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Holly

MASTER AGREEMENT

between

HOLLY AREA SCHOOLS BOARD OF EDUCATION

and

THE HOLLY EDUCATION ASSOCIATION, AN AFFILIATE OF THE
MICHIGAN EDUCATION ASSOCIATION AND THE NATIONAL EDUCATIONAL ASSOCIATION

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Holly Area Schools
211 Washington Street
Holly, MI 48442

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MASTER AGREEMENT

between

HOLLY AREA SCHOOLS BOARD OF EDUCATION

and

THE HOLLY EDUCATION ASSOCIATION

This Agreement is entered into this _____ day of _____ by and between the Board of Education of the Holly Area Schools, Holly, Michigan, hereinafter called the "Board", and the Holly Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as determined by the Employment Relations Commission for those personnel recognized as the appropriate bargaining unit, specifically for all certified personnel under contract, excluding the Superintendent of Schools, the Assistant Superintendent, principals, acting principals, the Administrative Assistant and assistant principals.
- B. The Board agrees not to negotiate with any teacher or teacher organization other than the Association for the duration of this Agreement.

ARTICLE II

AGENCY SHOP AND PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- A. The Board and the Association agree that every member of the recognized bargaining unit shall have the right freely to join and support the Association.
- B. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues in the

Association, which sum shall be in the amount of \$135.00 for the school year 1973-74, and shall thereafter be as established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. Any authorization form which is incomplete or inaccurate will be returned to the Association by the Board.

C. Any teacher may select direct cash payment to the Association in lieu of signing a dues deduction form. If a dispute arises as to whether or not an employee has properly executed a dues deduction authorization form, it shall be reviewed by a representative of the Board and a representative of the Association. Until there is a clarification of this matter, no further deductions shall be made.

D. In the event a teacher leaves the employ of the Board and accrued wages and salaries due said teacher are inadequate to cover deductions due the Association, then the Board's remittance or payment responsibilities shall not exceed the accrued wages and salaries due said teacher.

E. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties in the school year 1973-74 shall, as a condition of employment pay as a Representation Benefit Fee to the Association an amount equal to the Professional Dues of the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the above Section B. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll

deductions, as provided in Section B above, the Board may cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment, since the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.

F. The procedure in all cases of discharge for violation of this Article shall be as follows:

1. 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 ten (10) 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 affected.
2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fee.
4. In the event termination under the terms of this Article is contested and the contesting teacher pursues the legal avenues for adjudication available, then said teacher

shall be reinstated until such time as the contest is settled, or said teacher fails to make a timely appeal.

G. In the event the Agency Shop provisions of this Article are contested and are found to be void and no timely appeal is made, then those teachers who have not been members of the Association, but have paid the Representation Benefit Fee shall have said fees restored to them by the Association.

H. The Association agrees to provide the Board with the names of any and all teachers selecting direct cash payment to the Association for Representation Benefit Fees or Association Dues and the Board agrees to provide the Association with the names of any and all teachers who have signed and delivered authorization forms for either Association Dues or Representation Benefit Fees.

I. Teachers employed for less than one-half of the normal annual work assignment (whether employed all year for a partial day or part of a year for full days) shall pay a prorated dollar amount of the annual Dues or Representation Benefit Fee. Teachers employed for one-half the normal annual work assignment or more shall pay the full annual Dues or Representation Benefit Fee.

J. Deductions for each calendar month, whether for Professional Dues or Representation Benefit Fees, shall be remitted to the designated financial officer of the Association, Michigan Education Association, and National Education Association after the tenth day of the following month in which the deduction is made.

K. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding the Agency Shop provision of this Article of the collective agreement. The Association further agrees to indemnify the Board as the result of said suit or action,

subject however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section of the defense 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 to compromise or settle any claim made against the Board under the Section.
- L. Within 30 days following ratification of this Agreement, a letter signed by the President of the Holly Education Association and the Assistant Executive Secretary (Warren Culver) of the Michigan Education Association, shall be delivered to the Board. Said letter in effect indemnifies the Board from any costs or damages incurred by the Board resulting from the inclusion of Article II, Sections E through K of this Agreement. The Agency Shop provisions in this Agreement shall not become operative until the above mentioned letter is executed and delivered to the Board.

ARTICLE III

ASSOCIATION AND TEACHER PRIVILEGES

- A. The Association shall have the privilege of using buildings for meetings. Such meetings must be prearranged with the administration by completing a building use request form.
- B. Ten (10) days per year for Association business with not more than three (3) consecutive days. Such time shall not be used for picketing, and/or support of activities connected with a strike or other illegal activities.

- C. The building association representative may use the telephone for Association business during the school day as long as it does not interfere with his teaching or normal school operations. Toll calls made by the Association will be credit card calls.
- D. The Board will furnish the Association reasonable requests for public information.
- E. The Association may request to be placed on the Board Agenda through the Superintendent of Schools. It is understood that grievances will follow the grievance procedure as outlined elsewhere in this contract, and that the Association must first utilize the proper channels of communications before matters may be properly brought before the Board.
- F. The Board will receive all communications from the Association regarding financial matters and position of the Association on financial issues.
- G. One (1) bulletin board shall be furnished per school for the use of the Association. The Association will control the use of these boards. Reasonable judgment will be used in the selection of materials to be posted.
- H. Teachers will not be prevented from wearing insignia or other identification of membership in the Association on school premises. Good and reasonable judgment shall be considered by the Association.
- I. Teachers may work in their school buildings after school and during vacations on matters relating to their job responsibilities, when custodial schedules permit. Teachers shall follow building policy concerning the use of facilities.
- J. Building policy will govern the use of telephones for personal and school business.
- K. Since a teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient amount of administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

L. Insofar as it does not affect his performance as a teacher, the private and personal life of any teacher is not within the appropriate concern of the Board.

