

4205

6/30/2000

Collective Bargaining Master Agreement

between the

**Lenawee County Education
Association, AEA, MEA/NEA**

and the

**Addison Community School
District
Addison, Michigan**

July 1, 1997 - June 30, 2000

Addison Community School

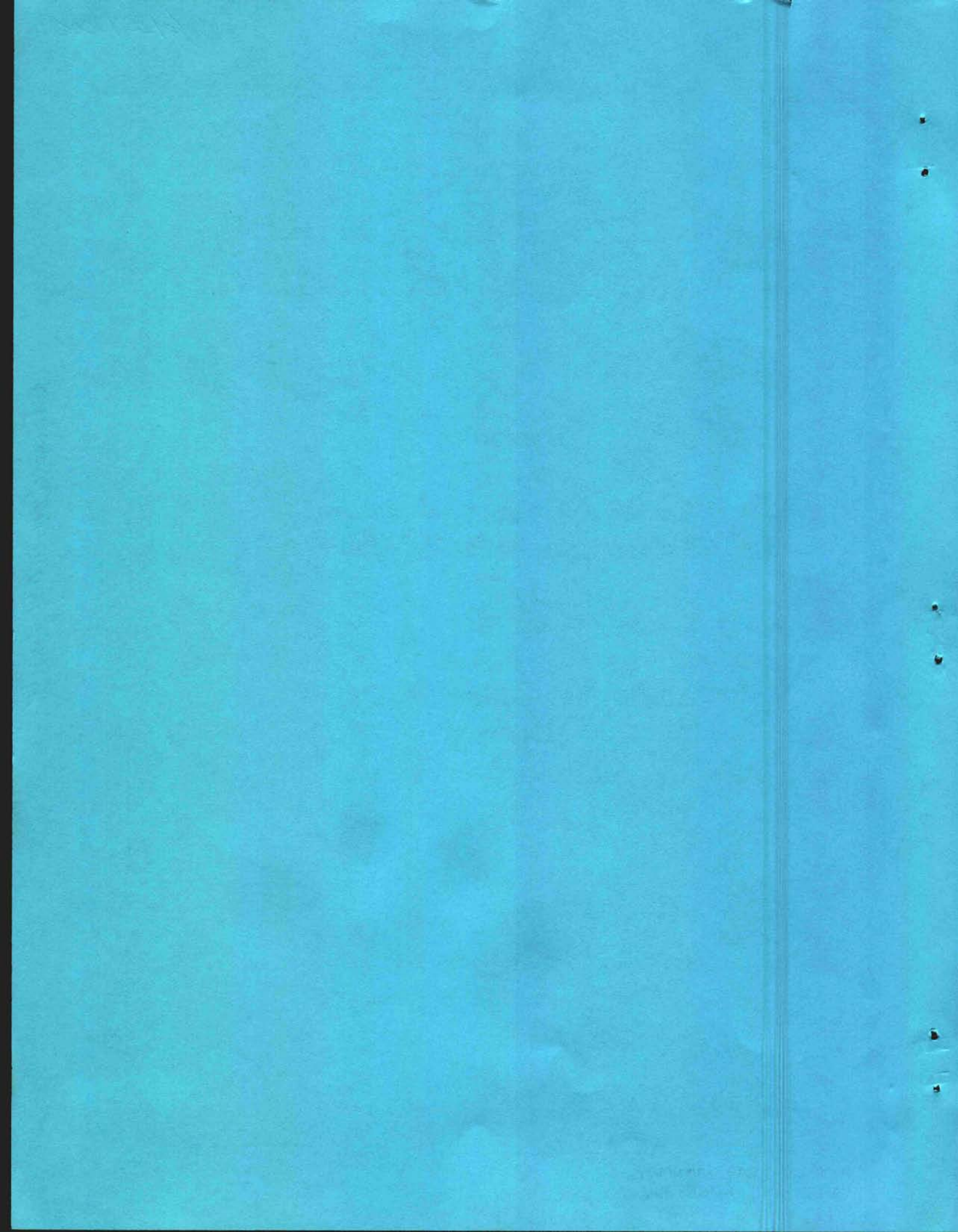


Table of Contents

	PAGE NO.
INTRODUCTION	1
ARTICLE I: Recognition	2
ARTICLE II: Board Rights	3 – 4
ARTICLE III: Association Rights	5
ARTICLE IV: Teacher Rights	6
ARTICLE V: Professional Dues and Payroll Deductions	7
ARTICLE VI: Professional Responsibility — Agency Shop	8 - 10
ARTICLE VII: Teaching Hours	11 – 14
ARTICLE VIII: Leaves of Absence without Pay	15 - 16
ARTICLE IX: Leaves with Pay	17 – 18
ARTICLE X: Teaching Conditions	19
ARTICLE XI: Professional Qualifications and Assignments	20
ARTICLE XII: Vacancies, Promotions, Transfers	21
ARTICLE XIII: Teacher Formal Evaluation and Progress	22 – 23
ARTICLE XIV: Reductions and Recall of Personnel	24 – 26
ARTICLE XV: Student Discipline	27
ARTICLE XVI: Grievance Procedure	28 – 31
ARTICLE XVII: Professional Behavior	32
ARTICLE XVIII: Professional Improvement	33
ARTICLE XIX: Continuity of Professional Services	33
ARTICLE XX: School Improvement	34
ARTICLE XXI: Least Restrictive Environment/ Medically Fragile	35 – 36
ARTICLE XXII: Early Retirement Incentive	37 – 38
ARTICLE XXIII: Miscellaneous Provisions	39

ARTICLE XXIV: Master/Mentor Teacher	40
ARTICLE XXV: Public School Academies	40
ARTICLE XXVI: Employee Purchase or Re-Payment of Retirement Service Credit	41
DURATION OF AGREEMENT	42
SALARY SCHEDULE: 1997-1998	43
1998-1999	44
1999-2000	45
SCHEDULE B: Extra Curricular	46
SCHEDULE C: Athletic Salary	47
SCHEDULE D: Fringe Benefit Coverage	48 - 49
APPENDIX A: Retirement Acknowledge & Release	50 - 51
APPENDIX B: Grievance Form	52 - 53
APPENDIX C: Payroll Resolution	54
APPENDIX D: Election of Retirement and Universal Service Credit Benefits	55
APPENDIX E: School Calendars for 1997-98, 1998-99, 1999-00	56 - 58
LETTER OF UNDERSTANDING	59

A Collective Bargaining Master Agreement
between the
Lenawee County Education Association, AEA, MEA/NEA
and the
Addison Community School District, of Addison, Michigan

This Agreement, entered into July 1, 1997, and between the Lenawee County Education Association, AEA, MEA/NEA, hereinafter called the "Association", and the Addison Community School District, of Addison, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

WITNESSETH

Whereas, the Board of Education 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.

The parties, following deliberate negotiations, have reached certain understandings which they desire to confirm and memorialize in the agreement.

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

ARTICLE I: Recognition

- A. Pursuant to Act 379, Public Acts of 1965, as amended, the District hereby recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the agreement for Addison Community School teachers, including all regular full-time and regular part-time teaching personnel employed under annual contracts, including personnel on tenure or probation, guidance personnel and certified librarians employed by the Addison Community School District Board of Education, but excluding full or part-time supervisory, executive or administrative personnel, business manager, athletic director, Title I director, curriculum coordinator, adult education program personnel, school nurse, special education coordinator, C.E.T.A. employees, reading director, substitute teachers, per diem appointments, aides and paraprofessionals, teachers in programs which are not part of the regular school year (including summer school, noon period supervisors and/or recreation personnel, office and clerical employees, custodial employees and all other employees of the Board or any other employer).

A bargaining unit position which becomes vacant due to separation, termination, retirement or death of an employee, and which the District intends to fill, will be posted and filled with a bargaining unit member. If there is no certified and qualified applicant for the position, the District may fill the position with a substitute and continue to advertise for a regular employee.

- B. The Association shall also be the exclusive bargaining representative for certified teaching personnel on leave (approved under the terms of this contract) from a teaching position in the Addison School System provided said teacher has paid his or her Association dues on a continuing basis.
- C. The term "Teacher" when used hereinafter in this agreement shall refer only to Addison Community School employees represented by the Addison Education Association, MEA/NEA and employed by the Addison Community Schools.
- D. The term "Board" shall include its officers and agents.

ARTICLE II: Board Rights

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and to direct the working forces and affairs of the entire school system within the boundaries of the school district of Addison.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
 3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, lay off, and discharge employees, transfer employees, determine the size of the work force.
 4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation.
 5. Determine the qualifications of its employees.
 6. Determine the policy affecting the selection of employees.
 7. The Board shall continue to have the right to establish, modify, or change any condition except those covered by the specific provisions of this agreement.
- B. The Board reserves unto itself the right to determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, or other facilities.
- C. The Board reserves unto itself the right to determine the district's financial policies including all accounting procedures, and all matters pertaining to public relations. The Board reserves unto itself the right to determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

- D. In meeting such responsibilities the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees.
- E. The listing of specific Board Rights in this Agreement is not intended to be, nor shall be restrictive of, or a waiver of, any rights of the Board not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- F. The rights of the Board shall not be exercised in violation of this Agreement.

