies the grievant the teacher may within five (5) days of the filing of said grievance with the grievance committee continue to process this claim with the Superintendent without Association support. Within two (2) days from receipt of the grievance by the Superintendent, s/he shall render his/her decision.

LEVEL THREE

In the event that the grievance is not satisfactorily resolved at Level Two, or if no decision has been rendered within two (2) days from receipt of the grievance by the Superintendent, the grievant or the grievance committee may, within five (5) days, refer the grievance to the Board's review committee. This committee shall be composed of at least two (2) members of the Board of Education along with such other representatives as the Board

shall designate. Within fourteen (14) days from receipt of the written referral by the Board, its review committee shall meet with the Association's grievance committee and the Association's negotiating team chairperson and/or the grievant for the purpose of arriving at a mutually satisfactory solution to the grievance. A decision shall be rendered by the Board at its next regularly scheduled Board meeting, or in an emergency situation, within ten (10) days at the specific request of the Association.

LEVEL FOUR

In the event the grievance is not satisfactorily resolved at Level Three, the grievance, may, within five (5) days, at the request of either the Board or the Association, be submitted to State Mediation as provided for in Section 7 of P.A. 1947, No. 336, as amended. Said mediation will be scheduled at the earliest convenience of the mediator so assigned. Any recommendation or decision of the mediator shall not be binding on either party. Inasmuch as the mediator will not be obligated to render any written decision or recommendation, his/her services for purpose herein will be construed to be concluded upon written notification from either party that utilization of mediation will no longer be required. The submission of the grievance to state mediation shall not be obligatory under this grievance procedure but may be used at the discretion of either party.

LEVEL FIVE

In the event the grievance is not satisfactorily resolved at Level Three, or in the event the grievance is not satisfactorily resolved within two (2) days after conclusion of State Mediation, should State Mediation be utilized, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, s/he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any grounds which rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The arbitrator will be without power or authority to make decisions which require the commission of any act prohibited by law, nor any act which violates the terms of this Agreement. An arbitration hearing will be held at which the parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be shared equally by the parties.

10.5 Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person; provided, however, that no teacher may in any event be represented by an officer, agent or other representative of any organization other than the Association. When a teacher is not represented by the Association, the

Association shall have the right to be present and to state its views at Level Three or beyond in the grievance procedure.

10.6 Miscellaneous

(a) The grievance procedure shall not be used by any teacher subsequent to an attempt at redress by means of the legal statutes.

(b) A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association representative or the grievance committee, at Level Three or beyond, the grievance affects a group of teachers, the grievance committee may process the grievance at the appropriate level.

(c) The grievance discussed and the decision rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.

(d) No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

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

(f) Forms for filing and processing grievances shall be designed by the Superintendent and the grievance committee. They shall be prepared by the Superintendent and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

(g) Access to places, records, and all information pertinent to the determination and processing of the grievance at Level Three or beyond, shall be made available to all parties. The Board and the Association shall be provided with a list of particulars and all evidence pertaining to the grievance under consideration if the grievant so desires.

(h) In the case of investigation of any grievance, representatives of the Association shall report to the principal of the building being visited and state the purpose of the visit immediately upon arrival, in writing.

(i) In the event that an arbitration hearing is held during the school day, the grievant as well as his/her representative shall be relieved of their duties without loss of pay. Expenses of witnesses shall be borne by the party calling the same.

ARTICLE 11 TEACHING HOURS

HOURS

11.1 Teachers are to be in their respective buildings one-half hour prior to the scheduled starting time for classes and remain fifteen (15) minutes after the scheduled closing time for classes. However, upon request of the administration the teachers shall remain until 4:00 p.m.

11.2 A teacher's official scheduled time shall not exceed seven (7) hours, scheduled from 8:00 a.m. to 3:30 p.m., which schedule shall include his/her conference preparation period but shall exclude his/her lunch period. Exceptions may be made by the Board for teachers who are employed by the Board for bus driving duties.

11.3 Teachers are to be in their rooms fifteen (15) minutes before their morning classes and during their class period. Teachers recognize that they are to be in their rooms, and are responsible for them, for the time specified in the contract. However, emergencies, personal needs, or requests of the Principal or Superintendent may constitute an exception.

If the Building Principal believes that room responsibility is being abused s/he shall give warning, and if there is further abuse, s/he shall have power to require from the teacher or teachers involved, written accounts and reasons for any or all room absences for a stated period of time not to exceed fifteen (15) days. During or after this fifteen (15) day period continuing abuse shall be subject to other disciplinary action. The Association recognizes that smoking, coffee breaks, etc., do not constitute an emergency. The Association recognizes that teachers are liable, under the law, for gross negligence in the exercise of their duties including responsibility for students assigned to them.

11.4 It is mutually recognized by the parties that the principle of the forty (40) hour normal work week cannot be interpreted literally. Nothing contained herein prohibits the Board from assigning the extra duties normally associated with the teaching profession, provided, however, that the duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially increased except as otherwise provided herein. If a disagreement occurs between the teacher and Administration involved concerning such assignments or duties, such disagreement will be subject to the grievance procedure.

11.5 The term "Conference Preparation Hour" shall be construed to include the use of this period for preparation and conferences. The Association recognizes that reasonable requests for help in emergencies for other purposes are in order.

This time is provided by the Board in order to help the teacher do a better job of teaching. It is fully expected that this period of time will be used for the betterment of the students and will not be wasted time. Writing tests, preparing assignments, reading materials for classes, correcting papers, are examples of what is to be occurring during this time.

11.6 In case of an early closing of school, the Building Principal may designate what the program will be for the teaching staff for that period of time falling within the school day as defined in Section 11.1 hereof.

