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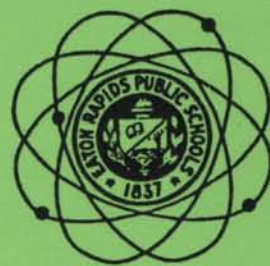
between

EATON COUNTY EDUCATION ASSOCIATION

and

EATON RAPIDS BOARD OF EDUCATION

July 20, 1988 ~ June 30, 1991



LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Eaton Rapids Public Schools

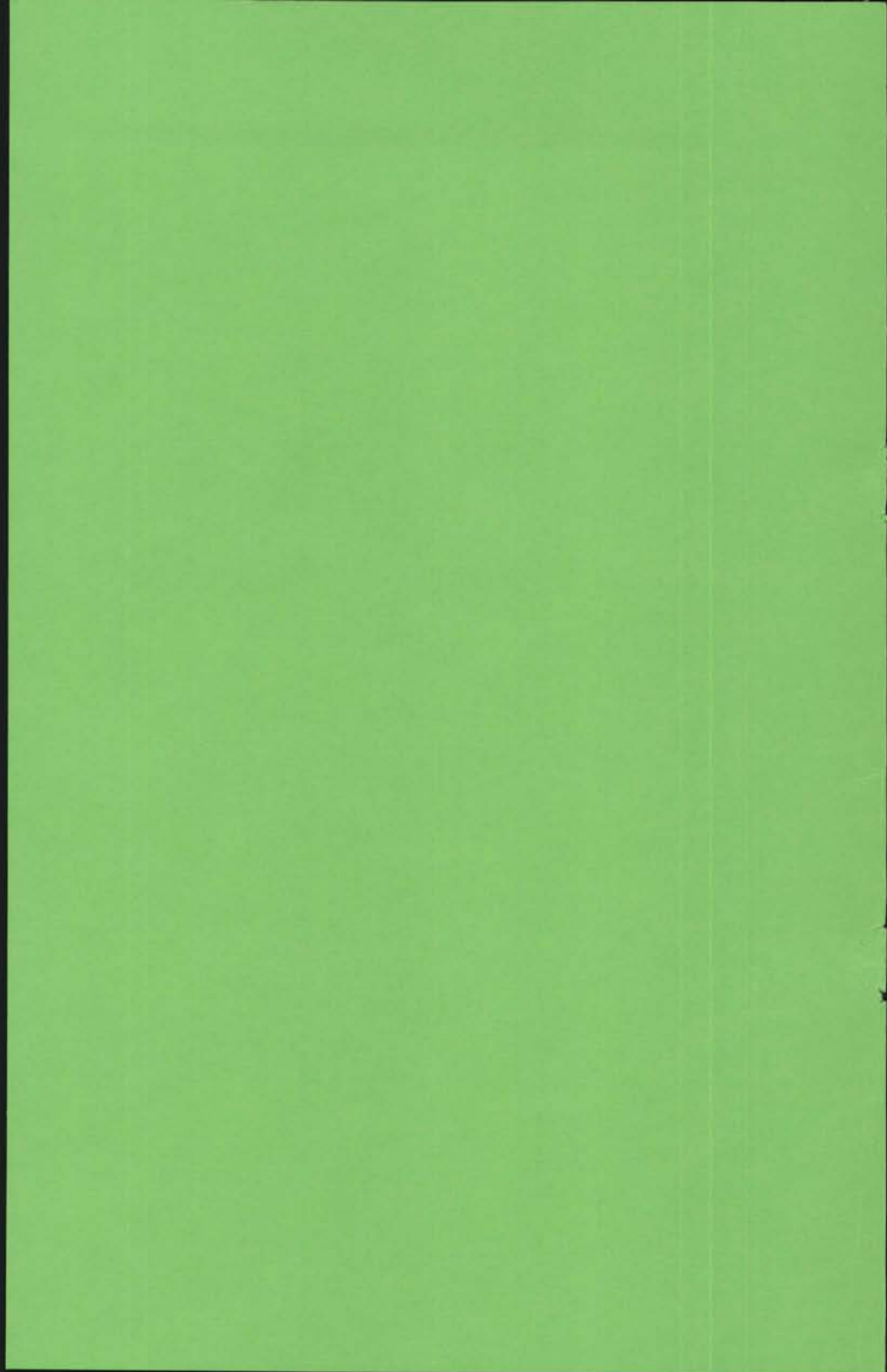


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AGREEMENT

This Agreement entered into this 20th day of July, 1988 by and between the Board of Education of the Eaton Rapids Public Schools, hereinafter called the "Board," and the Eaton Rapids County Education Association, MEA-NEA, hereinafter called the "Association."

WHEREAS, the Board and the Association recognize and declare that providing quality education for the children of the Eaton Rapids School District is their mutual aim, and

WHEREAS, the Board has a statutory obligation, pursuant to Act 336 of the Public Acts of 1947, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

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

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Eaton County Education Association, MEA-NEA, as the sole and exclusive bargaining representative for all certified teachers employed by the Board including school psychologists, but excluding supervisors, executives, continuing education teachers, substitutes, school nurses, and casual employees and all other employees.
- B. The term "teacher" when used in this Agreement shall refer to all employees of the Board of Education who are represented by the Association in the bargaining unit as above defined and reference to male teachers shall include female teachers. When the term "Association" is used it shall mean "teachers" included within the bargaining unit and/or its designated agents.

ARTICLE II - SCOPE OF AGREEMENT

- A. This Agreement shall be binding upon all teachers in the bargaining unit as defined in Article I of this Agreement, upon the Association, and upon the Board. In the event any provision of any individual contract with any teacher within the bargaining unit is found contrary to any provisions of this Agreement, this Agreement shall prevail and supercede such contrary provision(s) in the individual contract.
- B. This Agreement supercedes and cancels all previous agreements, verbal or written, or based upon alleged policies or practices, between the Board and its teachers or the Association, and constitutes the entire agreement between the parties. The binding contract between the Board and the Association shall be the one signed by the respective officers of the Board and the Association.

- C. This Agreement expressly embodies all agreements, written and oral, between the Board and the Association and is intended to cover all matters which were raised or could have been raised by either of the parties at the time of negotiations. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties may be subject to negotiation between them from time to time during the period of this Agreement. Such negotiations shall commence only upon mutual consent of both parties.
- D. Any amendment or agreement supplemental to this Agreement shall not be binding upon either party or the teachers in the bargaining unit unless negotiated, executed in writing and ratified by both parties hereto.
- E. This Agreement shall not be amended or modified through past practice by either party unless or until such practice is put in writing pursuant to Paragraph D.
- F. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association and the teachers of the bargaining unit, and in the event that any provision(s) of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE III - BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States.
- B. The exercise of its powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. The Board specifically reserves the right of free communication with any and all of its employees for the purpose of evaluating the functions and accomplishments of the school system.
- D. The District has the right to the executive management and the administrative control of the school system and its properties and facilities, except as indicated elsewhere by the specific and express terms of this Agreement.

- E. The Board reserves the right to hire, promote, layoff, discharge, or discipline for cause, and to maintain discipline, competence, and efficiency of employees. Further, establishing the educational program, curriculum, organization and structure of the schools of the District, location of schools, construction of school facilities, new pedagogical innovations, textbooks and instructional materials, prescribed courses of study, and the means of providing a comprehensive program to the residents of the District are the responsibility of the District. The Board has these rights except to the extent that such rights are limited by the specific and express terms of this Agreement.

ARTICLE IV - ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that all teachers shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The Board and Association agree not to discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership or non-membership in the Association, participation in any activities of the Association or collective bargaining with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association, its members and duly authorized representatives of the Michigan Education Association and National Education Association will have the right to use school buildings for meetings and to transact official Association business between the hours of 8:00 a.m. and 9:00 a.m. and from 3:30 p.m. to 10:30 p.m. in the elementary buildings, and between the hours of 2:30 p.m. and 10:30 p.m. in the secondary buildings, except on Saturday and Sunday. A building use form will be completed in the event of a general Association meeting. These times may be extended by permission from the Superintendent. In the exercise of this right, the Association shall schedule its meetings with the building principal, shall not displace any previously scheduled events or classes, and shall not interfere with or interrupt normal school operations.
- C. The Association shall have reasonable use of school-owned equipment for Association business when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use, and for the cost of repair of any equipment damaged through such use by negligence, neglect, improper care or operation of the equipment, tampering or failure to perform normal cleaning and maintenance operations incident to the use of the equipment and the facility. Reasonable shall be defined as use in accordance with past practice.
- D. Teacher bulletin boards, mail boxes, intraoffice and building, inter-office and building communications will be made available to the Association and its members for Association business. Teacher bulletin boards shall be those bulletin boards accessible only to the teachers and reserved for their use.

- E. The Board agrees to furnish the Association, in response to reasonable requests, and in accordance with the "Freedom of Information Act" information available on the district's finances, including but not limited to: annual financial reports and audits; budgetary requirements and allocations; Board agendas; names, addresses, certification, salaries, and salary level of bargaining unit members; membership numbers, together with information which may be necessary for the Association to process any grievance or complaint.
- F. The provision of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status.
- G. Association members who have been duly authorized by the Association shall have the freedom to move from school to school to conduct official business of the Association before and after the pupil's day provided it does not interrupt or affect normal school operations or assigned duties and such teacher has not been assigned elsewhere at such time. Each building office shall be notified of arrival and departure time.
- H. Copies of the proposed agenda of all Board meetings shall be sent to the Association Representative in each building at the same time they are distributed to the members of the Board.
- I. No views on matters relating to Administration-Teacher, Board-Teacher, or Board-Association relationships will be discussed in the presence of students in the building classrooms.
- J. Rest room facilities shall be made available in each school for adults only. At least one (1) furnished room shall be made available in each school for an employee workroom and/or lounge.
- K. Telephone and parking facilities will be made available to teachers.
- L. Teachers shall be made aware of any identified safety or health hazards in their buildings, and any investigations of identified building safety or health hazards.

ARTICLE V - DEDUCTION OF DUES OR REPRESENTATION BENEFIT FEE

- A. During the life of this Agreement, the Board shall deduct from the wages of teachers covered by this Agreement and remit to the Association, the National Education Association, and the Michigan Education Association, regular, periodic dues uniformly required as a condition of membership in these Associations, whenever, and only in such cases as the individual authorizes the Board to do so.
- B. Authorizations shall be in writing. Individual authorization forms are to be furnished by the Association and, when executed, filed by the Association with the Superintendent's Office. Authorizations, once filed with the Superintendent's Office, shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of a given year.

