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**MASTER CONTRACT AGREEMENT**

**between**

**THE BOARD OF EDUCATION OF THE  
DRYDEN COMMUNITY SCHOOLS DISTRICT OF MICHIGAN**

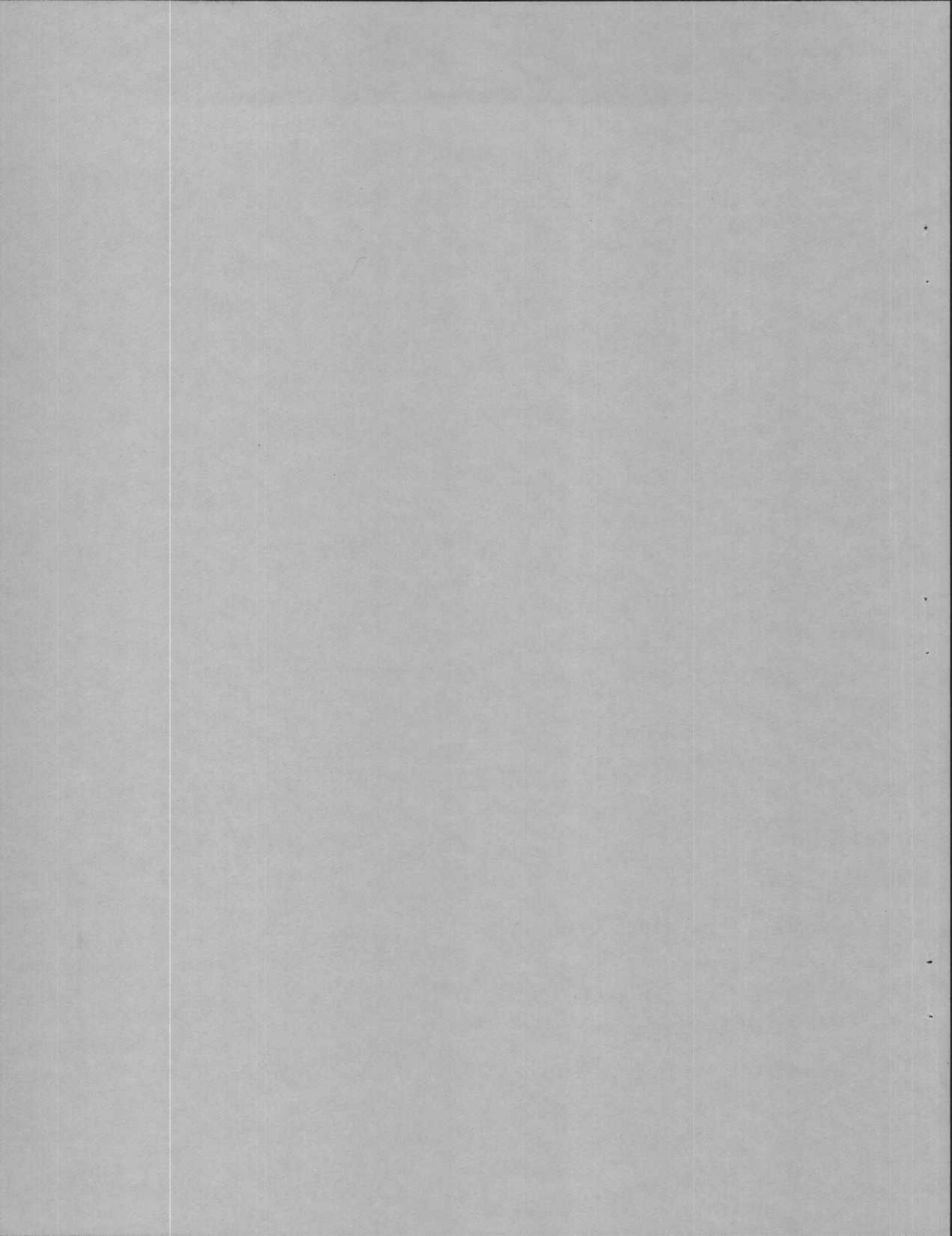
**and**

**THE DRYDEN EDUCATION ASSOCIATION**

**July 1, 1990 - June 30, 1991**

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

*Dryden Community Schools*



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## ARTICLE I

### Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certified personnel, whether under contract, on leave, employed or to be employed by the Board, excluding Superintendent and principals. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined, and reference to male teachers shall include female teachers.
  
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

## ARTICLE II

### Board of Education Rights

There is reserved exclusively by the Board of Education all responsibilities, powers, rights and authority vested in it by the laws and the Constitution of the State of Michigan and the United States, or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of the Agreement.

## ARTICLE III

### Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations, or amendments to existing laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for use of school rooms before the commencement of the school day, nor until 6 p.m. In case of conflict, a room would be designated by the Superintendent.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. The Association shall have the right to post notice of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the District mail service and teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignia, pins or their identification of membership in the Association, either on or off school premises. No notices shall be posted on student bulletin boards.
- G. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all items that are of public record to annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), reports, census and membership data, names and addresses of all teachers, agendas and minutes of all Board meetings, treasurer's and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- H. The Board shall, at its option, consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

- I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Consistent with the Constitution and General School Laws of the State of Michigan, the private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- J. The provision of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status.