NOON HOUR

11.7 A continuous unassigned noon period shall be provided each teacher, kindergarten through the twelfth grade. Such period shall not be less than:

K-6	50 minutes minimum
7-12	30 minutes minimum

11.8 Teachers assigned to noon duty shall receive the equivalent of \$12.00 per hour prorated for less than one hour. For example, if a teacher supervises the noon hour for:

20 minutes - \$4.00

30 minutes - \$6.00

40 minutes - \$8.00

50 minutes - \$10.00

Pay will be in 5 minute increments, rounding up to the next 5 minute bracket.

CALENDAR

11.9 The School Calendar shall consist each year of one hundred eighty (180) days of student instruction and one hundred eighty-five (185) teacher duty days. If it becomes necessary to deduct a day's pay from a teacher, the teacher's salary shall be divided by one hundred eighty-five (185) to determine the amount to deduct per day.

The School Calendar for the periods covered by this Agreement shall be as set forth in Appendix C.

11.10 To the extent that the district does not qualify for State Aid because of an interruption of the educational process through vandalism or an action other than an Act of God, the district may exchange non-teaching days for teaching days for the purpose of making up a number of days to total not more than one hundred eighty-five (185). If additional days are required to be worked beyond one hundred eighty-five (185), they shall be worked at the end of the immediate school calendar and shall be compensated by the School Board at the regular rate of pay prevailing under the contract.

11.11 ACT OF GOD DAYS

Beginning with the 1986-1987 school year, there shall be a minimum of one hundred and seventy-eight (178) actual days of student instruction. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county, or state health authorities, will be rescheduled to insure that there are a minimum of one hundred and seventy-eight (178) days of actual student instruction. Teachers will receive their regular pay for days which are cancelled, but shall work on any rescheduled days with no additional compensation, provided that:

1. The parties agree to meet in an effort to mutually agree on when any make up days should occur. In the event that they are unable to agree, the days will be added on to the end of the school calendar as set forth in Appendix C.
2. Should a day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate, provided further, that if insufficient numbers of students attend on such a rescheduled day, to count it as a day of instruction, and school is cancelled on or before noon, teachers may be required to report for an additional one-half day without additional pay. This provision is conditional upon the State Department of Education's allowing one-half day of student instruction to be counted as a full day for purposes of

state aid. A half day is defined as a morning session that is dismissed on or before noon or an afternoon session that commences on or after noon.

3. It is understood and agreed that in the event that the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his/her skills, the teacher may use a personal or sick day to be excused from the last teacher duty day at the end of the school year.
4. Should the provisions of the state law(s) that apply to this provision be rescinded or modified, the above provisions shall, to the extent permitted by law, be considered null and void and the provisions and practices in existence during the 1984-1986 Master Agreement shall be reinstated to the extent permitted by the rescission or modification.
5. It is understood and agreed that 178 student instruction days shall be guaranteed to avoid any loss of state aid.

ARTICLE 12
TEACHING QUALIFICATIONS, ASSIGNMENTS AND CONDITIONS

Qualifications

12.1 No teacher shall be employed by the Board for a regular teaching assignment who is not certificated; provided, a satisfactory teacher with the prescribed credentials is available at the time of hiring. A list of all teachers and their qualifications shall be available to the Association upon request.

Assignments

12:2 Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates. In grades 9 through 12, every effort within reason will be made to assign teachers within their major or minor fields of study.

12.3 Prior to each school year teachers who will be affected by a change in grade assignments in the elementary school grades, or by changes in subject assignments in the secondary school grades will be so notified no later than June 23rd. Subsequent to said date the Board shall have the right to make one change per teacher in one class assignment. More than one change in class assignment per teacher shall only be made with the consent of said teacher involved.

Prior to the start of a second semester, high school teachers will be notified on any changes in subject assignments at least ten (10) days prior to the start of said second semester.

Both parties recognize that late resignations can impose difficulties in making assignments for the ensuing year. Thus the Association agrees to encourage all teachers to notify the Board of any intention to leave as soon as possible, and further agrees to cooperate with the Board in resolving any emergencies concerning class assignments caused by resignations after June

23rd of each year.

When such late resignations occur and thereby cause a vacancy within the bargaining unit, the Board, upon notification to the Association, will be relieved of its obligations under paragraphs 14.1 and 14.2 of this Agreement and can fill said vacancy with a new hire.

Efforts will be made to avoid reassigning probationary teachers except after consultation between the teacher and the principal involved.

12.4 The normal weekly teaching load (for a six-period day) in the junior and senior high school will be twenty-five (25) teaching periods and five (5) conference preparation periods. Assignment to a supervised study period shall be considered a teaching period for purposes of this section.

12.5 No departure from the norm set forth in 12.4, excepting in case of emergency, (emergency to be defined as not more than two consecutive days), shall be authorized without consultation with the Association. In the event of any disagreement between the Representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the grievance procedure.

12.6 The number of preparations in junior and senior high school for any teacher shall be limited to four (4) different subjects.

12.7 Any assignments in addition to the normal teaching schedule during the regular school year, including, but not limited to, adult education courses, driver education, extra duties enumerated in Appendix B and summer school courses, shall not be obligatory, but shall be with the consent of the teacher. An exception to this provision may be made in the event there is an insufficient number of volunteers for the positions of class advisors, provided that in no event shall a teacher be assigned as class advisor involuntarily more than once in any five year period. Vacancies in the positions enumerated in Appendix B shall be posted in the Superintendent's bulletin during the school year and on his/her office bulletin board during the summer months. Selection to fill said vacancies shall be made by the Board in its sole discretion. No teacher shall be prohibited from voluntarily, and without extra compensation, taking on any activity not listed above or set forth in Appendix B, provided it has been approved by the Board.

Departments

12.8 Every teacher in junior and senior high school shall be assigned to a department, the definition of which is to be "a grouping of not less than five (5) teachers in the same or similar subject matter area", provided, however, there shall be no more than five (5) departments.

