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8/31/93

MASTER AGREEMENT

BETWEEN

THE ENGADINE CONSOLIDATED SCHOOLS CHAPTER

OF

THE MICHIGAN EDUCATION ASSOCIATION

AND

THE BOARD OF EDUCATION

OF

ENGADINE CONSOLIDATED SCHOOLS

ENGADINE, MICHIGAN

Engadine Consolidated Schools

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EDUCATION ASSOCIATION AGREEMENT

1. This agreement entered into this 1st day of September, 1990, by and between the Board of Education of the Engadine Consolidated Schools, hereinafter call the "Board" and the Engadine Education Association/NMEA/MEA/NEA, hereinafter called the "Association".

2. The Board of Education and Association, following extended deliberate negotiatons, have reached certain understanding which they desire to memorialize.
In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

- A. The Board recognizes the Association as the sole and exclusive bargaining agent for all certified employees within the unit who are under contract with the Board and employed in the regular school year day programs in the following positions:

All certified classroom teachers, librarians, guidance counselors, art, music, physical education, reading and special education teachers, under contract with the Board in regular K-12 daytime education programs. Excluding administration personnel: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Business Managers, Director of School and Community Relations, Director of Vocational Education, Per diem personnel, Pre-school teachers, substitute teachers, summer school teachers, aides, school nurses, office and clerical personnel, maintenance and custodial personnel and all other employees of the Board or any other employer.

The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining unit as defined above and reference to male teachers shall include female teachers.

The term "Board" when used hereinafter shall refer to the Board of Education and its administrative agents.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Certified Teacher of the Board shall have the rights freely to organize, join and support the Association for the purpose of engaging in collective bargaining, professional negotiations, and for mutual aid and protection to provide a quality education for the students of Engadine Consolidated Schools. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board agrees that it will not discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have and the Michigan General School Laws or other laws and regulations.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. However, no Association meetings will be held while school is in session.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not be while school is in session.
- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use and upon approval of the Superintendent of Schools. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

- F. The Association shall have the right to post notices of activities and matters of Association concern on teachers bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers.
- G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, and such other information as will assist the Association.
- H. The Board agrees to furnish upon request to the Association prior to the opening of school copies of all individual salary and service agreements, including total payment for extra-curricular activities, of tenure teachers and contracts of non-tenure teachers for validation by members designated by the Association in terms of this contract.
- I. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- J. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status.
- K. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all certified teachers under contract regardless of race, creed, sex, marital status, or national origin.

ARTICLE III

Board Rights

- 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, including, but, without limiting the generality of the foregoing, the right:
- a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 - b) To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
 - c) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - d) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and nonteaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, right, 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 United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any

ARTICLE IV

ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Dues, Assessments and Contributions to the Association.

Pursuant to such authorization, the Board shall deduct one-ninth of such dues, assessments and contributions from the regular salary check of the teacher each month for nine (9) months, beginning in October and ending in May of each year. (Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-ninth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided for in this contract.)

- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of the teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

- C. This article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

ARTICLE V

Teaching Hours

- A. The teacher day shall be from 8:25 A.M. to 3:20 P.M. unless requested to remain by the school administration. All teachers shall be at their assigned area by 8:25 A.M.
- B. All Elementary Teachers shall be entitled to a duty free uninterrupted lunch period equivalent to a regular class hour; but in no event less than 45 minutes, 4 days per week.
- C. All teachers shall be allowed a 30 minute duty free lunch period when noon supervision is required. A teacher shall not be scheduled for noon supervision more than once every week. On the days a teacher is assigned noon supervision, the assigned teacher (s) shall receive a lunch paid for by the Board.
- D. Elementary teachers will be provided two fifteen minute relief periods per day. In addition, elementary teachers may use for preparation, all time during which their classes are receiving instruction from various teacher specialists. Elementary teachers will not be required to have more student contact time than high school teachers. Student contact time is defined as classroom instruction and study time.
- E. Elementary teachers shall be compensated under the terms of Article XI.B if they are required to teach during the time their classes are scheduled to receive instruction from various teacher specialists.
- F. For the purpose of conducting day to day operations, short periodic staff meetings will be standard operation procedure.

ARTICLE VI

EMERGENCY SCHOOL CLOSINGS:

If at any time during the life of this agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to storms, fires, epidemics or health conditions or other Acts of God; bargaining unit members shall be excused from reporting to duty without loss of pay, and days lost due to school closing under the foregoing circumstances shall not be made up.

The school calendar as set forth in Appendix C may not be altered without agreement of the Association except as hereinafter set forth:

1. The additional days of student instruction over 180 student days are scheduled only as make-up days in the event that school closings are necessitated which otherwise would reduce the days of student instruction below 178 days.
2. Make-up days shall be addressed in Appendix C.
3. If instruction days need to be made up the Board will pay the sixth, eighth, and tenth make-up day. All other days will be made up without additional pay.

Example:

- (a) 1st and 2nd days of instruction missed - do not need to be made up under current law.
- (b) 3rd, 4th, and 5th days - no additional pay
- (c) 6th day - Board will pay additional day's work
- (d) 7th day - no additional pay
- (e) 8th day - Board will pay additional day's work
- (f) 9th day - no additional pay
- (g) 10th day - Board will pay additional day's work
- (h) All days beyond ten - no additional pay

ARTICLE VII

TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in the senior and junior high school will be 30 teaching periods and minimum of 5 unassigned preparation periods. The normal teaching load for secondary teachers will be maximum of 5 separate preparations if it is agreeable with the individual teacher involved. Any teacher assigned 6 preparations shall receive 2.5% of the base salary, for the additional preparation.
- B. The parties agree that pupils are entitled to be taught by teachers who are working within their area of competence. Teachers shall not be assigned, except for good cause, outside the scope of their teaching certificate or their major or minor field of study.
- C. Teachers who may be affected by a change in grade assignments in the elementary school grades will be notified and consulted by their principals as soon as practicable and prior to July 1st. Every effort will be made to avoid reassigning elementary school teachers to different grade levels, unless the teacher requests such change.
- D. Any changes to be made in assignments of secondary teachers after July 1st, must meet with the approval of the teacher involved, unless it is within a subject area in which the teacher is properly certified.
- E. All teacher contracts shall state position as to grade levels, subject areas and building.

ARTICLE VIII

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible.