ARTICLE III: Association Rights

- A. The Association has the right to use school buildings at reasonable hours for meetings of its members provided that such use does not conflict with previously scheduled meetings or activities and provided that when custodial service is required the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms before 7:45 a.m. nor until 6:00 p.m. on regularly scheduled school days, and any request for use at another time shall be submitted in writing to the superintendent's office no later than five school days in advance of requested date of use, and shall be subject to a charge therefore.
- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property. No class shall be interrupted to conduct Association business and students shall not be used to conduct Association business. If conducting business during the contract day (See ARTICLE VII, Section A & B) in a building other than the one in which he teaches, the representative shall secure the permission of the principal of the building in which the business is to be transacted.
- C. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and for the repair of any damage that may result from such use.
- D. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards. The Association may use the district mail service and teacher mail boxes for communication to teachers.
- E. The Board agrees to furnish the Association, in response to reasonable requests, during regular office hours, information available to the residents of the school district concerning the financial resources of the district.
- F. Where time permits, the administration will discuss with the department(s) affected proposed changes in educational policy on which Board action is to be requested prior to submission to the Board. The Board will consider suggestions submitted by the Association with respect to education matters over which teachers have a special expertise by virtue of their training.
- G. The Board agrees to furnish the Association with five (5) paid leave days each year for the use of Association officers or other members as designated by the Association President. The use of these association days will be for the purpose of conducting Association business, and requires three (3) days advance notice to the superintendent. The Association agrees to pay for the cost of the substitute.

ARTICLE IV: Teacher Rights

- A. The Board and the Association recognize that the laws of the State of Michigan, the Constitution of the State of Michigan and/or the United States confer certain rights to which all teachers are entitled and the provisions of this agreement shall not infringe on the same.
- B. All communications from students obtained in confidence by a teacher in the course of his professional duties need not, except with the consent of said teacher or student, be disclosed to anyone, including but not limited to any school administrator, parent or guardian, unless said disclosure has been determined to be required by law.
- C. The teacher shall be entitled to full rights of citizenship and no religious or political activities outside the classroom of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, except when such activities shall interfere with effective teaching or bring discredit upon the Addison Community Schools.
- D. All teachers covered under this agreement who participate in the production of tapes, publications or other produced educational material shall retain residual rights should they be copyrighted or sold by the district.
- E. The Board shall be required to give notice to a teacher of a complaint against the teacher by a parent or student and discuss the complaint with the teacher if the complaint is to be placed in the teacher's personal file.
- F. The Board agrees that all personnel file materials shall not be shown to or released to third parties absent written consent of the employee or as required by law. The Board further agrees that, in the event a request is made by a third party for any such materials, the Board shall promptly notify the employee and the Association, and agrees that it shall deny the request and shall assert on behalf of the employee all applicable Freedom of Information Act exemptions.
- G. If the Board receives a Freedom of Information Act request for employee material, the Board will immediately notify the employee and the Association of the request. The employee and Association representatives will meet with the Board's designee(s) to review the Board's proposed response to the request. In order to allow the employee and Association to seek legal relief, the Board will delay granting the request to the extent permitted by law. Consideration shall be given to the employee's privacy interests and all available Freedom of Information Act exemptions to compelled disclosures.
- H. Before a teacher's room assignment is changed and a move accomplished the teacher shall be provided written notice at least two (2) weeks prior to the move. Each teacher shall maintain with the Board a written inventory of personal items in the room. Any change in duties affecting a teacher will be preceded by at least two (2) weeks advance notice except in emergencies.

ARTICLE V: Professional Dues and Payroll Deductions

- A. 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 membership dues in the Association, including the MEA and the NEA. Such authorization shall continue in effect from year to year unless revoked in writing by the teacher originally authorizing the deduction. 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.
- B. With respect to all sums deducted by the Board, pursuant to authorization by the employee, the Board agrees promptly to remit to the Association that portion allocated to the Association and to remit the balance for both the MEA and the NEA to the Michigan Education Association, 1216 Kendale Boulevard, P. O. Box 2573, East Lansing, Michigan 48826-2573.
- C. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- D. As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board, each individual school board member, and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability, including back pay, and all court or administrative agency costs or attorney fees that may arise out of, or by reason of, action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues.

ARTICLE VI: Professional Responsibility — Agency Shop

- A. Membership in the Association is not compulsory. Teachers have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against a teacher as regards such matters.
- B. Except as provided elsewhere herein, all full time teachers in the bargaining unit shall, on or before the thirty-first (31st) day following the beginning of the school year, beginning of their employment, or the execution of the collective bargaining agreement, whichever is later, as a condition of employment either:
1. Become members of the Association; or
 2. Pay as a service charge to the Association an amount established by the Association not in excess of the maximum permitted under the law, provided, however, that such service charge may be authorized by payroll deduction in accordance with Article V.
 3. The athletic director shall not be required to join the Association; however, he/she will be required to pay a prorated service fee for each academic class he/she teaches. The fee shall be based upon the following percentages. 0 - 25% academic time = 25% service fee; 26 - 50% = 50%; 51 - 75% = 75%; 76% + = 100%.
- C. Exceptions to Section "B" above shall be:
1. Temporary, part-time, or specially-certified teachers shall not be required to join the Association or pay a service charge thereto.
 2. Full-time teachers hired during the school year shall be required, as a condition of employment, to tender (through direct payment or deduction authorization) only a pro rata amount of the membership dues or service charge. Such prorum shall be based on a maximum of ten (10) months (school year) and the number of months remaining in the school year. Within a month, it is the majority of days left that shall govern.
- D. In the event that a full-time teacher covered by Section "B" above does not join the Association or tender his service charge to the Association, either directly or through a voluntary deduction authorization, as provided in Section "F" below, by the sixtieth (60) day as required, the Board will begin payroll deduction of the dues/service fee upon the written request to the Board by the Association, providing the Association has complied with the following:

1. Fulfillment of the requirements of Section "B" and "C" in this ARTICLE VI.
 2. Fulfillment of its fiduciary obligations by sending written notice to the full-time teacher that he has an obligation to tender dues or service charge, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of this notice shall be sent to the Board.
 3. Fulfillment of its responsibilities by sending written notice to the full-time teacher (copy to the Board) that he has not fulfilled his obligations by the requisite date or reasonable period of time thereafter, and that a request for payroll deduction of the dues/service charge is being made to the Board.
 4. By stating in the request for payroll deduction of the dues/service charge that such request is in conformance with the Provisions of this ARTICLE VI that the teacher has not complied with his obligations; that it is an official request of the Association, and that the "save harmless" clause, set forth as Section J below, shall be put into effect.
- E. In the event a full-time teacher does not tender his payment of dues or service charge directly to the Association, he may execute a written authorization to the Board for deduction from his pay. Such written authorization must be voluntary and shall continue in effect from year to year unless revoked in writing between June 1 and September 15 of any year. The deductions permitted under the authorization shall be:
1. Association member — the regular and equal amount of Association dues and fees, including the MEA and the NEA, and the Addison Education Association, but excluding fines, assessments, etc.
 2. Non-members — the service charge as defined in ARTICLE VI, B. 2.
- F. The procedure for deductions shall be:
1. Within ten (10) days after the beginning of the school year, the Association shall certify to the Board, in writing, the current rate of Association dues, and fees, and also the MEA and NEA dues, and the service charge amount per employee.
 2. Deductions shall be made in ten (10) equal installments as explained in ARTICLE V of this agreement.
 3. It shall be the responsibility of the Association to verify that the Board has received the proper assignments for deductions for Association membership or service charge from each full-time teacher, and to supply a list of such teachers as it finds have not made such assignments for those deductions.

- G. If any court of competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State law, or that it is in conflict with any Federal or State laws of if the state legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this ARTICLE VI does not conform with or to), this ARTICLE VI shall be null and void except as to existing obligations incurred by the Association under ARTICLE VI, H.
- H. As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board, each individual school board member, and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs or attorney fees that may arise out of, or by reason of action taken by the Board pursuant to this ARTICLE VI.

ARTICLE VII: Teaching Hours

- A. Except as provided in Section E of this Article: Teachers shall be in their classroom or in the halls outside their classroom and shall be responsible for the supervision of their students for the ten (10) minutes immediately before classes are scheduled to begin in the morning and shall be permitted to leave ten (10) minutes after the close of the pupils' regular school day. Teachers are encouraged, and the Association shall support the principle, that its members shall remain for a sufficient period after the close of the pupils' school day to attend to these matters which properly require attention at that time, including consultation with parents that have been scheduled previously, except that on Friday or the day preceding a vacation, the teachers' day shall end at the close of the pupil's day.
- B. When a teacher will be absent from the building in which he teaches during the contract day (See "A" above), he will check in advance at the office with his principal. In the principal's absence, he will let the secretary know where he can be contacted, if needed.
- C. The parties mutually agree and understand that continuing flexibility with respect to arrangement of teaching periods, preparation periods, and the daily or weekly schedule is necessary for progress and education. The parties further mutually agreed that the assignment of teaching periods and time of preparation periods and the remainder of the daily and weekly schedule shall be and remain the exclusive prerogative of the Board.
- D. The parties agree to the practical importance of the county-wide school calendar because of the number of cooperative efforts among the constituent school districts; such as vocational training and special education. It is also agreed, however, that the Board shall consult with the Association to present its views during the period in which the county-wide calendar is being discussed and that the Board and the Association will consider suggestions made by either party as to calendar items that may be accomplished without interference with the county-wide calendar.
- E. Teachers shall be expected to attend all general building meetings called by the building principal in accordance with the provisions set forth below and to attend all system-wide meetings or meetings called by the superintendent or program coordinator and evening meetings with the public as provided below. Specific provisions as to these types of meetings shall not preclude or affect appropriate attendance at departmental or committee meetings involving smaller numbers of teachers.

