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8/31/89

MASTER AGREEMENT
BETWEEN
VANDERBILT BOARD OF EDUCATION
AND
NORTHERN MICHIGAN EDUCATION ASSOCIATION
FOR THE
VANDERBILT EDUCATION ASSOCIATION
NMEA / MEA / NEA
SEPTEMBER 1, 1986 - AUGUST 31, 1989

Vanderbilt Area Schools

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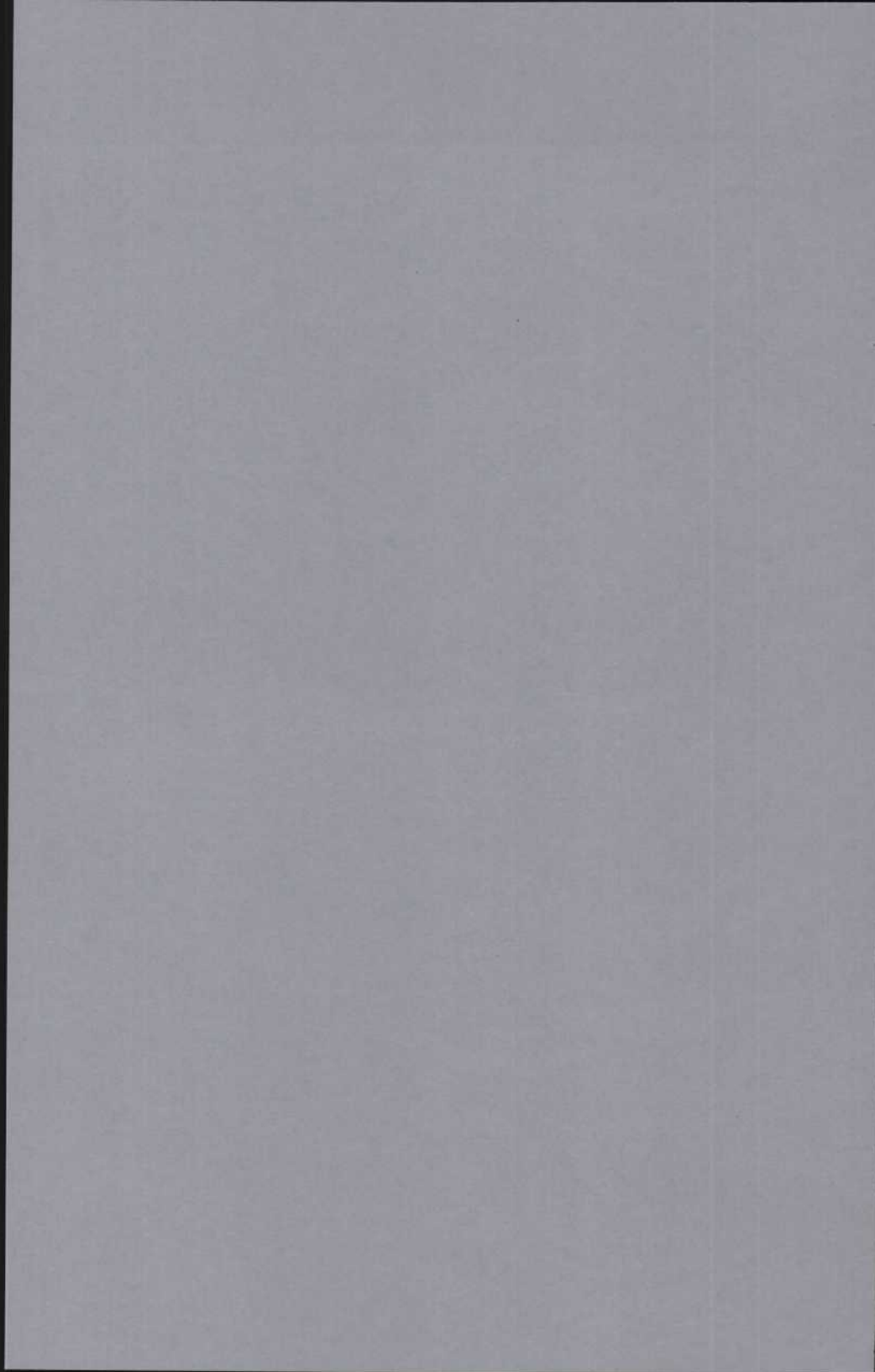


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SECTION 1.1 - AGREEMENT STATEMENT

A. This Agreement entered into this September 1, 1986, by and between the Northern Michigan Education Association, a voluntary organization hereinafter called the "Association" and the Michigan Education Association hereinafter called the "MEA," affiliates of the National Education Association hereinafter called the "NEA," and the Vanderbilt Area Schools, Vanderbilt, Michigan hereinafter called the "Board." The signatories shall be the sole parties to this agreement.

ACCEPTANCE AND RATIFICATION

NORTHERN MICHIGAN EDUCATION
ASSOCIATION/MEA/NEA

VANDERBILT BOARD OF EDUCATION

By Daniel V. Bennett
Chairperson, NMEA

By Harvey J. Letson
President

By Walter S. Bentor
NMEA Staff Coordinator

By Dave O'Neil
Vice President

By M. Kay Hahn
Chief Spokesperson

By Joyce M. Lockhart
Secretary

By Veda Massey
Chairperson, P. N. Committee

By Kenneth D. White
Treasurer

By Laurence W. Early
P. N. Committee Member

By Robney R. Hoyt
Trustee

By Dennis Starkey
P. N. Committee Member

By Phillip D. McMillin
Trustee

By Godfrey F. Gulaski
Trustee

By B.A. Hansen, Jr.
Superintendent

Dated this 14th day of May, 1986

SECTION 1.2 - RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional teaching personnel under contract, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, assistant superintendent, directors of school and community relations, principals, business manager and the titles of any other positions which are supervisory within the meaning of PERA. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiation unit as above defined.

