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NEGOTIATED AGREEMENT

BETWEEN

THE JACKSON COUNTY EDUCATION ASSOCIATION

and

THE BOARD OF EDUCATION

of the

NAPOLEON COMMUNITY SCHOOLS

1991 - 1994

Napoleon Community Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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NEGOTIATED AGREEMENT
BETWEEN
THE JACKSON COUNTY EDUCATION ASSOCIATION
and
THE BOARD OF EDUCATION
of the
NAPOLEON COMMUNITY SCHOOLS

This Agreement is entered into, by and between the Board of Education of the Napoleon Community Schools, hereinafter called "the Board," and the Jackson County Education Association, and its affiliate, the Napoleon Education Association, hereinafter called "the Association."

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Jackson County Education Association as the sole and exclusive bargaining representative as defined in Section II of Act 379 of the Michigan Public Acts of 1965 for all full-time or regularly scheduled part-time certified instructional personnel excluding supervisors, summer recreational program employees, teacher aides, per diem employees and instructors on non-credit adult education programs and all other employees.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Teachers may at any time consult with the Administration or the Board on an informal basis.

- C. The term "teacher" when used in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit, and reference to male teachers shall include female teachers.

- D. The term "Board" shall include its officers, members or designated agents.

- E. The term "Administration" includes the superintendent, principals, and any other administrative personnel so designated by the Board.

- F. The term "District" hereinafter refers to the Napoleon School District.

ARTICLE II

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association shall abide by Act 379 of the Michigan Public Acts of 1965 and abide by all applicable laws and statutes pertaining to teacher's rights and responsibilities.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, provided meetings are conducted at a time and place that they do not interfere with any school activities, including extra-curricular activities, except as agreed upon by building principal and Association.
- C. Bulletin Boards in teacher's lounge only, and other established media of communication will be made available to the Association and its members. All materials placed in the school mail system are to relate to official business of the Association. All materials posted on such bulletin boards must be approved by the president of the Association.
- D. Officers and staff members of the Association, the Jackson County Education Association (JCEA), the Michigan Education Association (MEA) and the National Education Association (NEA) may visit district school buildings to meet with Association members to transact official Association business at any reasonable time, provided that such visit or visits do not interfere with or interrupt normal school operation. Whether or not such visit will interfere with or interrupt normal school operations shall be determined by the building principal whose decision shall be final.
- E. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness, or absence and willful deficiencies in professional performance by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Administration shall notify the teacher and either the President of the Association or the Building Representative within three (3) school days, in writing, of alleged delinquencies, after the Administration has received knowledge of the delinquency, indicate expected correction, and indicate a reasonable period for correction. In highly personal or confidential matters, the teacher may waive, in writing, the notice to the Association of specific details and the Administration shall forward a copy of said waiver to the Association President within three (3) days.

Discipline shall be delayed until after notification to the Association unless the grossness of the offense warrants immediate action. The Association in cooperation with the Administration, will use its best efforts to correct breaches of professional behavior by any teacher.

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES (continued)

- F. Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under Act 379 of the Michigan Public Acts of 1965 or which are otherwise provided by law.
- G. The Board agrees to make available to the Association, in response to reasonable requests from time to time, information concerning the financial resources of the District, if such information is available in a form maintained by the Board.
- H. The Board shall make available, exclusively for Association use, one (1) room per school appropriately furnished, which shall be reserved for use as a faculty lounge. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages may be installed by the Association with the approval of the Administration which approval shall not be unreasonably withheld. Teachers shall be responsible for maintaining cleanliness and neatness of lounges. Such responsibility shall not be interpreted to include duties normally and reasonably executed by custodial staff nor shall teachers be responsible for cleaning up any debris left by persons other than teachers who may use the faculty lounge when school is not in session or teachers not on duty.
- I. The Board agrees to make available to the President of the Association, the afternoon of the regularly scheduled Board Meeting, a copy of the Board Agenda. Minutes approved by the Board will be made available to the President of the Association after they have been typed by the secretary to the Superintendent.
- J.
 - 1. Five (5) days of leave of absence with pay per year shall be available to teachers to conduct official business of the Association. The Association will reimburse the Board for the cost of substitute teachers on such days. It is understood by the parties that teachers who make use of such leave may not use the time for picketing in labor disputes.
 - 2. Two (2) days leave of absence with pay per year shall be available for a teacher elected as a representative to the MEA delegate assembly. The Association will reimburse the Board for the cost of substitute teachers on such days.
- K. In the event a teacher in the bargaining unit is elected to the office of President of the Jackson County Education Association, that teacher shall be granted an Association leave of absence for the duration of their tenure in said office. The Board agrees to continue the teacher on its payroll with the cost for salary, insurance benefits and all retirement related costs to be reimbursed to the District by the Jackson County Education Association.

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES (continued)

A request for an Association leave of absence will not be granted unless a qualified replacement is available.

The teacher shall be returned to a comparable position or the same position held prior to going on the leave should he/she have sufficient seniority upon completion of their office.

The general conditions detailed in Article XII (E) will be applicable to Association leaves of absence.

ARTICLE III

TEACHERS' RIGHTS AND RESPONSIBILITIES

- A. No teacher shall be warned (either verbally or in writing), reprimanded, docked, or suspended without good and sufficient reason. A teacher shall be entitled to have present a representative of the Association during any disciplinary action when such action will become part of the teacher's personnel file.
- B. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless such interferes in any way with his professional service. If such conduct does exist the Administration agrees to consult with the Association prior to taking any action.
- C. A telephone shall be made available to teachers in the faculty lounge for their reasonable use. Toll calls outside the District must be approved by the Building Principal. Personal toll calls shall not be charged to the school district.
- D. Tenure shall be applied according to the provisions of the State Teacher Tenure Law.
- E. Teachers are responsible to volunteer or accept invitations to serve on committees established by the School Administration to insure and promote the legitimate, student oriented objective of the School District. The Board recognizes that the demands of such activities can become excessive and recognizes that teachers may have legitimate professional or personal reasons for declining to serve on such committees. In such cases the Board will honor the wishes of the teacher.
- F. Each teacher shall be responsible for maintaining his/her proper teaching certification.
- G. It is the responsibility of a teacher to remain at his/her area of assigned duty. A teacher who violates this rule may receive a verbal notice from the Administration. If the violation is repeated after such verbal notice, the teacher shall be given a written notice by the Administration. If further repetition of the violation occurs, the teacher shall be subjected to appropriate disciplinary action by the Administration.
- H. Teachers shall be expected to dress in reasonable attire consistent with the teaching profession.

ARTICLE III - TEACHER'S RIGHTS AND RESPONSIBILITIES (continued)

- I. Teachers shall be responsible for the supervision of students between the passing of classes.

For the purposes of implementing this section, it is understood by both parties that supervision of students will routinely be done by the classroom teacher from the classroom entranceway. Both parties also agree that there may be situations which require a staff member's presence elsewhere to handle a legitimate situation.

- J. Teachers shall be informed of a telephone number they may call between 6:30 and 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.

Any teacher who is absent and knows he/she will not be in attendance the following day, shall call his/her principal in the afternoon before school closes no later than 2:00 p.m.

Any teacher calling in unavailable must have lesson plans prepared for the substitute teacher. A teacher failing more than once during the school year to call by 7:00 a.m., or to provide lesson plans will forfeit pay for the days missed. The forfeiture of pay may be waived if the teacher demonstrates to the satisfaction of the Administration that his/her failure to comply with this subsection was not reasonably avoidable.

A teacher whose lesson plans are adequately prepared shall not be contacted at home concerning same. Nothing contained herein shall prevent a teacher initiating such contact.

- K. In the event a bargaining unit member's recommendation for non-advancement of a student to the next grade or level is not followed, a copy of the teacher's recommendation will be returned to the teacher and shall be placed in the student's file upon request of the teacher.

ARTICLE IV

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 discriminate against a teacher as regards such matters.

- B. Except as provided elsewhere herein, all bargaining unit members shall, on or before the thirtieth (30th) day following; the beginning of the school year, beginning of their employment, or the execution of the collective bargaining Agreement, whichever is later:
 - 1. Become members of the Association; or
 - 2. Pay to the Association an amount of money called Service Charge. Such cost amount shall be verified and submitted in writing to the Board as soon as is available from M.E.A., or within five (5) days after the execution of this Agreement, whichever is later.

