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NORTHERN MICHIGAN EDUCATION ASSOCIATION  
MASTER AGREEMENT  
SEPTEMBER 1, 1997 – AUGUST 31, 1999

*Elk Rapids Public Schools*

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## **PREAMBLE**

Whereas, the parties hereto recognize that it is in their mutual interest and responsibility to meet the educational needs of the students served by the School District, and that the quality and character of such education depends upon the effective administration and delivery of such services; and

Whereas, it is further recognized that both parties have a mutual obligation pursuant to law to bargain collectively in good faith concerning wages, hours and other terms and conditions of employment; and

Whereas, both parties to this contract have reached agreement concerning wages, hours, dispute resolution procedures and other terms and conditions of employment, as hereinafter set forth.

Therefore, in consideration of mutual agreements and covenants, it is agreed as follows:

## **ARTICLE 1 - RECOGNITION**

### Section

1. The Elk Rapids Board of Education, hereinafter called the Board, recognizes the Northern Michigan Education Association/Michigan Education Association/National Education Association, hereinafter called the Association, as the exclusive bargaining representative, as defined in Section II of Act 379, of the Public Acts of Michigan of 1965 for all regular full-time and regular part-time certified teaching personnel on tenure or probation, guidance personnel, social workers and certified librarians, employed by the Elk Rapids School District Board of Education, excluding full or part-time supervisory, executive or administrative personnel, Chapter I Director, substitute teachers, and all other employees of the Board or any other employer.
2. A "Supervisor" shall be defined as any person who is charged with responsibility for selection, evaluation, or direction of certified personnel.
3. 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.

## **ARTICLE 2 – INDIVIDUAL CONTRACTS**

### Section

1. All contracts with teachers shall be in writing and signed by officers of the Board unless an agent of the Board is authorized to sign for the Board. All contracts are subject to and controlled by the terms and conditions of the Master Agreement.
2. Contracts will be offered simultaneously to all tenure and acceptable probationary teachers in the school system at least sixty (60) days before the close of the school year, June 30, provided that negotiations of the master contract for the following year have been completed. Teachers not offered contracts for the ensuing school year will be notified of such action at least sixty (60) days before the close of the school year, June 30.
3. In the event that negotiation of a master contract for the following year has not been completed prior to sixty (60) days before the close of the school year, individual teacher contracts will be issued within fifteen (15) school days following the signing of such master contract, and returned within ten (10) school days.

**ARTICLE 3 – DURATION OF AGREEMENT**

Section 1

This agreement dated August 24, 1998 shall be effective from September 1, 1997, and continue in full force and effect without change until August 31, 1999.

NORTHERN MICHIGAN EDUCATION  
ASSOCIATION MEA/NEA

By Charles J. Impallieri  
Chairperson  
Negotiating Committee

By Virginia McKinley  
Negotiating Committee Member

By Mary M. Thayer  
Negotiating Committee Member

By Ray C. Bann  
Negotiating Committee Member

By David Exche  
NMEA Representative

ELK RAPIDS BOARD OF EDUCATION

By Brenda Miller  
President

By Sherry L. Steffen  
Secretary

By James M. Merula  
Treasurer

By Ernest F. Peerman  
Chief Spokesperson

Dated this 24th day of August, 19 98

## ARTICLE 4 – CONTINUITY OF OPERATIONS

### Section

1. The teachers in the Elk Rapids School District recognize that the cessation or interruption of professional services by teachers is contrary to law and public policy. Therefore, the Board and the Elk Rapids Education Association, Northern Michigan Education Association, agree that all differences between them shall be resolved by the orderly procedures provided herein without interruption of the school program. Accordingly, teachers in the Elk Rapids School District agree that during the term of this agreement they will not authorize, instigate, participate in, encourage, or support any strike or any form of work cessation or interruption of professional services in the Elk Rapids School District, and pledge themselves to the purpose of insuring continuation of the established educational program of this district.

## ARTICLE 5 - ASSOCIATION DUES, FEES AND PAYROLL DEDUCTIONS

### Section

1. Within five days after the beginning of their employment hereunder, teachers may deliver to the Board a written, voluntary assignment authorizing deduction of membership dues for the Elk Rapids Education Association, Northern Michigan Education Association, Michigan Education Association, National Education Association, such dues to be deducted in twenty equal installments beginning with the first pay period of each school year and to be remitted to the Association, provided the Association submits a list of continuing membership to the Board by August 15 each year.
2. Revocation of such authorization for dues deduction must be delivered to the Board, at least one week prior to its effective date, in writing.
3. The Association agrees to indemnify and save harmless the Board for all sums improperly deducted and remitted to the teacher association.
4. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a representation benefit fee to the Association pursuant to the Association "policy regarding objections to political Ideology expenditures" and the administrative procedures adopted to that policy. A representative benefit fee shall not exceed the amount of the Association dues collected from the Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction as herein provided. In the event that the bargaining unit member shall not pay such representation benefit fee directly to the Association or authorize through payroll deduction the employer shall, upon completion of the procedures contained in paragraph III and pursuant to MCLA 308.477; MSA 17.1277 (7) and at the request of the Association deduct the representation benefit fee from the bargaining unit members' wages and remit same to the Association.

In the event that the Board is prohibited by legal decision to deduct the service fee from a bargaining unit member who does not authorize the deduction of the representation benefit fee, the employer, at the request of the Association, shall terminate the employment of such bargaining unit member. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment.

The Association shall hold the Board harmless for any and all claims, demand suits, or other forms of liability by reason of action taken or not taken by the Board or suits designated agents for the purpose of complying with the provisions of the agency shop agreement herein contained. It is understood that the Association should have the right to comprise claims which may arise under this save harmless clause.

The Association has established a "policy regarding objections to political ideology expenditures." The policy (a copy of which shall be provided each non-member bargaining unit member by the Association) and the administrative procedures (including the timetable for payment) pursuant thereto applies only to nonunion bargaining unit members. The remedies set forth in such policies shall be exclusive and unless and until such procedures, including any administrative or judicial review thereof shall have been availed of the exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of the article shall be subject to the grievance procedures set forth in this agreement or any other administrative or judicial procedure.

Due to certain requirements established in recent 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 the article relating to the payment or nonpayment of the representation fee by non members shall be activated thirty (30) days following the Association's notification to non members of the fee for the given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee. The Board agrees to provide the services mentioned in paragraph (a) above without charge to the Association.

## **ARTICLE 6 - SCHOOL CALENDAR**

### Section

1. The calendars for 1997-98 and 1998-99 are enumerated in Article 41 of this Agreement.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

### Section

1. Any teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation or misapplication of any of the provisions of this agreement, may file a written grievance with the Board. Such complaint shall set forth the alleged violation of a specific article and section of this agreement and the remedy requested. The Board designates as its representative for such purpose the Principal of each school building. All grievances must be signed by the aggrieved teacher or Association.
2. If a teacher, group of teachers or the Association do not file a grievance in writing with the Principal or other Board representative within twelve (12) work days after the grievant's knowledge of the occurrence or omission, then the grievance shall be considered waived and dropped. At the conclusion of the school year, the teachers shall have seventeen (17) calendar days from the date of knowledge of the occurrence or omission in which to file a grievance.
3. Within five (5) workdays of the receipt of the grievance the designated representative of the Board shall meet with the designated representative of the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. The designated representative of the Board shall indicate his/her disposition of the grievance in writing to the teacher and designated representative of the Association within five (5) workdays of such meeting.



4. If the grievant or the Association is not satisfied with the disposition of the grievance by the principal or if no disposition has been made by the principal within the required five (5) workdays, the grievance shall then be transmitted to the Superintendent. Within five (5) workdays, the Superintendent shall meet with the Association and shall indicate his/her disposition of the grievance in writing, within five (5) workdays of said meeting.
5. If the grievant or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made by the Superintendent within ten (10) work days of such meeting, the grievance shall be transmitted to the Board of Education by filing a written copy with the Secretary of the Board within ten (10) working days. The Board, no later than its next regular meeting shall decide the grievance with a hearing, at its option, or may hear the grievance by committee, which shall make recommendations to the Board for its decision thereon. Disposition of the grievance shall be made in writing within five (5) workdays of such meeting of the Board. Copies of such disposition shall be furnished the teacher and the Association.
6. If the Board of Education and the Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific section of this agreement, it may within twenty (20) workdays after the decision of the Board be appealed to arbitration. The Association appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said twenty (20) workday period. If not so delivered, the grievance shall be considered abandoned. If the parties are unable to agree upon an arbitrator, he/she shall be appointed under rules of the American Arbitration Association. The teacher, the group of teachers, or the Association, the Board of Education, the Arbitrator and the Arbitration shall be subject to the following which shall control if there be conflict with a rule of the American Arbitration Association.
  - a. The Arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.
  - b. The Arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.
  - c. The Arbitrator shall not have the authority to change the existing salary structure; however, he/she may rule on the proper placement on the salary schedule.
  - d. The Arbitrator shall not have the authority to rule on the Board of Education's, the Superintendent's, or the Principal's right to manage or direct the work of a teacher, except as specifically limited within this Agreement, and may not infer from any provisions of this Agreement any limitation of those rights.
  - e. Each party shall furnish to the Arbitrator and to the other party whatever facts or material the Arbitrator may require to properly weigh the merits of the grievance, provided however, such facts or material must have been discussed during the grievance procedure or the Arbitration.
  - f. The American Arbitration Association's administrative fee and the Arbitrator's charges for his/ her services shall be shared equally by the Board of Education and the Association. Each shall bear his/her own expense in conjunction herewith.
  - g. The Arbitrator's decision, on an arbitrable matter within his/her jurisdiction shall be final and binding, subject to judicial review.

- h. The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearing. The Arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.
7. It shall be the general practice of all parties of interest to process grievances during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board to hold the proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.
8. Any individual employee at any time may present grievances to his/her employer and have the grievances adjusted without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of the bargaining contract or agreement then in effect if the bargaining representative has been given the opportunity to be present at such adjustment.
9. The following matters shall not be the basis of any grievance filed under the procedure outlined in this section.
- a. Any claim or complaint for which there is another remedial procedure as specified in the Teacher Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan as amended).
- b. The failure of the Board to reappoint a teacher to an extra-curricular position.
10. The time limits provided in this section shall be strictly observed, but may be extended by written agreement of both parties.