Recommended class size:

Kindergarten.....20 pupils
Elementary School Grades.....25 pupils

The recommended class size per teacher in the secondary schools shall be as follows:

English	
General Education	
Social Studies	
Mathematics	
Science	25 pupils
Language	
Business	
Typing	
Speech	20 pupils
Chemistry	16 pupils
Industrial Arts	16 pupils
Drafting	20 pupils
Vocational Shop	20 pupils
Homemaking	18 pupils
Music	25 pupils
Art	25 pupils
Physical Education	40 pupils full gym
	30 pupils half gym

If a kindergarten class exceeds 15 students, a teacher aid will be provided at the request of the teacher. If the class exceeds 28 students it shall be split.

If a lower elementary class exceeds 26 students or an upper elementary class exceeds 28 students, the teacher or the Association shall meet with the Administration to discuss possible solutions. If the decision of the Administration is unacceptable to the teacher, that teacher will be entitled to a full time aid.

If a secondary teacher feels his individual student load is too large, the teacher or the Association may request a class size committee to meet to consider a solution to the problem. The class size committee shall consist of three teachers, selected by the NMEA, two administrators selected by the Superintendent, and one board member selected by the Board President. The decision of this committee shall be final.

- B.1. The parties recognize that appropriate texts, library reference facilities, maps and globes, laboratory, shop, audiovisual, athletic, and band equipment, art supplies, current periodicals, standard test and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained whenever financially feasible.
- 2. The parties recognize that certain classes need adequate funds to provide for consumable materials and to acquire and maintain durable goods and equipment.
- C. Under no conditions shall a teacher, under Schedule A be required to drive a school bus as part of his regular assignment.
- D. If an aide is requested and a teacher is eligible for an aide under Section B of this Agreement, and an aide is not hired within thirty (30) days of the request, the teacher shall be reimbursed for the times which the classes exceed the class size, a sum equal to 1/30 (one-thirtieth) their regular annual salary for each student exceeding the class size limit.
- E. When pupils classified as E.I. (Emotionally Impaired) or L.I. (Learning Impaired) as assigned by an E.P.P.C. (Educational Planning and Placement Committee) are assigned to a classroom they shall count as two students for the purposes of this contract. Any other pupil who is mainstreamed and has special problems shall be considered on an individual basis through the E.P.P.C. placement process. A classroom teacher who has the student shall be included in the E.P.P.C.
- F. The Board shall make available in each school at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted, and accessible at all times.
- G. Telephone facilities shall be made available to teachers for their reasonable use.
- H. Adequate designated parking facilities shall be made available to teachers for their reasonable use.

- I. All coaching assignments are voluntary. A coach resigning from such a position must submit his/her resignation to the Superintendent of Schools, in writing, by the date following the completion of the sport as listed:

Football and Girls Basketball	June 1st
Boys Basketball or Volleyball	Sept 1st
Track	Feb 1st
Baseball	Apr 1st

- J. A Class Advisorship Committee shall be established to set guidelines for all class sponsored activities. This committee shall consist of 3 teachers chosen by the Association; 2 Board Members chosen by the Board; 1 Administrator chosen by the Administration and 3 students chosen by the Student Council. This committee shall submit their proposed guidelines to the Board at the Board's regularly scheduled meeting. If the Board does not agree with the proposed guidelines then the items under dispute will be sent back to the committee for consideration and if necessary possible revision. When these guidelines are adopted by the Board they will be incorporated into the Board's Operating and Procedures Policy.

ARTICLE IX

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any vacancy in any professional position or a new opening in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled except on a temporary basis in case of emergency until such vacancy shall have been posted for at least fifteen calendar days.
- B. Any certified teacher may apply for such vacancy. In filling such position the Board agrees to give the due weight to the professional background and attainments of all qualified applicants, the years of teaching experience, length of time each has been in the school system of the district and other relevant factors. The decision of the Board as to the filling of such vacancies shall be final.
- C. Incoming teachers shall receive experience for all years taught with a valid certificate.

ARTICLE X

REDUCTION IN PERSONNEL, & SENIORITY

- A. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program/curriculum and/or staff in a given subject area, field or program, and that the procedures set forth in the article shall be used in reducing personnel.
- B. In the event of a reduction in personnel, the Board shall endeavor to give thirty days notice of lay-off to the Association and to any individual affected, and, in any event ten days notice shall be given in all cases.
- C. In the event of a reduction in personnel, the Board shall retain tenure teachers with the greatest seniority, provided they are certified and qualified to teach the available positions.
- D. Reductions shall be in the following order:
probationary teachers according to certification and tenured teachers according to certification, qualification and seniority. Certification shall be defined as possessing a valid provisional, permanent, continuing certificate appropriate to the teaching assignment.
- E. Qualified shall be defined as:
- a) In the elementary grades (K-6), the holding of an elementary teaching certificate and a minimum of six (6) semester hours credit in reading methods. In addition, teachers in positions of music, physical education, etc., must also possess specific certification in the subject to be taught. The District agrees that this requirement shall be waived if the teacher has a minimum of one (1) year experience at the K-6 level or subject level within the last five (5) years of employment within the district.
 - b) In grades 7-8, a major/minor in the subject area to be taught or a minimum of one (1) year teaching experience in the subject area to be taught within the last five (5) years of employment within the district.
 - c) In grades 9-12, a major/minor appropriate to the teaching assignment as well as sufficient number of credit hours in that academic area to meet accrediting agency standards.
- F. Seniority shall be defined as continuous paid service to the district from date of hire, (including service

in the former districts which are now included in the Engadine Consolidated School District) in positions that require teacher certification.

- a) No later than November 30 of any school year, the Board shall develop an accurate seniority list based on the district's employees, including both active employees and employees on full or partial layoff, according to their length of service in the district. Such list shall also state the assignments, presently held by the employees and the areas in which the employee is certified or licensed.
 - b) A seniority list shall be posted in each building. A copy of such list shall be provided to the Association. Within 10 working days of such posting, any employee disputing the accuracy of the list shall notify the Superintendent's office and the Association in writing. If no written notice is given, the accuracy of the list shall be deemed correct.
 - c) An assignment which starts after the first day of school shall count as a fractional year of service.
 - d) All part-time employees shall accrue seniority on a pro-rated basis.
 - e) Seniority shall not accrue, nor be lost during an approved leave of absence but shall be frozen; except for military leaves which will accrue seniority up to two years.
- G. Recall of tenure teachers (probationary teachers have no right to recall) shall normally be in the inverse order of layoff, i.e., those laid off last will recalled first; provided, however, that a teacher in order to be recalled shall be certified and qualified for the position as herein previously set forth.
- a) The Board shall give written notice of recall by sending a certified letter to said teacher at the teacher's last known address. Said teacher must respond, in writing within ten (10) days receipt of letter, accepting or rejecting (with a reason) the offer or forfeit the right to recall. The Board or its duly authorized agent should provide written acceptance of the teacher's letter. The burden to keep the superintendent's office informed of any address changes is the teacher's responsibility.
 - b) Seniority shall not accrue during layoff but shall be frozen.

c) Any layoff shall suspend for the duration of the layoff, salary and fringe benefits under an individual teacher's contract or this master agreement.