- C. The payroll deduction of dues, service fees and assessments shall be considered as a condition of this collective bargaining agreement. The Board shall accordingly deduct dues and service fees pursuant to the authority set forth in M.C.L.A. 408.477 unless the teacher tenders direct payment to the Association.

- D. The procedure for deductions shall be:
 - 1. Within ten (10) days after the beginning of the school year, or within five (5) days after the execution of this Agreement, whichever is later, the Association shall certify to the Board, in writing, the current rate of Association dues, and fees, and also the MEA and NEA dues.
 - 2. Deductions shall be made in twenty (20) equal installments on each pay day after receipt of the authorization.
 - 3. Dues deductions shall be transmitted by the Superintendent to the Association Treasurer within ten (10) days after such deductions are made.

ARTICLE IV - AGENCY SHOP (continued)

- E. At the beginning of each semester, the Employer shall send a list of all eligible teachers who have had monies deducted from their pay, the amount deducted from each teacher, the amount to be deducted from future checks, receipts of signed authorizations and/or revocation, and any other pertinent information necessary to administer this Article.

- F. The service charge paid by non-members cannot be used for any purpose not permitted by law.

- G. The Association agrees in any case in which a teacher contests the provisions of this Article or takes any other action against the Board or its members based upon this Article, the Association shall indemnify the Board and its individual members and save them harmless from all loss, damage costs or expense resulting from or caused by said action. The Association's legal counsel may participate in any proceeding wherein a teacher has contested the provisions of this Article or at the Board's option, may assume the defense on behalf of the Board.

ARTICLE V

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board; they being cognizant of the opinions and recommendations of the professional staff;
 4. To approve the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and classroom and extra-curricular assignments of teachers.
- B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of written policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district, or local laws or regulations as they pertain to education.
- D. The Board agrees to abide by Act 379 and to negotiate with the Association on matters concerning wages, hours, and conditions of employment.

ARTICLE VI
COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. The per-diem teacher's pay on which deductions and adjustments will be calculated shall be based on one hundred eighty-five (185) school days as the equivalent of the teaching year.
- C. Supplementary pay for specific selected activities out of the normal and extra-curricular activities shall be as set forth in Appendix B which is attached to and incorporated in this Agreement.
- D. Salary Checks:
1. Payroll checks will be issued bi-weekly on Fridays to teachers except as elsewhere provided.
 2. Annual contractual salaries will be divided by either twenty-one (21) or twenty-six (26) to determine the gross bi-weekly amount except for teachers employed part time. This will be paid to the employee, less withholding tax, and any other lawfully required or permitted deductions selected by the employee. If a teacher does not file a written election to be paid on a twenty-six (26) pay basis at least ten (10) days prior to the first payday, or within ten (10) days after the execution of this Agreement, whichever is later, he/she will be paid on a twenty-one (21) pay basis. An election once made may not be changed prior to the next school year except in case of retirement.
 3. Pay for supplemental activities will be added to the teachers' second salary check in May except as otherwise provided herein.
 4. Should a regular pay date fall during a period when school is not in session, every effort will be made that teachers shall receive the pay due on that date on the last day prior to recess.
 5. Payroll deductions: Payroll deductions will be made, when properly authorized by teachers, for each of the following:
 - a. Credit Union
 - b. Tax deferred annuities

ARTICLE VI - COMPENSATION (continued)

- c. U.S. Government Bonds
 - d. MESSA Options or MEA Financial Services sponsored programs
 - e. City income tax
- E. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board or participating in any grievance hearing including arbitration, shall be released from regular duties without loss of salary.
- F. A teacher required to serve as a juror will continue to be paid his/her regular salary during such term of jury service. To qualify for salary payment, the teacher must endorse and deliver all checks of payment for jury duty, except reimbursement for travel outside of Jackson County, over to the School District.

ARTICLE VII
SCHOOL CALENDAR

- A. The school calendar is set forth in Appendix E which is attached to and incorporated in this Agreement.

- B. Christmas and Spring vacation shall be set to coincide with the calendar of the Jackson County Intermediate School District.

- C. School will be closed for students on the earliest day in June which provides one hundred eighty (180) days of pupil attendance.

- D. Parent-teacher conferences (fall and spring) shall be set by the Board.

Elementary and secondary conferences will be scheduled on the same day in the afternoon and evening (1:00 p.m. to 4:30 p.m. and 6:00 p.m. to 9:00 p.m.)

- E. Records days (January and June), will be full work days.

- F.
 - 1. The administration may establish as many as three half-days for In-Service education. Dates to be established by the Administration. These days shall be part of the one hundred eighty (180) days of student instruction. Teacher representatives on the Professional Development Committee may issue recommendations concerning program content.

 - 2. The first day of student schedule will be a half day for students. This day shall be part of the one hundred eighty (180) days of student instruction. The balance of the day shall be established as either teacher work time or in-service by the administration.

- G. Teachers shall not be required to report more than one (1) work day prior to the beginning of classes, except new teachers shall report one (1) day earlier for an orientation session.

ARTICLE VIII

TEACHING HOURS AND CONDITIONS

- A. The Board and Association recognize the principle of a standard forty (40) hour work week. The Board will as far as possible, set forth work schedules and make professional assignments which can reasonably be completed within such standard work week.
- B. Unless arrangements are made with the Administration:
1. Elementary school teachers shall be at school thirty-five (35) minutes, and in their room ten (10) minutes before school starts. At lunch time, teachers shall be at their rooms five (5) minutes before the last bell rings. Teachers shall remain at school for fifteen (15) minutes after school is dismissed.

Effective not earlier than the second semester of the 1988-89 school year, the Eby Elementary School teacher dismissal time shall be reduced from fifteen (15) to five (5) minutes.
 2. Middle school and senior high school teachers shall be at school fifteen (15) minutes before school starts, and in their rooms five (5) minutes before school begins. Teachers shall be in their room at least five (5) minutes before the last bell rings after lunch, and shall remain at school for fifteen (15) minutes after school is dismissed.

Effective not earlier than the second semester of the 1988-89 school year, the teacher arrival time will be adjusted to ten (10) minutes and departure time to ten (10) minutes.
 3. The parties have agreed to equalize the length of the teachers work day (7 hours).
- C. Failure to be on duty during the times specified in Paragraph B above shall be cause for disciplinary action.
- D. Teachers shall attend meetings and other assignments called or assigned by the Administration as a regular part of their teaching duties unless otherwise excused by the Administration. In emergency situations, teachers may be required to be on duty until dismissed by the Administration.
- E. Teachers shall be entitled to a thirty-minute (30), duty-free uninterrupted lunch period.

ARTICLE VIII - TEACHING HOURS AND CONDITIONS (continued)

- F. Duty-Free Recess - All teachers in Grades 1-5 shall have a duty-free uninterrupted recess of not less than fifteen (15) minutes both morning and afternoon.
- G. All elementary (K-5) teachers shall be guaranteed 125 minutes of released preparation time per week.

This preparation/conference time will include twenty-five (25) minutes prior to teachers having to report to their room in the morning.

If physical education and music programs for elementary school are provided, elementary teachers, excluding kindergarten will be granted preparation and conference time while their classes are with physical education and music teachers. Teachers who are required to teach their own children when the regular physical education or music specialist is absent, will receive the appropriately prorated portion of the stipend set forth for secondary teachers in Appendix A (E).

- H. Wherever possible, class sizes should conform to the following recommended class sizes:

1.	Kindergarten	25 pupils
2.	Elementary school grades	25 pupils
3.	Special classes for handicapped or mentally retarded	15 pupils
4.	Special sight-saving and hearing conservation classes	12 pupils
5.	Emotionally disturbed classes	9 pupils
6.	Secondary schools:	
a.	English)	
b.	Social Studies)	
c.	General Education)	
d.	Mathematics) -----	25 pupils
e.	Science)	
f.	Language)	
g.	Business)	
h.	Typing	30 pupils
i.	Industrial Arts	20 pupils
j.	Drafting	30 pupils
k.	Vocational Shops	20 pupils
l.	Homemaking	20 pupils
m.	Music (Vocal and Appreciation classes, not Band or Choir)	35 pupils
n.	Art	25 pupils
o.	Health Education	40 pupils
	Hygiene	25 pupils
p.	Lecture	100 pupils

ARTICLE VIII - TEACHING HOURS AND CONDITIONS (continued)

Grades K-2:

Aide service will be provided the teacher if his/her classroom exceeds thirty-one (31) students. Aide services will be calculated on one (1) hour of services for each additional student beyond thirty-one (31), not to exceed one (1) full-time aide.

