

**PROFESSIONAL AGREEMENT**  
**BETWEEN THE**  
**BOARD OF EDUCATION OF THE NORWAY-VULCAN AREA SCHOOLS**  
**AND THE**  
**NORWAY-VULCAN EDUCATION ASSOCIATION**  
**MICHIGAN EDUCATION ASSOCIATION**

**2010-2011**

**2011-2012**

**NORWAY-VULCAN AREA SCHOOLS**

**300 SECTION STREET**

**NORWAY, MICHIGAN 49870**



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## AGREEMENT

This Agreement is made and entered into this 27th day of June, 2011, between the BOARD OF EDUCATION OF THE NORWAY-VULCAN AREA SCHOOLS (here inafter referred to as the Board), on its own behalf and on behalf and for the benefit of its affiliate, the NVEA, UPEA, MEA and the National Education Association.

### WITNESSETH:

**WHEREAS**, certain understandings have been reached which the Board and the Association desire to incorporate into a written collective bargaining agreement.

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

### SECTION 1

#### RECOGNITION

##### **1:1 EXCLUSIVE BARGAINING REPRESENTATIVE:**

The Board hereby recognizes the Norway-Vulcan Education Association and Michigan Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel excluding substitute teachers, the superintendent, assistant superintendents, principals, and all other supervisory and executive personnel.

Unless otherwise indicated, the term teacher as used herein shall refer to all employees in the unit for bargaining as defined above. References to male teachers will include female teachers.

##### **1:2 NEGOTIATIONS WITH ASSOCIATION:**

The Board agrees not to negotiate with any teacher organization other than the Norway-Vulcan Education Association and Michigan Education Association for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having it adjusted without intervention of the Association, (if adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given an opportunity to be present at such adjustment).

##### **1:3 ASSOCIATION SECURITY AND DUES:**

- A. Membership in the Association is voluntary and shall comply with all State and Federal Regulations in accordance with the terms and conditions found in this Article.
- B. All employees included in the recognition Clause shall pay dues or service fees in compliance with all State of Michigan and Federal regulations that apply.
- C. The Board agrees to:
  - 1. Deduct appropriate and applicable Association dues or service fees;

2. Such deductions shall be established in accordance with applicable laws and regulations;
3. All applicable dues or service fees shall be transferred to the Association or its designee, provided each member authorizes the Board to deduct dues or service fees. The written authorization for Union dues shall be in full force and effect and may be revoked only by written notice in accordance with procedures found on the authorization form.

D. Each employee shall, as a condition of employment, (1) on or before thirty (30) days from the day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of association dues collected from association members. The employee may authorize payroll deduction for such fee. In the event that the employee shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477;MSA 17,277(7) and at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each employee. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction. The procedure in all cases of non-payment of the service fee shall be as follows:

- 1) The Association shall notify the Board of non-compliance by personal service and/or certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
- 2) If the employee fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to the opening paragraph above.
- 3) The Board, upon request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for same.
- 4) The Board and Association may mutually agree, in writing, to withhold, and/or suspend involuntary wage deduction, and/or to place any involuntary wage deductions in an escrow account pending any legal challenges. Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986), the Association has established a "policy regarding objections to political-ideological expenditures." That policy, and administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union employees who chose not to belong to the Association. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting employee concerning the applications and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association notification to non-members of the fee for that given school year. In the event that such an authorization is not signed and returned to the school business office

by the end of the probationary period, or a service fee is not paid directly to the Association, the Board shall, upon written request by the association, deduct the service fee from the employee's wages and remit same to the Association, only after a meeting between a business office representative and the employee, pursuant to MCLA 408.477, MSA 17,17.277(7).

- E. The Board agrees to send or present each prospective employee with a copy of this Article along with the individual employee contract.
- F. The Association shall certify to the Board in writing the current rate of membership dues. If the Association shall change the rate of its membership dues, the Association shall give the Board thirty (30) work days written notice prior to the effective date of such change. Additionally, the Association shall certify to the Board in writing the current service fee. If the Association shall change the rate of its service fee, the Association shall give the Board thirty (30) work days written notice prior to the effective date of such change.
- G. Deductions referred to in Section C above shall be made in equal installments determined by the number of pay periods selected by each employee. Upon appropriate written authorization from the employee, the Board shall deduct from the wages of any such employee and make appropriate remittance for Financial Services programs and annuities, insurance programs not fully Board paid, financial institutions, savings bonds, charitable donations, contributions or any other plans or programs jointly approved by the Association and the Board.

No later than the thirtieth (30<sup>th</sup>) workday following the opening day of school, the Board shall provide the Association with a list of employees who have not authorized the Board to make deductions for membership dues or service fees for negotiation and administration of this Agreement.

- H. In the event of any legal action against the Board brought in court or administrative agency because of its compliance with this Article, the Association agrees to defend against such action, at its own expense and through its own counsel. The Association shall have complete authority to settle all claims which it defends under this section in cooperation with the Board.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer, including the Board, wholly or individually, and/or administration, wholly or individually, from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

#### **1:4 ASSOCIATION INDEMNIFIES BOARD FOR DUES PROCEDURE:**

In the event the Board, acting on the request of the Association, the Association agrees to indemnify and hold the Board harmless from any and all damages and judgements which may result from such action, except for loss which may be caused by the Board's willful misconduct.

Attorney fees will be included in the indemnity, but in lieu of the Board's attorneys, the Association may hire competent counsel to represent the Board's interest, who shall be subject to the reasonable approval rights of the Board.

**1:5 CHECKOFF PROCEDURE:**

A teacher may elect to join the Association and pay the periodic Association dues by authorizing the deduction of such amounts from his salary, or Such teacher may elect not to join the Association, but to pay it a service fee.

The following procedure for dues deduction shall apply:

- A. Signed authorization forms are to be delivered to the Board on or before one (1) week prior to the second scheduled pay period of the school year; provided, however, new teachers hired after the beginning of the school year may submit a signed authorization within thirty (30) days of initial employment.
- B. Such authorization shall continue in effect unless subsequent to June 1 and prior to September 15 of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board and shall be considered revoked if the employee is promoted to a supervisory position, retires, dies, resigns, or is discharged without reversal of said decision.
- C. The Association will, at least fifteen (15) days prior to the beginning of each school year, give written notification to the Board of the amount of its authorized dues, which are to be deducted in that school year. The amounts of the deductions for such dues are not subject to change during the school year.
- D. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from the regular salary checks of the teacher each month for ten (10) month, beginning in September and ending in June of each year.
- E. The Association will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability, except for the loss which may be caused by the Board's willful misconduct (if such willful misconduct is not caused by information or data supplied by the Association). Attorney fees will be included in the indemnity, but in lieu of the Board's attorneys, the Association may hire competent counsel to represent the Board's interest, who shall be subject to the reasonable approval rights of the Board.

**SECTION 2**

**ASSOCIATION AND TEACHER**

**RIGHT AND RESPONSIBILITIES**

**2:1 ASSOCIATION USE OF SCHOOL FACILITIES AND EQUIPMENT:**

The Association shall have the right to use school facilities and equipment including word processing and photo copying equipment, calculating machines, and all types of audio-visual equipment at all reasonable times when not otherwise in use for Association business on school property. Use of district e-mail for Association business is allowed, however, monitoring of the system is a responsibility of the Board. Therefore, e-mail does not represent a secure means of communication. The Association agrees to pay for any breakage and repairs caused by a member of the Association. The Association will pay for the reasonable cost for all material and labor incident to such use.

**2:2 ASSOCIATION OFFICIAL'S VISITS TO SCHOOL PREMISES:**

Association officials who are not employees of the district shall be permitted to visit school premises to transact official Association business; provided they first report to the principal's office (or other Board representative in appropriate instances) upon entry, state the nature of their business, and secure permission from the principal (or other Board representative). Permission shall be withheld if, in the opinion of the principal, the Association official's visit will interfere with or interrupt school operations.