H. Changes in Certification and/or Qualification:

A tenured teacher who because of additional work experiences or college training has changed his/her qualifications and/or certification shall be entitled to recall based on the new certification and/or qualification if proper notification has been given to the Board prior to March 1 for placement in the following school year. A teacher is not certificated to teach a particular subject until he/she receives the certificate issued by the Michigan Department of Education and it is filed in accordance with state statute.

I. It is specifically agreed that the individual teacher's contract is subject to the terms and conditions of the master agreement. All provisions of a teacher's individual contract of employment shall terminate upon layoff.

ARTICLE XI

COMPENSATION:

- A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.
- B. The Appendix A is based upon a normal weekly teaching load, as defined in the Annual School Calendar. For extra duty the teacher shall be entitled to appropriate compensation. For each additional teaching period over thirty (30) periods per week, the teacher will be paid \$15.00 for each class hour of 50 minutes or be allowed to accrue compensatory time off.

Compensatory time off may accumulate up to a maximum of two days per year. Such days may accrue from year to year to a total of no more than 5 days. Such days off must be scheduled with at least one weeks notice and subject to approval by the building principal, taking into consideration such things as availability of substitute teachers, scheduled school activities such as parent conferences, etc. The building principal will make every reasonable effort to accomodate the teachers request.

- C. A teacher engaged during the school day in negotiations in behalf of the Association with any representative of the Board, or if requested by the Board or its representative to participate in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- D. Teachers issued a lay-off notice at the end of a school year and rehired at the start of the following school year shall have any unemployment compensation drawn during the regular summer recess deducted from their gross salary for the following year.
- E. Teachers engaged in teaching on a pro-rata assignment of 1/2 day or more for the school year, shall receive a full step increase on the salary schedule after teaching 10 years in the system.
- F. Teachers assigned to participate in school improvement activities or site based decision making projects during their regular school day shall be released from their regular duties, without loss of salary.
- G. Teachers involved in school improvement activities as defined in Article 23, if scheduled beyond the agreed upon calendar, will be reimbursed at a per diem rate of .0055% of the B.A. Base. All teachers shall be notified of such activities and allowed to apply for participation.

ARTICLE XII

LEAVE PAY

A. Personal Illness - Disability Leave:

Each teacher shall be credited with (13) thirteen days of leave at the beginning of each school year. The unused portion of which shall accumulate from year to year to a maximum of 180 days. Teachers hired after the first day of school in any given year, and part time teachers shall have the (13) thirteen days pro-rated in accordance with their length of service for the year.

A teacher absent from duty because of personal illness or injury, including all disabilities caused or contributed to by pregnancy, miscarriage, abortions, childbirth and recovery, shall be paid their full salary for the period of such absence not to exceed a total of (13) thirteen working days in any one year except where additional leave time has been accumulated. In the event any ones absence, due to illness or disability shall reserve the right to request written notice from a doctor stating the reason for absence.

B. Bereavement Leave:

Each employee shall be granted up to (5) five days, from sick leave, for a death in the Immediate Family.

1. Immediate family shall be interpreted to mean: father, mother, spouse, parents of spouse, brother, sister, child, grandparents, or dependents in the immediate household.
2. Two additional days may be granted by the Superintendent upon request.

C. ILLNESS IN THE IMMEDIATE FAMILY:

The Teacher may take a maximum of three (3) days per illness. For emergency illness additional sick days may be granted at the discretion of the Superintendent. Immediate family shall be defined as in #1 above.

D. Personal Business Leave:

A maximum of three (3) days to be deducted from sick leave shall be allowed for the conduct of personal business. Personal business days are not to be used as vacation days. They shall be used for business that cannot be transacted outside the regular school days.

1. Teachers will notify the principal two (2) school days in advance of taking personal days, except when the principal determines an emergency to exist.

2. Personal days cannot, without special permission of the principal, be taken two (2) school days prior to or following a school vacation.
3. Upon written application, the Superintendent may authorize additional personal business days for just reasons. Such days will be deducted from sick leave.

E. Sick Leave Bank

A sick leave bank for the benefit of teachers shall be established based on the following conditions:

1. Participation by teachers shall be voluntary.
2. The bank shall be established by each member contributing 2 days sick leave and the board contributing 5 days.
3. The maximum number of days that can accumulate in the bank shall be two times the number of enrolled teachers, plus 5 days.
4. The minimum number of days in the bank shall be one times the number of enrolled teachers.
5. When the bank reaches the minimum number of days it shall be replenished in the following manner:
 - a) each enrolled teacher shall contribute one additional day.
 - b) the days in the bank may be replenished once in each fiscal year.
 - c) in succeeding years a teacher who has borrowed from the bank shall replace one-half (1/2) of his/her accumulated sick leave at the end of each year into the central bank until he/she has replaced the loan.
6. The maximum number of days that any teacher shall be able to draw from the sick bank will be thirty (30) days for tenure teachers and twenty (20) days for probationary teachers.
7. A teacher shall not be eligible to draw from the central bank until his/her own personal sick leave has been expired for a period of five working days. If the application is approved, the loan will be extended to cover the five day grace period.
8. The applicant for a loan shall provide proof from a

physician stating that he/she is unable to return to work before a loan shall be granted.

9. The sick leave bank shall be administered by a committee of four, two who shall be selected by the Superintendent of Schools and two by the Association. Teachers shall make application to this committee for a loan from the bank.
10. Decisions of the committee shall not be subject to the grievance procedures.

ARTICLE XIII

LEAVE OF ABSENCE

- A. Teachers may submit requests for leaves of absence without pay to the Board for consideration. The requests shall be in writing on the application provided by the Board and contain a full explanation of the reasons for the desired leave of absence. The application shall be submitted to the Superintendent for recommendation to the Board, or denying the leave of absence as requested. The Board may indicate an alternative arrangement for leave of absence in its answer, which the teacher may accept by submission of an amendment to the original application.
- B. Upon the submission of a request by a teacher the Board shall grant a leave of absence for the reasons and under the conditions as follows:
1. A leave of absence shall be granted to a teacher who is physically unable to perform the duties of employment due to a personal illness or disability and who has exhausted all accumulated leave days, for the duration of the illness or disability, but not to exceed one (1) year.
 2. A child care leave of absence shall be granted to a teacher for the purpose of caring for a new born or newly adopted child or a child which is physically or mentally impaired. Such leaves shall not exceed one (1) year and leaves to care for a new born or newly adopted child will begin with the birth date or adoption date of the child.
- C. All leaves in A and B shall be subject to the following conditions:
1. All leaves of absence may be extended upon request by the teacher and approval by the Board of Education.
 2. Upon return from leave the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave.
 3. Except in emergencies which preclude such notice, the Board shall be provided notice of request for leave sixty (60) days in advance.
 4. Prior to returning from leave the Board may request a physician's statement regarding the teacher's physical fitness for employment.