#### ARTICLE IV

##### Dues, Fees and Payroll Deduction

- A1. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties, or the effective date of this Agreement, whichever is later, join the Association/Union, or pay a Service Fee to the Union. Service fees will be established in accordance with the Union procedures. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to *MCLA 408.477; MSA 17.277(7)* and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.
- A2. Pursuant to *Abood vs. Detroit Federation of Teachers, 431 US 209 (1977)*, the Union established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures." If any bargaining unit member paying Service Fees hereunder objects to the expenditure by the Union, (including MEA or NEA) of any funds collected from him/her pursuant to provision A1 above, such bargaining unit member may present such objection pursuant to that Policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the bargaining unit member of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such Policy shall be exclusive and unless and until such procedures, including any judicial review thereof, shall have been availed of an exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.



- A3. 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 (including Unemployment Compensation), suits or other forms of liability, and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article, provided the following:
1. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires.
  2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both trial and appellate levels.
- B1. Any bargaining unit member who is a member of the Association, or who has applied for membership may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions in the Association, as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and By-Laws. Pursuant to such authorization, the employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member for each month for ten (10) months, beginning in September and ending in June of each year.
- B2. Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities as approved by the Board and Association, credit union, savings bonds, United Fund, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and the employer.
- C. The parties agree that every bargaining unit member permitted to work will be required prior to the 1<sup>st</sup> semester of employment to sign an individual contract of employment, as provided in Section 1231 of the School Code (*MCLA 380.1231, MSA 15.41231*) and that every such contract shall contain the following:

*"The Teacher and District recognize that wages, hours, terms and conditions of the continuing employment relationship are subject to and governed by the collective bargaining agreement between the District and the Dryden Education Association, which for the \_\_\_\_\_ school year, is the Agreement between the District and said Association of the date of \_\_\_\_\_. Said collective bargaining agreement being incorporated herein by reference as though specifically, fully set forth in this Agreement. By accepting and signing this contract, the Teacher agrees to be bound by all such terms, including provisions of Article IV, Dues, Fees and Payroll Deduction."*

## ARTICLE V

### Teaching Hours and Class Load

- A. Teachers shall normally work a seven (7) hour work day. Within the work day all teachers shall be entitled to thirty (30) minutes duty-free lunch period. Teachers may leave the building at lunch to take care of legitimate, personal business. Teachers are required not to return late.
  
- B1. Each secondary teacher shall have one conference period per day and will be assigned no more than six (6) teaching periods per day. No secondary teacher may be assigned to more than 300 minutes of student instructional time per day without notice to and consent of the Association and the individual bargaining unit member. Should the parties agree to a five (5) period high school day, the conference period shall be equal in time to one teaching period.
  
- B2. Without notice to and consent of the Association and the individual bargaining unit member, no elementary teacher may be assigned to more than an average of 1,645 minutes per week of student instructional time. In the event a teacher is not assigned to teach a period (i.e. art, music, library, recess, etc.) the unassigned teacher will utilize that time as additional conference/preparation time.
  
- C1. The responsibilities of all teachers during a conference/preparation period would include areas such as preparation of lessons, meeting with parents, students, administrator(s), teacher(s) and other job-related duties.
  
- C2. Teachers would be required to remain in their respective buildings during their conference/preparation period unless excused by their immediate building administrator.
  
- D. No departure from these norms, except in case of emergency, such as tornadoes, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
  
- E. In an emergency an extra class may be assigned to a teacher during their conference/planning period. A teacher assigned, in an emergency situation, for another during a conference/planning period, shall be paid for the period at the rate of \$12.00 per period, or at the teacher's option, compensatory time may accrue. Compensatory time will be used in accordance with guidelines developed jointly by the Board and the Association.
  - 1. It is agreed that the assignment of an extra class will be made after the Administration has exhausted all other alternatives.



2. It is agreed that the assignment of an extra class would be eliminated as soon as possible.
- F. If a teacher shall teach more than the normal teaching load, as set forth in this Article, the teacher shall receive additional compensation at the teacher's pro-rated pay.
- G. If it should be essential, with the consent of the Administration, that a teacher be engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, mediation, or arbitration, the teacher shall be released from regular duties without loss of salary.

## ARTICLE VI

### Teaching Conditions

- A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.
- B. It is recognized by the Board that teacher-pupil ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes at an acceptable number, taking into consideration students learning abilities, mastery of skills, the availability of qualified teachers, and the best interests of the District, as deemed administratively feasible.
- C. The Administration will try to keep within the maximum ratios, namely:

	<u>Maximum</u>	<u>Interim Goal</u>
1. Kindergarten (per half day) pupil ratio	1:30	1:26
Elementary teacher-pupil ratio	1:35	1:30
Elem. split room teacher-pupil ratio	1:27	1:25
Secondary non-vocational/non-science pupil ratio per class period	1:35	1:25
Vocational teacher pupil ratio	1:25	1:22
Laboratory science teacher-pupil ratio	1:25	1:22

- D. A split room shall consist of no more than two grade levels at elementary level.
- E. Prior to, or within the first week of school and no later than the fourth Friday, if the number of students in a given classroom exceeds the maximum (numbers determined by student count and E1 weighting factors) stated in Article VI, Section C, a conference will take place between the affected teacher and building principal to work out a solution to the problem. Solutions will include, but are not limited to the following:

1. Rescheduling to equalize classroom loads. To the extent possible, classes shall be equalized in numbers. Weighting will be utilized when equalizing classroom loads. The following weighting schedule will be utilized:

<u>Student Category</u>	<u>Weighting Factor</u>
Learning Disabled	1.5
Physically Impaired	1.5
E.I.	2.5
E.M.I.	2.5

2. Additional equipment and materials to aide teacher in meeting the needs of students.
  3. Other mutually agreeable solutions.
- F. Throughout the year as new students are added, class size loads will be equalized to the extent possible, consistent with Article VI, Section E.
- G. 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 will attempt, within its financial resources, to provide for all teachers all teaching and clerical materials which the Board now provides and to keep the schools reasonably equipped, maintained and staffed.
- H. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being. Teachers shall immediately notify their building principal of any unsafe classroom and/or building condition. The Administration shall make every effort to correct the situation as soon as is possible.

