

MASTER AGREEMENT

BETWEEN

MIO AUSABLE SCHOOLS BOARD OF EDUCATION

and

**NORTHERN MICHIGAN EDUCATION ASSOCIATION,
MEA/NEA**

2018-2020



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ARTICLE I

RECOGNITION

- A. This Agreement is entered into by and between the Board of Education of the Mio AuSable Schools, hereinafter called the Board, and the Northern Michigan Education Association, MEA/NEA, hereinafter called the Association, which shall represent all Mio AuSable employees who are included in Section B of this Article.
- B. The Board hereby recognizes the Association as the exclusive and sole bargaining agent as defined in Section 11 of Act 379, Public Acts of 1965, for all certified personnel in the appropriate bargaining unit, described and defined as:

All certified full-time and regular part-time teaching personnel, librarians, literacy coaches and counselors of the Mio AuSable Schools, excluding all administrative personnel, substitute teachers, and all other employees of the Mio AuSable Schools.

The President and Treasurer of the Association will be copied on the letter sent to newly hired bargaining unit members confirming their appointment by the Board.

- C. The terms "teachers" or "employee," singular and plural, when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.
- D. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- E. The term "Board" shall refer to the Board of Education of the Mio AuSable Schools and, where appropriate, its Superintendent and administrative personnel.

ARTICLE II

RIGHTS OF THE BOARD

A. It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, authority, duties and responsibilities enumerated in the School Code of 1976, and conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the School District, its properties, equipment, facilities and operation and to direct the activities and affairs of its employees;
2. Hire all employees, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment;
3. Determine the size of the work force;
4. Establish, modify, or change any work, business, or school hours or days;
5. Decide upon the means and methods of instruction, including telecommunications instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature. The Board will consult with the teachers in affected areas with respect to these matters;
6. Determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers with respect thereto and non-teaching school activities and the terms and conditions of employment.

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 judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

B. The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in the Agreement shall not, by implication, exclude or diminish those

remaining rights and powers of the Board not so mentioned and hereby retained by the Board

ARTICLE III

RIGHTS OF TEACHERS AND ASSOCIATION

- A. A teacher employed in a position listed in Schedule B (Co-Curricular Schedule) who is dismissed or is not being renewed in the Schedule B position will be provided with the reasons in writing and may utilize the grievance procedure starting at the superintendent's level (appeal must be submitted within 10 days of the receipt of notice of non-renewal or dismissal) up through the Board level to obtain a hearing and opportunity to present arguments in opposition to such dismissal or non-renewal. The appeal to the Board level will only be afforded when it is accompanied by a request from the teacher in writing for an executive session. Such dismissal or non-renewal cannot be arbitrated pursuant to this Agreement and is hereby specifically and expressly excluded from the arbitration provision of Article XI, Grievance Procedure. The decision of the Board in the case of the dismissal or non-renewal of a teacher employed in a position listed in Schedule B (Co-Curricular Schedule) is final.
- B. The Association shall have the right to the use of school building rooms and facilities at all reasonable non-contractual hours for meetings, according to the Board's policy on the use of the building. Association business shall not be conducted during the regular workday of any employee except during that teacher's duty-free lunch period or with prior administrator approval. The Association may conduct Association meetings for one (1) hour on the first and last teacher days.
- C. Bulletin boards in the teachers' lounge and school mailboxes shall be made available to the Association, and the public address system may be used for announcements subject to administrative approval. The Administration shall receive a copy of general circulation materials.

- D. The Association shall have the right to use school equipment, including word processing equipment, duplication equipment, internet and email access, calculators, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the prevailing cost of all materials and supplies incident to such use.
- E. The Board agrees to notify the teacher when the Board receives a request for all or part of that member's personnel file. The Board agrees, when responding to FOIA requests, to redact any materials from the file that are allowed by law to be excluded from the materials released.

ARTICLE IV

MEDICAL EXAMINATIONS

- A. At the time of initial employment, each employee shall have a satisfactory current health certificate from a physician authorized to practice medicine in the State of Michigan. Said certificate will be filed in the Superintendent's office before taking up assigned duties. Cost of said examination to be borne by the employee.
- B. After five (5) consecutive days' absence due to illness or injury, or in connection with FMLA leave, a teacher may be required to obtain confirmation of a medical need for the absence and/or approval by a doctor before returning to work. This approval shall be made by a physician or psychiatrist authorized to practice in the state of Michigan.
- C. Any additional medical examination can be requested by the Administration at the expense of the Board of Education.
- D. Medical examination results may be subject to verification by a doctor named by the District.

ARTICLE V

TEACHING HOURS

- A. The teachers' normal workday will not exceed a total of 7½ hours per day, including a lunch period and preparation period. In keeping with the Board's rights as listed in Article II of this Agreement, the beginning and ending of the teachers' workday shall be determined by the Board. These workdays shall include, but not be limited to, regular workdays, parent-teacher conference days, early school closings due to inclement weather or other circumstances, days without students, half-days, in-service days, exams, and records days. Teachers supervising recess will be compensated at the rate of 0.04% of the BA base salary per recess worked. Recess duty will be on a voluntary basis first. Should sufficient volunteers not come forth; the Administration will assign teachers on a rotational basis to recess duty and this assignment shall not be deemed in conflict with any conference/preparation time provisions in this Agreement.
- B. Teachers are required to attend staff meetings, parent teacher conferences, open houses and student orientation. Staff meetings are limited to approximately two (2) hours per month and at least twenty-four (24) hours' notice will be given for a meeting. Teachers may be requested to work a reasonable number of hours, given adequate notice, beyond the normal work day/week for the purposes of curriculum committee meetings, school improvement committee meetings, and similar activities.
- C. All teachers shall have a duty-free, uninterrupted lunch period of no less than 35 minutes, except as mutually agreed.
- D. Teachers shall not be required to work on 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 city, county, or state health authorities. The Board may reschedule any such

days. Teachers will receive their regular pay for days which are cancelled, but shall work on any rescheduled days with no additional compensation.