SECTION 1.3 - WITNESSETH

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

WHEREAS the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment and

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement

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

SECTION 1.4 - EXTENT OF AGREEMENT

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. The Board retains the right to pass school policy which is not in conflict with this contract and that policy shall be binding upon the teachers provided each teacher is given written notice of said policy.
- B. Any individual contract between the Board and the individual teacher heretofore executed, shall be subject to and consistent with the terms and conditions of the Agreement and any individual contract hereafter executed shall expressly be made subject to and consistent with the terms of this Agreement to be executed by the parties.

- C. This Agreement shall supersede any rules, regulations, personnel policies or practices of the board which shall be contrary to or inconsistent with its terms.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions 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.

SECTION 1.5 - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 1986 and shall continue in effect until August 31, 1989. Negotiations between the parties shall begin sixty [60] days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period[s] by mutual written agreement of the parties.
- B. Copies of this Agreement shall be printed and presented to all teachers in a manner agreeable to both parties. They shall be distributed to all teachers employed by the Board. Cost of printing would be shared equally by the Association and the Board. Printing is to be completed and available to the Association thirty [30] working days after final ratification by both parties.

SECTION 1.6 - CONTINUITY OF OPERATIONS

- A. During the term of this Agreement, neither the Association nor any person acting in its behalf nor any individual teacher covered by this contract will cause, authorize or support, nor will any Association members take part in any strike for any purpose whatsoever. [i.e., the concerted failure to report for duty or willful absence of a teacher from his position or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment.] It is further agreed the Association will not itself - and will not request any other organization to - place a sanction of any form on the Vanderbilt Area School District.
- B. The Association will not support the action of any teacher taken in violation of this Section nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his contractual duties or who refuses to participate in any of the activities prohibited by the Section.

SECTION 1.7 - ASSOCIATION DUES AND PAYROLL DEDUCTIONS

- A. The Employer shall make a payroll deduction, upon written request from the bargaining unit member, for annuities, credit union, savings bonds, medical and hospitalization insurance, union dues and other plans or programs approved jointly by the Employer and the Association.
- B. All authorizations for payroll deductions will be in the superintendent's office by the first Friday of school.
- C. Hospitalization insurance and Association dues will be deducted from the first pay each month. Annuities, credit union, savings bonds and other approved plans or programs will be deducted each pay.
- D. Association dues shall include the local, NMEA, Michigan Education Association [MEA] and the National Education Association [NEA].
- E. 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 or pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association including local, state and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. 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. Moneys so deducted shall be remitted to the Association or its designee no later than twenty [20] days following deduction.
- F. Pursuant to Abood vs Detroit Federation of Teachers, 431 US 209.240 (1977), the Association established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures." If any person paying service fees hereunder objects to the expenditure by the Association including MEA or NEA of any funds collected from him/her pursuant to provision A above, such person may present such objection pursuant to that policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person 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 there shall have been availed of and exhausted, no dispute, claim or complaint

by such objecting bargaining unit member concerning the application and interpretation of this Section shall be subject to the grievance procedure set forth in this Agreement or any other administrative or judicial procedures.

- G. The Association agrees to indemnify and save the Employer including each individual school board member harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Employer for the purpose of complying with A through F of this Section subject to the following conditions:
1. The damages have not resulted from misfeasance or malfeasance of the Employer or its agents.
 2. The Association has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the Section or the costs which may be assessed against the Employer by any court or tribunal.
 3. The Association shall have the right to compromise or settle any claim made against the Employer under this Section.

SECTION 1.8 - GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. In the event the teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal either personally or accompanied by an Association representative except if the matter being grieved is the result of action taken by the Board or the superintendent, the grievance may be elevated directly to Step E of this procedure.
- C. If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure on a form set forth, signed by the grievant and a representative of the Association. Such form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal.
- D. Within five [5] school days of the receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five [5]

school days of such meeting and shall furnish a copy thereof to the Association.

- E. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five [5] school days of such meeting or ten [10] days from the date of filing--whichever shall be later, the grievance shall be transmitted to the superintendent. Within five [5] school days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five [5] school days of such meeting and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee or if no disposition has been made within five [5] school days of such meeting or ten [10] school days from the date of filing--whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board may hold a hearing on the grievance, review such grievance in executive session or give such other consideration as it shall deem appropriate no later than its regular meeting or two [2] calendar weeks--whichever shall be later. Disposition in writing by the Board shall be made no later than ten [10] days thereafter. A copy of such disposition shall be furnished to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator; however, before such submission is made, the entire grievance shall be reviewed by a committee of Board and Association representatives. The purpose of this review is to attempt a satisfactory settlement before the arbitration process is started. If no agreement is reached, the grievance shall be submitted to the arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings on any grounds or to rely on any evidence not previously disclosed to the other party. The fees and expenses of the arbitrator shall be split by the parties. The arbitrator shall have no power to do the following:
1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 2. He shall have no power to interpret state or federal law.