1. General building meetings — At the start of each year each building principal shall reach agreement with the teachers in that building as to the day of the week (Monday, Tuesday, Wednesday, Thursday or Friday) on which normal building meetings are to be scheduled. Notice of a normal meeting shall be posted on the teachers' bulletin board no later than three school days before the meeting or the Friday of the preceding week, whichever is earlier. Emergency meetings may be held with individual notice to each teacher the preceding day provided the meeting can be held within thirty (30) minutes before or after the student day. All building meetings shall have as an objective that they will be no more than one (1) hours in length.
 2. System wide meetings or other meetings involving release time for the students and held during normal school hours shall be without limit.
 3. Evening meetings that generally may be expected to involve the entire faculty and parents or other members of the general public shall not exceed three per semester without prior agreement of the Association or that number of the teachers who are directly involved and shall be scheduled no less than four (4) weeks in advance in the cases of open house, high school registration and parent-teacher conferences.
 4. All high school teachers will be encouraged to attend at least two (2) non-athletic student events during the school year. Examples of such events shall include but not be limited to graduation, honors night, band and choral concerts and drama club play.
- F. The Board and the Association agree that some supervisory responsibility over pupil conduct shared among teachers in a building on an equitable basis is necessary, particularly during the lunch periods inside the buildings. The parties further agree that in the high school building the need shall be defined as that number of teachers required to man five duty areas for the first half of the lunch period and a like number for the second half of the lunch period — a total of ten "teacher-half-periods" in any day. Similarly, for the Middle School, six "teacher-half-periods" are required, and two "teacher-half-periods" for the elementary school are needed. The required number of "teacher-half-periods" shall be filled in the following manner:
1. First, by hiring volunteers from among the teachers in the high school, middle school or elementary school, as the case may be, who shall agree to serve on each regularly-scheduled school day during the school year on which lunch is provided in the cafeteria for added reimbursement at the rate of \$12.83 per hour for 1997-98; \$13.22 per hour for 1998-99; and \$13.62 per hour for 1999-2000 multiplied by the actual portion of an hour served; such volunteers may be discharged if in the judgment of the administration the volunteer does not satisfactorily fulfill his responsibilities and such discharge shall not be the basis for a grievance.

2. Second, filling any remaining teacher half-periods shall be by assignment of the least senior non-volunteering teacher. Non-volunteering teachers shall be paid at the same rate as teachers who volunteer.
 3. In the event there are more volunteers than the number of required "teacher-half-periods" to be filled, the building principal and the building representative designated by the Association shall determine which of the volunteers are to be selected. Seniority in position shall be the determining factor.
 4. The Association agrees to cooperate on an emergency basis to fill temporarily vacant duty position caused by the absence of a teacher designated for duty under (1) or (2) above in the event that position cannot be filled properly by the substitute hired to fill the absent teacher's classroom duties.
- G. With the exception of duty as provided in the foregoing Item E of this Article, teachers shall be entitled to a duty-free uninterrupted lunch period of no less than thirty (30) minutes in the case of secondary teachers, and forty-five (45) minutes in the case of elementary teachers.
- H. Teachers in the high school building shall be guaranteed five preparation periods per week. Assignment to a supervised study period shall not be considered a preparation period. Elementary and middle school teachers shall be granted a weekly equivalent amount of non-student supervisory time at a minimum equal to that received by the high school teachers.
- I. Whenever an elementary teacher's total class is scheduled to receive special instruction and said special instructor has reported absent for the entire day, or has scheduled a business day of one-half day or more, the Board shall furnish a substitute other than the regular teacher. It is agreed, however, that if the class cannot receive special instruction on a particular day for reasons other than the absence for the entire day of the special instructor (such as a conflict caused by a schedule change in the high school for that particular day), the regular teacher shall take the class and it shall not be necessary to furnish a substitute to serve for less than a full day. Loss of prep time, due to absence of the regular teacher, shall be paid at the following rates: \$12.83 per hour for 1997-98; \$13.22 per hour for 1998-99, and \$13.62 per hour for 1999-2000.
- J. The regular teacher shall not be required to remain in the classroom while students are receiving special instruction except during the initial organization of the class.

- K. The number of student instruction and contracted work days (including four one-half days of student instruction each year) shall be:

<u>YEAR</u>	<u>STUDENT INSTRUCTION</u>	<u>TEACHER WORK DAYS</u>
1997-1998	181	185
1998-1999	181	185
1999-2000	182	186

Four one-half days of student instruction will be provided on the following days:

- The fall parent-teacher conference
- The Wednesday before Thanksgiving
- The last scheduled day of student instruction prior to the start of the East vacation
- The last day of student instruction

Except as required by the above information, and otherwise as may be mutually agreed upon by the parties, the County Calendar for school years 1997-98, 1998-99, and 1999-2000 shall be the calendar for Addison Community Schools (including the first contracted teacher work day and the first day of student instruction). The County Calendars are attached to this Agreement as Appendices F, G and H.

ARTICLE VIII: Leaves of Absence Without Pay

- A. Leaves of absence without pay (including child care and adoptive leaves) may be granted to a teacher for the following enumerated reasons and conditions listed hereunder upon the written request of the teacher to the Board of Education. These leaves of absence will be granted or renewed at the sole discretion of the Board of Education who reserves the right to specify the beginning and terminating dates of the leave of absence to correspond as nearly as possible with beginning or ending of a school term or marking period to maintain continuity of the student-teacher relationship. Each request for an unpaid leave of absence will be considered on its individual merits. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board as to whether such leave shall be granted is final. Additional provisions with respect to Sabbatical Leaves are set forth later in this ARTICLE VIII.
- B. The following conditions shall apply concerning the replacement teacher and the rights of the teacher granted a leave of absence.
1. The Board shall normally replace a teacher granted a leave of absence under this ARTICLE VIII with a temporary employee. Qualified and certified laid off teachers will be given first option for the position, if opened.
 2. The Association agrees that such temporary employee shall not be represented by the Association in the event he or she chooses to challenge the termination of his or her employment.
 3. A teacher on leave of absence without pay shall not advance in the salary schedule or accrue other benefits established for teachers who are performing their normal classroom assignments under this agreement.
 4. A teacher returning from a leave of absence shall be assigned to the same position from which the leave was granted provided that position has not been eliminated by action such as a reduction in staff or similar reason. If the position has been eliminated, the teacher shall be returned to a position for which he/she is certified and qualified and which their seniority will allow. If no such position exists, the teacher shall be placed on layoff.
- C. If a teacher on leave accepts employment elsewhere or enters into a contract for another position without Board of Education approval, his or her leave will be automatically terminated and his or her employment will terminate.
- D. A teacher on leave shall not lose sick leave time accumulated prior to his or her leave. However, sick leave time shall not accumulate during his or her leave of absence.

- E. An eligible teacher desiring a leave of absence shall submit his or her request to the Board through the superintendent. Such request shall be submitted by the superintendent to the Board with his recommendation for action.
- F. For a teacher whose leave shall terminate at the beginning of a school year, a letter of availability must reach the superintendent no later than the preceding April 1. For any teacher whose leave shall terminate at times other than the beginning of a school year, such letter of availability must reach the superintendent no later than sixty (60) days preceding the termination date of the leave. Failure to comply with this provision shall be interpreted as a resignation of employment.
- G. Sabbatical leaves may be granted by the Board of Education in accordance with the following provisions:
1. Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for up to one (1) year, but no more frequently than once in eight year.
 2. To qualify for such sabbatical leave a teacher must hold a permanent, life, or continuing certificate.
 3. Provided there are enough people who qualify for sabbatical leaves, and apply for such leaves, the Board may grant a maximum of three (3) such leaves per year but shall not be required to grant more than one per building.

ARTICLE IX: Leaves with Pay

- A. Sick Leave Including Disabilities: At the beginning of each school year, each teacher shall be credited with ten (10) sick days sick leave allowance to be used for absences caused by illness or disability, of the teacher. The unused portion of such allowance shall be accumulative to a maximum of one hundred five (105) days. Teachers who do not use any sick days during the school year will receive a \$300.00 bonus payment at the end of the school year. Teachers using only one sick day will receive a \$100.00 bonus. No bonus will be paid if two or more sick days are used.

Upon (1) retiring from education, (2) being vested* by the Michigan Public School Employees Retirement System (MPERS) and (3) either having a minimum of twenty (20) years of service in the Addison Community Schools or being eligible for immediate monthly retirement benefits paid by the MPERS, an eligible teacher will be paid for a maximum of one-half (1/2) his/her remaining unused sick days at the current daily substitute teacher salary scale (e.g., Number of remaining sick days divided by 2 multiplied times current daily sub pay).

The Board shall furnish a written statement at the beginning of each school year setting forth the total sick leave credit of each teacher. As in the past, misrepresentation of days used under this article shall be cause for disciplinary action by the Board. No disciplinary action will be taken without a consultation between the accused teacher and the superintendent.

- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave, shall be granted a leave of absence without pay for the balance of the school year. The leave may be renewed each year upon written request by the teacher, and the teacher shall be reinstated if a position is available for which the teacher is qualified.
- C. Family Death: Each teacher shall be granted five (5) days paid leave in the case of death to the teacher's father, mother, spouse, father-in-law, mother-in-law, child, brother, or sister. A leave of three (3) days for grandparents or grandparents-in-law, grandchildren, or others living within the teacher's household for whom the teacher is responsible. Such leave shall not be deducted from accumulative sick leave. One day of paid leave, to be deducted from accumulative sick leave, may be granted at the discretion of the superintendent on an individual basis, if both business days have been taken, in the case of death of a close friend or relative not included elsewhere in this Section C.

