

8/31/98

East Jordan Public Schools

EAST JORDAN PUBLIC SCHOOLS

MASTER CONTRACT

Between the
East Jordan Board of Education
and the
Northern Michigan Education Association
1995-96
1996-97
1997-98

88/109

PREAMBLE

This agreement entered into by and between the Board of Education of the East Jordan School District, hereinafter called the "Board" and the Northern Michigan Education Association, hereinafter called the "Association".

Section 1.1 - RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Act of 1965, as amended, for teachers both on tenure and probation, employed or to be employed by the Board but excluding substitute teachers, supervisors, administrators, executives and any person engaged not less than 1/3 of the time in the administration or supervision of teachers. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. When applicable, pronoun and relative words shall be read as plural, feminine or neuter, respectively.

A person becomes a member of the bargaining unit under this contract as of their first day of actual teaching duties.

The Association shall represent full-time school nurses employed by the School District.

Section 1.2 - CONDITION OF EMPLOYMENT

(a) The Board agrees that it shall be a condition of employment that all employees who are presently and all employees who hereafter become members of the bargaining unit represented by the Association shall either:

(1) Sign and deliver to the Board an assignment authorizing deduction of member's dues of the Association and such authorization shall continue in effect from year to year unless revoked in writing.

or

(2) Cause to be paid to the Association a representation fee as determined by the Association within sixty (60) days after the commencement of employment. In the event the representation fee shall not be paid, the Board, upon receiving a written and signed complaint from the Association indicating a member of the bargaining unit represented by the Association has failed to comply with this condition, shall immediately notify said member of the complaint and schedule a hearing. The Board shall further notify said member that failure to pay the required membership dues or representation fee will result in the termination of the member's services at the end of the current semester unless prior to employing a replacement, the Board of Education has received written notification from the Association and the involved member that said dues or representation fee have been paid in full.

(b) It is expressly understood that in the event the Board of Education shall hire a new employee to replace an Employee under the terms of this section, then and in that event neither the Association nor the Employee shall have a right to withdraw said complaint, it being recognized by the Association and any Employee employed under the terms of this contract that the Board has a reasonable right to proceed to replace an Employee against whom charges have been filed hereunder. The refusal of said employee to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for the Board of Education to replace an Employee.

- (c) INDEMNIFICATION. The Association agrees to indemnify and save the Board, including each individual school board member, harmless from any and all claims, demands, costs, suits or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this provision.

Section 1.3 - NEGOTIATION PROCEDURES

- (a) It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties may be subject to professional negotiations between them from time to time during the period of this agreement, upon request by either party to the other. The parties undertake to cooperate in arranging meetings within thirty (30) days of receipt of notice, setting forth generally the subject not specifically covered, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- (b) Contract negotiations shall commence hereafter by a written notice mailed or delivered by the Association to the Board on or before sixty (60) days of the expiration of this Agreement.
- (c) In any negotiations described in this section, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations of bargaining, subject only to such ultimate ratification.
- (d) If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take other lawful measures it may deem appropriate.

Section 2.1 - VACANCIES, PROMOTIONS AND TRANSFERS

- (a) All bargaining unit vacancies must be posted on the work room bulletin board in each building not less than five (5) calendar days prior to the filling of the position. Notice shall be posted before recruitment commences.
- (b) Requested transfers with the system shall be based on the following criteria:
 - 1. Certification
 - 2. Qualifications (as defined in Section 2.6 of this Agreement)
 - 3. Seniority within the system
- (c) Responsibility for filling of vacancies rests solely with the Board, provided the Board adheres to 2.1 (b).
- (d) Extra duty assignments shall not be considered within the contemplation of this section as regards to the filling, employment, or recruitment of the employees for extra duty assignments. The Board may employ any person deemed qualified to perform such duty assignments and shall not be prevented from employing any teachers to fulfill said duties.
- (e) The responsibility of determining qualifications of the teacher shall be an administrative function.
- (f) Any vacancy occurring after the first student day of a school year or semester may be temporarily filled until the end of the semester or the school year without posting.

Teachers on lay-off shall be given full consideration for any vacancy that occurs during the school year. Teachers from the lay-off list appointed to a vacancy shall not be subject to Section 2.9. The Board may lay-off any teacher appointed under this section by providing five (5) calendar days written notice.

- (g) A teacher may not be required to make a transfer for other than just cause.
- (h) Tentative teacher schedules shall be posted before June 1 of every year.

Section 2.2 - ASSOCIATION AND TEACHER RIGHTS

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support an Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment and the Association will not discriminate against any teacher with respect to hours, wages or terms and conditions of employment shall not be deemed discriminatory.

Section 2.3 - BUILDING FACILITIES

- (a) The Association and its members, upon request, shall have the right to use school buildings and facilities at those times when the buildings are open and staffed, consistent with Board policy regarding public use of school buildings.
- (b) The Board shall make available in each building non-student restroom facilities for teachers' use. One room shall be reserved for use as a faculty work room in each building.

Section 2.4 - STATISTICAL INFORMATION

- (a) The Board agrees to furnish the Association, in response to reasonable requests, all public information concerning the financial resources of the District, payroll record information of personnel involved in the contract according to classifications and increments, and other such information as will assist the Association. The District may require reimbursement from the Association for the reasonable costs incurred in compiling, copying or preparing such information, as provided under the Freedom of Information Act. The Association agrees to consider the District's reasonable requests for information relevant to contract negotiations and grievance processing. The Association may require reimbursement from the District for the reasonable costs incurred in compiling, copying or preparing such information requested by the District.
- (b) On or before the end of the first semester, the Board shall furnish to each teacher a statement putting forth the contract salary, years of experience, accumulated sick leave and number of days of personal leave credit.
- (c) It shall be the responsibility of the individual teacher and the Association to call any alleged mistakes or errors in these annual statements (b above) to the attention of the Administration within not more than thirty (30) calendar days after issuance of the statement.
- (d) Any objection raised after the thirty (30) calendar day period shall be null and void.

Section 2.5 - PERSONAL RIGHTS

Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within reasonable bounds of generally understood good professional conduct.

Section 2.6 - QUALIFICATIONS

For purposes of this Agreement, the following criteria will be used for determining "minimal qualification" for any particular teaching position.

Grades K-6

- A. K-8 certification or certificate endorsement, and
- B. Student teaching experience in grades K-6, or successful teaching experience in grades K-6; provided, that in either event, applicable experience must have been within the last three (3) years.

Grades 7-8

- A. K-8, 7-8 or 7-12 certification or certificate endorsement AND a major or minor or the equivalent number of requisite hours in the specific discipline of all assigned classes, OR
- B. Certification as above AND either student teaching experience in the discipline or successful teaching experience; provided that in either event applicable experience must have been in the specific discipline of all assigned courses AND have been within the last three (3) years; provided further that in either event, the individual must have sufficient hours to meet North Central qualifications.

Grades 9-12

- A. (9-12 certification OR certificate endorsement AND a major, minor or the equivalent hours to meet North Central qualifications in the specific discipline of all assigned classes.

or

B. Certification Endorsements AND either student teacher experience or successful teaching experience; provided, that in either event applicable experience must have been in the specific discipline of all assigned courses AND have been within the last four (4) years; provided further that in either event the individual must have sufficient hours to meet North Central qualifications. Where more than one tenured staff member is both certified and "minimally qualified" (as defined above) for any particular position, the board shall compare the respective qualifications of the eligible tenured staff members on the basis of the below-listed criteria and will assign the position to the staff member best qualified for the position; or, where more than one tenured staff members are determined to be equally qualified, to the staff member with the greatest length of seniority in the school district. The specific criteria for comparative analysis of "qualifications" shall be:

1. Background -- The sum of one's classroom experience, professional training, preparation, education, performance evaluations, etc.
2. Experience -- having been actively involved and successfully engaged in the teaching of a particular discipline.
3. Length of service in system -- number of years employed in local system.
4. Professional Experience -- outside the system.
5. Evaluation -- to ascertain the value or to appraise past teaching performances.