- C. The Board shall not be required to make the dues deduction for any teacher until after the authorization for such deduction has been on file in the Superintendent's Office for seven (7) days. Further, if a teacher's employment with the district is terminated and the teacher is subsequently rehired, a new deduction authorization shall be required.
- D. Except in cases where the Board has refused or otherwise fails to implement the provisions of this Article, the Association will indemnify and hold the Board harmless from any and all claims, damages, liabilities, costs and expenses, including court costs and attorney fees arising out of the deduction of dues and assessments or the termination of a teacher as provided in the provisions of this Article V.
- E. The Eaton Rapids Education Association shall certify to the Board in writing, prior to the beginning of each school year, the rate of membership dues for each of the associations named in Section A above which are to be deducted in that school year under such authorization. The amounts of the deductions for such dues are not subject to change during the entire school year.
- F. The deduction of professional dues, when properly authorized, shall be made from one regular paycheck each month for ten (10) consecutive months beginning in September and ending in June of each fiscal school year. Deductions for all teachers shall be made from the first paycheck each month, except September wherein the deduction will be made from the second paycheck, and remitted to the proper association in the same month.
- G. The Association agrees to reimburse any teacher for the amount of any dues deduction made by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.
- H. Membership in the Association is not compulsory. Employees have the right to join, or not join, as they see fit. Neither party shall exert any pressure on or discriminate against any teacher in regard to such matters.
- I. Membership in the Association and the payment of the Association's membership dues is separate and distinct from the payment of a Representative Benefit Fee as set forth in Sections J and K of this Article.
- J. The Board agrees that as a condition of continued employment all present and future employees within the bargaining unit shall either become and remain members in good standing in the Association to the extent of paying the regular periodic dues uniformly required, or shall pay to the Association an amount of money equal to that paid by the teachers who are members of the Association, limited, however, solely to the amount of money equal to the Association's regular and usual dues, but shall not include any special increases or other requirements of the Association for special support from its members in excess of regular dues:

1. Present teachers not members of the Association on the effective date of this Agreement shall, on or before the 31st day following the first day of school, become a member in good standing or sign and submit a Representation Benefit Fee form to the Association. New teachers hired after the effective date of this Agreement shall, on or before the 31st day following the first day of school or the day on which the teacher was hired, whichever date is later, become a member in good standing or tender the Representation Benefit Fee as is set forth above in this Section J.
 2. Teachers electing to pay the Representation Benefit Fee may authorize payroll deductions for such fee in the same manner as provided in Sections A through G of this Article or the teacher may pay such amounts directly to the Association at the times designated in Section F of this Article. The Association will provide the Board with the names of those teachers who pay such amounts directly to the Association.
 3. The Association shall accept into membership each teacher who becomes eligible to be a member of the collective bargaining unit and who tenders to the Association the periodic dues uniformly required as a condition of acquiring or retaining membership in the Association.
- K. Failure of a teacher to join the Association or pay the Representation Benefit Fee shall result, upon notification to the Superintendent of Schools by the Association of such failure, in the teacher being dismissed from employment by the Board within thirty (30) days after the hearing established in Paragraph 3. below.

The procedure in all cases of termination for violation of this Section shall be as follows:

1. The Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall further advise the recipient that a request for termination may be filed with the Board in the event compliance is not effected. A copy of said notice will be simultaneously mailed to the Superintendent's Office.
2. If the teacher fails to comply, the Association may file charges in writing with the Board and shall request termination of the teacher's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges to determine if the Representation Benefit Fee has been paid. In the event of compliance at any time prior to termination, charges will be withdrawn. The Association agrees not to discriminate between persons who have refused to pay the Professional Dues and/or Representation Benefit Fee.

- L. Teachers who are not actively employed (e.g. layoff, unpaid leaves of absence, etc.) are not subject to the terms of this Article.
- M. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, MEPSA options, or any MESSA insurance options beyond which the Board provides in Article XV. The Association will provide a company which will act as a clearinghouse for all annuity companies and the Board will mail all annuity monies to said company.

ARTICLE VI - GRIEVANCE PROCEDURE

- A. A grievance is a matter involving the violation of a specific article or section of the Agreement, or any rule or regulation of the Board dealing with wages, hours or working conditions.
- B. Any teacher, or representative of the Association, having such a grievance shall discuss the matter with the school Principal, with the object of resolving it informally, before initiation of the formal grievance procedure. The Association Building Representative may also be present, but only if requested to be present by either the teacher or the Principal.
- C. In the event the matter is not satisfactorily resolved, the following procedure shall be followed:
 - 1. Step One - Appeal to the Principal
 - a. The grievance shall be reduced in writing within ten (10) working days of the informal discussion with the Principal, signed by the teacher or teachers involved and by the Association Building Representative, and submitted to the Building Principal.
 - b. The written grievance shall specify the facts giving rise to the grievance, the Article and Section of this Agreement allegedly violated or the Board rule or regulation allegedly violated, the time and place of the informal discussion with the Building Principal, and relief requested.
 - c. The Building Principal shall submit an answer in writing within five (5) working days of his/her receipt of the written grievance. One (1) copy of this decision shall go to the grievant(s) and one (1) to the Association Building Representative.
 - 2. Step Two - Appeal to the Superintendent
 - a. Within ten (10) working days after receiving the decision of the Principal, the aggrieved teacher(s) may appeal to the Superintendent of Schools. The appeal shall be in writing and shall contain the reasons for the appeal.

- b. Within ten (10) working days after receipt of the appeal, the Superintendent shall investigate the grievance, including giving the aggrieved teacher(s) and Association Representative a reasonable opportunity to be heard, and render his/her decision in writing. A copy of his/her decision shall be delivered to the teacher(s) involved, the Association Representative, and the school Principal.
3. Step Three - Appeal to the Labor Relations Committee
 - a. The Association may appeal the decision of the Superintendent on any grievance to the Labor Relations Committee. All Step Three meetings between the parties will be scheduled and held so that the thirty-one (31) day time limit established in Step Four is met. The only deviation from this timeline requirement will be by the mutual agreement of the Board and the Association.
4. Step Four - Appeal to the Board of Education
 - a. Within ten (10) working days after receiving the decision of the Superintendent, the aggrieved teacher(s) may appeal to the Board of Education. The appeal shall be in writing and shall contain the reasons for the appeal and a copy of the Superintendent's decision at Step Two.
 - b. Within thirty-one (31) working days after receipt of the appeal, the Board shall investigate the grievance, including giving the aggrieved teacher(s) and an Association Representative a reasonable opportunity to be heard, and render its decision in writing. A copy of the Board's decision, in writing, shall be delivered to the teacher(s) involved, to the Association Representative, and to the school Superintendent.
5. Step Five - Appeal to Arbitration
 - a. If a grievance is not satisfactorily adjusted, and if it involves an alleged violation of a specific Article and Section of this Agreement, the Association or the Board may, within ten (10) working days after the decision in Step Four is rendered, submit the grievance to arbitration. Grievances which do not involve alleged violations of a specific Article and Section of this Agreement may be processed through Step Four, but will not be arbitrable.
 - b. The submission to arbitration shall contain a statement of the issues to be arbitrated and references to the specific Article and/or Section allegedly violated. Parties shall attempt, within ten (10) working days after the receipt of notice of submission, to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the

specific period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.

- c. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in writing, setting forth his/her findings and conclusions in a case of an alleged violation of a specific Article and Section of this Agreement.
 - (1) He/she shall have no power to add to, or subtract from, alter, or modify any of the terms of this Agreement.
 - (2) He/she shall have no power to rule on any matter involving the failure to re-employ a probationary teacher or the placing of a teacher on a third year of probation, nor shall he/she rule on a matter involving the assignment of a teacher to a co-curricular pay schedule activity.
- d. At the time of the arbitration hearing, both the Board and the Association shall have the right to examine and cross examine witnesses. Upon request of either the Board or the Association, or the Arbitrator, a transcript of the hearing shall be made. The Board and the Association will have the opportunity to purchase their own copy. At the close of the hearing the Arbitrator shall afford the Board and the Association a reasonable opportunity to furnish briefs.
- e. The fees and the expenses of the Arbitrator and the fees and expenses of the arbitration shall be shared equally by the Board and the Association. The expenses of, and the compensation for, each and every witness and representative for either the Board or the Association and the expense of any transcript shall be paid by the party or parties requesting the transcript or the party or parties producing the witness or having the representative.
- f. The Arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by the Agreement, shall be final and binding upon the Association, the employee or employees involved, and the Board.

D. Processing of Grievance and Appeals:

Any grievance or any appeal of any grievance not properly processed within the proper time periods as stipulated in this Article shall be considered settled on the basis of the last answer given by the respective school authority. Notwithstanding anything herein, all grievances must be reduced in writing within ten (10) working days after the informal discussion with the Principal.

- E. Grievances arising under this Article shall be processed during non-teaching hours unless mutually agreed otherwise.
- F. No grievance shall be filed by any teacher after the effective day of his/her resignation.
- G. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - 1. The termination of services or failure to re-employ any probationary teacher.
 - 2. The placing of a non-tenure teacher on a third year of probation.
 - 3. Any claim or complaint for which there is another remedial procedure or form established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act (Act 4, of Public Acts, Extra Session, of 1937 of Michigan, as amended).
 - 4. Assignment or reassignment of the co-curricular schedule.
- H. There shall be one (1) Association Representative for every high school, middle school, and grade school building.
- I. Notwithstanding anything herein, all grievances must be reduced to writing within fifteen (15) working days after the occurrence of the alleged violation.
- J. Claims involving financial liability will be limited in retroactivity to a period of fifteen (15) working days from the date on which the grievance was filed, except in the case of a payroll error or in bona fide cases where affected individuals could not have had knowledge of the cause for complaint.
- K. By mutual agreement, expedited Arbitration may be used in Step Five of the grievance procedure. Rules of the American Arbitration Association for expedited Labor Arbitration would be used.
- L. Association or class action grievances involving more than one building may be initiated at Step Two of the procedure.

ARTICLE VII - NEGOTIATION PROCEDURE

- A. In any negotiations between the parties, neither party shall have any control over the selection of the bargaining representatives of the other, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that bargaining representatives of each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations, subject only to such final ratification.

- B. The designated Association Representative and the building administrator of each building will meet periodically to review the administration of the contract and to resolve problems which may arise. Such meetings will be on a building level and are not intended to bypass the grievance procedure.

ARTICLE VIII - TEACHING CONDITIONS

A. Hours and Workload

1. Teachers will be expected to be in their buildings from 7:45 a.m. to 3:15 p.m. in the Middle School and the High School buildings and elementary buildings from 8:00 a.m. to 3:30 p.m.
 - a. Teachers shall leave school no earlier than the above times except that, on Friday and the day preceding a holiday, secondary teachers may leave their building fifteen (15) minutes sooner than the above hours; elementary teachers may report for work on Fridays and days preceding a holiday no later than 8:15 a.m.
 - b. Teachers will also be excused after classes are dismissed for the purpose of attending a general Eaton Rapids Education Association meeting or an executive board meeting of the Eaton Rapids Education Association.
2. Teacher contact time with students shall have the following limitations:
 - a. Middle School and High School teachers' work schedules shall not exceed twenty-five (25) hours of student contact time per week. Normal passing times to and from class shall be included when computing total contact time.
 - b. Middle School and High School teachers will have five (5) assigned preparation periods per week or be compensated therefore as specified in other portions of this contract.
 - c. The normal weekly teaching load (periods of instruction) shall be twenty-five (25) hours in the Middle School and the High School.
 - d. Elementary teachers' work schedules shall not exceed twenty-five (25) hours of student contact time per week. The two (2) fifteen minute recesses per day shall be included when computing contact time.
 - e. When specialists (music, physical education, library, etc.) assume control of the classroom, elementary teachers may use that time for preparation.

3. The Board will continue to endeavor to maintain an adequate list of substitute teachers. The Board will endeavor to continue its practice of allowing a team-teaching group, upon the approval of the Building Principal, to elect not to have a substitute in a case of a team member's absence. In such event, the substitute's pay will be given to the team-teaching areas.
4. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least thirty (30) minutes or a lunch period equal in length to that of their students, whichever is greater.
 - a. Assignment of a teacher to noon hour supervision shall immediately precede or immediately follow the scheduled thirty (30) minute lunch period. Only in cases of emergency will such supervisory assignment interrupt the thirty (30) minute lunch period.
 - b. Assignment of a teacher to noon hour supervision for any time beyond ten (10) minutes shall be compensated at the rate of \$12.00 per hour or a prorated portion thereof when the assigned time is less than thirty (30) minutes.
 - c. The administration shall provide the teacher with the appropriate form for the purpose of calculating compensation.
 - d. Participation in the High School lunch program shall be voluntary.
5. Teachers shall not be assigned to supervise recesses or lunch periods except during inclement weather days. The schedule of assignments for inclement weather days shall be mutually developed between the administrator and staff of each building. After the 1985-86 school year, if the decision is made after the action required in Article VIII., Paragraph F., to reduce aides, the elementary teachers will assume recess and lunch supervision on a rotating basis provided that there will be no more than two (2) teachers assigned to playground supervision at Union Street and Southeastern elementary schools, and no more than three (3) at Northwestern Elementary School for any one (1) period.
6. While it is understood that the administration may schedule teachers' meetings during such times as selected by the administration, it is agreed that affected teachers will be notified of the meeting by the preceding school day. In addition, teachers will be notified of any changes which affect the normal student schedule by the close of the preceding school day. This provision will not apply in the event of emergencies or unforeseen circumstances.
7. Within the first month of each school year, administrators and designated evaluators will meet with the teacher(s) for whom they are responsible to provide and discuss written building policies and procedures.