- D. Family Illness: A maximum of five (5) days leave will be granted for illness of family members. These days will be deducted from the teacher's sick leave for family members residing in the teacher's immediate household or others living within the teacher's household for whom the teacher is responsible. In the case of serious illness of other family members residing outside the teacher's immediate household for whom the teacher has either a legal or moral responsibility to assist, family illness days will be granted however, the first day of leave will be deducted from the teacher's business days, if available.
- E. The Board shall pay the difference between benefits paid by worker's compensation and the teacher's salary for absence due to injury incurred in the course of the teacher's school duties. Such payments not to exceed ninety (90) days shall not be deducted from the teacher's sick leave.
- F. Any teacher on, or returning from sick leave may be required by the superintendent to provide a written statement by a licensed physician verifying the nature of the illness or that he is sufficiently recovered from illness to return to work.
- G. Personal Business Days: At the beginning of each school year a teacher shall be credited with two (2) personal business day (pink form). The day shall be granted upon the written request of the teacher to the superintendent no later than two (2) working days prior to the date of such leave, except in an emergency. All requests for personal business days are confidential. Personal business day shall not be granted on the last work day prior to a school recess or the first work day of school after a school recess. A maximum of 10% of the faculty from any one area (i.e., Elementary - 3, Middle School - 2, and High School - 2) may be granted a personal business day on the same date. In the event more than the maximum number of teachers from any area apply for a personal business day on the same date, the teachers who apply first shall be granted the day. Unused personal business days shall be added to the teacher's sick leave at the beginning of the next school year. The "105-day cap" on sick leave, noted in Section A, ARTICLE IX, shall not apply to these personal business days.
- H. A teacher shall not be charged a sick day or personal day if said day falls on a "snow day" as defined in ARTICLE VII.
- I. Jury Duty: A teacher called for jury duty or to give testimony before a judicial or administrative tribunal, except on behalf of the Association, shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation, provided such obligation occurs during the normal working hours and school year of the teacher.
- J. To the extent they are able, employees on paid leaves of absence will be expected to assist in maintaining the curricular continuity through the substitute.

ARTICLE X: Teaching Conditions

- A. The parties agree that the size of the individual classes shall be given careful consideration and any inequities may be remedied by the Board, in its sole discretion, if economically and educationally feasible and desirable. To the extent practicable, class sizes within a grade/subject area will be balanced within the building. Teacher aides may be provided when the elementary classroom teacher and the Board agree that existing class conditions are difficult and instruction is impaired. Teachers assigned to teach a split grade shall receive \$206 additional compensation in 1997-98; \$212 in 1998-99, and \$219 in 1999-2000.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board agrees to consider for implementation the decisions made by teachers and administrators, meeting from time to time, concerning educational tools and equipment.
- C. The Board agrees to make available in each school typing, duplicating, and stencil and mimeograph facilities to aid teachers in the preparation of instructional material. Individual teachers may request permission to use the equipment for their own preparation of instructional materials within reasonable usage of supplies and without undue interference with other demands on the equipment. "Reasonable" may vary as cost or shortages affect the availability of supplies.
- D. The Board shall provide upon teacher request:
1. A separate desk for each teacher in the district with a lockable drawer space.
 2. Closet space for each teacher to store coats, overshoes and personal articles.
 3. One copy, exclusively for each teacher's use, of each text used in each of the courses he or she is to teach. Such copy(ies) shall be ordered at the earliest possible opportunity upon the request of the teacher.
 4. Attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
- E. The Board shall make available adequate lunchroom, restroom and lavatory facilities exclusively for teacher use, and at least one room, in all future buildings, appropriately furnished which shall be reserved for use as a faculty work room. Present facilities shall remain the same unless replaced with appropriate substitute facilities.
- F. The Association may install cup dispensing vending machines in the teacher workrooms within the reasonable limits of available space. All profits to go to the student scholarship fund.
- G. Off street parking facilities as presently exist shall continue to be provided, and properly maintained and identified for staff use. The walks and steps shall be cleared of snow and ice.

ARTICLE XI: Professional Qualifications and Assignments

- A. The Board shall at all times hire only qualified teachers who meet the requirements of the Michigan Certification Code. Teachers with less than a Michigan Provisional Certificate shall be hired only in cases of absolute necessity.
- B. It is the agreement of the parties that the assignment of teachers shall continue to be the exclusive prerogative of the superintendent of schools, subject to the approval of the Board. Insofar as he can do with the staff available and in the exercise of his sole discretion, the superintendent will assign teachers whenever possible within the scope of their teaching certificate and within the scope of their major or minor fields of study.
- C. Each teacher shall be given written notice of his tentative schedule for the forthcoming school year no later than August 1. Such schedule, however, shall be subject to change as circumstances warrant, and the teacher shall be promptly notified of such schedule change.
- D. The following extra duty assignments shall not be made without the teacher's consent: athletic, summer school teaching, driver education, adult education, yearbook, student plays, cheerleading, newspaper, and student council. The Board reserves the right to hire individuals from outside the bargaining unit for extra duty assignments at compensation agreed upon between the Board and individual, so long as the position has been posted in accordance with ARTICLE XII. These extra-curricular and athletic assignments are made on a yearly basis and removal of a teacher from any of the aforementioned assignments shall be at the discretion of the Board and such action shall not be subject for a grievance.

ARTICLE XII: Vacancies, Promotions, Transfers

- A. Whenever vacancies occur, including vacancies in supervisory positions, it shall be the goal of the Board to fill such vacancies by those most qualified to assume the obligations and responsibilities of any particular position. The Board will give due weight to the professional background and attainments of all applicants. Teachers that apply for a posted position who are certified and qualified shall be given preferential consideration for that position prior to the district hiring from the outside.
- B. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this agreement prior to such transfer to supervisory or executive status.
- C. Whenever a vacancy arises, the superintendent shall cause to be posted notice of same on a teacher bulletin board, in each school building, normally used by the Association for the posting of notices for no less than one week before the position is filled.
- D. Whenever vacancies occur when regular school is not in session (as in the summer months) notification of the vacancy will be sent to teachers who leave self-addressed stamped envelopes with the District. It shall be the responsibility of individual teachers to respond on a timely basis if the teacher is to be considered for the vacancy(ies).
- E. Transfers shall be made with the full knowledge and with consultation of the teacher involved. The Board shall first attempt to make transfers on a voluntary basis with involuntary transfers being kept at a minimum. The Board shall provide written reasons for any involuntary transfer to the affected staff member, upon request.
- F. If a position is eliminated, the teacher in that position shall be able to assume the position of the least senior teacher, provided he/she is qualified and certified. A teacher displaced by such move shall, in turn, be able to assume the position of the least senior person, provided he/she is qualified and certified.

ARTICLE XIII: Teacher Formal Evaluation and Progress

- A. It shall be a major administrative responsibility to assist teachers to become oriented to the district and improve instruction through direct and ongoing observation of the teacher's work and providing written summaries of these observations together with any recommendation the administrator may have for the teacher.
- B. Probationary teachers shall be formally evaluated at least once during each year of probation. Tenured teachers shall be formally evaluated at least once every three years.
- C. The following format shall be established for formal evaluation:
1. A goal setting conference shall be held between the teacher to be evaluated and the administrator.
 2. The administrator will attempt to complete all goal setting conferences by September 30th.
 3. Goals will be established whenever possible, by mutual agreement of both parties.
- D. The goal or goals may come from but are not limited to the following areas:
1. Teaching goals — examples of teaching goals involve the areas of lesson planning, classroom climate, classroom management, principles of learning.
 2. Learner goals — examples of learner goals involve working to affect student outcomes or improve student deficiencies.
 3. Program goals — examples of program goals include goals aimed at making better use of curriculum, materials, and activities.
 4. Organizational goals — examples of organizational goals are goals designed to meet minimal expectations.
- E. Data collected to determine progress toward goals shall be collected in the following ways.
1. Classroom Observations — The administrator shall observe the teacher a minimum of one time during the year.
 - a. Each observation shall be preceded by a preobservation conference between the administrator and the teacher so that the administrator can be apprised of the teacher's objectives, methods, and materials planned for the teaching-learning situation during which the teacher is to be observed.

- b. Each observation shall last at least one entire class period in the secondary and at least forty-five (45) minutes in elementary.
 - c. Following the collection of the above data, the administrator and the teacher shall conduct a conference within five school days.
2. In addition to the formal observation process outlined in E. above, administrators shall include ongoing observation.
- a. The ongoing observation shall be a review of the teacher's overall performance during the school year, and determine how the goals have been met. There shall be a conference to discuss the overall effectiveness of instruction. Within five (5) days of the conference, the administrator shall write a narrative summary of the conference, present it to the teacher and, if required by the teacher, shall meet for the purpose of clarifying the written report and recommendations.
 - b. A copy of material to be filed for evaluation purposes will be provided to the teacher within five school days.
 - c. Suggestions to help correct a problem or improve a teacher's performance will be given to the teacher in writing.
- F. No evaluation shall unduly interfere with the normal teaching-learning process.
- G. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members. In subsequent observation reports, specific deficiencies which have been corrected will be so indicated in writing.
- H. A teacher who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question and/or submit any complaints through the grievance procedure.
- I. Extra duty assignments shall not be subject to the evaluation process as outlined above.
- J. Prior to the first day of school for students, the building administrator will discuss with probationary teachers and teachers new to the building the evaluation form and general expectations that will be applicable. At the beginning of the school year teachers working in more than one building shall receive notice identifying the administrator who will be their evaluator. A teacher may request an evaluation from a second administrator from the other building.
- K. Each teacher shall have the right, upon request, to review the contents of his/her own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE XIV: Reductions and Recall of Personnel