A combination of two (2) or more grades in any one (1) room shall not exceed thirty (30) students.

Grades 3-5:

Aide services will be provided the teacher if his/her classroom exceeds thirty-one (31) students, not to exceed one (1) full-time aide. Aide services will be calculated on an hour of such service for each additional student beyond thirty-one (31).

A combination of two (2) grades or more in any one (1) room shall not exceed thirty (30) students.

Reasonable attempts will be made to balance class size in morning kindergarden section(s), afternoon kindergarden section(s) and grades 1-5 within the student population assigned to a given elementary building. No changes in student classroom assignments will be required subsequent to the fifth student day of the school year. Any teacher who believes a reasonable attempt was not made based upon discussion with the building principal, may appeal the decision of the principal to the Superintendent. The determination of the Superintendent shall be final.

- I. 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 parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained as financial conditions permit.
- J. When school is closed due to inclement weather and it is required to be made up by the State of Michigan or a court of competent jurisdiction it will be done at no additional salary cost to the District.

When school is delayed, the teacher's reporting time shall be adjusted proportionately to coincide with B.1. and B.2. of this article.

ARTICLE VIII - TEACHING HOURS AND CONDITIONS (continued)

K. Each full time teacher will be provided a key to his/her respective classroom. If a teacher is assigned more than one (1) classroom, he/she will receive a key for the room where the major portion of his/her teaching time is spent.

L. Tentative class lists shall be available to elementary teachers as soon as they are available but in no event later than one week prior to the time teachers are scheduled to report to school.

M. School Improvement Plans

As it relates to the district's school improvement plans, the parties hereby agree as follows:

1. Any element(s) of a school improvement plan which are inconsistent with terms of the Negotiated Agreement will be subject to negotiations prior to implementation of these terms by the district.
2. Participation on a school improvement team shall be open to all teachers willing to assist in this effort.
3. Teacher participation on a school improvement planning team(s), whether during or after the normal work day, shall be voluntary.

N. Medically Fragile

In the event a medically fragile student is enrolled in the Napoleon School District, the parties agree to negotiate, upon the request of either party, the working conditions associated with servicing the student(s).

O. Least Restrictive Environment

1. Consistent with the applicable provisions of Michigan Statute and the rules and regulations of the Department of Education, a teacher, providing education services to a special education student, has an entitlement to participate in the IEPC process.
2. The district will provide in-service on the role, rights and responsibilities of the K-12 general education teacher(s) assigned special education students.

ARTICLE IX

TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in the senior and middle high schools will be arranged so that each teacher has five (5) unassigned preparation periods and twenty-five (25) teaching periods. The normal weekly teaching load in the elementary schools will be thirty (30) teaching periods. Departure from these norms, except in case of emergency, will be coordinated with the Association.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certification or their major or minor field of study.
- C. Effort will be made to give teachers written notice of their schedule for the forthcoming year no later than the first day in June. In the event that changes in the schedule are necessary, as determined by the Administration, all teachers affected will be notified as soon as possible. Changes in a teacher's schedule will not be made later than thirty (30) days subsequent to the start of school unless an emergency situation, as determined by the Administration, exists requiring such change.
- D. In case of emergency, when it is necessary to have a teacher substitute on his/her scheduled preparation period, the following conditions shall apply:
1. Compensation shall be in accordance with Appendix A, paragraph E.
 2. At the beginning of each school year, (within first two weeks) each building principal shall solicit a list of teachers who wish to substitute on their preparation period when the need arises. These volunteers shall be assigned to substitute on their respective preparation periods on a rotating basis.
 3. When all the volunteers on a given preparation period are either absent, already assigned to substitute, or unavailable due to a previously scheduled parent-teacher conference, then the remaining teachers on that preparation period shall be assigned on a rotating basis.
 4. With five (5) days written notice, a teacher may add or remove his/her name from the volunteer list.
 5. "Emergency", as used above shall include, but not be limited to a situation when a regular substitute is unavailable, provided that the administration use its best efforts to obtain a regular substitute.

ARTICLE X

VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher to change his teaching assignment, shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The application shall set forth the reasons for the change and shall be made annually prior to February 15.

- B. When a vacancy in any professional position occurs the Board shall give written notice of such vacancy to the Association. The Association will be provided with sufficient copies to post in each school building. A vacancy will not be filled, except in case of emergency on a temporary basis, until at least five (5) school days after such notice has been given except between June 15 and the opening of the school year, the notice period shall be five (5) calendar days.

- C. Any qualified teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to certification and qualification per Article XVI B.4. (a), (b) and (c) and also to seniority as defined in Article XVI B.3. No vacancy shall be so filled by an individual outside the Association's bargaining unit at Napoleon Community Schools when a certified and qualified member of said unit applies. The decision of the Board as to the filling of such vacancies shall be final, except as specifically qualified herein.

- D. In filling vacancies in administrative positions the Board shall consider the professional qualifications, backgrounds and attainments, including service in the school district, of all applicants from within the school district, as well as applicants from outside of school district. The parties recognize, however, that the filling of vacancies in supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.

- E. The parties recognize that changes in grade assignments in the elementary schools, changes in teaching assignments in the secondary grades, and transfers between schools, will be necessary. If such changes and transfers are necessary, the Administration shall attempt to make such transfers on a voluntary basis. In making assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. Additionally, the Board shall consider the length of service in the District as well as the certification and qualification of the teacher(s) involved. The Board shall give to the teacher written reasons for all involuntary transfers.

ARTICLE X - VACANCIES, PROMOTIONS AND TRANSFERS (continued)

No sooner than thirty (30) calendar days following the beginning of an involuntary transfer, said teacher shall have the right to submit a request to be returned to his/her previous assignment or another assignment for which the teacher is certified and qualified. The request shall be submitted in writing to the Superintendent. Upon receipt of the request, the Superintendent shall, within thirty (30) calendar days, call a meeting with said teacher, the building principal, and the Association President to discuss the request. After gathering all necessary information, should the Superintendent feel a return to the previous assignment or to another assignment for which teacher is certified and qualified is in the best interest of the teacher and the school district a concerted effort will be made to do so through the scheduling process.

The decision of the Board shall be final with respect to involuntary transfers made, in the Board's judgment, to include but not limited to transfers to prevent undue disruption to the school district, to prevent layoff, because of layoff, and to place the teacher in a position for which he/she is qualified and certified and is necessitated due to scheduling. However, decisions and judgments of the Board shall be subject to resolution through the grievance procedure if said involuntary transfer is for disciplinary reasons.

A 7-12 grade teacher assigned to teach in a different department (e.g. Science, Math, Language Arts, etc.) or college preparatory subject area he/she has not taught in the last five years, may request tuition reimbursement for up to three (3) semester hours taken at a public institution for refresher course work. It is understood that this section does not apply to teachers changing levels within the same subject area.

In order to qualify for reimbursement a teacher must:

- (1) provide documentation of successful completion of the hours by providing transcripts and receipts for credit costs; and
- (2) complete the credits not later than the end of the first semester following notice of assignment.

- F. Elementary vacancies (K-5) which arise subsequent to August 1 will be posted; however, the Board will not be required to reassign an internal applicant until the succeeding school year provided the position will be continued.

ARTICLE XI

SICK LEAVE

- A. Teachers shall be entitled to ten (10) sick leave days per year earned at the rate of one (1) per month. Then ten (10) days will be placed in the teacher's bank on the first day he/she teaches. Teachers who do not finish the school year and have used more than the earned sick leave days have the unearned days deducted from the final pay.
- B. Sick leave not taken in any year shall be cumulative, but in no case shall the number of days accumulated be more than one hundred twenty (120) days.
- C. Sick leave will not be granted a new teacher until he has reported for regular classroom duty. Orientation days will not be considered classroom duty.
- D. Sick leave days may be used for personal illness (including pregnancy related disability) or quarantine.
- E. Up to two (2) days/instance shall be granted to care for an ailing member of the immediate household in cases where no other arrangements can be made to care for the ailing member and in case of emergency. Additional days shall be granted provided the employee supplies medical verification that said employee's presence is necessary or requested by the attending physician. "Immediate household" in this instance shall be defined as spouse, children, parents, or relatives living in the same household with the teacher.
- F. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence, without pay, for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, or a substantially equivalent position, if available. A statement from the teacher's personal physician should be furnished upon request by the Board of Education before return to employment in the district is permitted. The Board of Education reserves the sole right to select a physician at its expense to verify such statements.
- G. A teacher who is sick for five (5) consecutive work days, shall submit a physician's statement indicating he/she is capable of returning to work.