**2:3 BULLETIN BOARD:**

The Association shall be provided adequate bulletin board space in a place readily accessible to teachers in each school building for the posting of notices and other materials relating to Association activities. All materials posted shall relate to official business of the Association and shall be signed by the appropriate official of the Association. Membership insignia or pins appropriate for normal wear may be worn by members of the Association. The Association shall continue to have the right to use the mailboxes in accordance with the existing practice.

Bulletin board space shall not be used for partisan politics, local elections, and other such political matters, and shall be used only for internal union affairs.

**2:4 ASSOCIATION NOTICE OF CHANGE IN BOARD POLICY:**

- A. The Board will notify the Association in advance of any proposed changes in present Board policy or adoption of new Board policy affecting the wages, hours, and working conditions of teachers as defined by Act 379. However, the Board reserves the right to adopt such policies not in conflict with the terms of this Agreement:
- B. It is the responsibility of the Association and its representatives and members to carry out administrative directives regarding Board policies and administrative regulations, subject to the understanding that the grievance procedure shall be available if it is felt any such directive or policy is in conflict with the express terms of this Agreement. Neither the Association or its representatives shall assume Board administrative or supervisory authority.

**2:5 ASSOCIATION RIGHT TO RECEIVE DOCUMENTS:**

The Association shall have the right to receive, upon written request, reports and documents presented to the Board of Education and other governmental agencies after such official presentation. The request for information from the Association shall list specifically what is requested and shall indicate the reason for the request. Documents shall be viewed in their official place of deposit. The Association may be required to reimburse the Board if costs are incurred in connection with furnishing the requested information.

**2:6 TEACHER'S RIGHT TO FULL RIGHTS OF CITIZENSHIP:**

Teachers shall be entitled to full rights of citizenship.

**2:7 CONTINUED CERTIFICATION:**

Once hired, it is the responsibility of the teacher to see that he continues to be properly certified and meets all qualifications of his position. The state code governing permanent certification will govern.

**2:8 TEACHER HEALTH:**

In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Norway-Vulcan Area Schools that:

- A. Upon initial employment, each employee shall provide, by certification of his private physician, evidence of:
  - 1. Such state of health that he is able to attend to his assigned duties without undue absence during the ensuing year.
  - 2. Freedom from active tuberculosis and other communicable diseases.

**2:9 ASSOCIATION AND BOARD COMMITMENT TO ADHERE TO THE CONTRACT:**

For harmonious operation, the Association and the Board agree to cooperate in assuring that the contract is conscientiously adhered to by the Board, the Association, and the teachers.

**2:10 PERSONAL FILES AND RECORDS:**

A teacher shall have the right to review his/her personnel files. The teacher may submit a written notation regarding any derogatory material and the same shall be attached to the file copy of the material in question. If reprimanded or disciplined, a teacher may also submit a written notation limited to derogatory material in the file and is limited to five (5) eight and one-half by eleven inch pages, and place it in his/her personnel file. If the teacher is asked to sign material placed in his/her file, such signature will be understood to indicate his/her awareness of the material, but in no instances shall said signature be interpreted to indicate agreement with the content of the materials.

**2:11 TEACHER RESPONSIBILITY:**

All teachers acknowledge that they have responsibility for total student contact, including teaching, supervision, control, and assistance, during all hours when they are required to be on school premises or contractually required to attend school functions in compliance with this Agreement.

**SECTION 3**

**MANAGEMENT RIGHTS CLAUSE**

**BOARD RIGHTS AND RESPONSIBILITIES**

**3:1 BOARD RIGHTS AND RESPONSIBILITIES:**

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:

- A. To exclusive management and control of the school system, its property, facilities, operations, and affairs;

- B. To hire all employees; subject to the provisions of law, to determine their qualifications, conditions of employment, dismissal, demotion, suspension, layoff or recall; to determine the number and scheduling, including business or school hours or days, of all employees; to promote or transfer all employees; to determine the size of the working force; and to assign duties to, and to direct, all employees.
- C. 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.
- D. To decide upon the means and methods of instruction, selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- E. To determine services, supplies, and equipment; to determine all methods and means of distributing, disseminating, or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
- F. To determine the number and location or relocation of its facilities, including the establishment or relocations of new schools. Buildings, departments or divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- G. To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the school system and its programs.
- H. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- I. To make and change rules and regulations not inconsistent with the terms hereof.

**3:2 LIMITS ON BOARD RIGHTS:**

The exercise of the foregoing powers, rights, authorities, 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 to the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the United States and the State of Michigan.

**3:3 ASSOCIATION INPUT ON SCHOOL POLICY:**

The Board will continue to accept its responsibilities to give teachers the opportunity to express their professional opinion. To implement this, a Professional Council consisting of teachers and

administration working with the superintendent or his designee shall be established to discuss matters affecting the district's operation.

## SECTION 4

### WORKING CONDITIONS

#### 4:1 TEACHING DAY:

All teachers shall be in their school building and ready for work at least fifteen (15) minutes prior to the opening of the official school day and shall be subject to assignment by the principal of the school. Teachers are required to remain at their place of assignments, as determined by the principal of the school, for at least fifteen (15) minutes after the close of the official school day; or longer if desired by students or necessitated by conferences with students provided sufficient advance notice is given. When interested in the welfare of the child, teachers shall remain until the conference has been completed. Teachers may not be required to hold such conferences when one (1) days advance notice has not been given.

#### 4:2 CLASS LOAD:

- A. The normal daily teaching load in grades 5-12 will be either 5 teacher periods, 1 study hall period, 1 prep period and a home room period OR 6 teacher periods, 1 prep period and a home room period. The normal weekly teaching load in grades K-4 will not exceed 30 clock hours of pupil contact during the week.

At the high school: Teachers can tutor in math, English and science and it will count as a class in a 6-1 schedule. Any enrichment classes as per Section 4:2 Part C, will also count as a class in a 6-1 schedule. Every effort will be made to rotate tutors and teachers on 5-1-1 and 6-1 schedules. Every effort will be made to give science, math, and English teachers four or less preparations. The schedule will be reevaluated after each year of this contract.

Any change from the above existing contract language pertaining to the class loads of middle school/high school teachers will only be implemented after representatives of the staff(s) involved, administration and school board have met and mutually agreed upon such a change.

- B. It is understood by the parties that the scheduled preparation period is subject to the total school program; and, as a result, such things as miscellaneous programs, field trips, testing programs, emergency class needs, and assemblies, may, from time to time, be substituted for preparation time. It is expected that preparation periods will be used for such things as thorough preparation, conferences with parents, teachers, and administrators and special assistance to students.
- C. Teachers electing to teach an additional class of interest to them rather than being scheduled for study hall supervision shall be able to do so provided the class is approved by a curriculum committee comprised of the principal, counselor, and two teachers.
- D. The Administration shall provide each elementary teacher with unassigned daily preparation time; each preparation period shall be a minimum of one-half (1/2) hour duration.



**4:3 LUNCH HOURS:**

All teachers shall be entitled to a duty-free lunch period of at least 30 minutes.

**4:4 TEACHING CONDITIONS:**

- A. The Board agrees to keep the schools and classrooms reasonable equipped and maintained. The Board recognized that appropriate texts, library facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaire, and similar materials are the tools of the teaching profession and agrees to supply these in reasonable quantities.
- B. Restroom and eating facilities shall be made available for all teachers in the system. Staff lounges shall also continue to be provided for teachers. Each school in the system shall have a telephone, which may be used by teachers in emergency cases to place telephone calls during the regular school day.

**4:5 VENDING MACHINE**

The Association at its own expense and supervision, may install vending machines in area reserved for professional staff personnel upon notification to the superintendent. The proceeds from all such machines shall be placed in a student scholarship fund created for that purpose. Said scholarship fund shall be administered jointly by the Association and the administration.