3. He shall hear no grievance previously barred from the scope of the grievance procedure.
- H. The time limits provided in this Section shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any school year, it must be settled by the last day of the school year or by a specified date agreed upon by both parties.

SECTION 1.9 - NEGOTIATION PROCEDURES

- A. It is recognized that final ratification by a majority of the membership of the Association and the Board is necessary 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. This Agreement shall remain in full force and effect until September 1, 1989. Either party may give written notice to the other party at least sixty [60] days and not more than one hundred twenty [120] days prior to the expiration date of its intention to amend or terminate this contract. Negotiations shall be in good faith effort to reach agreement concerning wages, hours and other terms and conditions of employment. Any agreement so negotiated will apply to teachers as defined in Section 1.2 of this Agreement and shall be reduced to writing and signed by the Board and the Association. It is recognized no final agreement between the parties may be executed without ratification by the board and the Association. The Board agrees to not negotiate at any time with any labor organization other than that designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965. The Board further agrees to not negotiate with any teachers organization other than the Association in regard to changes in salaries or other conditions of employment to become effective during the term of this Agreement. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. This Agreement may be modified in whole or in part by the parties by an instrument in writing duly executed by both parties.

SECTION 1.10 - SENIORITY

- A. Seniority is defined as length of service within the district as of the teacher's first working day. In the circumstances of more than one [1] individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. This drawing shall be conducted within the first two [2] weeks of school. The Association and teachers so affected will be notified in writing by the administration, of the date, time

and place of the drawing. Such notification shall be delivered to all affected parties at least forty-eight [48] hours in advance of the drawing. Such drawing shall be conducted with representatives of the Association and administration present.

- B. A teacher shall lose seniority rights if he/she retires, resigns or is discharged for just cause.
- C. A seniority list which shall include all eligible staff personnel shall be published and distributed to all teachers of the Vanderbilt Area Schools by October 1 of each school year.

SECTION 2.1 - VACANCIES, PROMOTIONS AND TRANSFERS

- A. Requests by a teacher for a transfer to a different class or position 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 be filed with the Association. The application shall set forth the reasons for the transfer, the grade or position sought and the applicant's academic qualifications. The decision as to whether the transfer will be made is solely that of the Board. Such request shall be renewed once each year to assure active consideration by the Board.
- B. The Board reserves the right to promote on the basis of its own judgement of qualifications and also to attract new employees for any open positions.
- C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

SECTION 2.2 - RESIGNATIONS

- A. When a teacher desires to resign during the period of his/her contract, he shall file a request with the superintendent at least thirty [30] days in advance in writing stating his/her reasons. The teacher will be notified in writing of the Board's decision within thirty [30] days of the request. The resignation may be accepted by the Board if, in their judgement, the reasons are valid. For any contract not fulfilled without Board approval, the Board will take appropriate action as it sees fit.

SECTION 2.3 - ASSOCIATION RIGHTS

- A. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on the school property according to rules and regulations established for use of facilities by

the Board for any community group provided this shall not interfere with or interrupt normal school operations.

- B. The Association shall have the right to use school facilities and equipment normally available for teachers' use in the school building. Permission from the person in charge of equipment must be obtained before being used. The Association will be responsible for cost of breakage and materials used.
- C. The Board agrees to furnish the Association with such public information which may be available concerning the financial resources of the district, tentative budgetary requirements and allocations and such information which may be necessary to assist the Association to bargain collectively with the Board with respect to wages, hours and other terms and conditions of employment together with any information necessary for the Association to process any grievance or complaint. The Association agrees requests for such information will be made in writing through its president or someone designated by him and that requests will be made sufficiently in advance of their need so the Board may have ample time to prepare and/or assemble the information. Original records may be examined only at the offices of the Board. The Association shall have the right to use the school building facilities and equipment without rental charge for the purpose of conducting Association business. The Association agrees to abide by the rules and regulations established by the Board for use of school building facilities and equipment. Such equipment shall be audio-visual and general office equipment which is normally available for teacher use. Bulletin boards are now established in the room designated as the faculty lounge and shall be available for the exclusive use of the Association and the Board. Materials posted by the Association shall be in connection with official business of the Association or general education information and shall be signed by the Association Representative. The Association agrees to not use any other school bulletin boards for Association purposes.
- D. Inter-school mail and school mailboxes may be used by the Association to distribute official communications. No teacher shall be prevented from wearing his/her insignia pins or other identification of membership of the Association either on or off school premises.
- E. The Association meetings will be held after regular hours of the teachers unless approved by the administration.

SECTION 2.4 - TEACHER QUALIFICATIONS AND ASSIGNMENTS

- A. Teachers will be assigned within the scope of their teaching certificate and in the case of high school teachers, their major or minor fields except temporarily and for good cause.

- B. Any assignments in addition to normal teaching schedules during the regular school year including adult education courses, driver education, extra cullicular duties enumerated in Section 5.4, Schedule B and summer school courses, shall be with the consent of the teacher.
- C. All teachers shall be given written notice of their tentative schedules for the forthcoming year no later than the preceding first day of June. In the event changes in such schedules are proposed, all teachers affected shall be promptly notified and consulted. In no event will changes in teachers' schedules be made later than August 14 preceding the commencement of the school year unless an emergency situation requires same.
- D. The Board will post all vacant or newly created positions along with bidding rights based upon seniority and certification where certification is applicable.