11. GRIEVANCE REPORT FORM

GRIEVANCE # \_\_ Elk Rapids School District

Distribution of Form:

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate

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Building	Assignment	Name of Grievant	Date Filed
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STEP I

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance

2. Relief Sought:

\_\_\_\_\_  
Signature Date

C. Disposition of Principal:

\_\_\_\_\_  
Signature Date

D. Disposition of Grievant and/or Association:

\_\_\_\_\_  
Signature Date

STEP II

A. Date Received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee:

\_\_\_\_\_  
Signature

Date

C. Position of Grievant and/or Association:

\_\_\_\_\_  
Signature

Date

STEP III

A. Date Received by Board of Education \_\_\_\_\_

B. Disposition of Board of Education:

\_\_\_\_\_  
Signature

Date

C. Position of Grievant and/or Association

\_\_\_\_\_  
Signature

Date

STEP IV

A. Date Submitted to Arbitration: \_\_\_\_\_

B. Disposition and Award of Arbitrator:

\_\_\_\_\_  
Signature

Date

NOTE: All provisions of Article 7 of this Agreement shall be strictly observed in the settlement of grievances.

## ARTICLE 8 - NEGOTIATION PROCEDURE

### Section

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in the Agreement.
2. This Agreement may not be modified in whole or in part by the parties except by mutual written agreement.
3. If any provision of this agreement shall be found contrary to law, that provision shall be considered void but all other provisions shall continue in full force and effect.
4. Negotiations Procedures - The Board and the Association in accordance with P.A. 379 of Michigan shall mutually agree upon a date for the first meeting of their respective designated representatives no later than May 1 of the calendar year in which this contract expires. At such first meeting, and at each subsequent meeting, the date, time, and agenda for the succeeding meeting or meetings will be set. The meetings will continue until a Master Contract, together with any appendices, is agreed upon. The official Master Contract shall be signed by the Board and by authorized personnel of the Association, and a copy thereof shall be given to each Board member and to each teacher. The cost of printing the Master Agreement shall be shared by the Board and the Association.

## ARTICLE 9 - TRANSFERS

### Section

1. The word "transfer" shall mean a change in:
  - a. Building assignment
  - b. Grade level assignment in grades (K-6)
  - c. Subject area assignment grades (7-12)
  - d. Non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc.
  - e. Special Education assignment such as learning disability, emotionally impaired, etc.
2. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing no later than April 1st, a copy of which shall be filed with the Superintendent and a copy may be filed with the Association. The application shall set forth the reason(s) for the transfer, the school, grade or position sought, and the applicant's academic qualifications. Such request shall be renewed by the teacher once each year to assure active consideration by the Board.
3. Involuntary transfers shall be minimized and avoided whenever possible. No transfer or change of assignment shall be made without prior discussion with the teacher. The Superintendent shall notify the teacher and the Association of the reason(s) for such transfer. Teachers shall be assigned within the scope of their certification and/or their major or minor field of study.

4. In the event that an involuntary transfer is necessary because of a position being eliminated, the teacher in that grade level or subject area with the least seniority shall be transferred, provided the remaining teacher or teachers are certified and qualified to staff the remaining positions, unless a more senior teacher accepts a voluntary transfer.

## ARTICLE 10 – VACANCIES

### Section

1. "Temporary vacancy" shall mean a bargaining unit position held by a teacher on leave of absence up to a year in duration.
2. "Permanent Vacancy" shall mean a bargaining unit position newly created (including but not limited to positions created by increased enrollment, revised curriculum, and increased grades or subject areas) or a bargaining unit position the Board intends to fill because of the resignation, retirement, dismissal for just cause or death of the teacher previously assigned to said bargaining unit position.
3. The Board shall be required to post all vacancies.
4. Whenever any vacancy exists which is not filled by the recall of a teacher laid off from this district, the Board shall publicize the same by posting the vacancy in each building/staff room, or work area for a period of not less than ten (10) work days. A copy of the posting shall be forwarded to the Association President. Postings of vacancies which occur during the summer months shall be posted for fourteen (14) calendar days and mailed to designated Elk Rapids Education Association Representatives and those teachers that submitted a statement of intent (including types of positions, extra curricular, etc.) prior to the end of the school year. The vacancy shall not be filled during the time of the posting.

At the end of the posting period, all posted vacancies shall be filled within twenty (20) working days during the school year or twenty (20) calendar days during the summer unless extenuating circumstances exist.

5. Any teacher may apply for any permanent vacancy for which he/she is certified and qualified. All applicants for a position shall be notified by the Board when said position is filled.
  - a. Qualified, for purposes of this section is defined in Article 13 on page 15 of this Agreement.
6. In filling a temporary vacancy, the following provisions shall govern:
  - a. The vacancy shall be filled by the recall of a teacher on lay-off from this school district if the teacher is certified and qualified. If there is no teacher on lay-off or there are no laid off teachers who wish to take part-time positions, who are certified and qualified for the vacancy, the Board may fill the vacancy from any source.
7. In filling a permanent vacancy, the following provisions shall govern:
  - a. Vacancies shall be filled on the basis of certification, length of service in the district, and qualification. An applicant from outside the district shall not be awarded such position unless he/she is better qualified.

- 2 1
- b. The Association recognizes that when a vacancy occurs during the school year, it may be difficult to fill from within the district without undue disruption to the existing instructional program. If the Superintendent in his/her judgment so determines such a vacancy during the school year would be detrimental to the educational process, the Board may temporarily fill the position on a substitute basis until the end of the semester in which the vacancy occurs, at which time the position will be considered vacant and posted as such. Nothing in this section shall be construed as to not allowing the position to be posted as vacant prior to the conclusion of the semester in which the vacancy occurs.
  - c. If the vacancy is not filled by the above provisions, the Board may fill the vacancy from any source.

## ARTICLE 11 - ASSOCIATION RIGHTS

### Section

1. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employed by the Board shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted and lawful 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 or its employed administrative or executive personnel will not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any right conferred by Act 379, as amended by other laws of the State of Michigan and the United States or by the Constitutions of Michigan or the United States, that it will not discriminate against any employee with respect to hours, salary, terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association including collective bargaining with the Board, or his/her initiation of any grievance, complaint or proceeding with respect to any terms or conditions of employment under the specific terms of this agreement.
2. The parties agree that there shall be no discrimination against any employee or applicant for employment by reason of race, color, creed, marital status, sex or national origin, age, and that the provisions of this agreement shall be applied in a manner which is not arbitrary, capricious, or discriminatory.
3. Disciplinary interviews and reprimands will be considered private. An affected teacher, however, shall have the right, in such instances, to request the presence of an Association representative at said interview, and when such request is made, the interview shall not proceed until the representative is in attendance.
4. Each teacher shall have the right upon request, to review the contents of his/her own personnel files maintained at the teacher's school or in the office of the Superintendent. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safe keeping of these files or his or her designee.
5. Privileged information, such as confidential credentials and related personal information normally sought at the time of employment are specifically exempted from review. The administrator, or his designee, shall remove these credentials and confidential reports from the file prior to a review of the file by the teacher.
6. Any complaints by a parent of a student, or any person, directed toward a teacher and deemed serious enough to become a part of his or her personnel file shall be signed by the complainant and called to the teacher's attention. The teacher involved is entitled to know the identity or source of all such complaints.
7. Evaluative materials, relative to a teacher's conduct, service, character, or personality shall not be placed in either the teacher's building personnel file or in his/her personnel file in the office of the Superintendent, until the teacher, principal and/or Superintendent have signed and received a copy of the material to be filed. If a teacher refuses to sign, the document will be presented to the teacher in the presence of an Association Representative who will sign a receipt acknowledging the teacher's receipt of the document. The document shall then be placed in the teacher's personnel file.



8. The teacher shall have the right to respond to any material contained in his or her files, and his/ her written response shall be attached to the file copy. In the event that charges made against a teacher are proved to be without substance, any materials related to said charges shall be removed from the teacher's file.
9. No teacher shall be enjoined from exhibiting identification of membership in the Association.

## ARTICLE 12 - TEACHER EVALUATION

### Section

1. The first purpose of an evaluation is to improve instruction. The second purpose of evaluation is to fulfill the obligations of the Board of Education under the Teacher Tenure Act.
2. Formal evaluation of teachers shall be the responsibility of the administration. All teachers shall be evaluated by administrators who are certified in the position they hold. Teachers will be advised by the administration about the criteria and instrument at the beginning of each school year.
3. The role of the evaluator is to provide the evaluatee with support and assistance to:
  - a. Identify and reinforce areas of competence and strength;
  - b. Identify areas of needed growth;
  - c. Assist in setting goals;
  - d. Make suggestions for improvement.
4. The role of the evaluatee is to collect and review performance related information from all relevant sources and to seek continued improvement in performance.
5. The records made in carrying out teacher evaluation will be maintained at the building level except for final evaluation reports. Copies of these records will be provided the evaluatee on written request within a reasonable amount of time.
6. The evaluation will be based on three components as outlined in Articles 12, Sections 7, 8 and 9.
7. The assessment of teacher performance will be based on formal and informal classroom observations as well as other work performance. There shall be a minimum of two formal classroom observations during each evaluation year. Each formal classroom observation will be followed by a conference and a written summary.
8. The assessment of progress toward predetermined goals will be summarized by the evaluator in the final evaluation report.
9. The final evaluation summary will include a summary of the two components as listed on the final teacher evaluation summary page.
10. Probationary teachers will be evaluated each year of their probation. The probationary teacher will be provided with an individualized development plan as developed by the evaluator in consultation with the individual probationary teacher. Each probationary teacher will be provided with an annual year-end performance evaluation. The annual year-end performance evaluation shall be based on the classroom observations held at least sixty calendar days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the evaluatee and the evaluator. The year-end performance evaluation shall include an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

11. Tenure teachers shall be formally evaluated a minimum of once every three (3) years. The evaluator shall openly monitor and/or observe the work performance of each tenure teacher a minimum of two, uninterrupted, thirty (30) minute time period in conjunction with the formal evaluation.
12. The building administrator shall observe the work performance of each teacher annually.
13. The evaluators will strive to adhere to the following procedures and time lines in the evaluation process:
  - a. October 30:

An individual preliminary conference will be held between the evaluator and the evaluatee prior to October 30. At this conference the evaluator will review the process and the steps to be used during the evaluation period. During this preliminary conference, there shall be a discussion of individual goals for the year and/or the teacher's individualized development plan, as well as a discussion of the possible approaches for self-evaluation through feedback.
  - b. Prior to the end of December:

Post formal classroom observation conferences shall be scheduled within ten (10) workdays of the observation. Discussion of the classroom observation and goals (as well as the method for assessing attainment) will be finalized with the evaluatee for the year. The teacher's development plan will be discussed with the evaluatee. In the event that goals have not been finalized, as well as the method for assessing attainment, and/or a self-assessment process finalized, the evaluator shall develop those goals and methods of assessment and design a self-assessment process in consultation with the teacher.
  - c. Prior to May 15:

For probationary teachers, a final formal classroom observation and post conference shall be held prior to May 15.
  - d. The final formal evaluation and the post conference or Tenure teachers shall be completed no later than May 15.
  - e. Final written reports shall be placed in teachers' personnel file by the last day of the school year.
  - f. The evaluatee shall receive a copy of the final written evaluation report after having signed the report in the presence of the evaluator. The evaluatee's signature shall indicate s/he has read and is familiar with the evaluator's report, but the signature does not necessarily imply agreement with the final evaluation report.
  - g. If a tenure teacher receives a less than satisfactory performance evaluation (indicated by the term unsatisfactory) the evaluator shall provide the teacher with an individualized development plan in consultation with the individual teacher.
14. Prior to the submission of each written evaluation to the Superintendent, a conference will be held between the teacher and the evaluator to discuss the evaluation. The teacher will receive a copy of the written evaluation prior to the conference. Tenure teachers shall receive a copy of their written evaluation on or before May 15. The written evaluation must be returned within five (5) working days after the conference.