12.9 The department chairperson shall act in an advisory capacity for the coordination of programs and materials and shall serve as instructional liaison between the teachers of the department and the school administration. Department chairpersons shall be nominated by the department and names presented to the building Principals for consideration. In the event the building Principal does not accept the nominee, the process shall be repeated. It is recommended that the normal term be two (2) years and that s/he serve not more than two (2) terms.

Class Size

12.10 In as much as pupil/teacher ratio is an important aspect of an educational program, it is agreed by the parties hereto that, to the extent finances and facilities permit, the following class sizes shall be adhered to:

Grades K-1	28
2-3	30
4-6	32

In grades 7-12 except in gifted/talented, exploratory and special education classes, a teacher's daily average shall not exceed 34 students for his/her regular classes (170 student contacts per day). A teacher who has a combination of regular and special classes shall have his/her class load determined by the average of regular classes not exceeding 34 students per class. (the sum of 4 regular classes divided by 4 shall not exceed 34). Traditionally large group activities such as band, choir, physical education, and study hall shall not be subject to the above limitations.

In the grades K-6 class size shall be calculated on the fourth Friday of September. In grades 7-12 class size shall be calculated on the fourth Friday of September and the second Friday of the second semester.

The Board further agrees that consideration shall be given to the expanded use of aides, clerical personnel, and facilities to aid elementary teachers in preparing and delivering substantial supplemental classroom programs.

For the 1986-87 school year, Articles 12.10, 12.11 and 12.12 from the 1984-86 Agreement shall remain in full force and effect.

ARTICLE 13 TEACHER EVALUATION

13.1 The purpose of evaluation is to assess and thereby improve teaching competence.

13.2 Probationary teachers shall be evaluated at least once each semester. Tenure teachers shall be evaluated at least once each three (3) years.

13.3 The evaluation form shall be submitted by the administration within fifteen (15) school days after the observation with a copy to be furnished to the teacher.

13.4 The evaluation shall be discussed with the teacher in conference with his/her building principal.

13.5 The teacher may, at his/her option, write comments on the evaluation form.

13.6 The teacher will sign the evaluation form to indicate it has been reviewed by him/her; however, such signature will imply neither agreement nor disagreement with the evaluation. Upon signature, a copy of the evaluation form will be given to the teacher.

13.7 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.

ARTICLE 14
VACANCIES AND TRANSFERS

14.1 When a vacancy or newly created position within the bargaining unit occurs, the Board shall give written notice to the Association prior to May 1st, but not less than ten (10) days prior to the deadline for filing. Subsequent to May 1st, and prior to the opening of school in September, the Board shall give written notice to the president of the Association not less than ten (10) days prior to the deadline for filing. All applications for a vacancy shall apply to the next school year, and vacancies occurring during the school year may be filled on a temporary basis.

14.2 Since both parties to the Agreement concur that pupils are entitled to be taught by teachers who are within their areas of competence and who are fully qualified, the filling of vacancies within the bargaining unit shall be governed by the Board's careful consideration of the following factors: experience, competence, educational qualifications, length of satisfactory service to the district, and other pertinent factors. In arriving at its judgment as to the successful candidate, the Board shall consider objective factors and shall not arrive at a judgment which reflects a showing of arbitrariness, discrimination, or abuse of discretion. When two or more applicants are determined to be equal in fitness, the applicant with the greatest length of service with the District shall be given preference. For the purpose of this section, "length of service with the district" shall run from the date the individual teacher signed his/her contract. The contract date which controls length of service shall be the earliest contract commencing a period of continuous employment, including substitute service, but shall exclude all periods when the teacher was on leave of absence for any cause.

14.3 The Board declares its support of a policy of promotions to administrative positions from within its own teaching staff, whenever possible. However, it is recognized that the right of selection of personnel to fill such positions remains entirely within the discretion of the Board. When an administrative vacancy or a newly created administrative position occurs, except for those in central administration, notification of the same shall be given to the Association in writing, and in any event this shall be given not less than fifteen (15) days prior to the deadline for filing. A teacher returning to the bargaining unit within one (1) calendar year shall enjoy full rights. Administrators will be given credit for teaching service in the district. The names of the administrators will appear at the appropriate place on the seniority list.

14.4 It is recognized that involuntary transfers may be necessary at any time for the following purposes:

- (1) To fill positions in under-staffed schools;
- (2) Due to over-staffed schools;
- (3) Due to new or revised programs;
- (4) Due to permanent or temporary vacancies caused by termination of employment or prolonged illness or leave of absence which will extend to or beyond the then current semester.

When such conditions exist the Board will simultaneously notify the Association in an attempt to secure volunteers and notify the qualified teacher with the least seniority in the district of the pending transfer. If no volunteer can be found within four (4) duty days of said notice, the said qualified teacher with the least seniority shall be transferred.

ARTICLE 15 LEAVES

15.1 Personal Illness or Injury. A teacher absent from duty because of personal illness or injury, including disabilities caused or contributed to by pregnancy, shall receive his/her full salary for the period of such absence up to the total number of sick days accumulated by the teacher (maximum of 180 days). The twelve (12) days of annual leave shall be credited to the teacher on the first day s/he reports for duty each school year. For teachers who begin their duties after the start of school, the foregoing leave provisions will be provided on a pro rata basis; i.e., a full-time teacher beginning in November would be granted ten (10) days of sick leave for that year.

At the beginning of every school year, each teacher shall be credited with the number of days of sick leave not used during the prior school year, provided that for those teachers who use four (4) days or less of the twelve (12) days provided in the preceding paragraph, there shall be added to the number of unused sick leave days two (2) days at the end of the school year. The maximum number of days which may be accumulated shall be one hundred eighty (180).

If, at the beginning of any school year or during a school year, a teacher is ill and unable to assume his/her teaching duties in this school system, and such that teacher had unused accumulated sick leave days at the end of the prior school year, s/he will be allowed to use such previously accumulated sick leave days while s/he remains ill and unable to work, provided s/he is not otherwise employed, is not of retirement age, and is not eligible for any benefits under Act 136 Public Acts of 1945. Such teacher shall not have any additional annual sick leave days until s/he has returned to his/her teaching duties in this school system, but at such time s/he shall be credited with twelve (12) annual sick leave days which may be applied retroactively.