## ARTICLE VII

### Duties and Responsibilities of Teachers

- A. Teachers should take a responsible attitude toward children in the halls, especially between classes, before school, during noon hour, and after school.
- B. Teachers will be expected to maintain positive professional attitudes toward community-school organizations.
- C. It shall be mandatory that teachers attend meetings conducted for the specific needs and general welfare of this school system: this provision is subject to Article V, Section A. These meetings will be called by the principals and/or Superintendent as such times as deemed necessary, and will be limited in number and duration so as to be considered reasonable with respect to the normal and proper items of business which must be discussed in order to function properly as a school system. Principals and teachers shall meet prior to Fourth Friday to determine the time of day at which these meetings are to be held.
- D. Cadet teachers are not a substitute for regular classroom teachers and are not to be left alone with children, except in emergencies. No such emergency shall be considered as existing for as much as a full class period as scheduled.
- E. It shall be the responsibility of teachers to notify their principal or designee when absent on sick leave, one and one-half (1½) hours before school starts so that they have adequate time to secure a substitute.
- F. It shall be the responsibility of the individual teacher to secure the academic training and present the credentials which would enable the Administration to obtain proper certification of the teacher.
- G. Dryden Board of Education may require a teacher to submit to a medical or psychological examination. Examination requested by Board to be paid by Board. Examiner to be mutually selected. Examination to be held as soon as possible. Notices for examination will be given as far in advance as possible. The Dryden Board of Education, subject to the terms of the Tenure Act, may place a teacher on involuntary leave of discharge for medical or psychological reasons.
- H. Elementary teachers will not be assigned noon playground duties, unless on a voluntary, paid basis.

## ARTICLE VIII

### Illness, Disability and Personal Leave

- A1. At the beginning of each school year, each teacher shall be credited with a twelve (12) day sick leave allowance, two of which may be used as personal days. Sick days may be used for an absence caused by illness or physical disability of the teacher or immediate family (husband, wife, children, or parents).
- A2. A first year teacher who leaves the employment of the District prior to completing one semester and who has utilized more than five (5) sick leave days will be docked the days in excess of five.
- A3. The unused portion of such allowance shall accumulate from year to year.
- A4. Upon severance or retirement, a teacher will receive twenty-five dollars (\$25) per day for all accumulated sick days, provided the teacher had ten years of continuous service to the Dryden District. Continuous service shall be defined as unbroken services as a teacher. Leaves and lay-offs do not constitute a break in service. However, time spent on lay-off or unpaid leave does not count as service time. In order to assist in budget development, eligible teachers considering retirement or severance should notify the Administration of the possibility of their leaving by the beginning of the 2nd semester of the school year preceding the retirement or severance.
- B. Sick Leave Bank: A Sick Leave Bank is established and will continue to function under the following provisions:
- B1. The purpose of the Sick Leave Bank is to provide income protection for a teacher during a period of involuntary absence due to personal illness or disability.
- B2. The Sick Leave Bank will be administered by a committee established by the Association.
- a. The Sick Leave Bank Committee may review an applicant's attendance record and other information it deems relevant.
  - b. By a majority vote of the Sick Leave Bank Committee, paid leave bank days may be denied.
  - c. Should any request for Sick Leave days be denied by the Sick Leave Bank Committee, the decision may be appealed to the Association Executive Board. The decision of the Executive Board shall be final and in no way subject to the grievance process.

- B3. The first five (5) days of illness or disability will not be covered by the Sick Leave Bank. Accumulated personal sick days must be used according to the following schedule:
- a. 0-5 Accumulated Personal Sick Days - Must use all accumulated days prior to using the Sick Bank on the sixth day of illness or disability.
  - b. 6-26 Accumulated Personal Sick Days - You must use all accumulated sick days prior to use of the Sick Bank.
  - c. 26-45 Accumulated Personal Sick Days - You must use all but five (5) of your accumulated sick days prior to use of the Sick Bank.
  - d. 45-plus Accumulated Personal Sick Days - You must use all but ten (10) of your accumulated sick days prior to use of the Sick Bank.
- B4. The initial Bank will be established by having all teachers contribute two (2) sick days, and the Board an amount equal to the teacher's contribution. If, at the beginning of the school year, the Bank falls to a total of one hundred or less days, each teacher shall have one day deducted from their personal sick day allotment. If the number of days falls to one hundred or less during the school year, each teacher shall have an additional day deducted from their personal sick day allotment. The Board will create an additional pool of days to be used in an emergency situation when, in any given school year, teachers would otherwise be required to contribute more than two (2) times. In such case, the Board days will be used to maintain the Bank at the one hundred day level for the remainder of the year. All new teachers must donate two (2) sick days at employment.
- B5. An individual may withdraw the number of days from the Sick Bank to such time as the individual qualifies for Long Term Disability benefits.
- B6. Teachers utilizing Sick Leave Bank Days will not have to replace these days, except as a regular contributing Sick Leave Bank member.
- B7. Application for Sick leave Bank - To participate in the Sick Leave Bank, a teacher must:
- a. Secure application forms from a Sick Bank Committee member or designee.
  - b. Complete both the personal application form and the D.E.A. Physician's Statement.
  - c. Return the forms to the Sick Bank Committee member or designee.
  - d. Complete the above as quickly as possible, as the Committee must be convened to act on the application and the Payroll Office needs time to process the application to make payment.
  - e. A new, personal application and Physician's Statement may be required after thirty (30) calendar days.



