

8/31/88

MASTER AGREEMENT

BETWEEN THE

BENZIE COUNTY CENTRAL
BOARD OF EDUCATION

AND THE

NORTHERN MICHIGAN EDUCATION ASSOCIATION

MEA/NEA

September 1, 1985 - August 31, 1988

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Benzie County Central Schools

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MASTER AGREEMENT - SEPTEMBER 1, 1985-AUGUST 31, 1988
BENZIE COUNTY CENTRAL SCHOOLS BOARD OF EDUCATION
BENZIE COUNTY CENTRAL EDUCATION ASSOCIATION/NMEA/MEA/NEA

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SECTION 1 BASIC CONTRACTUAL PROVISIONS

1.1 AGREEMENT

This Agreement entered into this First day of September, 1985, by and between the Board of Education of the Benzie County Central Schools, Counties of Benzie, Manistee, Grand Traverse, and Wexford, Michigan hereinafter known as the Board, and the Northern Michigan Education Association/Michigan Education Association/National Education Association, hereinafter known as the Association.

1.2 RECOGNITION

The Board recognizes the Association as the sole exclusive bargaining representative with respect to wages, hours, terms, and conditions of employment, for all certified K-12 regularly-employed teachers, excluding superintendent, building principals, teaching principals, substitute teachers, guidance counselors, and teaching guidance counselors, and excluding any community education, summer educational programs or adult education programs.

1.3 DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1985, and shall continue in effect until August 31, 1988, on which date it shall expire. This Agreement shall not be extended by either party.

Dated this _____ day of _____, 1985.

EDUCATION ASSOCIATION:

Chief Spokesperson

Chairperson, NMEA

NMEA Staff Director

Chairperson, Negotiation Team

Negotiator

Negotiator

BOARD OF EDUCATION:

President

Secretary

Chief Spokesperson

Negotiator

Negotiator

Negotiator

1.4 MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS

A. DUES

Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing the deduction of Professional Dues for the Association and shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months beginning in September and ending in June of each year. Any teacher who shall not perform services for an entire month of the school year shall have his dues reduced by one-tenth of the yearly dues for each entire month he did not work, except where the failure to perform services during any month was the result of the teacher taking any leaves of absence or sick leave provided for in this contract. Notice of change in the amount deducted shall be given once per year, not later than August 1. Changes will not be made during the school year.

B. REPRESENTATION FEE

Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment, pay as a Representation Benefit Fee to the Association an amount equal to the Professional Dues of the Association, provided however that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph A. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions as provided for in the preceding paragraph, the Board shall cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment, since the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.

C. NON-COMPLIANCE PROCEDURES

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

1. The Association shall notify the teacher of non-compliance by certified mail, return requested. Said notice shall detail the non-compliance and shall further

advise the recipient that a request for discharge shall be filed with the Board in the event compliance is not effected.

2. If the teacher fails to comply, the Association shall file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

3. The Board, only upon receipt of said charges, and request for termination shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fees.

D. REMITTANCE

With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees promptly to disburse said sums upon direction of the Association.

E. RETROACTIVITY

This Article shall be effective retroactively to the date of the Agreement and said sums payable hereunder shall be determined from said date.

F. INDEMNIFICATION

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding section 1.4 of this Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, unless it is proven in a court of appropriate jurisdiction that the Board acted out of negligence, misfeasance or malfeasance.

1.5 GRIEVANCE PROCEDURE

A. DEFINITIONS

A "day for the purposes of this Article is defined to be the calendar days except Saturday, Sunday, and legal holidays as defined by the Michigan School Code. (The definition of a legal holiday is not subject to the grievance procedure.)

A "grievance" shall be defined as a misinterpretation or misapplication resulting in an alleged violation of the specific terms and conditions of this Agreement. All Articles of this Agreement are subject to the grievance procedure.

B. TENURE ACT

There shall be no grievance filed for which there is recourse or redress under the Michigan Teacher Tenure Act.

C. REPRESENTATIVES

The Association shall designate representatives in each building to handle grievances. The Board designates the principal of each building to act as its representative at Level One as hereinafter described; and the Superintendent or his designated representative to act at Level Two as hereinafter described.

D. FORM

Written grievances under this Article shall conform to the following specifications:

1. Must be signed by the grievant or grievants;
2. Must be specific;
3. Must contain a synopsis of facts giving rise to the alleged violation;
4. Must cite the specific sections or subsections alleged to have been violated;
5. Must contain the date of the alleged violation;
6. Must specify the relief requested.

E. COMPLIANCE

Any grievance not in compliance with D (1-6) supra shall be rejected as improper. Such rejection shall not extend time limitations hereinafter set forth.

F. PROCEDURAL LEVELS

1. Level One - A teacher alleging a violation of the expressed provisions of this contract shall, within seven (7) days of the alleged violation, orally discuss the grievance with the building principal. An Association representative may be present at all levels of the Grievance Procedure at the request of the grievant. If no resolution is obtained within two (2) days of the discussion, the teacher shall reduce the grievance to writing as described in D supra and proceed within five (5) days of the Level One discussion to Level Two.