15. Each evaluatee shall be provided, for his/her personal file, a complete copy of any written evaluation report after being signed by the evaluator. The evaluatee shall be provided a copy of any written summary made as a result of the evaluation conference.
16. If a disagreement exists between the evaluator and the evaluatee, the evaluatee may submit a written response within ten (10) workdays of the conference of submission of any reports. The evaluatee's response shall be attached to the evaluator's report to which the evaluatee objects. In addition, the evaluatee may request a conference with the Superintendent or a central office administrator designee.
17. In those cases where a tenure teacher has received less than a satisfactory performance evaluation (indicated by the term unsatisfactory) the evaluator will provide the tenure teacher with an individualized development plan in consultation with the teacher.
  - a. The teacher shall be given a reasonable amount of time in which to meet the goals of his or her individualized development plan.
  - b. At the request of the evaluatee, the evaluator will assist the evaluatee in identifying or acquiring resources which may be helpful in meeting the requirements of the individualized development plan. Resources may include printed materials, staff members with expertise in the area of identified problem or concern, etc.
  - c. In the event a recommendation for dismissal of a tenure teacher is made (based on teacher evaluation), the final evaluation report is to be submitted to the Superintendent's office no later than April 20.
  - d. The evaluatee will have ten (10) workdays in which to respond to the final evaluation report.
  - e. A copy of the final evaluation report shall become a part of the evaluatee's personnel file. The report shall contain the signature of the evaluator and the signature of the evaluatee. The evaluatee's signature shall indicate s/he has read and is familiar with the evaluator's report, but the signature does not necessarily imply agreement with the final evaluation report.
18. The evaluation forms are included at the end of this Article.
19. Mentor Teachers
  1. As state law mandates, each bargaining unit member in his/her first three (3) years of employment shall be assigned a mentor by the administration. The mentor shall provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide assistance, resources and information in a non-threatening collegial fashion.
  2. Volunteering teachers shall submit to their building principal their intent to become mentor teachers by June 1st of each school year. If no teacher/teachers volunteer to be mentors the principal shall have the right to name mentors as needed.
  3. Selection of mentor teachers shall be the responsibility of each building principal. The principal will consult with the teachers of her/his building prior to the selection.
  4. Mentor teachers shall be tenure teachers, currently working in the district. It is understood and agreed that if no such mentor teacher is available, mentor teachers may be retired teachers, or college professors as allowed by law.

5. A bargaining unit mentor teacher may have released time as approved by her/his principal to use to observe or otherwise be available to assist the probationary teacher.
6. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching.
7. Mentor and mentee teachers will have no involvement in the evaluation process of each other and their relationship will be collaborative and confidential.
8. It is understood and agreed that a mentor teacher shall be assigned on a yearly basis and the assignment shall be reviewed by the mentor, mentee and administration at the end of each year.
9. Upon the teacher's request, the administration and the association shall meet and make a joint determination by May 1 of each year regarding the number, kind, duration and compensation of (for) sabbatical leaves to be offered on a voluntary basis to prospective or continuing mentor teachers for training such teachers to aid in the professional development of probationary teachers.
10. Mentor teachers will be paid at a rate of 1.5% of the B.A. base.

## **ARTICLE 13 - REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL**

### Section

1. If the Board determines a reduction in staff is necessary after it sets the curriculum, the Board shall notify the Association of such intended action as soon as possible, but no later than December 1 for a reduction of staff the second semester or May 1 for a reduction of staff the first semester of the following school year.
2. If the Board determines a reduction in staff is necessary due to a fiscal emergency, the Board shall notify the Association and affected staff member(s) no later than forty-five (45) days prior to the effective date of the layoff.
3. Teachers in specific positions being eliminated shall be laid off on the basis of seniority. However, a more senior teacher may be laid off while a less senior teacher is employed, if the more senior teacher is not certified and qualified.

### Qualifications:

- a. K - 6
  1. Certified in elementary education or middle school endorsement at grades 5 and 6.
  2. Prior teaching experience in the subject area to be taught (i.e. art, music)
- b. 7 - 8
  1. Certified in elementary or secondary education with a major or minor in the subject area.
  2. Prior teaching experience in the subject area to be taught.

- c. K - 8  
If there is not a teacher with a major or minor in the subject area or with prior teaching experience in the subject area available for a position, a certified teacher willing to voluntarily accept the position may be selected.
  - d. 9 - 12
    - 1. Certified in secondary education
    - 2. A major in the appropriate area for the assignment.
    - 3. A minor appropriate to the teaching assignment.
    - 4. Prior teaching experience in the subject area.
4. Certification: Possessing a valid provisional/ permanent/continuing certificate appropriate to the teaching assignment.
  5. Teaching Experience: Any pupil contact within any school system in that teacher's field or area.
  6. Teachers will be recalled in reverse order of layoff, provided that they are certified and qualified for the position.
  7. Any teacher laid off because of program cuts will be returned to a new or similar position, if available, for which he/she is certified and qualified.
  8. Those teachers laid off shall be given the first opportunity to substitute teach at substitute teacher pay. Teachers on layoff shall have the right to continue major medical hospitalization insurance coverage on a cash basis, subject to carrier rules.
  9. Length of service is defined as unbroken service in the Elk Rapids School System. Leaves of absences, with or without pay, and absences due to layoff are not to be considered a break in service. Teachers on layoff or unpaid leaves of absence shall not accumulate seniority.
  10. The district shall prepare and present to the Association a current seniority list of the bargaining unit members prior to December 15 of each year. Certification, including majors and minors, shall be included. The Association shall have thirty (30) days to notify the Board of any errors.
    - a. In the case of a tie in seniority, the last two digits of the employee's social security number shall decide who is lower for all employees hired prior to 1982. Henceforth, the date of hire shall be determined by the date and time the administrator and teacher sign a commitment for employment. Employment is contingent on approval of the Superintendent and the Board of Education.
    - b. All seniority is lost when employment is severed by resignation, retirement or discharge for cause; however, seniority is retained if severance of employment is due to layoff.
    - c. Seniority shall continue to accumulate when the employee is on sabbatical leave, military leave, association leave and birth/adoption leave.
  11. Changes in teachers' certification must be reported to the Superintendent of Schools in writing ten (10) days prior to the first school day of any school year following layoff to permit the teacher to be recalled by bumping.



12. The teacher shall receive a written notice of recall from layoff from the Board by a registered or certified letter at least fifteen (15) school days prior to the date of return to work. Refusal of acceptance to a position that is less than a position comparable to the one previously worked shall not affect a teacher's recall rights to a full-time position. The teacher shall respond to the notice of recall within ten (10) calendar days of receipt.
13. Failure of a tenured teacher to return to the employ of the Board upon recall, for other than reason of being then under contract to another Michigan Board of Education, shall result in the loss of all further rights to recall. Any tenured teacher who declines recall by reason of being then under contract to another employer must declare this his/her intent to return at the beginning of the next school year. If the then recalled teacher declines to return, he/she shall be deleted from the recall list and shall be considered to have voluntarily quit the employ of the Elk Rapids Schools.
14. Teachers recalled to duty shall retain accumulated sick leave and shall be returned to the step on the salary schedule held at the time of layoff.
15. Any layoff under this Article shall suspend, for the duration of the layoff, the Board's obligation to pay salary or fringe benefits under any teacher's individual employment contract or under this Master Agreement.
16. It is intended that this Article takes precedence over and governs the individual teaching contracts, and the individual teaching contract is expressly conditioned by this Article.

## **ARTICLE 14 - BOARD RIGHTS**

### Section

1. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Elk Rapids School District, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:
  - a. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
  - b. The right to hire all employees and, subject to the provisions of the law, to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
  - c. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
  - d. The selection of textbooks and teaching materials, and various teaching aids.
  - e. The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.
2. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by the specific provisions of this Agreement.

## ARTICLE 15 - PHYSICAL EXAMINATIONS

### Section

1. The Board may require any teacher to submit to a physical and/or psychological or psychiatric examination at any time, such examination shall be paid for by the Board. School time may be used for such examination without loss of pay.
2. If the results of any examination are not acceptable to either party, another examination by a different doctor may be requested. Such expense will be paid by the dissatisfied party.

## ARTICLE 16 - TEACHER RETIREMENT AND SEVERANCE PAY/DEATH BENEFITS

### Section

1. To qualify for this plan a teacher must have taught in the Elk Rapids Schools for a minimum of ten consecutive years, to be qualified for retirement under the policy of the Michigan Public School Employees' Retirement System and submit evidence from the MPERS that the processing of his/her application for retirement has been completed. A teacher qualifying for early retirement pay shall receive as early retirement pay an amount equal to one-half (1/2) of the teacher's regular daily base pay at retirement for each day of accumulated sick leave not to exceed the following:  
  
First year eligible for full retirement benefits = \$7,500  
  
After first year eligible = \$6,200  
This is a one time payment.
2. As severance pay, a teacher who has been employed at least ten (10) years in the Elk Rapids School District will receive \$145 per year of service for each year of employment.
3. Persons qualifying for early retirement or severance pay must file a letter of intent to retire by October 15 if retiring at the end of the first semester or by March 15 if retiring at the end of the second semester to be eligible for the early retirement or severance pay under this provision.
4. Payment of the above monies will be made in June of the year of retirement or half in June and half the following January, or all the following January at the discretion of the retiree. Under special circumstances the Board and the teacher may mutually modify the terms of this agreement.
5. In case of death, the above shall not apply, but accumulated sick leave to a maximum of \$3,500 shall be paid to the beneficiary.
6. Persons who have retired prior to this agreement shall be subject to the retirement plan they received when they retired.