- A. In the event of a reduction in staff, the following procedure will be utilized:
1. Probationary teachers will be laid off first, provided that, if the program is to be continued at a reduced level, there are fully-qualified, fully-certified teachers to replace and perform all of the duties of the laid off teachers.
 2. If reduction is still necessary, then teachers will be laid off in accordance with the following factors:
 - (a) Proper certification and qualification
 - (b) Seniority
 3. Definitions:
 - (a) "Certification" shall be defined by the Department of Education, State of Michigan.
 - (b) "Qualification" shall be defined as follows:
 - (1) For an elementary position, a teacher shall be considered qualified to teach all subjects.
 - (2) For middle school position, the teacher must have a major or minor in the subject or successful teaching in the subject in the district or the teacher may teach the following basic subjects: mathematics, science, English, social studies, reading and literature.
 - (3) For any 9-12 position, the teacher must have a major or minor in the subject or successful teaching during the past five (5) years in the subject in the district.
 - (4) If State accreditation standards require a major or minor, successful teaching experience and number of hours of preparation in the subject matter will not be considered a sole criteria for qualification.
 - (c) "Seniority" shall be defined as length of continuous employment in the Addison Community School District from the first working day. Part-time teachers shall gain seniority on a prorated basis to be determined by the number of class hours taught. Continuous service shall be interrupted when a teacher resigns, retires or is discharged. Continuous service shall not be interrupted by an approved unpaid leave of absence or layoff but seniority shall not accumulate while in this status. Among equally certified and qualified teachers with equal seniority, the date of Board

action to hire shall be the determining factor to determine the order of layoff at the time of layoff or the order of recall at the time of recall followed by the following in the order listed:

- (1) The teacher who has a master's degree.
- (2) The teacher who has a baccalaureate teaching major in the subject area.
- (3) The teacher who has the greater number of years' experience in the subject area or in the elementary, the greatest number of years experience in the grade level.
- (4) The teacher with the greatest number of hours of preparation in the subject matter.

B. Before official action on reduction of teachers is taken by the Board, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the Board and provide the Association with a copy of the seniority list. As soon as the names of the tenured teachers to be laid off are known, a list of such names shall be given to the Association. The Board shall provide a minimum of two (2) weeks written notice of layoff to tenure teachers.

C. The individual contract, executed between each teacher and the employer is subject to the terms and conditions of this agreement. It is specifically agreed that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this article.

In the event of a reduction in staff effecting any individual teacher, the contract of employment with that individual teacher shall terminate and the district shall have no obligation for salary or fringe benefits not already earned following the layoff of the teacher.

D. The Board of Education shall have no obligation to reassign or transfer employees around in order to make positions for which tenure teachers or teachers with greater seniority would be certified and qualified but may do so in its discretion. The Board shall have no obligation to create part-time positions. Nothing in this section shall prohibit a more senior teacher from directly bumping the least senior teacher in a position for which he/she is qualified and certified when being laid off. However, it is understood seniority rights shall not supersede teacher tenure rights.

- E. Teachers shall inform the superintendent in writing of any contemplated changes in certification or qualification by May 1 of each year for the following school year. Changes in a teacher's certification or qualifications after August 20, of any year shall not entitle the teacher to be assigned to a position for which the teacher is newly certified, or qualified on the basis of tenure or seniority unless there is a vacancy which the teacher is certified and qualified to fill on the basis of seniority.
- F. If after a reduction of teachers, as outlined above, there are teaching positions that become vacant, laid off teachers who are certified and qualified will be recalled on the basis of seniority in accordance with the provisions of A3(c). The Board shall have no obligation to recall probationary teachers beyond two (2) years after the Board's determination to lay off those teachers.
- G. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his last known address. It shall be the responsibility of such teacher to notify, no later than May 1, of each year, the Board in writing of his current mailing address and any contemplated change in his certification or endorsement or qualifications. This letter shall be sent by either registered or certified mail to the superintendent of schools. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall or other notice to the teacher. Refusal or failure to respond within ten (10) days of the receipt of a written offer of a full-time position made by the Board shall be considered voluntary termination.

ARTICLE XV: Student Discipline

- A. Teachers shall be responsible for creating and maintaining conditions conducive to learning and discipline. The Board shall give all reasonable support and assistance to the teacher in the creation and maintenance of these conditions. Reasonable support and assistance shall be defined as that which the Board considers to be consistent with the establishment of a satisfactory learning environment for all students.
- B. A teacher may exclude a pupil from one class in grades 6 through 12 when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable, or when the behavior of the student adversely affects the learning process of other students. In such cases, the teacher shall furnish the high school principal or the middle school principal, full particulars of the incident in writing on forms to be specified by the Board and available from the principal as promptly as possible, but not later than 8:30 a.m. the school day following the excluding of the student.
- C. Teachers of students in grades K-5 are to confer with and receive the permission of the elementary principal before a student is excluded from a room.
- D. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of school each year.
- E. Any case of assault upon a teacher shall be promptly reported to the teacher's immediate supervisor. In the event a suit is brought against a teacher by reason of disciplinary action taken against a student or any other school related behavior, the board will provide legal counsel for the teacher with respect to such court action, provided that the teacher is not at fault and the teacher acted in accordance with board policy.

ARTICLE XVI: Grievance Procedure

- A. A claim by the Association, that there has been an alleged violation of the expressed terms of this contract, shall be resolved through the procedures set forth therein. All grievances must be signed by the aggrieved person or, in the instance where the grievance does not affect individual teachers, by the Association on behalf of all the teachers.
- B. All time limits herein shall consist of school days when school is in session and business days during the summer vacation period. Time limits may be extended upon mutual consent of the parties. It is understood that, in the event of failure to conform to a time limit by either party, the grievance shall move to the next step.
- C. The Board agrees that the Association may designate a building representative and an alternate building representative, who shall be teachers in the building they represent. It is understood that the alternate building representative shall act only in the absence of the regular building representative.

The Association will furnish the Board with the names of its building representative and alternates and such changes as may occur from time to time in such personnel, so that the Board may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing. Until the Board has received written notices from the Association, it shall not be required to deal with such teachers purporting to be representatives.

It is understood that grievance problems will be handled at all times other than when the teacher is at work. In the event, however, in the handling of a grievance, it becomes necessary for the building representative to leave his work, he shall first obtain permission from his supervisor or principal. The privilege of the building representative's leaving his/her work during working hours without loss of time or pay is subject to the understanding that (1) such time shall be devoted to the proper handling of the grievance, (2) it will be done as expeditiously and with as little interruption of work as possible, (3) students must not be left unattended, and (4) this privilege will not be abused. Any abuse will be grounds for a grievance and/or the discontinuation of such privilege.

If the building representative is required to go into a building other than his own in the handling of a grievance, the principals at both buildings (or all buildings involved) must be notified and permission received. The building representative shall return to his or her work as promptly as possible and upon returning shall at once report to his principal.

D. In the handling and processing of a grievance the following procedure shall apply:

STEP ONE: The alleged grievance shall be presented to the elementary principal if the teacher teaches in grades K through 5, or the middle school building principal if the teacher teaches in grades 6 through 8, or the high school principal if the teacher teaches in grades 9 through 12. The building representative may be present at this meeting if requested by either party. If the grievance is not resolved, the matter shall be reduced to writing by the grievant and submitted to the appropriate principal within ten (10) days from the date of the discussion between the grievant and the appropriate principal. The written statement of the alleged grievance shall include:

- (a) The date of alleged violation of the contract.
- (b) The precise statement of the nature of the grievance.
- (c) The article or provision of this agreement allegedly violated.
- (d) The remedy requested.
- (e) The signature of the aggrieved person.

The grievance form is set forth in Appendix B.

Any written grievance not substantially in accordance with the requirements may be rejected as improper and such rejection does not extend the time limitations specified.

No grievance shall be processed unless it is presented at **STEP ONE** within fifteen (15) school days of its occurrence or knowledge of its occurrence.

The principal shall file a written response to the grievant within seven (7) days of the receipt of the written grievance.

STEP TWO: In the event the grievance is not settled at **STEP ONE**, it may be referred in writing to the superintendent within seven (7) days after the date of the answer by the principal. The superintendent will schedule a meeting to discuss the grievance with the grievant and association representatives. This meeting will be scheduled and held within seven (7) days of the superintendent's receipt of the grievance. The superintendent will provide a written response to the grievance to the grievant and association within five (5) days after the conclusion of the meeting.

- (a) Attempt to resolve the grievance by holding a meeting with the necessary persons.
- (b) Refer the grievance to **STEP THREE** within seven (7) days from the date of receipt of the appeal. Written notice of such referral shall be given to the Association president.

If the superintendent holds a meeting, he shall present the Association president, within five (5) days after the conclusion of such meeting, with a written answer to the grievance.

STEP THREE: If the grievance is not settled at **STEP TWO**, the association may refer the grievance to arbitration by written notice to the school board and superintendent within ten (10) days of receipt of the superintendent's **STEP TWO** response. If the parties are unable to mutually agree upon an arbitrator within five (5) days of the written notice to the school board and superintendent, the association shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The Arbitrator shall then be selected according to the rules of the American Arbitration Association.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) days from the close of the hearing. The Arbitrator's decision shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The Arbitrator's decision shall be final and binding upon the Board, the Association, and the teacher or teachers involved.

The Arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this agreement and to determine disputes involving the application or interpretation of such provisions.

The Arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this agreement.

The Arbitrator shall not render any decision which would require or permit an action in violation of Michigan School laws.