- E. The Association shall strongly encourage its members to attend school-sponsored events in which students take part and shall strive to achieve full and appropriate faculty representation at students' academic honors or awards programs sponsored by the Board or Administration.

ARTICLE VI

TEACHING CONDITIONS

- A. The Administration will make a reasonable attempt to meet the recommended class sizes as listed below:

1. Kindergarten through Grade 5 -- 30 pupils.
2. Special classes for special education students --see State guidelines and COOR ISD plan
3. Grades 6-12 -- 30 pupils, except for music and physical education.

In classes where work stations are used, enrollment will be limited to the number of work stations.

Physical Education--35

4. When class sizes are in excess of the levels above on the official state count dates each semester, teachers shall be compensated as follows: Secondary teachers will be compensated at the rate of .0065% of the BA base salary per excess student per class period per day where the enrollment is in excess. An elementary teacher shall be compensated at the rate of 0.039% of the BA base salary per excess student per day that the enrollment is in excess.

Teachers with an overload on the above dates will submit the student counts to the Business Office in writing. Payments will be issued within two (2) payroll periods following receipt and verification of the student counts.

- B. To relieve teachers of cafeteria, patrol, and bus duty, the Board agrees to engage paraprofessionals in high school and elementary. The paraprofessionals will handle patrol

duties, duplication of teaching materials, collecting moneys for lunch and milk, and similar nonprofessional responsibilities, subject to economic conditions.

- C. The Board shall make available in each school a lounge, restroom, and lavatory facilities for teacher use and at least one room appropriately furnished which shall be reserved for use as a faculty lounge.
- D. A telephone shall be made available for teachers for their reasonable use in the lounge area. Long distance calls will be restricted to school business except in cases of emergencies.
- E. Adequate designated parking facilities shall be made available to the staff during the normal school day.
- F. The school calendar shall be negotiated annually by the Association President and Superintendent, or their designees, by the end of March. The maximum number of teacher workdays shall be one hundred eighty-two. In constructing calendars for future negotiations, the first student day will be the first Tuesday prior to Labor Day and the teachers will start the first Monday prior to Labor Day. Scheduled days of student instruction may be rescheduled in accordance with Article V, Teaching Hours, Section A.
- G. Teaching load and schedule:

- 1. The normal weekly teacher load in the middle school and senior high school will include five (5) unassigned preparation periods equal in length to a classroom period. A teacher who chooses to accept a class in lieu of having a scheduled preparation period shall be compensated an additional 10% of the BA base per semester. Each elementary teacher will be scheduled daily preparation time during the student day of at least 30 uninterrupted minutes and a weekly total that is reasonably comparable to secondary teachers.

The Administration will notify the Association of schedule changes. If schedules are changed, similar time ratios to the above shall be maintained.

- 2. A prep is a class with a unique course title. Classes with the same title may have multiple sections and are not considered separate preps. A teacher who is assigned to teach more than four (4) preps will be compensated at the rate of 2.5% of the BA base salary per semester per extra prep.

Classes such as academic support, study skills, or supervision of teacher's assistants or apprentices are not considered preps for the purpose of deciding the total number of preps.

Classes such as elementary art, elementary music and elementary PE will be not be considered separate preps. However, the Administration will make a reasonable attempt to schedule elementary classes with similar expectations sequentially.

3. A split class is a class that has more than one course title during the same period. A teacher may not be assigned a split class without that teacher's consent. A teacher who consents in a given year is not obligated to consent in future years.
 4. A teacher may be compensated under multiple sections at the same time. For example: A teacher who accepts a fifth prep during their preparation period will receive an additional 10% of the BA base plus an additional 2.5% of the BA base each semester.
 5. Recognizing those management rights of the Board as stated Rights of the Board in Article II, the Board shall determine the daily teaching schedule. Said daily schedule shall not conflict with the assignment specifications outlined above.
 6. School counselors shall not be assigned preparation periods. Counselors will be allowed one fifteen minute break in the morning and one fifteen minute break in the afternoon. The breaks cannot be accumulated, lengthen the lunch period or shorten the work day. Administration reserves the right to see the counselor(s) on an as needed basis. The students have the right to see the counselor(s) in a crisis.
- H. The Administration agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability to work. Teachers shall call this number at least an hour and a half before the regular school day starts, except in an emergency. Once a teacher has reported his unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.
- I. Supervisors shall make themselves available to the teaching staff.
- J. Complaints by parents or students directed toward a teacher shall be called to the teacher's attention within a reasonable time.
- K. Affected teachers will be notified of accommodations, modifications and special medical needs concerning students in the classroom.

A substitute will be provided if required for any teacher participating in the IEP meeting. The parties recognize the extent to which a handicapped student can satisfactorily participate in regular education programs, and services will partially depend upon the training which will be provided the regular education personnel responsible for instructing the handicapped student as needed.

Bargaining unit members, except trained special education personnel or other medically trained personnel, shall not be required to provide ongoing, repetitive medical or hygienic services for the above-referenced special education students except in an emergency situation.