A first or second year teacher absent from work because of mumps, scarlet fever, measles, or chicken pox shall be allowed to borrow from the next year up to five (5) additional days at the discretion of the Superintendent.

Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Worker's Compensation Law and the sick leave benefits provided. To the extent that the Board makes payment to a teacher for that portion of his/her salary not reimbursed under the Worker's Compensation Law, said partial payments shall be charged pro rata against the teacher's accumulated and additional sick leave days.

15.2 Emergency Illness - Death. Absence without loss of salary shall be allowed each school year for up to a total of days so indicated in the

following enumerated categories:

1. Death in the teacher's immediate family (spouse, children, parents) - 5 days.
2. Death in the teacher's family (parents-in-law, siblings, grandparents and dependents as defined by Internal Revenue) - 2 days.
3. Emergency illness in the teacher's immediate family - 3 days.

The Superintendent shall have discretion to grant emergency leave for death, illness, or other emergencies which are not specifically covered under the terms of this paragraph. Each day of any absence under this paragraph shall be charged against the teacher's sick leave days.

15.3 Absence for Personal Business. Each teacher will be allowed two (2) days of absence during each school year without loss of salary to transact personal business. An applicant for a personal business leave day need not be required to state the reason for such leave, but it is recognized that such requests shall be made at least five (5) days in advance except in case of emergency. Such day of absence shall not be deducted from the teacher's sick leave days. The personal business day may not be used immediately before or following a vacation except by express approval of the Superintendent.

The personal business day is to be used for transacting personal business or attending to affairs of a personal nature that cannot be done on a weekend or outside the school day. As examples: legal affairs and/or business transactions where contact is required with people or places that do not usually carry on business on weekends or after the normal school day. Also included are very personal obligations of a moral nature, such as appearance in court as a witness, death and funerals of very close associates, that are not normally covered by leave policy.

It is not the intent to make a restrictive list of valid reasons for use of the personal business day. It is the intent, however, to indicate through the above mentioned examples the types of things which may be reasonable when requesting this day.

15.4 Jury Duty. Any teacher subpoenaed to witness or called and/or selected to serve as juror in any of the duly constituted courts of the nation, or state, county or city thereof, shall be granted such leave as is necessary to fulfill these obligations without loss in pay or other benefits. Any remuneration received by a teacher over and above his expenses for transportation, meals and other incidentals shall be forwarded to the Board. The Board reserves the right to request that the Court excuse the teacher from said duty.

15.5 Association Leave. The Association shall be allowed to select seven (7) days during the school year which may be used by a teacher, or teachers, selected by the Association, for Association business. The Association agrees to pay the substitute teacher rate to the Board of Education for the substitute teacher that is assigned to substitute when said days are used for Association business. Said days may not be used by the Association, however, unless the Association notified the Principal's office in writing forty-eight (48) hours in advance of the proposed absences.

15.6 A medical leave of absence for sickness, pregnancy, or other medical disability shall be granted to any teacher who has used up his/her allotted sick leave accumulation. This leave shall be granted under the following conditions:

- A. A teacher will be granted a leave of absence due to sickness, pregnancy or other medical disability for up to three (3) calendar years upon presentation to the Board of a written certificate from a physician stating that s/he is no longer capable of performing his/her normal teaching duties.
- B. Any teacher on such leave shall not be entitled to advancement on the salary schedule.
- C. The teacher will be expected to return to work when authorized by his/her physician indicating s/he is capable of performing his/her normal teaching duties. Should the physician's statement indicate that the teacher is not capable of returning, the leave will be extended to that individual in accordance with the medical report up to the three (3) year maximum indicated in paragraph A above.
- D. Upon recovery, the teacher shall forthwith notify the Board of his/her availability to resume teaching duties. Assignment to the same position will be guaranteed to those teachers going on leave for less than twelve calendar weeks. The Board will make every effort to return the teacher to his/her same position, if available, for leaves of duration of twelve (12) calendar weeks or longer.
- E. Should the teacher fail to return to work, when capable, such failure shall be construed as a voluntary termination of employment.
- F. Should a teacher desire to take a personal leave of absence without regard to his/her ability to work following the birth or adoption of a child, such leave shall be granted as long as it does not extend beyond the 84th calendar day following the birth or adoption of the child. Said leave shall be granted without pay or monetary fringe benefits upon receipt by the superintendent of a written request within two weeks after the birth or adoption of the child.

15.7 Sabbatical Leave. In order to provide opportunities for maximal professional improvement, sabbatical leave shall be available to teachers for formal, full time study or for educational travel.

(A) Eligibility

- (1) An applicant must be certificated and must have accrued seven (7) consecutive full years of teaching service in the Vassar Public Schools.
- (2) An applicant shall not have received a sabbatical leave during the seven (7) years immediately preceding any application.
- (3) Each applicant must agree to return to service in the Vassar Public School System immediately upon termination of the sabbatical leave and continue in such service for a period of three (3) years.
- (4) Only one (1) person may receive a sabbatical leave during a school year.

- (B) Selection
- (1) Selection of the teacher to whom the sabbatical leave shall be given shall be made by the Board.
- (C) Compensation
- (1) A teacher shall receive the insurance provided for teachers by the Board.
 - (2) Upon return from his/her sabbatical leave, the teacher shall be advanced on the salary schedule as though s/he had been employed as a teacher during the period of leave.
- (D) A sabbatical leave may be for a portion of the year, but may not exceed a full school year.