2. Level Two - The written grievance shall be filed with the Superintendent of his designated representative. Within five (5) days of receipt of the grievance, the Superintendent or his designated representative shall arrange a meeting with the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated representative shall render a decision in writing to the grievant. If no resolution of the grievance is rendered or if the decision at this level is unsatisfactory, the grievant may within five (5) days file a written grievance with the Board of Education through the Superintendent.

3. Level Three - Upon receipt of the written grievance, the Board President shall appoint someone to hear the grievance within fourteen (14) days of the date the grievance was submitted to Level Three. The Employer's designated representative shall hear the grievance and render a decision in writing within ten (10) days of the meeting at which the grievance was heard.

4. Level Four - If the Association is not satisfied with the disposition of the grievance or if no response is received at Level Three, it may within ten (10) days of the expiration of Level Three submit the matter to binding arbitration. If the parties have not agreed upon an arbitrator, he shall be selected in accordance with the AAA Voluntary Arbitration rules.

a. The costs of the arbitration shall be borne equally by the parties, but expenses incurred in calling its own witness or preparing its own testimony and exhibits shall be borne by each party individually.

b. Neither party may raise a new defense or ground Level Four not previously raised or disclosed at prior levels of this grievance procedure.

c. The powers of the arbitrator shall be limited as follows:

- . He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- . He shall have no power to establish salary scales.

G. TIME LIMITS

Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further

proceedings on a previously instituted grievance shall be barred. Should the Administration or Board fail to respond to a grievance within the time limitations herein established, the grievance shall be automatically advanced to the next level of the grievance procedure. Time limitations hereinafter established for the processing of grievances may be extended only by mutual agreement in writing.

H. ASSOCIATION GRIEVANCES

The Association shall have the right to file a grievance alleging a violation of the Association's rights under this Agreement.

I. GRIEVANCE HANDLING

All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.

J. ARBITRATION AWARDS

Both parties agree to be bound by the award of the arbitrator, and agree that judgement thereon may be entered in any court of competent jurisdiction.

SECTION II - EMPLOYMENT RELATIONS

2.1 ASSOCIATION RIGHTS

A. FACILITIES

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when a special custodial service is required, the Board may make a reasonable charge therefor.

B. ORGANIZING ACTIVITIES

Organizational activities by the Association shall not take place during normal school hours.

C. ASSOCIATION PRESIDENT

The Association President may use the preparation period for Association business. Lacking a designated preparation period, times prior to and after the close of the regularly scheduled student day may be used for Association business. At the beginning of each school year, the President of the Association will notify the Administration which period shall be used. This paragraph supersedes B above.

D. SUPPLIES

Any costs incurred by the Board from Association requests for materials and supplies shall be paid for in full by the Association.

E. COMMUNICATIONS

The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which will be provided in each school building. The Association may use the teacher mail boxes for communication to the teachers. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.

F. NONDISCRIMINATION

The Board shall not discriminate against any employee for membership or participation in lawful activities of the Association.

G. PRINTING

The Board agrees to provide one hundred and twenty (120) copies of the final version of this Agreement to the Association.

H. CONTRACT ADMINISTRATION

The Superintendent and the President of the Association will meet each month for the purpose of reviewing contract administration, and to recommend resolution of any problems which may arise. These meetings are not intended to bypass the grievance procedure.

2.2 TEACHER RIGHTS

A. NONDISCRIMINATION

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 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/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

The teachers shall be entitled to full rights of citizenship and religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.

Nothing contained within this contract shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws, Tenure Act, or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

The Board agrees that it will in no way discriminate against or between employees covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, or place of residence.

B. VALIDITY OF AGREEMENT

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be

deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

C. MUTUAL AGREEMENT

This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between, and executed by, the district and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

D. COMPLETION OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

E. JUST CAUSE

No teacher shall be disciplined without just and reasonable cause. A teacher shall have the right to Association representation at the time of any such discipline.

F. PROGRESSIVE DISCIPLINE

A system of progressive and corrective discipline shall be applied fairly to all teachers employed by the District. Normally, the following procedure will established:

1. Discussion of problem.
2. Verbal warning.
3. Written warning maintained at building level.
4. Written warning filed in personnel record.

5. Suspension with pay.
6. Suspension without pay.
7. Dismissal.

2.3 BOARD RIGHTS

A. RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, of their dismissal or demotions; and to promote, and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.

B. LIMITATIONS

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

2.4 PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. NOTICE OF ASSIGNMENT

The Administration will endeavor to provide teachers with written notice of tentative assignment for the following school year by June 20th of the current year providing said assignment is different from the present year's assignment. The term "assignment" as used in this paragraph means assignment within the subject matter of instruction in

junior high school and senior high school, and grade level in elementary school.

B. AREA OF ASSIGNMENT

Teachers will be assigned within the area of their teaching certificate and their academic major or minor.

C. PREPARATIONS

Normally no junior or senior high school teacher will be assigned to more than three (3) different subject matter preparations in any one given semester without consent of the teacher involved. However, the Administration may assign some teachers to a fourth preparation. Teachers so assigned will receive the "split grade" compensation.