ARTICLE IV

PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

B. Extra curricular and clubs and activities salaries will be as set forth in Schedules B and C which are attached to and incorporated in this Agreement.

1. Extra curricular and clubs and activities positions are voluntary and appointments are made annually by the Superintendent, and are not to be construed to provide tenure in position as a result of a succession of annual appointments.

2. A letter of appointment will be issued by June 1 for all extra curricular and clubs and activities activities; such letter of appointment will state salary, length of season, and when payment will be made. Salary will be subject to the terms and conditions of the Master Agreement Schedules B and C.

3. Letters of appointment must be returned to the Superintendent by June 15 and letters of appointment returned unsigned will be considered as a rejection of such appointment.

4. If in the event a suitable candidate is not available from within the bargaining unit, the Superintendent may appoint a replacement from outside the unit.

5. If the appointment is refused and the Superintendent can find no suitable replacement within or outside of the bargaining unit, the Association may be asked to

submit recommendations to insure that the program or activity will be offered to students.

6. Any new extra curricular or clubs and activities positions created and the pay for them will be posted by the Association. Applicants for the position from Holly with the most experience and best qualifications will be given preference for these positions, provided that other factors are equal.

7. The Board may establish paid extra curricular activities and/or clubs and activities in the elementary schools.

C. Extended programs as set forth and defined in Schedule C which is attached to and incorporated in this agreement.

1. A letter of appointment will be issued by June 1 for all extra curricular and clubs and activities activities; such letter of appointment will state salary, length of season, and when payment will be made. Salary will be subject to the terms and conditions of the Master Agreement Schedules B and C.

2. Letters of appointment must be returned to the Superintendent by June 15 and letters of appointment returned unsigned will be considered as a rejection of such appointment.

3. If in the event a suitable candidate is not available from within the bargaining unit, the Superintendent may appoint a replacement from outside the unit.

4. Any new extra curricular or clubs and activities positions created and the pay for them will be posted by the Association. Applicants for the position from Holly with the most experience and best qualifications will be given preference for these positions, provided that other factors are equal.

5. The Board may establish paid extra curricular activities and/or clubs and activities in the elementary schools.

6. Extra curricular extended programs, clubs and activities are established by the Board. They are filled by members of the bargaining unit (whenever possible) and shall be compensated in accordance with Schedules B & C.

D. Experience Credit.

1. All newly employed teachers shall be given full credit on the salary schedule set forth in Schedule A for full years of successful teaching experience in the public schools of Michigan. Other teaching experience may be evaluated by the Board and credit may be allowed. This section shall not be retroactive for past employment where experience credit was not allowed.

2. Experience credit and regular increment, up to one (1) year, shall be given as follows:

a. Leaves of absence without pay that may be granted upon written application by the Board of Education:

- (1) education improvement
- (2) study, research or special teaching assignment
- (3) health or illness.

3. Teachers who are appointed to administrative positions and later return to teaching will retain their full experience credit.

4. Regular increment will be added to each teacher's contract for each full year of teaching in the Holly Area Schools.

5. Experience credit may be given to teachers under contract to the Holly Area Schools for educationally oriented travel and/or teaching related experiences. Each application

and amount of reimbursement shall be considered on an individual basis. However, such reimbursement shall not be less than Fifty (\$50.00) Dollars, paid only once, nor more than (1) year's teaching experience credit on the salary schedule. The teacher shall obtain prior approval in writing from the Board. The teacher requesting credit on travel experience may be asked to show the relationship between the travel or teacher related experience and its effect on his teaching competence.

6. Any teacher who has taught on a half-day (1/2) schedule or more shall be given a full year's credit for that year of teaching experience. If the teacher remains in a half-time or greater position, the salary shall be computed in the following fashion: If the teacher has taught five (5) years in a half-time position, he would be placed at the fifth step for the forthcoming school year and would receive one-half (1/2) of that figure. If said teacher would become a full time instructor, he would receive the full amount stipulated by the particular step. If a classroom teacher teaches less than half-time (1/2), his place on the salary schedule will be determined in the following manner: Two (2) years of less than half-time (1/2) teaching experience to earn one (1) step on the salary schedule.

E. Salary Deductions.

When it becomes necessary to deduct from a teacher's salary because of absence or tardiness, the amount to be deducted shall be on a per diem or prorated hourly basis. Per diem rate shall be computed by dividing the contract amount by the number of teacher days. The hourly rate shall be the daily rate divided by seven and one-half (7 1/2) hours.