- L. In the event that any provision(s) of a school improvement plan (SIP) or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail. The Agreement shall not be altered or modified through the school improvement process, absent written mutual agreement through a properly executed letter of agreement between the Board and the Association. The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the term "SIP":
 - 1. Participation by the employee outside of required work hours-is voluntary,-pursuant to the provisions of Article V, Section B.
 - 2. School improvement and site-based activities may be scheduled during the normal school year and normal school day set forth in this Agreement. These activities shall be attended, unless the principal excuses a staff member.
- M. The Board and Association recognize and accept the concept of participatory management systems that facilitate collaborative decision making on select issues, joint planning, and joint problem solving which focus ultimately on the goals of improving the quality and delivery of educational service and the work environment.
- N. The Board agrees to make available word processing, duplicating equipment, and Internet/email access to aid teachers in the preparation of instructional material.
- O. Administrative duties including but not exclusive of MSTEP Coordinator, TAC, IEP Meeting Chair and Child Study Meeting Chair are not part of the normal responsibilities of a teacher and will not be assigned as such. Teachers voluntarily performing administrative duties shall be granted appropriate release time to complete such duties.

ARTICLE VII

PUPIL ADMINISTRATION

- A. It shall be the responsibility of the school district to periodically report to parents or guardians the progress of students. It shall be the responsibility of the Administration and teachers to set up a reporting program. Formal methods of reporting shall include (1) report card, and (2) report card and/or a conference. Informal methods of reporting shall include (1) notes, (2) phone calls and (3) email or other electronic communication. Organizing and establishment of the time schedule and the notification to the parents concerning conferences shall be the tasks of the Administration assisted by the teachers.
- B. The teacher shall not be responsible for obtaining records of a student from a previous school district.
- C. No room with children present shall be left unsupervised. Each teacher is responsible to get someone to cover for them if they must leave the class.
- D. In the event that the classroom teacher feels in need of help, the Administration may be called upon. Since the teacher's authority and effectiveness in their classroom is undermined when students discover that there is an insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- E. Teachers of Mio AuSable Schools have an obligation to supervise, discipline, and take charge of pupils and all others using school equipment while under their assigned classes and/or activities.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

- A. All new teachers in the system may have a mentor assigned to them at a time approximately one month after the commencement of their employment in the system. The selection of

the mentor shall be on the mutual agreement of the probationary teacher, the principal, and the mentor. If possible, this assignment will continue until the probationary teacher receives tenure or one or the other of the teacher leaves the system. It shall be the duty of the mentor to meet with and aid the probationary teacher in any way mutually agreed to. The mentor may be present at any meetings between the probationary teacher and the administration.

- B. Each teacher shall have the right upon request to review the contents of their own personnel file, except confidential, pre-employment references. A representative of the Association may be requested to accompany the teacher to such a review. To the extent afforded by law, the employee may attach a written rebuttal to documents contained in the personnel file.
- C. The Board declares its support of a policy of promotions from within its own staff, for promotions to supervisory and executive levels. Provided, however, the Board reserves the right to select whoever it determines to be the best qualified and most suited to be successful from within or outside the staff and such decision is within the Board's prerogative and final.

Criteria for qualifications to supervisory and administrative positions shall be spelled out by the Board of Education.

Any teacher who shall be transferred to a supervisory or executive position and shall later return to teacher status shall be entitled to such rights as he/she had under this Agreement prior to such transfer. The teacher's seniority would be frozen at the level which he/she left the Association.

- D. Seniority determines eligibility for longevity pay in Schedule A. Seniority is defined as years of continuous service since the last date of hire as a certified employee of the Mio AuSable Schools and measured from the first day of services rendered. Leaves of absence without pay and periods on reduction in personnel shall not accumulate as seniority, but shall not operate as a break in continuous service. A list of teachers' first date of work shall be prepared and published no later than ninety (90) days from the first day of each school year. A seniority list will be maintained by the district and will be updated and redistributed as changes occur in staffing. A copy of the seniority list shall be provided to the Association.

E. All compensation shall cease when the teacher is temporarily removed from payroll or the employment status of the teacher permanently ends. The teacher shall be paid all compensation which has been earned up to the date of the change in status.

F. **Recovery of Unemployment**

In the event an employee is laid off over the summer and receives unemployment compensation benefits and is then recalled by the beginning of the new school year, the pay received by the employee for the new school year shall be inclusive of the amount of the unemployment compensation benefits received over the summer.

ARTICLE IX

LEAVE DAYS

A. **Sick Leave**

Teachers shall be credited with twelve (12) days at the beginning of the school year. These twelve (12) days may accumulate to one hundred twenty (120) days.

All teachers shall be notified of their accumulated leave days at the beginning of each school year. The days must be used for the following reasons:

1. Personnel illness or accidental injury, including the period of personal disability and incapacitation due to pregnancy, childbirth, and recovery or complications therefrom. The following requirements and procedures shall apply to all teachers:
 - a. All teachers aware of an impending period of physical disability or illness shall notify the Administration of such as soon as possible. Said notification is to be accompanied by a statement from the attending physician giving the anticipated date of disability or illness. Said notification shall be filed with the Superintendent of Schools.
 - b. The teacher may be required to furnish medical certification of continued ability to perform the duties of employment once a month following initial notification.
 - c. To receive sick leave payments, the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties.

- d. In cases of extended illness or disability, chronic illness or disability, or mass absence of the teaching staff, the teacher may be required to have a physician's certification verifying the physical illness or disability which prevents performance of teaching duties.
2. An illness or injury to a member of the household under your support.
3. Provided the teacher has used all their available personal business days and sick days, a teacher may borrow up to four (4) days from his anticipated sick leave, but shall reimburse the from the next years sick leave credit. If the teacher separates employment, the loan remains due and payable and the district reserves the right to withhold the balance due from the teachers remaining pay check.
4. At the end of each school year, teachers shall have the option to exchange unused sick days in excess of the 120 accumulated days at the rate of 0.145% of the BA base salary for deposit into a MEA Financial Services tax deferred annuity or 403b programs with District-approved vendors. Vendors will not be removed from the District-approved vendor list as long as they meet the necessary legal requirements.

This provision will not apply to teachers hired after August 31, 2013.