- (1) The Arbitrator shall have no power to establish salary scales or to change any salary.
- (2) The Arbitrator shall have no power to change any practice, policy, or rule of the Board or substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, or rule or any action taken by the Board.
- (3) The Arbitrator shall have no power to decide any question which, under this agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Board and shall so construe this agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
- (4) The Arbitrator shall have no power to interpret state or federal law.

- (5) The Arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
- (6) Should the aggrieved person fail to institute a grievance within the time limits specified, the grievance will not be processed. Should the aggrieved person fail to appeal a decision within the limits specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

The Arbitrator's fees and expenses shall be shared by the Board and the Association equally. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such teacher, witness, or requesting such participant. A complaint or dispute involving the discharge of a teacher on continuing tenure shall not be subject to the grievance and arbitration provisions but shall be heard pursuant to the Michigan Tenure of Teachers Act. In addition, the termination of a probationary or non-tenure teacher, or extension of a probationary period for a teacher, shall not be subject to the grievance or arbitration provisions.

- E. The termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule shall not be the basis of any grievance.
- F. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- G. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss and have it resolved informally with the Board.
- H. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this agreement.
- I. Nothing contained herein shall be construed as a waiver or precedent, by any action or lack of action taken by the Board.
- J. If, in the arbitrator's opinion, due to a violation of this agreement, a teacher has been unjustly deprived of any professional compensation, the teacher may be awarded back pay not to exceed ten (10) days prior to the filing of the grievance.
- K. If a grievance is filed prior to the expiration of this agreement, the grievance shall proceed through the grievance procedures until resolved.

ARTICLE XVII: Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this agreement.
- B. The Association recognizes that abuses 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 Board in recognition of the concept of progressive correction, shall, where appropriate, notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period
- for correction. Alleged breaches of discipline or the Code of Ethics of the Education Profession may be promptly reported to the offending teacher and to the Association, but such reporting in no way prevents disciplinary action by the Board.
- C. Before the Board formally warns, reprimands or disciplines a teacher, the teacher shall be notified of same to enable the teacher to request the presence of an Association representative. The teacher shall not be formally warned, reprimanded or disciplined until a representative of the Association is present, if the teacher requests a representative, except when a critical situation warrants immediate action.
- D. No teacher shall be disciplined, demoted nor discharged without just cause.
- E. All non-tenure teachers shall have recourse to the grievance procedure as set forth herein, except, it is expressly understood that the evaluation of non-tenure teachers, or the Board's decision to refuse to renew a non-tenure teacher's contract, is not arbitrable or subject to grievance.
- F. All information forming the basis for disciplinary action will be made available to the teacher and, upon request and with the permission of the teacher involved, the Association.

ARTICLE XVIII: Professional Improvement

- A. Any teacher who enrolls with prior approval of the superintendent in a course related to his instructional responsibilities at a NCATE (National Council for Accreditation of Teacher Education) accredited college or university shall receive \$150.00 per semester hour of credit reimbursement from the Board, for his tuition, upon the successful completion of the course, provided that the teacher has first acquired the number of semester hours necessary to qualify for Michigan Continuing Certificate.
- B. Any teacher who wishes to attend a non-required workshop or conference may fill out an attendance request form. Requests will be granted upon mutual agreement between the teacher and building principal.

ARTICLE XIX: Continuity of Professional Services

The Board and the Association subscribe to the principle that differences should be resolved by appropriate and peaceful means without resorting to a strike, which shall be termed to be a stoppage of work or willful absence from work. The Association agrees that during the term of this agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

ARTICLE XX: School Improvement**A. Introduction**

1. The Board, Administration, Association and Teachers recognize the necessity of maintaining ongoing school improvement plans and the importance of continued recognition of quality education services as a fundamental priority and shared goal of the parties.
2. The Board and the Association agree that employee participation in decision making is effective in providing positive results for education. A school improvement team will be formed in each building representative of administrators, teachers and, when possible, parents and students.
3. Site based decision making will be implemented in each building and will be the responsibility of the school improvement teams in accordance with State Law PA 25.
4. The school improvement teams will have the empowerment to investigate, implement and change existing procedures and practices in their buildings to improve educational services. Any change must be mutually agreed upon by both the Board and the building teachers. The parties recognize that recommendations of the team are of an advisory nature, but the Board will endeavor to implement team recommendations.

B. Guidelines

1. Decisions made by any school improvement committees shall not violate the collective bargaining agreement between the parties, and the parties recognize that the terms of the collective bargaining agreement govern as to wages, hours and terms and conditions of employment. School improvement committee decisions that require a deviation from the Agreement will be permitted only after a properly executed Letter of Agreement between the Addison Education Association and the Addison Board of Education.
2. Participation on any school improvement committee is voluntary.
3. Participation or non-participation on a school improvement committee shall not be used as a criterion for a negative evaluation, discipline or discharge.

C. Training

The parties shall mutually agree as to any training provided with regard to school improvement plans.

ARTICLE XXI: Least Restrictive Environment/Medically Fragile

A. Least Restrictive Environment

1. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual handicapped student should participate in regular education programs and services involves considerations of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). Although it is agreed that the handicapped student's participation and right to participate in regular education programs and services cannot be affected by this Agreement, the District does agree to consider how the handicapped student's placement will affect teachers when determining the handicapped student's placement.
2. The District shall determine the need for a teacher who will be providing instructional or other services to a handicapped student to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. When it is determined that a teacher will be providing instructional or other services to a handicapped student, that teacher will not be denied the opportunity to participate in the IEPC. The District shall provide release time in the event the District directs or authorizes a teacher to attend an IEPC which is scheduled during a time the teacher is assigned to teach a class.
3. If any teacher has a reasonable basis to believe that a handicapped student's current Individual Educational Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal in writing.
4. On a case-by-case basis, based upon the recommendation of the IEPC, the District will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a handicapped student.

B. Medically Fragile Students

1. If a teacher will be providing instructional or other services to a medically fragile student, the teacher or another adult who will be present when the instruction or other services are being provided will be advised of the steps to be taken in the event an emergency arises related to the student's medical condition.
2. No teacher will be required to provide services of a medical nature to a medically fragile student without being trained to provide the services, unless the services are necessitated by emergency.

3. On a case-by-case basis, based upon the recommendation of the IEPC, the District will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a medically fragile student.

4. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SXI, SMI, TMI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the responsibility of the teacher to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.

ARTICLE XXII: Early Retirement Incentive

The Board shall offer an early retirement incentive for eligible teachers through the purchase of universal buy-in credit. The retirement incentive shall be offered in accordance with the following provisions:

1. The decision to participate in the Early Retirement Incentive plan is expressly voluntary on the part of the employee.
2. The teacher must have served at least ten (10) consecutive years for the Addison School District and make application and be accepted to receive retirement benefits under the terms of the Michigan Public School Employees Retirement System.
3. The teacher must make application for retirement and provide a written statement of resignation of their teaching position to the Board no later than March 1. The statement of resignation will indicate that the resignation is for purpose of retirement and state the effective date of resignation as the end of second semester of that school year.
4. The notice by the teacher shall be contingent upon meeting the eligibility requirements of the MPSERS with the purchase of the universal buy-in credit. Proper application to purchase the universal buy-in credit shall be made by the teacher to MPSERS in a timely manner. Payment by the teacher and the Board shall be received by MPSERS no later than June 15, to ensure proper credit.
5. The Board agrees to purchase on the teacher's behalf universal buy-in credit for retirement, in addition to any other severance pay to which the teacher may be entitled. The purchase of universal buy-in credit shall not provide more than thirty (30) years total service credit, nor shall the Board contribution exceed a maximum of three (3) years of universal buy-in credit.
6. Teachers on the Michigan Public School Employees Retirement System Basic Plan will not receive the same benefit levels in terms of actual dollars as teachers on the MIP Plan. This is because the buy-in credit costs more on the MIP plan.
7. There shall be a limit of four (4) employees approved for Board purchase of universal buy-in credit per year, unless expressly agreed otherwise by the Board. Teachers shall be eligible on the basis of seniority. Each teacher shall receive up to the three (3) years of universal buy-in credit they make application for as per #5 above. The total number of years of credit provided by the Board each year shall not exceed twelve (12). If the total number of years of credit provided by the Board is less than twelve (12) for the four (4) eligible teachers, the Board may grant the difference to the next eligible teacher(s).

8. The teacher, through requesting Board purchase of universal buy-in credit, agrees that such purchase shall serve as satisfaction/waiver of any other claim for compensation (e.g., unemployment comp., etc.) against the Addison School District.
9. The teacher also agrees to waive, in writing, any and all rights and claims against the Board arising under the Age Discrimination in Employment Act. The employee is advised to consult with an attorney before signing the Agreement, and will be given sufficient time to decide whether to sign.
10. The employee will have seven (7) days to revoke a signed waiver.
11. This Early Retirement Incentive will expire on the expiration date of this Agreement, unless extended in writing at the sole discretion of the Board of Education.

ARTICLE XXIII: Miscellaneous Provisions

- A. This agreement shall constitute the full and complete commitment 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 amendments to this agreement.
- B. 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. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration shall be controlling.
- C. 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.
- D. Copies of this agreement titled "Collective Bargaining Master Agreement Between the Lenawee County Education Association, AEA, MEA/NEA, and the Addison Community School District, of Addison, Michigan" shall be printed at the expense of the Board after this agreement is signed and shall be presented to all teachers now employed, or hereafter employed by the Board. Further, that the Board shall furnish fifteen (15) copies of the Master Agreement to the Association for its use.
- E. The parties subscribe to the principle that early resolution of potential problems is most desirable for harmonious relations. It is therefore agreed that, if difficulties are experienced in the administration of this agreement either the President of the Board, or his designee, or of the Association, as the case may be, may make written request of the other setting forth the nature of the difficulty and suggesting that they meet in an attempt to resolve the matter. Failure to meet in response to such request shall not, however, be in itself a grievable item.