QUALIFICATIONS FOR SECTION 2.9a(3) ONLY

The following criteria will be used for determining "minimal qualifications" for any particular teaching position, under Section 2.9a(3) only.

Grades K-6

1. K-8 certification or certificate endorsement.

Grades 7-8

1. K-8, 7-8 or 7-12 certification or certificate endorsement.

Grades 9-12

1. 9-12 certification or certificate endorsement.

Section 2.7 - TEACHER EVALUATION

The performance of each teacher shall be evaluated in writing a minimum of one (1) time each school year.

- (a) The evaluation of the performance of each teacher in the school system is the responsibility of the Administration and the Board of Education. All monitoring or observation of the classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher. Observations shall be made in person for a minimum of thirty (30) consecutive minutes.
- (b) A conference with the teacher shall be held between the teacher and the evaluator within ten (10) teaching days from the date of each observation. The formal evaluations shall be executed in triplicate by the evaluator and returned in duplicate signed by the teacher for filing in each of the teacher's personnel files.
- (c) If the evaluation is "not satisfactory" the reasons therefore shall be set forth in specific terms as a recommendation of the ways in which the teacher should improve his performance. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place unless the evaluator indicated the opportunity for forming an opinion on the earlier deficiencies did not present itself. The failure of a teacher to file a written rebuttal of the evaluation within ten (10) working days of receipt of the evaluation shall have the effect of rendering the administrator's evaluation final and conclusive. This provision shall not preclude a teacher from submitting such a rebuttal after the ten (10) working day time period for attachment to the evaluation. Such rebuttal shall be dated by the teacher.
- (d) The final written recommendation will be furnished to the school board covering each probationary teacher. A copy of the final recommendations shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the school board.

- (e) 1. Probationary teachers shall be evaluated in writing at least three (3) times each year; once on or before November 15, again on or before January 15, and again on or before March 15. The final written evaluation shall also constitute the annual year-end performance evaluation.
- A. By November 15, the probationary teacher will be provided with an Individualized Development Plan (IDP) developed by appropriate administrative personnel in consultation with the individual probationary teacher; and
 - B. The probationary teacher will be provided with an annual year-end performance evaluation by May 1st of each year during the teacher's probationary period. The annual year-end performance evaluation shall be based on, but, not limited to, at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the administration. The administrator may perform an evaluation more often if he/she so desires, or if requested by the teacher; and
 - C. The annual year-end performance evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his or her IDP along with the completed appraisal report.
2. Tenured teachers shall be evaluated at least once each year, with an evaluation to occur prior to March 15. The administrator may perform an evaluation more often if warranted, or if requested by the teacher.
- A. If the tenured teacher has received a less than overall satisfactory performance evaluation, the tenured teacher will be provided with an Individualized Development Plan (IDP) developed by appropriate administrative personnel in consultation with the individual probationary teacher; and
 - B. If the tenured teacher has an IDP, the performance evaluation shall include at least an assessment of the teacher's progress in meeting the goals of the IDP.

Section 2.8 - PERSONNEL FILES AND RECORDS

- (a) Each teacher shall have the right to review the contents of his personnel file with a second party present if requested by the teacher. Each teacher's personnel file shall contain the following minimum items of information when available:

- required medical information
- teacher evaluation reports
- copies of annual contracts
- records of teacher's certificate
- tenure recommendation
- letter of recommendation

- (b) No statement concerning the competence of a teacher may be placed in a personnel file without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

Section 2.9 - REDUCTION AND RECALL OF PERSONNEL

- (a) Layoff Procedure - In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, the following procedure will be used:

1. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenured teacher who is certified, qualified, and available to perform the duties of the position that the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.
2. If the reduction of teaching personnel is still necessary, then tenured teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first.
3. A tenured teacher, who is laid off pursuant to this article has the right to be placed in a teaching position for which he is certified and qualified to fill and which is occupied by a teacher with less seniority. For the purposes of this section "qualified" shall be defined in Section 2.6 of this Agreement.

- (b) Seniority shall be defined to be the length of unbroken continuous service as a teacher with the East Jordan School District, including continuous unbroken service in the former Twin Valley School District. In the event of a lay-off, a teacher's seniority shall be frozen at the day of lay-off. Seniority accrued prior to the implementation of this Agreement shall be carried forward unchanged by this Agreement.

In the circumstance of more than one (1) teacher beginning employment on the same date, all teachers so affected will participate in a drawing to determine position on the seniority list. This drawing shall be conducted within the first two (2) weeks of school annually. The Association and teachers so affected will be notified, in writing, by the Administration, of the date, time and place of the drawing. Such notification shall be delivered to all affected parties at least forty-eight (48) hours in advance of the drawing. Such drawing shall be conducted with representatives of the Association, Administration and all affected parties or their designated representative present.

- (c) Recall - In the event of lay-off, the Board will institute a recall procedure which will be in inverse order of the above lay-off procedure provided that teachers to be recalled are certified and qualified for the restored or vacant position.
- (d) Seniority rights shall be lost by a teacher if the teacher does not provide written notification of the acceptance or rejection of a position within ten (10) days of the recall notice. Notice of recall is to be sent certified mail to the teacher's last known address. A laid-off teacher shall provide the District written notification of changes in address within thirty (30) days of the change.
- (e) Any lay-off pursuant to this Agreement shall automatically terminate the individual's employment contract and all benefits allowed therein including all benefits under this Master Agreement, shall be reinstated in full upon re-employment.
- (f) The Board shall give no less than thirty (30) calendar days notice to the teacher to be laid off.

- (g) Annually on or before December 1st the Superintendent will establish a seniority list of all teachers covered by the Agreement. The date of the first contract of uninterrupted service in the system will control the beginning of employment. A teacher may object to the calculation of seniority within thirty (30) days of posting the seniority list. If no objections are received within the period established, the seniority list prepared by the Superintendent shall be deemed conclusive.
- (h) It is intended that this section take precedence over and governs the individual teaching contracts; and the individual teaching contract is expressly conditioned by this section.
- (i) A probationary teacher not recalled within two years of lay-off shall be removed from the seniority list unless the teacher notified the District in writing by June 1 of the second year of his/her desire to remain on the list.

Section 2.10 - BOARD AND ADMINISTRATIVE RIGHTS

The Northern Michigan Education Association recognizes that 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 Constitution and by the statutes of the State of Michigan, particularly the Michigan School Code, and by the Constitution of the United States, including, without limiting the generality of the right to establish policy for the executive management and administration control of the school system, to assign and direct all teaching personnel, to determine the services, supplies and equipment, to determine the size and jobs of management, to determine the qualifications of all employees as well as the methods and means necessary to the proper execution of the foregoing obligations, provided that such rights shall be exercised in conformity with the provisions of this agreement, and subject to the provisions of the law.

Nothing contained herein shall be considered to deny or restrict the board of its rights, responsibilities and authority under the Michigan General School laws or any other national, state, county, district or local laws or regulations as they pertain to education.