F. A teacher must elect to receive his pay on either a ten (10) or twelve (12) month basis, at least two (2) weeks prior to the first payroll in September. After a decision is once made it

cannot be changed. The Board, however, may make an exception to this rule at the teacher's request, in case of a retiring teacher or a teacher leaving the system, or a financial emergency.

ARTICLE V

TEACHING HOURS AND CLASS LOAD

- A. The teaching day for all teachers at all levels shall be of equal length. No teacher shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' regular school day in the morning. After the close of school, teachers shall be permitted to leave when the students for whom they are responsible have been dismissed to their buses. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, and staff meetings.
- B. Except under emergency conditions all teachers will have a duty free uninterrupted lunch period for a minimum of thirty (30) continuous minutes.
- C. In the secondary schools teachers are provided with a preparation period which shall be used for the preparation of instructional materials, correction of papers and tests, meetings with administrators, parents, students, and teachers which are instructional in nature. Teachers shall not frequent the lounge for purposes other than the aforementioned.
- D. In the elementary schools teachers may receive preparation time through extended lunch periods, recesses, and the employment of additional personnel with such time to be used in the same manner as secondary teachers as provided in paragraph C above.
- E. All teachers shall have special lesson plans prepared in advance for the guidance of substitute teachers.
- F. Preparation periods for music, art, speech, reading, special education and librarians shall be arranged by the building principals.

G. 1. Teachers are expected to exercise the same concern and control over all students regardless of the fact that they may or may not be directly under their classroom supervision.

2. Teachers shall be expected to attend the following meetings:

- (a) graduation exercises, senior high school teachers only
- (b) open houses
- (c) staff meetings
- (d) parent teacher conferences

ARTICLE VI

TEACHING CONDITIONS

A. The Board and administration will make every effort to limit class size to twenty-five (25) to thirty (30) pupils. If there is need after the fourth (4th) Friday of September, when the membership count is known, section sizes will be balanced within and between buildings as far as transportation and classroom availability permit. In the event that problems occur in regard to class size, a committee, made up of two (2) administrators selected by the Superintendent and two (2) teachers selected by the Association, will meet to study and attempt to resolve the problems.

B. The Board will strive to limit the number of students in Science, Industrial and Practical Arts in the secondary (7-12) schools by the number of teaching stations available.

C. The Board will annually establish a budget for teaching supplies. When possible, teachers will be consulted regarding their needs and desires. If it is necessary for the Board to cut departmental budgets, the teacher will be consulted, whenever possible, with regard to the items to be cut.

ARTICLE VII

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a full-time or part-time teaching assignment who does not have a Bachelor's or higher degree from an accredited college or university, and a Michigan Provisional or Permanent Certificate, or who cannot meet those requirements within ninety (90) days. Exceptions to the foregoing will be made in the case of teachers in the special vocational training programs who meet Michigan certification requirements for such programs.
- B. All teachers shall be given written notice of their subjects and/or grade assignments for the forthcoming year no later than the close of the preceding school year. In the event that changes in such assignments are necessary, all teachers affected shall be consulted promptly or notified by registered or certified mail.
- C. Teachers are responsible for maintaining eligibility for proper certification.
- D. Teachers will supply one (1) set of transcripts to the Board.
- E. It is the responsibility of all teachers to provide quality education. This requires (a) careful daily preparation; (b) self improvement.

ARTICLE VIII

VACANCIES, TRANSFERS AND PROMOTIONS

- A. The Board will notify the Association of vacancies that occur within the appropriate bargaining unit as defined in this Agreement. These vacancies will be posted by the Association. The posting period shall be for fifteen (15) calendar days which shall be indicated in the posting notice.
- B. The Association and the applicant shall receive notice of the outcome for vacancies. If this applicant is not accepted, the reasons will be stated.

C. The Board and the Association define a vacancy as any open position within the bargaining unit. The vacancy may be due to resignation, the creation of a new position, or retirement.

Teachers may apply for vacancies as defined.

D. First consideration will be given to tenure teachers with Holly experience of one (1) year or more, providing the vacancy occurs at the end of the school year. If no applications are filed for a vacancy that occurs during the school year, no consideration will be given for that position to teachers with Holly experience at a future date. Candidates who fill vacancies during the school year, where Holly teachers have applied, will not be guaranteed the same assignment the following school year.

E. The Board recognizes that positions may open during the year that a staff member would like to make application for, but it would be educationally undesirable to change positions during the school year. In such instances, the person will make a written application for this position at the time of posting. The applicant will be considered with other applicants and if it is determined that the current staff member is best qualified by the Board an attempt will be made to fill the vacancy with a temporary replacement who is qualified, for the remainder of the school year.

F. Any teacher who will be transferred to a supervisory or executive position and shall later return to teacher status, shall be entitled to retain such rights as he may have had, had he continued to teach under this Agreement prior to such transfer to a supervisory or executive status.

G. A list of Adult Education and summer vacancies shall be posted and upon request a copy shall be furnished the Association President and interested teachers may apply at the Adult Education Office.

H. Involuntary.

Involuntary transfers will be made by the Board in case of emergency or to prevent undue disruption of the instructional program. The Association and teacher will be notified when such transfers are made and the reasons for the transfer will be given.