15.8 Absence for Other Reasons. Tenure teachers desiring a leave of absence for any reason not herein before mentioned may apply, in writing, to the Superintendent indicating the period of proposed absence and the reason therefore. Approval of all leaves and/or any extensions thereto shall be discretionary with the Superintendent or Board. If the request for leave is approved, the approval shall be in writing and shall indicate the period of absence, whether it is with or without pay, whether or not it will be charged against sick leave, and (if it extends into another school year) whether the teacher will receive credit on the salary schedule for the period of absence. Upon return from any approved leave, the teacher shall be credited with unused sick leave which s/he had at the time the leave began but shall not be credited with sick leave days for the period of the leave of absence.

ARTICLE 16 NEGOTIATION PROCEDURES

16.1 All provisions in this Agreement may be reopened for negotiation after January 1 of the year in which the within contract terminates for the following contract years.

16.2 If negotiation meetings between the Board and the Association are scheduled by mutual consent during a school day, up to three (3) teacher representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. Additional teacher representatives will be released at the request of the Association and the Association agrees to reimburse the district for these representatives at the regular substitute rate of pay.

16.3 The parties hereby agree to meet periodically throughout the life of this Agreement in order to discuss topics of concern to either party, and to seek amicable solutions to problems that may arise, whether covered under the terms of this Agreement or not. The provisions of this paragraph shall not be interpreted in such a way as to bypass the negotiations process, and any written agreement which may arise therefrom shall be subject to ratification by the parties.

16.4 The Association and Board shall jointly establish a Curriculum Planning and Study Committee to meet regularly during the life of this contract. The function of this committee will be to evaluate existing curriculum and instructional material, study changes, alternatives, or additions to existing

programs, and to prepare and present proposals to the Superintendent.

This committee shall be made up of two (2) representatives from each building designated by the Association, and three (3) administrators designated by the Superintendent.

ARTICLE 17
INSURANCE PROTECTION

17.1 Effective on or before January 1, 1989, thru August 31, 1990, the Employer shall provide to the bargaining unit member MESSA Super Care I for a full twelve (12) month period for the bargaining unit member and his/her entire family.

Bargaining unit members not electing MESSA Super Care I Plan A will select MESSA Super Care I Plan B.

Plan A

Super Care I

LTD 60% Plan I

90 calendar day - modified fill

\$2,500 monthly maximum

Social Security Freeze

Alcoholism/drug addiction - 2 years

Mental/Nervous - 2 years

Delta Dental Plan A 006

75/60/75:\$1,200 with Adult Ortho

Negotiated Life \$30,000

VSP 3

Plan B

Delta Dental plan E

007 (80/80/80:\$1,300)

with Adult Ortho

LTD same as Plan A

Negotiated Life \$40,000

VSP 3

\$20.00 per month toward tax sheltered annuities

17.2 With the 1988-89 contract the Vassar Board of Education has placed a one time only monetary amount of \$110.00 on the Appendix A salary schedule to defer the cost of medical deductions.

17.3 In the event a teacher has exhausted all paid sick leave the board shall continue uninterrupted the above mentioned insurance fringes for a period of 5 months to begin on the first of the month following the date of exhaustion of paid sick leave. Thereafter the teacher shall continue in the plan(s) by assuming the payment of fringe benefit premiums until his/her return to work, subject to the terms of the carrier.

To be eligible for such coverage or receive such contributions, each teacher must make proper application to participate at the Superintendent's office on forms as required by the carrier. The provisions of the group policy and rules and regulations of the carrier will govern as to the amounts and duration of benefits and all other aspects of coverage.

17.4 The Board will provide the above coverage and/or make payments of its share of insurance premiums for all eligible teachers so as to provide

insurance coverage for a full twelve (12) month period or periods as the case may be, provided, however, that teachers leaving employment with the School District after the effective date of the policy and prior to the end of the then current school year will be covered only for the balance of the number of days remaining under the monthly premium payment, and provided further, that teachers on a leave of absence, other than sick leave and Medical Leave, which leave has been granted by the Board and extends for a period of more than thirty (30) calendar days, will also only be covered for the balance of the insurance premium month. All teachers whether they have commenced employment at the beginning of the school year or during the school year, and who complete the then current school year but who have indicated they will not resume employment for the following school year will still receive coverage hereunder until the first August 31st following completion of their duties.

17.5 A committee consisting of Board members and members named by the Association will study the entire insurance program. Part of this study may include a plan to let out the entire insurance package for bids. If the committee completes its work before the 1988-1989 school year begins, the Board may solicit bids on an insurance package that is identical to or better than the MESSA-PAK in all specifically published components. The Association's approval must be obtained before any bid program is implemented.

ARTICLE 18 RETIREMENT

18.1 Each teacher shall retire as of the first August 31st following his/her seventieth (70) birthday. The Board may, however, renew the teacher's contract for a maximum of two (2) years on a year to year basis, provided that the teacher requests an extension of his/her contract prior to June 1st of the year during which his/her retirement would have taken effect.

18.2 Upon the death or retirement of a teacher under the provisions of the Michigan Public School Employees Retirement System, the Board will pay to such employee twenty-five dollars (\$25.00) for each day of accumulated sick leave, up to a maximum of \$4,500.

ARTICLE 19 PROFESSIONAL COMPENSATION

19.1 The salary schedule for 1986-87, 1987-88, 1988-89, 1989-90 shall be as delineated in Appendix A.

19.2 Compensation for additional extra-curricular activities for the 1986-1987, 1987-1988, 1988-1989 and 1989-1990 shall be as set forth in Appendix B which is attached hereto and by reference made a part hereof.

19.3 All teachers who have fifteen (15) graduate hours beyond a Bachelor's Degree that apply on a Master's Degree program as well as those teachers who have twenty (20) graduate hours in a planned course of study applicable to a teacher's professional development as determined by the State Board of Education upon recommendation of the sponsoring institution will be placed on an intermediate schedule, to wit: one half the difference between the Bachelor's Degree salary and the Master's Degree salary at the teacher's

respective salary step. Evidence of such shall be delivered to the Superintendent's office by October 1 or February 1 in order for the teacher to be placed on the intermediate schedule for the first or second semester respectively. All graduate hours earned before September 1, 1974, shall be deemed to fulfill the criteria hereinbefore set forth.