B. Assignments

1. Class sponsorship will be voluntary whenever possible. If the positions cannot be filled on this basis, they will be assigned by the Principal.
2. Club sponsorship will not be assigned to the teacher. These sponsorships shall be filled by the teachers on a voluntary basis without extra remunerations.
3. Secondary teachers shall not be required to attend assemblies during their preparation period. Elementary teachers shall not be required to attend assemblies during their regularly scheduled preparation period. Arrangements with other teachers for supervision of students will be made if necessary.
4. Elementary teachers will not be required to supervise or instruct physical education.
5. Assignments of elementary aides will be determined by the Building Principal following discussion with the teacher(s) involved.
6. Teachers shall be notified of their teaching assignments for the next school year no later than May 31 each spring. Such notice is tentative and may be changed for specific reasons. Should it become necessary to change assignments, the teacher(s) involved shall be notified as soon as possible. After August 15, should three or more preparations of a teacher's schedule be changed, that teacher shall be provided with two (2) weeks notice before the effective date of the change.
7. Teachers shall not be assigned administrative and/or supervisory duties in lieu of normal class assignments when it adversely affects class size. This language will not be interpreted to bring about the unnecessary layoff of any teacher.
8. The Middle School Teacher Advisory Group or reasonable facsimile will operate under these conditions. These are: (1) a TAG size not to exceed seventeen (17) students per TAG; (2) one intramural coordinator and two intramural instructional personnel (these three are not assigned a TAG); (3) one TAG coordinator released a minimum of one instructional period per day; (4) a minimum TAG period of twenty-five (25) minutes per day unless mutually agreed on by Administration and Middle School faculty; (5) teacher input into the ongoing development of the TAG program.

If financial conditions or teacher assignments create TAG class sizes exceeding seventeen (17), and the Board (or its designee) and Middle School faculty cannot mutually agree to an interim method to continue TAG, the TAG program ceases to be a contractual obligation.

- C. The parties recognize that smaller class size may have some bearing upon the quality of educational services offered and agree to continue their efforts in achievement of this goal. The Board of Education agrees to balance class size among grade levels, and subject areas, taking into account students diagnosed as having special needs, as well as the number of teaching stations, equipment, and facilities available.

At no time shall a class exceed the reasonable physical limits of the classroom, lab facility or number of work stations available and equipped for students. The parties agree these limits are ideal for optimal instruction and student learning.

1. Elementary Class Limits:

<u>Grade Level</u>	<u>Class Size</u>
Kindergarten	22 Students per Class
1st Grade	22 Students per Class
2nd Grade	22 Students per Class
3rd Grade	24 Students per Class
4th Grade	24 Students per Class
5th Grade	24 Students per Class

2. Middle School and High School Limits:

<u>Subject</u>	<u>Class Size</u>
Language Arts	25
Social Studies	25
Mathematics	25
Science	25
Business	25
Typing	25
Art	25
Industrial Arts	20
Drafting	20
All Other General Education	25
Physical Education	30
Vocal Music	Unlimited
Instrumental Music	Unlimited
Teacher Advisor Groups	17

3. In striving to meet these ideals, the following limits will be placed upon general education classes and will be in full force and effect for the duration of this contract: Class size shall not exceed 30 students in 1989-90 and 29 students in 1990-91.
4. The numbers of mainstreamed special education students placed in a general education class shall be limited to six (6) per class.

D. Materials and Supplies

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The teachers and principals involved shall confer from time to time for the purpose of improving the selection and use of such educational tools. Teachers are encouraged to make recommendations to their principals. The Board agrees at all times to keep the schools equipped and maintained.

1. The Board will endeavor to provide improved student and teacher reporting services through the use of available technology.
2. Classrooms shall be equipped for the subject(s) taught.

E. Professional Study Committee

1. There shall be a Professional Study Committee established which shall be composed of six (6) members. Three (3) shall be selected by the Board of Education and three (3) shall be selected by the Association, one of whom will act as chairman of the Committee.
2. The Committee will review Board policies and will recommend additions and deletions in order to keep District policies current.
3. The Committee may accept special tasks by the Board or the Association for investigation, study and recommendations for action by the Board.
4. Meetings will be scheduled at such times as are mutually agreeable to the members of the Committee.

F. Program Changes

It is understood that the nature of District finances may create the necessity to reduce various elements within the total school program. It is the desire of the Board and the Association to work cooperatively in making recommendations for reductions of the school program. It is not the intent of the parties to predetermine recommendations for program reductions until the entire program has been reviewed and the opportunity for program review between the Board and the Association has been accomplished. However, the Board of Education retains the right to make the final decision.

G. Academic Freedom

Both the Board and the Association, recognizing the importance of seeking to inspire students to develop respect for truth, a recognition of individual freedom, social responsibility and the democratic tradition and an appreciation of individual personality, shall work together to create and preserve an atmosphere which is free from censorship and artificial restraint and in which academic freedom for

teacher and student is guaranteed. No special limitation shall be placed on study and investigation of facts and ideas concerning man, human society, the physical and biological world or other branches of learning within curriculum guidelines approved pursuant to this Agreement.

Per 600.2165, teachers enjoy privileged communications in their work. Individual teacher's records, planning materials, notes, etc., shall only be released to school personnel who demonstrate a need to know, unless the Board's attorney has furnished a written legal opinion to the EREA stating that the release of such information to non-school personnel is required by law.

All ideas created or developed by a teacher which are subject to a copyright, patent, or some form of recognition (paid or unpaid) are the sole property of said teacher.

It is understood by the Board that the evaluation of student performance is the responsibility of the teacher. No grade or test score will be modified or overruled unless the evidence shows that the grade assigned by the teacher or test score was motivated by malice or bad faith or there is no rational basis for the assigned grade as provided under the established grading procedures of the school district.

Changes in a grade or test score will not be made by the administration until a conference is held between the teacher and administrator. Before a grade is changed (and following the initial teacher/administrator meeting) a teacher may request a meeting involving the appropriate EREA Representative, Superintendent, teacher, and appropriate building level administrator.

ARTICLE IX - TEACHER EVALUATION

A. Introduction

1. Evaluation is a process whereby the effectiveness of the professional staff member is appraised in relation to predetermined goals and objectives, his/her own personal competencies, teaching conditions and administrative procedures.
2. This evaluation shall recognize the worth of the individual and his/her unique role in education and must serve to support and lend positive direction toward individual and group effectiveness.
3. This evaluation must serve to foster self-improvement and be a vital part of the total school plan to improve the goals of education, the instructional process, and the educational product.

B. Purpose of Evaluation

1. The first purpose is the use of the evaluation to improve instruction.

2. The second purpose of the evaluation is to fulfill the obligations of the Board of Education as stated under the Teacher Tenure Law.

C. Procedures for Evaluation

1. Upon employment, or at the beginning of the school year, the building administrators and designated evaluators will meet with the teacher(s) for whom they are responsible to discuss the criteria for evaluation. Further, each teacher shall be notified of his/her responsibilities.
2. Written evaluations shall be done on the form attached to this contract as Appendix C.
3. The immediate supervisor shall have the final responsibility for evaluating the staff members directly responsible to him/her. The immediate supervisor shall be the administrator designated by the Superintendent.
4. An administrator, other than the immediate supervisor, may participate in the evaluation of teachers who are assigned to that administrator's subject area specialty and/or area of responsibility. Such participation will be accomplished in conjunction with the immediate supervisor. Any evaluation made by such administrator will be presented through the immediate supervisor. All administrators active in the evaluation process shall sign the formal evaluation document.
5. All monitoring and observation of a teacher shall be conducted openly and with the teacher's knowledge.

D. Evaluation Procedures for Teachers

1. At least two evaluations (Appendix C) shall be forwarded to the Superintendent annually, for all persons having probationary status. After having attained tenure, the teacher shall be evaluated every three (3) years. Additional evaluations shall be made in cases where there are major changes in assignment or noted changes in teacher effectiveness. The evaluator shall have made one or more classroom visitations for every teacher under evaluation, and after each recorded observation, there shall be a conference between the evaluator and the evaluatee. Said conference shall be held within a reasonable time.
2. The first evaluation for probationary teachers shall be completed and reports filed with the Superintendent no later than noon of the day before winter recess. The second report shall be submitted by the first Wednesday in March. The final evaluation report for tenure teachers shall be submitted on Appendix C no later than June 1.
3. Formal classroom observations shall be a minimum of thirty (30) minutes and shall not be scheduled on days immediately following or preceding holidays or vacation periods.

4. Within ten (10) working days after the evaluator's observation, the evaluator shall have a conference with the employee to review the written evaluation.
5. An employee may attach a written reply to the evaluation within ten (10) working days of receipt of the evaluation. Where an evaluation contains a "Required Improvement Plan," the teacher may request an additional observation by another administrator. In absence of agreement between the teacher and the primary evaluator, the Superintendent shall appoint the administrator to conduct the additional observation.
6. The final evaluation report will consist of statements of the evaluator concerning the evaluatee's performance relative to the Goals for Performance.
7. A check on "Not Acceptable" of Appendix C will require implementation of Instructional Improvement Procedures.

A check on "Needs Strengthening" of Appendix C will require a written statement as to the status of the concern indicated within one (1) calendar year.

E. Teachers with Identified Performance Deficiencies

The instructional improvement procedure shall be implemented for teachers who have been placed on controlled evaluation status. It may also be implemented in the event that the evaluator has identified problems which, if not resolved, may lead to a recommendation of third year probation, termination, or disciplinary action.

- F. Three (3) copies of the written evaluation shall be submitted to the teacher; two (2) copies to be signed and returned to the administration, one (1) copy to be retained by the employee. The teacher's signature indicates receipt of the evaluation only.
- G. Each teacher shall have the right, upon request, to review all evaluation material and the contents of his/her personnel file. An Association Representative may, at the teacher's request, accompany the teacher in said review.
- H. Documents of a disciplinary and/or evaluative nature shall be signed and dated by the teacher prior to being inserted into the personnel file.
- I. A teacher that receives an overall recommendation resulting in the issuance of an "Instructional Improvement Procedure" or a recommendation of non-renewal shall be granted a hearing with the Superintendent upon request to review alleged erroneous data as reflected in the teacher's attached comments to the evaluator.
- J. Additional provisions for the evaluation procedures for probationary teachers appointed after the beginning of the school year:

1. Teachers contracted on or before the first day of October will have the same evaluations for the school year as teachers appointed on or before the first day of September.
 2. Teachers contracted with an effective date of on or after the second day of October but before the third Monday of October:
 - a. First evaluation to be completed forty-five (45) school days after effective date of contract.
 - b. Appendix C submitted to Superintendent's Office fifteen (15) school days after the evaluation is completed.
 - c. Second evaluation on the second Friday of February.
 3. Teachers contracted effective the third Monday of October and on or before the second Friday of January will have one evaluation to be completed by the second Friday of February.
 4. Teachers contracted effective the second Monday of January and on or before the third Friday of March will have one evaluation to be completed thirty (30) school days after the effective date of contract.
 - a. Appendix C is submitted to Superintendent's Office fifteen (15) school days after evaluation is completed.
 5. Teacher contracted on or after the third Friday of March will not have any formal evaluation during that school year. If they are reappointed for the following school year, they will be evaluated in accordance with the evaluation policy for that year. Final evaluation to recommend for contractual status should be completed one hundred and twenty (120) calendar days prior to the anniversary date they become eligible for tenure.
- K. The role of the Board of Education --- The final decision on the employment of school personnel and their continuance rests with the Board of Education. In any matter related to the public schools of Eaton Rapids, the Board of Education is the final court of appeal. The Board of Education will make decisions on teacher tenure in accordance with the provisions of the Teacher Tenure Act.
- L. Instructional Improvement Procedure
1. Orientation

The evaluator will provide a general orientation of the Instructional Improvement Procedure for teachers coming under this procedure.
 2. Identification of Areas Needing Improvement

The evaluator must provide the evaluatee with a written statement identifying the problem and expectations for improvement of performance.