ARTICLE XI - SICK LEAVE (continued)

- H. The Board shall furnish each teacher with a written statement at the beginning of each school year, or within ten (10) days after the execution of this Agreement, whichever comes later, setting forth the total of sick leave credited at the beginning of the school year.

- I. Job Related Injury - Worker's Compensation - In the event that a teacher suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law, the teacher will be entitled to use his/her sick leave in the same manner as if the injury or sickness was not compensable under Worker's Compensation for any day for which she/he receives sick pay from the District. For any day that the teacher receives sick pay from the District and reimburses the District for Worker's Compensation received, the teacher's sick leave shall be reduced only by that portion of a day equal to the portion of the teacher's gross pay actually paid by the District.

ARTICLE XII

LEAVES OF ABSENCE

- A. 1. **Personal Leave:** Personal leave days to a maximum of two (2) days per year will be granted to attend to urgent affairs that cannot be performed outside of the regular school day. Unused personal leave days shall be added to the teachers' sick day accumulation at the end of each school year.
2. Any request for a personal leave day must be done in writing in advance at least three (3) days, unless the nature of the emergency precludes such notification.

Because routine health examination, dental appointments, and surgical procedures may be scheduled outside of the regular school day, it is recognized that business leave days may not be used for the above, except in the case of an emergency. Business leave days shall also not be granted for seeking other employment, for hunting, for fishing, or other recreational activities, or to attend a wedding (except the wedding of the teacher or the teacher's children). It is further understood such leave shall not be granted the day preceding and/or following a vacation period or holiday.

B. Bereavement Leave

1. Four (4) days may be used in the case of death of a spouse or children of the teacher.
2. Three (3) days may be used in the case of death in the immediate family. In this instance "immediate family" shall be defined as parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, grandchildren, son-in-law, daughter-in-law, or relatives living in the same household as the teacher.
3. Other Deaths: The teacher may take one (1) day per death to attend the funeral of any other person.

- C. Upon written request to the Superintendent, child adoption leave or child care leave may be granted to a tenure teacher. Such leave of absence shall be without pay. An application for child adoption leave shall be filed immediately by the staff member upon notice from the adoption agency. A request for child adoption leave or child care leave will not be granted unless a qualified replacement is available.

ARTICLE XII - LEAVES OF ABSENCE (continued)

D. Military Leave: A leave of absence without pay shall be granted a teacher who is inducted or enlists for one (1) period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States and of Michigan according to Act 145 of 1943 as amended.

1. When the teacher returns to the District, she/he will be given the benefit of any salary increments to which she/he would have been entitled had she/he remained an active teacher in the District.
2. If a teacher is in a military reserve program and is required to take a temporary military leave during the school year, the Board will compensate the teacher for the difference between his/her normal teaching pay and his/her military pay for up to a maximum of fifteen (15) calendar days.
3. Provisions of this paragraph shall not apply to a person being separated from military service for other than honorable reasons.

E. Other Leaves: A leave of absence without pay for other reasons may be granted by the School Board upon written request of a teacher.

F. General Conditions: Unless otherwise indicated, the following conditions shall apply to leaves of absence:

1. Requests for leaves shall be in writing.
2. Eligibility shall be based on a minimum of two (2) years continuous employment in the District.
3. All extended leaves shall be limited to one (1) year.
4. Salary increments shall not accrue, but his/her basic salary shall be changed when the salary schedule has changed.
5. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
6. No salary shall be paid.
7. Not later than April 1 prior to termination of his/her leave, the teacher must notify the Superintendent of intent to return. Failure to comply with this provision shall be conclusive evidence of resignation.
8. Upon return from an approved leave of absence, the Board will return the teacher to an assignment comparable to that held by the teacher before going on leave, providing there is an opening on the staff for which the teacher is certified and qualified.

ARTICLE XIII

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers; however, each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy and State Laws. It shall be the responsibility of the teacher to submit written reports to his/her principal concerning any student, who, in the opinion of the teacher, needs particular assistance from the principal, counselor, social worker, law enforcement officer and/or other skilled personnel and/or is temporarily dismissed from a class for disciplinary reasons by the teacher. The principal will submit a written answer to the teacher concerning the disposition of this report.
- B. Any physical assault upon or threat against the physical well-being of a teacher or suit against a teacher which had its inception in a school-centered problem shall be reported immediately in writing to the building administrator with a copy forwarded to the Superintendent. The teacher involved may request assistance of the Board in such matter or the Board may act unilaterally. Requests shall be made in writing to the Board (sent to the Superintendent) who, in their sole discretion, shall make a determination as to whether the conduct of the teacher making such request justifies any assistance from the Board, and the extent thereof. The Superintendent shall be empowered to take investigative and other immediate action she/he deems necessary until the Board meets.
1. If, after the Board has provided legal and other assistance to the teacher in his/her defense, the teacher is adjudged guilty by a court of competent jurisdiction, the teacher shall repay all costs incurred by the Board in his/her defense.
 2. Time lost by a teacher in connection with any assault or law suit due to a necessary appearance at any court hearing shall not be charged against the teacher unless she/he is adjudged guilty by a court of competent jurisdiction or, in case of a civil suit, a judgment is entered against him/her, or if she/he agrees to pay damages without a judgment being entered.
- C. Any complaints by a parent or a student directed toward a teacher shall be called to the teacher's attention within a reasonable time and discussed with the teacher if such complaints are to be made a part of the teacher's personnel file. The teacher shall have the right to respond in writing to any such notation of or inclusion of such a complaint in the teacher's file. Such response shall be filed with, and attached to, the notation of complaint or the complaint itself.

ARTICLE XIII - STUDENT DISCIPLINE AND TEACHER PROTECTION
(continued)

- D. Teachers shall exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable to the Board except in the case of gross negligence or gross neglect of duty, for any damage or loss to property, except by right of subrogation: e.g. if the Board is held liable for injuries to the property of a third party.

- E. It is the responsibility of all teachers to assist at all times in maintaining order in the buildings.

- F. In the event a teacher excludes a student from his/her class for disciplinary purposes, except for a brief period for the purpose of a conference with the teacher, the teacher must furnish the principal full particulars of the incident in writing prior to the end of the school day and must meet with the principal.

ARTICLE XIV

NEGOTIATION PROCEDURES

- A. Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from inside or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

- B. At least ninety (90) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

ARTICLE XV

GRIEVANCE PROCEDURE

- A. The primary purpose of this procedure is to secure at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
- B. Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss and have it resolved informally with the Administrator.
- C. The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- D. At any level the failure of the administrator to communicate his/her decision within the specified time limit, shall permit the teacher and/or the grievance committee to proceed to the next level.
- E. If any building representative of member of the grievance committee is a party of interest to any grievance, she/he shall disqualify himself and a substitute shall be named by the Association.
- F. The provisions of the Michigan Tenure of Teacher Act (Act No. 4, P.A. of 1937, extra session) as amended, shall be relied upon exclusively by all parties in connection with all matters covered thereby.
- G. The number of days indicated at each level shall be considered as a maximum and effort should be made to expedite the process.
- H. If a grievance is sustained, the aggrieved teacher shall be reimbursed for any loss of wages or salary directly attributable to said grievance.
- I. A complaint or grievance may be withdrawn at any level and such withdrawal shall terminate the right to any further action on that particular complaint or grievance.

ARTICLE XV - GRIEVANCE PROCEDURE (continued)

J. Definitions:

1. A "complaint" is an alleged violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.
2. A "grievance" is a complaint which has not been resolved and which has been reduced to writing.
3. The "aggrieved person" is the person or persons making the claims.
4. "Teacher" includes an individual or group of teachers, or the Association, as long as the individual or group of teachers are members of the bargaining unit covered by this Agreement.
5. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken to resolve the problem.
6. The term "days" shall mean school days, unless otherwise specified.
7. The "grievance committee" shall be the members of the Association's Professional Problems Committee.