B. Personal/Emergency Day Absence

1. Each year not more than four (4) days chargeable to accumulated sick leave and not more than two consecutive days may be used for personal reasons. The Administration reserves the right to limit teachers so as not to exceed four teachers absent at any one time. Requests shall be submitted at least twenty-four (24) hours in advance, except in emergency situations which preclude such notice. When such notice is precluded, the nature of the emergency preventing the notice shall be stated.
2. Teachers with students under their supervision attending a function of the organization for which the teacher acts as advisor shall not have these days deducted from business or personal leave days.
3. Personal business days will not be deducted for attending school-oriented conferences.

C. Bereavement Leave

Each year two (2) days' leave shall be granted for attending funerals. Additional days, as needed, shall be charged against sick leave or personal business leave at the teacher's option.

D. Judicial Leave

Any teacher called for jury duty or who is supposed to testify during school hours in any judicial matter, shall be paid the difference between his/her regular salary and any pay received by the teacher for said duty. However, this shall not apply to any type of hearing involving a claim brought by the teacher or by the Association against the District when the teacher is testifying against the District.

E. Association Leave:

1. Each school year, the Association shall be granted three (3) Association Days by the District. These days are to be used by any Association member at the discretion of the Association President for Association business. The Association and the Board will work together to schedule days so that substitute teachers are available.
2. If more than three (3) days are needed by the Association, such days will be granted with the cost of the substitute teacher being reimbursed to the District by the Association.

F. School Business Leave

1. Teachers who attend conferences, conduct business on behalf of the school, chaperone students from a group sponsored by that teacher or another teacher, or who are engaged in an activity deemed to be equivalent in importance to executing their daily assignment shall be authorized to schedule such leave as "school business" so long as any of the foregoing reasons for leave are granted prior approval by the Superintendent. In such cases, personal business leave shall not be charged.
2. All "school business" leaves (conferences, school visitations, field trips, or other approved activity) shall be voluntary on the part of the teacher, regardless of whether such leave is teacher-initiated or via administrator request. However, if it is during the regular school day and required by the Administration, it will be mandatory, rather than voluntary, on the part of the teacher. Such "school business" leave is subject to prior administrative approval. Attendance by the teacher at an activity defined as "school business" shall not waive that teacher's responsibility or obligation to make up any student instruction days or teacher workdays cancelled at the time of said leave due to an Act of God in the District.

ARTICLE X

LEAVE OF ABSENCE

- A. Teachers may submit requests for leaves of absence of up to one (1) year, without pay, to the Board for consideration. The requests shall be in writing on the application provided by the Board and contain a full explanation of the reasons for the desired leave of absence. The application shall be submitted to the Superintendent for recommendation to the Board. The Board shall consider the request and provide an answer granting or denying the leave of absence as requested. The Board may indicate an alternative arrangement for leave of absence in its answer, which the teacher may accept by submission of an amendment to the original application.
- B. Upon the submission of a request by a teacher, the Board shall grant a leave of absence for the reasons and under the conditions as follows:
1. A military leave of absence shall be granted to any teacher who is drafted into any branch of the armed forces of the United States or is in the National Guard or Reserves and is called up for active duty. The return rights of veterans will be consistent with the requirements of federal law.
 2. A leave of absence of up to one (1) year's duration shall be granted to any teacher for the purpose of caring for a member of the immediate family, as defined in Article IX, Leave Days, A.2. who is critically ill or disabled.
 3. A leave of absence shall be granted to a teacher who is medically certified as physically unable to perform the duties of employment due to a personal illness or disability and who has exhausted all accumulated leave days for the duration of the illness or disability, but not to exceed one (1) year.
 4. A childcare or adoptive leave of absence shall be granted to a teacher for the purpose of care of the teacher's newborn infant or newly-adopted child for a duration of up to one (1) year.
 5. It is understood that any bargaining unit member eligible for leave under the guidelines of the Family/Medical Leave Act may exercise those rights upon application to the Board's designee.

The employee shall have the option to exhaust accrued paid sick leave and/or personal leave prior to FMLA usage. The remainder of any unpaid leave time up to twelve weeks will be considered unpaid FMLA leave. The Employer will not utilize FMLA leave concurrently with an employee selected paid leave.

6. There will be no extensions of leaves under Section A or Sections B 2-4 above.
- C. All leaves in Sections A and B in this Article shall be subject to the following conditions:
1. All leaves of absence may be extended up to the one (1) year limit upon request by the teacher and approval by the Board of Education.
 2. A teacher upon expiration of leave shall be assigned to a position for which he/she is certified and qualified, provided such a position exists and such return is required under the Family Medical and Leave Act, Veterans Rights Act or other statutes.
 3. Upon return from leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave.
 4. Except in emergencies which preclude such notice, the Board shall be provided notice of request for leave sixty (60) days in advance.
 5. Prior to returning from leave, the Board may request a physician's statement regarding the teacher's physical fitness for employment.
 6. All leaves of absence shall be for the remainder of a marking period, semester, or school year or full marking period, semester, or school year at the option of the teacher, unless otherwise arranged with and approved by the Board.

ARTICLE XI

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this Agreement.
- B. Any teacher or the Association may file a written grievance on an alleged violation of this Agreement. The Board hereby designates as its representative for receipt of the grievance the building principals of the respective schools. By mutual consent of the parties, the grievance may be filed directly with the Superintendent.
- C. The term "days" as used herein shall mean days in which school is in session, provided that during the summer recess period "days" shall be weekdays except legal holidays. Any time limit may be extended by mutual agreement in writing.
- D. Written grievances must be filed within twenty (20) days from the occurrence of the event which gave rise to the grievance. If feasible, the teacher shall first discuss the alleged

grievance with the building principal either personally or accompanied by an Association representative prior to reducing the grievance to writing.