- B8. Additional rules may be adopted by the Sick Bank Committee, with approval of the Executive Board.
- C. A teacher who is receiving Workers' Compensation while using paid sick leave shall pay to the School District an amount equal to benefits received under Workers' Compensation and shall have their use of sick days reinstated on a proportional basis (*i.e.*, *Workers' Compensation equals twenty-five percent <25%> of a days pay - 1/4 of a sick day is unused*).
- D. Teacher will not have Personal Business and/or Sick Days (accumulated Personal or Sick Bank days) deducted when school is closed on an "Act of God Day".
- E. Each teacher shall be entitled to Bereavement Leave, without loss of pay, in accordance with the following schedule:
1. Three (3) days for the death of a spouse, child, parent, mother-in-law, father-in-law, brother, sister, grandparent, brother-in-law, sister-in-law, grandchildren, or step-relatives of like nature.
  2. One day maximum during each school year for the death of a friend or relative.
  3. If necessary, up to seven (7) additional days may be used for Bereavement Leave and shall be deducted from Sick Leave.
- F. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one year and the leave shall be renewed each year upon written request by the teacher and approval of the Board. Insurance benefits will continue upon commencement of the Unpaid Medical Leave through August of the current school year, or six (6) months, whichever is longer.
- G. All full-time, regular teachers covered by this Agreement shall be entitled to not more than two (2) days Personal Business Leave during each school year without loss of pay.

Personal Business Days may be used at the discretion of the teacher.

No Personal Business Days may be granted immediately preceding or following a holiday or vacation period. A teacher planning to use a Personal Business Day shall notify the Administration at least two (2) days in advance of the anticipated absence. Personal Business Leave must be applied for in writing. In cases of emergency, the two day advance notice may be waived upon the Superintendent's approval. If more than two teachers apply for Personal Business days on the same stated date, the Administration reserves the right to review the request and approve or deny such request.

- H. A teacher called for Jury Duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for performance of such obligation.
- I. All teachers will be allowed one day or more to attend a conference or day of observation related to their field of teaching and is subject to the approval of the Administration.
- J. An Unpaid Leave of Absence shall be granted to any teacher for the purpose of child care. For the purpose of this Article, the object child of the leave must be:
  - 1. A newborn infant and/or pre-natal, or
  - 2. A newly adopted child, or
  - 3. Suffering from a critical, crippling, or terminal illness or disability as certified by a physician.

Said leave shall commence upon request of the bargaining unit member. It is further provided that:

- 1. A pregnant teacher may commence said leave at her option anytime after the confirmation of pregnancy by her doctor. Said leave may commence following the use of disability benefits at the option of the teacher.
  - 2. The teacher may terminate the leave anytime after the birth of the child in the event of death of said child, provided that s/he is physically able to perform his/her teaching responsibilities.
  - 3. The initial leave shall be for a period of up to and including one complete school year. The leave may be extended for up to one additional year, upon written request of the bargaining unit member and with the approval of the Board.
- K. Reduction in Staff Leave - Voluntary Lay-off
- During a reduction in staff, any teacher may request a leave of absence for a period not to exceed one year at a time. The leave shall be granted if said leave would result in the return of a teacher from the reduction in staff list or avoid the lay-off of a teacher currently on staff. Upon return from such leave, the teacher will return to the same or a similar position, consistent with his/her seniority. Seniority will accrue during a reduction in staff leave. Credit will not be given for step advancement on the salary schedule for the time of the leave.
- L. The Board of Education may grant a leave of absence for reasons other than those indicated. Application for a leave of absence must be presented, in writing, to the Board of Education not later than July 1<sup>st</sup>, preceding the academic year in question, except in cases of emergency.

- M. Teacher on an unpaid leave of absence shall retain previously accumulated sick days, tenure status, seniority and position on the salary schedule.
- N. Return from leave
- N1. Teachers returning from a leave of absence of one year or less shall be returned to their former position unless it no longer exists. In such case, return will be to a like position.
- N2. Teachers returning from a leave of more than one year (with the exception of Unpaid Medical Leave) will return to the first available position for which they are certified, in accordance with their seniority.
- N3. a. Teachers returning from an Unpaid Medical leave of more than one year will return to the same or a similar position if the return is at the beginning of the third or fourth full semester following commencement of the unpaid leave.
- b. If the return is later than the beginning of the fourth full semester, return will be to the first available position for which they are certified in accordance with their seniority.
- N4. A leave of absence may be terminated prior to its expiration, upon request of the teacher and approval of the Board of Education.

## ARTICLE IX

### Academic Rights and Responsibility

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional educational responsibility.

- C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.
- D. Academic freedom, however, is not to be construed as a license to promote ideas and activities which are contrary to the moral religious and political mores of the community. Subjects and activities which are known to be of critical nature must be discussed with the Superintendent or Principal prior to their introduction to the students.
- E. Teaching methods, subject areas, and class activities which create unrest in the community will be reviewed by the Administration and a committee of teachers.