Prior to the administrator making the final decision, teachers who may be assigned four (4) preparations may review the proposed schedule and the various alternatives available, and may suggest other alternatives. All alternatives presented will be considered and the effect on the total program will be assessed before a final decision is made.

D. SUPERVISORY TEACHERS

Supervisory teachers of student teachers shall be tenure teachers who voluntarily accept this assignment and they shall be known as "Supervisory Teachers". The parties recognize that "Supervisory Teachers" are not supervisors under Public Act 379 of 1965.

2.5 VACANCIES AND TRANSFERS

A. NOTICE OF VACANCY

Whenever a vacancy in any bargaining unit or administrative position shall occur between October 1 and June 30, the Administration shall give written notice to the Association President at least seven (7) calendar days prior to filling the vacancy. The Board agrees to consider filling any such position from within its own ranks but is not required to do so.

A vacancy shall be defined as a situation where said position was previously held by an employee or when a new position is created. Such position must be of at least 60 days in duration.

B. FILLING OF VACANCIES

Vacancies shall be filled on the basis of certification, qualification, and length of service in the District as a teacher or administrator.

C. TRANSFERS

Teachers who are interested in applying for a change in position shall submit a written request for transfer to the Superintendent informing him of such interest by April 1 of each year. Should vacancies occur during the summer, the Association President shall be provided a notice of vacancy and a list of all teachers who submitted a request for such a position. Summer notices shall be mailed to the Association President's last known address.

2.6 TEACHER EVALUATION

A. EVALUATION

The performance of all teachers shall be under continuous examination by the Administration. Written evaluations shall be provided as follows:

1. Probationary Teachers - two (2) annual written evaluations shall be prepared based on all aspects of the individual's teaching performance and development. The first evaluation shall be completed no later than November 15, the second no later than March 1.
2. Tenure Teachers - one (1) annual written evaluation shall be prepared based on all aspects of the individual's teaching performance. This evaluation shall be completed no later than May 1.

B. PROCESS

Individual teachers and the Association recognize that teacher evaluation is an ongoing process. The Board agrees to conduct all direct monitoring and observation of teachers openly without resort to clandestine listening devices.

C. WRITTEN EVALUATION

The written evaluation shall be presented to the individual teacher at a personal conference if the teacher so requests. A copy of the evaluation shall be signed by the teacher and retained in the teacher's permanent personnel file; one (1) copy may be retained by the teacher. Should the teacher object to any information contained in the evaluation report, he/she may itemize the objections in writing and have them attached to the file copy of the evaluation report. The teacher's signature indicates only that he/she is aware of the contents of the evaluation.

D. PERMANENT RECORDS

Nothing in this Article may be construed to prevent the Board from maintaining a permanent discipline record in any employee's personnel file, or from utilizing this record in teacher evaluations or for making any decision regarding tenure.

2.7 REDUCTION - IN PERSONNEL, SENIORITY AND RECALL

A. REDUCTION

In the event the Board of Education finds it necessary to reduce the number of teaching personnel, it reserves the right to select the academic department and the schools in which the reduction in personnel shall take place. Teachers in the specific positions being reduced or eliminated are to be notified and shall have the right to replace a less senior teacher within the notified teacher's areas of certification and qualification.

B. REASONS

The Association shall be informed of the reason(s) for reduction in personnel.

C. ORDER OF REDUCTION

1. The number of teaching personnel shall be reduced in the following order:
 - a. Teachers according to certification, qualifications, and seniority.
 - b. Definitions:
 1. Certification: Possessing a valid provisional, permanent, continuing, certificate or State of Michigan authorization appropriate to the teaching assignment.
 2. Qualifications: Possessing a major or a minor appropriate to the teaching assignment as well as sufficient number of credit hours in that academic area to meet accrediting agency standards.
 3. Seniority: Seniority in the school district for the purpose of this section shall mean continuous permanent employment in the district as a teacher, counselor or principal. Those persons first hired as a principal or counselor after September 1, 1982, shall not accrue seniority in the bargaining unit. Any teacher transferred to a position of counselor or principal and later returned 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 a counselor or principal.

4. Seniority in this district shall be based upon the number of paid days of employment in the school district. At the end of each school year the teacher will have added to his rank the number of days in that year for which he was paid. To establish this rank for the 1985-86 school year, those teachers who are presently employed will have the number of years, or a fraction thereof, of service to Benzie County Central Schools multiplied by 182.
2. In the event more than one (1) individual has the same effective date of hire, after 1 above has been followed, the teacher with the highest last four (4) digits of his/her Social Security number will be retained. In the event that the last four (4) digits are identical, the middle two (2) digits of the Social security number will be used.

D. ORDER OF RECALL

1. Teaching personnel shall be recalled to work in the following order:
 - a. Teachers according to certification, qualifications, and seniority.For the purpose of D, certification, qualifications, and seniority shall be defined as in C, 1b, supra.