## **ARTICLE 17 - ACADEMIC FREEDOM**

### Section

1. Academic freedom shall be guaranteed to teachers, and no limitation shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning human society, the physical biological world, and other branches of learning subject to accepted standards of professional responsibility.

## **ARTICLE 18 - SCHOOL EQUIPMENT**

### Section

1. The Board shall provide:
  1. A separate desk for each teacher in the district and a lockable drawer space in a desk or file cabinet as requested by the teacher.
  2. Attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in the daily teaching responsibility.
  3. All buildings will be properly maintained and equipped.

## **ARTICLE 19 - FACILITIES**

### Section

1. The Board shall make available in each school a lounge and/or work study area for the staff and shall provide a lavatory for adults only.

## **ARTICLE 20 - TEACHING HOURS, ASSIGNMENTS AND CONDITIONS**

### Section

1. Teaching Hours:

Teachers shall report for duty thirty (30) minutes before the beginning of classes and shall be free to leave fifteen (15) minutes after the schedule of classes for his/her building has ended. The minutes before and after school may otherwise be allocated by the Superintendent or his/her designated representative after receiving a recommendation from the building principal after consultation with his/her staff.
2. Teachers are expected to be in their classroom or assigned area at least five (5) minutes before classes begin in the morning and at least three (3) minutes before classes begin after lunch.
3. Teachers will not be expected to be at school on days when school is not in session. Any days that school is not in session because of "Act of God" days will not cause any teacher to lose compensation.
4. All teachers shall be guaranteed an uninterrupted duty free lunch period of thirty (30) minutes with the exception of (K-5) teachers who shall have an uninterrupted duty free lunch period of thirty-five (35) minutes.



5. It is the responsibility of each individual teacher, as well as the Board to provide the highest quality educational program.
6. Teachers are encouraged to attend all student activities. Teachers shall attend, unless excused by the building Principal or the Superintendent for other school activities or emergencies, the following activities:
  1. Staff meetings
  2. Faculty meetings
  3. Open house in the building in which they are assigned with a maximum of one open house per year per building.
  4. Parent-Teacher conferences
  5. School-sponsored parent meetings
  6. K-5: After school public performances or activities open to the public in which their students are involved.
7. All teachers shall be provided a minimum of thirty (30) minutes preparation time each day.
  1. Elementary teachers shall be provided no less than thirty (30) minutes preparation time during the school day. Such preparation time may be incorporated into the regular recess schedule and assigned by the building principal.
  2. Elementary teachers may use, for preparation time, the time during which their classes are receiving instruction from art, music and physical education. These specialists shall not be assigned during the regular recess schedule.
  3. Middle School and High School teachers shall be provided with preparation time during the school day. The preparation time shall be the length of a class period.
8. Teachers shall receive their regular rate of pay for each period that they substitute teach during their preparation period.
9. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective education program. The Board will continue its efforts to keep classes at an acceptable number as dictated by the availability of space, qualified teachers, the financial conditions of the district, and the best interests of the district's students. Within ten (10) school days of the first student attendance day, a committee comprised of one EREA/NMEA representative from each building, administrators and a member(s) of the Board of Education, shall meet and review the grade and class sizes at all levels and make recommendations for adjustments. This committee will meet again within ten (10) student attendance days after the beginning of the second semester for the same purpose.
10. All teachers shall receive written notice of their tentative assignment or grade level for the forthcoming year no later than the last day of school each year. In the event that changes in the tentative assignment or grade level are required, all teachers affected shall be notified promptly and consulted. In no event will changes in a teacher's assignment or grade level be made later than one (1) week preceding the opening of school unless an emergency arises that requires a change. The Association President shall be notified in each instance.

11. Teachers teaching less than full time will get paid for one-half (1/2) a conference hour, based on their regular rate of pay [pay divided by 180 divided by periods taught divided by two (2)].
12. Student discipline and teacher protection:
  - a. The Board will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and throughout the school building.
  - b. The teachers will give all reasonable support and assistance to the school administration with respect to the maintenance of control and discipline in the classroom and throughout the school building.
  - c. Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported in writing within three working days to the Superintendent or his/her designated representative. Time lost by a teacher as a result of an assault will not be charged against the teacher.
13. Least restrictive environment:
  - a. The parties acknowledge the policy of least restrictive environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an individual educational planning committee (IEPC) on an individual basis.
14. Medically fragile:

No bargaining unit member shall be required to provide school health services, such as cleaning tracheotomies, changing diapers, giving shots, etc.

## **ARTICLE 21 - IN-SERVICE/PROFESSIONAL DEVELOPMENT**

### Section

1. In recognition of the rapidly expanding field of knowledge in the social and scientific fields, the parties hereby agree to establish an In-Service Education Committee composed of three (3) members appointed by the Board of Education and three (3) members appointed by the Association.
2. The committee shall organize itself and assume responsibility for the planning and conducting of the In-Service Education Programs for the teaching staff of the Elk Rapids Schools. This does not preclude having other in-service programs within the individual school district buildings or district.
3. The Board may provide for the teaching staff, upon recommendation of the In-Service Education Committee, released time by grade, teaching unit, building or department for participation in in-service training sessions, visitations, conferences or staff development programs. This does not preclude the individual school building from doing any of the above.

## **ARTICLE 22 - SITE BASED DECISION MAKING**

### Section

1. The Board and the Association recognize the need to maintain an on-going district and individual building school improvement process. The goal of the process will be to improve the quality of educational services offered students.
2. The term School Improvement Plan as used in this article shall mean and apply to a school improvement plan as provided in public act 197 of 1989 and P.A. 25 of 1990 as amended in 1991 and in NCA Accreditation requirements.
3. Successful school improvement requires the involvement and commitment of all parties in the process. Involvement of teachers in the school improvement process shall be voluntary in most cases, there may be times that all staff may be required to participate.
4. School improvement committees will not address grievances of the master agreement, will not evaluate employee performance, will not address discipline of employees, and will not address wages or fringe benefits. No provision, formal and/or informal understandings, condition(s) or practice(s) established between the parties or by the master agreement shall be altered, modified or superseded except as mutually agreed in writing by the Board, impacted school's teaching staff and the EREA Executive Board. A simple majority vote of each above named entity shall be required for approval.
5. Copies of all building level school improvement plans will be provided to the Association president.
6. If school improvement meetings or activities are scheduled during an employee's regular workday, the employee shall be released from duties without loss of pay to attend the meetings.

## ARTICLE 23 - COMMITTEE COMPENSATION

### Section

1. Teachers will receive one-half (1/2) personal day per semester for each active committee upon which they serve.
2. Personal leave days are to be available for use the next semester, according to Article 25, Personal Leave rules.
  - a. Notification for the use of these leave days must be submitted in writing to the Superintendent at least five (5) school days prior to the day being taken.
  - b. No more than four (4) persons in the school district or two (2) persons per building may be absent on the same day under this plan, unless approved by the Superintendent.
  - c. No more than five (5) days may be taken at any one time (per employee).
  - d. Personal leave days shall not be taken during any of the days specified in Article 20 Section 6 of this Agreement.
3. Teachers shall not be required to serve on more than two active committees each semester.
4. The following rules shall govern active committees.
  - a. Membership - The Superintendent of Schools or his/her designee shall appoint the members of each active committee.
  - b. Meetings - The Superintendent or his/her designee shall schedule the active committees.
  - c. Active committees are committees that meet at least three (3) times each semester and up to twelve (12) times each semester. Teachers will be compensated at the regular per diem hourly rate for the B.A. base for committees that meet more than twelve (12) times per semester. Examples of active committees may be curriculum, school improvement, North Central Association, and others approved by the Superintendent.

## ARTICLE 24 - BEREAVEMENT

### Section

1. In the case of death in the immediate family, a teacher may take a maximum of five (5) days per death. Leave beyond the five (5) days granted in this section may be taken, with the approval of the Superintendent, from sick leave. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, grandparents, sibling-in-law and other members of the immediate household.

## ARTICLE 25 - PERSONAL LEAVE

### Section

1. Teachers shall be allowed three (3) days per year for personal business. Requests for personal leave shall be submitted to the Principal or Superintendent at least twenty-four (24) hours prior to the date of the requested leave unless an emergency exists. Personal business days shall not be used for recreational purposes or on parent-teacher conference days or for personal illness or family illness unless approved by the Superintendent of Schools.
2. Requests for personal business leave, two days prior to or immediately following holidays or vacations shall not be granted unless it is an emergency and given approval by the Superintendent of Schools.
3. Requests for personal leave may be approved or denied. A day taken without approval shall result in the loss of a day's pay and a written reprimand. A second offense could result in dismissal.
4. Teachers may appeal any decision on personal business leave to the Superintendent of Schools.
5. Any personal leave day not used shall accumulate up to five (5) days. Additional leave days not used will be added to the sick leave days. It is agreed that there is to be no more than six (6) persons per school district or two (2) persons per building to be absent on the same day as provided for under this personal leave plan, unless approved by the Superintendent.
6. Two (2) additional days for personal use may be granted with pay for the substitute to be deducted from the teacher's per diem rate. The requests must have the prior approval of the Superintendent of Schools.
7. Requests for the use of personal days for reasons prohibited above may be granted upon approval of the Superintendent, who maintains sole discretion over the granting of such leave days. Days granted under this section shall require the deduction of a full day's pay.

## ARTICLE 26 - INCENTIVE PLAN

### Section

1. Teachers may earn and accumulate up to five (5) additional leave days, to be used as personal leave. Leave shall be granted each semester in accordance with the following schedule:

0 sick days used	1.0 days earned
1 sick day used	0.5 day earned.
2. Notification for the use of these leave days must be submitted in writing to the Superintendent at least five (5) school days prior to the day being taken.
3. No more than six (6) persons in the school district or two (2) persons per building may be absent on the same day under this plan, unless approved by the Superintendent.
4. No more than five (5) days may be taken at any one time (per employee).
5. Incentive days shall not be taken during any of the days specified in Article 20 Section 6 - 3, 4, 5, and 6 of this Agreement.