I. Voluntary.

Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy will be filed with the Association. The application will set forth the reasons for the transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

J. The Association and applicant shall receive notice of the outcome for transfers.

K. The Board will notify the Association when administrative posts are available.

ARTICLE IX

JOB INCURRED INJURIES

Workmen's Compensation Insurance will cover job incurred injuries after the seventy (7th) day work is missed back to the first day work is missed due to injury. No teacher will lose leave due to a job incurred injury covered under Workmen's Compensation Insurance. If less than seven (7) work days are missed, the Board will pay the teacher's daily wage without loss of leave. All injuries must be submitted immediately and report filed with the Workmen's Compensation Insurance Carrier.

ARTICLE X

LEAVES

A. First year teachers, after teaching one (1) session day, may be granted five (5) leave days allowance. At the beginning of the second semester, they will be granted an additional five (5) leave days. All previously employed staff will receive the full ten (10) days' allowance at the beginning of the school year. Teachers will accumulate unused leave days from year to year. Unused leave days accumulated as of June 15, 1966, and thereafter, will remain in force. Unused leave days will be posted on teachers' bi-weekly paychecks.

- B. Leaves chargeable against accumulated leave time unless otherwise specified:
1. Personal illness.
 2. Funeral of non-relative, minimum one-half (1/2) day per occurrence, maximum one (1) day per year.
 3. (a) Business day shall be used for medical or dental reasons where the teacher's presence is required and it cannot be scheduled on a day other than a teacher's work day.
(b) The Superintendent will grant a teacher time off providing a written request specifying the general reason is received three (3) school days in advance by the principal, except in emergencies, when a shorter notice will be acceptable.
 4. A maximum of five (5) days per year may be used for:
 - (a) A serious illness which might be terminal of an immediate family member. Specifically, husband, wife, sister, brother, mother, father, son, daughter, grandparent, or in-laws of the same relationship.
 - (b) Bereavement of an in-law as specified above in (4a).
 5. When school is called off because of ice, snow, mud days, or other acts of God, a teacher may remain home if he feels conditions are unsafe for him to report to work. In this instance, the teacher is responsible for reporting his decision to his building principal. In this instance, a teacher will lose a leave day and will not be docked in salary unless the teacher has used his accumulated leave days. In the event that the Board feels that all teachers are not to report, they will receive official notification via the Fan-out system. Principals in all buildings will follow the same procedure.
 6. A teacher must file a written request for leave of absence, when his accumulated leave days are used and he has had thirty (30) unpaid days of absence. This request will

be made for sickness or injury and may be granted for the remainder of the teacher contractual year.

C. Leaves with pay not to be charged against the teacher's accumulation of leave time:

1. A maximum of five (5) days in each instance in the case of death of husband, wife, sister, brother, mother, father, son, daughter, or grandparent.

2. In the case of a necessary extension of bereavement or terminal illness due to weather or travel emergency, the teacher shall be reimbursed the difference between his regular daily rate and a substitute's daily rate. No deduction from sick leave will be made under this section.

3. Legal or professional reasons where the teacher's presence is required and it cannot be scheduled on a day other than a teacher's work day.

(a) Teachers shall deliver a written request specifying the general reason three (3) days in advance to the principal.

(b) Tenure teachers will have two (2) days per year non-accumulative.

(c) Non-tenure teachers will have one (1) day per school year non-accumulative.

(d) Not more than two (2%) percent of the total teaching staff will be excused on a given day and the date the request is received by the Superintendent shall determine priority.

(e) A day will be granted for selective service physicals without loss of pay or leave time.

D. Leaves of absence without pay that may be granted by the Board of Education. Written applications must be made to the Board:

1. Educational improvement.

2. Study, research, or special teaching assignments.

3. Maternity leaves:

- (a) Teachers will automatically be placed on maternity leave after the seventh (7th) month of pregnancy unless it is mutually agreed between the employer and the employee to work beyond this date.
- (b) A teacher must report such pregnancy to her principal upon first knowledge, and will further be required to furnish from her doctor a statement indicating her ability to continue work and the expected date of delivery.
- (c) Teachers who have nine (9) months of service with the employer will be eligible for maternity leave. Persons with less than nine (9) months of consecutive employment may be granted leave by the Board.
- (d) All teachers granted leave will be notified in writing by the Board.
- (e) Leaves will extend through the six (6) week post natal examination.
- (f) Teachers not granted leave under this Article will be considered a voluntary resignation.

4. To serve in public office, time to campaign for state or national public office.

5. Health or illness.

E. Leaves of absence that may be granted by the Board with pay:

- 1. Exchange teacher programs.

F. Leave days that will be granted by the Board without pay:

- 1. Three (3) leave days per teacher's contractual year will be granted by the Board at the teacher's discretion, provided:

- (a) that the leave days shall not be taken immediately prior to or after a school holiday.
- (b) that the teacher's immediate supervisor shall have one (1) day's prior notification.

(c) that the total number of requests shall not exceed two (2%) percent of the total teaching staff for any given day.

2. The per diem deduction under this section shall be determined as set forth in Article IV, D.

G. A leave of absence shall be granted a teacher called for jury service, provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis as set forth in this contract and the daily jury duty fee paid by the court, and provided further, that the Board shall only be obligated to pay said difference when the teacher cooperates with the administration in seeking to be excused from such service.