ARTICLE XXIV: Master/Mentor Teacher

In accordance with Public Act 335 of 1993, Section 1526, for the first 3 years of employment in classroom teaching, a teacher shall be assigned 1 or more master teachers, or college professors or retired master teachers who shall act as a mentor or mentors to the teacher. The building principal shall make the assignment(s). The Mentor Teacher assignment shall be subject to review by the Mentor Teacher and the Mentee after each semester. Either the Mentor Teacher or the Mentee may terminate the relationship at that time. Participation as a Mentor Teacher is voluntary.

If the Mentor Teacher is a member of the bargaining unit, the Mentor Teacher shall not be involved in evaluating the Mentee.

Bargaining unit members will receive a stipend of \$155 per semester in 1997-98; \$160 per semester in 1998-99, and \$165 per semester in 1999-2000.

ARTICLE XXV: Public School Academies

Should the district consider the authorization of a public school academy, the contract will be reopened for negotiations over the impact on bargaining unit members. Any agreement reached will be subject to ratification by the parties.

**Article XXVI: Employee Purchase or Re-Payment of
Retirement Service Credit**

- A. The Internal Revenue Service (IRS) and the Michigan Public School Employees Retirement System (MPSERS) permits employees, through pre-tax payroll deduction procedures, to: (1) Redeposit contributions previously withdrawn by the MPSERS member (plus interest) and, when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) Purchase permissive service credit (such as Universal Buy-In credit, maternity/paternity/child care, non-public school teaching, military active duty, and sabbatical leave of absence). FICA taxes are, however, due on these pre-tax employee payroll deductions.
- B. To permit employee pre-tax payroll deductions for the purposes described in Section A, above, the Board shall adopt the payroll resolution attached to this Agreement as Appendix C, and implement the salary reduction (payroll authorization) attached to this Agreement as Appendix D, on behalf of any employee wishing to purchase additional MPSERS service credit or repay service credit previously withdrawn (plus interest) by the employee.
- C. Employees wishing to purchase additional MPSERS service credit or to repay retirement contributions previously withdrawn (plus interest) shall enter into a binding irrevocable payroll deduction authorization by completing a copy of Appendix D.
- D. It is expressly understood that employees do not have the option of choosing to receive the authorized amounts deducted for the above-referenced purpose(s) directly, in lieu of having them transmitted to MPSERS by the Board.
- E. This Article will be implemented in the month following notification from MPSERS to the Board that MPSERS' program for receiving and processing these routine payroll deduction contributions is operational.

Duration of Agreement

All articles of this Agreement shall be effective as of July 1, 1997 through June 30, 2000.

In Witness Whereof, the Parties have executed this Agreement by their duly authorized representatives the day and year first written above.

By: _____
President of the Board

By: _____
President of the Association

and: _____
Secretary of the Board

and: _____
Secretary of the Association

and: _____
Chairman, Negotiations Committee

and: _____
Chairman, Negotiations Committee

Addison Wage Schedule 1997-98
--

SCHEDULE A

Increase Bases By 2.25%

Annual Increments of: 3.20 BA
 3.25 BA + 18
 3.35 MA

<u>STEP</u>	<u>BA</u>	<u>BA + 18</u>	<u>MA</u>
1	28,130	31,624	34,092
2	29,030	32,653	35,234
3	29,959	33,714	36,414
4	30,918	34,810	37,634
5	31,907	35,941	38,895
6		37,109	40,198
7		38,315	41,545
8		39,560	42,936
9		40,846	44,375
10		42,174	45,861
11		43,544	47,398
12		44,960	48,986
13			50,627

Longevity pay of \$516 beginning at the start of the 16th, 21st and 25th year to be added to base pay. Employees starting their 16th year will receive the additional \$516 for each year until they begin their 21st year, at which time an additional \$516 will be added to their base pay until they begin their 25th year, at which time an additional \$516 will be added to their base pay and every year thereafter.

Addison Wage Schedule 1998-99
--

SCHEDULE A

Increase Bases By 2.75%

Annual Increments of: 3.20 BA
 3.25 BA + 18
 3.35 MA

<u>STEP</u>	<u>BA</u>	<u>BA + 18</u>	<u>MA</u>
1	28,904	32,494	35,030
2	29,829	33,550	36,204
3	30,784	34,640	37,416
4	31,769	35,766	38,670
5	32,785	36,929	39,965
6		38,129	41,304
7		39,368	42,688
8		40,648	44,118
9		41,969	45,596
10		43,333	47,123
11		44,741	48,702
12		46,195	50,333
13			52,020

Longevity pay of \$530 beginning at the start of the 16th, 21st and 25th year to be added to base pay. Employees starting their 16th year will receive the additional \$530 for each year until they begin their 21st year, at which time an additional \$530 will be added to their base pay until they begin their 25th year, at which time an additional \$530 will be added to their base pay and every year thereafter.

Addison Wage Schedule 1999-2000
--

SCHEDULE A

Increase Bases By 2.85%

Annual Increments of: 3.20 BA
 3.25 BA + 18
 3.35 MA

<u>STEP</u>	<u>BA</u>	<u>BA + 18</u>	<u>MA</u>
1	29,728	33,420	36,028
2	30,679	34,506	37,235
3	31,661	35,628	38,482
4	32,674	36,786	39,772
5	33,720	37,981	41,104
6		39,215	42,481
7		40,490	43,904
8		41,806	45,375
9		43,165	46,895
10		44,567	48,466
11		46,016	50,089
12		47,511	51,767
13			53,502

Longevity pay of \$545 beginning at the start of the 16th, 21st and 25th year to be added to base pay. Employees starting their 16th year will receive the additional \$545 for each year until they begin their 21st year, at which time an additional \$545 will be added to their base pay until they begin their 25th year, at which time an additional \$545 will be added to their base pay and every year thereafter.

Addison EA

Schedule B — Extra Curricular

	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
EXTRA ACADEMIC	1/7 of salary	1/7 of salary	1/7 of salary
Department Head	881	907	935
Elementary Representative	3201	3297	3396
Yearbook	2121	2185	2250
H.S. Newspaper	1273	1311	1351
M.S. Newspaper	688	709	730
Science Olympiad	621	640	659
Social Studies Olympiad	621	640	659
Class Sponsors --			
Senior (3)	529	545	561
Junior (3)	529	545	561
Sophomore (3)	264	272	280
Freshman (3)	264	272	280
Eighth (2)	213	219	226
Seventh (2)	213	219	226
Sixth (1)	213	219	226
School Plays	646 @ 1292	665 @ 1330	685 @ 1370
National Honor Society	372	383	395
Spanish Club	372	383	395
Debate	593	611	629
Chorus-Secondary	1281	1319	1359
Chorus-Elementary	1281	1319	1359
Varsity Club	552	569	586
Student Council – H.S.	859	885	911
Student Council – M.S.	691	712	733
Student Council – Elementary	400	412	424
M.S. Equations	589	607	625
Flag Corp	621	640	659
SADD Advisor	264	272	280
STAND Advisor	264	272	280
Elementary Grade Chair.	309 ea	318 ea	328 ea
Saturday Dentention	48 per day	49 per day	51 per day
M.S. Camp – Special Olympics – Overnight Stay	\$79 per night if spend the night. Up to 4 sponsors at Board discretion.	\$81 per night if spend the night. Up to 4 sponsors at Board discretion.	\$84 per night if spend the night. Up to 4 sponsors at Board discretion.
M.S. 8 th Hour	\$16.28/hr.	\$16.77/hr.	\$17.27/hr.
Driver's Education	\$15.51/hr.	\$15.98/hr.	\$16.46/hr.

ATHLETIC SALARY – Schedule C*

11% of Step

Varsity Football
 Varsity Wrestling
 Varsity Basketball

9% of Step

Baseball
 Softball
 Volleyball
 Track
 J.V. Football
 Assistant Varsity Football
 J.V. Basketball
 Assistant Varsity Wrestling
 Girls & Boys Cross Country

7% of Step

Golf
 Cross Country
 Assistant Track
 Assistant J.V. Football
 Band
 J.V. Volleyball
 J.V. Baseball
 J.V. Softball

6% of Step

M.S. Head Football
 M.S. Head Basketball
 M.S. Head Wrestling
 M.S. Head Track
 M.S. Intramural Director
 M.S. Head Volleyball

5% of Step

M.S. Assistant Football
 M.S. Assistant Wrestling
 M.S. Assistant Track

* %'s apply to BA + 18 Salary Schedule step only

M.S. Intramural Coach	7.41	7.63	7.86
	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
Sr. High Cheerleading	2150	2214	2281
Jr. High Cheerleading	1289	1327	1367

Addison Community Schools

Schedule D**Fringe Benefit Coverage**

- A. The Addison Community Schools will provide at no cost to the employee the following MESSA PAK:

PLAN A

SUPER CARE I

LTD — 66 2/3%, \$2500 MAX, 90 CD mod fill, freeze offsets, alcohol/drug and mental nervous — same as any other illness, COLA

Delta Dental — A-0006 (75/75/75; \$1,000/\$1,200)

Life, AD & D, \$25,000

VSP-1

PLAN B

LTD — Same as above

Delta Dental — Same as above

Life, AD & D — Same as above

VSP-1

Employees will have their choice of **PLAN A** or **PLAN B** as cited above.