5. All leaves of absence shall be for the remainder of a school year, or full school year unless otherwise arranged with and approved by the Board.
6. All leaves, in A and B, will be without pay or fringe benefits.

D. SABBATICAL LEAVE

Teachers who have been employed for seven (7) consecutive years in the Engadine Consolidated Schools may be granted a sabbatical leave by the Board for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to, attending a college, university, or other educational institution.

To qualify for such sabbatical leave, a teacher must hold a permanent or continuing teaching certificate.

During said sabbatical leave, the teacher shall be considered to be in the employ of said Board. The Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

Upon successful completion at an approved course of study, teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board. Payment of the retirement contribution based on the teacher's placement on the salary schedule shall be paid by the Board.

Upon his/her return from the sabbatical leave, he/she shall be placed on their former, or a similar position and advanced one years experience on the salary schedule. At no time will more than one teacher be absent on sabbatical leave. Approval by the Board will be contingent upon securing a certified and qualified employee to assume the applicant's duties. Sabbatical leaves shall be granted only once during a teachers tenure in the district.

E. ASSOCIATION LEAVES:

Teachers who are officers of the Association or is appointed to its staff should, upon proper application, be given a one year leave of absence without pay for the purpose of performing duties for the Association.

F. MILITARY LEAVE:

Any regular employee who may be conscripted into the armed forces of the United States for service or training shall be granted a military leave without pay. They shall be reinstated to their position in the school system with full credit on the salary schedule for the two years of military service.

G. CAMPAIGN LEAVES:

The Board may grant leave of absence without pay to any teacher to campaign for or serve in public office.

H. The Superintendent shall be authorized to grant unpaid leaves of absence up to two weeks. Any request for long leaves will require approval by the Board of Education.

I. ASSOCIATION TIME:

At the beginning of every school year, the Association shall be credited with 4 days to be used by teachers who are officers or agents of the Association, for the purpose of attending regional or state association meetings. The Association agrees to notify the Administration no less than forty-eight (48) hours in advance of taking such time. An additional 4 days is available with the Association reimbursing the school board the full cost of the substitute wages.

ARTICLE XIV

TERMINAL LEAVE:

- A. On termination of employment one-half of the accumulated sick leave up to \$4,000 shall be paid at the rate equal to the teachers current pay. An employee must have 10 years of service in the Engadine Consolidated Schools to receive payment.
- B. In case of death, any unused sick leave up to \$4,000.00 shall be paid at the rate equal to the teachers current pay, in a lump sum to the survivor named.

C. Retirement Incentive:

If a teacher has a combined service and age of 75 (seventy-five) points, service to be defined as all service accepted by the State Retirement Board, and has taught a minimum of 15 years in the district, that teacher shall be eligible to retire and receive the following benefits from Engadine Consolidated Schools.

- 1) An annual stipend will be awarded for up to 10 years; or age 65, whichever comes first.
- 2) The annual stipend shall be determined by multiplying the employees highest salary by a "Retirement factor."

Example: Highest salary x retirement factor = annual stipend

- 3) The "Retirement Factor" shall be determined by multiplying the total years of service in the district by .5%.

Example: 30 years service x .005 = 15%
20 years service x .005 = 10%.

- 4) The "Retirement Factor" shall be reduced 1.5% each year after retirement.

Example: Employee with 30 years service

- Year 1 highest salary x 15% = annual stipend
- Year 2 highest salary x 13.5% = annual stipend
- Year 3 highest salary x 12% = annual stipend
- Year 4 highest salary x 10.5% = annual stipend
- Year 5 highest salary x 9% = annual stipend
- Year 6 highest salary x 7.5% = annual stipend
- Year 7 highest salary x 6% = annual stipend
- Year 8 highest salary x 4.5% = annual stipend
- Year 9 highest salary x 3.0% = annual stipend
- Year 10 highest salary x 1.5% = annual stipend

- 5) A member shall indicate his/her intent to retire in writing, a minimum of 90 days before the effective date of said retirement. Failure of such notification shall result in a one year delay for terminal leave benefits.
- 6) An applicant must provide proof of eligibility to apply.
- 7) Applicants who apply after the closing date for the current year will become eligible on July 1st of the succeeding year.
- 8) The member may opt to select the payments in quarterly installments, monthly or annually.
- 9) In case of death of the employee, survivor rights will go only to the employees spouse, or dependent children. There shall be no other survivor rights.

ARTICLE XV

ACADEMIC FREEDOM

Academic freedom shall be guaranteed to teachers. Independent study and investigation at the presentation and interpretation of the facts and ideas in all branches of learning will be encouraged, provided that controversial topics are handled in such a manner as to present opposing points of view.

ARTICLE XVI

Protection of Teachers:

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control. Disciplinary actions and methods invoked by them shall be reasonable, just, and in accordance with established board policy and state law.
- B. Whenever it appears that a particular pupil requires special attention outside the realm of the classroom, it should be brought to the attention of the building principal so that appropriate steps may be taken to provide supplementary assistance.
- C. Any case of assault by a student upon a teacher on duty shall be promptly and properly reported to the superintendent or his designated representative. The Administration will provide counsel to advise the teacher of his rights and obligations with respect to such assault. The administration shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement authorities, and report such incident to the Board of Education.
- D. Time lost in connection with any incident mentioned in this article shall not be deducted from any teacher who performs his/her duties in a reasonable and just manner in accordance with established board policy and state law.
- E. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. Any serious complaint will be submitted to the teacher by the parent or building principal in writing prior to a conference with parent, teacher and the administration.

ARTICLE XVII

TEACHER EVALUATION

- A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated not less than three times during the school year. Tenure teacher shall be evaluated at least once in every two years.
- B. Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- C. Evaluations shall be conducted by the teachers building principal or the superintendent.
- D. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten days thereafter. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file. All evaluations shall be based upon valid criteria for evaluating professional performance and this criteria shall be given to all professional employees at the beginning of each school year.
- E. No later than March 15 of each probationary year the final written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent.
- F. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The administrator shall remove these credentials and confidential reports from the file prior to a review of the file by the teacher.