K. Procedure: Teacher Grievance -

Step One: Within five (5) days of the time a complaint arises, the teacher will present the complaint to his/her principal either personally or accompanied by an association representative. Within four (4) days after presentation of complaint, the principal will give his/her answer orally to the teacher.

Step Two: If the complaint is not resolved in Step One, the teacher may within three (3) days of receipt of principal's answer, submit to the Association a signed written "Statement of Grievance." An Association representative may assist in writing the complaint, using the form shown in Appendix D. A copy shall be given to the involved principal and the Superintendent at the same time. The "Statement of Grievance" shall name the teacher involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the teacher and of the Association with respect to these provisions, shall indicate the relief requested and shall be signed by the teacher involved. The grievance committee shall investigate thoroughly the complaint and then decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists, they shall so notify the Claimant, the principal, and the Superintendent in writing. The teacher may continue to process his claim without Association support. If the committee decides there is a legitimate grievance, then the grievance will be processed as described in Step Three.

ARTICLE XV - GRIEVANCE PROCEDURE (continued)

Step Three: If the grievance is not resolved in Step Two, then within five (5) days of the Association's receipt of the written grievance in Step Two, a copy of the grievance signed by the teacher and a representative of the Association may be submitted by the teacher to both the principal and the superintendent. If the grievance involves more than one (1) school building, it may be filed directly with the Superintendent or a representative designated by him/her. Within six (6) days of receipt of the grievance, the principal will indicate his/her disposition of the grievance in writing, and shall furnish a copy thereof to the Association, the teacher, and the Superintendent.

Step Four: If the grievance is not resolved in Step Three, the teacher may within five (5) days of receipt of the principal's answer submit the grievance to the Superintendent. The Superintendent or his/her designee may meet with the Association on the grievance, and will indicate his/her disposition of the grievance in writing within six (6) days of receipt of the grievance and shall furnish a copy thereof to the Association and the teacher.

Step Five: If the grievance is not resolved in Step Four, the teacher may within five (5) days of receipt of the Superintendent's answer submit the grievance to the Board by filing a written copy thereof with the Secretary or other designees of the Board. The Board or a committee of members of the Board shall meet within ten (10) days with the Association grievance committee for the purpose of arriving at a satisfactory solution to the grievance. The Board's disposition of the grievance, in writing, shall be made no later than five (5) days after said meeting, and a copy furnished to the Association, the teacher, and the Superintendent.

Step Six: If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Five above, either the Board or the Association shall have the right to appeal the dispute to an impartial arbitrator selected by the parties to this contract, or in the event agreement on an arbitrator is not reached within fifteen (15) calendar days, the arbitrator shall be selected in accordance with the voluntary Labor Arbitration Rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) calendar days from the date of the meeting provided for in Step Five. All arbitration will be conducted in accordance with voluntary Labor Arbitration Rules of the American Arbitration Association.

L. Powers of the Arbitrator: It shall be the function of the arbitrator, and she/he shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. She/he shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

ARTICLE XV - GRIEVANCE PROCEDURE (continued)

2. She/he shall have no power to establish salary scales or change any salary.
 3. She/he shall have no power to rule on any of the following:
 - a. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937, of Michigan, as amended).
 - b. Any matter involving teacher evaluation.
 4.
 - a. His/her powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and she/he shall not imply any other obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
 - b. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the teacher or teachers involved, and the Board.
 - c. The fees and expenses of the Arbitrator shall be apportioned between the parties on the basis of 1/3 to the winner and 2/3 to the loser. Determination of same to be made by the Arbitrator.
- M. Claims for Back Pay: The Board shall not be required to pay back wages of more than two (2) days prior to the date a written grievance is filed.
1. All claims for back wages shall be limited to the amount of wages that the teacher would otherwise have earned.
 2. No decision in any one case shall require a retroactive wage adjustment in any other case.
- N. 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.

ARTICLE XV - GRIEVANCE PROCEDURE (continued)

- O. Nothing contained herein shall be construed as a waiver or precedent by any action or lack of action taken by the Board or Administration.

- P. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:
 - 1. The termination of services of or failure to re-employ any probationary teacher.
 - 2. The placing of a non-tenure teacher on a third year of probation.
 - 3. Failure to reappoint a teacher to a coaching position.
 - 4. Any matter involving the merits of a teacher evaluation.

ARTICLE XVI

REDUCTION IN PERSONNEL

- A. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff and that the procedures set forth in this article shall be used in laying off personnel. When possible, teachers subject to layoff shall be notified of such layoff in writing at least 45 calendar days in advance, but not less than 14 days. The Board or its designee will meet and confer with the Association to discuss the proposed layoff prior to implementation.
- B. In order to promote an orderly reduction in personnel when the educational program, curriculum or staff is curtailed, the following procedure will be used:
1. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.
 2. If the reduction of personnel is still necessary then tenured teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first.
 3.
 - a. Seniority, for the purposes of this article, shall be defined to mean length of continuous service as a bargaining unit member. Time spent on layoff up to two years shall not be construed as a break in continuous service and seniority shall continue to accrue for that period. The parties agree that district administrators will retain seniority equal to their teaching experience in the Napoleon Community Schools. The district shall prepare and present to the Association a current seniority list of employees prior to October 15th of each year. Accompanying the name of each employee on the list shall be the date of last hire and each employee's certification.
 - b. Relative seniority rankings and initial seniority dates shall be determined according to the following four criteria in the order stated:
 - (1) The first day of work when all teachers were required to report;
 - (2) Date of Board action to hire;

ARTICLE XVI - REDUCTION IN PERSONNEL (continued)

- (3) Date of employee's signature upon teaching contract;
 - (4) Date of application.
4. A tenured teacher, who is laid off pursuant to this article, has the right to be placed in a teaching position for which he/she is certified and qualified to fill and which is occupied by a teacher with less seniority. The right to reassign for purposes of this article shall remain with the administration and qualification shall be defined in the following manner:
- a. In order to qualify to teach in grades K-6, an individual must possess elementary certification in all subjects to be taught.
 - b. In order to qualify to teach in grades 7-8 an individual must:
 - (1) have a major or minor in the subject matter or,
 - (2) have taught the subject matter at the middle school not less than one year of the last five years, or agree to take and successfully complete 6 semester hours credit in the specific subject area to be taught in the next year.
 - c. In order to qualify to teach at the high school, an individual must:
 - (1) have a major or minor in the subject matter, and
 - (2) teaching experience in the subject matter in grades 9- 12 of not less than one year of the last five years, or agree to successfully complete 6 semester hours credit in the specific subject area to be taught in the next year.

Such academic training shall commence with the next regular semester in which such subjects are taught at an accredited institution of higher education. Furthermore, the expense of this training shall be reimbursed by the Board at the Bachelor Degree credit cost, after the successful completion of the six hours is documented by transcript and receipt for credit cost. Further, said classes shall be taken during off-duty hours. Failure to comply with the provisions set forth in this subsection shall result in the forfeiture of all seniority rights and benefits gained pursuant thereto.

- C. The qualification and certification of teachers will be determined as of August 15th of the school year in which the layoff is effective. Changes in a teacher's certification following the original layoff shall not permit the teacher to be recalled by bumping.

ARTICLE XVI - REDUCTION IN PERSONNEL (continued)

D. Recall of tenured teachers shall be in the inverse order of layoff, (seniority), provided, however, that a teacher in order to be reemployed shall be certified and qualified as herein set forth. No new teacher shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers who are certified and qualified to fill the vacancy. A vacancy for purposes of this Article shall be for a duration of ninety (90) days or more.

E. The Board shall give written notice of recall from layoff by sending a registered letter to the teacher's last known address, with a copy sent to the Association. A teacher being recalled shall have fifteen calendar days from the date of mailing of the recall notice in which to serve written notification to the Board of their intention to return. Before any teacher is terminated because of failure to respond to such notice, the Association shall be given three days notice prior to termination of said teacher. It shall be the responsibility of the laid off teacher to provide the district with a current address.

Time spent on approved leave of absence without benefits shall not constitute a break in continuous employment with the district, however, seniority as pertains to leaves of absence, shall not be granted for less than each full semester of employment completed.

Refusal or acceptance of a position that is less than full time shall not affect a teacher's recall rights to a full-time position.

In recalling teachers from layoff, no teacher will be terminated, lose recall rights, or seniority, if the teacher is at the time of recall under contract as a teacher with another school district. (Applies until the end of the current school year).