- B. Insurance Guidelines

Payments of such insurance shall begin, in the case of new employees, at the beginning of the insurance month immediately following the time they begin their duties, or as soon as the group accepts the enrollee. (Exception: employees starting after the enrollment period in September will have a waiting period of from 30 to 60 days before the insurance becomes effective, in accordance with the Board of Education group contract). Coverage will be provided on an annual basis in accordance with the Master Agreement. Restrictions to the Board's obligation for insurance are defined as:

1. Payments shall be made for a twelve (12) month period.
2. The insurance benefits provided in this Article shall begin when the employee has properly completed the necessary forms and actually begins employment.

3. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters.
4. The Board's responsibilities shall not extend to the provision of benefits. The Board's responsibilities shall be limited to:
 - a. timely paying of all premiums;
 - b. complying with all requirements of the employer required by the carrier and/or underwriter;
5. Disputes between beneficiaries or employees and any insurance company shall not be subject to the Grievance Procedure established herein.
6. Where spouses are both employed by the Board, the Board shall not be obligated to provide dual health insurance coverage. Where spouses are both employed by the Board, one employee must elect PLAN B. Those employees electing PLAN B may choose to take up to the cost of single person Super Care I coverage in alternative Tax Sheltered Annuity benefits from a company of his/her choice, and/or along with MESSA life insurance equal to that paid under the normal Super Care I policy. The total cost to the Board shall not exceed that of the single person coverage. (Note: Employees receiving the single person Super Care 2 rate toward TSA will be frozen at the level until the Super Care 1 rate meets or exceeds the current Board contribution).
7. The social security (6.7%) cost will count against the total dollar commitment by the Board.
8. No additional carriers of tax sheltered annuities beyond those utilized prior to July 1, 1987 shall be recognized by the Board.
9. A teacher who elects TSA benefits in lieu of health insurance shall make all appropriate arrangements with the Board prior to October 1. In the event a teacher undergoes a change in benefit coverage during the school year, that employee shall be granted thirty (30) days to make necessary arrangements.

APPENDIX A**Early Retirement Incentive Agreement
(Waiver Language)****Payment:**

The Board agrees to purchase, on the teacher's behalf, universal buy-in credit for retirement, in addition to any other severance pay to which the teacher may be entitled. the purchase of universal buy-in credit shall not provide more than thirty (30) years total service credit, nor shall the Board contribution exceed a maximum of _____ years of universal buy-in credit.

Release and Discharge of Claims:

For and in consideration of the benefits provided in this Agreement, _____ forever hereby releases and discharges _____ Community School District, together with its agents, officers and employees from any and all claims, demands, equitable relief, damages, costs, expenses, administrative actions and causes of action of any kind or character which now exist or which may hereafter arise, whether known or unknown, relating in any manner to or arising from _____'s employment relationship with _____ Community Schools, or the termination thereof, or which may otherwise arise under any federal or state statute, including but not limited to the Age Discrimination in Employment Act, the common law or in equity.

Voluntary Execution:

_____ acknowledges that he/she has read this Agreement, understand its terms and that it has been entered into by (him/her) voluntarily after an opportunity to discuss it with advisors of (his/her) choice. Pursuant to requirements under the Age Discrimination in Employment Act, _____ is hereby advised to consult with (his/her) attorney before signing this Agreement.

Retirement Incentive Agreement (Waiver Language)

Release and Discharge of Claims:

For and in consideration of the benefits provided in this Agreement, _____ forever hereby releases and discharges _____ Community School District, together with its agents, officers and employees from any and all claims, demands, equitable relief, damages, costs, expenses, administrative actions and causes of action of any kind or character which now exist or which may hereafter arise, whether known or unknown, relating in any manner to or arising from _____'s employment relationship with _____ Community Schools, or the termination thereof, or which may otherwise arise under any federal or state statute, including but not limited to the Age Discrimination in Employment Act, the common law or in equity.

Voluntary Execution:

_____ acknowledges that he/she has read this Agreement, understand its terms and that it has been entered into by (him/her) voluntarily after an opportunity to discuss it with advisors of (his/her) choice. Pursuant to requirements under the Age Discrimination in Employment Act, _____ is hereby advised to consult with (his/her) attorney before signing this Agreement.

APPENDIX B

**Grievance Report Form
Addison Community Schools**

Grievance # _____

Submit to Principal

Building	Assignment	Name of Grievant

STEP I

A. Date _____ of _____ Alleged Violation(s): _____

B. 1. Statement of Grievance:

2. Specific Article(s) and Section(s) Violated:

3. Remedy Sought:

_____/_____
Signature Date

C. Disposition by Supervisor:

_____/_____
Signature Date

D. Position of Grievant and/or Association:

_____/_____
Signature Date

STEP II

A. Date Submitted to Superintendent or Designee: _____

B. Disposition of Superintendent or Designee:

_____/_____
Signature Date

C. Position of Grievant and/or Association:

_____/_____
Signature Date

STEP III

A. Date Submitted to Board of Education or Designee: _____

B. Disposition of Board:

_____/_____
Signature Date

C. Position of Grievant and/or Association:

_____/_____
Signature Date

Appendix C

Payroll Resolution

(Pursuant to Article XXVI of the Master Agreement)

WHEREAS Internal Revenue Code (IRC) Section 414(h)(2) permits employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS, under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, members may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit.

NOW THEREFORE BE IT RESOLVED that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS;

BE IT FURTHER RESOLVED that additional amounts herein specified, through payroll deduction from salary, are designated as being picked up by the employer and paid by the employer in accordance with MPSERS retirement plan requirements.

This resolution shall have an effective date of _____, 199__.

REPORTING UNIT NAME: _____ (school district)

REPORTING UNIT NUMBER: _____

Approved by the Governing Board (school board)

DATE: _____

Secretary of the Governing Board (school board):

SIGNATURE: _____ DATE: _____

Appendix D

Election of Retirement and Universal Service Credit benefits under Article XXVI

Additional Retirement Contributions Payroll Authorization

A Michigan Public School Employees Retirement System (MPERS) member, pursuant to statute, is permitted to: (1) redeposit member contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) elect permissive service credit purchase through additional contributions to the retirement system. Any additional amounts due may generally be paid by the member directly to the retirement system, or the member may request, and the employer may permit, deductions through payroll.

I understand that my employer has adopted a resolution under the "pick-up" tax deferral provisions of Internal Revenue Code (IRC) Section 414(h)(2) and that tax deferral of my additional amounts due to the retirement system requires this irrevocable payroll deduction authorization. The employer resolution (and this agreement) shall take effect _____ (today's date)

I hereby authorize and understand that this authorization is binding and irrevocable under IRC Section 414(h)(2) and my employer's resolution.

1. Deductions are to be made from my salary, for a total of _____ months in the amounts of \$_____ per month with a final payment of \$_____.
2. These are additional retirement contributions.
3. For the effective period of the agreement, payments are to be made by my employer. While this agreement is in effect, I understand that MPERS will only accept payment from my employer for the designated service and not directly from me.
4. My employer is obligated to make payment pursuant to this agreement only if there are sufficient funds from my earnings to do so after any other mandatory deductions.
5. This agreement shall remain in effect only until: a) payroll payments are completed, or b) termination of employment.

REPORTING UNIT NAME (school district) _____ NUMBER _____

I irrevocably authorize the above payroll deductions under the conditions specified in my employer's resolution and this authorization.

EMPLOYEE NAME: _____ EMPLOYEE SS# _____

EMPLOYEE SIGNATURE: _____ DATE: _____

1997-98 School Calendar
 *180 Student Days; *184 Teacher Days
 *181 Optional Student Days; *185 Optional Teacher Days

<p align="center">JULY 1997</p> <table border="0"> <tr><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td></tr> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td></tr> </table>					M	T	W	T	F		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		<p align="center">JANUARY 1998</p> <table border="0"> <tr><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td></tr> <tr><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> </table>					M	T	W	T	F				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30
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1998-99 School Calendar
 *180 Student Days; *184 Teacher Days
 *181 Optional Student Days; *185 Optional Teacher Days

JULY 1998

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JANUARY 1999

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

New Year's Day-1st

AUGUST 1998

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

FEBRUARY 1999

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

*Optional-Mid-Winter Break/Teacher Workday

SEPTEMBER 1998

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

Labor Day-7th

MARCH 1999

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

OCTOBER 1998

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

*Optional-Student Day-27th

APRIL 1999

M	T	W	T	F
				1
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Good Friday-April 2
Easter Sunday-April 4

NOVEMBER 1998

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
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Thanksgiving-26th

MAY 1999

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
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Memorial Day-24th

DECEMBER 1998

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
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Christmas-25th

JUNE 1999

M	T	W	T	F
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Codes: = Vacation Days = Prof. Dev./Workday

Student Days = Student Day of Instruction
 Teacher Workdays = Teachers Are To Report To Work
 *Use of Teacher Workdays Will Be Defined Locally
 *Any Additional Days Will Be Added To The End Of The Year

Letter of Understanding

Between

Addison Community Schools Board of Education

And

Lenawee County Education Association, Addison EA, MEA/NEA

Article VII, Section K of the 1997-2000 Master Agreement between the parties provided for 181 days of student instruction in the 1998-99 school year. It is mutually understood between the parties that a minimum of 1,047 hours of student instruction will be offered in the 1998-99 school within these 181 days of student instruction.

Therefore, the Addison Community Schools Board of Education shall timely adopt a resolution exempting the school district from providing 182 days of student instruction in the 1998-99 school year pursuant to the Board of Education's authority to do so under Section 1284(3) of the Revised School Code.

For the Board of Education

By: _____

Date: _____

For the Education Association

By: _____

Date: _____