Adequate fees will be charged for products sold in the vending machines, so that scholarships may be made available with reasonable frequency.

**4:6 USE OF SCHOOL FACILITIES AND EQUIPMENT:**

Teachers shall continue to have the use of equipment and facilities for preparation of instructional materials.

**4:7 TEACHERS' EQUIPMENT PROVIDED BY BOARD:**

- A. The Board agrees to continue to provide the following:
  - 1. Separate desks for teachers with lockable drawer space, where possible.
  - 2. Closet space for teachers to store coats, overshoes, and other personal articles.
  - 3. Copies of texts in courses teachers are to teach for their use.
  - 4. Storage space in classrooms for instructional materials.

**4:8 TEACHING LOADS:**

It is recognized by the Board and the local Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class

sizes at an acceptable number in accordance with district administrative regulations and as dictated by the financial condition of the district, the building facilities available, and the best interest of the district as deemed administratively feasible.

**4:9 PARENT-TEACHER CONFERENCES:**

All teachers shall attend parent-teacher conferences and shall remain on duty throughout the scheduled period of the meetings.

**4:10 PARENTAL CONTACTS:**

Two evenings per school year will be scheduled for parental contacts with details in regard to actual scheduling and administration of the session to be left to the discretion of the administrative staff of each building.

**4:11 DISCIPLINE:**

Teachers shall be responsible for creating and maintaining conditions, within the reasonable control of teachers, conducive to learning and discipline, both in the classroom and on school property. The Board shall give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

**4:12 SUBSTANCE ABUSE:**

When characteristics, which resemble substance abuse, appear in a student's actions, the teacher will notify the principal's office orally, or in writing if requested by the principal.

An exploratory conference may be held, at the discretion of the principal, with those individuals deemed important by the principal to explore the causes of the exhibited characteristics. The teacher will attend such conference and subsequent conferences if requested. Further conferences may be held upon request by the Administration or the School Board.

**SECTION 5**

**VACANCIES, PROMOTIONS**

**5:1 VACANCIES AND PROMOTIONS:**

- A. The administration shall notify teachers of all vacancies occurring in the teaching staff of the school district during the school year by posting a notice of vacancies on the teachers' bulletin board for a period of not less than ten days. A copy of such notice shall also be served upon the Association, with a copy to teachers still on the seniority list who are on layoff. Teachers who have expressed a desire for a given vacancy in accordance with paragraph two below will be informed of vacancies occurring after the close of school. Applications of professional staff members will be given full consideration in the filling of these vacancies.
- B. A teacher may apply for any position at any time. Such application should be in writing, addressed to the superintendent of schools. Applications will be considered should such vacancy occur, either during the school year or during the summer.

- C. In filling a vacancy within the bargaining unit, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final. Any teacher who applies for a vacancy and does not get it, may discuss the reasons for (or request in writing) the Board's action with his principal and/or the superintendent.
- D. Notice of vacancies in the supplemental schedule shall be posted on teachers' bulletin board prior to filling of vacancies.
- E. No vacancy or new position shall be filled without posting, except in case of emergency and then only on a temporary basis until the above criteria are met. Temporary basis shall be defined to mean up to the three months during the summer vacation.

**5:2 TRANSFERS**

- A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with the optimum teacher performance, the parties agree that unrequested transfer of teachers is to be minimized and avoided whenever possible.
- B. If transfers are found to be necessary, the teacher will be notified and consulted with by their principal in advance of the transfer.
- C. If a teacher desires a transfer for a good reason and requests such transfer in writing, along with the reasons for the transfer, the administration will make a reasonable effort, as determined by the Board, to effect such transfer.
- D. If transfer between separate buildings is necessary, the Board will notify the Association in advance of the transfer.

**5:3 REDUCTION OF STAFF:**

- A. In the event that the Board decides to reduce the number of employees through layoff of employment, or to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate a position or positions, the Board shall layoff last those teachers having longest service in the district and who are qualified to teach the positions remaining. Qualified teachers are those who meet the North Central Association guidelines in grades 7-12 and those teachers in elementary who are certified for elementary classes. In cases where teachers have the same date of hire, a drawing will be held by The Board and the Association within 30 days of the start of the school year to determine placement on the seniority list. The teachers so affected will be notified of the date, place and time of the drawing; provided, however, that any layoff action undertaken shall not be contrary to the priorities established under the Tenure Act. The Board shall give twenty-one (21) or more calendar days notice of such layoff to the Association and to the employees involved.
- B. Layoff pursuant to this article shall terminate the individual employment contract to all non-tenure teachers so discharged and shall suspend for the duration of the layoff, the Board's obligation to pay salary or fringe benefits to any tenure teacher so discharged, under the teacher's individual employment contract or under this collective bargaining agreement.

- C. The Board shall have no obligation to rehire any non-tenure teacher laid off pursuant to this article.
- D. Tenure teachers shall be recalled in the opposite manner as described in paragraph A. for layoff.
- E. The Board shall give written notice to recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of the teacher to notify the Board of any change in address. The teacher's address as it appears in the Board's records shall be conclusive when used in connection with layoffs, recall, or any other notice to the teacher. If a teacher fails to report for work within five (5) calendar days from the date of receipt of the letter of recall or thirty (30) days after mailing of recall, unless as extension is granted in writing by the Board, said teacher shall be considered a voluntary quit and shall thereby completely terminate his/her individual employment contract and any other employment relationship with the Board.
- F. No loss of experience on the salary schedule, or seniority granted by the district shall occur, and a teacher's accumulated sick leave shall not be cancelled out but shall remain credited to his/her after recall from layoff (not after rehire). All seniority shall be lost after layoff for three (3) school years.
- G. Within one month after the commencement of each school year, the Board shall post on the teachers' bulletin board and in the administrative offices a seniority list. If a teacher does not object to his or her listed seniority date within thirty (30) days following the posting, then the seniority list shall be conclusive for purposes of layoff and recall.
- H. A teacher's name shall be removed from the seniority list, and no rights or privilege, involving layoff or recall shall be extended to such teacher, following a voluntary quit, a dismissal or discharge not reversed, or a layoff of more than three (3) years.

## SECTION 6

### ASSIGNMENTS:

#### **6:1 BOARD DISCRETION ON ASSIGNMENT:**

Assignments shall be made at the discretion of the administration and within the area of teacher competence, teaching certificate or their major fields of study, except temporarily and for good cause.

#### **6:2 TEACHING SCHEDULES:**

The administration agrees to provide teachers with tentative teaching schedules on or before May 20 of each school year with the express understanding that such schedules will probably have to be revised by August 1. Once final schedules for the forthcoming year are made known at said later date, there will be no changes in such schedules until the teacher affected is notified and consulted in advance. Provided, however, all teachers shall notify the school district of a summer address at which they can be located and, if a registered letter to the teacher is not answered within five (5) days the administrators of the district can make changes in assignments.

**6:3 CHANGE IN ASSIGNMENTS:**

Teachers, who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the middle and secondary school grades, will be notified by the district in accordance with paragraph 6:2. Such changes shall be on a voluntary or temporary basis as much as possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such a change.

**6:4 EXTRA ASSIGNMENTS:**

The filling of an extra assignment is an Administration responsibility and will be at the sole discretion of the Board. A staff member interested in an extra assignment may provide a written request by the deadline set by administrative members of the district staff. Teachers will be given consideration in filling all Schedule C positions. Preference shall be given to teachers in making extra assignments on Schedule C2.

**6:5 STUDENT SUPERVISION:**

Every effort will be made by the Association to obtain teachers to aid in the supervision of students while on school premises during time of normal student attendance (7:30 – 4:00 inclusive). If the Association is not successful in obtaining such volunteers, the Administration shall try to obtain qualified non-teachers for such supervision. If unsuccessful in such regard then the administration may appoint teachers for student supervision on a rotating basis.