3. Development of Improvement Plan

The evaluator will develop a written plan to improve performance in the area(s) identified.

4. Providing Assistance

The evaluator will assist the teacher in acquiring resources which may be necessary to alleviate the problem. Such resources may include printed materials, other staff members with expertise in the problem areas, etc.

5. Observations

The evaluator will make observations sufficient in number to enable him/her to develop perceptions of the teacher's performance relative to the goals of performance and progress toward any areas which may have been identified in which improvement is desired.

6. Conferences

Conferences between the evaluator and evaluatee will be sufficient in number in order to accomplish the following tasks:

- The evaluator shall provide the evaluatee with frank perceptions of the evaluatee's performance.
- The evaluator shall advise the evaluatee of any identified areas of performance in which improved performance is necessary, desired, and/or encouraged.
- The evaluator and evaluatee shall discuss any needed provision for assistance to the evaluatee.

7. Monitoring Progress and Providing Feedback

The evaluator and evaluatee shall meet monthly (more frequently by mutual agreement) to discuss the progress and performance of the evaluatee.

8. Final Tenure Evaluation Report (by June 1); Final Probation Evaluation Report (1st Wednesday in March)

In the event that the final evaluation report contains a recommendation that the teacher be placed on controlled evaluation status for the following school year, the teacher shall be advised in writing of the reasons for that recommendation.

The final report (Appendix C) shall be submitted to the Superintendent no later than the first day of June. (In the event a recommendation for dismissal is made, Appendix C is to be submitted by the first Wednesday in March.)

ARTICLE X - TEACHER PROTECTION

- A. The Board recognizes its responsibilities to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in his/her classroom.
 - 1. A teacher may send to the Principal and/or request the removal of a pupil from his/her class or classroom when the grossness of the offense, the persistence of misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In each case, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, but in no event later than the close of the school day, a signed statement containing the full particulars of the incident.
 - 2. Building principals will provide their teachers with copies of all policies involving student suspension and expulsion for reasons of unexcused absence and/or tardies. When a student is suspended or expelled for unexcused absences and/or tardies, affected teachers involved with such student will be notified of such action within one (1) school day.
- B. It shall be the responsibility of the teacher to report to his/her Principal the name of any student who, in the opinion of the teacher, needs assistance from skilled personnel. The teacher shall be advised by the Principal of the disposition of the teacher's report that a particular student needs such assistance.
- C. Any assault by a student upon a teacher in connection with the teacher's employment shall be immediately report to a Principal or the Superintendent. Whenever a teacher is absent from school as a result of personal injury caused by an assault arising out of an in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any worker's compensation paid for temporary disability due to said injury) for the period of such absence not to exceed ten (10) school months. The Board may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence from the teaching assignment. As soon as such teacher is physically able to return to work, he/she shall be restored to his/her previous position or an equivalent position.
- D. A teacher shall, at his/her request, be entitled to the presence of an Association Representative when called to the office of an administrator for the intended purpose of being officially reprimanded or disciplined regarding any infraction of rules or delinquency in teaching performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, provided that the Principal, in any and all instances may also request that the Association Representative be present on any disciplinary matter.
- E. Written reprimands which are placed in a teacher's personnel file shall first be signed and dated by the teacher. Should a teacher disagree with the contents of the reprimand being placed his/her file, he/she may have his/her written objections attached to such reprimand.

- F. No teacher shall be disciplined in any arbitrary or capricious manner. The basis for such discipline shall be made available to the teacher if requested.
- G. The Board recognizes a policy of progressive discipline. It is recognized by the Association and the Board that discipline may necessitate a more severe form according to the grossness of the action.
- H. Valid complaints directed against a teacher will be brought to the attention of the teacher. Any complaint made against a teacher which is written and placed in the teacher's personnel file shall be first initialed and dated by the teacher.
- I. Upon request, a teacher shall have the right to inspect his/her Central Office personnel file. The request shall be made with Central Office during reasonable working hours and days. The inspection must be made in the presence of the administrator responsible for the safekeeping of the files. Privileged information, such as credentials and related personal references obtained at the time of initial employment, which the Board deems to be privileged, are specifically exempted from such inspection. The administrator may remove such privileged information from the file prior to the inspection of the file by the teacher.
- J. All contents of a teacher's personnel file are confidential and shall not be released if said release would be an invasion of privacy or violation of current law. Personnel file information shall not be stored on any computer with unsecured access.

ARTICLE XI - LEAVES OF ABSENCE

A. Paid Leaves

- 1. All permanent, full-time teachers shall earn sick leave at the rate of twelve (12) days per year. Eligible teachers employed by the Board after the opening day of school or those who do not teach the full school year shall earn a prorated portion of the above leave.
 - a. Sick leave days shall be cumulative from year to year up to a maximum total of one hundred and twelve (112) days for the 1988-89 school year and one hundred and twenty-four (124) days for the school years 1989-90 and 1990-91. The Board will furnish a written statement to each teacher at the beginning of the school year stating the number of days of sick leave that the teacher has accumulated.
 - b. Sick leave shall not be taken by an employee at his/her discretion, but shall be allowed only in case of necessity in the event of personal illness and illness of spouse, children, sibling, parents, parents-in-law, or persons not of the previous relationship living within the household for whom the teacher has some custodial responsibility

and such illness necessitates the absence of the teacher from work. The Superintendent shall have discretion for approval of leave days for illness of persons not living within the household for whom the teacher has some custodial responsibilities and such illness necessitates the absence of the teacher from work.

- c. In case an illness necessitates the teacher's absence from work, this absence shall be reported by telephone before 7:00 a.m. Teachers shall be informed of a telephone number they may call before this hour to report unavailability for work. In order to receive compensation while absent on sick leave, the teacher must meet the rules of eligibility set forth in this Agreement and must report the nature of the illness on the form provided by the Board.
 - d. Prolonged Disability - A prolonged disability shall be defined as absence from work for five (5) consecutive days or more. Any teacher shall notify the Building Principal upon his/her determination that the period of absence will be five (5) or more days so that further arrangements may be made with the substitute to assure better continuity of education. The notice shall contain the anticipated number of days of absence.
 - e. Anticipated Prolonged Disability - Any teacher that can anticipate a prolonged disability (such as scheduled surgery, other confinement to home or hospital including maternity) shall notify the Building Principal in writing as soon as possible. The notification shall contain the projected dates of confinement. It is understood that use of sick leave shall be only for the duration of the actual incapacity and the Board reserves the right of written verification and/or consultation with or from the teacher's physician. In cases of childbirth, notification shall be at least thirty (30) calendar days in advance of the projected period of confinement.
2. Other leaves of absence with pay will be granted for the following reasons and subject to the following limitations:
- a. Up to a maximum of five (5) days per school year will be granted for death in the teacher's immediate family. For purposes of this section, immediate family shall be defined as grandparents, grandparents-in-law, parents, parents-in-law, spouse, children, grandchildren, siblings and other persons living within the household for whom the teacher has custodial responsibility.
 - b. A maximum of two (2) days per school year will be granted for a death outside the immediate family when approved by the Superintendent or by the Principal if the Superintendent cannot be reached.

- c. A leave of absence will be granted when a teacher is called for jury service, provided the teacher remits directly to the Superintendent of Schools all monies received for such service less reimbursed mileage and meal costs.
- d. A leave of absence will be granted for a court appearance as a non-party witness in criminal proceedings or when named as a party defendant in a suit incident to the teacher's employment, provided that the teacher remits directly to the Superintendent of Schools all monies received for such appearances, less reimbursed mileage and meal costs.
- e. Professional Development - The District Curriculum Committee shall be empowered to decide, upon application from a teacher, the granting of leave for visitation to other schools and attendance at educational conferences or conventions (including Association meetings).

The Curriculum Committee is also responsible for making information on conferences, conventions, seminars, clinics, etc. available to all members of the teaching staff.

- f. A leave will be granted for administrator approved applying for, or registration for college classes or counseling with a college advisor in the teacher's major field no more than once a year on a half-day basis.
- g. A leave will be granted for the time necessary to take the Selection Service physical examination.
- h. At the beginning of every school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used at the discretion of the teacher provided that the personal business for which the leave is granted cannot be conducted on other than a school day.

An additional one (1) day to be used for the teacher's personal business may be granted at the discretion of the Superintendent.

A teacher planning to use a personal leave day shall notify his/her Principal at least one (1) day in advance, except in case of emergency. Personal leave under this paragraph shall not be granted with pay for any day which falls within two (2) days from the beginning or from the end of any holiday or school vacation period, except in cases of emergency. The Association shall be responsible for deciding whether or not it was an emergency.

- i. A maximum of four (4) days per school year may be granted by the Superintendent for personal or business reasons, provided that the personal activity or business for which the leave is granted cannot be conducted on other than a school day, and provided further, that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the cost to the Board of providing a substitute.

B. Unpaid Leaves

1. Upon written application to the Board of Education by a teacher whose personal illness or disability has extended beyond the period compensated upon Article XI, the Board of Education shall grant, without pay, a leave of absence for such time as is necessary for complete recovery from such illness up to a maximum of one (1) calendar year.
2. Family Care Leave: A one (1) year leave of absence shall be granted to any (male or female) teacher for the purpose of family (family as defined in Article XI A. 1. b.) care. Such leave shall start upon request of the teacher subject to the following conditions:
 - a. At least thirty (30) days prior to the beginning of the leave, a teacher shall apply to the Board.
 - b. The application shall be in writing and request specific beginning and ending dates of the leave. A physician's statement must be attached to the application specifying the direct health care need of the family member to be cared for.
 - c. The Board reserves the right to specify the beginning and ending dates of the leave to correspond with the beginning or ending of a school year, semester, or marking period except the same shall not be in conflict with the physician's statement of health.
 - d. Any family care leave granted will be without pay, however, the teacher, upon return from the leave, shall have all previous benefits of this contract restored to him/her, but shall not accumulate any benefits while on such a leave.
 - e. The provisions of a family care leave shall not exempt a teacher from the provisions of the layoff procedure contained in this contract, except the Board shall not be required to give notice of layoff for the duration of the family care leave.

- f. If a teacher does not return to teaching upon the expiration of the leave, he/she shall conclusively be deemed to have resigned.
 - g. An extension of the family care leave will be granted to a teacher upon written recommendation of his/her physician to the Superintendent.
 - h. A teacher may make written application to the Superintendent for reinstatement prior to the expiration of the leave. However, the Board of Education reserves the reasonable right to approve accelerated termination of family care leave on the basis of each individual case.
3. Teachers who are elected officers of the Michigan Education Association may be given a leave of absence without pay for the purpose of performing duties for the Association, providing that no such leave shall exceed one (1) year.
 4. An employee on military leave of service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements and the applicable laws of the United States. Teachers on military leave shall be given the benefit of any salary increments.
 5. The Board shall grant a leave of absence for one (1) term of office without pay to any teacher elected to a public office.
 6. Leaves of absence without pay may be granted to any teacher, for any length of time, at the discretion of the Board. When such leave is granted for the purpose of study related to the teacher's field of certification, study to meet eligibility requirements for a certificate in education other than that held by the teacher; or study, research, or special activity involving specific benefit to the school system as determined by the Board; the teacher's regular salary increment during the period of absence shall be allowed.
 7. Leaves of absence without pay and for four (4) days or less in duration may be granted at the discretion of the Superintendent of Schools, and shall not necessitate approval of the Board.
 8. The president of the Association or his/her designate shall be permitted to take up to twenty (20) days per year for Association business. The EREA shall reimburse the school district the salary of the substitute for each day used.
 9. A Personal Leave of Absence without pay for up to ninety (90) days may be granted by the Employer upon written application by the employee. The written application shall state the specific leave time requested and be given at least two (2) weeks in advance to the Employer.