## ARTICLE 27 - SICK LEAVE BONUS PLAN

### Section

1. All teachers who have four (4) or fewer days of absence per semester may receive a cash award under this plan. Teachers using the incentive plan will not be eligible for the sick leave bonus plan, during the semester or semesters that they elect the incentive plan.
2. Teachers shall inform the Superintendent of Schools prior to the end of the second full week of school each year which plan (Incentive Plan or Sick Leave Bonus Plan) they opt to participate in for the school year.

3. Sick Days Taken	<u>1997-98</u>	<u>1998-99</u>
0	\$205	\$205
1	175	175
2	145	145
3	118	118
4	88	88
5 or more	0	0

## ARTICLE 28 – JURY DUTY

### Section

1. A teacher called for jury duty shall be compensated for the difference between their teaching pay and the pay received for the performance of such obligations.
2. If a teacher desires to receive his/her regular paycheck from the Board, he/she must reimburse the Board an amount equal to the amount received for jury duty. The district retains the right to ask that a teacher be excused from jury duty.
3. Any teacher who is subpoenaed to testify during the school hours in any judicial matter or administrative matter or asked to testify in any fact finding or arbitration shall be paid his/her full salary for such time.

## ARTICLE 29 – ASSOCIATION BUSINESS

### Section

1. The Board shall provide to the Association members released time for handling of Association business as deemed appropriate by the Association President. During bargaining years, there will be fifteen (15) days provided for Association use, and during non- bargaining years there will be ten (10) days provided per year. The Association will reimburse the District for the cost of the substitute. The Association President will notify the Superintendent at least five (5) school days prior to the date of the Association day to be used unless an emergency arises. Availability of substitutes will be considered in determining the use of Association business days when more than two (2) teachers will be absent from the same building on the same day for any purpose.

## ARTICLE 30 – SABBATICAL LEAVE

### Section

1. Sabbatical leave is a leave from professional duties to pursue a full-time, planned academic program or educational experiences approved by the Superintendent at an accredited college or university. The program shall be designed to improve the teacher's professional competencies.
2. Provisions
  - a. Sabbatical leave may be granted to a teacher or teachers who have completed no less than seven (7) consecutive years of service to the district in a professional capacity. An individual may qualify for more than one sabbatical leave provided that a period of at least seven (7) years of professional service occurs between each leave.
  - b. Sabbatical leaves may be granted for a maximum of two (2) semesters at one time.
3. Application shall be made to the Superintendent of Schools not later than 90 days prior to the anticipated beginning of the leave. Exceptions to this deadline may be granted by the Superintendent of Schools.
4. Selection will be made by the Board of Education based on the following criteria:
  - a. Length of professional service to the district.
  - b. Extent to which the proposed academic program will benefit the teacher and the School District.
  - c. Equitable distribution of sabbatical leaves among the various grade levels and departments of the district.
  - d. Availability of a suitable replacement.
  - e. Order in which applications are received.
  - f. Financial condition of the school district and other relevant factors.
5. Benefits
  - a. Individuals granted sabbatical leave shall receive an amount equal to one-half (1/2) the salary to which they would be entitled if on regular duty, not to include pay for duties listed in Article 39 of this Agreement.
  - b. Increment on the salary schedule shall accrue.
  - c. Sick leave shall accrue at the rate of one-half (1/2) of the regular sick leave.
  - d. The Board will pay one-half (1/2) of the health insurance premiums during the duration of the leave.



6. Return Requirements

- a. Upon completion of a leave of less than one semester in length, the teacher shall render one year's professional service to the District commencing with the first day of the next semester following the leave's completion.
- b. Upon completion of a leave of at least one semester, but less than one year, the teacher shall render two years' professional service to the District commencing with the first day of the next semester following the leave's completion.
- c. Upon completion of a leave of one school year, the teacher shall render three years' professional service to the District commencing with the first day of the next semester following the leave's completion.
- d. Written proof of successful completion of the academic program or the education experiences outlined in the leave application shall be presented to the Superintendent upon completion of the leave.
- e. Failure to voluntarily comply with the requirements of this section will cause the teacher to forfeit the right to return to the district and to repay immediately, in full, all salary and the cost of paid benefits received during the leave.
- f. Upon return from sabbatical leave, the teacher shall be placed in a position the same as, or similar to, the one held prior to the leave, subject to the layoff and recall provisions of this contract.

## ARTICLE 31 - UNPAID LEAVES

Section

1. An unpaid leave of absence may be granted upon application to any EREA member for the purpose of serving as an officer, director, or task force member of the NMEA, MEA, or NEA. It is agreed that such leave is for the professional improvement of the employee and the granting of such leave will in no way interrupt seniority and the rights thereto.
2. An unpaid leave of absence of up to one (1) year may be granted a teacher in the Elk Rapids Schools.
3. The application for such leave must be filed in writing with the Superintendent, or designated representative by March 15 of the school year prior to the year for which the leave is requested except in emergency situations upon approval of the Superintendent.
4. The applicant must provide whatever information the Superintendent may require concerning the intended leave.
5. The disposition of an application for an unpaid leave of absence is the exclusive responsibility of the Board. Reasons for denial will be submitted to the applicant.
6. The returning teacher shall notify the Superintendent in writing of his/her intent to return at least sixty (60) school days before the end of the semester in which the leave expires.



7. The right to return to the system shall be considered forfeited if the terms of the leave are not adhered to by the teacher.
8. Upon return, the Board shall place the teacher in the same or similar position as that held prior to the leave, subject to layoff and recall section of this agreement.
9. Unpaid leaves of absence, 1 year or longer, shall not be considered teaching time with respect to the placement on the salary schedule, or the seniority list except in the case of childbirth/adoption leaves.

## **ARTICLE 32 - CHILD CARE/ADOPTION LEAVE**

### Section

1. An unpaid leave of absence shall be granted to any teacher for the purpose of childbirth/adoption under the following conditions:
  2. Said leave will commence on the date requested by the teacher.
  3. The application for such leave shall be received by the Superintendent no later than 30 calendar days prior to the effective date of the commencement of the leave.
  4. The leave period shall terminate no later than the end of the school year during which the leave is granted. The leave may be extended up to an additional year upon the approval of the Superintendent.
  5. The reinstatement shall be to the teacher's same or similar position unless that position no longer exists or unless said teacher agrees to another assignment.
  6. In the event of the death of the object child of the leave, the leave of absence may be terminated upon request of the teacher. Said notification for return shall be made by the teacher seven calendar days prior to the teacher's intended date of return to work.
  7. The granting of such leave shall in no way interrupt seniority and rights attendant thereto.
  8. If an applicant has completed the equivalent of one full semester or more of teaching during the year he or she begins the leave, said teacher shall, upon return to duty, be placed at the next consecutive step on the salary schedule and retain accumulated sick leave.

## **ARTICLE 33 - ILLNESS AND DISABILITY**

### Section

1. Sick leave shall be granted to a teacher in the following circumstances:
  - a. Personal illness or disability, including pregnancy-related disabilities.
  - b. Physical incapacity to teach.
  - c. When the teacher's presence in the school might be detrimental to the welfare or health of the students or fellow teachers, as certified by a doctor.
  - d. Illness in the immediate family.

2. Immediate family is defined as spouse, children, and parents of the employee.
3. Absence without loss of salary shall be allowed not to exceed a total of ten (10) days for illness in the immediate family. Additional days may be granted on a case by case basis at the sole discretion of the Superintendent. Such absence shall be deducted from the teacher's sick leave.
4. Each teacher shall be allowed ten (10) days sick leave each year, with full pay, in case of non-compensable injury or illness. In the case of injury or illness compensated for by Worker's Compensation, the teacher's pay will be the difference between his/her regular salary and the amount paid by the Worker's Compensation. Absence due to injury incurred on the job in the course of the teacher's employment shall not be charged against the teacher's sick leave days. This is to be coordinated with the latest Workers' Compensation Act.
5. Unused sick leave shall be credited to each teacher's sick leave account up to a maximum of two hundred (200) days.
6. Sick leave for teachers employed on a part-time basis, or for part of the school year, will be in proportion to the time employed.
7. The teacher shall, on request of the Superintendent, present a doctor's certificate or other proof of illness, satisfactory to the Superintendent, covering the full period of absence for which he/she is being paid.
8. The Board agrees to continue to provide all benefits during leave qualifying for the Family and Medical Leave Act.

### **ARTICLE 34 - SICK BANK**

Section

1. The sick bank shall be made available to members of the staff bargaining unit.
  - a. First year teachers must work a minimum of thirty (30) calendar days to be eligible for benefits under this plan.
  - b. Part-time employees shall contribute to the Sick Bank and share in its benefits on a pro-rated basis.
2. At the beginning of each school year the Association shall reimburse the sick bank via sick leave day contributions from its membership. If this action is not taken within thirty (30) days after the first day of school each year by the Association, the board shall prescribe the method of bringing the Sick Bank to a total of three hundred (300) days.
3. A teacher may draw upon the sick bank only after the teacher's accumulated sick leave has been exhausted and the illness or disability is of an extended nature of not less than five (5) working days.
4. The maximum benefits an employee may receive under the plan is ninety (90) working days in any one school year.
5. The board shall furnish the Association an annual report on the status of the bank.
6. An employee making a claim under the provisions of this plan must be under care of a physician and provide written proof to this effect.

7. A committee shall be established to draw up the guidelines for the administration of the Sick Bank. This committee shall be composed of three (3) members designated by the Association and three (3) members designated by the Board.
8. The Sick Bank shall be administered by a Sick Bank Committee consisting of one (1) person designated by the Association, and one (1) person designated by the Board.

## ARTICLE 35 - INSURANCE PROTECTION

### Section

1. The Board shall pay the full amount of the 1997-98 insurance premium and any increase to a maximum of seven (7) percent for the employee MESSA PAK protection for a full twelve (12) month period for the employee and his/her eligible dependents including sponsored dependents as defined by MESSA and its underwriter.
2. If the insurance premium increase exceeds seven (7) percent, the salary schedule index shall be reduced one-tenth (1/10) of one percent for each percent (or fraction thereof) of premium increase exceeding seven (7) percent, up to twenty-five (25%) percent.
3. The seven (7) percent per year rate (in "2" above) shall be cumulative from years 1997-98, 1998-99 to a maximum of fourteen (14) percent over the two years of the contract.
4. The rates used for computation for "2" above shall be the actual rate of Plan A of the MESSA PAK computed on the actual cost of the premium for the following school year. The rate change shall be computed as per July 1 of each year.