F. The recall list shall be maintained by the Board for two years from the effective date of layoff or longer for tenured teachers if required by law.

G. The individual contract, executed between teacher and the Board, 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.

ARTICLE XVII

CONTINUITY OF OPERATION

The Association recognizes that work stoppages in general are not permitted by law and the Association will not encourage or support any illegal work stoppage and will take such action as is reasonably possible to prevent or stop any such work stoppage during the term of this Agreement.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. 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 and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. This Agreement shall supersede any rules, regulations, or policies of the Board which shall be contrary to or inconsistent with its terms.
- C. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers 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 shall be duplicated at the expense of the Board and available to all teachers now employed, and hereafter employed.
- E. Nothing contained herein shall be construed to deny or restrict to any teacher or the Board rights either may have under the Michigan General School Laws. Other rights granted hereunder are in addition to those provided elsewhere.
- F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, sex, color, or national origin.
- G. Recognizing that an integral part of the educational career of some teachers involves coaching responsibilities the Board will, after a teacher has completed two (2) years from and after September 1, 1975 in a particular coaching assignment, give to such teacher a list of written reasons for not reassigning said teacher to that particular assignment. Such teacher shall have an opportunity to meet with the Board of Education to discuss the reasons and to ask that the Board reconsider its decision not to reappoint.

ARTICLE XIX

TEACHER EVALUATION

- A. It is recognized by the parties that evaluation is a continuous process. All formal monitoring or observation of the work of a teacher shall be conducted in person and with the full knowledge of the teacher.
- B. Teacher evaluation shall include formal and informal observation. A teacher will be given prior notice of a formal observation. Each formal observation shall be for not less than one period or the duration of a particular activity. In no event shall a formal observation be for less than thirty minutes.
- C. At the time of the formal observation visit, the teacher may have one opportunity to request an alternative visitation and state the reason which will be honored.
- D. Each teacher, upon his/her employment or at the beginning of the school year, and no later than October 15, shall be appraised of the specific criteria on which he/she will be evaluated. The criteria shall primarily focus on the following:
 - 1. Knowledge of the subject matter
 - 2. Techniques of instruction
 - 3. Classroom management
 - 4. Relationships with pupils, parents, and professional colleagues
 - 5. The teacher's written job description and annual goals which are jointly developed by the teacher and administration
- E. If teachers are formally evaluated outside their area of certification they shall also be evaluated within their area of certification.
- F. All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) school days of the evaluation. If the teacher disagrees with the evaluation he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If an administrator believes a teacher is doing unacceptable work a statement of such deficiency shall be set forth in written terms. Terms shall also include a reasonable period for expected correction. In subsequent observation reports, failure to again note the above stated deficiency shall be interpreted to mean that adequate improvement has taken place.

ARTICLE XIX - TEACHER EVALUATION (continued)

- G. Following each formal classroom evaluation, which shall include a conference with the administration, the teacher shall sign and be given a copy of the evaluation report prepared by the administrator. In no case shall the teacher's signature be construed that he/she necessarily agrees with the contents of the evaluation. A teacher may submit a self-evaluation if he/she so desires. All written formal evaluations are to be placed in the teacher's personnel file.
- H. Probationary teachers shall be observed for the purpose of formal evaluation at least two times during the school year with the objective being one formal evaluation per semester. These formal observations shall occur no later than three months following a teacher's commencement of service, and no later than March 20th of the probationary year. Tenure teachers shall be formally evaluated at least once every two years. The evaluation of tenured staff shall be completed by May 15.
- I. No later than April 1st of each probationary year the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied additional probationary status because of unsatisfactory work, will be furnished by the administration to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. The report shall be furnished to the teacher. The report shall not contain any information not previously made known to and discussed with the probationary teacher. In the event a probationary teacher is not to be continued in employment because of unsatisfactory work, the Board will notify the teacher in writing at least 60 days prior to the close of the school year, which is consistent with the requirements of the Teacher Tenure Act. A copy of the notice shall be provided to the Association.
- J. Each teacher's final evaluation shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this teacher is satisfactory ____; unsatisfactory ____." (Check one)

ARTICLE XX

DURATION OF AGREEMENT

- A. During the negotiations of this Agreement, each party made proposals and counter-proposals. This Agreement contains the entire understanding of parties hereto. It is the intention of the parties that this Agreement during its terms shall cover all negotiable items, proposals, and subjects concerning wages, hours, and conditions of employment.

- B. This Agreement shall become effective September 1, 1991, and shall remain in full force and effect through August 31, 1994, and from year to year thereafter unless either party gives notice in writing to the other party at least ninety (90) days prior to the expiration date.

NAPOLEON COMMUNITY SCHOOLS
BOARD OF EDUCATION

JACKSON COUNTY EDUCATION
ASSOCIATION

President

President, Napoleon Education Assoc.

Secretary

Member, Negotiating Team

Member, Negotiating Team

Member, Negotiating Team

President, J.C.E.A.

Chief Negotiator

APPENDIX A
COMPENSATION

- A. The salary schedule is shown in the tables on pages 43, 44 and 45.
- B. Outside Experience: A teacher can be allowed credit for a maximum of eight (8) years teaching experience in other schools.
- C. Salary Adjustments: Salary adjustments will be made on September 1 except as follows:
1. Teachers qualifying for an additional adjustment because of earning on M.A. degree will be moved from the B.A. schedule to the M.A. schedule provided that the teacher notifies the Superintendent in writing by May 1/September 1 of the teacher's intent to complete the necessary requirements and prior to September 1/February 1 confirms the completion of the necessary requirements. Failure to comply with the preceding will automatically delay the adjustment until February 1/September 1.
 2. Teachers hired at the start of the second semester will earn one-half (1/2) year's experience their first year. Thereafter, their salary will be increased annually on September 1 according to the "one-half (1/2) year" experience steps on the salary schedule.
- D. Part-time Teachers: Part-time teachers will be paid by the class period. The class period rate will be determined by dividing the salary the teachers would normally be entitled to by the quantity one hundred eighty (180) times the number of class periods in a school day. (Example: If regular salary is \$6,660 per year, then $\$6,660 \div (180 \times 6) = \6.17).
- E. Extra Class Assignments - Secondary Schools
1. Teachers assigned a class during their normal preparation period will be paid an additional \$12.00 per class period.

When there is only one (1) teacher on a preparation period available to substitute and said teacher is assigned, she/he shall be paid an additional \$15.00 per class period.

APPENDIX A - COMPENSATION (continued)

F. Fringe Benefits

For full-time teachers that apply the Board shall pay the full cost of premiums for either MESSA PAK Plan A or Plan B. For those teachers who teach a full school year, coverage shall be effective for a full 12 month period.

Plan A	Plan B
Supercare 1	
Delta Dental E 07 (80/80/80: \$800)	Same
\$10,000 Term Life with AD&D	\$20,000 with AD&D
VSP-2	VSP-2
L-T-D	Same
90 day qualifying period	
\$2,500 maximum/month	
66 2/3%	

Those enrolled in Plan B shall have \$100/month to apply to any MESSA options or Board approved tax sheltered annuities or combination of both.

For those enrolled in Plan A, the Board will pay up to \$50 per individual or up to \$100 per family per year to reimburse teachers for deductible expenses not paid by MESSA.

Employee insurance coverage shall be subject to the rules and regulations of the carrier.

G. Insurance Eligibility: Each teacher shall be eligible to enroll in the health plan, however, double coverage is prohibited.

H. In addition to the salary schedule, the Board will pay the five percent (5%) annual retirement cost of the Michigan School Employees' Retirement Fund.

I. Any teacher with ten (10) or more years of service to the Napoleon Community Schools who retires under the Michigan Public School Employees Retirement System shall receive the appropriate stipend set forth below provided he/she qualifies under the Eligibility Circuit Breaker (ECB).