19.4 All certified teachers shall be placed at the appropriate step on the salary schedule. Teaching experience in the Vassar School District shall be counted in full. Newly employed teachers prior to March 1, 1977 shall be given credit of up to seven years for prior teaching experience in other school districts. Beginning March 1, 1977, newly employed teachers shall be given full credit for prior teaching experience in other school districts. A maximum of two (2) years of continuous military service shall be counted as two (2) years of experience.

19.5 Teachers' salaries shall be paid every other Friday in twenty (20) or twenty-six (26) payments, at the option of the teacher. The previous sentence notwithstanding, those teachers electing the twenty (20) payment plan shall receive the twentieth (20th) pay check on the final teacher duty day of the school year.

19.6 Substitute teachers shall be paid forty-five dollars, (\$45.00) per day. On the sixth consecutive day of substitution in the same assignment a differential rate of fifty-two dollars, (\$52.00) will be paid per day. Upon approval by the Board of Education and notice to the Tri-County Bargaining Association the rates may be increased.

19.7 Any teacher who fits into one of the following categories shall be compensated in addition to his/her normal salary at the rates listed in Appendix "B"; (a) any teacher who takes another teacher's students during his/her conference period, (b) any elementary teacher who takes another teacher's students resulting in excess of the maxima listed in Article 12.10, (c) any secondary teacher who takes another teacher's students resulting in an excess of the number of students normally assigned to him/her.

19.8 A committee formed in the 1989-90 school year, made up of the athletic director, a board member one administrator and one member of the VEA Executive Board will meet, study, and make recommendations for the professional compensation for the 1990-91 Schedule B activities.

ARTICLE 20 STATUS OF AGREEMENT

20.1 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

The TCBA hereby authorizes the local VEA President or any other person it designates to bind the Association to any amendments to the Agreement and/or letters of understanding signed by the local VEA President or any other person designated by the TCBA and the representative of the Board. The Board shall also be so bound by its representative's signature.

20.2 Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. Each contract shall set forth annual salary, number of accumulated sick leave days as of the end of previous school year, extra duties and compensation therefor. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

20.3 The annual contract of every new teacher shall become effective on the date s/he begins his/her service in the school.

20.4 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 by reference shall be incorporated into and be considered part of the established policies of the Board.

20.5 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 and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

20.6 Copies of this Agreement shall be printed at the expense of the Board. One (1) copy shall be presented to each teacher now employed or hereafter employed. Furthermore, the Board shall furnish ten (10) copies of this Agreement to the Association for its use.

ARTICLE 21
DURATION OF AGREEMENT

21.1 This Agreement shall be effective as of September 1, 1986 and remain in effect through August 31, 1990.

In Witness Whereof, the parties hereto set their hands and seals this _____ day of _____, 1987.

TRI-COUNTY BARGAINING ASSOCIATION

BY *Richard K. Lewis*
Chief Spokesperson

BY *Mary C. Little*
President

VASSAR BOARD OF EDUCATION

BY *Robert V. Johnson*
President

BY _____
Secretary

BY _____
Chief Negotiator

APPENDIX A
1988-1989

A 5.75% increase over the 1988-89 contract in the areas of Appendix A salary.

STEP	BA	BA+	MA	MA+15	MA+30
0	19090	19944	20798	21368	21937
1	19849	20737	21626	22218	22810
2	20608	21531	22453	23068	23683
3	21557	22523	23488	24131	24775
4	22506	23514	24522	25194	25866
5	23455	24506	25556	26257	26957
6	24404	25498	26591	27320	28049
7	25353	26489	27625	28383	29140
8	26492	27679	28867	29658	30450
9	27631	28869	30108	30934	31759
10	28770	30163	31556	32422	33287
11	29909	31560	33211	34122	35033

APPENDIX A (Cont.)

1989-90

STEP	BA	BA+	MA	MA+15	MA+30
0	20188	21091	21994	22597	23198
1	20990	21929	22869	23496	24122
2	21793	22769	23744	24394	25045
3	22797	23818	24839	25519	26200
4	23800	24866	25932	26643	27353
5	24804	25915	27025	27767	28507
6	25807	26964	28120	28891	29662
7	26811	28012	29213	30015	30816
8	28015	29271	30527	31363	32201
9	29220	30529	31839	32713	33585
10	30424	31897	33370	34286	35201
11	31629	33375	35121	36084	37047

1. 1988-1990

- A. Beginning with the sixteenth year of service in the district, each teacher will receive \$538.00 in addition to the amount on the 11th step of the salary schedule.
- B. Beginning with the twenty-first year of service in the district, each teacher will receive \$1.077.00 in addition to the amount on the 11th step of the salary schedule.