Section 2.11 - PROFESSIONAL STUDY COMMITTEE

A district Curriculum Committee shall be established on an annual basis composed of equal representation of administrators or Board members appointed by the Superintendent and Board, and teachers recommended by the Association. This committee shall be an advisory body to the Board, and shall:

1. Recommend additions, deletions or changes in the area of curriculum and instruction.
2. Recommend in-service activities.
3. Recommend instructional materials and textbooks.

Section 2.12 - NON-DISCRIMINATION

The provision of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex or marital status or membership in, or association with the activities of any employee organization. The Board and the Association pledge themselves to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin, and to seek to achieve full equality of education opportunity for all pupils.

Section 2.13 - DISCIPLINE OF TEACHERS

No teacher shall be disciplined without just cause. A system of progressive and corrective discipline shall be applied to all bargaining unit members in the district. The following procedure is established:

1. Verbal discussion of the problem.
2. Written reprimand.
3. Suspension with pay.
4. Suspension without pay.
5. Dismissal.

It is the understanding of the parties that when circumstances exist which require immediate action, the employer may invoke a later step in the above procedure.

Section 3.1 - ACADEMIC OBJECTIVITY

- (a) The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education and that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school, and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- (b) Maintenance. When a teacher or group of teachers report conditions that detract from the educational process, or are a safety hazard to students and/or staff, the administration will investigate and correct such conditions, if necessary. Such report will be given in writing to the administrator.

Section 3.2 - STUDENT DISCIPLINE AND TEACHER PROTECTION

- (a) The teacher and the Association recognize that classroom control is the responsibility of the teacher and the Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement officials, physicians or other professional persons, the Superintendent will, through his respective principals, take reasonable steps to relieve the teacher of the responsibility with respect to such pupil. This provision is subject to such limitations or restrictions as may be imposed by statute or regulations adopted or promulgated by the Michigan Department of Education or its Superintendent.
- (b) Teachers shall exercise reasonable care with respect to the safety of pupils and property.
- (c) Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher; provided, the Board in its exclusive discretionary determination concludes that said incident is not attributable due to neglect, act or omission of such teacher.
- (d) Complaints brought against the teacher shall be brought promptly to the teacher's attention. A record of complaint shall not be placed in the teacher's personnel file unless the actual complaint contains the name of the informant.
- (e) A written statement by the Board governing procedure for suspension of students shall be distributed to students, teachers, and parents.

- (f) A teacher may direct a pupil to report to the building principal's office when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full written particulars of the incident.
- (g) Any case of use of force by a teacher upon a student shall be promptly reported to the building principal or his/her designated representative by the teacher. The incident will be reduced to written form after the teacher has had an opportunity to consult with his/her association representative so long as this does not impose an undue delay.
- (h) Pursuant to the authority as set forth in the Michigan School Code the board will provide liability insurance protection to cover teachers whose actions comply with Board of Education policies and within the underwriting rules and regulations as set forth by the carrier when the actions of the teacher were within the appropriate scope of the teacher's normal job duties and responsibilities. The insurance policy secured by the Board shall provide coverage of not less than \$250,000.

Section 3.3 - INSTRUCTIONAL MATERIALS

The Board recognizes that appropriate texts, library facilities, maps, globes, laboratory equipment, current periodicals, standard tests, questionnaires, duplicating and copy machines, and similar materials are the tools of the teaching profession. Teachers shall be allowed use of these tools for school purposes. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools.

Section 3.4 - TEACHING HOURS

- (a) A teacher may schedule a duty-free lunch period of thirty (30) minutes at any time when not scheduled for a class.

Teachers shall be released during one (1) blocked period of time each day for the purpose of preparation time, said blocked period to be not less than forty-five (45) minutes.

Teachers shall have fifteen (15) minutes at the beginning of their duty day prior to their first scheduled class and ten (10) minutes at the end of their duty day after their last scheduled class as preparation time.

- (b) Teachers shall be on duty for seven (7) hours and ten (10) minutes daily except when modified by other provisions of this Agreement.

- (c) Ten (10) hours per semester may be scheduled with two (2) weeks notice for inservice training, meetings, and similar events at the administrator's discretion. Such inservice training and meetings may be scheduled before the start of the teacher's regular day, however, no inservice training or meeting shall begin prior to 7:00 a.m. unless mutually agreed to by the parties. Scheduling of such meetings will be by mutual agreement between the administration and Association. Emergency meetings may be called at any time if an emergency arises.

A period of time not to exceed two (2) days for inservice training, meetings, and other similar events may be scheduled in the week prior to the beginning of each school year. Said days shall not extend the teacher work year beyond 183 days.

Any additional inservice training beyond the hours outlined above shall be scheduled during the normal teacher work day unless mutually modified by the parties.

- (d) Teachers shall work a total of 183 days per school year.

Section 3.5 - CLASS SIZE

- (a) Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be limited to a reasonable number. Specific limitations are difficult to maintain in a small school, but every effort should be made to hold classes at a level for the maximum educational opportunities for both teacher and student. The normal weekly teaching load will follow the recommendations of the North Central Association of Colleges and the Secondary Schools and the University of Michigan.
- (b) Any teacher whose professional judgment concludes that the teacher has been or may be assigned a given number of pupils in any given class, the total number or unusual circumstances of which may deter from the goal of providing quality education, may report to the principal and superintendent with copies of such report to be furnished to the Board of Education.

Section 3.6 - PLAYGROUND SUPERVISION

Teachers will not be required to do playground supervision, but they may volunteer their assistance.

Section 3.7 - LEAST RESTRICTIVE ENVIRONMENT

The Board and the Association acknowledge that the policy of least restrictive environment is legally mandated and intended in the best educational interest of the student. Accordingly the parties also recognize that the extent to which any individual student who would fit legal requirements which would involve the use of an Individual Educational Planning Committee (IEPC) for placement in the regular classroom must be appropriate to the student's unique needs as determined by an IEPC on an individual basis. For the purpose of this section, such students shall be referred to as "mainstreamed students."

- (a) If any member, in writing, advises the administration of a reasonable basis to believe that a mainstreamed student assigned to the member has a current IEPC report that is not meeting the student's unique needs as required by law, the administration shall promptly call an IEPC. The member so advising the administration shall be invited to attend the IEPC.
- (b) To the full extent permitted by law, an Association representative shall be present at an IEPC meeting when any member of the bargaining unit involved in the meeting so requests.
- (c) Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible, mainstreamed students will be assigned in equitable numbers across general education grade levels within each elementary location and across sections of the same course within the junior and senior high school. This section will not apply in the event the teacher volunteers in writing to take additional mainstreamed students. In such situations, the administration will reduce class size by an equivalent number of students.

(d) The following conditions shall apply to placement of mainstreamed students in general education classrooms:

1. Any member who will be providing instructional or other services to a mainstreamed student in a regular education classroom setting shall be invited, in writing, to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom.

In instances where it is not possible to identify in advance of an IEPC, general education teachers who ultimately will have mainstreamed student(s) assigned to their classroom(s), meetings will be convened with such general education teachers as soon as possible following the beginning of the school year to explain the conclusion of the IEPC and to provide for the teacher to have input into the process.