H. If a teacher is subpoenaed as a witness for an incident not involving or related to the Holly Schools, he may be granted leave. A teacher may not receive more than his per diem rate, including any pay received as a witness.

ARTICLE XI

TEACHER EVALUATION

A. The Board and Association recognize that evaluation of teacher performance is necessary and that teacher evaluation is the responsibility of the Administration. Evaluation procedures shall be reviewed with new teachers during orientation.

B. Formal evaluation shall be in writing and shall be signed and dated by the teacher and evaluator. Written verification of informal evaluations shall be in writing and shall be signed and dated by the teacher and evaluator.

C. Each written evaluation shall include at least one (1) observation of approximately twenty-five (25) minutes. All monitoring or observation of performance of a teacher shall be conducted openly and with the full knowledge of the teacher.

D. Probationary teachers shall receive an informal evaluation during the first ten (10) weeks of their employment. Probationary teachers shall receive two (2) formal written evaluations during each full year of employment. One (1) shall occur during the first semester and the second not later than seventy-five (75) calendar days prior to the end of the school year.

E. Tenure teachers shall receive at least one (1) formal written evaluation during each full school year of employment.

F. The teacher shall have a conference regarding the formal written evaluation with the person making the observation. At this conference the teacher shall receive a written copy of the evaluation, and, in the event the teacher feels his evaluation is incomplete or unjust, he may put his objections in writing and have them attached to his evaluation to be placed in his personnel file.

G. Teachers can review their own personnel file in the presence of an administrator. The teacher may request a representative of the Association to be present at such review. Confidential credentials shall be excluded from review.

ARTICLE XII

TEACHER PROTECTION

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

ARTICLE XIII

COMPULSORY RETIREMENT

A. Retirement shall be mandatory the contractual year in which a teacher reaches sixty-five (65) years of age; or qualifies for retirement benefits because of total or permanent disability; or during the summer of that same year. (Effective the school year 1973-74).

B. The adoption of this mandatory retirement section makes it necessary to require that all teachers submit a valid record of their date of birth upon request. This section can be amended

only by action of the Board and agreement by the Association.

ARTICLE XIV

REIMBURSEMENT FOR ADVANCED WORK

Reimbursements for advanced work leading to a master's degree and twenty (20) hours beyond.

A. For work after the hours required for permanent certification beyond the bachelor's degree to the thirtieth (30th) hour, Thirty-five (\$35.00) Dollars per semester hour will be paid. When the master's degree is received, the teacher will be placed on the step of the salary schedule of the master's degree schedule that is in keeping with the terms of this contract. For twenty (20) hours beyond the master's degree, teachers will be reimbursed at the rate of Thirty-five (\$35.00) Dollars per semester hour.

B. Courses not leading to a degree must have prior approval from the Board to receive reimbursement.

C. Term hours shall be considered under this Article as being equivalent to Two-thirds (2/3rds) of a semester hour.

D. Requests for pay for advanced work must be submitted by September 1st of the contract year.

E. Monetary reimbursements made by the Board under this Article shall be added to the succeeding contracts.

ARTICLE XV LONGEVITY CLAUSE

Beginning with the teacher's twenty-sixth (26th) year of teaching in the Holly Area Schools and continuing through the thirtieth (30th) year, a teacher will be paid one hundred (\$100.00) dollars per year in addition to the amount indicated by the salary schedule.

Example:

Holly Experience	Additional Added to the Salary Schedule
26th year	\$100
27th year	100
28th year	100
29th year	100
30th year	100
After 30 years	-0-

ARTICLE XVI

GRIEVANCE PROCEDURE

A. Definition:

1. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance or the Association.
3. Faculty personnel may present any grievance with the full assurance that such presentation will in no way prejudice their standing or status with the school system.
4. The term "days" when used in this Article shall mean school days, during the school year and calendar days during the summer recess, except where otherwise indicated. Excluding Saturdays, Sundays and Legal Holidays.
5. The Board may designate a representative, other than those specified to handle grievances at any step of this procedure.
6. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article, providing the provisions of this Agreement have

been complied with:

- (a) The termination of services or failure to re-employ any probationary employee.
- (b) The placing of a non-tenure teacher on a third year of probation.
- (c) Any claim or complaint for which there is another remedial procedure of forum established by law or by regulation having the force of law, specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Edition, of 1937 of Michigan, as amended).

B. Procedure:

1. A teacher who feels he has a grievance must take the matter up verbally with the principal or request that the Association discuss the grievance with the teacher's principal, within five (5) school days following the act or condition which is the basis of his grievance or first knowledge thereof, who will attempt to resolve it with him. Upon written request of the individual teacher and/or the Association a grievance affecting teachers on a system-wide basis may, at the discretion of the Superintendent, be processed initially at his level.
2. If this fails to resolve the grievance, the teacher and/or the Association shall reduce the grievance to writing and present it to his principal within ten (10) school days following the act or condition which is the basis of his grievance specifying the violation and relief sought.
3. Within five (5) school days of receipt of the written grievance the principal shall arrange a conference with the view of satisfactorily resolving the grievance. If the teacher or the Association does not appear at such conference said grievance shall be considered settled.
4. Within three (3) school days after such conference the principal shall answer such grievance in writing. If the grievance is not appealed from the written answer within

three (3) school days after receipt of such answer, the Principal's decision will be final.