- E. Written grievances as required herein shall be recorded on the Grievance Form attached to this agreement as Appendix D and contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section and/or subsections of the contract alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
- F. Within five (5) days of receipt of the grievance, the building principal shall meet with the grievant in an effort to resolve the grievance. If the parties cannot agree, the building principal shall issue a decision within ten (10) days of receipt of the grievance. If the grievant is not satisfied with the disposition, the grievant shall within five (5) days of receipt of the disposition transmit the grievance to the Superintendent who shall have ten (10) days thereafter to approve or disapprove the grievance.
- If the grievance is filed directly with the Superintendent, he shall have ten (10) days from receipt to meet with the grievant in an effort to resolve the grievance and approve or disapprove it. If the grievance shall be denied by the Superintendent, the grievance may be appealed within ten (10) days to the secretary of the Board, with a statement of reasons why it is being appealed.
- G. The secretary shall transmit the grievance to the Board at the next regularly scheduled Board meeting. (Provided the grievance was received five (5) days prior to the regular Board meeting). Within twenty-five (25) days from the consideration of the grievance, the Board shall render its decision in writing. Upon request of either party, the grievance shall be considered at a hearing before the Board.

In no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the appropriate principal, the grievant(s), and the secretary of the Association.

- H. A teacher or the Association may withdraw a grievance at any time and this shall cease the processing of the grievance.
- I. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within the period above provided, the grievance may be submitted within twenty (20) days of the Board disposition to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within ten (10) days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. Only the Association, and not an individual grievant, may appeal to arbitration.
- J. The fees and expenses of the arbitrator shall be shared equally by the parties.
- K. The arbitrator shall render a decision only on the grievance.
- L. Limitations of Arbitrator:
 - 1. The arbitrator shall have no power to change any practice, policy, or rule of the Board which is not inconsistent with the terms of this Agreement or to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board.
 - 2. The power of the arbitrator shall be limited to deciding whether the Employer has violated the express articles or sections of this Agreement and issuing appropriate remedies.

3. The arbitrator shall have no power to rule upon any issue involving:
 - a. The termination or failure to re-employ any teacher to an extra duty position.
 - b. Any matter for which the teacher has elected to pursue relief from an administrative agency specified in state or federal law as the procedure for review or resolution, such as, but not limited to, the Michigan Tenure Commission and the Michigan Civil Rights Commission.
- M. A grievance filed during the term of the Agreement may be processed until resolution even though the Agreement may have expired.

ARTICLE XII

TEACHER COMPENSATION

- A. Salary compensation for teachers is set forth in Appendix A, which is attached to and incorporated into this Agreement. Any credit for prior teaching or relevant work experience shall be determined by the Board of Education.

Other conditions pertaining to placement on the various salary schedule columns are detailed in Appendix A.
- B. Salary compensation for teachers engaged in extra-curricular activities is set forth in Appendix B, which is attached to and incorporated into this Agreement.
- C. A teacher who has reached and fulfilled one school year at the top of the salary schedule and has ten (10) or more consecutive years of service in the Mio AuSable Schools shall receive as a longevity payment each year, added to his/her base salary specified in Appendix A, an additional 0.76% of the BA Base for each year of service in the Mio AuSable Schools beyond ten (10) years. Leaves of absence without pay and periods on reduction in personnel shall not count as years of consecutive service, but shall not operate as a break in consecutive years of service.
- D. A teacher who retires from teaching in accordance with the requirements of the Michigan Public School Employees Retirement System and has ten (10) or more consecutive years of service in the Mio AuSable Schools shall receive as a termination payment fifty percent (50%) of the days accumulated for sick leave purposes, up to a maximum of one hundred

(100) days. The teacher may receive this payment in one lump sum or in twelve (12) equal monthly payments, contingent upon the following:

- If planning to return to work (in any capacity), the payout beyond 30 days becomes reportable income (and will go toward amount that teacher can earn per calendar year).
- If not returning to work, installments are not reportable.

The days shall be paid at the rate determined by dividing the then current yearly salary of the retiring teacher, as specified in Appendix A with any additional longevity payment, by the number of contract days in the then current contract. Leaves of absence without pay and periods on reduction in personnel shall not count as years of consecutive service but shall not operate as a break in consecutive years of service.

Payment under this provision will not be made unless:

1. The teacher provides a letter of resignation indicating the teacher's will be retiring under the provisions of the Michigan Public School Employee's Retirement System.
2. Within ninety (90) calendar days of the teachers last day of work, the teacher provides a copy of a document showing receipt of the teacher's first retirement check to the Business Office. The last day of work for any eligible teacher who is on an unpaid leave of absence or is laid off and is eligible for recall, will be thirty (30) days from the submission of the teachers letter of resignation referenced in Section 1 above.

This provision will not apply to teachers hired after August 31, 2013.

- E. The District shall pay teachers who use their personal vehicle on authorized school business the current mileage rate that is paid to all other school employees for school business.
- F. Teachers performing noon-time supervision duties shall be paid 0.026% of the BA Base per noontime worked.
- G. Payday schedules shall be constructed so as to avoid payment to teachers for a specific school year prior to actual rendering of teaching services in that specific year; the first payday shall be on or after the established Teachers' First Day in the school calendar.
- H. Payment to a teacher or teachers for major repair work to school-owned equipment shall require prior administrative approval on a per project basis (shop equipment).

- I. The Board may, with prior approval by the Administration, reimburse expenses to a limit set by the Administration for continued in-service training of an EMT certified teacher/instructor, with the understanding that said reimbursement would be reduced by an amount equivalent to reimbursement from other sources.
- J. All payrolls shall be computer-generated per the regular payroll process and may be limited to electronic payment in accordance with the law. There shall be no hand-issued paychecks for extra-duty pay; rather, such extra-duty pay will be included in the teacher's regular computer-generated bi-weekly pay. It is the teacher's responsibility to confer with the administrative assistant relative to payment date(s) in sufficient time to allow for regular payroll processing.
- K. Upon appropriate written authorization from the employee and approval of the Employer, the Employer shall make requested deductions from the employee's salary and make appropriate remittance for annuities, credit union, MEA Financial Services programs and deferred income plans allowed through a qualified Section 125 Plan or any other plans or programs jointly approved by the Association and the Employer.
- L. Teachers performing the duties of detention supervisor, after-school tutoring in a District-established program, homebound instruction, in-staff substituting shall be paid an hourly rate of 0.063% of the BA Base.