2. The student's IEPC must specify and provide for all supplementary aides, support personnel, materials and other related services deemed necessary by the IEPC to satisfactorily achieve educating the student in the regular education classroom. The district shall make every reasonable effort to support the receiving teacher with necessary classroom materials.
3. The mainstreamed student's placement shall be determined to the extent permissible by law and through the IEPC in such a way as will not significantly disrupt nor have a negative impact on the educational process for either the mainstreamed student or the other students in the classroom to be entered.
4. The administration shall provide, prior to such placement whenever possible, in-service training to the teacher regarding the instruction and behavioral management of such mainstreamed students in the regular education classroom setting, including but not limited to, the differing approaches, problems and techniques to be utilized with varying physical, mental, emotional and behavioral conditions as are likely to be faced in the given situation. Such inservice training shall be at board expense and shall be mutually arranged with the teacher(s) to be involved. If such prior training is not possible, the training will be provided as early as can be arranged after the placement has occurred.

5. The administration shall provide, prior to such placement whenever possible, awareness information to the affected members and students regarding placement of mainstreamed students in the class(es). The activities shall be provided to assure that the school climate is receptive to the placement and to maximize the potential of the mainstreamed student while minimizing possible areas of concern. Should prior provision of such information not be possible, the information shall be provided as early as can be arranged after the placement has occurred.

- (e) Except in life threatening or extenuating circumstances, no member shall be required to perform medical, hygienic or other non-instructional specialized procedures for or on mainstreamed students such as but not limited to: suctioning, catheterization, diapering, or attending to any personal hygienic or medical need(s) of the student(s). Any such extenuating circumstances shall be preceded by notification to the Association that such circumstances exist and provide an opportunity for the Association and the teacher(s) who may be affected to meet and discuss the issues involved and how best to meet the needs of the student, the regular classroom, the teacher and the school district.

In such situations it is expressly understood that should the teacher agree to provide such procedures or services, he/she shall be provided with training appropriate to the situation with all expenses paid by the Board.

It is further agreed that in any such event, the Board shall indemnify and hold harmless, any teacher who has agreed to provide such services as described here, from liability for the performance of such service to the extent permitted by law. Toward that end the employer agrees to provide such teacher(s) with legal defense and with liability insurance of at least Two Million Dollars (\$2,000,000) which shall be at the disposal of any teacher who has had legal action brought against him/her with respect to the exercise of such duties in conformance with this section.

SECTION 3.8 - SCHOOL IMPROVEMENT PLANNING

It is recognized by the parties that school improvement is best facilitated at the local school building level through the participation and involvement of staff and community. The parties further recognize the following:

- (a) Each school building shall have a School Improvement Planning (SIP) Team. It shall be made up of professional and support staff members, community members, administrators and students (if appropriate).
- (b) Professional staff members interested in serving on a building SIP Team shall annually submit their names. Two members of the professional staff needed to serve on the SIP Team shall be elected by their building peers from the names submitted. The remaining two appointments shall be designated by the building administrator from the names submitted.
- (c) Participation or non-participation on a school building SIP Team is voluntary and shall not be used as a criterion for evaluation, discipline or discharge.
- (d) SIP Teams shall meet during the school day and participating professional staff members shall be given release time to attend SIP Team meetings.

If SIP meetings or activities are scheduled at a time other than an employee's regular work day and/or year, the employee shall be compensated Twenty-five Dollars (\$25.00) per meeting attended, paid in the last payday of each month. Meetings scheduled by the Committee chairperson must be approved by the Superintendent.

- (e) School improvement plans shall not violate the terms and conditions of the Master Agreement.

SECTION 3.9 - SUMMER CONFERENCE ATTENDANCE AND STIPENDS

This section sets forth the understanding of the parties regarding summer conference attendance and stipends. It is agreed:

- (a) This section applies only to conferences that occur during the summer months after the last day of school in the preceding year and before the first day of school of the new school year.
- (b) Saturday and Sunday conferences during the school year are specifically excluded from this section. The participation of bargaining unit members on those days shall be voluntary and stipends will not be paid by the employer.
- (c) As they do during the school year, bargaining unit members shall submit a "Conference Attendance Request Form" prior to attending any summer conference activity. The employer shall certify, with a copy of the form being returned to the teacher, whether or not the "Conference Request" has been approved.
- (d) Prior to March 1st of each year, the Superintendent shall certify to all bargaining unit members a listing of summer conference topics/opportunities that bargaining unit members may attend with expectation of a stipend. It is specifically understood that all summer conference topics/opportunities that do not appear on the listing described above may be attended on a voluntary basis at the discretion of the bargaining unit member without expectation of a stipend. Exceptions to this may only be granted by a consensus of the group which prepares the listing initially. The listing, which shall be developed collegially by the two (2) EJEA Presidents, the Superintendent and Curriculum Director, shall be limited to not more than four (4) topic areas. The Board retains the authority to reject summer conference attendance requests if funds are not available to honor such requests.
- (e) The employer, in addition to the terms and provisions of "d" above, agrees to compensate bargaining unit members with a stipend for any conference that the administration requests bargaining unit members to attend. It is specifically understood that such requests may be attended on a voluntary basis and that attendance or non-attendance shall not be held against the teacher.

(f) It is specifically understood that the stipend to be paid to bargaining unit members by the employer shall be an amount equal to 50% of the teacher's daily rate, which shall be prorated if the summer conference attended is not a full day conference. Proration of time shall be related to a seven (7) hour day. Teachers may elect, at their option, to use compensatory time accumulated at the rate of one (1) day for each fourteen (14) hours of summer conference attended, subject to the following restrictions:

- * All accumulated compensatory time earned as of 9/1/95 shall be purchased from the teacher at an amount equal to 70% of the teacher's 1994-95 daily rate, pursuant to the terms outlined in (f) above. Teachers shall also have the option of transferring accumulated compensatory time to their sick leave account, pursuant to the terms outlined in (f) above.
- * Effective 9/1/95, teachers shall be limited relative to compensatory time that can be earned as a result of summer training. The limits shall be:

Summer 1995 . . .	Three (3) days (42 hours)
Summer 1996 . . .	Three (3) days (42 hours)
Summer 1997 . . .	Two (2) days (28 hours)
Summer 1998 . . .	Two (2) days (28 hours)

Additional hours earned will be paid following the stipend language outlined in (f) above.

- * Effective 9/1/95, teachers earning compensatory time in the summer must elect to use their compensatory time during the next succeeding school year, or elect to transfer unused compensatory time to their sick leave account. Compensatory time shall not accumulate from year-to-year.

* Effective 9/1/95, teachers earning compensatory time in the summer shall not use their compensatory time on the first or last days of the school year, or on parent-teacher conference days. Teachers planning on using compensatory time to extend break or vacation periods shall be limited to utilizing two (2) compensatory days for such purposes. District-wide, up to five (5) teachers shall be allowed to utilize compensatory time for such purposes on the same day(s). Application to use compensatory time for such purposes shall be filed with the Central Office not later than thirty (30) school days prior to the break period. The five (5) slots to be awarded shall be determined, in the event of applications exceeding five (5), by seniority, with the slots being awarded to the most-senior teachers submitting applications.

- (g) It is specifically understood that coaching clinics and other non-academic conferences and training opportunities are to be voluntary in nature, and, as a result, not subject to the receipt of a stipend.
- (h) The terms of this section shall apply to all teachers employed by the East Jordan Schools.