## ARTICLE X

### Teacher Evaluation

- A. The work performance of all tenured teachers shall be evaluated, in writing, no more than once every two (2) years unless requested by the teacher or otherwise warranted. One copy of the evaluation shall be given to the teacher and one copy will be placed in the teacher's personnel file.
- A1. The purpose of teacher evaluation shall be to assist the teacher in improving his professional status and teaching efficiency.
- A2. The evaluation of any teacher shall be based upon observation of:
  - a. The teacher's use of teaching skills and techniques.
  - b. The fulfillment of the contractual obligations.
  - c. His relative rating on the PRINCIPAL/SUPERVISOR REPORT ON TEACHER GROWTH.
- A3. Probationary teachers shall be evaluated a minimum of two (2) times during the school year. Evaluations shall be conducted by the teacher's immediate supervisor, an Administrator, or a professional educator designated by the Board.
- A4. One of the criteria for evaluation shall be an in-class observation of about sixty (60) minutes by the evaluator. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.

- A5. A personal interview shall be held and a written evaluation shall be given each teacher as soon as possible after the classroom observation visit. A DEA representative may be present at the personal interview if requested by the teacher. The evaluator may opt to have another Administrator present at the personal interview.
- A6. No later than APRIL 1<sup>st</sup> of each probationary year, the final written evaluation report will be furnished to the Superintendent and the teacher covering each probationary teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.
- A7. If a teacher is found to have a serious defect in the performance as a teacher, the supervisor shall:
- a. Notify the teacher immediately, in writing, of this defect.
  - b. Schedule a meeting with the teacher.
  - c. Outline a program, in writing, for overcoming the defect.
  - d. Follow-up by re-evaluating the teacher after a reasonable period of time.
  - e. Place a copy of all plans and proposals in the teacher's personal file.
- A8. If any evaluation of a teacher contains opinions which could be professionally damaging to the teacher, this must be supported by examples.
- A9. It is agreed that the evaluation instrument currently in use will continue to be utilized. Any new evaluation instrument would be developed consistent with past practices.
- B1. A copy of written materials, other than confidential recommendations that are placed in the teacher's personnel file, shall be given to the teacher at the time they are written. If the teacher disagrees with any material placed in his file he may submit a complaint through the grievance procedure. By means of the grievance procedure the teacher may receive adjustment if the cause is shown and have the material corrected or removed.
- B2. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.



- B3. A teacher shall have the right to request a representative of the Association be present at all times when the teacher is being reprimanded, warned, or disciplined. When such a request for representation is made, the supervisor shall arrange the meeting.
- B4. Any information within a teacher's file may be removed by the principal or the Superintendent with the consent of the teacher.
- B5. Any complaint made against a teacher or person for whom the teacher is responsible; by parents, students, or others, shall be promptly called to the attention of the teacher.
- B6. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitated the action.

## ARTICLE XI

### 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, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The Association will use its best efforts to encourage professional behavior by all teachers.
- C. Alleged breaches of discipline shall be promptly reported by the Administration to the offending teacher and to the Association.

A teacher shall at the time be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without Just Cause. Any such discipline, reprimand or reduction in rank, compensation or advantage may be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher.

## ARTICLE XII

### Maintenance of Standards

- A. All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards in effect in the District at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers, as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless stated herein.

## ARTICLE XIII

### Annexations and Consolidations of Districts

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this District shall be merged or combined.
- B. In the event this District shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

## ARTICLE XIV

### Seniority

- A. Seniority shall accrue during the semester only if the teacher works in the exact same contract teaching assignment for forty-five (45) days or more. Any teacher working less than forty-five (45) days in the exact same contract teaching assignment shall not accrue seniority. Employees working one-half (1/2) days or more shall accrue full-time seniority. Employees working less than one-half (1/2) days shall accrue half-time seniority.
- B. Seniority for all purposes under this Agreement shall be defined as length of unbroken service within the bargaining unit from the first date of work within the bargaining unit. A seniority list consistent with this Agreement shall be prepared by the Employer by October 1<sup>st</sup> of each school year. The seniority list shall be in rank order of the bargaining unit members first date of work, as set

forth in preceding sections. In the event more than one individual has the same first day of work, the relative place of such persons on the seniority list with respect to that date of work will be determined by a drawing of lots participated in by all affected bargaining unit members. The notice of drawing, including date, place and time, will be provided, in writing, to the Union and all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend. The President of the Union or his/her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified, in writing, of the results of the drawing within forty-eight (48) hours of the drawing.

C. Seniority shall be broken if:

1. The employee quits.
2. The employee is discharged and not reinstated through the grievance procedure.
3. The employee fails to report for work upon notice of recall from lay-off by certified mail or telegram to the last known address unless the employee notifies the supervisor within ten (10) days of notice of recall, exclusive of days when no mail deliveries arrived.
4. The employee fails to report to work on the first regularly scheduled work day following a leave of absence, or fails to secure an approved extension of a leave of absence.

D1. Seniority shall accrue during a lay-off in the following manner. Employees with less than two years of service shall accrue seniority up to the amount of seniority earned at the time of lay-off. Employees with more than two years of seniority shall accrue no more than two additional years seniority after lay-off.

D2. a. A Bargaining Unit Member who becomes an Administrator in the District will have his/her seniority as a teacher frozen as of that date. If a leave is granted when the teacher becomes an Administrator, seniority will continue to accrue up to two (2) years in the same manners as a teacher on lay-off. If the Administrator returns (following unbroken service in the District) to the bargaining unit, his/her seniority will be reinstated.

b. Current Administrators who were teachers in the District and employed prior to the 1986-87 school year will have their seniority frozen as of the end of the 1985-86 school year. Current Administrators who were teachers in the District, employed for the beginning of the 1986-87 school year will accrue up to two (2) years of seniority.