During a personal leave of thirty (30) days or less seniority shall continue to accrue as shall experience on the salary schedule for salary advancement.

In consideration of such leave, the Employer shall make its determination based upon the order requests are received, the seniority of the employee, and staffing needs. In the event of an emergency as defined by the Superintendent (e.g., house fire, auto accident, family problems requiring immediate attention), personal leave shall be granted immediately.

Any personal leave may be extended by mutual agreement between the Employer and the employee, although no seniority or salary credit will be accrued during an extension.

On return from personal leave, the employee shall be placed in the position he/she held prior to the leave unless said leave lasts longer than ninety (90) days, in which case C. 4. of this Article shall govern.

C. General Leave Provisions

1. All leaves of absence must be applied for by the teacher in writing and the application must contain sufficient information to allow the Superintendent and/or Board of Education to classify the leave according to the provisions of this Article. Application for leave which may be granted only by the Board must be received in the Superintendent's Office no later than ten (10) days prior to the next regularly scheduled Board meeting to be placed upon the Board of Education's agenda for action. Those leaves of absence which may be granted by the Superintendent must be received in the Superintendent's Office no later than three (3) days prior to the leave except that the Superintendent may grant such leave verbally, on an emergency basis, at his/her discretion; in which case the teacher shall file the written request for such leave as soon as practical but in no case later than three (3) days after the leave ends.
2. Extensions of any leave of absence previously granted by the Board of Education shall be at the sole discretion of the Board. If a teacher requests an extension, such extension request must be in writing and submitted to the Superintendent no later than June 1 for unpaid leaves of absence due to expire June 30. For other unpaid leaves of absence, request must be made seven (7) days prior to the date leave is due to expire. Teachers who fail to return to work at the expiration of any leave of absence shall be deemed to have resigned the employ of the School District. Failure to comply with any of the terms or conditions established by the Board of Education or the Superintendent with regards to any specific leave of absence may result in immediate termination of the leave and/or whatever other disciplinary action the Board deems appropriate.
3. No grievance or grievances shall be filed against the judgement of the Board or the Superintendent in granting, or not granting, any leave of absence as provided by this Article. Failure of the Board to grant a mandatory leave shall be grievable.

4. Upon return from a leave of absence, a teacher shall be reinstated to a vacancy for which he/she is certified and/or in his/her major or minor field. Should no vacancy exist, the returning teacher shall displace the least senior teacher occupying a position for which the returning teacher is certified and/or is in his/her major or minor field. A teacher who is displaced because of this Section, shall likewise have a right to displace the least senior teacher. The teacher shall notify the Superintendent in writing of his/her intent to return from an unpaid leave no later than April 1, prior to the termination of the leave.

ARTICLE XII - VACANCIES, PROMOTIONS, TRANSFERS

- A. A vacancy shall be defined as an opening in any professional position within the District including extra and co-curricular positions as well as supervisory positions and any new positions created by the Board.
 1. All vacancies will be posted in each school building through the designated Association Building Representative.
 2. The designated Building Representative will be responsible for the posting of such notice and will be required to submit a receipt of the posting.
 3. No vacancy shall be permanently filled until such vacancy shall have been posted a minimum of five (5) workdays.
 4. Should a vacancy occur during a period when school is not in session, the vacancy shall be posted in Central Office with copies mailed to the Association President and the designated Association Representatives. Such vacancies shall not be permanently filled until seven (7) workdays after the date of initial posting.
 5. In filling vacancies the Board shall give first consideration to teachers on layoff and involuntarily extended leaves of absence on the basis of seniority and qualifications before considering other transfer requests.

Exception: Positions vacant for less than ninety (90) days because the regular bargaining unit member is on leave shall be considered temporary vacancies and will not require posting and may be filled by a substitute provided no teacher on layoff desires the work.
- B. Any certified teacher who would like to be considered for any vacancy must apply in writing to the appropriate Building Principal and Superintendent each time the position opens.
- C. Teachers may file with the Superintendent advance notice in writing expressing desires for changes in assignment. This notice should be submitted no later than April 1 of each year.

- D. In filling a bargaining unit vacancy, in-house transfers will be interviewed, evaluated and processed first.
1. No bargaining unit member will be transferred if he/she does not have the certification for the vacant position. If two or more bargaining unit members wish to be transferred and both have certification for the position, the teacher with greater seniority shall be transferred unless the certification and qualifications of the less senior teacher are demonstrably superior.
 2. Positions that are not filled by in-house transfers shall be opened to competition of outside applicants external to the bargaining unit.
 3. In filling a Schedule B vacancy within the bargaining unit, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final.
 4. Each extra-duty position shall be posted and filled separately without regard to any other positions.
 5. The parties recognize that the filling of such vacancies according to this Article is a prerogative of the Board and the decision of the Board with respect to such matters shall be final unless the Board's decision has been found to be arbitrary, capricious, or discriminatory.
- E. In the filling of vacancies at the supervisory and executive levels and the filling of newly-created supervisory and executive positions, the Board will give due consideration to applications filed from within the system. The parties recognize that the filling of such vacancies is a prerogative of the Board and the decision of the Board with respect to such matters shall be final.
- F. Although the Board and the Association recognize that frequent transfers of teachers from one school to another and frequent changes of assignments are disruptive to the educational process and interfere with optimum teacher performance, they also recognize that some transfers and changes of assignment for administrative purposes and to insure fair distribution of experienced and qualified teachers throughout the system will be necessary.
- G. Such transfers and changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher shall be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

- H. It is recognized that sometimes involuntary transfers or changes in assignments must occur due to factors not within the control of the administration. However, it is also recognized that the last minute changes in assignments often require the classroom teacher to adjust his or her entire daily teaching preparation. Accordingly, it is agreed that the administration will notify a teacher of changes in assignment as soon as reasonably possible after the change is known to the administration but those changes which do occur with less than ten (10) days (work during the school year, Monday through Friday during the summer months) will require notice to the Association and a meeting within two (2) days thereof with the teacher, Association Representative and the administration for the purpose of determining what, if any, assistance will be given the teacher such as retraining under Paragraph J. hereof, or such other assistance as may be determined.
- I. Teachers displaced due to reduction of staff and/or recall shall be returned to their former assignment, at their request, as soon as possible following the opening or reinstatement of their former assignment. Teachers involuntarily transferred shall have preference over all other teachers employed at the time of vacancies in filling those vacancies provided the transfer does not cause another involuntary transfer or cause a layoff or prevent the exercise of recall rights under the terms of this contract. These provisions shall take precedent over the requirements of Section D of this Article when involuntary transfers still exist.
- J. Upon written request by the teacher and approval by the Superintendent, the Board will reimburse for the successful completion of needed training, course work, workshops, etc. for teachers assigned to teach in areas where they have no previous training or classroom experience. It is understood that successful completion shall be defined as attaining a 2.0 or equivalent.
- K. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to no less than those accumulated rights as he/she may have had under this Agreement.

ARTICLE XIII - REDUCTION OF STAFF

- A. In the event that the Board decides to reduce the number of employees through layoff of employment, or to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate a position or positions, the Board shall lay off last those teachers with permanent or life teaching certificates having longest service in the district and who are qualified to teach the positions remaining. The phrases "longest service in the district" or "number of years in the system" shall be computed from the last day of hire and shall not be interrupted by leaves of absence approved by the Board or transfer to administrative positions subject however to Paragraph P. Qualified teachers are those who meet the North Central Association guidelines in grades 7-12 and those teachers in elementary who are certified for elementary classes. In cases where teachers are equally qualified and have the same number of years in the system, the Board shall have the

right to determine who is laid off, provided, however, such action shall not be contrary to the priorities established under the Tenure Act. The Board shall give twenty-one (21) or more calendar days notice of such layoff to the Association and to the employees involved.

- B. A teacher laid off pursuant to this Article shall not be entitled to pay for fringe benefits while on layoff, it being understood that layoff will terminate individual contracts. A teacher that has taught the full school year and is laid off at the end of the year will continue to be covered by health, vision, and dental insurance for the months of June, July and August as per Article XV-D.
- C. The Board shall have no obligation to rehire any non-tenure teacher laid off pursuant to this Article.
- D. Tenure teachers shall be recalled in the opposite manner as described in Paragraph A. for layoff.
- E. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of the teacher to notify the Board of any change in address. The teacher's address, as it appears in the Board's records, shall be conclusive when used in connection with layoffs, recall, or any other notice to the teacher. If a teacher fails to provide notice of intent to return within five (5) days from the date of receipt of the written recall document, said teacher shall be considered a voluntary quit or resignation. If a teacher fails to report for work within five (5) days of receipt of notification to report to work, unless an extension is granted in writing by the Board, said teacher shall be considered a voluntary quit and shall thereby completely terminate this individual employment contract and any other employment relationship with the Board.
- F. Administrators shall not accrue seniority while in an administrative position nor shall a person accrue seniority while on a leave of absence under the terms of this contract.
- G. In the event of a necessary reduction in staff, the Board agrees to grant requests for voluntary leaves of absence provided that the teaching position(s) of the leave applicant(s) can be filled by another bargaining unit member. Such leave of absence shall not exceed one (1) school year.

ARTICLE XIV - PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. In addition, the Board agrees to assume the legally mandated retirement contribution to the Michigan Public School Employees' Retirement System effective July 1, 1976. The basic salary schedule shall remain in effect for the designated periods.

- B. Contractual salaries will be paid in twenty-six (26) equal payments. Retiring teachers, and others electing to do so, will receive the balance of their pay at the second (2nd) payroll period in June providing that written notification of this request is received in the Superintendent's Office on or before the last Friday in January.
- C. Upon qualifying for a new salary step (due to an advanced degree, or additional hours), written notification of eligibility and request for advancement must be made by the teacher prior to the commencement of the semester to be affected by the change in salary step.
- D. Prorated salaries will be determined by dividing the annual base pay by the number of teacher workdays.
- E. Newly employed teachers will be allowed up to ten (10) years credit for teaching experience outside the Eaton Rapids Public Schools. Full credit will be granted for experience within the system.

A teacher who has been out of the profession for ten (10) or more years will be allowed credit for previous teaching experience at one-half the above rate. Military service credit will be allowed at the full rate up to a maximum of five (5) years if service was preceded by teaching, and at one-half the rate if not preceded by teaching experience. Military service, where applicable, shall be granted in addition to the appropriate credit granted for outside teaching experience.

- F. Type A teachers for mentally retarded children and speech correction will be paid five hundred dollars (\$500.00) in addition to annual salary if hired prior to the 1973-74 school year. Teachers hired after the 1973-74 school year will be paid according to Schedule A only.
- G. Pay for extra and co-curricular assignments are also set forth in Schedule B which is attached to and incorporated in this Agreement. Supplementary pay percentages shall be a percentage of the teacher's annual base salary.
- H. In the event it becomes necessary for a teacher to assume teaching responsibilities during his/her conference or preparation period, the teacher shall be compensated at a rate of twelve dollars (\$12.00) an hour. The use of regular teachers as substitutes shall be done only on an emergency and voluntary basis.
- I. A teacher administratively assigned to work daily outside of the negotiated calendar shall be compensated at his/her daily pay rate. Such rate shall be computed by dividing the annual salary by the number of teacher workdays in the calendar for that particular school year.
- J. A secondary teacher assigned a class load or assignment in excess of the usual five (5) class periods and one (1) unassigned preparation period as outlined in Article VIII shall be compensated as follows:

eighteen percent (18%) of annual salary times number of
additional class periods taught

180

K. Teachers who must travel from building to building in connection with assigned teaching responsibilities shall be reimbursed the current IRS rate.