SECTION 2.5 - TEACHER EVALUATION

- A. The performance of all teachers shall be evaluated in writing. A teacher's performance shall be rated as either satisfactory or unsatisfactory for each of the enumerated criteria in the evaluation instrument which are observed during the observation periods. The criteria shall be reviewed and modified, if necessary, during the first five weeks of each school year by the principal and teaching staff of each building. The current evaluation instrument will be used until a new instrument is agreed upon.
- B. Written evaluation reports shall be prepared by the teacher's building principal, other administrators or other qualified personnel assigned by the superintendent. Each written evaluation report shall be preceded by a formal classroom observation conducted openly and in view of the teacher or other arrangements agreed upon by the teacher and building representative. The written evaluation report shall be given to the teacher within ten [10] working days of the formal classroom observation. Any anecdotal information compiled during the above required formal classroom observation and not referred to in the written evaluation report, shall be destroyed at the end of the evaluation period.
- C. Probationary teachers shall be given at least two [2] written evaluation reports each school year before the first of March, of which one [1] written evaluation report shall be based upon performance in the second semester. If the teacher is rated unsatisfactory on any of the evaluation criteria, constructive comments to rectify the problem shall be outlined in writing by the evaluator. If the second written evaluation report contains an overall unsatisfactory rating, a third written evaluation report shall be mandatory.
- D. Tenure teachers shall be given a written evaluation report at

least once each year before February 1. If this written evaluation report contains an overall unsatisfactory rating, a second written evaluation report shall be made and given to the teacher.

E. Steps for conducting evaluation reports are as follows:

1. An evaluation period is completed upon the presentation of two [2] written, dated, signed copies of the report to the teacher by an evaluator.
2. A conference shall be held at the time the teacher is presented with the evaluation report. The obligation to hold this conference shall be mutually shared by the teacher and evaluator.
3. The teacher shall return one [1] copy of the evaluation report to the evaluator accompanied by a signature which acknowledges receipt of the evaluation. This signature shall not be interpreted as agreement with the evaluator's comments.
4. In the event the teacher feels the evaluation report was incomplete or incorrect, he may put his objections or comments in writing within ten [10] working days after the conference and have them attached to the evaluation report and have them placed in his personnel file.

- F. No later than March 30 of each probationary year, a final written recommendation report which shall include all written evaluation reports and any comments attached thereto by the teacher will be furnished to the Board through the superintendent covering each probationary teacher. A copy of this recommendation report shall be furnished to the teacher. If this recommendation 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 Board through the superintendent.

SECTION 2.6 - PERSONNEL FILES

- A. A teacher will have the right to review the contents of all records of the district pertaining to said teacher originating after initial employment excluding initial references and to have a representative of the Association accompany him/her in such review.
- B. No material including, but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in his/her file unless the teacher has had an opportunity to review the material. Complaints against the teacher shall be put in writing with the names of the complaints, administrative action taken and remedy clearly stated.

- C. The teacher may submit a written notation regarding any material including complaints and the same shall be attached to the file copy of the material in question. If the teacher believes material placed in his/her file is inappropriate or in error, the teacher may receive adjustment provided cause is shown, through the grievance procedure whereupon the material shall be corrected or expunged from the file.

SECTION 2.7 - REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

- A. It is hereby specifically recognized it is within the sole discretion of the Board to reduce its educational program, curriculum and staff and the procedures set forth in this Section shall be used in laying off personnel.
- B. In order to promote an orderly reduction in the personnel when the educational program, curriculum and staff is curtailed, the following layoff 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 the position is being eliminated altogether.
 2. If the reduction of teacher personnel is still necessary then tenure teachers 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. For the purposes of this Section, "seniority" is defined to mean the amount of time an individual is continuously employed as a certificated teacher within the school district.
 3. A tenure teacher who is laid off pursuant to this Section has the right to be placed in a teaching position for which he is certified and qualified to fill and which is occupied by a teacher with less seniority. For the purposes of this Section, "qualified" shall be defined in the following manner:
 - a. For placement in a K-6 grade level elementary position, a tenure teacher is qualified if he has elementary certification.
 - b. Seventh through twelfth grade levels shall have certification in the specific course they are attempting to be assigned.
- C. Recall of teachers shall be in the inverse order of layoff; i.e., those laid off last will be recalled first provided, however, a teacher, in order to be reassigned, shall be

certified and qualified, as herein set forth, to teach the specific course he is being assigned.

SECTION 2.8 - PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with the written rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- B. The Association recognizes abuses of sick leave or of other leaves, chronic tardiness or absences, willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline shall be promptly reported to the offending teacher. Nothing stated in this Section [2.8, B] shall prohibit the Board or its administrative staff from taking disciplinary action against those teachers who are in violation of provisions of this contract or policies and regulations adopted by the Board.
- C. A teacher, at all times, shall be entitled to have present, a representative of the Association when he is being reprimanded, warned or disciplined for an infraction of rules or delinquency in professional performance. When a request for such representation is made, such representation must be available within forty-eight [48] hours after the request is made.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- E. Teachers will be familiar with and abide by, contents of the Student Handbook, Board Policy, Teachers Handbook and any of the official Board publications pertaining to the procedures of the school district so long as it does not conflict with the provisions of this Agreement provided, however, copies of the above policies and publications have been distributed in writing to each new teacher at the beginning of the school year except any changes or additions will be distributed to each teacher as they occur.