E. REDUCTION AND RECALL PROCEDURES

1. For reasons of insufficient revenues or substantial reduction in enrollments, the Board shall give fifteen (15) day notice of layoff.
2. The Board shall give written notice of recall from layoff by mailing a registered or certified letter to the teacher at his/her last known address five (5) school days prior to the date of return to work.
3. The teacher shall report to work upon the date specified by the Board, and failure to report on that date without just cause shall terminate his/her individual employment contract.

F. EXTRA DUTY

Extra duty assignments shall not carry tenure of position.

G. TENURE ACT

The process of reduction shall not be contrary to the priority established under the Tenure Act. Nothing herein stated shall be construed as a waiver of any right that an individual teacher may have under the Tenure Act.

H. BENEFITS

Teachers recalled to duty shall retain accumulated sick leave and shall be returned to the step on the salary schedule held at the time of layoff.

I. RECALL RIGHTS

Refusal or acceptance of a position that is less than fulltime employment within the system shall not affect the teacher's recall rights to a fulltime position. No new teachers shall be employed by the Board while there are laid off teachers in the District unless none of the laid off teachers are certified and qualified for that vacancy, or refuse to accept available positions.

J. SENIORITY LIST

A seniority list will be developed and updated by January 1 of each year with a copy of said seniority list sent to the Association.

2.8 CURRICULUM COUNCIL

There is hereby established a Curriculum Council consisting of representatives appointed by the Association and the Board. The Curriculum Council will advise the Board on such matters as teaching techniques, course of study, textbooks, curriculum, pupil testing and pupil evaluation. When recommendations are submitted to the Board from the Curriculum Council, the Board shall act on such matters within ninety (90) days of their submission.

2.9 PROFESSIONAL BEHAVIOR

Teachers are expected to comply with 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.

SECTION III - TEACHING CONDITIONS

3.1 TEACHING HOURS

A. WORK DAY

1. Double Bus Runs - A fulltime teachers's normal contract day in the Benzie County Central Schools shall be from 8:15 a.m. until 3:45 p.m. in grades K-6, and 7:30 a.m. until 3:00 p.m. in grades 7-12.
2. Single Bus Runs - The teacher's normal contract day shall be from 7:45 a.m. until 3:15 p.m.
3. On days when Parent-Teacher Conferences are held, an equal number of hours shall be scheduled, but shall not exceed the number of hours in a normal contract day.
4. In the event it is necessary to change the structure of the school day, the above schedule may be changed only after negotiation with the Association, but shall not exceed the number of hours indicated above.

B. EXTRA DUTIES

Extra work for which the teacher receives extra pay shall be performed outside the normal contract hours unless otherwise designated by the Board.

C. MONTHLY MEETINGS

Once a month a regularly scheduled teacher's meeting may extend the day by one (1) hour and fifteen (15) minutes.

D. NUMBER OF PERIODS

1. There shall be a six (6) period day in grades 7-12. Teachers in these grades will be assigned five (5) periods, and will be provided with one (1) period for planning.
2. Upon the recommendation of a majority of the teaching staff of a particular grade level (7-12), and a like recommendation of the Administration, the Board of Education may provide a seven (7) period day. Teachers in the grades who designate (7-12) would be assigned six (6) periods and be provided with one (1) period for planning.
3. In the event of financial hardship or shortage of facilities the Board of Education may provide five (5) straight periods for students in grades 7-12. All teachers would have five (5) straight periods followed by a planning period.

E. DAILY SCHEDULE

1. Double Bus Runs - Teachers shall be required to be on duty a total of seventy-five (75) minutes in grades K-6 and sixty (60) minutes in grades 7-12 before and after the published regular pupil's school day.

2. The division of the 75/60 minutes or the 60/60 (single bus runs) shall be a joint Administration-Teacher decision at each building.
3. In grades K-6, a total of thirty (30) minutes of planning time per day will be scheduled exclusive of provisions of E-2 above, when the teacher has had students in individual classrooms the full student day.
4. In the event of a field trip or other activity outside the normal classroom schedule, provisions for preparation time are waived.
5. Efforts will be made to find competent, qualified substitutes for special classes.

F. LUNCH PERIOD

Each teacher shall be entitled to a duty-free minimum thirty (30) minutes lunch period.

G. SUBSTITUTE PAY

Teachers doing substitute teaching during their preparation period shall be reimbursed for such assignment at the rate of \$9.00 per class period.

H. ACT OF GOD DAYS

Nothing in this Article shall require the Board to keep schools open in the event of severe and inclement weather or when otherwise prevented by an act of God. When schools are closed to students, due to the above conditions, teachers are not required to report to duty, and shall be notified. When openings are delayed due to the above conditions, teachers' hours shall be shortened accordingly, and they shall be notified.

I. IN-SERVICE COMMITTEE

An Inservice Education Committee composed of an Association Representative for each elementary, junior high, and senior high building, and an equal number of Administrative Representatives shall be established.

1. The Committee shall plan and conduct In-Service Education activities.
2. The equivalent of one (1) student day In-Service training shall be provided for each teacher on a work day, provided at least one thousand (1,000) student hours of attendance are scheduled.