SECTION 3.10 - MENTOR TEACHERS

Bargaining unit mentor teacher positions shall be developed on an as-needed basis to function as an advisor/resource person to probationary teachers by the employer according to the following guidelines:

1. Such mentor teachers shall be tenure teachers. It is understood and agreed that mentor teachers may also be retired teachers or college professors as allowed by law.
2. A bargaining unit mentor teacher shall serve on a voluntary basis and shall work with probationary teachers from a related area of expertise, responsibility or experience.
3. A bargaining unit mentor teacher may have released time as approved by his/her principal to use to observe or otherwise be available to the probationary teacher assigned.
4. The mentor teacher shall not be expected to act in an evaluative, disciplinary or supervisory capacity over a probationary teacher, nor shall the mentor teacher be required to provide information for use in such administrative functions regarding the probationary teacher assigned. The function of mentoring shall not be included, on the mentor teacher's request, in the mentor teacher's performance evaluation.
5. The mentor teacher shall assist the probationary teacher in planning with the administration the fifteen (15) days of professional development within the first three (3) years of employment of the probationary teacher.
6. It is understood and agreed that a mentor teacher may not continue in that position from year-to-year unless requested to do so by the principal. The probationary teacher involved shall have input into this process.

Section 4.1 - PAID LEAVE

Leave of absence with pay not chargeable against the teacher's sick allowance shall be granted for the following reasons:

- (a) A maximum of five (5) days per death in the immediate family of the teacher or the teacher's spouse. Additional days taken with the Superintendent's approval shall be counted as sick leave. (The immediate family is considered to be the spouse, children, parents, or brothers and sisters and the same members of the spouse's family).
- (b) Absence when a teacher is called for jury service or is subpoenaed as a witness in court. The teacher will be paid the difference between the daily salary and the court-paid fee. The teacher must present the court payment voucher to qualify for payment under this section.
- (c) Time necessary to take the selective service physical examination.
- (d) Personal Business Days: At the beginning of each school year, each bargaining unit member shall be credited with two (2) days to be used for personal business. Cognizant of community relationships, each teacher is encouraged to use sound judgment in the use of such days. A request (which does not require a reason) must be made in writing to the principal at least 48 hours prior to the day requested. Exceptions to this provision may be made at the discretion of the principal. Personal business days may not be used for the following purposes:
 - 1. Association or Union Business (except under Section G)
 - 2. Job Interviews
 - 3. Recreation
 - 4. Monetary Gain (money-making activities)
- (e) No more than two (2) teachers from each school building (elementary, high school) shall be granted a personal leave day for any one day. However, the superintendent shall have the discretionary right to permit more than two (2) teachers from each building to take personal business days. His decision shall be final and binding. It shall not be subject to the grievance procedure.

- (f) When the opening day of the firearms deer season falls on a day when school is in session, a total maximum of five (5) teachers district wide shall be eligible for a personal day. Any teacher using the personal business day for deer hunting shall be required to pay for his/her substitute at the prevailing substitute rate.
- (g) Personal leave days may not be taken the day before or the day after a holiday or the first day of the school year or the last day of the school year.
- (h) If it is necessary for a member of the Association to be absent for a full school day to attend a professional meeting outside of the District, he shall obtain permission for such absence from the Superintendent 48 hours in advance of the absence. The absence shall be first charged against an eight (8) day credit allowed the Association each year and then thereafter such leave shall be charged against the absent teacher as provided in Section 4.1(d).
- (i) The teaching staff agrees that the last two weeks of the school year should be as free from interruption of the normal routine as is possible. Recognizing this, the staff shall avoid scheduling personal business days during this period absent extenuating circumstances.
- (j) Personal business days defined in (d) above that are unused at the conclusion of a school year shall be transferred to the teacher's sick leave accumulation. Teachers who have already reached the 120 day sick leave accumulation limit shall be allowed to increase their sick leave accumulation limit, and receive all related benefits thereto, with the addition of unused personal leave days.

Section 4.2 - SABBATICAL LEAVE

- (a) Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave without pay for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institution, travel which will improve the teacher's ability to teach.
- (b) A teacher returning from a sabbatical leave shall be restored to his teaching position or to a position of like nature, seniority, status and pay provided written notice of intent to return to teaching duties is filed with the Board no less than sixty (60) instructional days prior to the last day of school in that particular year.

- (c) Any teacher granted sabbatical leave will receive his full insurance benefits during the sabbatical leave provided said teacher accepts no gainful employment during the contract year other than fellowships, graduate assistantships, scholarships, and stipends.

Section 4.3 - UNPAID LEAVE

- (a) Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay, increment, or accumulated seniority upon written application, for the remainder of the semester or the school year for the express purposes of recovering from this illness. Leaves under this paragraph may be renewed upon request for a one year period. Additional requests for renewal may be considered by the District on an annual basis. Renewal leaves will be for a school year and written application must be submitted prior to the May 1st preceding the school year during which the renewal has its effect. In cases of extenuating circumstances the Board will consider applications after May 1st.
- (b) Child care leave is available to teachers. A leave of one year will be granted, without pay, increment, or accumulation of seniority.

A child care leave shall be taken only when the object child of the leave is:

1. Newborn.
2. Newly adopted.
3. Critically ill.

Leaves under this section may be renewed upon request for one year. Renewal leaves shall be limited to one year and written application for such a renewal must be submitted prior to May 1st preceding the school year during which the renewal has its effect. In cases of extenuating circumstances the Board will consider renewal applications after May 1st.

- (c) Teachers using A or B above shall not be permitted to use sick days to extend or modify the leave, except as outlined in (d) below.

(d) Unpaid leaves of up to twelve (12) weeks under the terms of the Family and Medical Leave Act (FMLA) shall also be granted. The Board shall continue premium payments for health care benefits for up to twelve (12) weeks for teachers who have been granted an FMLA leave. Consistent with the FMLA, it is expressly understood that teachers electing to utilize sick days to extend or modify the leave shall be limited to the use of their accumulated sick leave at the time the leave begins up to a maximum of ten (10) days. Teachers electing this provision shall receive prior approval from the Superintendent.

1) Only teachers who have been employed at East Jordan Public Schools for a minimum of one (1) year shall be eligible for such leaves.

2) Teachers shall provide 30-day advance notice except in cases of emergency.

3) The Board and the teacher agree to cooperate in scheduling a return from leave so the return minimizes disruption to the continuity of educational programming and delivery.

(e) A teacher returning from an unpaid leave under this section shall be restored to his/her teaching position or to a position of like nature, seniority, status and pay provided written notice of intent to return to teaching duties is filed with the Board no less than sixty (60) instructional days prior to the anticipated date of return, except by mutual agreement of the parties.

Section 4.31 - EDUCATION STUDY LEAVE

An educational leave for one (1) year without pay or accumulation of seniority but with increment shall be granted upon application and approval for the following purposes:

1. Study related to the teacher's licensed field.
2. Study, research or special teaching assignment involving identifiable advantage to the school system.

Failure to use the leave as requested will result in loss of increment.

Section 4.4 - PERSONAL ILLNESS AND DISABILITY PAY

- (a) All teachers absent from duty on account of personal illness or disability or other approved reasons as defined in this section who have been employed in the district for less than five (5) years, shall be allowed full pay for a total of ten (10) days in any school year. All teachers absent from duty on account of personal illness or other approved reasons as defined in this section and who have been employed in the district for five (5) years or more, shall be allowed full pay for a total of twelve (12) days absence in any school year.
- (b) Any teacher who is absent because of injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his regular salary for nineteen (19) weeks following the disability with fifty percent (50%) chargeable to the teacher's accumulated sick leave.
- (c) Each teacher shall be entitled to accumulate a maximum of 120 sick days which shall be available in future years. Teachers who have sick days in excess of 120 days as of September 1, 1986, shall maintain their then current number of sick days but shall accumulate no more thereafter. Use of accumulated time for sick leave will be allowed only when supported by medical exams taken locally at least semi-monthly. Such examinations are to be requested when the employee is not hospital confined and for any leave in excess of five (5) consecutive days.