ARTICLE XVIII

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.
- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education profession shall be promptly reported to the offending teacher and to the Association.
- D. A teacher shall be entitled to have present a representative of the Association when he is being disciplined for an infraction of rules or delinquency in professional performance. This does not pertain to a verbal or written reprimand by the administration.
- E. Any discipline or reduction in rank compensation or advantage shall be subject to the professional grievance procedure hereafter set forth.

ARTICLE XIX

PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community education projects.
- B. Any teacher who successfully completes a course related to his/her instructional responsibilities and is not using such credit towards a degree shall receive full tuition reimbursement from the school district upon previous approval by the administration.
- C. Upon prior approval of the superintendent, a teacher will be entitled to reimbursement of all reasonable expenses (meals, lodging, registration fees, etc.) for attendance at professional improvement activities or events. Travel will either be provided by use of a school vehicle or reimbursed at the I.R.S. rate per mile. If more than one teacher is attending, car pooling will be expected.
- D. Upon request the Board will consider making arrangements for after school courses, workshops, conferences and programs designed to improve the quality of instruction. All teachers desiring to attend shall be allowed to do so.
- E. School will be dismissed one day per year for a professional development and or curriculum improvement activity that teachers will be required to attend. With administrative approval, teachers may substitute another activity scheduled the same day and within 150 miles of Engadine.

ARTICLE XX

PROFESSIONAL GRIEVANCE PROCEDURE:

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of the agreement, may be processed as a grievance as set forth in Appendix G. All grievances must state the specific Article or Articles of the contract that have allegedly been violated misinterpreted or misapplied.
- B. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his building principal, either personally or accompanied by his Association representative.
- C. If as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure on the form set forth in annexed Appendix G, signed by the grievant and a representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him. All grievances must be filed within 15 school days of the knowledge of alleged violation, misinterpretation, or misapplication.
- D. Within five (5) school days of receipt of the grievance, the principal shall meet with the Association representative in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five school days of such meeting, and shall furnish a copy thereof to the Association President.
- E. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five school days of such meeting (or ten school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within ten school days the superintendent or his designee shall meet with the Association representative on the grievance and shall indicate his disposition of the grievance in writing within five school days of such meeting, and shall furnish a copy thereof to the Association President.
- F. If the grievant is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five school days of such meeting (or ten school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, or give such other consideration as it shall deem appropriate. Disposition of the

grievance in writing by the Board shall be made no later than ten days thereafter. A copy of such disposition shall be furnished to the Association president.

- G. If the grievant is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five calendar days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. The decision of the arbitrator shall be not binding upon both parties.
- H. The fees and expenses of the arbitrator shall be paid equally by both sides. All other costs involved shall be paid by the party incurring such cost.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no written grievance shall be adjusted without prior notification to the Association President or representative and opportunity for a Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement.

ARTICLE XXI

NEGOTIATION PROCEDURES

- A. Not later than March 1st. of the school year in which this agreement expires, the Board agrees to open negotiations with the Association over a successor agreement in a good faith effort to reach agreement concerning teachers' salaries, hours, and other conditions of their employment.

- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party. It is recognized that no final agreement between the parties may be excuted without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XXII

AGENCY SHOP

- A. Membership in the Association is not compulsory. Employees have the right to join, maintain or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against an employee as regards to such matters.
- B. Except as provided elsewhere herein, all new employees in the bargaining unit shall, on or before the sixtieth (60) day following: the beginning of the school year, beginning of employment, or the execution of the collective bargaining agreement, whichever is later, either:
1. become a member of the Association, or
 2. pay to the Association an amount of money which the Association certifies in writing as a cost equal to the negotiation and administration of this agreement. Such cost shall be verified and submitted to the Board on or before September 15th of each year and notice of this shall be presented in writing by the Association to all employees.
- C. The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Labor Management Relations Act of 1947, as amended, and construed by the National Labor Relations Board Federal Courts and to the extent that it does not conflict with any Federal or State Laws.
- D. Exceptions to Section (B) above shall be:
- 1) Certified employees excluded by Article I shall not be required to join the Association or pay a service charge thereto.
 - 2) Employees hired during the school year shall be required to tender (through direct payment or deduction authorization) a pro-rated amount of the membership dues or service charge. Such pro ratum shall be based on a maximum of nine (9) months (school year) and the number of months remaining in the school year. (Within a month, it is the majority of days left that shall govern.)

- E. In the event an employee does not tender his/her payment of dues or service charge directly to the union, he/she may execute a written authorization which must be voluntary and is revocable from year to year, between June 1 and September 1. (Such revocation must be given to the president of the Association within 10 working days after the changes are made.) The deductions permitted under the authorization shall be (1) Association Members: The regular and equal amounts of Association dues and fees, including the EEA/NMEA/MEA/NEA assessments and contributions. (2) Non-Members: The certified amount of the cost equal to the negotiations and administration of this Agreement.
- F. The procedure for deductions shall be:
- 1) Deductions shall be made in equal installment and deducted from each pay, beginning with authorization and ending with the final pay period in the instructional year.
 - 2) By the fifteenth of each succeeding month, the Board shall transmit the monies to the Association Executive Secretary.
- G. The following requirements are understood and agreed to by the parties:
- 1) At the beginning of each school year, the Association shall send a list of certified employees who have signed authorizations, revoked authorizations, paid directly to the Association the amount of money outstanding from a certified employee, and any other pertinent information necessary to administer this Article. This information will be updated as need arises, i.e., new employee.
 - 2) Accompanying the transmittal of monies deducted, the employer shall send a list of employees to the Association President who have had monies deducted from their pay, and any other pertinent information necessary to administer this Article.
- H. The service charge paid by non-members cannot be used for any purpose other than the local Association needs such as negotiations, local workshops, scholarship funds, and administration of this agreement. If the Association fails to live up to this Section, this Article shall be null and void during the life of this Agreement.
- I. If any court of competent jurisdiction or administrative agency holds that "Agency Shop" clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State Law, or if the State Legislature enacts a law forbidding the "Agency Shop" clause or any part thereof (which this Article does not conform to or with) this Article shall be null and void.

J. As a condition of the effectiveness of this Article, the Association agrees:

To indemnify and save the Board, each individual school board member, and all administrators, harmless against any and all claims, demands costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

ARTICLE XXIII

I. School Improvement:

- A. The provisions contained in this Article shall apply to all School Improvement plans, programs, or projects. (S.I.P.'S)
- B. In the event that any provision (s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.
- C. Any provision (s) of a SIP or applications thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact of any wages, hours, and/or other terms and conditions of employment on any bargaining unit members must have the written approval of the Association prior to being adopted and/or implemented.
- D. The conditions which follow shall govern employee participation in any and all plans, programs or projects included in the term S.I.P.:
 - 1. Participation by the employee is voluntary
 - 2. Participation or non participation shall not be used as a criterion for evaluation, discipline, or discharge
 - 3. Should there be no volunteers, it will be the Association's obligation to contact all members about representation, and in good faith seek their participation.