L. Longevity --- In recognition of long-term service, the following longevity salary improvement schedule will be applied in addition to an individual's base salary:

After 18 years of service in Eaton Rapids, an additional \$750.00; and

After 25 years of service in Eaton Rapids, an additional \$1,500.00.

M. Yearly incentive to promote accruing personal sick leave:

If a teacher does not use any of his/her sick leave allotment for the school year, the teacher will receive as incentive pay an amount equal to five (5) days' pay at the normal substitute rate. Further, the following schedule will be used:

Use of one (1) sick day = 4 days' pay at substitute rate
Use of two (2) sick days = 3 days' pay at substitute rate
Use of three (3) sick days = 2 days' pay at substitute rate
Use of four (4) sick days = 1 day's pay at substitute rate

These amounts may be paid anytime during the summer months.

N. Early Retirement Incentive --- As an incentive for early retirement, the Board agrees to provide those teachers selecting early retirement, in accordance with provisions of the State Retirement Act, a one-time terminal leave payment according to the following schedule:

\$7,500 for 12 years

In addition, and beginning the year when benefits under the Michigan Employee Retirement Fund are first received, the teacher will receive a yearly payment of six hundred and sixty-two dollars (\$662.00) until the teacher reaches 65 or until death of the teacher, whichever occurs first.

The terminal leave payment will be made after all the requirements of this provision have been completed. The retiree may defer the payment until the second payday in January of the subsequent year. Should the employee die, the terminal payment shall go to the employee's designated beneficiary.

The teacher must have twelve (12) years of continuous teaching and/or administrative responsibilities in the District, with the last year being as a teacher, prior to his/her request for early retirement and be on the final step of the appropriate salary scale to be eligible for the benefits described in this Section.

The teacher must meet State requirements for retirement. Retirement means the teacher must make application for benefits under the Michigan School Employees Retirement Fund and cannot serve the District in any future paying capacity without the approval of the Superintendent.

In order to be eligible for payments under this plan, teachers must give written notice to the Board at least ninety (90) calendar days prior to the effective date of retirement.

It is understood that the teacher may withdraw the notice of retirement any time prior to sixty (60) days before the effective date of retirement.

It is understood that retirement, at times other than the end of the school year or first semester, may be allowed in cases where the teacher is eligible for disability retirement.

The teacher will not receive the terminal payment until the teacher has presented proof of retirement from the Michigan Employees Retirement System and submitted an official copy of his/her birth certificate and/or official proof of birth.

Failure to provide prescribed notification shall void the terminal pay provisions of this Agreement.

It is understood that a teacher who retires due to medical disability and who is eligible for benefits or an allowance from social security, state retirement, and/or an insurance company under an L.T.D. plan is not eligible for the voluntary retirement incentive. Moreover, the retirement incentive shall be reduced by the amount received by the teacher from unemployment and workers' compensation claims.

It is expressly understood that if the early retirement provision is declared illegal, that the provisions thereof shall be null and void and the Board shall not be under any further obligation to recipients of the program, their heirs or assigns nor to the Association or its successors.

In addition, and beginning in the year when benefits under the Michigan Employee Retirement Fund are first received, and continuing until the teacher reaches 65 or until death of the teacher, whichever occurs first, the Board shall provide the retiree with the opportunity to purchase MESSA health care insurance, at the expense of the retiree, at the rate established by MESSA.

ARTICLE XV - INSURANCE PROTECTION

- A. The Board shall provide for the duration of this Agreement and without cost to the employee and his/her eligible dependents, the employee's designation of one (1) of the following MESSA fringe benefit programs:

Program #1

- a. Super Med 2 (with MESSA care rider)
- b. \$10,000 Life Insurance
- c. Delta Dental Plan A-006
- d. Long-Term Disability Plan 2

Program #2

- a. Vision Care - VSP-3
- b. \$20,00 Life Insurance
- c. Delta Dental Plan Auto+/008
- d. Long-Term Disability Plan 2
- e. Super M.E.A.L.S. II

- B. The Board will not contribute toward the cost of Health Care Insurance for a teacher on unpaid leave of absence.
- C. Except as otherwise provided, the Board will continue to pay insurance premium contributions through May of the year in which a teacher retires.
- D. Except as otherwise provided, the Board will continue to pay insurance premium contributions through August for teachers laid off or otherwise leaving the system at the close of the school year.
- E. The Board will continue to pay insurance premium contributions through May for teachers who enter the system after the beginning of the second semester and remain for the balance of the school year.
- F. The Board will not continue to contribute toward the cost of Health Care Insurance for a teacher whose employment terminates before the close of the school year.

ARTICLE XVI - CALENDAR

- A. The calendar shall consist of 184 teacher workdays in 1988-89; 185 teacher workdays in 1989-90 and 185 teacher workdays in 1990-91, which includes 180 student days. The school calendar is set forth in Appendix A and may not be altered without agreement of the Association.
- B. No teacher shall be required to perform work outside the agreed upon school year, nor during any holiday/recess period without prior agreement of the individual involved and notification to the Association. The only exception to this will be the rescheduling of "Act of God" days after the regularly scheduled end of the school year.
- C. Conferences shall be scheduled for the week following the end of the marking periods.
- D. Inservice programs shall be developed and implemented by the Curriculum Council.
- E. Kindergarten classes shall be alternated for the half-days scheduled.

- F. Teachers shall not be required to report for work when students are not expected to attend school because of adverse weather conditions or failure of the school plant facilities.
- G. Effective with the 1987-88 school year, when weather conditions, mechanical malfunctions and/or other emergencies act to close schools, bargaining unit members shall not be required to report for work.

When such days are rescheduled, pursuant to the State Aid Act, bargaining unit members shall be required to report to work. Neither the closure of schools due to "Act of God" days, nor the rescheduling of such days, shall act to increase or decrease the amount of compensation due to a bargaining unit member in accordance with his/her step and level on the salary schedule.

The rescheduling of such "Act of God" days shall be as required by State law. Should the State law be amended during the term of this Agreement to permit "Act of God" days without a requirement that such days be rescheduled, the parties agree to revert to the practice and language in effect under the terms of the 1983-85 collective bargaining agreement as amended.

ARTICLE XVII - CONTINUITY OF OPERATION

- A. The Association and the Board recognize that strikes and other forms of work stoppage by Eaton Rapids teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that during the term of this Agreement, its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work against the Eaton Rapids Board of Education.
- B. The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined in Section 10 of the Public Employment Relations Act.

ARTICLE XVIII - JOB-SHARING

- A. It is agreed between the parties that the Master Contract shall be modified to allow for the employment of bargaining unit members in job-sharing positions.
- B. For purposes of this Agreement, job-sharing shall be considered a partial leave of absence.

- C. The parties agree that job-sharing arrangements shall be restricted to two (2) teachers sharing one (1) full-time position.
1. Agreement to share a full-time job assignment shall commit the teacher(s) for not more than one (1) year and shall expire with the last workday of each school year.
 2. The teacher(s) shall have the options of renewing the established job-sharing assignments, creating another job-sharing assignment or returning to a position equivalent to that held previous to the job-sharing assignment.
 3. While involved teachers may choose the assignment to be shared, it is expressly understood that upon dissolution of the shared assignment, the more senior teacher shall retain incumbent building rights and the junior teacher shall be considered displaced.
 4. The junior teacher shall have the right to displace the teacher with the least district-wide seniority provided he/she has the necessary certification.
 5. Should the junior teacher not possess the necessary seniority and certification to effect Paragraph 4. above, he/she shall have the option of creating another job-sharing assignment or be subject to layoff.
- D. Job-sharing situations shall be arranged by the teachers involved and presented to the Superintendent of Schools and the Association President by May 1 annually. The foregoing May 1 may be extended upon mutual agreement of the parties.
- E. In order to establish a shared job assignment, the involved teachers shall:
1. Schedule the work time and designate the responsibility of each for the class, i.e. 2 1/2 days off; mornings and afternoons; class hours at the secondary level, etc.
 2. Provide a brief description of how the teaching responsibilities are to be shared for the approval of the building administrator who is responsible for supervising the job-sharing team. Should the building administrator withhold approval, such denial shall be for just and reasonable cause.
 3. Provide a brief description of the process to be used in communicating with the immediate supervisor.
- F. Teachers in a shared job assignment shall substitute teach in the other's absence whenever possible. The substituting teacher shall be compensated at the per diem substitute teacher rate.
- G. Teachers in a shared job assignment shall accrue seniority as if employed full-time.

- H. Teachers in a shared job assignment shall accrue the pro rata share of salary schedule increment.
- I. Teachers in a shared job assignment shall receive the pro rata share of salary which reflects the fraction of time the position is shared and as provided in Schedule A of the Master Contract.*
- J. Teachers in a shared job assignment shall accrue and be credited with the appropriate pro rata portion of sick leave and personal leave, i.e. half-time personnel shall receive twelve (12) one-half (1/2) days of sick leave and one (1) day of personal leave.
- K. The Board shall provide for the duration of this Agreement and without cost to the employee, the employee's designation of one (1) of the following MESSA fringe benefit programs:

<u>Program #1</u>	<u>Program #2</u>
<ul style="list-style-type: none"> a. Super Med 2 (with MESSA care rider) at the Single Subscriber Rate 	<ul style="list-style-type: none"> a. Vision Care - VSP-3 b. \$20,00 Life Insurance c. Delta Dental Plan Auto+/008 d. Long-Term Disability Plan 2 e. Super M.E.A.L.S. II

*Note:

- 1. Three (3) days of work each week equals sixty percent (60%) of full salary. A.m. or p.m. teaching (1/2 day) equals fifty percent (50%) of full salary.
- 2. Salary may be paid over the school year (21 pays) or the calendar year (26 pays) for those working each day, but less than full time or for those working less than five (5) days a week for a full school year.

ARTICLE XIX - ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION

In the event the Eaton Rapids School District is reorganized through either annexation or consolidation, the Board will attempt to assure the continued employment of the faculty with the rights and benefits contained in this Agreement to be recognized by the successor employer.

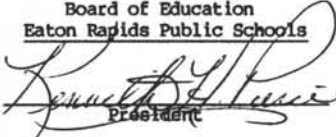

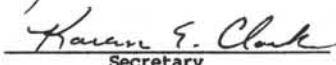

ARTICLE XX - MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. The Association will be provided with extra copies of this Agreement. Final copies shall have all pages numbered and include a table of contents.
- B. There shall be three (3) signed copies of any final agreement. One copy shall be retained by the Board, one by the Superintendent, and one by the Association.