- (d) To qualify for sick leave allowance, teachers must:
1. Report their illness to their principal one (1) hour and fifteen (15) minutes before the school day begins.
 2. Lesson plans, classroll, and description of operating routines must be written, up-to-date and available as per building handbook.
- (e) The Board reserves the right at its expense to have its designated physician verify the findings or certification of the teacher's doctor. Teachers shall present themselves at reasonable times and places when requested by the Superintendent for purposes of such evaluation by the Board's physician.
- (f) Leaves of absence with pay chargeable against the teacher's allowance in addition to personal illness or disability may be granted for serious illness in the immediate family, as defined in Section 4.1(a).
- (g) A leave of absence with pay chargeable against the teacher's allowance in addition to personal leave or disability shall be granted for time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance, but not to exceed one (1) day. Such leave shall be granted by permission of the Superintendent to attend, if arrangements for a substitute teacher can be made.

Section 5.1 - TEACHER'S SALARIES

The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for the term of this contract.

Section 5.2 - EXTRA-CURRICULAR COMPENSATION AND ADDITIONAL COMPENSATION

Teacher compensation for extra-curricular activities covered by this Agreement are set forth in Schedule B, which is attached to and incorporated in this agreement, and shall remain in effect for the term of this contract. The Association recognizes the importance of extra-curricular activities, and shall, therefore, make a concerted effort to assist the Board in the filling of said positions.

Section 5.3 - FRINGE BENEFITS

Pursuant to the authority, as set forth in the Michigan School Code, the Board agrees to provide the following subsidy for hospital, medical, and insurance programs.

The Board agrees to provide, without cost to the bargaining unit member, the following MESSA/PAK for the life of this contract for the employee and his/her entire family:

Plan A - Employees Electing Health Coverage

Health - Super Care I
Dental - Delta Dental D-03
Vision - VSP I
Life - \$40,000 AD & D
LTD - Plan I, 66 2/3%, 90 calendar day modified fill
\$2,500 monthly maximum on benefits

Plan B - Employees Not Electing Health Coverage

Dental - Delta Dental D-03
Vision - VSP I
Life - \$40,000 AD & D
LTD - Plan I, 66 2/3%, 90 calendar day modified fill
\$2,500 monthly maximum on benefits

- (a) Employees not wishing health insurance subsidy through the school may apply the equivalent of an individual employee's single subscriber premium toward any of the MESSA or Board approved options.* If a husband and wife are members of the same bargaining unit, one will be eligible for full family and the other the option. (* including tax deferred annuities).
- (b) Employees electing health care protection referred to above are required to submit an affidavit certifying that they are not covered under the same group health insurance programs through some other source before the health insurance subsidy will be implemented by the Board.
- (c) The Board subsidy is terminated when an employee is covered under another group health insurance program, or terminates his or her position through resignation, discharge or retirement, or is on any type of an unpaid leave of absence and not on the payroll of the employer except as required by COBRA.

The Board agrees to provide the above mentioned insurance subsidies for programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policyholder.

Section 5.4 - PERSONAL AUTOMOBILES

Bargaining unit members, when required in the course of their work to drive personal automobiles shall receive a car allowance of twenty-six (.26) cents per mile.

Section 5.41 - TRAVEL BETWEEN BUILDINGS

Travel between the two East Jordan school buildings for teachers shall be based upon the following:

\$60 per school year, one trip per day
\$110 per school year, two trips per day

Section 6.1 - EXCLUSIVE AGREEMENT

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 future individual teacher contracts shall be made expressly subject to the terms of this agreement. Copies of this agreement and any amendments shall be presented to all teachers now employed or hereafter employed by the Board.

Section 6.2 - SEVERABILITY

This Agreement is declared to be severable and if any section hereof is declared or found to be contrary to law, then that section which may be found to be illegal, void, or unconstitutional, shall not invalidate the remainder of this Agreement. In such cases the parties agree to meet and negotiate replacement language, if possible, for such section or sections.

Section 6.3 - FURTHERING COMPETENCE

- (a) Reimbursements shall be made to teachers for tuition for each course taken beyond the hours required for provisional, permanent or continuing certification provided, however, such courses shall be approved by the Superintendent. Maximum reimbursement shall be six (6) semester hours per fiscal year.
- (b) Teachers may participate in Board-approved conferences with reimbursement for such approved conference expenses as determined by the Superintendent. The Superintendent's decision shall be final and binding.

Section 6.4 - ACT OF GOD DAYS

The parties agree to continue their practice of compensating teachers on days when school is closed due to inclement weather, severe storms, fires, epidemics, or other conditions beyond the control of school authorities. However, if the foregoing cancelled days may not be counted by the school district for purposes of receiving state aid and for meeting the number of state mandated days, then any and all such days shall be rescheduled between the parties and teachers will be required to work on those rescheduled days with no additional salary paid to the teachers. The school district shall give the Association at least two (2) weeks written notice of any rescheduled instruction days.

SECTION 6.5 - EARLY RETIREMENT INCENTIVE

The Early Retirement Incentive shall be in effect for the duration of this contract until a successor Agreement is bargained by the parties.

(a) Eligibility

For purposes of this incentive, teachers who can document an eligibility to purchase accredited service through the State Retirement System and who have completed 12 years of credited employment with the East Jordan Schools, shall be eligible for this incentive, except those teachers who have already accumulated 30 years of credited employment.

For the purpose of this section, teachers who have 12 years of credited service with the East Jordan Schools, and who have additional years recognized by the State Retirement System, will have said additional years credited if documentation of eligibility is provided by the Retirement System to purchase such credit. In no case is it the intent of the Board to purchase additional years of service, which, when combined with a teacher's earned years of credited service, would total more than 30 years.

(b) Incentive Computation

For teachers meeting the stipulations identified above:

- * For teachers retiring with 27 years of credited service, the dollar amount will be the equivalent cost of purchasing 3 years of generic credit.
- * For individuals retiring with 28 years of credited service, the dollar amount will be the equivalent cost of purchasing 2 years of generic credit.
- * For individuals retiring with 29 years of credited service, the dollar amount will be the equivalent cost of purchasing 1 year of generic credit.
- * Teachers having earned 29 years or more of credited service prior to the 1992-93 school year shall have until January 22, 1993, to declare, in writing, their intent to retire, such declaration to include verification of an application to the MPSERS for retirement benefits, to be eligible to receive a one-time cash payment equivalent to the dollar amount needed to purchase three (3) years of generic credit. Said payment shall be made prior to July 31, 1993. Said payment shall be made consistent with (c) below, and, on the discretion of the teacher, may be made in up to three (3) installments, each equaling one-third (1/3) of the total benefit, with each payment made prior to July 31 of each given year.

(c) Implementation

The payment to the teacher of the full cost of generic credit due, excluding any tax liability, shall be done prior to the teacher actually retiring but after the teacher has made application with MPSERS to retire during the designated time period. The full cost is the equivalent cost of purchasing the generic credit based only on salary from the 183 day teaching schedule. Schedule "B" and other earnings are specifically excluded.

For purposes of the Section, "retirement" shall mean severance of full time employment with the District and verification of an application of the teacher to the MPSERS for retirement benefits from said retirement system.