3.2 CLASS SIZE AND TEACHING CONDITIONS

A. FACILITIES

The Board shall provide:

1. A separate desk for each teacher in the district with lockable drawer space.
2. Closet space for each teacher to store coats, overshoes, and personal articles.

3. Chalkboard in every regular classroom.

The Board shall make available in each school, for staff use only, the following:

1. One room furnished with restroom and lavatory facilities.
2. One room to be used as a workroom and/or lunchroom.

B. CLASS SIZE

The Board and the Association agrees that twenty-eight (28) pupils is a reasonable classload. Exceptions to these limitations are physical education classes, band, chorus, and study halls. Laboratory classes will be limited in size to the equipment available.

1. Physical education classes will be limited to a maximum of forty (40).
2. Classes in grades K-2 that exceed 30 students may have additional aide time assigned.

C. CLASS LOAD ADJUSTMENTS

On the fourth Monday following Labor Day, the Superintendent and the Association President will meet to examine existing class loads and recommend appropriate adjustments. The Board will continue to review classloads at the early elementary level.

D. TEACHER AIDES

To relieve teachers of clerical, cafeteria, recess patrol, and bus duty, the Board shall employ fulltime aides in each elementary building at a ratio of one (1) aide to each one hundred (100) students or major fraction thereof. The aides shall be responsible to the teachers to which the aides are assigned.

3.3 PROTECTION OF TEACHERS

A. STUDENT DISCIPLINE

Rules and regulations governing the discipline, suspension, or expulsion of students shall be distributed to students and teachers and made available to parents, at the commencement of each school year. Each teacher shall accept the responsibility to carry out these rules and regulations as set forth by the building principals.

B. ASSAULT

Any case of assault upon a teacher by a student, parent or guardian or relative or friend of such student while a teacher is performing his duties shall be promptly reported to the Board ~~or to its representative~~. The Board will provide legal counsel

to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities; further, the Board shall not be obligated to provide legal assistance in the preparation of a civil suit.

C. LEGAL COUNSEL

If any teacher is the subject of a complaint entered in a court of law or is sued by reason of disciplinary action taken by the teacher while in pursuit of employment in accordance with the Board and Administration policies, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

D. TIME LOST

Time lost by a teacher in connection with any incident mentioned in sections B and C of this section shall not be charged against the teacher unless the teacher is found negligent, in violation of state and local laws and regulations or guilty of a criminal act against a student in a court of competent jurisdiction as charged, in which case the Board shall not be obligated to compensate the teacher for time lost.

E. WORKERS' COMPENSATION

Whenever a teacher is absent due to injury incurred in the course of the teacher's employment, the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Workers' Compensation Act for one (1) year from date of injury. Such absence shall not be deducted or charged against the teacher's accumulated sick leave.

F. COMPLAINTS

Written complaints regarding a teacher shall include names of the complainants and any administrative action taken, and if appropriate, remedy clearly stated. Complaints shall be reviewed with the teacher before placement in the personnel file.

G. PERSONNEL FILE

Each teacher shall have the right to review his/her personnel file. At the teacher's request, an Association representative may accompany the teacher in reviewing the personnel file. The teacher may attach a written notation to material in the personnel file. If materials in the personnel file are inappropriate or in error, the material will be corrected or expunged from the file. When a teacher is requested to sign material

placed in the file, such signature shall be understood to indicate awareness of the material, but shall not be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the teacher's personnel file.

H. ADULT WITNESS - CONFERENCES

If requested by the teacher, an adult witness shall be provided for parent-teacher conferences involving special problems.

SECTION IV - LEAVES

4.1 PAID LEAVES

A. SICK/FUNERAL LEAVE

At the beginning of each school year each teacher shall be credited with twelve (12) days to be used for absences of the teacher for reasons outlined below. The unused portion of such allowance shall be accumulative to one hundred eighty (180) days. A teacher who is paid less than 180 days in a year shall be credited a prorated share of the twelve (12) days. Leave days may be used for the following:

1. Personal Illness or Disability: The teacher may use all or any portion of leave days accumulated to recover from illness or disability which shall include childbirth and complications of pregnancy.
2. Illness of an Immediate Family Member: Serious illness or medical care of the spouse, son or daughter or other dependents which requires the presence of the teacher in order to provide the necessary care, or critical illness of the spouse, child, parents, parents-in-law, sister or brother.
3. Death In the Family: For the teachers' use as reasonably necessary in case of death in the immediate family. The immediate family will include residents of the employee's household, dependents, parents, parents-in-law, children, grandparents, grandparents-in-law, grandchildren, brother, sister, and any person who has acted in loco parentis for the employee or vice versa.
4. Death of Close Friends or Relatives Outside the Immediate Family: No more than three (3) days including travel to attend the funeral of a close friend or relative outside the immediate family.

B. PERSONAL LEAVE

At the beginning of each school year each teacher shall be credited with two (2) days to be used for personal reasons. A teacher must request use of a personal day at least forty-eight (48) hours in advance, in writing, except in emergency situations. Personal business days shall not be used in situations for which leave is provided under this Agreement, nor to extend vacations, holidays, or travel related thereto. The Administration may limit the number of teachers taking personal business leave on any day, to one-third (1/3) of the teachers in a building or fifteen percent (15%) of the teachers in the District.