ARTICLE XXI - DURATION OF AGREEMENT

This Agreement shall be effective as of July 20, 1988 and shall continue in effect for three (3) years, until June 30, 1991. Negotiations for a new contract to immediately succeed this Agreement will begin on March 1, 1991. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Signatures:

<u>Board of Education</u> <u>Eaton Rapids Public Schools</u>		<u>Association</u>	
By	 President	By	 ECEA Representative
By	 Secretary	By	 EREA President

SCHEDULE A
of
Master Agreement 1988-91

SALARY SCHEDULE
First Semester
1988-89

<u>Step</u>	<u>BA</u>	<u>BA + 20</u>	<u>MA</u>	<u>MA + 30</u>
0.0	\$ 17,888	\$ 18,478	\$ 19,068	\$ 20,251
0.5	18,359	18,959	19,566	20,779
1.0	18,826	19,442	20,064	21,308
1.5	19,360	19,997	20,633	21,908
2.0	19,892	20,552	21,203	22,514
2.5	20,919	21,594	22,289	23,665
3.0	21,943	22,633	23,379	24,815
3.5	22,619	23,330	24,093	25,578
4.0	23,293	24,026	24,802	26,344
4.5	23,834	24,592	25,387	26,958
5.0	24,373	25,159	25,968	27,568
5.5	24,944	25,746	26,573	28,214
6.0	25,513	26,329	27,179	28,860
6.5	26,090	26,922	27,781	29,506
7.0	26,668	27,513	28,384	30,151
7.5	27,273	28,135	29,034	30,846
8.0	27,879	28,757	29,684	31,541
8.5	28,707	29,604	30,739	32,479
9.0	29,535	30,452	31,793	33,415
9.5	30,525	31,465	33,527	35,431
10.0	31,515	32,478	35,261	37,447

SCHEDULE A
(Continued)
of

Master Agreement 1988-91

SALARY SCHEDULE
Second Semester
1988-89

Step	BA	BA + 20	MA	MA + 30
0.0	\$ 18,425	\$ 19,033	\$ 19,640	\$ 20,858
	*18,156	*18,755	*19,354	*20,555
0.5	18,909	19,528	20,153	21,403
	*18,634	*19,244	*19,859	*21,091
1.0	19,391	20,026	20,666	21,947
	*19,109	*19,734	*20,365	*21,627
1.5	19,941	20,597	21,252	22,565
	*19,650	*20,297	*20,942	*22,237
2.0	20,489	21,168	21,839	23,189
	*20,191	*20,860	*21,521	*22,851
2.5	21,547	22,242	22,958	24,375
	*21,233	*21,918	*22,624	*24,020
3.0	22,601	23,312	24,080	25,559
	*22,272	*22,973	*23,730	*25,187
3.5	23,297	24,029	24,816	26,345
	*22,958	*23,679	*24,454	*25,962
4.0	23,992	24,747	25,546	27,135
	*23,643	*24,386	*25,174	*26,739
4.5	24,549	25,330	26,149	27,767
	*24,192	*24,961	*25,768	*27,363
5.0	25,104	25,914	26,747	28,395
	*24,738	*25,536	*26,358	*27,981
5.5	25,692	26,518	27,370	29,060
	*25,318	*26,132	*26,972	*28,637
6.0	26,278	27,119	27,994	29,725
	*25,896	*26,724	*27,586	*29,292
6.5	26,873	27,730	28,615	30,392
	*26,481	*27,326	*28,198	*29,949
7.0	27,468	28,339	29,235	31,056
	*27,068	*27,926	*28,809	*30,603
7.5	28,092	28,980	29,905	31,772
	*27,682	*28,558	*29,469	*31,309
8.0	28,715	29,619	30,574	32,487
	*28,297	*29,188	*30,129	*32,014
8.5	29,568	30,492	31,661	33,453
	*29,138	*30,048	*31,200	*32,966
9.0	30,421	31,366	32,747	34,418
	*29,978	*30,909	*32,270	*33,916
9.5	31,441	32,409	34,532	36,494
	*30,983	*31,937	*34,029	*35,962
10.0	32,460	33,452	36,319	38,570
	*31,988	*32,965	*35,790	*38,008

*Second figure below the step indicates the basic salary or annual base pay due under the 1988-89 first and second semester schedules.

SCHEDULE A
(Continued)

of

Master Agreement 1988-91

SALARY SCHEDULE

1989-90

<u>Step</u>	<u>BA</u>	<u>BA + 20</u>	<u>MA</u>	<u>MA + 30</u>
0.0	\$ 19,346	\$ 19,984	\$ 20,622	\$ 21,901
0.5	19,855	20,504	21,160	22,473
1.0	20,361	21,027	21,700	23,044
1.5	20,938	21,627	22,315	23,694
2.0	21,514	22,227	22,931	24,349
2.5	22,624	23,354	24,106	25,594
3.0	23,731	24,478	25,284	26,837
3.5	24,462	25,231	26,056	27,663
4.0	25,192	25,984	26,824	28,491
4.5	25,777	26,597	27,457	29,155
5.0	26,359	27,209	28,085	29,815
5.5	26,976	27,844	28,739	30,513
6.0	27,592	28,475	29,394	31,212
6.5	28,216	29,116	30,045	31,911
7.0	28,841	29,756	30,697	32,609
7.5	29,496	30,429	31,400	33,360
8.0	30,151	31,100	32,103	34,111
8.5	31,047	32,017	33,245	35,126
9.0	31,942	32,934	34,384	36,139
9.5	33,013	34,030	36,259	38,316
10.0	34,083	35,125	38,135	40,499

SCHEDULE A
(Continued)

of

Master Agreement 1988-91

SALARY SCHEDULE

1990-91

<u>Step</u>	<u>BA</u>	<u>BA + 20</u>	<u>MA</u>	<u>MA + 30</u>
0.0	\$ 20,507	\$ 21,183	\$ 21,860	\$ 23,215
0.5	21,046	21,735	22,430	23,821
1.0	21,582	22,288	23,002	24,427
1.5	22,194	22,925	23,653	25,115
2.0	22,804	23,560	24,306	25,810
2.5	23,982	24,755	25,552	27,130
3.0	25,155	25,946	26,801	28,447
3.5	25,930	26,745	27,620	29,322
4.0	26,703	27,543	28,433	30,201
4.5	27,323	28,192	29,104	30,905
5.0	27,941	28,842	29,770	31,604
5.5	28,595	29,515	30,463	32,344
6.0	29,248	30,183	31,157	33,084
6.5	29,909	30,863	31,848	33,826
7.0	30,572	31,541	32,539	34,565
7.5	31,266	32,254	33,284	35,362
8.0	31,960	32,966	34,029	36,158
8.5	32,910	33,938	35,239	37,234
9.0	33,859	34,910	36,447	38,307
9.5	34,994	36,072	38,434	40,618
10.0	36,128	37,232	40,423	42,928

SCHEDULE B

EXTRA AND CO-CURRICULAR PAY SCHEDULE

Football: Varsity Head	12%
Assistants	8%
Jr. Varsity	8%
Freshman	6%
Basketball: Varsity Head	10%
Jr. Varsity	6%
Freshman	6%
Volleyball: Varsity Head	10%
Jr. Varsity	6%
Cross Country	7%
Track: Varsity Head	7%
Varsity Head (combined)	10%
Assistant	4%
Baseball: Varsity Head	7%
Jr. Varsity	4%
Freshman	4%
Softball: Varsity Head	7%
Jr. Varsity	4%
Freshman	4%
Wrestling: Varsity Head	10%
Jr. Varsity	6%
Golf	7%
Tennis: Varsity Head	7%
Jr. Varsity	4%
Swimming	7%
Cheerleading: Varsity	4%
Jr. Varsity	4%
9th Grade	4%
Intramural Sports	\$12.00 per hour
Band	10%
Band Assistant	6%
Department Chairpersons	5%
Camp Director	\$1,000

SCHEDULE B
(Continued)

EXTRA AND CO-CURRICULAR PAY SCHEDULE

Student Council Advisors	3%
Cold Tongue Advisor	3%
Dramatics	6% each play
Middle School Dramatics	3% each play
Elementary Safety Patrol Sponsor	4%
Middle School News	2%
Yearbook	8%
Class Advisors: Freshman	3%
Sophomore	3%
Junior	5%
Senior	5%
Elementary Vocal Music	2%
Inter-Scholastic Club Sponsors	4%
Club Sponsors	\$500 (when approved by Superintendent or Principal)
Driver Education	\$17.50 per hour
Administratively Assigned Duties	\$12.00 per hour

APPENDIX A - SCHOOL YEAR CALENDAR
1988-89

August 29 and 30, 1988	All Teachers Report - Orientation/Inservice
August 31	K-12 Students Report
September 5	Labor Day - No School
November 8	K-5 1/2 Day - Parent/Teacher Conferences
November 9, 10, 11	K-12 1/2 Days - Parent/Teacher Conferences
November 24, 25	Thanksgiving Recess - No School
December 19, 1988 - January 2, 1989	Winter Break - No School
January 3, 1989	K-12 Students Report
January 17, 18, 19	Grades K-12 1/2 Days - Exams
January 20	K-12 No School - *Records Day
February 20	K-12 No School - Presidents' Day
March 24	K-12 1/2 Day - Good Friday
March 28	K-5 1/2 Day - Parent/Teacher Conferences
March 29, 30, 31	K-12 1/2 Days - Parent/Teacher Conferences
April 3 - 7	Spring Break - No School
April 10	K-12 Students Report
May 29	Memorial Day - No School
June 7, 8	Grades K-12 1/2 Days - Exams
June 9	K-12 1/2 Day - Last Day of School Year
Student Days - 180	
Teacher Days - 184	

On all 1/2 days, students report a.m. only (3 hours)

*By mutual agreement between the teachers of a building and their principal, a building may elect to use part of the "Records Day" for inservice.

One (1) full day of inservice training is to be scheduled by mutual agreement of the Board of Education and Association.

Conference hours are to be determined by mutual agreement between the teachers and principal of each building. Twelve (12) hours of conferences shall be scheduled for grades 1-5. Kindergarten teachers shall be released one (1) additional day and be scheduled for 20 hours of conferences. Teachers will be excused upon completion of conferences.

Should "Act of God" days have to be made up in order to receive state aid, the floating inservice day and the scheduled Presidents' Day may be changed to student attendance days at the discretion of the Board of Education.

APPENDIX A - SCHOOL YEAR CALENDAR
1989-90

August 28 and 29, 1988	All Teachers Report - Orientation/Inservice
August 30	K-12 Students Report
September 4	Labor Day - No School
November 7	K-5 1/2 Day - Parent/Teacher Conferences
November 8, 9, 10	K-12 1/2 Days - Parent/Teacher Conferences
November 23, 24	Thanksgiving Recess - No School
December 25, 1989 - January 5, 1990	Winter Break - No School
January 8, 1990	K-12 Students Report
January 16, 17, 18	Grades K-12 1/2 Days - Exams
January 19	K-12 No School - *Records Day
February 19	K-12 No School - Presidents' Day
March 27	K-5 1/2 Day - Parent/Teacher Conferences
March 28, 29, 30	K-12 1/2 Days - Parent/Teacher Conferences
April 2 - 6	Spring Break - No School
April 9	K-12 Students Report
April 13	K-12 1/2 Day - Good Friday
May 28	Memorial Day - No School
June 6, 7	Grades K-12 1/2 Days - Exams
June 8	K-12 1/2 Day - Last Day of School Year
Student Days - 180	
Teacher Days - 185	

On all 1/2 days, students report a.m. only (3 hours)

*By mutual agreement between the teachers of a building and their principal, a building may elect to use part of the "Records Day" for inservice.

Two (2) full days of inservice training are to be scheduled by mutual agreement of the Board of Education and Association.

Conference hours are to be determined by mutual agreement between the teachers and principal of each building. Twelve (12) hours of conferences shall be scheduled for grades 1-5. Kindergarten teachers shall be released one (1) additional day and be scheduled for 20 hours of conferences. Teachers will be excused upon completion of conferences.

Should "Act of God" days have to be made up in order to receive state aid, the floating inservice days and the scheduled Presidents' Day may be changed to student attendance days at the discretion of the Board of Education.

APPENDIX A - SCHOOL YEAR CALENDAR
1990-91

August 27 and 28, 1988	All Teachers Report - Orientation/Inservice
August 29	K-12 Students Report
September 3	Labor Day - No School
November 6	K-5 1/2 Day - Parent/Teacher Conferences
November 7, 8, 9	K-12 1/2 Days - Parent/Teacher Conferences
November 22, 23	Thanksgiving Recess - No School
December 24, 1990 - January 4, 1991	Winter Break - No School
January 7, 1991	K-12 Students Report
January 15, 16, 17	Grades K-12 1/2 Days - Exams
January 18	K-12 No School - *Records Day
February 18	K-12 No School - Presidents' Day
March 25	K-5 1/2 Day - Parent/Teacher Conferences
March 26, 27, 28	K-12 1/2 Days - Parent/Teacher Conferences
March 29	K-12 1/2 Day - Good Friday
April 1 - 5	Spring Break - No School
April 8	K-12 Students Report
May 27	Memorial Day - No School
June 5, 6	Grades K-12 1/2 Days - Exams
June 7	K-12 1/2 Day - Last Day of School Year
Student Days - 180	
Teacher Days - 185	

On all 1/2 days, students report a.m. only (3 hours)

*By mutual agreement between the teachers of a building and their principal, a building may elect to use part of the "Records Day" for inservice.