In order to be eligible, the application of the following formula to the retiring teacher yields a result in excess of 40%:

APPENDIX A COMPENSATION

$$\text{ECB (\%)} = 100 \times \frac{\text{sick leave accumulation at retirement}}{\# \text{ of years of service} \times 10 \text{ days/year}}$$

A qualifying teacher will receive pay in accordance with the following formula:

41% - 50%	\$ 500.00
51% - 60%	\$1000.00
61% - 70%	\$2000.00
71% - 80%	\$3000.00
81% - 90%	\$4000.00
91% - 100%	\$5000.00

APPENDIX A

SALARY SCHEDULE

STEP	BA 1991-92	MA 1991-92
0	\$24,299	\$25,723
1/2	\$24,913	\$26,432
1	\$25,522	\$27,141
1-1/2	\$26,136	\$27,854
2	\$26,747	\$28,566
2-1/2	\$27,358	\$29,274
3	\$27,971	\$29,985
3-1/2	\$28,581	\$30,699
4	\$29,190	\$31,408
4-1/2	\$29,802	\$32,120
5	\$30,415	\$32,830
5-1/2	\$31,025	\$33,544
6	\$31,637	\$34,254
6-1/2	\$32,246	\$34,962
7	\$32,860	\$35,672
7-1/2	\$33,468	\$36,383
8	\$34,080	\$37,095
8-1/2	\$34,694	\$37,803
9	\$35,301	\$38,513
9-1/2	\$35,959	\$39,225
10	\$36,619	\$39,937
10-1/2	\$37,183	\$40,648
11	\$37,747	\$41,356
11-1/2	\$38,211	\$41,822
12	\$38,676	\$42,284

APPENDIX A
SALARY SCHEDULE

STEP	BA 1992-93	MA 1992-93
0	\$25,757	\$27,266
1/2	\$26,408	\$28,018
1	\$27,053	\$28,770
1-1/2	\$27,705	\$29,525
2	\$28,352	\$30,280
2-1/2	\$28,999	\$31,030
3	\$29,650	\$31,784
3-1/2	\$30,296	\$32,541
4	\$30,942	\$33,292
4-1/2	\$31,590	\$34,047
5	\$32,239	\$34,800
5-1/2	\$32,887	\$35,556
6	\$33,535	\$36,309
6-1/2	\$34,181	\$37,060
7	\$34,832	\$37,813
7-1/2	\$35,477	\$38,566
8	\$36,125	\$39,320
8-1/2	\$36,775	\$40,071
9	\$37,419	\$40,824
9-1/2	\$38,117	\$41,579
10	\$38,816	\$42,333
10-1/2	\$39,414	\$43,087
11	\$40,011	\$43,837
11-1/2	\$40,504	\$44,332
12	\$40,997	\$44,822

APPENDIX A
SALARY SCHEDULE

STEP	BA 1993-94	MA 1993-94
0	\$27,303	\$28,902
1/2	\$27,992	\$29,699
1	\$28,676	\$30,496
1-1/2	\$29,367	\$31,296
2	\$30,053	\$32,097
2-1/2	\$30,739	\$32,892
3	\$31,429	\$33,691
3-1/2	\$32,113	\$34,493
4	\$32,798	\$35,290
4-1/2	\$33,485	\$36,090
5	\$34,174	\$36,888
5-1/2	\$34,860	\$37,690
6	\$35,547	\$38,488
6-1/2	\$36,232	\$39,283
7	\$36,921	\$40,081
7-1/2	\$37,605	\$40,880
8	\$38,292	\$41,680
8-1/2	\$38,982	\$42,475
9	\$39,664	\$43,273
9-1/2	\$40,404	\$44,074
10	\$41,145	\$44,873
10-1/2	\$41,778	\$45,672
11	\$42,412	\$46,467
11-1/2	\$42,934	\$46,992
12	\$43,457	\$47,511

APPENDIX B

EXTRA CURRICULAR COMPENSATION

Football

Varsity head coach	11%
Assistants	7%
J.V. head coach	7%
Assistants	5%
Middle School coaches	5%

Basketball

Varsity head coach (Boys)	11%
J.V.	7%
8th Grade	5%
7th Grade	5%
Girls varsity head coach	11%
J.V.	7%
8th Grade	5%
7th Grade	5%

Cross Country

Boys head coach	8%
Girls varsity head coach	8%

Track

Boys varsity head coach	8%
Assistant	5%
Middle School	5%
Girls varsity head coach	8%
Assistant	5%
Middle School	5%

Wrestling

Varsity head coach	10%
Varsity Assistant	6%
Middle School	5%

Golf

Boys	5%
Girls	5%

Gymnastics

Girls varsity head coach	8%
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Volleyball

Varsity head coach	8%
Jr. Varsity	5%
Middle School	5%

APPENDIX B (continued)

Softball

Varsity head coach	8%
Jr. Varsity	5%

Baseball

Varsity head coach	8%
Assistant	5%
Jr. Varsity	5%

Cheerleaders

Cheerleading Advisor	8%
7th & 8th Grade	6%

Band

Extra-Curricular Activities	10% of Salary
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Debate

3%

Forensics

3%

Coaches' salaries that are in excess of One Hundred Dollars (\$100.00) shall be paid in equal installments on the regular paycheck.

The above percentages will be applied to the Bachelor's Degree Scale. The appropriate step will be determined by the number of years' experience as a coach in the sport involved.

Coaches who held specific coaching positions during the 1975-76 school year shall continue to receive the same percentage of salary as in the 1974-76 contract (regardless of the percentages represented above) for as long as they continue to hold the same coaching position.

The following percentages shall be applied to the Bachelor's Degree scale, Step O:

Class Advisors

Senior Class	2.50%
Junior Class	3.00%
Sophomore Class	1.75%
Freshman Class	1.75%

Club Advisors

National Honor Society	1%
Varsity Club	1%

APPENDIX B (continued)

Department Heads - Secondary School

Social Science	2%
Science	2%
Math	2%
English	2%
Business	2%

Driver Education

<u>91-92</u>	<u>92-93</u>	<u>93-94</u>
\$14.05/hr.	\$14.89/hr.	\$15.79/hr.

Student Council Advisors

High School	5%
Middle School	4%

Academic Games Coach (H.S.)

1.0%

Problem Solvers

1.5%

Journalism Advisors

Yearbook (H.S. & M.S.)	With Class	1.5%
	Without Class	3.0%

School Paper (H.S. & M.S.)

With Class	1.5%
Without Class	3.0%

Audio-Visual Directors

Ackerman Elementary	1%
Ezra Eby Elementary	1%

Band

Summer Program	7%
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Class Advisors

8th Grade Class	1%
7th Grade Class	1%
6th Grade Class	1%
6th Grade Class with Camp	1.5%

Club Advisors

National Junior Honor Society	1%
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Service Squad (Elementary)

1%

Safety Patrol (Elementary)

1%

APPENDIX B (continued)

<u>Director of Secondary Plays</u> (Variety Show) Two Productions	\$150.00 per production
<u>Director of Middle School Plays</u>	\$100.00 per production (with class)
<u>Lunch Room Supervision</u>	\$7.50 per lunch period
<u>After School Detention</u>	\$12.00 per hour

For the 1982-83 school year the following is mutually understood and agreed:

<u>Head High School Cross Country Coach</u> (Boys & Girls)	8%
<u>Assistant High School Cross Country Coach</u> (Boys & Girls)	3%
<u>Middle School Basketball Coach</u> (Boys - 7th & 8th Grade)	5%
<u>Middle School Basketball Coach</u> (Girls - 7th & 8th Grade)	5%

SPORTS

Coaches' salaries that are in excess of One Hundred Dollars (\$100.00) shall be paid in equal installments on the regular paycheck.

The above percentages will be applied to the Bachelor's Degree Scale. The appropriate step will be determined by the number of years' experience as a coach in the sport involved.