SECTION 2.9 - IN-SERVICE EDUCATION

- A. The Board agrees to provide, upon application and approval by the superintendent, the necessary funds for teachers who desire to attend one [1] professional conference each year. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board as well as the cost of the substitute teacher needed to relieve the participant.
- B. Upon the request of the superintendent, each teacher shall be required to participate, without extra pay, in the curriculum

study, research and revision committees during the school year as part of professional development and involvement. Arrangements for these curriculum revisions committee meetings shall be made by the superintendent or his designee. These meetings shall be during the regular school day. They shall not be during inclement weather days, Saturdays, Sundays or holiday periods. These days would be entered on the school calendar.

- C. A faculty survey will be conducted to gain faculty in-put and suggestions concerning in-service training for teachers.
- D. In case of denial for financial reasons by the superintendent, teachers may attend conferences using his/her own funds except for payment of the substitute teacher which shall be paid by the Board. These days shall be charged as conference time and not personal days.

SECTION 2.10 - RIGHTS OF THE BOARD

- 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 Constitution of the state of Michigan and of the United States including but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and express terms of this Agreement.
- B. The Board agrees to enforce, as they pertain to a public school district, the laws of the state of Michigan with specific attention being given to the Michigan School Code and regulations promulgated by the Michigan State Board of Education as pertains to teachers. The Board shall not direct or require a teacher to violate any federal law, state law or state regulation.

SECTION 2.11 - JOINT PROFESSIONAL STUDY COMMITTEE

- A. The Board agrees to meet with the total professional staff in an informal meeting to discuss educational concerns raised by the professional staff. The time, place and date of the meeting[s] shall be arranged jointly between the Association president and the superintendent.
- B. Follow-up meetings in committee[s] will be held. The committee shall consist of at least one [1] Board member, one [1] administrator and one [1] Association member.

SECTION 2.12 - TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts, the Board hereby agrees every teacher of the school shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under the laws of the state of Michigan, the Board undertakes and agrees 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 Constitutions 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 activities of the Association or collective bargaining negotiations with the Board or his institution of any grievance complaint or proceeding under this Agreement.
- B. The provisions of this Agreement and 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 and marital status. The Association likewise will not discriminate as far as rights of its membership.
- C. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status or national origin.
- D. The teachers shall be entitled to full right of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such teacher.

SECTION 2.13 - P.A. 239 OF 1984 PROVISIONS

- A. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions as defined by the city, county or state health authorities may be rescheduled at the discretion of the Board of Education to insure that there are a minimum of one hundred eighty [180] days of actual student instruction. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.
- B. The Board of Education shall not be required to cancel a "work day" [i.e., a day when teachers report but students are not in session such as an end-of-semester grading day, a parent/teacher conference day or an in-service day] or that portion of any day which is scheduled to be a partial "work

day" even though students do not report; however, the Board may do so in its discretion. In all cases related to the P.A. 239 one hundred eighty day requirement in "A" above, the Board may reschedule all "work days" or partial "work days" which are cancelled at its discretion to meet the one hundred eighty day student instruction requirement of the P.A. 239 in "A" above.

- C. Total annual salary is based upon 180 days of work during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different from those originally schedule due to rescheduling by the Board for the sole purpose of meeting the requirements of 180 days for the PA. 239 in "A" above.
- D. In all cases requiring days to be rescheduled, the Board shall notify the Association within 10 working days of the date[s] to be rescheduled.
- E. In the event the School Aid Act, MCLA 388.1701 (3) and (4) is modified, changed or repealed, then the parties agree to return to this former practice of paid P.A. 239 days with no makeup of time missed required provided that the modification or change to said Act does not require any form of makeup of time missed.

SECTION 2.14 - ANNEXATION LANGUAGE

- A. In the event this district shall be annexed, consolidated or otherwise reorganized with one or more districts, in whole or in part, the Board will use every reasonable effort possible to assure the continued employment of the members of the Vanderbilt Education Association at the time of such reorganization.

SECTION 3.1 - ACADEMIC FREEDOM

- 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 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. It is further recognized and agreed it is the responsibility of the teacher to present both sides of issues that are controversial in nature.
- B. The teacher must exercise responsibility and prudence and must realize teaching in an elementary or secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher-learning relationship.

- C. To protect the Board, the Association agrees to indemnify and save harmless the Board against any and all claims, suits, damages or costs for actions involving this provision.

SECTION 3.2 - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give assistance to teachers with respect to the maintenance of control and discipline in the classroom within the confines of school policy.
- B. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with established Board policy. It shall be the responsibility of the teacher to report to the principal, the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. Principals and teachers will work cooperatively in resolving discipline problems which disrupt good classroom operation.
- C. Any case of assault upon a teacher on school grounds or during a school-sponsored activity shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- D. If any teacher complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board will provide legal advice and render assistance to the teacher in his defense provided the teacher has acted within the scope of Board policy.
- E. No action shall be taken upon any complaint by a parent of a student directed toward a teacher nor shall any notice thereon be included in said teacher's file unless such matter is reported in writing to the teacher concerned with five [5] days.

SECTION 3.3 - INSTRUCTIONAL MATERIALS

- A. The parties will confer from time to time for the purpose of improving the selection and use of educational tools and the Board will undertake promptly to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- B. Instructional materials used in the school district shall reflect the dignity and worth of all human beings.