II. Site Based Decisionmaking:

Should the Board and the Association agree to implement a program of site based decisionmaking during the life of this contract, the terms and conditions of the implementation, and its effects on the working conditions shall be defined in a Letter of Agreement approved by both the Board and the Association.

ARTICLE XXIV

Two-Way Interactive Distribution System:

The parties agree that the attached addends, entitled "Addenda For Two-Way Interactive Distribution System For Schools In The Eastern Upper Peninsula Intermediate School District" shall be adopted as part of this agreement.

ADDENDA FOR TWO-WAY INTERACTIVE DISTRIBUTION
SYSTEM FOR SCHOOLS IN THE
EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT

I. ADDENDA

- A. This agreement recommended be adopted as part of the local agreement hereinafter referred to as the TIDSS ADDENDA is entered into this ____ day of ____, 19 ____, by and between the MEA/NEA and its respective local unit and _____ schools.
- B. The Two-Way Interactive Delivery System for Schools (TIDSS) is an electronic networking system that provides an alternative instructional delivery system for use of the constituent school districts comprising the EUPISD and LSSU. As such, the system is in effect an "educational utility system" operated cooperatively by constituent school districts.
- C. Each of the districts participating in the project are individual and autonomous districts each with its own local bargaining unit and local collective bargaining agreement. It is evident that any employer - employee relationship remains with each constituent district and local bargaining unit.
- D. The contract language that follows is to be an addenda to each contract in the EUPISD. In order for this addenda to be in effect in any school district, it must be approved by the Board of Education for that district and its respective local association. Areas not covered by the addenda shall be governed by the terms of the local collective bargaining agreement of each constituent.
- E. During the life of this Agreement, any party offering K-12 credit courses over the TIDSS System during the regular school day shall ratify the TIDSS ADDENDA. "Regular school day: shall be defined as the daytime K-12 teacher workday of each local constituent school district as determined by its local collective bargaining agreement.

II. DEFINITIONS

- A. "Telecommunications" or "Telecommunications Classes" shall be defined as the teaching of students via a two-way interactive television system known as Two-Way Interactive Delivery System for Schools (TIDSS).
- B. "Originating Site District" shall be defined as the location/designation in which the responsible teacher is located and wherein the Telecommunication Class is being taught.
- C. "Remote Site District" shall be defined as the location/designation where class instruction is being received via television.
- D. "TIDSS," an educational utility, shall be defined as Two-Way Interactive Delivery System for Schools.

III. RESPONSIBILITIES OF ORIGINATING AND REMOTE SITE DISTRICTS

- A. The originating site shall be responsible for the course content, material selection, instruction, testing and evaluation of students at the originating site district and at all remote site districts.
- B. Behavior or discipline and supervision of students at remote sites shall be the responsibility of the remote site district. If teachers are regularly assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment. No teacher will be (regularly) assigned to supervise remote site students during the teacher's preparation period.

IV. WORKING CONDITIONS

A. CLASS SIZE

The parties mutually agree that the purpose of EUPISD TIDSS is to provide quality, cooperative academic programming in order to enrich education opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including students at the originating site district and those at remote sites, shall not exceed twenty-five (25 students per teacher, per class hour).

B. CLASS PREPARATIONS

1. A teacher assigned to teach via TIDSS, shall have a maximum number of three class preparations including the tele-communications class. However, if it is necessary to exceed the maximum number of preparations one of the following two options may be implemented.

- a. One additional preparation period
- b. A stipend of \$500 per semester

C. CLASS PREPARATIONS

1. Originating sites agree that for a teacher acting as a presenter of a telecommunications class (during the regular school day), the telecommunications course taught shall count as one (1) preparation as reflected on the daily teaching schedule.

D. CLASSES OUTSIDE THE NORMAL SCHOOL DAY/SCHOOL YEAR

1. Teachers who are full time employees presenting telecommunications classes which are scheduled outside the normal school day, shall be compensated at the community school rate for classes taught in the local district.

E. CLASSES OUTSIDE THE NORMAL SCHOOL DAY/SCHOOL YEAR

1. Teachers presenting telecommunications classes which are scheduled outside of the normal school day or normal school year shall be compensated at a negotiated rate of pay at the originating site for such classes.

E. EQUIPMENT

1. Each TIDSS participating district shall be responsible for the repair and maintenance of telecommunications classroom equipment at their site(s). Teachers are responsible for reporting malfunctioning equipment to their immediate supervisors.

F. TRAINING

1. Initial and on-going training in using telecommunications as an alternative educational delivery system shall be made available to teachers who will be presenting telecommunications classes. Telecommunications teachers participating in training outside of the normal school day/school year shall be compensated at the rate of .0007 times the average BA Base for EUPISD K-12 bargaining units, per hour, for such training.

G. TEACHER EVALUATION

1. The evaluation of teachers of telecommunications courses shall be specifically subject to the evaluation process contained in the local collective bargaining agreement of the originating site district. All evaluations/observations shall require the physical presence of the evaluator. No observation for the purposes of evaluation shall be done or conducted by electronic means.

H. MILEAGE

1. Originating site district teachers who, from time to time, may be required to use their personal automobile to travel between sites or to training or to other meetings regarding TIDSS shall be reimbursed for their allowable mileage in a manner consistent with their local collective bargaining agreement, or at the current Internal Revenue Service rate if not specified in the local collective bargaining agreement.

V. JOB SECURITY

- A. The intent and purpose of the TIDSS PROJECT is to provide a vehicle for the cooperative offering and sharing of educational opportunities among the districts ratifying this document and to provide educational resources to the students of these districts in a cost-effective and efficient manner.
- B. It is not the intent and purpose of the TIDSS PROJECT to reduce the total number of bargaining unit members employed or the hours worked as a result of the implementation and use of telecommunications via TIDSS. Local reduction in personnel language shall prevail if staff reductions are necessary.

- C. It is specifically understood that any local school district teacher presenting a K-12 telecommunications class during the day shall be a member of the bargaining unit. Bargaining unit members as used in this agreement shall be defined as those employees of a district organized under the Public Act 379.