APPENDIX B

Position	1986-87	1987-88	1988-89
1. Athletic Director	2177	2318	2469
2. Head Football Coach	1921	2046	2179
3. Assistant Varsity Football Coach	1603	1707	1818
4. Junior Varsity Football Coach	1247	1328	1415
5. Assistant Junior Varsity Football Coach	1153	1228	1308
6. Freshman Football Coach	960	1022	1088
7. Head Basketball Coach, Boys	1921	2046	2179
8. Head Basketball Coach, Girls	1921	2046	2179
9. Junior Varsity Basketball Coach, Boys	1344	1431	1524
10. Junior Varsity Basketball Coach, Girls	1344	1431	1524
11. Freshman Basketball Coach	960	1022	1088
12. Junior High Basketball Coach, Boys	767	817	870
13. Junior High Basketball Coach, Girls	767	817	870
14. Head Track Coach, Boys	1344	1431	1524
15. Head Track Coach, Girls	1344	1431	1524
16. Assistant Track Coach, Boys and Girls	940	1002	1067
17. Junior High Track Coach	537	572	609
18. Head Wrestling Coach	1344	1431	1524
19. Assistant Wrestling Coach	940	1002	1067
20. Head Baseball Coach	1094	1165	1241
21. Junior Varsity Baseball Coach	767	817	870
22. Head Volleyball Coach	1094	1165	1241
23. Junior Varsity Volleyball Coach	767	817	870
24. Junior High Volleyball Coach	537	572	609
25. Head Softball Coach	1094	1165	1241
26. Junior Varsity Softball Coach	767	817	870
27. Head Gymnastics Coach	1094	1165	1241
28. Head Cross Country Coach	837	892	949
29. Head Golf Coach	722	769	819
30. Senior High Cheerleading Advisor	813	865	922
31. Junior High Cheerleading Advisor	407	433	461
32. Senior High Band Director	1921	2046	2179
33. Junior High Band Director	960	1022	1088
34. Play Director, Musical	1402	1493	1590
35. Assistant Play Director, Musical	700	745	794
36. Play Director, Nonmusical	813	865	922
37. Senior Class Advisor - 2	517	550	586
38. Head Junior Class Advisor	590	628	669
39. Assistant Junior Class Advisor	295	314	335
40. Sophomore Class Advisor	157	167	178
41. Freshman Class Advisor	157	167	178
42. Academic Games Coach	106	113	121
43. Debate Coach	517	550	586
44. Forensics Coach	517	550	586
45. Yearbook Advisor	921	981	1045
46. Student Senate Advisor - Senior High	517	550	586
47. Student Council Advisor - Junior High	243	259	275
48. Ski Club Advisor	222	236	251
49. Safety Patrol Director	222	236	251
50. Department Chairman	157	167	178
51. Language Club Advisor	157	167	178
52. National Honor Society	157	167	178

53. Varsity Club Advisor	157	167	178
54. Future Homemakers of America Advisor	157	167	178
55. Night School, per Class	875	932	993
56. Driver Education Director, per hour	11.83	12.60	13.42
57. Driver Education Instructor, per hour	11.36	12.10	12.89
58. Substitute Teacher, per hour	14.23	15.15	16.14

APPENDIX C
1988-89

<u>DATE</u>	<u>EVENT</u>
Aug. 29 Monday	Teacher Orientation
Aug. 30 Tuesday	First Student Day
Sept. 5 Monday	Labor Day - No School
Oct. 20 Thursday	Teacher In-Service - No Students
Nov. 9 Wednesday	Parent-Teacher Conf.
Nov. 24/25	Thanksgiving Recess
Dec. 16 Friday	Christmas Recess at 3:16 p.m.
Jan. 3 Tuesday	School Resumes at 8:00 a.m.
Jan. 18/19	Semester Exams
Jan. 20 Friday	Record Day - No Students
Mar. 23 Thursday	Easter Recess at 3:16 p.m.
Apr. 3 Monday	School Resumes at 8:00 a.m.
May 29 Monday	Memorial Day - No Students
June 8/9	Final Exams
*June 10 Saturday	Record Day - No Students (Optional)
June 12 Monday	Record Day - No Students

Total Student Days - 180
Total Teacher Duty Days - 185

*In the case that additional days are needed to be added to the end of the calendar for reason stated in Article 11.11 (teaching hours) of this contract June 10th will be dropped as an optional records day.

1989-90

Aug.	28	Teacher Orientation
Aug.	29	First Day for Students
Sept.	4	Labor Day - No School
Nov.	9	All day students - Parent-Teacher Conf. 6:00 p.m. - 9:00 p.m.
Nov.	10	No Students - Parent-Teacher Conf. 8:30 a.m. - 12:30 p.m. Teacher released 12:30 p.m.
Nov.	23/24	Thanksgiving Recess
Dec.	19	Christmas Recess Begins at 3:16 p.m.
Jan.	2	School Resumes at 8:00 a.m.
Jan.	17/18	Semester Exams
Jan.	19	Record Day - No Students
**Mar.	23 **	No School
April	12	Easter Recess at 3:16 p.m.
April	23	School Resumes at 8:00 a.m.
May	28	Memorial Day - No Students
June	6/7	Final Exams
June	8	Record Day - No Students

Total Student Days = 180

Total Teacher Duty Days = 185

* One day In-service with no students will be scheduled during the 1989-90 school year at the discretion of the Vassar Board of Education.

** March 23rd will become a student instruction day if there are more than two (2) "Act of God" days.

VASSAR EVALUATION

	<u>Satisfactory</u>	<u>Needs Improvement</u>	<u>Unobserved</u>	<u>Comments</u>
1. Preparation				
2. Presentation				
3. Relationship with students				
4. Relationship with Parents				
5. Relationship with Staff Members				
6. Professionalism				
7. Classroom Management				
8. Personal Characteristics				

Evaluator's Comments:

Teacher's Comments:

Evaluator

Teacher

Date _____

Date _____

B. Criteria for the Evaluation of Teachers

1. Preparation

- a. Course outline follows logical development
- b. Displays knowledge of the subject
- c. Keeps abreast of new developments

2. Presentation

- a. Use a variety of procedures and/or materials
- b. Makes clear, definite and useful assignments
- c. Answers questions clearly, thoroughly and honestly
- d. Encourages individual contributions and effort, praising wherever possible
- e. Displays enthusiasm for the subject
- f. Circulates among pupils giving guidance and direction
- g. Is willing to devote time to helping students outside of class and especially during the conference preparation period