**SECTION 7**

**LEAVE POLICY**

**7:1 LEAVE OF ABSENCE:**

- A. Leaves of absence without pay for up to one (1) year in duration may be granted to Association members upon written request and approval of the Board of Education. A request for a leave of absence shall include the reason for the leave, along with anticipated beginning and ending dates of the leave. During the leave, seniority shall not continue to accumulate except in the case of Family Leave.
- B. Eligibility for a health leave of absence requires a minimum of two (2) years continuous employment by the school district immediately prior to such leave of absence.

**7:2 RETURN FROM LEAVE:**

A bargaining unit member returning from a leave of absence shall be reinstated to the same or comparable position he/she held when the leave began, if such position is still available. A bargaining unit member returning from a leave of absence shall be placed at the seniority level he/she would have been at, at the time the leave began. A bargaining unit member returning from a leave shall notify the Board of he/her intent to return to work in writing at least sixty (60) days prior to the date on which the leave is scheduled to expire.

**7:3 EXTENSIONS:**

An extension past the one (1) year may be granted by the Board, upon written request of the bargaining unit member. The request shall include the reason for the extension and the anticipated date of return.

**7:4 FAMILY LEAVE:**

If a bargaining unit member is eligible for coverage under the Family and Medical Leave Act of 1993, all benefits outlined in the law will accrue to the bargaining unit member.

**7:5 EDUCATIONAL TRIPS:**

Absence, with full pay, may be allowed by the superintendent for worthwhile educational experiences or for trips involving school business. Only the principal's advance approval will be required for one (1) day trips by classroom teachers. The superintendent's advance approval will be required for overnight and longer trips.

**7:6 JURY DUTY:**

A leave of absence may be granted a teacher called for jury service or court subpoena as a witness in relationship to teaching responsibilities. The Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty fee paid by the Court, and provided, further, that the Board shall only be obligated to pay said differences when the teacher cooperates with the administration in seeking to be excused from such service.

**7:7 OTHER ABSENCES:**

Absences other than those described above will not be allowed with pay. A deduction will be made for each day of absence at a per diem rate of the complete contractual salary of the teacher. The superintendent's advance approval will be required.

**7:8 LEAVE BENEFITS:**

No person on any unpaid leave of absence shall receive any benefit or fringe benefits whatsoever, including sick leave benefits, unless the same are specifically provided for herein.

**SECTION 8**

**SICK LEAVE**

**PERSONAL BUSINESS**

**AND ASSOCIATION LEAVE**

**8:1 SICK LEAVE:**

- A. All teachers regularly employed for either the school year or the calendar year who are absent from duty because of personal illness shall be allowed annual sick leave on full daily pay at the rate of ten (10) days per year. Teachers teaching in the system for the

first time will accumulate at the rate of one (1) day per month during the first year. After the first year, teachers will be granted ten (10) days at the beginning of the school year. Any teacher leaving the system prior to the end of completion of the school year will receive credit only at the above rates and will receive payroll deductions on the final paycheck for any excess days of leave used. Each teacher shall be entitled to accumulate the unused portion of each year's sick leave.

In any one year, a teacher may use, from his accumulated sick leave, not to exceed ten (10) days, for death or critical illness in the immediate family. Critical illness means illness, which the attending physician considers sufficiently serious to require the teacher's presence at the bedside. Immediate family means husband, wife, children, father, mother, brother, sister, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, and nephew. Request for such leave concerning an individual who is not a member of the immediate family may be made to the superintendent. Charge for the use of sick leave shall be at the minimum rate of one-half (1/2) day per time used.

- B. In the event of absence of a teacher for illness in excess of five (5) consecutive working days, or upon suspicion of abuse of sick leave, the Board may, at its expense, require an examination by an independent physician.

## **8:2 PERSONAL BUSINESS; DEFINITION:**

All teachers regularly employed shall be granted two (2) days of personal business leave per year with full pay to transact personal business pursuant to the following:

- A. Such leave may be accumulated to five (5) days. At the end of each school year, any teacher who has accumulated more than three (3) days of personal business leave, shall have the excess days transferred to accumulated days of sick leave. Personal business leave may not be deducted from sick leave and may be used under the following condition.
  - 1. Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least two (2) working days in advance of the anticipated absence except in cases of emergency. In such case, the employee shall apply as soon as possible. This form must be filed with the principal.
  - 2. Charges for the use of personal business shall be at the minimum rate of one half (1/2) day per time used.
  - 3. No more than 15% of staff can use personal business leave on any one day.

## **8:3 ASSOCIATION LEAVE:**

The Norway-Vulcan Education Association – Michigan Education Association shall be granted two (2) days per year for the purpose of having representation at association business according to the following conditions.

- A. The Norway-Vulcan Education Association – Michigan Education Association shall pay the normal and regular substitute teacher cost to the Norway-Vulcan Area Schools within ten (10) days after the time of absence.

## SECTION 9

### PROTECTION OF TEACHERS

#### 9:1 ASSAULT UPON TEACHER:

Any case of assault upon a teacher, which had its inception in a school-centered problem, shall be promptly reported to the Board or its designated representative. If the assault was by a pupil(s), the administration shall promptly investigate the matter in a fair, impartial manner to determine the facts, culpability, appropriate punishment and communicate the result to the teacher.

If the assault is by an adult person who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities. In either case, the Board shall render all reasonable assistance it deems warranted to the teacher in connection with the handling of the incident by law enforcement and medical authorities.

#### 9:2 LEGAL ASSISTANCE BY BOARD:

If any teacher is threatened with legal suit by reason of customary and appropriate disciplinary action taken by the teacher against a student, the Board will provide legal assistance to advise a teacher of his/her rights and all other assistance it deems necessary to the teacher in his defense.

#### 9:3 LOSS OF TIME:

Time lost by a teacher in connection with any incident mentioned in this Section 9 shall not be charged against the teacher unless he/she is adjudged guilty by a court of competent jurisdiction from whose decision no appeal has been taken.

#### 9:4 COMPLAINTS BY PARENTS OR STUDENTS:

Any complaints by a parent or a student directed toward a teacher shall be called to the teacher's attention if considered serious by the appropriate administrator; and in all cases such matters will be discussed with the teacher before anything in writing is placed in the teacher's file.

#### 9:5 WORKER'S COMPENSATION:

Each teacher of the district is to be covered by insurance under the provisions of the Michigan Worker's Compensation Act, as provided by law.

An employee, injured on the job, no matter how slight the injury may be, is expected to report the injury to the General Office and complete an injury report form. An employee may lose his/her right to Worker's Compensation benefits, under Michigan law, if he/she fails to report the accident within time specified by law. Employees should report any injury as soon as possible.

At the termination of sick leave accumulation, the employee will receive the Worker's Compensation benefits only. The Board shall continue the employee's fringe benefits for a full twelve (12) month period.



**SECTION 10**  
**CONFERENCES**

**10:1 CONFERENCES:**

By mutual written agreement, conferences between Board representatives and Association representatives may be arranged to discuss items of common concern. The parties will cooperate in arranging these conferences at mutually agreeable times.