5. If the principal does not arrange a conference as provided in Section 3, or answer said grievance as provided in Section 4, the grievance may be appealed to the next step within the time limits provided.

6. If the teacher does not accept the principal's written answer, the grievance may be appealed to the Superintendent by sending such notice in writing to him within three (3) school days from the date of the Principal's written decision.

7. Within five (5) school days of receipt of the written appeal the Superintendent shall arrange a conference with a view of satisfactorily resolving the grievance. If the teacher or the Association does not appear at such a conference said grievance will be considered settled.

8. Within three (3) school days after such conference the Superintendent shall answer such grievance in writing. If the grievance is not appealed from the written answer within three (3) school days from receipt of such answer, the Superintendent's decision will be final.

9. If the Superintendent does not arrange a conference as provided in Section 7, or answer said grievance as provided in Section 8, the grievance may be appealed to the next step.

10. If the decision of the Superintendent is unsatisfactory, the Association may request advisory arbitration or proceed to Section 11.

(a) Two members of the Advisory Board shall be appointed by the Board and two by the Association. A fifth member, who shall be the Chairman, shall be selected by the four thus appointed. No member of the Advisory Board shall be a member of the Board or an employee of the School District. Such members must be registered voters in the Holly Area School District.

(b) The Advisory Board shall be asked to make recommendations for settlement as soon as possible. The Advisory Board shall determine its own procedure. Recommendations shall be communicated in writing, to both the Board and the Association, within fourteen (14) days from the date of such decision.

(c) Any expense which may be incurred in jointly securing and utilizing the services of any individual, committee or Advisory Board shall be shared equally by the Board and the Association.

(d) Expenses incurred individually by either organization must be assumed by that organization.

11. If a teacher is not satisfied with the disposition of the grievance by the Advisory Board, the grievance may be transmitted to the Board of Education by filing a written copy thereof with the Secretary or other designee of the Board within three (3) school days of the Advisory Board's recommendation. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be most convenient to the Board, may hold a hearing on the grievance, review such grievance in Executive Session, or give such consideration as it shall deem appropriate. Disposition shall be furnished to the teacher and the Association within five (5) school days of such meeting.

12. If the grievance is unresolved in Section 10 or Section 11, the Association, the aggrieved, or the Board shall be free to follow the course of action provided by law.

C. Miscellaneous Items:

1. The outcome of all decisions shall be in writing. Copies of all decisions shall be filed by both the Board and the Association for future reference.

2. Grievances may be dropped at any step of the grievance procedure by the aggrieved.

3. No reprisals shall be taken by the Association or the Board, regardless of the outcome of the grievance.

4. The Board may process a grievance with the Association President who will have five (5) school days in which to respond and if not satisfactorily resolved, the Board may appeal the decision to the Advisory Board as provided in Section B., 10 of this Article.

ARTICLE XVII

STRIKE PROHIBITION

The Association will not engage in or encourage strike action of any type during the life of this Agreement.

ARTICLE XVIII

SUPERCEDENCE OF POLICY

This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. (It shall likewise supercede any contrary or inconsistent terms contained in any individual teacher's contract heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement). The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XIX

INSURANCE BENEFITS

The Board shall provide complete health care protection for a full twelve (12) month period for the employees' entire family (equal to MESSA Super-Med 1) or Two-Hundred Fifty (\$250.00) dollars in three (3) insurance options.

ARTICLE XX

HEALTH EXAMINATIONS

The Board may exercise the prerogative of requiring of any staff member health and/or psychiatric examinations, cost of all examinations required by the Board shall be paid by the Board. Teachers shall be required as a condition of employment to meet the statutory obligation of the tuberculin test before the beginning of the contractual year. Proof of the tuberculin test shall be presented to the Board of Education office before the first payroll check is issued to the teacher in September. The cost is to be paid by the Board, the physician to be designated by the Board.

ARTICLE XXI

MILEAGE ALLOWANCE

Mileage allowance for authorized trips by school personnel will be eleven (11¢) cents per mile.

ARTICLE XXII

SMOKING IN BUILDINGS

Recognizing that buildings must designate smoking areas, the Association and the Board agree that during the time students are in the building, smoking will be permitted in teacher lounges only, or other designated areas approved by building policy.

ARTICLE XXIII

TEACHER ILLNESS AND SUBSTITUTES

A. The administration will designate a person or persons to hire substitutes. Teachers are to report illness to the person designated for hiring substitutes on the following schedule:

Secondary teachers	6:30-7:00 A.M.
Elementary teachers	7:00-7:30 A.M.

B. Teachers who become ill after classes are in session are to report their illness immediately to the building principal's office, where arrangements will be made for a substitute. If the teacher is unable to remain in the classroom until a substitute arrives, it will be necessary to assign another teacher to the room or make other emergency arrangements.

C. Teachers are requested to make a second call to the building principal's office, after school is in session, stating their reason for absence. At this time, or during the same day, the principal may request the teacher to submit a doctor's certificate indicating the reason for illness, the duration of illness, and his medical opinion of the teacher's ability to return to work in full capacity. The Association will be notified of such requests. The intent of this Article is to prevent frequent, protracted, or flagrant violation of the sick leave clause.