SECTION 3.4 - TEACHER FACILITIES

- A. The Board will not require a teacher to maintain, instruct or supervise students in a classroom facility which is constructed or equipped in violation of any standards set forth in any bulletin published by the superintendent of public instruction pursuant to MCLAW 388.851, statute, rule or regulation nor will the Board require a teacher to maintain, instruct or supervise students in a classroom facility that does not meet the "Sanitary Standards for Schools," Michigan Department of Health, Regulations 325.721-325.746, Michigan Administrative Code, 1954. The board will maintain all equipment and school facilities as provided for by the Michigan Occupational Safety and Health Act. No teacher shall be required to work, maintain or supervise students in areas deemed to be unsafe or unhealthy.
- B. The Board shall make available in each school, adequate lunchroom, restroom and lavatory facilities for teacher use and at least one [1] room - appropriately furnished - which shall be reserved for use as a faculty workroom. Where more than one [1] room is provided, smoking will be allowed in one [1]. Provisions for such facilities will be made in all future buildings.
- C. Upon the request of the Association, vending machines may be installed in the teachers lounges. The profits from all such machines shall be remitted to the Association.
- D. Telephone facilities shall be made available to teachers in the teachers lounge for their reasonable use. The Association will be responsible for paying for any long-distance telephone calls.
- E. The Board or its designee shall provide a telephone bill to the Association once a month.

SECTION 3.5 - TEACHING HOURS

- A. The normal working hours for teaching shall be from 8:15 A.M. to 3:45 P.M. in the elementary and secondary school. If changes in the organization of the school day are necessary, the Board agrees to assign teachers to a total working day not to exceed seven [7] hours and thirty [30] minutes for elementary and secondary teachers. The Board has the sole responsibility consistent with the limitations within this Section, for establishing the hours of work if a change in the organization of the school day is necessary. Each teacher shall be on duty and work the hours required to accomplish his total teaching assignment and responsibility. During instruction days, each classroom teacher shall be in his place of assignment no less than ten [10] minutes prior to his first pupil responsibility unless modified by the administration. He shall remain in his place of assignment for fifteen [15] minutes after his last pupil responsibility

unless modified by the administration except for lunch periods and unassigned preparation periods. Lunch periods will be scheduled by the administration. Each teacher is entitled to a thirty [30] minute duty-free uninterrupted lunch period and shall be free to leave the premises.

- B. Each classroom teacher shall be required to teach no more than [regular classroom assignment] fifteen hundred [1,500] minutes per full work week. In addition, each classroom teacher shall have three hundred [300] minutes per full work week for preparation.
- C. Supervision of students is the teacher's responsibility during the entire school day. This includes activities in all school areas such as cafeteria, halls, lavatories, assemblies and any other place where students may congregate during the normal school day. Teachers will cooperate in good housekeeping practices in the halls, respective classrooms and their lounge.
- D. Upon the request of the administration, each teacher shall attend one [1] staff meeting per school month. Such meetings shall be scheduled one [1] week in advance; however, a meeting may be called at any time if an emergency arises.
- E. All teachers, unless excused by the administration, shall attend each scheduled staff meeting. Any rescheduled staff meeting will not be rescheduled for two [2] school days from regularly scheduled date.
- F. A teacher will report to the superintendent's office before the last day of school to clear up any financial matters such as sponsorships, organizations, etc.

SECTION 3.6 - CLASS SIZE AND TEACHING CONDITIONS

- A. It is recognized by the Board that class size is an important aspect of an effective educational program. The Board agrees to make a conscientious effort to keep class sizes at an acceptable number as dictated by the financial conditions of the district, the building facilities available, the availability of qualified teachers and the best interest of the district as deemed administratively feasible. The Board agrees to consider recommendation of the teacher relative to class size and class composition.
- B. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- C. All classroom teachers must have or provide a plan book which contains general plans for a week in advance and detailed lesson plans for at least one [1] day in advance. In case of unexpected emergency, detailed lesson plans will not apply. Such plan book must be available in the building at all times while school is in session.

- D. The Board agrees that its decision to participate in two-way interactive television will be coupled with an agreement that language covering the wages, hours, terms and conditions of employment for the teaching staff must be bargained and ratified before the Vanderbilt Board of Education will allow the two-way interactive television program to be used or implemented in its district.

SECTION 4.1 - PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

- A. At the beginning of every school year each teacher shall be credited with two [2] days to be used for the teacher's personal business. A personal business day may be used at the discretion of the teacher. A teacher planning to use a personal business day[s] shall notify his/her principal at least one [1] day in advance except in cases of emergency. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after Thanksgiving, Christmas, Easter and vacation periods and reasonable restrictions may be imposed on personal leave on such days; otherwise, no explanation will be required. A teacher will be given confirmation on his/her personal business day within twenty-four [24] hours of the time it is requested. Dental appointments shall be classified as personal leave.
- B. No teacher will be granted personal leave during the last two [2] weeks of each semester except in cases of emergency as determined by the superintendent or in his absence, the principal. In case of disagreement between the teacher involved and the superintendent or the principal on emergency, it will be decided by a noninvolved officer of the Association and an officer of the Board.
- C. Any teacher called for jury duty during school hours or who is subpoenaed to attend any proceedings must notify the principal as soon as possible. Teachers will be paid the difference between their salary and the amount received for jury duty.
- D. At the beginning of every school year the Association shall be credited with five [5] days to be used by the teachers who are officers or agents of the Association, such use to be at the discretion of the Association and approved by the Association. The Association agrees to notify the Board no less than forty-eight [48] hours in advance of taking such leave. The Association will reimburse the Board for the cost of the substitute teacher.