**SECTION 11**  
**GRIEVANCE PROCEDURE**

**11:1 PROCEDURE:**

- A. A claim by a teacher or the Association that there has been a violation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. Level I – Ongoing informal discussion between the staff, Association representative and administration should first take place prior to filing of a grievance, with the object of resolving the matter informally. If the claim is unresolved, a written grievance (Attachment A) is to be presented to the grievant's principal or athletic director within ten (10)\* days after its occurrence. Within ten (10) days of the receipt of the grievance, a mutually agreed upon meeting must be scheduled. Disposition will occur within ten (10) days from the date of the meeting. If no disposition has been made within ten (10) days of such meeting, the grievance will move to Level II.
- C. Level II – If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the allotted time, the written grievance shall be transmitted to the Superintendent. Within ten (10) days, the Superintendent or his/her designee shall meet with the grievant on the grievance and shall indicate his/her disposition of the grievance, in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the grievant. If no disposition has been made within ten (10) days of such meeting the grievance will move to Level III.
- D. Level III – If the grievance is unresolved at Level II, the written grievance shall be submitted to the Board of Education within ten (10) days of the disposition at Level II. The Personnel Committee of the Board will address the issue within fourteen (14) days of the date of the receipt of the grievance at Level III. The Board of Education will hold a hearing at their next scheduled board meeting following the Personnel Committee meeting. Disposition will occur within ten (10) days from the date of the Board Hearing.
- E. Level IV – If resolution is not achieved at Level III, or if no disposition has been made within the period provided, the Association has fifteen (15) days from the date of disposition at Level III in which to file for arbitration. The parties agree to utilize the services of and follow the rules and guidelines set forth by the American Arbitration Association. An identical list of five potential arbitrators will be submitted by the AAA to each party. Parties may strike two names from the list peremptorily and return the lists

to the AAA within seven days of the date of mailing. The arbitrator, in making his/her decision shall not change, alter or modify, nor shall he/she add to or subtract from any term or provision of this agreement and shall be limited to deciding whether the Board has violated the expressed Articles or sections of this agreement. The parties agree that an arbitrator's decision, if made in accordance herewith, shall be final and binding upon them. In addition to other restrictions in this Article, the arbitrator shall have no power to rule on the following:

1. The termination of services or failure to re-employ any probationary bargaining unit member for other than contractual or procedural violations of this agreement.
  2. The termination of services or failure to re-employ any bargaining unit member to a position on the extra curricula schedule.
  3. Any claim or complaint subject to the procedures specified in the Tenure Act.
- F. The arbitrator's fees and expenses shall be shared by the Board and the Association equally. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness, or requesting such participation.
- G. A grievance may be withdrawn at any level.  
\* For the time period June 15-August 15, the specified number of days will refer to normal business days only.

#### **11:2 MISCELLANEOUS:**

- A. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed, but may be the subject of negotiation. Any grievance, which arose prior to the effective date of this Agreement, shall not be processed.
- B. No back pay shall be awarded for any period prior to thirty (30) days before filing of a written grievance. No claim for back wages shall exceed the amount of wages the teacher would otherwise have earned at his regular rate. Any settlement of a back-pay claim shall be limited to the amount of wages the employee would otherwise have earned from his regular employment with the district less any wages earned during the time he is off work.

### **SECTION 12**

#### **PROFESSIONAL NEGOTIATIONS**

##### **12:1 COMMENCEMENT OF NEGOTIATIONS:**

Not later than April 1 of the school year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor agreement in accordance with the procedure set forth herein a good faith effort to reach agreement concerning teachers' salaries, hours and other conditions of their employment. Such negotiations shall include the subjects covered by this Agreement and any other matters dealing with wages, hours, and conditions of employment, as

defined by Act 379. Any Agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the Association.

- A. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals.
- B. If the negotiations described in this section have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed during the life of this contract.

#### **12:2 UNRESTRAINED NEGOTIATIONS:**

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 all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.

- A. Bargaining During Life of Contract:

Therefore, the Board and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement.

- B. Exception:

It is understood by the parties that this provision shall not be construed to apply to negotiations for a successor agreement as defined above in Section 12:1.

#### **12:3 SELECTION OF REPRESENTATIVES:**

Neither party in any negotiations shall have any control over the selection of the representatives of the other party.

Despite reference herein to the Board and the Association, as such, each reserves the right to act hereunder by committee, individual member, or designated representative.

#### **12:4 MODIFICATION OF THIS AGREEMENT:**

This Agreement may not be modified in whole or in part by the parties except by mutual written agreement.

### **SECTION 13**

#### **STRIKES AND SANCTIONS**

#### **13:1 NON-AUTHORIZATION OF STRIKE OR WORK STOPPAGE BY ASSOCIATION:**

The Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strike and

work stoppage shall be deemed to include, but are not limited to, blu-flu or any other type of interference of any kind whatsoever with operations at any of the facilities, buildings or locations of the Board, and picketing or demonstrating of any kind at any time. This provision applies to this school district only and not be activities of teachers within district who are carrying out MEA-related functions not in relation to this school system.

**13:2 UNFAIR LABOR PRACTICES:**

The Board and the Association agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practices in this district as defined by the Public Employment Relations Act.

**13:3 NON-PARTICIPATION BY TEACHER IN STRIKE OR WORK STOPPAGE:**

No teacher employed by the Norway-Vulcan School District shall cause or participate in any of the activities prohibited in Section 13:1 above.

**SECTION 14**

**SUMMER SCHOOL**

**14:1 PREFERENCE TO TEACHERS FOR SUMMER SCHOOL POSITION:**

In the event the Board determines to maintain a summer school program, the Board agrees to give preference to regularly employed teachers in the District who are qualified for the available summer school positions and who have notified the superintendent of their desire to teach in the summer school program in filling such positions. Wherever two (2) or more teachers apply for a summer school teaching position, and in the opinion of the superintendent their qualifications are relatively equal, the length of service in the Norway-Vulcan Area School District shall be the determining factor.

**14:2 NOTIFICATION BY TEACHERS OF DESIRE TO TEACH:**

A list of proposed summer school teaching positions will be made available to all teachers on or before May 1. Teachers desiring to teach in the summer school program shall notify the superintendent in writing within the time limits set by the administration.

**14:3 SALARY FOR SUMMER SCHOOL TEACHERS:**

Rates for summer school positions will be determined by the Board following notification to and discussion with the Association.

**SECTION 15**

**PROFESSIONAL COMPENSATION**

**15:1 SALARY SCHEDULE**

The basic salaries of teachers covered by this Agreement are set forth in SCHEDULE A and SCHEDULE B, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

**15:2 DAILY RATE:**

A teacher's daily rate shall be determined by dividing his/her contractual salary by 182 days for the 2010-2011 school year, 182 days for 2011-2012 school year.

**15:3 HOURLY RATE:**

A teacher's hourly rate shall be determined by dividing his/her daily rate by 7.

**15:4 EXTRA-DUTY ASSIGNMENT:**

Teachers involved in extra duty assignments set forth in SCHEDULE C-1&2, which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof.

**15:5 PAY CHECKS EVERY OTHER FRIDAY:**

The administration agrees to distribute salary checks every other Friday; except at his/her discretion, the superintendent can distribute all individual checks at the beginning of the summer.

**15:6 LEVEL OF PREPARATION:**

By June 1<sup>st</sup> of each year, each teacher covered by the Master Agreement, who contemplates movement to a column of higher preparation for the following school year, shall file a letter of intent with the superintendent of schools stating the level of preparation he/she expects to attain. Failure to file such letter of intent shall result in the teacher remaining at the present level of preparation for the contract year. Each person filing a letter of intent shall notify the superintendent of schools no later than September 15 of the school year that he/she has attained the level of preparation. Failure to notify the school shall be reason for withholding the salary increase. If a teacher attains a level of preparation above that stated in the June 1<sup>st</sup> letter of intent, such higher level of preparation shall not become effective until the next contract period.

**15:7 INSURANCE**

If to qualify and receive State Best Practices Funding Policy Holder Status, the following language will be used:

"It is the understanding of both parties that the Board will declare itself policyholder of the negotiated MESSA insurance coverage and MESSA will then change the PAR agreement to accord policyholder to the District. The parties further agree that policyholder status will not impair or change the benefit level or carrier negotiated in the collective bargaining agreement or the current claims processing established by MESSA".