D3. Seniority shall accrue while a teacher is on employer approved sick leave, or military leave.

- D4. Seniority will accrue on other leaves only if the Union and the School District agree to such accrual, in writing, prior to the commencement of the leave.
- E. The seniority list shall be posted on October 1st. It shall be the responsibility of each employee to promptly check the seniority list. If any employee or the Association does not believe that employees' seniority, certification, or endorsement is correctly shown on the list, the Superintendent shall be notified, in writing, of the alleged error within ten (10) working days of the list's final day of the listing. If no challenges are made within the ten (10) day period, the seniority list shall be deemed to be accurate, and the Board shall incur no liability (including back pay) for relying on such list. After ten (10) working days, the seniority list shall be frozen until reposted. No adjustments or additional accrual of seniority shall be made until the list is reposted. Updating of endorsement (majors and minors) shall be allowed only during the ten (10) day seniority posting period. Recall of teachers on lay-off shall not be affected by changes in certification until the next posting period. Teachers who are on leave during this time will be notified of their placement on the seniority list by certified mail sent to their last known mailing address. It is the responsibility of the teacher to inform the school of their address or any change of address. The ten (10) day examination and notification period shall not commence for these individuals until three (3) days after the mailing of the seniority list. The Association shall receive copies of the final seniority list.

## ARTICLE XV

### Reduction and Recall of Staff

- A. Reduction of Staff:
- A1. Lay-offs shall be defined as a necessary reduction in the work force as determined by the Board of Education.
- A2. In the event the need for lay-off arises, the following guide will be used:
- a. If the lay-off of a teacher will be for an indefinite time (longer than one <1> semester), sixty (60) calendar days notice shall be given the teacher. If the lay-off of the teacher is temporary (one <1> semester or less), then thirty (30) calendar days notice shall be given the teacher.
  - b. Staff will be retained to meet the curriculum needs based on:
    1. Certification
    2. Seniority
    3. Tenure

- c. The list of curriculum needs and staff positions shall be posted in each building, with a copy to the Association prior to the lay-off.
  - d. If no vacancy is available for which the individual is certified, the individual will be laid-off.
- A3. A laid-off teacher will be granted priority status on the District substitute list and paid at the substitute rate.
- A4. A laid-off teacher shall be considered laid-off until the teacher is reinstated in the District. Refusal of an offer of a similar position shall be cause for termination.
- A5. A teacher who is laid-off and finds a teaching position elsewhere before he is offered recall, and is unable to obtain a release from the new position, shall have the opportunity to return the following year, provided the teacher notifies the District of his interest to return by March 1<sup>st</sup> of the current school year. If a position is not available, he/she will be continued on lay-off.
- B. Recall of Teachers:
- B1. Laid-off teachers shall be recalled in the reverse order of lay-off, based on:
- a. Certification
  - b. Seniority
  - c. Tenure
- B2. If a teacher fails to respond, upon notice of recall from lay-off by certified mail or telegram to the last known address, within ten (10) days of notice of recall, exclusive of days when no mail deliveries arrived, then such teacher shall be recorded as a voluntary quit. It is the responsibility of the teacher to update the School District on any change in address.

## ARTICLE XVI

### Vacancies, Assignments and Substitutions

- A. Whenever it can be reasonably determined that a substitute teacher will be needed for a period of more than forty-five (45) consecutive days, the substitute shall be issued a contract and will become part of the bargaining unit. Pay shall be on a per diem basis.



Whenever a substitute is employed in the same bargaining unit position for more than forty-five (45) consecutive school days, he/she shall be issued a contract and become part of the bargaining unit. Only the salary and seniority provisions of the contract will be retroactive to the initial date of employment.

Substitute teachers hired to replace a teacher on leave who is returning during the school year may be laid-off without sixty (60) calendar days notice, as required by Article XV (Reduction and Recall). In such an event the teacher will be given notice of lay-off at the time of employment, or be given notice of possibility of lay-off at the time of employment. The teacher's individual contract will indicate the pay rate and the fact that the length of the contract will be determined by the length of time the substitute is needed.

B. Each teacher, if he/she is reasonably able, will provide a workable lesson plan to be used during his/her absence.

C. Vacancies

C1. All vacancies for extra-curricular positions shall be posted on the bulletin board in the teachers' lounge for at least ten (10) school days before the positions are filled. Teachers interested in posting for such vacancies occurring during the summer months shall notify the Administration of their interest prior to the end of school and shall be mailed copies of all such vacancies occurring during the summer months.

C2. The Board declares its support of a policy of filling such vacancies from within its teaching staff. In filling such vacancies within the bargaining unit, the most senior, certified personnel from the staff will be given the position unless a less senior applicant possesses relevant credentials that are clearly "head and shoulders" above the more senior applicant. Administrative vacancies will be posted for informational purposes only.

C3. Posting Process: For Teaching Positions

Unless otherwise mutually agreed, the following posting process will apply for filling teaching vacancies. The following process will govern the filling of such vacancies:

■ A general meeting shall be scheduled no earlier than the third Tuesday of May, nor later than the first Tuesday of June to fill all vacant, temporary, or newly created positions. Temporary, for purposes of this process, shall be defined as a position lasting one school year, i.e., leave.

■ Five days prior to the meeting, all newly created, vacant, or temporary positions will be compiled on a list and placed in each teacher's mailbox.