In-staff substituting requires loss of preparation/conference time and must be pre-authorized for extra compensation by an administrator and will not apply to coaches covering for each other. In emergency situations when substitutes cannot be obtained, staff members may be reassigned by the Administration to cover for absent teachers until a substitute is available. Teachers may also be required to substitute for absent teachers during their conference periods when no one is available.
- M. A teacher who is assigned to an advanced placement science class for the full year that requires lab classes outside of the regular teacher work day, will be paid an additional 4.3% of the BA base salary.
- N. Teachers teaching summer school shall be paid an hourly rate of .08% of the BA base per hour, effective June 2018.
- O. Any teacher rated "effective or highly effective" and meets the criteria established by the Merit Pay Committee will be eligible for a portion of a \$5,000.00 merit fund each year.

P. Upon completion of a class with at least a “B” average, tuition shall be reimbursed based on the following levels:

1. Teachers with a Provisional Certificate, working on classes that are part of their planned program will be reimbursed up to 2% of the BA Base per fiscal year.
2. Other teachers shall be reimbursed at a rate of 33% of tuition costs, not to exceed 6 credits in a five fiscal year period.

The class must be prior approved by the Superintendent or the class must be of a nature that will contribute to the development of knowledge and skills related to the teacher’s assignment or possible future assignment. All online classes must be from an accredited university or prior approved by the Superintendent. It is the teacher’s responsibility to file the necessary documentation to verify completion of the requirements and receipt of graduate credit prior to reimbursement.

This provision will not apply to teachers hired after August 31, 2013.

ARTICLE XIII
INSURANCE PROVISIONS

The Board shall, for the duration of this Agreement, provide the following MESSA PAK insurance coverage with teachers selecting either Plan A, Plan B, Plan C, Plan D or Plan E as outlined below. Part-time teachers who are scheduled to work at least half time, will receive a prorated portion of the contribution of the cost of Plan A or fully paid Plan B and a prorated portion of the cost and annuity contribution under Plan B.

PAK A – includes health insurance

Health	Choices II with Saver RX, \$20/\$25/\$50 Office Visit \$500/\$1,000 annual in-network deductible and \$1,000/\$2,000 annual out-of-network deductible Adult Immunization Rider
Long Term Disability	66 2/3% \$4,000 maximum 90 calendar days – modified fill Freeze on Offsets Alcoholism/drug addiction 2 years Mental/nervous 2 years
Delta Dental	80/80/80:\$1,000 80:\$1,000
Negotiated Life	\$45,000 AD&D
Vision	VSP II Silver

PAK C – includes health insurance

Health	ABC Plan 1 with ABC RX N/A Office Visit \$1,350/\$2,700 annual in-network deductible \$2,700/\$5,400 annual out-of-network deductible Adult Immunization Rider
Long Term Disability	66 2/3% \$4,000 maximum 90 calendar days – modified fill Freeze on Offsets Alcoholism/drug addiction 2 years Mental/nervous 2 years
Delta Dental	80/80/80:\$1,000 80:\$1,000
Negotiated Life	\$45,000 AD&D
Vision	VSP II Silver

PAK D – includes health insurance

Health	MESSA Choices with 10% Coinsurance includes RX \$20/\$25/\$50 Office Visit \$500/\$1,000 annual in-network deductible \$1,000/\$2,000 annual out-of-network deductible Adult Immunization Rider
Long Term Disability	66 2/3% \$4,000 maximum 90 calendar days – modified fill Freeze on Offsets Alcoholism/drug addiction 2 years Mental/nervous 2 years
Delta Dental	80/80/80:\$1,000 80:\$1,000
Negotiated Life	\$45,000 AD&D

Vision VSP II Silver

PAK E – includes health insurance

Health ABC Plan 1 – with 10% Coinsurance includes ABC RX
N/A Office Visit
\$1,350/\$2,700 annual in-network deductible
\$2,700/\$5,400 annual out-of-network deductible
Adult Immunization Rider

Long Term Disability 66 2/3%
\$4,000.00 maximum
90 calendar days – modified fill
Freeze on Offsets
Alcoholism/drug addiction 2 years
Mental/nervous 2 years

Delta Dental 80/80/80:\$1,000
80:\$1,000

Negotiated Life \$45,000 AD&D

Vision VSP II Silver

Insurance hard caps adjusted annually to the state maximum allowance on January 1 of each year.

It is understood in the implementation of this Article, that both employee and spouse and employee and child will be considered as two party enrollees.

For those teachers electing the health savings account plan (HSA - ABC), if the cost of the plan is less than the above figures, the remaining portion up to the above limit will be placed into the teacher's savings account each month.

Any amounts in excess of the District's contributions will be payroll deducted as a condition of this Agreement. To the extent afforded by the Internal Revenue Service Rules and Regulations, the District's Section 125 plan documents will contain a provision affording for the payment of out of pocket withholdings with pre-tax dollars.

Teachers not electing health insurance shall receive Plan B of the MESSA PAK which shall include the following benefits:

PLAN B – For employees not needing health insurance

Delta Dental	Auto+ 008 (100/90/90:\$1,500) 90:\$1,500
Vision	VSP III Plus Platinum
Negotiated Life	\$50,000 AD&D
Long Term Disability	66 2/3%
	Same as above

Annuity: The Employer shall provide 3% of the BA Base to the teacher selecting Plan B to be spent on any MESSA programs, MEA Financial Services programs, or 403b programs with District-approved vendors.