Two (2) full days of inservice training are to be scheduled by mutual agreement of the Board of Education and Association.

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Should "Act of God" days have to be made up in order to receive state aid, the floating inservice days and the scheduled Presidents' Day may be changed to student attendance days at the discretion of the Board of Education.

Appendix B

GOALS FOR PERFORMANCE

In the evaluation process, it is imperative that there exist a common understanding of the factors being evaluated. To establish this understanding, a statement of the most desirable performance is given and sample evidences are listed for each category of the evaluation instrument (Appendix C).

It is emphasized that the sample evidences are only illustrative of the kind of information which may be used in evaluating each of the categories. The sample evidences are not intended to be a list of minimal performance specifications, nor are they intended to be an exhaustive list of the evidences which may be used in arriving at an evaluation.

Sample evidences preceded with an "a" are intended to apply to certain staff (i.e., social workers, psychologists, speech pathologists, teacher consultants for the physically handicapped). Items marked with a "b" apply to guidance counselors.

1. THE EVALUATEE IS PROFICIENT IN THE SUBJECT AREA(S) AND LEVEL(S) OF INSTRUCTION OR AREA OF SERVICE TO WHICH HE IS ASSIGNED.

The teacher is familiar with his subject and the level of instruction and his presentation is clear and free from constant reference to notes or books.

Sample Evidences

- . Keeps abreast of current ideas and recommendations as they relate to his field.
- . Is interested and knowledgeable in the subject matter he teaches and/or the services he provides.
- . Continues education in his field.

- b. Is familiar with the psychology of his age group.
- b. Is aware of the implications of career education and its pertinence to all subject matter areas.

2. THE EVALUATEE FOCUSES ATTENTION ON THE LEARNER, HIS LEARNING, AND HIS GROWTH.

The teacher demonstrates a child-centered approach to teaching.

Sample Evidences

- . Provides students with positive, encouraging, and supportive reinforcement.
- . Treats student's ideas as valuable and challenges students to independent thinking, inquiry, and critical analysis.
- . Is consistent and fair in dealing with students.
- . Fosters and supports independent pursuit of individual student objectives.
- . Emphasizes helping the student learn how to learn.
- . Shows skills in developing the pupil's positive self-concept.
- . Adjusts classroom activities and expectations to recognize various stages of student development.
- . Attempts to relate learning to pupil's everyday life.

- . Gives opportunity for student - teacher - student - student classroom discussion, interaction, and expression.
 - . Recognizes symptoms or signals of readiness for learning.
 - . Provides time and materials for pupils to explore their thoughts, feelings, and actions through a variety of media.
 - . Considers sequence and continuity of pupil experience as key factors in learning.
 - . Establishes standards which are appropriate to the individual needs of students.
- b. Encourages follow-up activities with students to assess effectiveness of the school program.
- b. Feels a responsibility to refer students to additional educational resources when established school experiences are not meeting individual needs.
3. THE EVALUATEE MAKES EFFECTIVE USE OF INSTRUCTIONAL METHODS AND MATERIALS.

The teacher uses instructional methods and materials that help him achieve predetermined goals and outcomes.

Sample Evidences

- . Develops learning objectives for each student.
 - . Uses a variety of methods, materials, and strategies of instruction which are appropriate to the varying abilities and backgrounds of the students.
 - . Uses instructional methods which follow a logical progression including planning, goal setting, student motivation, presentation and discussion of materials or skills to be learned, and evaluation.
 - . Assigns differentiated homework and practice exercise which are purposeful.
 - . Demonstrates a wise use of instructional media with evidence that each has been selected because it is effective in presenting a particular concept or fact to be learned.
 - . Uses innovative ideas and displays creativity in the instructional process.
 - . Provides for repetition, review and recall, and for reteaching at various intervals.
 - . Methods and strategies result in active participation of pupils.
 - . Explains to the pupils long range and immediate goals of the lesson.
- a. Uses appropriate methods and intervention in working with special education students.
4. THE EVALUATEE DEMONSTRATES MANAGEMENT AND CONTROL IN THE CLASSROOM OR AREA OF SERVICE.

The teacher develops, clearly establishes, and maintains reasonable expectations for student behavior.

Sample Evidences

- . Channels student behavior toward purposeful learning tasks.
- . Develops and maintains a relaxed and friendly atmosphere in the classroom.
- . Recognizes the limits of freedom and responsibility.
- . Arranges physical environment and resources so they are conducive to good control.
- . Makes use of praise and approval to reinforce acceptable behavior.
- . Maintains and enforces consistent expectations for student behavior.

5. THE EVALUATEE DEMONSTRATES EVIDENCE OF ADEQUATE PLANNING AND ORGANIZATION.

The teacher's plans begin with the goals of the teaching-learning situation, moves through the means of achieving these goals and ends with plans for evaluation.

Sample Evidences

- . Makes general plans for the year's work.
 - . Organizes daily plans in advance of the day they are to be used.
 - . Has all necessary resources in the room at the proper time.
 - . Provides continuity with previous learning.
 - . Plans are flexible, not a blueprint, but a general outline within which a teacher has freedom to move.
 - . Enough of the plans are written to clearly communicate to another educator the goals, learning activities, equipment needed, and evaluation techniques to be used.
 - . Planning takes into account differences among students.
 - . Can work individually with students and with student groups and knows which approach maximizes educational outcome.
 - . Maintains organized records for use with students.
- a. Plans work schedule so that special education responsibilities are fulfilled (e.g. parent interviews, testing, IEPC staffings, child contacts).

6. THE EVALUATEE EVALUATES STUDENTS. HE USES INFORMATION GAINED TO INFORM APPROPRIATE STAFF MEMBERS, STUDENTS, PARENTS, AND SUPERVISORS REGARDING PUPIL'S PROGRESS.

The teacher continuously evaluates pupils in terms of predetermined objectives.

Sample Evidences

- Makes use of pre- and post-testing techniques.
 - Examines and interprets verbal and non-verbal actions of his pupils under instruction.
 - Evaluates pupils in terms of predetermined teacher objectives and student performance objectives.
 - Evaluates on the basis of established criteria.
 - Evaluates students with a variety of testing techniques that allow for individual expression of ideas as well as a knowledge and understanding of factual content.
 - Keeps accurate and complete records of his evaluation of pupil's progress.
 - Promptly returns written work to students and uses it as another teaching tool.
- b. Is readily available to parents and students.
- b. Encourages all instructional staff to be aware of the "special needs" of students by communicating regularly with other faculty members serving the same student.
7. THE EVALUATEE RELATES POSITIVELY AND COMMUNICATES EFFECTIVELY WITH STUDENTS, PARENTS, COMMUNITY, AND MEMBERS OF THE STAFF.

Sample Evidences

- Hears and respects varying viewpoints.
 - Elicits confidence and understanding.
 - Supports, assists, and cooperates with other staff members, students, and the community.
 - Demonstrates tact and clarity in written and verbal communication and in conferences.
 - Communicates effectively when addressing parent groups.
 - Keeps the appropriate staff members, principal or other supervisors informed regarding his program and his plans for its improvement.
 - Is punctual and complete with any reasonable reports the supervisors may request regarding his teaching procedures or program.
- a. Makes appropriate use of community agencies.
8. THE EVALUATEE IS A POSITIVE ADULT MODEL FOR STUDENTS.

Sample Evidences

- Absents self only when necessary.
- Shows enthusiasm toward teaching and contacts with students.
- Controls voice and vocabulary in trying situations.
- Shows concern for his personal hygiene.
- Maintains a critical and positive attitude toward the assignment and the society.
- Reports to the school and assignment by the appointed time.

9. THE EVALUATEE MAINTAINS PROFESSIONALISM IN HIS/HER RELATIONSHIPS WITH THE SCHOOL COMMUNITY

Sample Evidences

- . His relationships with students, colleagues, and the community conform to standards of conduct expected of his profession.
- . Uses good judgment as to when, where, and with whom to discuss school business and confidential information.
- . Abides by and supports policy or administrative decisions and presents disagreements with school system policy or administrative decisions only to the proper school official and through proper channels.
- . Refrains from exploiting his professional position to promote partisan activities, personal interests, or financial gain.

10. THE EVALUATEE SHOWS AN INTEREST IN STUDENT ACTIVITIES AND WILLINGLY SHARES AND PARTICIPATES IN THE ACTIVITIES DURING THE SCHOOL DAY.

- . Attends a variety of student activities and performances and makes suggestions and/or supportive remarks concerning them.
- . Participates in building and district-wide activities intended to foster the welfare of students.
- . Assists students in the formation of clubs or interest groups.
- . Supervises students in accordance with the established building regulations.
- . Assists in improvement of curriculum through serving as a resource person for other teachers.
- . Becomes involved in the development of alternative approaches to be used by the staff.
- . Supervises student activities.
- . Assists in the development of positive student attitudes toward the school and the community.
- . Participates in parent-teacher activities.

Appendix C

Eaton Rapids Public Schools

EVALUATION OF TEACHER EFFECTIVENESS

Identifying Information:

Evaluator _____ Evaluatee _____

Assignment _____

Evaluation Status:

1st Year Probation _____ First Evaluation _____
 2nd Year Probation _____ Second Evaluation _____
 3rd Year Probation _____ Evaluation _____
 Tenure _____ Final Evaluation _____

DATE	TYPE OF CONTACT	CLASSROOM OBSERVATION	FOLLOW-UP

Check Appropriate Statements:

- Statement by evaluatee is attached. Additional pages are attached.
 IIP status recommended for _____ school year. (If IIP is recommended, the reasons for that recommendation shall be included in this report.)

Supervisor's Recommendations:

- Tenure Contract renewal not recommended
 2nd Year Probation No Recommendation
 3rd Year Probation Contract renewal recommended

Signatures:

Evaluator _____ Date _____
 Evaluatee _____ Date _____

The presence of the evaluatee's signature shall indicate that he/she has received a copy of the report and does not necessarily imply agreement with the evaluation.

Appendix C

Eaton Rapids Public Schools

EVALUATION OF TEACHER EFFECTIVENESS

Evaluatee _____ Evaluator _____

Date _____

Comments (Additional comments may be attached.):

Evaluative Criteria:	Deserving of Commendation	Satisfactory	Needs Strengthening (See Comments)	Not Acceptable	Does Not Apply	Not Observed
1. The evaluatee is proficient in the subject area(s) and level(s) of instruction or area of service to which he is assigned.	_____	_____	_____	_____	_____	_____
2. The evaluatee focuses attention on the learner, his learning, and his growth.	_____	_____	_____	_____	_____	_____
3. The evaluatee makes effective use of instructional methods and materials.	_____	_____	_____	_____	_____	_____
4. The evaluatee demonstrates management and control in the classroom or area of service.	_____	_____	_____	_____	_____	_____
5. The evaluatee demonstrates evidence of adequate planning and organization.	_____	_____	_____	_____	_____	_____
6. The evaluatee evaluates students. He uses information gained to inform appropriate staff members, students, parents, and supervisors regarding pupil's progress.	_____	_____	_____	_____	_____	_____
7. The evaluatee relates positively and communicates effectively with students, parents, members of the community, and other staff members.	_____	_____	_____	_____	_____	_____
8. The evaluatee is a positive adult model for students.	_____	_____	_____	_____	_____	_____
9. The evaluatee maintains professionalism in his/her relationships with the school community.	_____	_____	_____	_____	_____	_____
10. The evaluatee shows an interest in student activities and willingly shares and participates in the activities during the school day.	_____	_____	_____	_____	_____	_____
11. Overall Rating	_____	_____	_____	_____	_____	_____

Changes in above evaluative criteria should conform to Goals for Performance.