- Any teacher interested in changing positions must attend the meeting.
- At the meeting all vacant, temporary, or newly created positions shall be filled by members of the bargaining unit who meet the certification requirements of the position. The certified bargaining unit member who is bidding with the greatest seniority shall be awarded the position. All vacancies created as a result of a teacher selecting a position will be posted and filled during the meeting unless a less senior applicant possesses relevant credentials that are clearly "head and shoulders" above the senior applicant.
- Positions left vacant after all members have had the opportunity to bid may be filled from outside the bargaining unit.
- In the case of an extreme emergency where the teacher is unable to attend the posting meeting, the teacher may apply, in writing (on forms furnished by the Board), for the desired position.
- If necessary, a second posting meeting will take place within the first two weeks of July. A third meeting will take place on the first Tuesday in August, if necessary. The process will follow the rules set forth above, except that notification of vacancies shall be mailed one week prior to the meeting, to the teachers' home address or to an address specified by the teacher.
- In the event a current staff person selected a temporary position, s/he shall be returned to his/her previous position upon expiration of the temporary assignment.
- Vacancies occurring after the August drawing may be filled on a temporary basis for the remainder of the school year. The position will then be posted at the May/June meeting for filling vacancies.

#### D. Assignments

- D1. At the elementary level where splits are created or eliminated, or where the total number of sections of one grade level is reduced with a corresponding increase in the subsequent grade level within a building, the principal may reassign the staff who are directly affected, to a new position within those assignments directly affected. All teachers directly affected by the aforementioned, and the principal, will attempt to mutually agree upon the reassignment. In the event no agreement can be reached, the affected teacher with the least seniority in the District will be reassigned.
- D2. Since pupils are entitled to be taught by teachers who are working within their area of competence, to the extent possible, assignments will be made on the basis of certification and seniority.

- E. All teachers shall be given written notice of their schedules for the forthcoming year as soon as possible after the end of the school year. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted.

## ARTICLE XVII

### 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 supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- D. No new or presently employed teacher will be assigned a position on the salary schedule to which he is not entitled. If an assignment to the salary schedule is found to be in error, reimbursement to the District, or additional compensation to the teacher shall be made within a reasonable length of time. The DEA will appoint a committee to work with the Administration to assure accuracy of contracts issued.
- E. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement, in writing, between the parties during the term of this contract. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may, from time to time, arise of vital, mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate on arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- F. Use of buildings for regular extra-curricular activities before and after school, in the evenings, or on Saturday will be allowed consistent with the District's building use policy and this will be facilitated by a reasonable, recorded system of issuing keys and priorities. Teachers and student organizations will be responsible, as directed by the Administration, when using the building for extra-curricular activities.
- G. If adjustments are needed to fulfill the State of Michigan requirements of one hundred eighty (180) membership days, the adjustments shall be made by mutual agreement between the Board and the Association.

Should Acts of God require the cancellation of school, the determination of cancellation will normally be made by 6:45 a.m. Staff will be notified through the fan-out system and the Michigan State Police L.E.I.N. system.

Should the District be required to schedule an additional teacher work day(s) and student instructional day(s) to meet the 180-day requirement if a previously conducted work/instructional requirement day worked by the teacher were disallowed by the State, the teacher shall be paid an additional day's salary, computed as  $1/182$ nd of his/her annual salary. If a teacher works a partial day that is disallowed by the State, he/she shall be paid for the portion of the day worked. On days when teachers are not required to be in attendance when school is closed to students, and when said days are required to be made up in order to fulfill the 180-day requirement, teachers will work the day(s) without additional compensation.

Teachers will not be required to be in attendance when the school is closed to students due to adverse weather or mechanical failure.

On days that the Administration shall delay the start of classes at some or all buildings, for whatever circumstances, teachers shall be expected to work their regular hours.

On days that the Administration releases students early because of weather conditions, teachers shall be released as soon as students have left the building.

On days when a single building is closed for particular problems at that building, teachers shall be released as soon as students have left the building.

- H. 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.
- I. No employee covered by the terms of this Agreement will be penalized, threatened, punished, or demoted because of any participation in collective bargaining activities prior to the reaching of this Agreement.

ARTICLE XX

Schedules A, B, and Fringes

SCHEDULE A

Dryden Community Schools  
1990-91 Salary Schedule

	<u>BA/BS</u>	<u>BA/BS+20</u>	<u>M.A. or BA/BS+30</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
1.	20,989	22,196	23,526	24,938	26,434
2.	22,196	23,473	24,938	26,434	28,020
3.	23,473	24,821	26,434	28,020	29,703
4.	24,821	26,248	28,020	29,703	31,484
5.	26,248	27,758	29,703	31,484	33,374
6.	27,758	29,354	31,484	33,374	35,375
7.	29,354	31,042	33,374	35,375	37,499
8.	31,042	32,828	35,375	37,499	39,749
9.	32,828	34,714	37,499	39,749	42,132
10.	34,714	36,711	39,749	42,132	44,661

- A. 1) Credit will be given on the above only for graduate hours that are in the education field or an academic area related to the subject areas taught in the institution accredited by the National Council for Accreditation of Teacher Education. Graduate hours in addition to those required for a Masters' Degree will be credited toward the MA+15 schedule. Advancement from the MA+15 level to the MA+30 level will only be allowed for hours taken following completion of the M.A. Degree.
- 2) Teachers under contract will be moved horizontally at the start of the school year and at semester only.
- B. Teachers will be given credit for up to and including ten years of public school experience on the above scale (after BA or BS). Experience credit will be given in increments of one semester.
- C. Longevity:
- |          |       |
|----------|-------|
| 12 years | 1%*   |
| 15 years | 2%*   |
| 20 years | 2.5%* |
| 25 years | 3%*   |

\*% is of their placement on salary schedule.