Pursuant to the authority set forth in Section 617 of the school code of 1955, as amended, the Board agrees to furnish all teachers the following insurance protection:

- A. Commencing on July 1, 2011 the Board agrees to pay the premiums for a MESSA-PAK Plan containing the following provisions:

**Plan A**

1. MESSA Choices II (10/20 prescription co-pay)  
(200/400 Deductible)  
(\$10 Office Visit)
2. Dental Coverage – 80/80/80/ \$1,000 Annual Max  
80: 1,500.00 Lifetime Max  
Two Cleanings Per Year, No Adult Orthodontics
3. Life Insurance - \$40,000 Group Term Life
4. Vision Insurance – VSP-3

**Plan B**

1. No health insurance.
2. Dental Coverage – 80/80/80 \$1,000.00 Annual Max  
80: 1,500.00 Lifetime Max  
Two Cleanings Per Year, No Adult Orthodontics
3. Life Insurance - \$50,000 Group Term Life
4. Dependant Life Insurance \$5,000 Spouse and Children
5. Vision Insurance – VSP-3 Plus

If three (3) or more teachers take the Plan B insurance option, the Board agrees to pay \$500 per month he/she remains in Plan during the life of the agreement.

In the event of a status change such as a divorce or death of a spouse carrying primary insurance, a change from Plan B to Plan A will be allowed and the \$500 Plan B payment will be pro-rated according to the length of time the teacher has received Plan B. coverage.

- B. Any insurance benefits provided for herein shall be subject to the terms and conditions specified in the School District's group insurance policy, and any claim by the teacher shall not be the basis of a grievance or subject to arbitration.

The School District, by payment of the premiums required to provide coverage as agreed upon, shall be relieved from all liability with respect to any insurance benefits provided in the Agreement. The failure of an insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the School District or the Association nor shall failure be considered a breach by either of them of any obligations under this agreement.

**15:8 SUPPLEMENTAL SALARY SCHEDULE:**

Supplemental salary payments are set forth in SCHEDULE C-1&2.

**15:9 RETIREMENT CONTRIBUTIONS:**

The Board agrees to pay retirement contributions for all employees as required by law. Association members, who elect to participate in the Member Investment Plan, will have payroll deductions made by the Board to cover their portion of the contribution.

**15:10 RETIREMENT OR DEATH BENEFIT:**

In recognition of service to the Norway-Vulcan Area Schools, a teacher will be paid upon retirement from the district, or death while employed by the district, for each sick day accumulated. Payment will be based on the following sliding scale and compensated at the highest rate they are eligible to receive:

# of Sick Days	Payment
50 – under	\$10/day
51 – 100	\$20/day
101 – 125	\$25/day
126 – 150	\$30/day
151 –	\$40/day

To qualify, a teacher must have a minimum of seven (7) years of service in the Norway-Vulcan Area School District. All years of service will be paid including the first seven (7) qualifying years. This payment shall be made upon showing proof that the retiree is receiving retirement benefits under the Michigan School Employees Retirement System.

The payment for part-time teachers will be prorated (i.e., a half-time (1/2) teacher would receive one half the amount indicated on the sliding scale provided all other qualification are met).

**SECTION 16**

**MISCELLANEOUS PROVISIONS:**

**16:1 SCHOOL CALENDAR:**

The Board and the Association agree that the following will be provided for in the school calendar:

- A. The necessary hours required by the state to qualify for full state aid payments.
- B. One hundred eighty (180) days of student instruction for the 2010-2011, and 2011-2012 school years.
- C. One hundred eighty-two (182) teacher days for 2010-2011, and 2011-2012 school years.
- D. Provisions will be made in each year of the contract to provide teacher inservice days.

The calendar for the 2010-2011 school year is attached hereto as SCHEDULE D. Representative of the Association and the Superintendent will meet in the spring of 2011 to finalize the calendar for the 2011-2012.

**16:2 AGREEMENT SUBJECT TO LAWS OF STATE:**

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Association, and teachers in the

bargaining unit, and in the event that any provisions of this Agreement shall be any time held to be contrary to the law by a court of competent jurisdiction, from whose final judgement or decree no appeal has been taken within the time provide for doing so, such provision shall be void and inoperative; however, all other of the Agreement shall continue in effect.

**16:3 COPIES OF AGREEMENT:**

Copies of this Agreement titled Master Agreement Between the Board of Education, Norway-Vulcan Area Schools and Norway-Vulcan Education Association - Michigan Education Association shall be reproduced at the expense of the Board within thirty (30) days after this Agreement is signed and presented to all teachers now employed or hereafter employed.

**16:4 SECTION HEADINGS:**

The various section and subsection headings of this Agreement have been added for the convenience of the reader, and accordingly, they shall not be utilized in the interpretation of the meaning of the various terms and provisions of the Agreement. Only the Language of the Agreement itself shall be utilized for purposes of interpretation.

**16:5 SUFFICIENCY OF NOTICE:**

Notice to the Association, as provided for hereunder, need not be sent or served upon the Norway-Vulcan Education Association or the Michigan Education Association. Instead, notice shall be sufficient if served upon the President of the local chapter of the teachers.

**16:6** If the state of Michigan promulgates a bid insurance law that supersedes over this local contract, the parties agree to renegotiate that part of the contract.

**SECTION 17**

**DURATION OF CONTRACT**

**17:1 DURATION:**

The provisions of this Agreement shall be effective as of the date of final signatures, and shall continue and remain in full force and effect to an including June 30, 2012, and thereafter for successive periods of one (1) year unless either party shall, on or before April 1, 2012 serve written notice on the other party of a desire to terminate, modify, change, or amend this Agreement. A notice of desire to modify, change, amend or any combination thereof, shall have the effect of terminating the entire agreement on the expiration date in the same manner as a notice to terminate, unless before that date, all suggestions of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

**IN WITNESS WHERE OF**, the parties have executed this AGREEMENT by their duly authorized representative the day and year first above written.



BOARD OF EDUCATION

Norway-Vulcan Area Schools

Date: 6/30/11

By: J. Thomas McCarthey

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Norway-Vulcan Education Association

Date: 8/3/11

By: Jacqueline Backlund  
Kevin J. Kangas

**SCHEDULE A 2010-2011**

<u>Position</u>	<u>BA/BS</u>	<u>BA/BS+20</u>	<u>MA</u>	<u>MA+30</u>
1	35,647	37,343	39,043	41,591
2	37,343	39,043	40,740	43,287
3	39,043	40,740	42,437	44,985
4	40,740	42,437	44,133	46,681
5	42,437	44,133	45,833	48,379
6	45,004	46,737	48,470	51,066
7	46,737	48,470	50,198	52,796
8	48,470	50,198	51,929	54,526
9	50,198	51,929	53,663	56,257
10	51,929	53,633	55,390	57,989
11	51,929	55,390	57,122	59,720
12	51,929	55,390	58,855	61,450
13	51,929	55,390	60,586	63,184
14	51,929	55,390	60,586	63,184
15	51,929	55,390	60,586	63,184
16	51,929	55,390	60,586	63,184
17	51,929	55,390	60,586	63,184
18	51,929	55,390	60,586	63,184
19	51,929	55,390	60,586	63,184
20	53,663	57,122	62,316	64,912

A teacher becomes eligible for a \$1000 longevity payment upon completion of 25 years teaching experience in an accredited public/private K-12 school district and 15 years of teaching service to Norway-Vulcan Area Schools. Longevity shall be computed on the basis of the fiscal school year, starting July 1 and ending June 30. Date of hire shall be the first day of work performed by the employee for which she/he is paid by the district for regular employment and shall be computed from the July 1 nearest the date of hire. Employees will receive longevity payments as part of their regular salary each subsequent year of employment.

All employees hired after July 1, 2003 will be placed on Schedule A.