3. Relationship with Students

- a. Maintains control without stifling pupil originality
- b. Seeks help when necessary
- c. Expects and receives proper respect from pupils and shows proper respect for them
- d. Use corporal punishment
 - aa. With discretion and moderation
 - bb. Only as a last resort
 - cc. With the intention of producing an improvement in pupil behavior
- e. Shows fairness, patience and understanding
- f. Holds students to a standard of achievement consistent with individual abilities
- g. Considers home environment in pupil evaluation
- h. Makes home visitations by appointment through the principal
- i. Evaluates pupils frequently with varied techniques
- j. Rates pupils fairly and reliably
- k. Is friendly to all students
- l. Accepts the role of counselor when the need arises
- m. Does not disregard infractions of the school's rules and policies

4. Relationship With Parents

- a. Contacts parents when the situation warrants it
- b. Welcomes parent conferences and is frank, yet tactful
- c. Treats parents courteously, respects their views, and recognizes their responsibilities

5. Relationship With Staff Members

- a. Cooperates with staff members and shares ideas
- b. Respects the opinions and problems of colleagues

6. Professionalism

- a. Volunteers constructive suggestions and works for the improvement of the total school program
- b. Utilizes such means as study, summer school, reading, travel and research for self-improvement
- c. Attends and participates in professional meetings

- d. Is aware of current programs, conditions and policies within the district
- e. Does not permit outside activities to interfere with classroom responsibilities

7. Classroom Management

Care of School Property

- a. Insists upon pupil respect for books, desks and other school property
- b. Attempts to maintain adequate classroom facilities and teaching materials
- c. Maintains up-to-date record books, lesson plans and seating charts
- d. Submits meaningful student progress reports on requests

8. Personal Characteristics

- a. Has friendly, pleasant attitude
- b. Presents neat, well-groomed appearance
- c. Uses the English language correctly in both written and oral communication
- d. Appears self-confident and poised
- e. Shows initiative and self-reliance
- f. Possesses a sense of humor and an even disposition
- g. Demonstrates emotional stability, reliability and good judgment
- h. Accepts criticism constructively and makes suggestions tactfully
- i. Is consistently punctual
- j. Is minimally absent from his/her classroom while on duty
- k. Has physical stamina; is free from habitual absences

LETTER OF UNDERSTANDING #1

Those teachers who contributed to the Vassar Scholarship Fund as of October 31, 1979, may continue to contribute to it in lieu of dues or a service fee as established in the 1979-82 contract. Those same teachers shall also be subject to the old section 2.5 as appears below:

Any teacher who is not a member of the Association in good standing, or who does not make application for membership within ninety (90) calendar days from the date of commencement of teaching duties, will as a condition of employment, pay a service fee, to the Vassar Scholarship Fund, equivalent to eighty per cent (80%) of the dues uniformly required to be paid by the members of the Vassar Education Association, provided however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraphs. The Vassar Scholarship Fund shall be administered jointly by two (2) teachers appointed by the Association and two (2) administrators appointed by the Superintendent. In the event that a teacher shall not pay such service fee directly to the Vassar Scholarship Fund, or authorize payment through payroll deduction as provided in the preceding paragraphs, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is cause for discharge from employment.

Additionally, if any of the above teachers choose to pay membership dues or a service fee, they may do so with the understanding that they will then be obligated to pay one or the other, per Article II, for the duration of this Agreement.

Robert V. Steiner
Vassar Board of Education

Date 2-6-89

Dennis C. Letts
Tri-County Bargaining Association

Date 12-14-88

LETTER OF UNDERSTANDING #2

On November 3, 1979, the parties' representatives received the Fact-Finder's Report, Case No. D79 F1649, which had the following recommendation:

Teaching Hours

a) The Fact Finder finds that due to a scheduling anomaly, teachers do not get sufficient release time to provide thirty (30) minutes of preparation within each teaching day. This specifically and directly relates to recess duty, call back requirements relating to the library, and other matters of similar import.

b) The parties have discussed a revision of the scheduling of the art program so as to provide an additional period of fifteen (15) minutes per week in release time. It is the view of the Fact Finder that the problem in this case is not so much a difference of opinion for the need for the additional time but a problem relating to the niceties of scheduling. The Fact Finder therefore recommends that the parties agree, by separate letter, to consider scheduling that would provide for a division of the art periods in such fashion as to provide for a forty-five (45) minute art period one week and thirty (30) minute art period the second week, beginning with the second semester of the 1979-80 school year at the elementary grades.

The parties concur in this recommendation with the exception that the art period may not necessarily be re-scheduled, but an additional 15 minutes of prep time will be added to the K-6 teachers schedule on a bi-weekly basis. If the art schedule is not changed the 15 minutes additional time will be added in the week in which art is not taught.

Robert V. Steiner
Vassar Board of Education

Date 2-6-89

Denny C. Letts
Tri-County Bargaining Association

Date 12-14-88

LETTER OF UNDERSTANDING #3

The parties agree that normally teachers will not be required to attend assemblies during their conference - preparation time. However, if special circumstances warrant it, the administration may require teachers' attendance without additional compensation for a particular assembly provided notification is given to the teacher(s) involved.

Robert V. Stinson
Vassar Board of Education

Denny C. Little
Tri-County Bargaining Association

Date 2-6-89

Date 12-14-88

LETTER OF UNDERSTANDING #4

If there are six, six-week marking periods in the school year, it is understood that teachers will not be required to fill out mid-period deficiency reports on individual students. If there are four nine-week marking periods, it is understood that teachers will fill out mid-period deficiency reports on individual students who are in danger of receiving a failing grade at that point.

Robert V. Stinson
Vassar Board of Education

Denny C. Little
Tri-County Bargaining Association

Date 2-6-89

Date 12-14-88

LETTER OF UNDERSTANDING #5

In the event that the district receives a ruling from an official from the State Department of Education to the effect that the three days lost in September 1986 due to the flood do not have to be made up either because of a lack of a successor agreement at the time or because of new legislation to cover the situation, the District agrees that those days will not be covered by the provisions under ACT OF GOD DAYS.

Robert V. Stinson
Vassar Board of Education

Denny C. Little
Tri-County Bargaining Association

Date 2-6-89

Date 12-14-88