During the term of this Agreement, the Association may request to change the teacher medical plan options to reduce teacher out of pocket monthly payroll withholdings subject to the following conditions:

1. The proposed plans must be fully insured (i.e. no self-funding, etc.) and have a standard subscriber rate structure (i.e. no illustrative rates or redistribution of the limits in Section 3 of Public Act 152 of 2011).
2. The plans must meet the standards under the Affordable Care Act.
3. Any such request will be accompanied by the Benefits-at-a-Glance for the new plan(s), the quoted rates and the census used in requesting the rates.
4. If the request meets the conditions set forth above and the quotes do not create a condition where there would be added cost to the district in any fashion (i.e. the change would create added cost by eliminating the MESSA Pak discount; negatively impact rates for those outside of the bargaining unit; add startup costs for any new plan; etc.).
5. The plan(s) will be changed after fulfilling any requirements to terminate the current plan with MESSA.

Double coverage: Employees receiving generally comparable health coverage through a spouse, shall not be eligible for Plan A insurance coverage provided by the District. There shall be no double coverage in health insurance.

Termination of Benefits: Contributions toward insurance benefits will be processed in accordance with the following provisions:

1. Except as set forth in Subsection 1, benefit contributions shall commence the first day of the month after the first day worked for newly hired employees, those being recalled or who are returning from an unpaid leave where benefits are not required to be extended under the Family Medical and Leave Act. Where the first teacher work day of the year is after September 1, benefit contributions will begin September 1.
2. For those employees who are laid off, who are retiring or are resigning after having completed the entire work year, benefits contributions will continue through the end of August.
3. For those employees who are going on unpaid leave of absence where benefits were not continued under the Family Medical and Leave Act, for employees being laid off during the year, employees resigning and for employees retiring during the course of the work year, benefit contributions will continue through the end of the month in which the last day of work transpired.
4. For those employees who are terminated, benefits will cease on the last day of the month in which the termination occurs.

To the extent afforded by law, the teacher may elect to be maintained as a member of the employee group for purposes of the teacher continuing health insurance coverage at the group premium rate under COBRA, subject to the permission of the health insurance carrier. The teacher shall submit the required payment to the school district in advance of the District's scheduled payment date to the insurance carrier.

ARTICLE XIV

DURATION OF AGREEMENT

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations imposed upon the Board and the Association. This Agreement is subject to amendment, alteration, or additions only by a subsequent written Agreement between and executed by the Board 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.
- B. If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- D. This Agreement shall become effective upon ratification by a majority of the Board and by the Association or July 1, 2018, whichever comes later and shall continue in effect through June 30, 2020 at which time it will terminate. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

At the request of either party, negotiations will commence by May 1 of the year the contract expires.
- E. Copies of this Agreement shall be available on the district web site. The Association may run copies on the district copy machines without cost to the Association.

F. This Agreement was fully ratified by the Association on the 18th day of May, 2018 and by the Board on the 11th day June , 2018.

**NORTHERN MICHIGAN EDUCATION
ASSOCIATION**

Michael Zimmerman, NMEA, President

Tim McFalda, MAEA President

Jeff Demory, Bargaining Team

Michelle Marsh, Bargaining Team

Celeste Shiffer, Bargaining Team

**MIO AUSABLE SCHOOLS
BOARD OF EDUCATION**

Penny Ireland, President

Jim Gendernalik, Superintendent

Mary Lou Hunter, Vice President

Christina Tappan, Secretary

David Lashley, Treasurer

Amy Fullerton, Trustee

Elizabeth Holzwarth, Trustee

Cheryl LaVigne, Trustee

APPENDIX A

2018-2019			
	1% Increase		
Step	BA	Prof./Cont.BA	MA, BA+30
1	35,130	37,326	39,706
2	36,790	38,985	41,364
3	38,628	40,817	43,195
4	40,879	43,039	45,439
5	42,800	44,985	47,356
*6	45,165	47,350	49,712
7	47,397	49,577	51,938
8	49,621	51,802	54,166
9	51,865	54,044	56,402
10	54,099	56,275	58,637
11	57,254	59,426	61,414
Longevity/Year =		266.99	

2019-2020			
	1% Increase		
Step	BA	Prof./Cont.BA	MA, BA+30
1	35,481	37,699	40,103
2	37,158	39,375	41,778
3	39,014	41,225	43,627
4	41,288	43,469	45,893
5	43,228	45,435	47,830
*6	45,617	47,824	50,209
7	47,870	50,073	52,457
8	50,117	52,320	54,708
9	52,384	54,584	56,966
10	54,640	56,838	59,223
11	57,827	60,020	62,028
Longevity/Year =		269.66	

Years of service in Mio AuSable Schools count toward longevity, including frozen years.
 Example: someone who has been employed for 20 years at Mio in 2017-18; is being paid for 7 years of longevity (20 years total) – 11 steps – 2 frozen years = 7). In 2018-2019, they will be paid 10 years of longevity (21 years total – 11 steps = 10).

NOTES:

- (a) *above shall mean that no teacher employed beginning with the 1990-91 school year shall advance beyond Step 6 of the Provisional Certificate column . . . extensions not accepted . . . to advance, said teacher must move to the Continuing or Professional column or the MA column . . . Steps 7 - 11 exist solely for the computation of Appendix B; and for those teachers on staff during or prior to the 1989-1990 school year.
- (b) For those employed beginning with the 1990-91 school/contract year, placement on the Continuing/Professional or Master's column shall only occur upon completion of the requirements for a Continuing/Professional Certificate or MA Degree.
- (c) Hours earned beyond the BA shall be graduate level "500" courses or above. With the Superintendent's prior approval, an exception may be made for up to six semester hours of undergraduate courses below the "500" level.
- (d) Teachers who have earned ten semester hours beyond the Master's Degree (at the "500" level or beyond) shall be compensated 2% of the BA Base salary in addition to the MA salary.