#### Option A - For those needing health insurance:

SCI (Board pays \$50.00 per person, \$100.00 per family deductible plus the additional \$1.50 per prescription)

Long term disability - 66-2/3%  
 - \$2,000 maximum  
 - 90 calendar days, modified fill Mental/nervous and alcohol/drug addiction; Social Security Freeze.

Delta Dental 60/60/60

Negotiated Life - \$15,000 AD&D

Vision - VSP II

Dependent Life - \$7,500/Spouse, \$3,750/Child

#### Option B -For those not needing health insurance:

Annuity - Current single subscriber rate, but no less than \$90.

Long term disability - 66-2/3%  
 - \$2,000 maximum  
 - 90 calendar days, modified fill Mental/nervous and alcohol/drug addiction; Social Security Freeze.

Delta Dental 60/60/60

Negotiated Life - \$15,000 AD&D

Vision - VSP III

Dependent Life - \$7,500/Spouse, \$3,750/Child

5. Part-time teachers shall have their premiums paid for on a pro-rated basis.
6. Health care insurance coverage shall extend to the requirements of the bargaining unit member including full family coverage, but dual family coverage for both husband and wife shall not be permitted. One bargaining unit member shall take Option A and one bargaining unit member shall be eligible to take Option B.
7. It shall be the responsibility of the employer to properly enroll in programs available and make notification of any change in status in a timely fashion.

## ARTICLE 36 - COMPENSATION

### Section

1. Teachers shall be paid twice a month. Teachers may elect to have their pay computed for twenty-one (21) or twenty-six (26) pay periods. No change in the number of pay periods will be allowed after October 1 of each year without the Superintendent's approval, except in cases of teacher retirement.
2. Teachers shall be given credit for up to seven (7) years for outside teaching experience or other similar experience upon the approval of the Superintendent of Schools.
3. Teachers shall receive additional pay for approved semester hours beyond their degrees according to the following factors.
  - a. Option A:  
Credit hours to be paid at the rate of twenty (\$20.00) dollars per semester hour beyond degree with a maximum of thirty (30) hours recompensed.
  - Option B:  
A teacher will be reimbursed for classes taken according to the following schedule:  
 1997-98 \$110.00 per semester hour  
 1998-99 \$110.00 per semester hour  
 Any teacher already having thirty (30) hours accumulated may use Option B only, for classes taken.  
  
 Teachers shall inform the Superintendent of Schools prior to the end of the second full week of school each year as to which option they plan to take.
  - b. All semester hours for pay must be in the teacher's assigned area of teaching, major or minor field and/or be approved in advance by the Superintendent.
  - c. All semester hours for pay must be taken through a college or university accredited by the North Central Association, or a sister agency, or a college or university recognized by them.
  - d. All semester hours for pay must have a grade of B or better.
  - e. Transcripts of the approved semester hours taken shall be presented to the Superintendent's office by October 15 of the 1st semester and March 15 of the 2nd semester for payment in order for a teacher to be eligible for salary schedule movement.

## ARTICLE 37 - SALARY SCHEDULE

### Section

1. The salaries of teachers covered by this agreement for the respective school year, or years, are set forth in this section and are incorporated into this Agreement.
2. All teachers are hired on the basis of the salary schedule.
3. Changes in placement on the salary schedule shall be approved and paid only at the beginning of a semester.
4. Formula:
  - a. The 1997-98 salary schedule will be the beginning point for figuring the 1998-99 salary schedule.
  - b. The parties agree that that total costs incurred by the school district for employees (identified for this salary schedule formula) who work under the Elk Rapids Education Association Master Agreement was of the previous five (5) years average of the total Student Foundation Grant Allowance (SFGA) for the district (as adjusted\*) and that the total costs to be incurred by the district for employees (identified for this salary schedule formula) who work under the Elk Rapids Education Association master Agreement will be 59.81% of the Student Foundation Grant Allowance (SFGA) of the district (as adjusted\*) for the 1998-99 school year.
  - c. Total costs for employees who work under the Elk Rapids Education Association Master Agreement (identified for this salary schedule formula) include costs paid by the Employer for salaries, extra-curricular compensation and all fringe benefits (including, by way of illustration and not limitation, health and other insurance, retirement costs, all benefits in lieu of health insurance, workers compensation, FICA and Medicare contributions, severance payments, early retirement incentive (ERI) payments, and all other costs (except those excluded in ("c") 1, 2, 3, 4, and 5 below) and attributed directly to employees who work under the Elk Rapids Education Association Master Agreement.\* Total costs for employees who work under the EREA Master Agreement will not include:
    1. Costs for teachers (or portions of teachers) who are not paid from the Student Foundation Grant Allowance (SFGA) funds.
    2. Costs for out-of-district conferences and workshops (including travel, lodging, meals and related costs).
    3. Tuition Reimbursement Costs incurred by the district for college classes approved by the district and for which credit was earned by members of the bargaining unit.
    4. Mileage reimbursement for school district authorized travel.
    5. Payments to staff members for non-contractual services (example-drivers' education).Costs for ERI payments may be spread over three (3) years following the academic year in which they occurred.

- d. The Salary Schedule for 1998-99 will be computed and established as soon as possible after the contract has been ratified by both parties and will also be computed and adjusted annually no later than December 1 in any subsequent year of this agreement. The computation and adjustment will be based on data available on or about November 10 each year. The salary schedule will be established and employee pay will be computed, adjusted and paid retroactively for that portion of the school year employees have worked prior to the adjustment.
- e. The salary schedule for the 1998-99 school year will also be computed based on the same formula (59.81%) of the total Student Foundation Grant Allowance (SFGA) of the district (as adjusted\*).
- f. The salary schedule as computed and adjusted annually no later than December 1 any year of this agreement will be subject to another adjustment during August of each year of this contract based on the annual school audit. Any adjustment made to the salary schedule (to comply with the 59.81% intent) shall apply only to the 1998-99 school year; (the 1997-98 audit would impact the 1998-99 schedule, etc.)
- The total Student Foundation Grant Allowance (SFGA) of the district (as adjusted\*) will include revenue from investments (interest) and will be further adjusted to reflect revenue changes due to Schools of Choice, Dual Enrollment and Alternative Education Student FTE's paid to TBAISD.
  - The total Student Foundation Grant Allowance (SFGA) of the district (as adjusted\*) will not include funds received as gifts or contributions toward specific projects or programs (for example, funds raised and/or contributed for athletics, school trips, computers, etc.). Further, the 1997-99 Student Foundation Grant Allowance (SFGA) will not include categorical funds which must be spent for specific programs or projects, but will contain only funds received from the state as the Student Foundation Grant Allowance (SFGA). It is agreed and understood between the parties that Student Foundation Grant Allowance (SFGA) does not include funds raised from debt millages, sinking funds or revenues from bond issues, special education millages or Traverse Bay Area Intermediate School District K-12 constituent district-wide, non-special education enhancement millage revenues which are received by the Elk Rapids Schools. An example of the salary schedule formula will be attached to and will become a part of this contract.
  - Annual interest earnings, dual enrollment and student tuition calculations will be based on prior fiscal year data.
  - The establishment of Salary Schedules through the process as outlined in the above salary schedule formula shall expire on August 31, 1999 and shall not continue beyond that date without the written mutual agreement of the Board and the Association.
  - In addition, the minimum salary schedule increase shall be 2% on step for the 1998-99 school year. The maximum increase could be 3.9% on step as determined by the proposed salary schedule formula above.



**NMEA Salary Schedules  
1997-98 - (2.1% retroactive)**

Step	Index	BA	Index	MA
1	1.000	27069	1.105	29911
2	1.055	28558	1.155	31265
3	1.105	29911	1.205	32618
4	1.155	31265	1.255	33972
5	1.215	32889	1.315	35596
6	1.275	34513	1.375	37220
7	1.335	36137	1.435	38844
8	1.395	37761	1.495	40468
9	1.455	39385	1.555	42092
10	1.515	41010	1.615	43716
11	1.575	42634	1.675	45341
12	1.635	44258	1.735	46965
13-15	1.695	45882	1.795	48589
16-18	1.745	47235	1.845	49942
19-21	1.790	48454	1.890	51160
22+	1.835	49672	1.935	52379

**1998-99  
2% - 3.9% - (formula)**

Step	Index	BA Min.	BA Max.	Index	MA Min.	MA Max.
1	1.000	27610	28125	1.105	30509	31078
2	1.055	28558	29672	1.155	31890	32484
3	1.105	30509	31078	1.205	33270	33890
4	1.155	31890	32484	1.255	34651	35297
5	1.215	33546	34172	1.315	36307	36984
6	1.275	35203	35859	1.375	37964	38672
7	1.335	36859	37546	1.435	39620	40359
8	1.395	38516	39234	1.495	41277	42046
9	1.455	40173	40921	1.555	42934	43734
10	1.515	41829	42609	1.615	44590	45421
11	1.575	43486	44297	1.675	46247	47109
12	1.635	45142	45984	1.735	47903	48797
13-15	1.695	46799	47671	1.795	49560	50484
16-18	1.745	48179	49077	1.845	50940	51890
19-21	1.790	49422	50344	1.890	52183	53155
22+	1.835	50664	51609	1.935	53425	55509

## ARTICLE 38 - EXTRA CURRICULAR COMPENSATION

### Section

1. Teachers engaging in extra curricular activities enumerated in Article 39 shall be compensated in accordance with that schedule in the manner provided.
2. Teachers substituting for the Principal shall be paid twenty dollars (\$20.00) per day in addition to their regular rate of pay.