C. COURT APPEARANCE

Leave with pay will be provided when a teacher must appear in court in any case connected within the scope of employment if the Association is not an adversary

party to the litigation. Paid leave will be provided for jury duty. Any compensation from court, excluding expense reimbursement, will be given to the Board to offset salaries.

D. OTHER LEAVES WITH PAY

1. Leave with pay is provided for teachers who visit other schools or attend educational conferences, with approval of the Administration.
2. Leave with pay is provided when a teacher is required to submit to a selective service physical examination.

E. UNUSED SICK DAYS

When a teacher who has ten (10) years' service in the District retires or resigns from the District, the teacher shall receive a final payment of fifteen dollars (\$15.00) for each accumulated unused sick day.

F. ASSOCIATION LEAVE

At the beginning of every school year, the Association shall be credited with ten (10) teacher days to be used by officers or agents of the Association at the discretion of the Association. The Association must notify the Superintendent at least forty-eight (48) hours in advance of taking such leave. The Association will pay the cost of substitutes.

G. DOUBLE DEDUCTION

Double deduction of leave days shall be made for reasons other than personal illness in the family, and other reasons beyond the control of the teacher during the two (2) days before or the two (2) days after a scheduled break in the school calendar. These two (2) days include the first five (5) days and the last two (2) days of the school calendar.

H. NOTIFICATION

If, without good cause, notification of absence is not given by the teacher in accordance with the provisions of this Article, the teacher shall have one (1) day's salary deducted for each day's absence without proper notice. In the event a teacher cannot report to work, he/she shall notify the building principal of the absence no later than one (1) hour prior to the scheduled reporting time.

I. PRORATION

If a teacher must leave work due to a personal illness, a prorated sick day shall be deducted from the teacher's remaining sick days. If there is no remaining sick leave the daily pay of the teacher shall be reduced by a prorated amount.

J. DOCTOR'S STATEMENT

If requested, the Board shall be provided, at the teacher's expense, a written verification from a doctor (M.D. or D.O.) of the status of the teacher's illness or injury which results in an absence of five (5) consecutive days or more.

4.2 UNPAID LEAVE

A. LEAVES OF ABSENCE

Leaves of absence for reasonable periods not to exceed one (1) year may be granted upon request for:

1. Serving in any public position.
2. Maternity and child care leaves. Such leave may be extended for a reasonable period of time at the discretion of the supervisor.
3. Illness leave (physical or mental) beyond accumulated sick leave.
4. Prolonged illness in the immediate family.
5. Educational leave without pay for a period up to an academic year for each employee who wishes to attend school as a full-time student.
6. Association business.
7. Military leave.
8. Other leaves approved by the Superintendent.

Benefits shall not accrue during an unpaid leave.

B. APPLICATION FOR LEAVE OF ABSENCE

An application requesting a leave of absence pursuant to this Article must be submitted to the Superintendent no later than three (3) weeks prior to the time the leave is to commence, provided, however, in proper cases, exceptions shall be made. The request for the leave of absence must be in writing setting forth the reasons for the leave of absence and the anticipated length of time; and if requested, verification shall be submitted. Any extensions for leaves of absence shall be handled the same as the request for the regular leave. The date of return from any leave under this section shall be established in advance by mutual agreement of the Board and the teacher.

C. RETURNING FROM LEAVE

Employees returning early from leave of absence must submit a request to return to work in writing. Employees returning from a medical leave of absence may be required to certify their ability to return to work at least five (5) working days prior to the requested date of the return. Employees returning early from leave must wait for the next available job opening. Employees returning at the approved date will be placed in the position they left, or an equivalent position.

D. FAILURE TO RETURN

Failure to return from an approved leave on the agreed upon date shall mean the employee has voluntarily terminated his/her employment with the Employer.

E. MAINTENANCE OF BENEFITS

Employees who desire to maintain their health care benefits during the period of the leave may do so by arranging to pay monthly in advance the cost of the premium to the Administration.

SECTION V - COMPENSATION, SALARIES, AND BENEFITS

5.1 COMPENSATION

A. SALARIES AND EXTRA DUTIES

Salaries for personnel included in the bargaining unit are set forth in Schedule A incorporated into this Agreement. Compensation for extra-curricular activities is set forth in the Extra-Duty Pay, Schedule B, incorporated into this Agreement.

B. ACADEMIC CREDIT

A teacher who acquires academic credit in a University approved graduate program (or teacher related field approved by the Superintendent) beyond the BA/BS degree and provisional certification requirements which calls for advancement on the salary schedule shall be so advanced at the start of the school year provided courses are successfully completed by Labor Day, and at the beginning of the second semester at a pro-rata share for courses completed by that time. Credit shall not be granted for academic credit earned toward provisional certification requirements.

C. INSTALLMENTS

A teacher may receive his/her pay in the following manner:

1. 26 equal installments.
2. Paid every two weeks and computed by receiving pay method number one (1) and receiving his lump sum pay the first pay after the last day of school.
3. 22 equal installments.