D. The Board will hire substitutes for teacher aides when the teacher responsible for the aide absent requests a substitute and provided further that an aide qualified by the administration is available.

E. Substitutes for special teacher, i.e., art, music, special education, physical education, will be hired when the teacher is absent, providing that administratively qualified substitutes are available.

ARTICLE XXIV

LAYOFF PROCEDURE

The purpose of this Article shall not be to change, in any way, the rights granted under the Tenure Act. The purpose of this Article is to establish a procedure to release teachers according to seniority in the event a reduction of staff becomes necessary. Tenure teachers in positions which are discontinued may be assigned to any vacancy for which they are certified to teach.

Order of release:

1. Non-degree teachers who are probationary teachers and have a special certificate.

2. Non-degree teachers who are probationary.
3. Degreed, special certificated, probationary teachers.
4. Degreed, special certificated, tenure teachers.
5. Degreed, certified, probationary teachers.
6. Degreed tenure teachers.

ARTICLE XXV

SHARED COSTS

Any costs relating to negotiations or interpretation of this contract that are mutually beneficial to both parties shall be equally shared, providing that each instance will require joint approval before incurrence of cost.

ARTICLE XXVI

BOARD RIGHTS

Subject to the provisions of this Agreement and Public Act 379 of the Public Acts of 1965 and all other laws governing the rights of the Association and Board: The Board reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

ARTICLE XXVII

TEACHER CONTRACTS

A. Issuance and return of contracts. Contracts will be issued by the Board March 1. Contracts will be returned, signed or unsigned, by March 15. If March 15 falls on a Saturday or Sunday, the due date will be the Monday following. Contracts shall be returned not later than 4:00 P.M. on the due date to the Board of Education offices. If a master agreement is not ratified by the opening of school, the terms of the settlement will be made retroactive to the first day of employment.

B. Teacher contracts will state the annual salary and teacher assignments.

C. Riders to contracts will be issued for summer school credit courses taught. The pay for these courses is to be determined by the Board, with recommendations from the Association, before June 1, preceding the starting date of the classes. Announcements of courses to be offered will be posted, and applications from qualified teachers with Holly experience will be given first consideration, providing all other factors are equal.

D. Teacher assignments will be placed on teacher contracts. The Board may change these assignments through June 15. After June 15, teachers will be consulted regarding changes in assignments. If a teacher is willing to make the requested change, the assignment will be required of the teacher with the least amount of tenure in the Holly Schools, providing that the qualifications for the assignment are equivalent.

ARTICLE XXVIII

ENERGY CRISIS

In the event the school district is forced to cancel regular school sessions, including extra curricular activities, because of an energy shortage (lack of fuel) the Board will immediately notify the Association and, upon request of the Association, the Board will enter into negotiations to reschedule such school sessions and/or extra curricular activities, and the conditions thereof.

ARTICLE XXIX

RATIFICATION

The Association agrees to submit this Agreement to the Association membership for ratification on or before September 5, 1973, and will recommend that it be ratified.

The Board agrees to review the Agreement at the first Board meeting following the Association ratification. It will recommend ratification.

ARTICLE XXX

MASTER AGREEMENT REOPENING

Upon written notice to either party sixty (60) days on or before September 2, 1974, negotiations shall be reopened for the following school year.

ARTICLE XXXI

DURATION OF AGREEMENT

This Agreement shall be in effect as of September 4, 1973, and shall continue in effect until September 2, 1974.

IN WITNESS WHEREOF the parties have executed this Agreement by their authorized representatives this day and year first mentioned above.

BOARD OF EDUCATION
HOLLY AREA SCHOOLS

HOLLY EDUCATION ASSOCIATION

President

President

Secretary

President Elect

SCHEDULE A

	<u>B. A.</u>		<u>M. A.</u>
<u>STEP</u>	<u>SALARY</u>	<u>STEP</u>	<u>SALARY</u>
0	\$ 8,350	0	\$ 8,950
1	8,750	1	9,665
2	9,150	2	10,380
3	9,550	3	11,095
4	9,950	4	11,810
5	10,600	5	12,525
6	11,300	6	13,240
7	12,000	7	13,955
8	12,700	8	14,670
9	13,400	9	15,385
10	14,100	10	16,100

1. Longevity in accordance with Article XV.
2. BA +18 to MA +20 \$35.00 (newly employed teachers 1972-73).
BA +10 to MA+20 \$35.00 (teachers employed prior to 1972-73).
3. Driver Education \$6.25 per hour classroom and road.
4. Adult Education \$7.25 per classroom hour.
(Extra Curricular Schedule B)
(Calendar & Junior High Calendar)

EXTRA CURRICULAR SALARIES
1973-74

SCHEDULE B

Category 1 - Extra Curricular - Defined as an activity wherein all work is done outside of normal school hours.