SECTION 4.2 - UNPAID LEAVES

- A. A leave of absence up to two [2] years shall be granted to any teacher upon application for the purpose of participating in exchange teaching programs, the Peace Corps or Job Corps as a full-time participant in such program provided each

teacher states, in writing, his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

- B. A military leave of absence shall be granted to any who shall be inducted or shall enlist for military duty during the time of a national emergency in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
- C. 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 said illness or disability, up to one [1] year. With Board approval, the leave may be renewed each year upon written request by the teacher.
- D. A child care leave of absence shall be granted upon application. Such leave shall be without pay and for a period not to exceed one [1] year. Such leave may be reviewed for extension by mutual agreement of the Board and the teacher. All requests for child care leave must be in writing and state the date the leave is to begin and the period of time for which the leave is being requested. A person returning from child care leave must present a doctor's verification of good health, if applicable. The teacher shall accrue no seniority nor receive credit for any experience toward advancement on the salary schedule for the period of such leave.

SECTION 4.3 - ILLNESS AND DISABILITY

- A. At the beginning of each school year, each teacher shall be credited with twelve [12] days of leave, the unused portion of which shall accumulate from year to year to a total of one hundred twenty [120] days. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:
 - 1. Personal Illness or Disability: The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated on the same terms and conditions as are applied to other temporary disabilities including but not limited to, those terms and conditions involving commencement and duration of leave, accrual of seniority,

reinstatement, continuance within insurance programs, etc. In order for the administration to properly plan for absences, teachers shall let the immediate supervisor know of doctor appointments as soon as possible. Teachers are encouraged to return to school as soon as possible after the doctor appointment has occurred and should let the immediate supervisor know in advance of the time at which he/she will return. Sick time shall be docked for the time actually absent [i.e., one hour absent, the sick leave is docked one hour].

2. Bereavement Leave Days: The teacher may take a maximum of three [3] days per death. The limit on such leave days shall be twelve [12]. Immediate family shall be interpreted as husband, wife, children, father, mother, brother, sister, father and mother-in-law and other grandparents and grandchildren.

3. Medical and Nursing Care: The teacher may take three [3] days for bedside care or to make arrangements for medical or nursing care for a member of his/her immediate family.

B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit.

C. Absence due to illness or injury incurred in the course of the teacher's employment shall not be charged against the teacher's leave. The Board shall pay to such teacher, the difference between his/her net salary and benefits received under the Michigan Workers Compensation Act for a period not to exceed three [3] years from date of injury.

D. Any teacher reaching the amount of fifty [50] personal illness days may donate any additional days to a sick bank to be used by teachers after they have exhausted their own sick leave.

1. The bank shall be established in the first thirty [30] days of each school year and the Association will furnish the Board with relevant bank information [including total days, the number of days donated by each teacher]. The maximum number of days that may accumulate under the bank shall be one hundred [180]. This bank may be used only for the following reasons:

a. In hospital care

b. Restricted at home [under doctor's care - "this requires a doctor's statement"]

- c. Death of spouse or dependent
 - d. Extended illness of spouse or dependent
 - 2. In the succeeding years the teacher will reimburse in full, the sick bank by giving back at the end of each year, fifty percent [50%] of unused personal illness days from that year.
- E. D. 1 and 2 are deleted effective January 1, 1989.
 - F. A teacher who is planning to leave the school's employment and resigns by the end of the school year will be paid the substitute's pay for those days, of the twelve [12] personal illness days given that year, not used in the last full year of employment.

SECTION 5.1 - INSURANCE PROTECTION

- A. Effective May 1, 1986 or as soon as possible, the MESSA Super Med II shall have attached, the MESSA Care Rider. The Board shall provide without cost to the bargaining unit member, MESSA Super Med II with the Care Rider protection for the life of this contract for the employee and his/her entire family and any other eligible dependents as defined by MESSA.
- B. Employees not wishing health insurance subsidy through the school may apply the equivalent of the individual employee's subscriber premium toward any of MESSA's options. If a husband and wife are members of the same bargaining unit, one will be eligible for full family and the other, options.
- C. The Board shall provide the MESSA Dental Care Program for all the employees of the bargaining unit and their eligible dependents, Plan C with Orthodontic Rider 0-3 including internal and external coordination of benefits.
- D. Effective September 1, 1986 the Board shall provide without cost to the bargaining unit member, MESSA Vision Plan VSP-2 protection for the life of this contract for the employee and his/her entire family.
- E. Effective January 1, 1989 the Board shall provide without cost to the bargaining unit members, MESSA Long-Term Disability at a sixty percent [60%] benefit percentage with a two thousand dollar [\$2,000] maximum monthly income benefit with a ninety [90] calendar day straight waiting period including maternity coverage.

SECTION 5.2 - SALARY SCHEDULE

1986-87

<u>Step</u>	<u>BA</u>	<u>BA+Perm.Cert</u>	<u>MA</u>	<u>MA +15</u>
1	15,808	16,430	17,054	17,675
2	16,444	17,066	17,688	18,310
3	17,078	17,700	18,323	18,946
4	17,713	18,336	18,958	19,580
5	18,348	18,970	19,594	20,215
6	18,984	19,605	20,228	20,850
7	19,617	20,240	20,863	21,486
8	20,252	20,876	21,496	22,120
9		21,510	22,132	22,755
10		22,145	22,767	23,389
11		22,780	23,402	24,026
12		23,416	24,036	24,661
15		25,320	25,942	26,566
20		26,332	26,979	27,628