(d) Deadlines

An application for retirement incentive may be made at any time but must precede the beginning of the semester of the effective date of retirement by sixty (60) days. This clause may be waived at the discretion of the Board.

Section 6.6 - SEVERANCE PAY

Employees retiring, resigning or otherwise terminating their employment (except termination for cause) with the District shall receive a payment of Twenty Dollars (\$20) for each of their unused sick leave days up to their maximum accumulation, which may exceed One Hundred Twenty (120) days if personal leave days have not been used and have been added to the accumulation. This one time payment will be calculated upon the number of days in the employee's individual sick leave account at the time of termination of employment. Members who had in excess of 120 days when the cap was initiated shall be paid for their total accumulation.

Section 6.7 - SICK LEAVE INCENTIVE

Teachers not using more than two (2) sick leave days per school year (days used for bereavement shall not be counted in the two days) will be compensated in a lump sum payment according to the following schedule:

<u>Days Used</u>	<u>Bonus</u>
0	\$ 175
1	\$ 125
2	\$ 75
3 or more	0

The lump sum payment shall be made after the close of the school year and before July 1st. In the event that a teacher uses a portion of a sick day (1/2, 1/3, etc.), the level of compensation shall be pro-rated. Any payment shall in no way affect the number of sick days accumulated by the teacher.

Section 7.1 - GRIEVANCE PROCEDURE

- (a) A grievance shall mean an allegation by an identified teacher, or group of teachers, of a violation of express terms of this Agreement.
- (b) A grievance shall not include any of the following:
1. The termination of services or of failure to re-employ any probationary teacher;
 2. The placing of a non-tenure teacher on a third year probation;
 3. The termination of services or failure to re-employ any teacher to a position on the extra curricular schedule;
 4. Any matter involving the content of teacher evaluation;
 5. Provided, however, the matters referred to in 1, 2, 3, and 4 above may be referred as a grievance up to and including Level Three as set forth below but shall not be submitted to Level Four.
 6. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- (c) Level One - A teacher alleging a violation of the expressed provisions of the contract shall within ten (10) days of the alleged violation, misrepresentation, or misapplication or within ten (10) days after the aggrieved teacher or group of teachers has knowledge thereof discuss it orally with the building principal. The principal will respond to the complaint in writing. If the principal denies the grievance or if no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

- (d) Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting.

- (e) Level Three - Upon proper application as specified in Level Two, the Board shall allow the teacher or his Association Representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within ten (10) days from the hearing of the grievance, the Board shall render its decision in writing.

- (f) Level Four - Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board, serve a written demand on the Board to arbitrate. If the parties cannot agree upon an arbitrator within five (5) days, the Association may file a petition with the American Arbitration Association, serving a copy of the same on the School District.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
3. The decision of the arbitrator shall be final and binding on the parties.

(g) Power of the arbitrator are subject to the following limitations:

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
2. He shall have no power to establish salary scales.
3. He shall have no power to change any practice, policy or rule of the Board nor 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 as long as said practice, policy or rule is not in violation of any provision of this agreement.
4. He shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide.
5. He shall have no power to interpret state or federal law.
6. He shall not hear any grievance previously barred from the scope of the Grievance Procedure.
7. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
8. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
9. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
10. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
11. The arbitrator shall have no power to review any matter which is proceeding with the Civil Rights Commissions, the Michigan State Tenure Commission or the state or federal courts.

- (h) The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board.
- (i) Should a teacher fail to institute a grievance with the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified or leave the employ of the Board, except a claim involving a remedy directly benefiting the former employee grievant regardless of his employment, all further proceedings on a previously instituted grievance shall be barred.
- (j) All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
- (k) The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- (l) Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the Grievance Procedure until resolution.
- (m) If the grievance is satisfactorily resolved at any level, action on the grievance shall terminate.
- (n) The term "days" when used in this Article shall mean work days from September 1 to June 1. During summer recess, "days" shall be defined as days the Superintendent's office is open.

SALARY SCHEDULE

It is agreed that the salary schedule shall be increased by the following:

1995/96 - 2.90%
1996/97 - 3.00%
1997/98 - 3.10%

Note: Schedules reflecting same are attached.

The 20 hours for the BA + 20 and the 15 hours for the MA + 15 must be completed after the degree is earned.

Steps are to be considered as experience in the district including experience allowed at the time of hire.

Earned is defined as the date that the registrar of a college or university states in writing that a teacher has earned the degree (degree was earned effective: _____).

SALARY SCHEDULE
1995-96

<u>STEP</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>
0.00	25,557	26,324	28,113	29,391
1.00	26,835	27,602	29,391	30,668
2.00	28,113	28,879	30,668	31,946
3.00	29,391	30,157	31,946	33,224
4.00	30,924	31,691	33,480	34,758
5.00	32,457	33,224	35,013	36,291
6.00	33,991	34,758	36,547	37,824
7.00	35,524	36,291	38,080	39,358
8.00	37,058	37,824	39,613	40,891
9.00	38,591	39,358	41,147	42,425
10.00	40,124	40,891	42,680	43,958
11.00	41,913	42,680	44,469	45,747
15.00	43,191	43,958	45,747	47,025
20.00	43,958	44,725	46,514	47,792
25.00	45,236	46,003	47,792	49,069

SALARY SCHEDULE
1996-97

<u>STEP</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>
0.00	26,324	27,114	28,956	30,273
1.00	27,640	28,430	30,273	31,589
2.00	28,956	29,746	31,589	32,905
3.00	30,273	31,062	32,905	34,221
4.00	31,852	32,642	34,484	35,801
5.00	33,431	34,221	36,064	37,380
6.00	35,011	35,801	37,643	38,960
7.00	36,590	37,380	39,223	40,539
8.00	38,170	38,960	40,802	42,118
9.00	39,749	40,539	42,382	43,698
10.00	41,329	42,118	43,961	45,277
11.00	43,171	43,961	45,804	47,120
15.00	44,488	45,277	47,120	48,436
20.00	45,277	46,067	47,910	49,226
25.00	46,593	47,383	49,226	50,542

SALARY SCHEDULE
1997-98

<u>STEP</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>
0.00	27,140	27,954	29,854	31,211
1.00	28,497	29,311	31,211	32,568
2.00	29,854	30,668	32,568	33,925
3.00	31,211	32,025	33,925	35,282
4.00	32,839	33,654	35,553	36,910
5.00	34,468	35,282	37,182	38,539
6.00	36,096	36,910	38,810	40,167
7.00	37,725	38,539	40,439	41,796
8.00	39,353	40,167	42,067	43,424
9.00	40,981	41,796	43,695	45,052
10.00	42,610	43,424	45,324	46,681
11.00	44,510	45,324	47,224	48,581
15.00	45,867	46,681	48,581	49,938
20.00	46,681	47,495	49,395	50,752
25.00	48,038	48,852	50,752	52,109