Provided he/she has met the full requirements of his/her contract and has applied for 1, 2, 3 above by the end of the previous work year. Otherwise 1 above will be followed.

D. EXPERIENCE CREDIT

New teachers employed by the District who have more than five (5) years prior teaching experience shall be granted three (3) years credit on the salary schedule.

E. MILITARY CREDIT

Teachers who entered active duty military service subsequent to earning both the BA/BS degree and the teaching certificate and who were honorably discharged from active duty shall at the time of hiring be advanced one (1) step on the salary schedule.

F. MILEAGE REIMBURSEMENT

Teachers whose teaching duties require that they drive their personal car between buildings shall be reimbursed at the Internal Revenue Service rate or the State of Michigan rate, whichever is less.

5.2 INSURANCE PROTECTION

A. The Board shall make available MESSA Health Care Protection (as outlined in Paragraph B below) for a twelve (12) month period beginning October 1, 1985 for each fulltime employee and the employee's eligible dependents. Part-time employees shall receive a pro-rata share of premiums. The remaining amount shall be deducted from the part-time employee's wages.

B. Teachers may select one of the following plans:

Plan A:

Super Med II
LTD
60%
120 Calendar Day Modified Fill
2500 Maximum
Alcohol & Drug Abuse Care - Mental/Nervous
coverage for 2 years without hospitalization
coverage after 2 years if hospitalized
Social Security Freeze
Delta Dental - 60/50/60 - \$600
Negotiated Life - \$5,000 AD+D
Vision - VSP II

Plan B:

LTD
60%
120 Calendar Day Modified Fill
2500 Maximum
Alcohol & Drug Abuse Care - Mental/Nervous
coverage for 2 years without hospitalization
coverage after 2 years if hospitalized
Social Security Freeze
Delta Dental - 60/50/60 - \$600
Negotiated Life - \$10,000 AD+D
Vision - VSP III

C. In the case of husband and wife both teaching in the district, one will take Plan A and one will take Plan B.

SECTION VI - APPENDIX

6.1 SCHEDULE A - SALARIES - 1985/86

<u>STEP</u>	<u>BA</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>SPEC</u>
0	\$14,923	\$15,863	\$15,980	\$16,451	\$16,686	\$16,921	\$17,273
1	15,669	16,609	16,726	17,198	17,432	17,667	18,020
2	16,415	17,355	17,472	17,944	18,178	18,413	18,766
3	17,161	18,100	18,219	18,689	18,923	19,159	19,511
4	18,057	18,997	19,114	19,583	19,819	20,055	20,407
5	18,952	19,892	20,010	20,480	20,715	20,950	21,303
6	19848	20,788	20,906	21,375	21,612	21,847	22,199
7	20,891	21,831	21,948	22,419	22,654	22,889	23,242
8	22,085	23,026	23,144	23,614	23,849	24,083	24,437
9	23,279	24,220	24,337	24,807	25,042	25,278	25,630
10	24,921	25,860	25,979	26,448	26,683	26,919	27,271

SPLIT GRADE COMPENSATION - \$400.00

SCHEDULE A - SALARIES - 1986/87

<u>STEP</u>	<u>BA</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>SPEC</u>
0	\$15,595	\$16,577	\$16,699	\$17,191	\$17,437	\$17,682	\$18,050
1	16,374	17,356	17,479	17,972	18,216	18,462	18,831
2	17,154	18,136	18,258	18,751	18,996	19,242	19,610
3	17,983	18,915	19,039	19,530	19,775	20,021	20,389
4	18,870	19,852	19,974	20,464	20,711	20,957	21,325
5	19,805	20,787	20,910	21,402	21,647	21,893	22,262
6	20,741	21,723	21,847	22,337	22,585	22,830	23,198
7	21,831	22,813	22,936	23,428	23,673	23,919	24,288
8	23,079	24,062	24,185	24,677	24,922	25,167	25,537
9	24,327	25,310	25,432	25,923	26,169	26,416	26,783
10	26,043	27,024	27,148	27,638	27,884	28,130	28,498

SPLIT GRADE COMPENSATION - \$400.00

SCHEDULE A - SALARIES - 1987/88

<u>STEP</u>	<u>BA</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>SPEC</u>
0	\$16,336	\$17,364	\$17,492	\$18,008	\$18,265	\$18,522	\$18,907
1	17,152	18,180	18,309	18,826	19,081	19,339	19,725
2	17,969	18,997	19,125	19,642	19,898	20,156	20,541
3	18,837	19,813	19,943	20,458	20,714	20,972	21,357
4	19,766	20,795	20,923	21,436	21,695	21,952	22,338
5	20,746	21,774	21,903	22,419	22,675	22,933	23,319
6	21,726	22,755	22,885	23,398	23,658	23,914	24,300
7	22,868	23,897	24,025	24,541	24,797	25,055	25,442
8	24,175	25,205	25,334	25,849	26,106	26,362	26,750
9	25,483	26,512	26,640	27,154	27,412	27,671	28,055
10	27,280	28,308	28,438	28,951	29,208	29,466	29,852

SPLIT GRADE COMPENSATION - \$400.00

6.2 SCHEDULE B - EXTRA-DUTY PAY

If the Board shall assign and the teacher shall accept extra duties as listed in 6.2 Schedule B - Extra Duty, then the following salaries shall be paid in addition to the salaries set forth in the Annual Salary Schedule. It is expressly understood that a contract stipulating extra compensation for a teacher performing extra duties has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board to re-employ such teacher in a capacity other than a classroom teacher shall not be deemed a demotion within the provisions of Public Act 379 of Michigan Acts of 1965.