**SCHEDULE A 2011-2012**

<u>Position</u>	<u>BA/BS</u>	<u>BA/BS+20</u>	<u>MA</u>	<u>MA+30</u>
1	35,647	37,343	39,043	41,591
2	37,343	39,043	40,740	43,287
3	39,043	40,740	42,437	44,985
4	40,740	42,437	44,133	46,681
5	42,437	44,133	45,833	48,379
6	45,004	46,737	48,470	51,066
7	46,737	48,470	50,198	52,796
8	48,470	50,198	51,929	54,526
9	50,198	51,929	53,663	56,257
10	51,929	53,633	55,390	57,989
11	51,929	55,390	57,122	59,720
12	51,929	55,390	58,855	61,450
13	51,929	55,390	60,586	63,184
14	51,929	55,390	60,586	63,184
15	51,929	55,390	60,586	63,184
16	51,929	55,390	60,586	63,184
17	51,929	55,390	60,586	63,184
18	51,929	55,390	60,586	63,184
19	51,929	55,390	60,586	63,184
20	53,663	57,122	62,316	64,912

A teacher becomes eligible for a \$1000 longevity payment upon completion of 25 years teaching experience in an accredited public/private K-12 school district and 15 years of teaching service to Norway-Vulcan Area Schools. Longevity shall be computed on the basis of the fiscal school year, starting July 1 and ending June 30. Date of hire shall be the first day of work performed by the employee for which she/he is paid by the district for regular employment and shall be computed from the July 1 nearest the date of hire. Employees will receive longevity payments as part of their regular salary each subsequent year of employment.

All employees hired after July 1, 2003 will be placed on Schedule A.

0% Increase with steps and lanes with an additional \$300 off-scale, one time payment for all teachers.

**SCHEDULE B 2010-2011**

Position	<u>BA/BS</u>	<u>BS+10</u>	<u>BA/ BS</u> <u>+20</u>	<u>BA/</u> <u>BS+30</u>	<u>BA/</u> <u>BS+36</u> <u>MA</u>	<u>BA/</u> <u>BS+46</u> <u>Ma+10</u>	<u>BA/</u> <u>BS+56</u> <u>Ma+20</u>	<u>BA/BS</u> <u>+ 66</u> <u>MA+30</u>
9	50,198	51,066	51,929	52,796	53,663	54,526	55,390	56,257
10	51,929	52,796	53,663	54,526	55,390	56,257	57,122	57,989
11	51,929	52,796	55,390	56,257	57,122	57,989	58,855	59,720
12	51,929	52,796	55,390	56,257	58,855	59,720	60,586	61,450
13	51,929	52,796	55,390	56,257	60,586	61,450	62,316	63,184
14	51,929	52,796	55,390	56,257	60,586	61,450	62,316	63,184
15	51,929	52,796	55,390	56,257	60,586	61,450	62,316	63,184
16	51,929	52,796	55,390	56,257	60,586	61,450	62,316	63,184
17	51,929	52,796	55,390	56,257	60,586	61,450	62,316	63,184
18	51,929	52,796	55,390	56,257	60,586	61,450	62,316	63,184
19	51,929	52,796	55,390	56,257	60,586	61,450	62,316	63,184
20	53,663	54,526	57,122	57,989	62,316	63,184	64,046	64,912

BS+36=Masters

Hours beyond BS+30 to be pre-approved by superintendent and must be related to employees teaching area.

A teacher becomes eligible for a \$1000 longevity payment upon completion of 25 years teaching experience in an accredited public/private K-12 school district and 15 years of teaching service to Norway-Vulcan Area Schools. Longevity shall be computed on the basis of the fiscal school year, starting July 1 and ending June 30. Date of hire shall be the first day of work performed by the employee for which she/he is paid by the district for regular employment and shall be computed from the July 1 nearest the date of hire. Employees will receive longevity payments as part of their regular salary each subsequent year of employment.

Upon completion of a Master's Degree, a teacher on Schedule B may choose the lane which is most advantageous and for which they are eligible.

**SCHEDULE B 2011-2012**

Position	<u>BA/BS</u>	<u>BS+10</u>	<u>BA/ BS</u> <u>+20</u>	<u>BA/</u> <u>BS+30</u>	<u>BA/</u> <u>BS+36</u> <u>MA</u>	<u>BA/</u> <u>BS+46</u> <u>Ma+10</u>	<u>BA/</u> <u>BS+56</u> <u>Ma+20</u>	<u>BA/BS</u> <u>+ 66</u> <u>MA+30</u>
10	51,929	52,796	53,663	54,526	55,390	56,257	57,122	57,989
11	51,929	52,796	55,390	56,257	57,122	57,989	58,855	59,720
12	51,929	52,796	55,390	56,257	58,855	59,720	60,586	61,450
13	51,929	52,796	55,390	56,257	60,586	61,450	62,316	63,184
14	51,929	52,796	55,390	56,257	60,586	61,450	62,316	63,184
15	51,929	52,796	55,390	56,257	60,586	61,450	62,316	63,184
16	51,929	52,796	55,390	56,257	60,586	61,450	62,316	63,184
17	51,929	52,796	55,390	56,257	60,586	61,450	62,316	63,184
18	51,929	52,796	55,390	56,257	60,586	61,450	62,316	63,184
19	51,929	52,796	55,390	56,257	60,586	61,450	62,316	63,184
20	53,663	54,526	57,122	57,989	62,316	63,184	64,046	64,912

BS+36=Masters

Hours beyond BS+30 to be pre-approved by superintendent and must be related to employees teaching area.

A teacher becomes eligible for a \$1000 longevity payment upon completion of 25 years teaching experience in an accredited public/private K-12 school district and 15 years of teaching service to Norway-Vulcan Area Schools. Longevity shall be computed on the basis of the fiscal school year, starting July 1 and ending June 30. Date of hire shall be the first day of work performed by the employee for which she/he is paid by the district for regular employment and shall be computed from the July 1 nearest the date of hire. Employees will receive longevity payments as part of their regular salary each subsequent year of employment.

Upon completion of a Master's Degree, a teacher on Schedule B may choose the lane which is most advantageous and for which they are eligible.

0% Increase with steps and lanes with an additional \$300 off-scale, one time payment for all teachers.

## SCHEDULE C-1 & C-2

Schedule C Salaries are figured on the zero step that was removed from Schedule B in 1991. With subsequent increases, the basis for this schedule is as follows:

	<u>2010-2011</u>	<u>2011-2012</u>	
0.00%	34,621	31,159	10% Reduction

POSITION	SCHEDULE C-1 PERCENT OF BASE	<u>2010-11</u>	<u>2011-12</u>
<b>FOOTBALL:</b>			
Varsity Head Coach	18.00%	6,232	5,609
Asst. Head Coach (2)	11.00%	3,808	3,427
Jr. Varsity Coach	11.00%	3,808	3,427
Asst. J.V. Coach	8.00%	2,770	2,493
Freshman Coach	9.00%	3,116	2,804
Asst. Freshman Coach	7.00%	2,423	2,181
<b>BASKETBALL:</b>			
Varsity Head Coach	18.00%	6,232	5,609
Jr. Varsity Coach	11.00%	3,808	3,427
Freshmen Coach	8.00%	2,770	2,493
<b>WRESTLING:</b>			
Varsity Head Coach	12.00%	4,155	3,739
Assistant Coach	8.00%	2,770	2,493
<b>TRACK:</b>			
Varsity Head Coach	9.00%	3,116	2,804
<b>VOLLEYBALL:</b>			
Varsity Head Coach	12.00%	4,155	3,739
Jr. Varsity Head Coach	8.00%	2,770	2,493
<b>BASEBALL/BOYS:</b>			
	5.00%	1,731	1,558
<b>SOFTBALL GIRLS:</b>			
	5.00%	1,731	1,558
<b>CROSS COUNTRY:</b>			
	5.00%	1,731	1,558
<b>GOLF:</b>			
	5.00%	1,731	1,558