APPENDIX B
MIO AUSABLE SCHOOLS
CO-CURRICULAR SCHEDULE

All Appendix B positions are unpaid for the duration of this contract, except for School Improvement Chairperson and Teacher Mentors.

- A. A contract will be issued each year for each co-curricular assignment. There will be no tenure in any co-curricular position.
- B. Payment for each item is based on a percentage of the B.A. Salary Schedule, as indicated in the column labeled "Percent of B.A." Experience in the activity will determine the step on the B.A. Schedule. Credit for previous outside experience in the activity may be granted as determined appropriate by the Board of Education.
- C. Determination of whether to fill the various positions and appointments to all approved positions shall be the sole responsibility and authority of the Administration.
- D. Additions to or changes in the listed positions may be the subject of discussion between the Board and the Association. Any agreement on the additions or changes is subject to approval by the Board and the Association and, upon approval, shall be conveyed in a "Letter of Understanding" attached to the current Agreement. The Agreement itself shall not be subject to opening or re-negotiations during the life of said Agreement. Any new activities must demonstrate significantly to the Board a major contribution to the school, students, and community.
- E. Job descriptions for each position listed in Appendix B shall be developed by the athletic director (for athletic positions) and the principals for all other positions during 1990-91. All such job descriptions shall be subject to approval by the Superintendent. No new position will be considered without there first being a job description.

Groupings

- * Groups I, II, III, IV, V, VI, XI: Experience may accumulate and be applied to assigned activity within the group.
- * Group IX, X: Experience may accumulate but not be applied to any other activity within or outside the group.
- * Groups VII, VIII: Experience may accumulate for continued service of the same class. (Ex. Class of 2002)

F. Payment Options:

GROUP	CO-CURRICULAR SCHEDULE	PERCENT OF B.A.
I	Head Basketball Coach, Boys	10
	J.V. Basketball Coach, Boys	7
	Freshman Basketball Coach, Boys	6
	Head Basketball Coach, Girls	10
	J.V. Basketball Coach, Girls	7
	Freshman Basketball Coach, Girls	6
	8 th Grade Basketball Coach, Boys	5
	7 th Grade Basketball Coach, Boys	5
	8 th Grade Basketball Coach, Girls	5
	7 th Grade Basketball Coach, Girls	5
II	Head Football Coach	10
	Assistant Varsity Football Coach	7
	J.V. Football Coach	7
	Assistant J.V. Football Coach	6
III	Head Baseball Coach	8
	Assistant/J.V. Baseball Coach	5
	Head Softball Coach	8
	Assistant/J.V. Softball Coach	5
IV	Head Track Coach – Boys	8
	Head Track Coach – Girls	8
	Assistant Track Coach (one position for whole program)	6
	Middle School Track Coach – Boys (1 position)	4
	Middle School Track Coach – Girls (1 position)	4
	Head Cross Country Coach – Boys & Girls (one position)	7
GROUP	CO-CURRICULAR SCHEDULE	PERCENT OF B.A.
V	Football Cheerleading Advisor	4
	Basketball Cheerleading Advisor	4
	Middle School Cheerleading Advisor	2
VI	Head Volleyball Coach	8
	Assistant Volleyball	6
VII	Senior Class Advisor	3

	Junior Class Advisor	2
VIII	Sophomore Class Advisor	2
	Freshman Class Advisor	2
	8 th Grade Class Advisor	2
	7 th Grade Class Advisor	2
	6 th Grade Class Advisor	2
IX	Assistant Athletic Director	10
	Band Director	8
	Yearbook Advisor	5
	National Honor Society	2
	Plays (each)	2
	Chorus	4
	School Improvement Chair	3
	Student Council – High School	3
	Student Council – Middle School	3
	Student Council – Elementary	2
	Knowledge Bowl Coach	3
	Spanish Club	1
	Golf Coach – Boys & Girls (one position)	6
	Science Olympiad – Middle School	1
	Science Olympiad – High School	1
	BPA	1
	Youth in Government Advisor	1
GROUP	CO-CURRICULAR SCHEDULE	PERCENT OF B.A.
X	Elementary Basketball - Boys	2.3
	Elementary Basketball – Girls	2.3
	Mentor Teacher	1
	Citizenship Policy Coordinator – Elem.	1
	Citizenship Policy Coordinator – Secondary	1
XI	Wrestling Head Coach	10
	Asst. Wrestling Coach	8
	Middle School Wrestling	5

APPENDIX C

2018-2019 SCHOOL CALENDAR

2019-2020 SCHOOL CALENDAR

APPENDIX D

GRIEVANCE REPORT FORM

Name of Grievant: _____

Date of Occurrence: _____

Date Submitted: (Must be within 20 days of date of occurrence) _____

Synopsis of Facts regarding this situation:

Sections and Subsections of the Contract in Violation:

Specific Relief Requested:

Signature of Grievant _____

Date of Meeting with Principal (Must be within 5 days of receipt.) _____

Decision of Principal (Must be issued within 10 days of receipt) _____

Date of transmission to Superintendent (Must be within 5 days of principal's disposition) _____

Decision of Superintendent (Must be within 10 days of receipt).

Date of appeal to the Secretary of the Board of Education with request for executive session (if topic is covered by Article 3-A). (Must be within 10 days of Superintendents' decision _____

Date of Board Meeting for the Consideration of the Grievance _____

Decision of the Board of Education (Must be issued within 25 days of Board Meeting) _____

Date of submission to arbitration (Must be with 20 days of the decision by the Board of Education)