## ARTICLE 39 - EXTRA CURRICULAR SCHEDULE

### Section

- |    |   |            |
|----|---|------------|
| 1. | <u>VARSITY SPORTS</u>   | Percentage |
|    | Baseball  | 7.2%       |
|    | Basketball - Boys and Girls   | 11.0% each |
|    | Cheerleading - Fall Varsity and J.V.                                | 4.0%       |
|    | - Winter Varsity & J.V.   | 4.5%       |
|    | Cross Country   | 7.2%       |
|    | Football  | 11.0%      |
|    | Assistant Football  | 7.2%       |
|    | Game Manager (Ex: Varsity & J.V. games on one evening is one event) | \$32/Event |
|    | Golf  | 5.0%       |
|    | Tennis  | 7.2%       |
|    | Skiing  | 5.0%       |
|    | Soccer  | 7.2%       |
|    | Softball  | 7.2%       |
|    | Strength training - one season per year                             | 1.5%       |
|    | Track - Boys and Girls  | 7.2% each  |
|    | Track Assistant   | 3.5%       |
|    | Volleyball  | 7.4%       |
|    | Wrestling   | 6.0%       |
| 2. | <u>JUNIOR VARSITY SPORTS</u>  |            |
|    | Baseball  | 3.5%       |
|    | Basketball - Boys and Girls   | 7.2% each  |
|    | Football  | 7.2%       |
|    | Assistant Football  | 5.6%       |
|    | Soccer  | 3.5%       |
|    | Softball  | 3.5%       |
|    | Volleyball  | 3.5%       |
| 3. | <u>FRESHMAN SPORTS</u>  |            |
|    | Basketball - Boys and Girls   | 5.0% each  |
| 4. | <u>MIDDLE SCHOOL SPORTS</u>   |            |
|    | Basketball  |            |
|    | 8th - Boys and Girls  | 6.1% each  |
|    | 7th - Boys and Girls  | 5.6% each  |
|    | 6th - Boys and Girls  | 3.0% each  |
|    | Cheerleading - Fall   | 3.0%       |



- Winter	3.5%
Cross Country	3.5%
Football	4.5%
Assistant Football	3.0%
Pep Club - Fall or Winter	1.5%
Track - Boys and Girls	3.5% each
Volleyball	4.0%
Assistant Volleyball	2.0%
Wrestling	2.0%

5. STATE COMPETITIONS

Compensation - Athletic/Academic that win the first level of tournament competition (examples: girls basketball wins the district tournament, football qualified for post season play. OM or science olympiad wins regional tournament) the Head Coach will be compensated with a stipend of \$250.00. (maximum 1.5%)

6. MUSIC DEPARTMENT

Cherry Festival Parades and Concert	1.5%
Instrumental Music 6	.5%
Instrumental Music 7	1.0%
Instrumental Music 8	1.0%
Musical - Senior High	5.0%
Senior High Band	11.0%
Vocal Music K-5	1.0%

7. ACADEMIC/RELATED ACTIVITIES

Academic Team Director	
2 to 4 teams at same level (Sr. High)	1.5%
5 or more teams at same level (Middle School)	2.0%
Academic Team Coach (Competitive)	1.5%
Academic Team Coach (Non-Competitive)	1.0%
Academic Team Coach (Competitive) Helper	.75%
Academic Team Coach (Non-Competitive) Helper	.50%
Advisors - Class Sponsors - 9th Grade	1.5%
- 10th Grade	2.0%
- 11th Grade	3.0%
- 12th Grade	3.5%
Debate (Varisty & J.V.)	7.2%
Drama - 2 plays or 1 play & 1 musical	11.0%
National Honor Society - Senior High	1.0%

8. MISCELLANEOUS ACTIVITIES

(Gessell Testing, Workshops, in-service training, curriculum work, etc. - the pay will be based on 1.5% of the teacher's experience in Elk Rapids computed on the B.A. base with a maximum of four (4) years experience using the twenty-four (24) hour formula. If a teacher chooses to Gessell test during normal school hours they will receive extra compensation at the rate of \$15.00 per half day for regular classroom preparation.

SADD	1.25%
STAND	1.00%
Student Council Advisor - Senior High	1.5%
- Middle School	1.5%

9. Pay based on a percentage of the B.A. base. New persons to a position will start on step 1 and progress to step 12, moving one step for every year's experience in a comparable activity. The program started in the 1975-76 school year. Persons within the school system who move within a sport will receive credit for their past experience in that sport and continue progressing on the salary schedule.
10. The positions will be filled only upon the recommendation of the administration.
11. Within two (2) weeks of the school year or within two (2) weeks of hiring for a sport/activity, the person responsible for the sport/activity shall notify the payroll secretary as to whether the person would want a lump sum payment at the conclusion of the sport/activity or to have the total amount divided into an equal number of installments to be included with the regular, if applicable, pay check. A separate contract will be provided for the sport/activity.
12. In the event the yearbook becomes a part of the Senior High Curriculum it will be dropped as a part of Appendix B.
13. If the positions of class advisor or student council advisor are not filled voluntarily, a teacher may be appointed to the position by the principal of the building.
14. When a coach handles two sports at the same time, (example: Varsity Boys and Girls Track) the coach shall receive the stated percentage of (1) one sport and (1/2) one-half the stated percentage of the other sport being coached.
15. In case of an extended illness or similar situation in a coaching or other position on the extra curricular schedule, the Association and the Board would meet and develop a mutually agreeable payment for the services rendered.
16. The Board of Education will review these positions annually.
17. A representative of the Association and a representative of the Board shall meet at least once per school year to discuss the above percentages. Any changes shall be subject to ratification of the Association and the Board.

## **ARTICLE 40 - NORTHERN MICHIGAN INTERACTIVE**

### **TELECOMMUNICATION SYSTEM**

Section

#### 1. PURPOSE AND PARTICIPATION

- a. The Northern Michigan Interactive Telecommunication System (NMITS) is an electronic educational network designed to provide an alternative means of delivery for use by participating districts.
- b. During the life of this Agreement, any party offering K-12 credit courses over the NMITS during the regular school day shall ratify the NMITS addenda. Regular school day shall be defined as the daytime K-12 teacher workday of each local constituent school district as determined by its local collective bargaining agreement.

- c. The contract language that follows is to be an Appendix to each teacher contract in NMITS. In order for this Appendix to be in effect in any school district, it must be approved by the local board of education for that school district. Areas not covered by the appendix shall be governed by the terms of the local master contract of each constituent district.
- d. Failure of a district or its recognized teacher bargaining agent to ratify this document shall not preclude the use of the NMITS by the district for other purposes, outside the regular K-12 instructional day.

2. DEFINITIONS

- a. "Telecommunication" or "Telecommunications Classes" shall be defined as the teaching of students via an interactive delivery system for schools (NMITS).
- b. "Originating District" shall be defined as the location/designation in which the responsible teacher is located and wherein the telecommunication class is being taught.
- c. "Remote District" shall be defined as the location/designation where class instruction is being received via television.
- d. "NMITS", an educational utility, shall be defined as an interactive delivery system for schools.
- e. "District" shall be defined as the Traverse Bay Area Intermediate School District or any of the fifteen individual independent school districts within its service area. Also, any other educational entity ratifying this document.
- f. "Teacher" shall be defined as a professional, holding a valid Michigan teaching certificate, based on credit awarded and employed by one of the school districts ratifying this document.
- g. The NMITS "Programming council" shall consist of up to three representatives from each participating district, at least one of which will be selected by the local district bargaining agent, and may include classroom teachers, counselors, and building principals.
- h. The NMITS "Governing Council" shall be comprised of participating local district superintendents or Designees.

3. WORKING CONDITIONS

- a. **Class Size**  
The parties mutually agree that the purpose of NMITS is to provide quality, cooperative academic programming in order to enrich education opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and full interactive participation.
- b. **Class Preparations**
  - 1. Originating Districts agree that for a teacher acting as a presenter of a telecommunications class, the telecommunications course taught shall count as one (1) preparation. The first time a teacher teaches a telecommunication class, one additional preparation period will be provided the teacher at the secondary level (grades 7-12).

- c. **Classes Taught Outside the Normal School Day/School Year**
1. Additional class periods before or after the regular K-12 instructional day may be established where possible with mutual agreement between the originating teacher, district, and when applicable, the local E.A. bargaining agent. The total length of the teacher's workday in such instances, however, will not exceed the total length of the regular K-12 instructional day at the originating district as defined by the master contract.
  2. Classes taught in addition to the normal teacher load shall be compensated for according to the local master contract of each constituent district or as established by policy.
  3. Activities required of the teachers due to an assignment related to NMITS will be compensated for according to constituent district master contracts.
- d. **Equipment**
1. The local District shall be responsible for the repair and maintenance of telecommunications equipment. While teachers will not be held primarily responsible for the setup or dismantling of equipment, teachers will be responsible for routine daily procedures necessary to activate and operate the system.
  2. Districts shall not be restricted in the use of the NMITS outside of the regular K-12 instructional day or school year.
- e. **Responsibilities of Originating and Remote Site Districts and Staff**
1. The originating district shall be responsible for the course content, material selection, instruction, testing and evaluation of students at the originating district and at all remote site districts.
  2. Teachers assigned to telecommunications classes shall not be primarily responsible for maintaining classroom discipline at remote sites. Originating district teachers will cooperate with and provide necessary assistance to remote site supervisory personnel. Classroom management of students at remote sites shall be the responsibility of the remote site district. Personnel assigned to classroom management at the remote site shall be expected to cooperate with the originating site shall be expected to cooperate with the originating district teacher. If a teacher is assigned to supervise students at a remote site, the assignment will be subject to working conditions as outlined in the remote site contract. If the issue is not addressed in the local contract, then no such assignment will occur until it is addressed by the local Association and Employer.
  3. The originating district will be responsible for establishing the necessary procedures to accommodate the transport of documents, homework, class work, tests and other classroom materials.
  4. Scheduled telecommunication classes are intended only for those persons scheduled in the classes. Nothing shall prohibit an administrator, parent, or visitor from observing the class as long as such observation is done openly and with the knowledge of the instructor.

- f. Training
  - 1. Teachers who will be presenting telecommunications classes as well as others who will be monitoring students at remote sites, will be provided with initial and ongoing training in using telecommunications as an alternative educational delivery system.
  - 2. When training occurs outside normal/working hours, teachers who are present at initial and ongoing training in the presentation of telecommunications classes or other related matters regarding NMITS shall be compensated according to local contract language, when applicable.
- g. Evaluation
 

The evaluation of teachers in teleinstructional teaching assignments shall be subject to the evaluation procedures contained in the originating district's master contract.
- h. Mileage
 

Bargaining unit members who, from time to time, may be required to use their personal auto to travel between sites or to training or to other meetings regarding NMITS shall be reimbursed for their mileage at the rate allowed by the local District's master contract or board policy.