VI. SCHEDULING AND ASSIGNMENTS

- A. The TIDSS Program Committee shall develop processes, procedures and recommendations for the annual determination of course offerings and the designation of originating and remote site district locations. The TIDSS Governance Committee shall make the final determination of course offerings, and site locations on or before June 1 of each year.
- B. On or before June 15, of each year, (December 15 for second semester courses) the employer will post, in each building, a list of classes to be provided via two-way instructional television during the following school year. The list will indicate, with respect to each class, the districts that will be receiving same. The list will also identify the number and type of positions required to provide the classes listed. The MEA office will be sent a copy of each posting.
- C. Teachers shall make their interest in teaching such classes known by sending notification of same to the Superintendent or designee in their school district.
- D. Assignments to telecommunications courses shall be made on a yearly or semester basis and shall be by mutual agreement of the employee and the originating site district. such positions shall be filled on the basis of; 1) certification in the subject area; 2) demonstrated ability to use the system; 3) seniority and; 4) employed by the originating site district.
- E. Breaking Ties:
1. Should seniority ties occur between individuals bidding on telecommunications classes, such ties shall be broken and the assignment awarded on the basis of a random draw.

VII. BROADCAST AND REBROADCAST CONDITIONS

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

- A. A telecommunications class may be televised for demonstration purposes by mutual consent of the teacher and the originating site district. Videotapes of telecommunications classes may be used for other purposes by mutual consent of the teacher and the originating site district.
- B. Videotapes of a telecommunications class may be used for makeup work for all students currently enrolled in that telecommunications class.
- C. Videotapes of telecommunications classes are the property of the originating site district.
- D. All instructional presentations broadcast of TIDSS, which teachers are paid to create and produce, may be copyrighted by, and are the sole property of, the designated originating site district.

VIII. ADDENDA REVIEW PROCEDURE

- A. It is agreed that representatives of the TIDSS Governance Committee and the employee designated team will meet annually on or before March 1 for the purposes of reviewing and if necessary, modifying the TIDSS ADDENDA.
- B. Inasmuch as the implementation and use of instruction by two-way interactive television in general and TIDSS specifically is developmental, the parties agree that it may be necessary to meet from time to time, in order to resolve issues that were not contemplated or addressed in this addenda and shall be subject to the approval process as outlined in Section 1.E of the TIDSS ADDENDA.
- C. Either the Association or the EUPISD may initiate interim dialogue regarding the TIDSS ADDENDA by mutual consent that such is desired.

IX. GRIEVANCE PROCEDURE

A. LOCAL GRIEVANCE

X. COURIER SERVICES

The Eastern Upper Peninsula I.S.D. Delivery System may be used to provide regular courier service for the purpose of transporting documents, homework, classwork, tests and materials between the various originating and remote site districts.

XI. LABOR DISPUTES

In constituent school districts where instructional employees are not at work due to a labor dispute with the said district, those students enrolled to participate in a telecommunications course(s) with prior agreement between the local school Board and the Association.

FOR THE ASSOCIATION

FOR THE EMPLOYER

ARTICLE XXV

MISCELLANEOUS PROVISIONS

- A. The Board will make every effort to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognized that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- C. This agreement shall supercede any rules, regulations or practices of the Board which shall be contrary or inconsistent terms contained in any individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board. The Board is authorized to enter into individual one year substitute contracts to fill the vacancies of personnel under this agreement that have been granted a leave of absence by the Board.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. All employees shall be required to present evidence of negative T.B. skin test or X-ray within 15 days after opening of school.
- F. Minutes and agendas of all Board meetings shall be sent to the President of the Association.
- G. During the school year a committee consisting of at least one administrator, two Board members and two members of the local chapter of the M.E.A. will review the School curriculum and make recommendations to the Board of Education regarding course offerings and teacher work load.
- H. In the event both the high school principal and the superintendent are absent from the school building at the same time, the Administration shall designate an employee to assume the acting role of principal.
- I. Article I through XXV contained herein constitute the non-economic portion of the Master Agreement.

APPENDIX A

TEACHER SALARY SCHEDULE
90-91

INDEX	YEARS EX.	B.A.	B.A.PREM/18	M.A.	MA+15
	1	18419.4	19156.17	19708.75	20497.10
1.05	2	19340.37	20113.98	20694.19	21521.96
1.1	3	20261.34	21071.79	21679.63	22546.81
1.15	4	21182.31	22029.60	22665.07	23571.67
1.2	5	<u>22103.28</u>	22987.41	23650.50	24596.52
1.25	* 6	23024.25	23945.22	24635.94	25621.38
1.3	7	23945.22	24903.02	25621.38	26646.24
1.35	8	24866.19	25860.83	26606.82	27671.09
1.4	9	25787.16	26818.64	27592.26	28695.95
1.45	10	26708.13	27776.45	28577.69	29720.80
1.5	11		28734.26	29563.13	30745.66
1.55	12		29692.07	30548.57	31770.51
1.6	13		30649.88	31534.01	32795.37
1.65	14		31607.69	32519.45	33820.22
1.7	17		32565.49	33504.88	34845.08
1.77	20		33906.43	34884.50	36279.88

91-92

INDEX	YEARS EX.	B.A.	B.A. Prem/18	M.A.	MA+15
	1	19524.56	20305.54	20891.28	21935.84
1.05	2	20500.79	21320.82	21935.84	23032.64
1.1	3	21477.02	22336.10	22980.41	24129.43
1.15	4	22453.24	23351.37	24024.97	25226.22
1.2	5	<u>23429.47</u>	24366.65	25069.54	26323.01
1.25	* 6	24405.70	25381.93	26114.10	27419.80
1.3	7	25381.93	26397.21	27158.66	28516.60
1.35	8	26358.16	27412.48	28203.23	29613.39
1.4	9	27334.38	28427.76	29247.79	30710.18
1.45	10	28310.61	29443.04	30292.36	31806.97
1.5	11		30458.31	31336.92	32903.77
1.55	12		31473.59	32381.48	34000.56
1.6	13		32488.87	33426.05	35097.35
1.65	14		33504.15	34470.61	36194.14
1.71	17		34722.48	35724.09	37510.29
1.78	20		36143.87	37186.48	39045.80

92-93

INDEX	YEARS EX.	B.A.	B.A. Prem/18	M.A.	MA+15
	1	20696.03	21523.87	22144.76	23251.99
1.05	2	21730.83	22600.07	23251.99	24414.59
1.1	3	22765.64	23676.26	24359.23	25577.19
1.15	4	23800.44	24752.46	25466.47	26739.79
1.2	5	<u>24835.24</u>	25828.65	26573.71	27902.39
1.25	* 6	25870.04	26904.84	27680.95	29064.99
1.3	7	26904.84	27981.04	28788.18	30227.59
1.35	8	27939.65	29057.23	29895.42	31390.19
1.4	9	28974.45	30133.43	31002.66	32552.79
1.45	10	30009.25	31209.62	32109.90	33715.39
1.5	11		32285.81	33217.14	34877.99
1.55	12		33362.01	34324.37	36040.59
1.6	13		34438.20	35431.61	37203.19
1.65	14		35514.40	36538.85	38365.79
1.72	17		37021.07	38088.98	39993.43
1.78	20	47	38312.50	39417.67	41388.55

* NOTE: Steps 6 through 10 are for calculation of extra duty schedule only.