6.2 SCHEDULE B - EXTRA-DUTY PAY

*ATHLETIC DIRECTOR-----	11 %	
EVENTS PERSON-----	4.5	
FOOTBALL		
Head-----	12	
Assistant-----	9	
Eighth Grade-----	5	
BASKETBALL		
Head Boys-----	13	
Junior Varsity Boys-----	9	
Ninth Grade-----	8	
Eighth Grade-----	6	
Seventh Grade-----	6	
Head Girls-----	13	
Junior Varsity Girls-----	9	
Seventh/Eighth Grade Girls-----	6	
TRACK		
Head Boys-----	7	
Assistant Boys-----	4	
Head Girls-----	7	
Assistant Girls-----	4	
BASEBALL		
Head-----	7	
Assistant-----	4	
SOFTBALL-----		7
CHEERLEADERS		
High School-----	10	
Junior High-----	2	
VOLLEYBALL		
Head-----	5	
Assistant-----	3	
CROSS COUNTRY-----		5
GOLF-----		4
WRESTLING		
Head-----	10	
Assistant-----	6	

SCHEDULE B - EXTRA DUTY PAY (CON'T.)

SKI

Boys -----	4 %
Girls -----	4

ANNUAL ADVISOR

High School -----	5.5
Junior High -----	1

CLASS ADVISORS

9th/10th Grades -----	1
11th/12th Grades -----	2

EXTRA-CURRICULAR CLUB -----2

DRAMA -----4

DEBATE/FORENSICS -----5

STUDENT COUNCIL

High School -----	2
Junior High -----	1.5

OLYMPICS OF THE MIND -----1

FUTURE PROBLEM SOLVING -----1

*The Association agrees that the duties of the Athletic Director may be assigned to a person outside the bargaining unit.

6.2 SCHEDULE C - CO-CURRICULAR ACTIVITY PAY

VOCAL MUSIC -----	4 %
INSTRUMENTAL MUSIC -----	13
VOCATIONAL AGRICULTURE/F.F.A. ADVISOR -----	35

6.3 YEARS IN SPORT OR ACTIVITY - LISTED IN SCHEDULES B & C

<u>Years in Sport or Activity</u>	<u>Step on BA Scale</u>
1 - 5	0
6 - 10	1
11 - up	2

6.4 CALENDAR

1985-86

September 3	Tuesday	Staff Orientation Day
September 4	Wednesday	First Day for Students
November 13	Wednesday	Parent-Teacher Conferences (Partial Student Day/Full Day Teachers)
November 14	Thursday	Parent-Teacher Conferences(Partial Student Day/Full Day Teachers)
November 28	Thursday	Thanksgiving Recess - No School
November 29	Friday	Thanksgiving Recess - No School
December 20	Friday	Christmas Recess Begins at the End of the Day
January 6	Monday	School Resumes
January 24	Friday	End of Semester (Partial Student Day/ Full Day Teachers)
February 14	Friday	Mid-Winter Break - No School
February 17	Monday	Mid-Winter Break - No School
March 24	Monday	Parent-Teacher Conferences/Inservice Education (No Students)
March 27	Thursday	Spring Recess Begins at the End of the Day
April 7	Monday	School Resumes
May 26	Monday	Memorial Day - No School
June 12	Thursday	Last Day of School

The above calendar contains 180 student instruction and 182 teacher work days and 1 Professional Development day for a total of 183 days.

6.4 CALENDAR

1986-87

September 2	Tuesday	Staff Orientation Day
September 3	Wednesday	First Day For Students
November 12	Wednesday	Parent-Teacher Conferences (Partial Student Day/ Full Day Teachers)
November 13	Thursday	Parent-Teacher Conferences (Partial Student Day/ Full Day Teachers)
November 27	Thursday	Thanksgiving Recess - No School
November 28	Friday	Thanksgiving Recess - No School
December 19	Friday	Christmas Recess Begins at the End of the Day
January 5	Monday	School Resumes
January 23	Friday	End of Semester (Partial Student Day/Full Day Teachers)
February 13	Friday	Mid-Winter Break - No School
February 16	Monday	Mid-Winter Break - No School
March 27	Friday	Inservice Education/Parent-Teacher Conferences (No Students)
April 10	Friday	Spring Recess Begins at the End of the Day
April 21	Tuesday	School Resumes
May 25	Monday	Memorial Day - No School
June 11	Thursday	Last Day of School

The above calendar contains 180 student instruction and 182 teacher work days and 1 Professional Development day for a total of 183 days.