4. EFFECT ON TEACHER EMPLOYMENT

- a. The intent and purpose of the NMITS PROJECT is to provide a vehicle for the cooperative offering and sharing of educational opportunities among the districts ratifying this document and to provide educational resources to the students of these districts in a cost-effective and efficient manner.
- b. The NMITS PROJECT is designed to provide an alternative means of delivery for use by participating districts, and not to reduce positions, hours, or the total number of bargaining unit members.

5. SCHEDULING AND ASSIGNMENTS

- a. The NMITS Program Council shall develop processes, procedures and recommendations for the annual determination of course offerings and the designation of originating and remote site district locations.  
The NMITS Governance Council shall make the final determination of course offerings, and site locations on or before March 15th of each year.
- b. On or before April 1 (December 15 for second semester courses), of each year, the employer will post, in each participating district building, a list of classes to be provided via instructional television during the following school year. The list will indicate, with respect to each class, the districts that will be receiving same. The list will also identify the number and type of positions required to provide the classes listed. Each local Association President, if applicable, will be sent a copy of each posting.
- c. Teachers shall make their interest in teaching such classes known by sending notification of same to the Superintendent or designee in the posting school district.
- d. Assignments to telecommunications courses shall be made on a yearly or semester basis. Such positions shall be filled on the same basis as outlined in the local master contract of the originating district, except that the following process will be followed:
  - 1. The Employer will first attempt to assign an employee from among a volunteer pool

of bargaining unit employees.

2. If no qualified/certified volunteers are available, the Employer shall notify the Association. If no bargaining unit volunteers are identified by the Association within ten (10) weekdays (five weekdays for each full month prior to the beginning of a semester) after such notification, the Employer may assign an employee after providing telecommunication inservice training to an employee who is otherwise qualified.
- e. In all cases, teaching staff assigned to telecommunications classes who are regularly employed outside of the originating district shall remain the employee of their home district for purposes of salary, benefits and tenure. However, said teaching staff shall be subject to all other working conditions and policies of the originating district, including calendar and "Act of God" days procedures.

Such teachers shall have no contractual rights in other originating districts or remote site districts.

6. BROADCAST AND REBROADCAST

In accepting any assignment to teach a telecommunications course, the teacher assigned agrees to and acknowledges the following:

- a. A telecommunications class may be televised for other purposes by mutual consent of the teacher, the originating district, and when applicable, the local E.A. bargaining agent. Videotapes of telecommunications classes may be used for other purposes by mutual consent of the teacher and the originating district.
- b. Videotapes of a telecommunications class may be used for makeup work for all students currently enrolled in that telecommunications class or for in-servicing of existing staff.

7. DURATION REVIEW ENFORCEMENT AND FUTURE NEGOTIATIONS

- a. As an Appendix to the master contract, enforcement relative to alleged violations of the terms and conditions of the Appendix shall be subject to the originating district's master contract's grievance procedure.
- b. This Appendix shall be effective in a district upon ratification by the Board of Education and the recognized bargaining agent and shall remain in effect until June 30, 1995.

Negotiations of a successor Appendix shall commence on or before March 1, 1995.

- c. The parties agree it may be necessary to meet during the duration of this agreement to discuss issues not contemplated or addressed in this appendix or are not covered by the local collective bargaining unit agreements.
- d. Any changes during the term of this Appendix and any changes resulting from the negotiations of a successor Appendix are delegated solely to the representative bargaining committee of the NMITS Governing Council and the participating District Education Association's representative bargaining committee. Any modifications or successor Appendices are subject to the respective parties' ratification procedures.



## ARTICLE 41 - SCHOOL CALENDAR

1998 – 99

August	31	Teacher Work Day/No Students/Staff Development
September	1	First Day Students (1/2 day a.m.)
	4-7	Labor Day Recess – No School
	8	School Resumes
November	6	End of 1 <sup>st</sup> Marking Period (47 days)
	10	Parent-Teacher Conferences – 5:00-8:30 p.m. High School and Lakeland – School All Day
	11	Parent-Teacher Conferences – 5:00-8:30 p.m. Middle School and Mill Creek – School All Day
	12	Parent-Teacher conferences – All Buildings Times to be Announced – School All Day
	13	No School
	18	No Students/Staff Development Day
	26-27	Thanksgiving Vacation
December	23	December break begins at close of school day
January	4	Classes Resume
	21-22	Exams at high school – half day all buildings
	22	End of 1 <sup>st</sup> semester (44 days)
February	12 & 15	Mid-Winter Break – No School
March	2	Parent-Teacher Conferences – 5:00-8:30 p.m. High School and Mill Creek – School All Day
	3	Parent-Teacher Conferences – 5:00-8:30 p.m. Middle School and Lakeland – School All Day
	4	Parent-Teacher Conferences – All Buildings
	5	No School
	26	End of three 9 weeks marking period (42 days)
	26	Spring break begins at close of school day
April	5	School Resumes
May	31	Memorial Day – No School
June	11	Exams – same schedule as above
	14	Exams – same schedule as above
	14	Last Day of School (50 days)

Note 1: In addition to the two "Acts of God" days (snow, ice, fog, epidemics, etc.) permitted by the State of Michigan, three additional "Acts of God" days are included in this calendar. Therefore, if three (3) "Acts of God" days occur, the last day of school will be June 10 and if four (4) "Acts of God" days occur, the last day of school will be June 11. If more than five (5) "Acts of God" days occur, the last day of school will be adjusted accordingly. For example, if seven (7) "Acts of God" days occur, the last day of school will be June 16. However, in no event will the school year extend beyond June 30 as a result of "Acts of God" days. Teachers required to work on scheduled days will receive no additional compensation.



## ARTICLE 42 - JUST CAUSE AND PROGRESSIVE DISCIPLINE

### Section 1

No teacher shall be disciplined without just and reasonable cause.

### Section 2

Normally, a system of progressive and corrective discipline shall be applied to all teachers in the district. The following procedure shall be followed:

1. Discussion of the problem and verbal warning.
2. Written warning.
3. Suspension with pay.
4. Suspension without pay.
5. Dismissal.

In the event of a serious infraction, the administration may begin at any of the above steps appropriate for the nature of the offense.

## APPENDIX A - FINAL TEACHER EVALUATION SUMMARY

Evaluator \_\_\_\_\_ Evaluatee \_\_\_\_\_

Evaluator _____	Assignment _____
	1st year Probation _____
	2 <sup>nd</sup> year probation _____
	3 <sup>rd</sup> year probation _____
	4 <sup>th</sup> year probation _____
	Tenure _____

Date	Nature of Contact	Evaluator

Signatures are to be affixed on completion/review of the process, such as: observations, conferences, progress toward predetermined goals, establishing an individualized development plan, assessing the teacher's progress in meeting the goals of his or her individualized development plan, review of self-evaluation, etc.). Attached to this Final Evaluation Summary will be the following:

1. A narrative summary of teacher performance based on classroom and other work related observation, and conferencing between the evaluator and evaluatee. Teaching performance strengths and/or deficiencies will be indicated in this narrative summary.
2. A list of goals set for the year (including those identified in any individualized development plans) along with a narrative summary of progress in meeting those goals.

Signature of Evaluator \_\_\_\_\_ Date Signed \_\_\_\_\_

Signature of Evaluatee \_\_\_\_\_ Date Signed \_\_\_\_\_

### NARRATIVE SUMMARY OF TEACHER PERFORMANCE

### SUMMARY OF GOALS AND PROGRESS TOWARD PREDETERMINED GOALS, AND/OR AN ASSESSMENT OF THE TEACHER'S PROGRESS IN MEETING THE GOALS OF THE TEACHER'S INDIVIDUALIZED DEVELOPMENT PLAN.

EVALUATOR'S SUMMARY OF FEEDBACK RECEIVED THROUGH  
SELF-ASSESSMENT, EVALUATEE'S WRITTEN SUMMARY OF EVIDENCE OF PROGRESS TOWARD  
GOALS (MAY BE ATTACHED)

INDIVIDUALIZED DEVELOPMENT PLAN/PROFESSIONAL DEVELOPMENT PLAN

FOR:

\_\_\_\_\_

TEACHER STATUS: \_\_\_\_\_ PROBATIONARY YEAR \_\_\_\_\_ 1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4

*SIGNATURES ARE TO BE AFFIXED WHEN GOALS ARE AGREED UPON.*

\_\_\_\_\_  
(Teacher Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Administrator Signature)

\_\_\_\_\_  
Date

GOALS 1:

PURPOSE OF GOAL:

TEACHER PLAN:

*(Indicate evidence which will be submitted showing progress toward goal.)*

ADMINISTRATIVE SUPPORT

GOALS:

PURPOSE OF GOAL:

TEACHER PLAN:

*(Indicate evidence to be submitted.)*

ADMINISTRATIVE SUPPORT

## APPENDIX B EARLY RETIREMENT INCENTIVE

The Board shall offer an early retirement incentive for eligible teachers for the life of this Agreement, by assisting such teachers in the purchase of universal buy-in credit. The retirement incentive shall be offered in accordance with the following provisions:

1. The teacher must have served at least ten (10) consecutive years for the Elk Rapids School District.
2. The teacher must actually retire under the Michigan Public School Employees Retirement System.
3. The teacher must submit a letter of intent to retire by October 30. Such letter shall be revocable only if funds are determined to be unavailable under Article 37.
4. The teacher must make application for retirement and provide a written statement of resignation of their teaching position to the Board. The statement of resignation will indicate that the resignation is for purpose of retirement and state the effective date of resignation as the end of either the first or second semester.
5. The purchase of universal buy-in credit shall provide not more than thirty (30) years service credit except as provided for in section 8.
6. Except for those employees covered in section 8, there shall be a limit of five (5) employees, as determined by seniority, approved for Board purchase of universal buy-in credit per year, unless mutually agreed otherwise between the Board and the Association for good cause. The refusal to grant requests for universal buy-in credit beyond the first five (5) per year shall not be the basis of any grievance.
7. The teacher, through requesting Board payment to them for purchase of universal buy-in credit, agrees to accept such payment for purchase as waiver/satisfaction of any other claim for compensation (e.g. unemployment compensation, etc.) against the Elk Rapids School District.
8. The Board will purchase one (1) year of universal buy-in credit for any teacher who qualifies under sections 1 through 4 of this appendix and has thirty (30) or more years of service credit.
9. The Board will purchase not more than a total of twenty-four (24) years of universal service credit per year for the bargaining unit.

The above outlined early retirement incentive shall expire on August 31, 1999, and shall not continue beyond that date without the written mutual agreement of the Board and the Association.

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