1987-88

1	16,598	17,251	17,906	18,558
2	17,266	17,919	18,572	19,225
3	17,931	18,585	19,239	19,893
4	18,598	19,252	19,905	20,559
5	19,265	19,918	20,573	21,225
6	19,933	20,585	21,239	21,892
7	20,597	21,252	21,906	22,560
8	21,264	21,919	22,570	23,226
9		22,585	23,238	23,892
10		23,252	23,905	24,558
11		23,919	24,572	25,227
12		24,586	25,237	25,873
15		26,586	27,239	27,894
20		27,649	28,328	29,009

1988-89

1	17,261	17,941	18,622	19,300
2	17,956	18,635	19,314	20,025
3	18,648	19,328	20,008	20,688
4	19,341	20,022	20,701	21,381
5	20,035	20,714	21,395	22,074
6	20,730	21,408	22,088	22,767
7	21,420	22,102	22,782	23,462
8	22,114	22,795	23,472	24,155
9		23,488	24,167	24,847
10		24,182	24,861	25,540
11		24,875	25,554	26,236
12		25,569	26,246	26,907
15		27,649	28,328	29,009
20		28,754	29,461	30,169

SECTION 5.3 - PROFESSIONAL COMPENSATION

- A. The basic salaries of all teachers covered by this Agreement are set forth in Section 5.2 which is attached to and incorporated in this Agreement. Such salary shall remain in effect during the designated period.
- B. If a teacher agrees to teach an extra class, he/she shall be compensated an additional amount determined by the ratio of one to the number of teaching periods in the school day.
- C. All new teachers shall be given full credit on the salary schedule set forth in Section 5.2 for up to five [5] years of outside teaching experience.
- D. Whenever a teacher is requested by the administration to substitute for another teacher during their planning time, the teacher who performs the substitution shall be compensated an additional amount of ten dollars per period or allowed compensatory time off equal to the amount of time subbed. One compensatory day is a total of six [6] hours.
- E. Teachers involved in voluntary extra-duty assignments as set forth in Section 5.4 which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- F. Teachers required, in the course of their work, to drive personal automobiles, shall receive a car allowance of twenty [20] cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the school district.
- G. Teachers shall be paid every two [2] weeks in twenty-six [26] equal paychecks or twenty [20] equal paychecks at the discretion of the teacher.
- H. If a teacher earns enough credits by the first day of each semester to advance from one salary track to another, his/her salary will be figured on the new track and his/her contract will be rewritten.
- I. Teachers not using more than four sick days per school year [days used for bereavement are not to be counted in the four] will be compensated in a lump sum payment according to the following schedule: This payment will be made after the close of the school year and before July 1. Any payment received shall in no way affect the number of sick days accumulated by any teacher.

<u>Days Used</u>	<u>Amount to be Paid</u>	<u>Days Used</u>	<u>Amount to be Paid</u>
0	\$150.00	3	\$ 75.00
1	125.00	4	50.00
2	100.00	5 or more	none

SECTION 5.4 - SCHEDULE B

<u>Extra Duty</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>
Athletic Director	1,893	2,006	2,126
Varsity Basketball	1,639	1,737	1,841
J.V. Basketball	1,071	1,135	1,203
Junior High Basketball	597	632	669
Track/Cross Country	439	465	492
Junior High Track	125	132	139
Baseball/Softball	630	667	707
Cheerleading	439	465	492
Play Director	188	199	210
Student Council	125	132	139
Elementary Student Council	62	66	70
Class Sponsor:			
Senior Class	125	132	139
Junior Class	94	99	104
Sophomore Class	63	66	69
Freshman Class	63	66	69
Chapter I Director	1,060	1,123	1,190
Yearbook	106	112	118
Driver Education	10.09/Hour	10.70/Hour	11.34/Hour
Game Workers	10.09/Event	10.70/Event	11.34/Event

- A. Payment is to be made in a lump sum at the conclusion of the respective seasons, after inventory, equipment stored and the material requisition for the following season is filed with the Athletic Director.
- B. The Athletic Director shall be compensated at a prorated amount over the year.
- C. The rate of pay for any extra-curricular activity which is not listed above but occurs after ratification of this contract, will be bargained with the Association.

SECTION 5.5 - MESPA CONTRACT REOPENER

- A. The Board agrees to reopen the MESPA contract for the purpose of bargaining a one-year extension if MESPA requests to do so.

APPENDIX A - CALENDAR

1986-87

September 2.....School Opens [Teachers in A.M. and Students P.M.]
November 27.....Thanksgiving Holiday
November 28.....Thanksgiving Vacation
December 19.....Christmas Vacation begins after School
January 5.....School Reopens
February 12*.....Winter Recess Begins after School
February 13*.....Winter Recess Continues
March 27.....Spring Vacation Begins after School
April 6.....School Reopens
April 17.....Good Friday - School Closed
May 25.....Memorial Day - School Closed
June 9**...Instruction Ends [Students in A.M./Teachers All Day]

*Days may be used for instruction at the discretion of the Board, based on P.A. 239 of 1984 conditions.

**June 9, 1987 is the tentative closing date. Any P.A. 239 days necessary to reschedule will be rescheduled at the discretion of the Board commencing on June 10, 1987 until such date as is required to provide 180 days of instruction.

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition of Board _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature Date

If additional space is needed in reporting B. 1 and 2 of Step I, attach an additional sheet.

All provisions of Section 1.8 of the Agreement dated September 1, 1986 through August 31, 1989 will be strictly observed in the settlement of grievances.