APPENDIX C

GRIEVANCE REPORT
NAPOLEON SCHOOL DISTRICT

Teacher's Name _____ Date of Violation _____

School _____ Date of Grievance _____

Nature of Grievance (Give Article and Section Allegedly Violated) _____

Settlement Desired _____

Signed _____ Signed _____
Teacher Association Representative

Step Two - GRIEVANCE COMMITTEE DISPOSITION:

Date _____ Signed _____
For Grievance Committee

Teacher's response to grievance committee _____

Date _____ Signed _____
Teacher

APPENDIX C (continued)

Step Three - PRINCIPAL'S DISPOSITION:

Date _____ Signed _____
Principal

Teacher's and/or Association response to the Principal _____

Date _____ Signed _____
Teacher or Assoc. Representative

Step Four - SUPERINTENDENT'S DISPOSITION:

Date _____ Signed _____
Superintendent

Teacher's and/or Association response to the Superintendent _____

Date _____ Signed _____
Teacher or Assoc. Representative

Step Five - BOARD'S DISPOSITION

Date _____ Signed _____
Board Representative or
Superintendent

APPENDIX D

PART-TIME EMPLOYEES

- A. Employees who work less than a full day shall be compensated on a pro-rata basis.
- B. Employees who work less than a full day shall be eligible for fringe benefits on a pro-rata basis.
- C. For purposes of seniority and tenure, employment for less than a full day shall be considered full time employment.
- D. For purposes of salary schedule credit, an employee who works half-time or less shall be advanced 1/2 step on the schedule for each year or major fraction thereof worked. Employees working greater than half-time shall be advanced a full step on the salary schedule.
- E. No employee shall be assigned to less than full time employment without their clear, free consent thereto.
- F. Full-time employees who voluntarily accept assignment to less than full time employment shall not lose their right to return to full time employment in subsequent school years.
- G. Part-time assignments shall consist of contiguous hours of work.
- H. The parties recognize that full-time employment is preferable to the creation of multiple part-time assignments. Therefore, multiple part-time assignments shall not be created where the same could reasonably be consolidated, unless agreed to in advance by the Board and Association.
- I. Reference to part-time employees shall not include persons employed by the Adult and Community Education Program.

APPENDIX E
1988-89 SCHOOL CALENDAR

					Student/	Staff						Student/	Staff	
M	T	W	T	F	Staff	Only	M	T	W	T	F	Staff	Only	
<u>AUGUST</u>					26	0	1	<u>JANUARY</u>					5	5
29	30	31			3	3	23	24	25	26	27	2	2	
<u>SEPTEMBER</u>							<u>FEBRUARY</u>							
	1	2			2	2		1	2	3		3	3	
5	6	7	8	9	0	0	6	7	8	9	10	5	5	
12	13	14	15	16	5	5	13	14	15	16	17	5	5	
19	20	21	22	23	5	5	20	21	22	23	24	5	5	
26	28	28	29	30	5	5	27	28				2	2	
<u>OCTOBER</u>							<u>MARCH</u>							
3	4	5	6	7	5	5		1	2	3		3	3	
10	11	12	13	14	5	5	6	7	8	9	10	5	5	
17	18	19	20	21	5	5	13	14	15	16	17	5	5	
24	25	26	27	28	5	5	20	21	22	23	24	4	4	
<u>NOVEMBER</u>							<u>APRIL</u>							
	1	2	3	4	3	4								
7	8	9	10	11	5	5	3	4	5	6	7	5	5	
14	15	16	17	18	5	5	10	11	12	13	14	4	5	
21	22	23	24	25	3	3	17	18	19	20	21	5	5	
28	29	30			3	3	24	25	26	27	28	5	5	
<u>DECEMBER</u>							<u>MAY</u>							
	1	2			2	2	1	2	3	4	5	5	5	
5	6	7	8	9	5	5	8	9	10	11	12	5	5	
12	13	14	15	16	5	5	15	16	17	18	19	5	5	
19	20	21	22	23	4	4	22	23	24	25	26	5	5	
26	27	28	29	30	0	0	29	30	31			2	2	
<u>JANUARY</u>							<u>JUNE</u>							
2	3	4	5	6	4	4		1	2			2	2	
9	10	11	12	13	5	5	5	6	7	8	9	4	5	
16	17	18	19	20	4	5	12	13	14	15	16	0	0	
							19	20	21	22	23			

1st SEMESTER TOTALS 89 92

2nd SEMESTER TOTALS 91 93

GRAND TOTAL 180 185

ELEMENTARY TEACHERS released = STAFF ONLY
at noon on 1/20 and 6/9 -SECONDARY work all day = STUDENT/STAFF
VACATION = TENTATIVE - (one conference
day per semester to be
determined for elementary
and secondary)

APPENDIX E
1989-90 SCHOOL CALENDAR

M	T	W	T	F	Staff	Student/ Staff Only	M	T	W	T	F	Staff	Student/ Staff Only	
<u>AUGUST</u>							<u>JANUARY</u>							
28	29	30	31		25	0	1	22	23	24	25	26	5	5
						4	4	29	30	31			3	3
<u>SEPTEMBER</u>							<u>FEBRUARY</u>							
					1	1	1				1	2	2	2
4	5	6	7	8	4	4	5	6	7	8	9	5	5	
11	12	13	14	15	5	5	12	13	14	15	16	5	5	
18	19	20	21	22	5	5	19	20	21	22	23	5	5	
25	26	27	28	29	5	5	26	27	28			3	3	
<u>OCTOBER</u>							<u>MARCH</u>							
2	3	4	5	6	5	5				1	2	2	2	
9	10	11	12	13	5	5	5	6	7	8	9	5	5	
16	17	18	19	20	5	5	12	13	14	15	16	5	5	
23	24	25	26	27	5	5	19	20	21	22	23	5	5	
30	31					2	2	26	27	28	29	30	5	5
<u>NOVEMBER</u>							<u>APRIL</u>							
		1	2	3	2	3	2	3	4	5	6	0	0	
6	7	8	9	10	5	5	9	10	11	12	13	3	4	
13	14	15	16	17	5	5	16	17	18	19	20	5	5	
20	21	22	23	24	3	3	23	24	25	26	27	5	5	
27	28	29	30			4	4			30			1	1
<u>DECEMBER</u>							<u>MAY</u>							
				1	1	1	1	2	3	4		4	4	
4	5	6	7	8	5	5	7	8	9	10	11	5	5	
11	12	13	14	15	5	5	14	15	16	17	18	5	5	
18	19	20	21	22	0	0	21	22	23	24	25	5	5	
25	26	27	28	29	0	0	28	29	30	31		3	3	
<u>JANUARY</u>							<u>JUNE</u>							
1	2	3	4	5	4	4	4	5	6	7	8	1	1	
8	9	10	11	12	5	5	4	5	6	7	8	1	1	
15	16	17	18	19	4	5	11	12	13	14	15	4	5	

1st SEMESTER TOTALS 89 92

2nd SEMESTER TOTALS 91 93

GRAND TOTAL 180 185

ELEMENTARY TEACHERS released
at noon on 1/19 and 6/8

= STAFF ONLY

-SECONDARY work all day

= STUDENT/STAFF VACATION

= TENTATIVE - (one conference
day per semester to be
determined for elementary
and secondary)

Calendar

APPENDIX F

SETTLEMENT AGREEMENT (REFERENCE ARTICLE XI)

The following is the full and complete agreement of the parties (Napoleon Board of Education and the Jackson County Education Association) regarding the pending matters included in the grievances identified as American Arbitration Association Case Nos: 54 39 0392 79 and 54 39 0393 79.

1. The parties agree that when the phrase "Routine health examinations, dental examinations, and surgical procedures..." is utilized either in the contract language itself or on forms of application or elsewhere in relationship to these matters, it shall be the interpretation of the parties that the work "routine" modifies "health examinations", "dental examinations" and "surgical procedures." Used in the context of these issues raised by these grievances, in other words, routine health examinations, routine dental appointments, and routine surgical procedures are the exempted items from such leave.
2. The Association shall recognize the right of the Administration to request additional information (more specific detail) when the Administration has cause to believe that a staff member may be contemplating abuse of a sick/personal day and/or has a relatively recent history of verified abuse of sick/personal day/s.
3. The parties agree that, excepting situations as outlined in Item (2) hereinbefore the following examples drawn from current forms as approved by the Administration shall exemplify sufficient detail for approval for the leave day:

Personal Day

Dr. Appointment
Emergency Dental Service
Electrical Failure - no alarm
clock in operation (emergency)
Testify in court
Business appointment during
day-also involves husband

Sick Day

Ill
Illness
Personal Illness
Doctor or Dental Appointment
to receive treatment for
disabling injury or illness

4. "Routine" is to be defined as to mean appointments with doctors or dentists which do not relate to particular illnesses or injuries. Such matters as regular check-ups or dental cleanings, etc. shall be examples of "routine" health-related matters which are to be outside of the purview of either personal business or sick leave. "Routine" as it relates to surgery is defined as schedulable, elective surgery which is not corrective of a condition of which the teacher's physician has recommended correction.
5. In consideration of the foregoing the Association will withdraw the grievances (AAA Case Nos. 54 0392 79, and 54 39 0393 79).

6. The Association specifically withdraws its objections to the addendum forms stapled to the leave application forms as conditional for approval and the Board agrees to delete the work "all" from the second line of the first paragraph of same.