SCHEDULE B
1995-96 AND 1996-97

Junior Class Sponsor	3.5%	No experience
Senior Class Sponsor	3.5%	No experience
Elementary Student Council	2.0%	1/4% - 4 yrs. exp.
H.S. Student Council	3.0%	1/4% - 4 yrs. exp.
School Play	3.0%	1/4% - 6 yrs. exp.
School Musical Director	5.0%	
School Musical - Vocal/Pit Director	3.0%	
H.S. Yearbook Advisor (in class)	2.0%	1/4% - 4 yrs. exp.
H.S. Yearbook Advisor (out of class)	4.0%	1/4% - 4 yrs. exp.
Varsity Cheerleading Coach	5.0%	1/4% - 4 yrs. exp.
J.V. Cheerleading Coach	3.0%	1/4% - 4 yrs. exp.
J.H. Cheerleading Coach	1.0%	1/4% - 4 yrs. exp.
Varsity Basketball Coach	13.0%	1/4% - 12 yrs. exp.
Post-Season	1.0%	
Varsity Basketball Assistant	6.5%	
J.V. Basketball Coach	11.0%	1/4% - 12 yrs. exp.
Post-Season	1.0%	
Freshman Basketball Coach	7.0%	1/4% - 12 yrs. exp.
J.H. Basketball Coach	5.0%	1/4% - 12 yrs. exp.
Varsity Football Coach	12.0%	1/4% - 12 yrs. exp.
Pre-Season	1.0%	
Asst. Varsity Football Coach	10.0%	1/4% - 12 yrs. exp.
Pre-Season	1.0%	
J.V. Football Coach	10.0%	1/4% - 12 yrs. exp.
Pre-Season	1.0%	
Asst. J.V. Football Coach	8.0%	1/4% - 12 yrs. exp.
Pre-Season	1.0%	
Cross Country Coach	6.0%	1/4% - 12 yrs. exp.
Pre-Season	1.0%	
H.S. Track Coach	8.0%	1/4% - 12 yrs. exp.
H.S. Track Assistant	4.0%	
J.H. Track Coach	2.0%	1/4% - 6 yrs. exp.
Varsity Baseball/Softball Coach	6.5%	1/4% - 12 yrs. exp.
Varsity Baseball/Softball Assistant	3.25%	
J.V. Baseball/Softball Coach	3.25%	
Volleyball Coach	7.0%	1/4% - 12 yrs. exp.
J.H. Volleyball Coach	4.5%	1/4% - 12 yrs. exp.
Ski Team Coach	6.0%	1/4% - 12 yrs. exp.
Band	12.0%	1/4% - 12 yrs. exp.
Pre-Season	.5%	

SCHEDULE B
1997-98

Junior Class Sponsor	3.5%	No experience
Senior Class Sponsor	3.5%	No experience
Elementary Student Council	2.0%	1/4% - 3 yrs. exp.
H.S. Student Council	3.0%	1/4% - 3 yrs. exp.
School Play	3.0%	1/4% - 5 yrs. exp.
School Musical Director	5.0%	
School Musical - Vocal/Pit Director	3.0%	
H.S. Yearbook Advisor (in class)	2.0%	1/4% - 3 yrs. exp.
H.S. Yearbook Advisor (out of class)	4.0%	1/4% - 3 yrs. exp.
Varsity Cheerleading Coach	5.0%	1/4% - 3 yrs. exp.
J.V. Cheerleading Coach	3.0%	1/4% - 3 yrs. exp.
J.H. Cheerleading Coach	1.0%	1/4% - 3 yrs. exp.
Varsity Basketball Coach	13.0%	1/4% - 11 yrs. exp.
Post-Season	1.0%	
Varsity Basketball Assistant	6.5%	
J.V. Basketball Coach	11.0%	1/4% - 11 yrs. exp.
Post-Season	1.0%	
Freshman Basketball Coach	7.0%	1/4% - 11 yrs. exp.
J.H. Basketball Coach	5.0%	1/4% - 11 yrs. exp.
Varsity Football Coach	12.0%	1/4% - 11 yrs. exp.
Pre-Season	1.0%	
Asst. Varsity Football Coach	10.0%	1/4% - 11 yrs. exp.
Pre-Season	1.0%	
J.V. Football Coach	10.0%	1/4% - 11 yrs. exp.
Pre-Season	1.0%	
Asst. J.V. Football Coach	8.0%	1/4% - 11 yrs. exp.
Pre-Season	1.0%	
Cross Country Coach	6.0%	1/4% - 11 yrs. exp.
Pre-Season	1.0%	
H.S. Track Coach	8.0%	1/4% - 11 yrs. exp.
H.S. Track Assistant	4.0%	
J.H. Track Coach	2.0%	1/4% - 5 yrs. exp.
Varsity Baseball/Softball Coach	6.5%	1/4% - 11 yrs. exp.
Varsity Baseball/Softball Assistant	3.25%	
J.V. Baseball/Softball Coach	3.25%	
Volleyball Coach	7.0%	1/4% - 11 yrs. exp.
J.H. Volleyball Coach	4.5%	1/4% - 11 yrs. exp.
Ski Team Coach	6.0%	1/4% - 11 yrs. exp.
Band	12.0%	1/4% - 11 yrs. exp.
Pre-Season	.5%	

SCHEDULE B - continued

- A. To qualify for pre-season and post-season compensation, the coach must receive prior approval from the Superintendent of Schools.
- B. Payment shall be made in a lump sum at the conclusion of each respective season of competition or activity. Payment will not be made until equipment (uniforms, etc.) is accounted for an inventoried with the Athletic Director.
- C. The rate of compensation for any activity which is not listed in Schedule B but occurs after the ratification of this Agreement, shall be bargained with the Association.
- D. Any coach whose team advances beyond the first round of any Michigan High School Athletic Association-sponsored tournament shall receive an additional .5% compensation.
- E. Within sixty (60) calendar days following completion of duties, employee will be notified in writing of the board's intent to rehire, not rehire, or post position and consider all candidates for the next season. If the employee is to be rehired to their position then the position is not considered to be open and will not be posted. Employees offered continued employment in position must accept continued employment with ten (10) calendar days of the offer to rehire or the position shall be considered open and shall be posted.
- F. For purposes of clarification, experience factors in Schedule B shall accumulate based on seasons, not years, of experience in each sport. Seasons coaching football, for example, shall not count for experience in the basketball category, etc. Current experience levels shall be in effect for all coaching assignments in 1995-96 and 1996-97. In 1997-98, the experience levels will be reduced by 1 year (12 becomes 11, 4 becomes 3, etc.).

SCHEDULE B-1

SALARY SCHEDULE FOR ADDITIONAL DUTIES

- A. In case of emergency, when one teacher is called upon to substitute for another, or in the event a teacher shall volunteer to substitute for an absent teacher, reimbursement shall be at the following rate:

1995-96	\$ 14.28 per class period
1996-97	\$ 14.71 per class period
1997-98	\$ 15.17 per class period

- B. Driver Education:

Driver Education Classes (teaching and vehicle instruction) taught by Association members:

1995-96	\$ 14.91 per hour
1996-97	\$ 15.36 per hour
1997-98	\$ 15.84 per hour

- C. In the event that a teacher shall be assigned a regularly scheduled class that constitutes an average, the compensation shall be based on one-seventh (1/7) of the teacher's applicable step.

- D. Game Workers

Association members who work at home athletic events as scorers, timers, ticket-takers or crowd-control personnel:

1995-96	\$ 12.97 per game
1996-97	\$ 13.36 per game
1997-98	\$ 13.77 per game

DURATION OF AGREEMENT

The Agreement shall be effective as of September 1, 1995, and shall continue in effect until the 31st day of August, 1998. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Dated: September 1, 1995

**NORTHERN MICHIGAN EDUCATION
ASSOCIATION**

**Dan Bennett
President, NMEA**

**Robert Snyder
Negotiating Team**

**Dave Bowman
Uniserv Director**

EAST JORDAN BOARD OF EDUCATION

**Mary P. Jason
President**

**Gary Ciszewski
Secretary**

**R.A. Hansen, Jr.
Superintendent**