<b>POSITION:</b>	<b>PERCENT OF BASE</b>	<b><u>2010-11</u></b>	<b><u>2011-12</u></b>
<b>SKIING:</b>	4.00%	1,385	1,246
<b>TENNIS:</b>	5.00%	1,731	1,558
<b>7TH GRADE BASKETBALL:</b>	4.00%	1,385	1,246
<b>8TH GRADE BASKETBALL:</b>	4.00%	1,385	1,246
<b>WEIGHT ROOM SUPERVISOR</b>	5.00%	1,731	1,558
<b>CHEERLEADER COACHES:</b>			
High School Advisor	3.00%	1,039	935
Middle School Advisor	2.00%	692	623
Competitive Advisor	3.00%	1,039	935

**SCHEDULE C-2**

**CLASS ADVISORS:**

Senior	3.50%	1,212	1,091
Junior	3.50%	1,212	1,091
Sophomore	1.00%	346	312
Freshmen	1.00%	346	312
<b>ELEM CHRISTMAS PROGRAM:</b>	1.00%	346	312
<b>SCHOOL EVENTS /PUBLICITY DIRECTOR:</b>	3.00%	1,039	935
<b>JOURNALISM:</b>			
Annual Director	6.00%	2,077	1,870
<b>STUDENT COUNCIL</b>			
High School Advisor	3.00%	1,039	935
Middle School Advisor	3.00%	1,039	935
<b>NATIONAL HONOR SOCIETY DIR.:</b>	2.00%	692	623
<b>CLUBS:</b>			
Art Club	2.00%	692	623
Drama Club	3.00%	1,039	935
Foreign Language Club	2.00%	692	623
Forensics	3.00%	1,039	935

<b>POSITION</b>	<b>PERCENT OF BASE</b>	<b><u>2010-11</u></b>	<b><u>2011-12</u></b>
High School Bowl	2.00%	692	623
Key Club	2.00%	692	623
<b>BAND DIRECTOR:</b>	9.00%	3,116	2,804
<b>COLOR GUARD ADVISOR:</b>	3.00%	1,039	935
<b>PRE-SCHOOL SUPERVISOR AND/ OR NOON HOUR:</b>			
Elementary	3.00%	1,039	935
Middle School	3.00%	1,039	935
High School	3.00%	1,039	935
<b>BUS SUPERVISOR:</b>			
Twenty minutes per day	1.50%	519	467
Forty minutes per day	3.00%	1,039	935
<b>INSTRUCTIONAL SERVICES:</b>			
Per Hour	\$20.00		
<b>DRIVER'S EDUCATION:</b>			
Per Hour	\$19.00		

Director of Guidance - Up to 10 additional work days per year may be required. Payment will be at the regular daily base salary rate.

By mutual agreement between the administration and the teacher, a staff member may have their school year extended to perform specialized tasks which impact student learning and can not be performed during the regular school time. Payment will be at the regular daily base salary rate of the employee.

LONGEVITY: For athletic positions only , an increase of 5% of the coaching salary will be given after 10 years of service in the same coaching position.



## HOURS OF INSTRUCTION

Scheduled days/hours of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, emergencies, mechanical breakdowns, or health conditions as defined by city, county or state health authorities, may be rescheduled at the discretion of the Board of Education to ensure that there are a minimum of hours necessary to receive full state aid. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.

The Board of Education shall not be required to cancel a work day (in other words, a day when teachers report but students are not in session such as an end of semester grading day, a parent/teacher conference day, or an in-service day) or that portion of any day which is scheduled to be a partial work day even though students do not report. However, the Board may cancel such a day or partial day in its sole discretion. The Board shall not be required to reschedule any work day, or a partial work day which is cancelled, but may do so in its sole discretion.

Total annual salary is based upon 182 days of work for the duration of this agreement regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Teachers will be paid an additional per diem rate only for any days which they are required to work as part of the regular school year beyond those numbers listed above.

In the event a teacher receives unemployment compensation benefits of any nature during the school year associated with his or her regular teaching assignment due to days of instruction not being held when scheduled due to conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the teacher works those instructional days at a later time, the teacher will have his or her pay adjusted, such that his or her unemployment compensation plus the salary paid to the teacher for the year will be equal to the annual salary he or she would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons.

## Norway-Vulcan Area Schools

### 2011-2012 Calendar

Wednesday, August 31, 2011	Teacher in-service
Thursday, September 1, 2011	Teacher in-service
Tuesday, September 6	First day of school for students
Tuesday, November 15	Hunting Day
Thursday/Friday, November 25 & 26	Thanksgiving vacation
Thursday, December 22	Begin Christmas Break
Tuesday, January 3, 2012	Classes resume
Friday, February 24	Mid-Winter Break Day
Friday, April 6	Begin Easter Break
Monday, April 16	Classes resume
Monday, May 28	Memorial Day
Friday, June 8	Last day of school for students

#### Student Contact Days

September	19 days
October	21 days
November	19 days
December	15 days
January	21 days
February	20 days
March	22 days
April	15 days
May	22 days
June	<u>6 days</u>
	180 days

#### Teacher Work Days

August	1 day
September	20 days
October	21 days
November	19 days
December	15 days
January	21 days
February	20 days
March	22 days
April	15 days
May	22 days
June	<u>6 days</u>
	182 days

**Norway-Vulcan Area Schools**

**Employee Grievance** \_\_\_\_\_

**Association Grievance** \_\_\_\_\_

**(Check one)**

# \_\_\_\_\_

**Level I**

*Ongoing informal discussion between staff, Association representative and administration should first take place prior to filing of a grievance, with the object of resolving the matter informally.*

Date of meeting: \_\_\_\_\_

In Attendance: \_\_\_\_\_

\_\_\_\_\_

*If the claim is unresolved, a written grievance is to be presented to the employee's principal or athletic director within ten (10)\* days after its occurrence. Within ten (10) days of receipt of the grievance, a mutually agreed upon meeting must be scheduled. Disposition will occur within ten (10) days from the date of the meeting. If no disposition has been made within ten (10) days of such meeting, the grievance will move to Level II.*

**Grievance:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Relief Sought:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Principal/Supervisor

**Disposition:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Date

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Principal/Supervisor

*If the grievant is not satisfied with the disposition of the grievance at Level I, or if no disposition has been made within the allotted time, the written grievance shall be transmitted to the Superintendent.*

**Level II**

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Date Received

---

Initialed

*Within ten (10) days, the Superintendent or his/her designee shall meet with the grievant on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the grievant. If no disposition has been made within ten (10) days of such meeting the grievance will be moved to Level III.*

**Disposition:**

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Date

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Superintendent/Designee

**Action of Employee:** (Check one below)

Grievance Satisfactory Resolved: \_\_\_\_\_

I Desire to Appeal This Decision to **Level III:** \_\_\_\_\_

*If the grievance is unresolved at Level II, the written grievance shall be submitted to the Board of Education within ten (10) days of the disposition at Level II. The Personnel Committee of the Board will address the issue within fourteen (14) days of the date of the receipt of the grievance at Level III. The Board of Education will hold a hearing at their next scheduled board meeting following the Personnel Committee meeting. Disposition will occur within ten (10) days from the date of the Board Hearing.*

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Date

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Signature of Employee

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Date Received

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Initialed

*Level IV – If resolution is not achieved at Level III, or if no disposition has been made within the period provided, the Association has fifteen (15) days from the date of disposition at Level III in which to file for arbitration.*

- Attachments:
- 1) \_\_\_\_\_
  - 2) \_\_\_\_\_
  - 3) \_\_\_\_\_
  - 4) \_\_\_\_\_

\* For the time period June 15 – August 15, the specified number of days will refer to normal business days only.