Athletics	0	1	2	3	4	5
Athletic Director Sr. High +2 free hours	1238	1281	1338	1409	1466	1524
Football						
Head Coach	1101	1139	1190	1253	1303	1354
Varsity Assistant (7)	642	664	694	731	760	790
Junior High Assistant (2) 9th grade	458	474	495	522	543	564
Basketball						
Head Coach	1101	1139	1190	1253	1303	1354
JV	642	664	694	731	760	790
9th	642	664	694	731	760	790
8th	458	474	495	522	543	564
7th	458	474	495	522	543	564
Wrestling						
Head Coach	734	759	793	835	869	903
JV	550	569	595	626	651	677
Baseball						
Head Coach	734	759	793	835	869	903
Assistant	458	474	495	522	543	564
JV	458	474	495	522	543	564
9th	458	474	495	522	543	564
Track						
Head Coach	734	759	793	835	869	903
Assistant	458	474	495	522	543	564
JV	458	474	495	522	543	564
9th	458	474	495	522	543	564
Tennis						
Head Coach	458	474	495	522	543	564
9th	367	379	396	417	434	451
Golf						
Head Coach	458	474	495	522	543	564
9th	367	379	396	417	434	451
Cross Country	458	474	495	522	543	564
Gymnastics						
9th	550	569	595	626	651	677
8th	367	379	396	417	434	451
Girls' Softball	367	379	396	417	434	451
9th	275	284	297	313	325	338
Girls' Basketball	458	474	495	522	543	564
JV	367	379	396	417	434	451
9th	367	379	396	417	434	451
Girls' Track	367	379	396	417	434	451
9th	275	284	297	313	325	338

SCHEDULE B (Page 2)

	0	1	2	3	4	5
Cheerleader						
Sr. High Football & Bsktbl.	275	284	297	313	325	338
Wrestling	183	189	198	208	217	225
Junior High	183	189	198	208	217	225
Debate	321	332	347	365	380	395
Forensics	321	332	347	365	380	395
Operetta	458	474	495	522	543	564
Band						
Operetta	183	189	198	208	217	225
Round-up	367	379	396	417	434	451
Junior High News	367	379	396	417	434	451
Tell Tale	458	474	495	522	543	564
Junior High Year Book	367	379	396	417	434	451
Safety Patrol						
Holly	275	284	297	313	325	338
Patterson	183	189	198	208	217	225
3 Act Play	458	474	495	522	543	564
1 Act Play	183	189	198	208	217	225

Extra curricular, extended programs, and clubs and activity positions are established by the Board. They are filled by members of the bargaining unit (whenever possible) and shall be compensated in accordance with Schedules B and C.

EXTENDED PROGRAMS, CLUBS AND SIMILAR ACTIVITIES

SCHEDULE C

Category 2 and 3 -

Category 2 - Extended Program - Defined as an activity wherein most or all preparation is done during school hours. Performances or work done outside of normal hours are therefore considered an extension of the regular program requiring approval of administration, as per job specification.

Category 3 - Clubs and Similar Activities - Defined as an activity generally conducted during the normal school day but which may, on special occasion, extend beyond the school day.

<u>Extended Programs</u>	<u>Max. Hrs. Without Prior Appox. of Principal</u>
Vocal Music	100
Elementary Vocal Band	Principal Discretion
Marching	20
Junior High	Principal Discretion
Elementary (each)	Principal Discretion
<u>Clubs & Similar Activities</u>	
High School Student Council	Principal Discretion
Jr. High Student Council	Principal Discretion
Senior Sponsor	50
Junior Sponsor	60
Sophomore Sponsor	50
Band	
Pep	20
Clubs	Principal Discretion
Department Heads	Principal Discretion

Category 2 and 3 will be paid \$5.50 per hour. Time sheets are to be turned in to the building principal weekly for approval.

Extra curricular, extended programs, clubs and activity positions are established by the Board. They are filled by members of the bargaining unit (whenever possible) and shall be compensated in accordance with Schedules B and C.

SCHOOL CALENDAR
1973-74

Sept. 4	Teacher Day.
Sept. 5	Teacher Day.
Sept. 6	All students except Kdg. and 9th Grade Report.
Sept. 7	First Day Kindergarten and All Students except Grades 7 and 8.
Nov. 2	First Marking Period Ends for Elementary Schools and High School.
Nov. 5	Middle School Students in Session. No School for Elementary and High School.
Nov. 22 - 23	Thanksgiving Vacation.
Nov. 30	End of 1st Trimester for Middle School.
Dec. 3	Middle School not in Session - Teacher Day.
Dec. 24 - Jan. 1 Incl.	Christmas Vacation.
Jan. 2	School Resumes.
Jan. 24	1st. Semester Ends.
Jan. 25	Middle School Students in Session. No school for Elementary and High School.
Jan. 28	2nd Semester begins for Elementary and High School.
March 7	End of 2nd Trimester for Middle School.
March 8	Middle School not in session - Teacher Day.
March 29	3rd Marking Period ends for Elementary Schools and High School.
April 1	Middle School Students in Session. No school for Elementary and High School.
April 12 - 21 Incl.	Easter Recess.
May 27	Memorial Day (No School).
June 12	Last Day for Students.
June 13	Teacher Day - No Students.
June 14 A.M. Only	Teacher Day - No Students.

181 Student Days

187.5 Teacher Days

Four (4) hours of Board time and four (4) hours of teacher time shall be scheduled by mutual agreement of the building principal and his staff during the school year for the purposes of in-service training. The subject matter of such days shall be determined by the building principal after consideration of a recommendation by the staff.

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