Service shall be defined as time worked as a teacher of Dryden Community Schools (need not be continuous) with 36 weeks worked being equal to one year of service.

Longevity pay shall be included in an employee's salary following completion of the years specified (*e.g., 15 years longevity paid in the 16, 17, 18, 19 and 20 years*), even when such completion occurs during the school year.

D. Payroll: 21 or 26 pays

E. Fringe Benefits

Insurance protection: The Board shall provide the following insurance benefits to all full-time teachers.

1. MESSA-PAK Plan A

- a. SuperCare 1 with Board to pay up to \$100 deductible per family, per year - reimbursement will be on a monthly basis.
- b. The Board will reimburse \$1.50 per prescription - reimbursement will be on a monthly basis.
- c. LTD-Plan I, 66 2/3, 90 calendar days - modified fill, \$5,000 maximum, social security freeze, alcohol/drug 2 years, mental/nervous same as any other illness
- d. Delta Dental Plan - 80/80/80, \$1,300
- e. Life - \$45,000 with AD&D
- f. Vision - VSP3; or



2. MESSA-PAK Plan B

- a. LTD-same as above
- b. Delta Dental Plan - Auto+008
- c. Life - \$50,000 AD&D
- d. Vision - VSP3
- e. Dependent Life - \$10,000/\$5,000

3. a. Part-time teachers working more than half-time will be provided with the following:

- (1) Pro-rated SuperCare 1; pro-rated life insurance (\$45,000 with AD&D); Delta Dental Plan 50/50/50, \$1,000 Vision - VSP2; LTD description in E1c above, or
- (2) Delta Dental Plan 80/80/80, \$1,300 Vision - VSP3; Pro-rated life insurance (\$45,000 with AD&D); LTD described in E1c above.

b. Part-time teachers working half-time will be provided with the following:

- (1) One-half SuperCare 1; one half life insurance (\$45,000 with AD&D); LTD described in E1c above; or
- (2) Delta Dental Plan 80/80/80, \$1,300; Vision - VSP3; pro-rated life insurance (\$45,000 with AD&D)

LTD insurance described in E1c. Those teachers currently ineligible for medical benefits may enroll by assuming the cost themselves.

Pro-rations described in E3a and E3b will be based on the number of classroom duty hours and number of months worked, if the employee pays the remaining costs and is eligible for the coverage.

4. The Board may review alternative insurance providers and may make recommendations to the Association for their consideration as to whether or not the item should be reopened for negotiations.

F. With prior administrative approval, teachers required, in the course of their work, to drive personal automobiles, shall receive a mileage allowance at the IRS allowable rate. The same allowance shall be given for Administrator approved use of personal cars for field trips or other business of the District. Such use of personal automobiles for school-related business shall be in accord with pertinent Board policy and administrative rules.

**SCHEDULE B**

Dryden Community Schools  
1990-91 Athletic Extra Duties

	Years Experience		
	0	1	2
*Athletic Director	3,195		
Head Football	1,490	1,810	2,130
Assistant Football	1,280	1,570	1,865
J.V. Football	1,065	1,330	1,600
Assistant J.V. Football	850	1,065	1,280
Head Basketball (Boys and Girls)	1,490	1,810	2,130
J.V. Basketball (Boys and Girls)	1,065	1,330	1,600
9 <sup>th</sup> Grade Basketball	800	960	1,065
8 <sup>th</sup> Grade Basketball	535	690	850
7 <sup>th</sup> Grade Basketball	535	690	850
Head Volleyball	1,490	1,810	2,130
J.V. Volleyball	1,065	1,330	1,600
Head Baseball	1,280	1,570	1,865
Head Softball	1,280	1,570	1,865
J.V. Baseball	850	1,090	1,330
J.V. Softball	850	1,090	1,330
Track (Boys and Girls)	640	850	1,065
Golf	535	745	960
Tennis	535	745	960
Head Cheerleading - each season	640	800	960
J.V. Cheerleading - each season	535	640	850
9 <sup>th</sup> Grade Cheerleading	425	535	640
7 <sup>th</sup> & 8 <sup>th</sup> Grade Cheerleading	425	535	640
Junior High Football	850	1,065	1,280
Junior High Volleyball	320	425	535
Wrestling	800	960	1,065

\*Plus one hour released time

LETTER OF UNDERSTANDING

This letter of understanding between Dryden Community Schools Board of Education and the Dryden Education Association pertains to defining a change in the school calendar for the exam schedule of the first semester of the 1990-91 school year.

It is understood that the proposed calendar will be:

1. A pilot for the first semester 1990-91.
2. It will be evaluated for its effectiveness during the second semester of 1990-91.
3. If effective it will be implemented for the end of the second semester 1990-91.
4. The proposed schedule will be -
  - January 16, 1990 - High School 7:45 a.m. - 11:00 a.m.  
Elementary 9:00 a.m. - 12:00 noon
  - January 17, 1990 - High School 7:45 a.m. - 11:00 a.m.  
Elementary 9:00 a.m. - 12:00 noon
  - January 18, 1990 - High School 7:45 a.m. - 11:00 a.m.  
Elementary 9:00 a.m. - 12:00 noon
5. Approved by the Board of Education December 10, 1990.

For Dryden Education Association

David M. Coon  
David Coon, President

12/11/90  
Date

For Board of Education

Donald Pobuda  
Donald Pobuda, Interim Superintendent

12/11/90  
Date