APPENDIX B

- A. Upon application by the employee, the Board shall provide 100% of the monthly premium toward MESSA PAK as specified below for a full twelve month period, for the employee's entire family. The Board will pay the difference in any deductible and prescription co-pay. Employees hired after the first day of school, in any given year, and all part-time employees shall have their health insurance pro-rated in accordance with their length of service for the year.

Plan A For employees needing health insurance

Super Care 1

Long Term Disability	60%
	\$2,500 Maximum
	180 Calendar Days - Modified Fill
	Freeze on Officers
Delta Dental Plan	100:90/90/90:\$1,500
Negotiated Life	\$20,000 AD&D
Vision	VSP-1

Plan B For employees not needing health insurance

Delta Dental Plan	100:90/90/90:\$1,500
Negotiated Life	\$30,000 AD&D
Vision	VSP-1
Long Term Disability	60%
	Same as Above

- 1) Changes in family status shall be reported by the employee to the superintendent's office within 30 days of such a change. The employee shall be responsible for any over-payment of premiums made by the Board in his or her behalf for failure to comply with this paragraph.
- 2) Employees who have Board provided insurance are responsible to contact the insuring carrier within 30 days of termination for conversion provision available after termination.
- 3) A employee eligible for Medicare shall enroll for Medicare benefits (parts A & B) within 30 days of his or her first eligibility date. The employee shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.
- 4) All employees over age 65 will be given the option to elect primary coverage under the Board's Group Health Plan or Medicare. If the employee chooses the employer provided Group Health Plan, Medicare coverage will be secondary.

- B. For employees not taking health insurance, the Board shall apply upon application by the employee, an amount equal to the 1990-91 single subscriber rate for MESSA Variable Options and/or annuities for the duration of this contract. This annual amount shall be capped at 1990-91 level.

If a husband and wife are members of the same bargaining unit, one will be eligible for the option and one will be eligible for health insurance. Employees hired after the first day of school, in any given year and all part-time employees, shall have their options pro-rated in accordance with their length of service for the year.

Should any law or I.R.S. ruling place other contracted benefits in jeopardy, the annuity program will immediately cease.

- C. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve month period commencing October 1, and ending September 30 even though the teacher may not be returning the next school year. The open enrollment period shall be jointly established by the Board, the Association and Insurance Company Representative, including opportunities for summer pre-enrollment and fall open enrollment.
- D. When necessary, premiums on behalf of the teachers shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceeds amounts of subsidy, the School Board shall make provisions for the excess to be payroll deductible.
- E. The School Board will provide applications, claim materials and enrollment meeting dates for the above mentioned programs.
- F. The Board of Education will pay the retirement cost of the teacher's salary to the State Retirement System.

MEDICAL REIMBURSEMENT PLAN
CLAIM FORM

Name of Participant: _____

Based on the following information, I hereby request medical reimbursement benefits in the amount of \$ _____ for any deductible amounts payable under this Plan and \$ _____ for the co-pay portion of my prescription drug benefit for a total of \$ _____ for eligible medical care expenses incurred during _____ month _____ year.

1. The reimbursable expenses relate to eligible medical care expenses incurred by me, my spouse and/or my dependents, as Sited in Section A of Appendix B in the Master Agreement.
2. The eligible medical care expenses incurred are (1) the deductible amounts payable by me, and if applicable, my spouse and/or dependents under the Employer's group health insurance plan and/or (2) my co-pay portion of the prescription drug benefit payable under the group health insurance plan.
3. I understand that medical care expenses are deemed to have been "incurred" when the services giving rise to the claim are rendered, regardless of when I am formally billed, charged or pay for the service.
4. I have not received reimbursement under any insurance policy, any federal or state health or accident plan or any other plan for these medical expenses.
5. I have attached to this Claim proofs/receipts entitling me to a benefit under this Plan.

Date _____ Participant _____

APPENDIX C

SCHOOL CALENDAR

Monday, Aug. 27	First day of student instruction
Monday, Sept. 3	Labor Day - NO SCHOOL
Friday, Oct. 5	**End of 1st Marking Period
Oct. 8 - 12	MEAP Tests
Fri., Oct. 12	Inservice - If Available - If not, another day
Tues., Oct 16	Parent/Teacher Conferences - Evening
Wed., Oct. 17	Parent/Teacher Conferences - Afternoon
Thurs., Nov. 15	NO SCHOOL - Deer Season
Wed., Nov. 21	**End of 2nd Marking Period
Thur. Nov. 22 & Fri., Nov. 23	Thanksgiving Vacation
Sat., Dec 22 thru Wed., Jan. 2	Christmas Vacation
Thurs., Jan. 3	School Resumes
Jan. 16 - 18	Semester Exams
Fri., Jan. 18	**End of First Semester
Fri., March 1	**End of 4th Marking Period (30 days)
Tues., March 12 & Wed., March 13	Parent/Teacher Conferences - Evening
Mon., March 25 thru Mon., April 1	Parent/Teacher Conferences - Afternoon
Mon., April 1	Easter Vacation
Mon., April 1	*Instructional Make Up Day School Resumes
Fri., April 19	**End of 5th Marking Period
Mon., May 27	Memorial Day - No School
May 29 - 30	Senior Exams
Fri., May 31	Commencement
June 3 - 5	Semester Exams
Wed., June 5	Last day of Student Instruction NOON DISMISSAL

Instructional make-up days - April 1 and week of June 3rd. If make-up days extend into the week of June 10 - exam schedule will be pushed back.

SCHOOL CALENDAR 1991 - 1992 and 1992 - 1993
The second and third year of this contract, the calendar shall include 182 days with one administrative day to be scheduled each semester.

APPENDIX D

ATHLETIC SCHEDULE:

Years Coaching in Position at Engadine

	<u>1-5 years</u>	<u>6-10</u>	<u>11-up</u>
<u>FOOTBALL</u>			
	<u>% OF B.A. SCHEDULE</u>		
Varsity	10.5%	11.0%	11.5%
Var. Ass't	6.3	6.8	7.3
J.V.	6.3	6.8	7.3
J.V. Ass't	4.2	4.7	5.2
<u>BASKETBALL</u>			
Varsity	10.5	11.0	11.5
J.V.	6.3	6.8	7.3
C-Team	4.7	5.2	5.7
8th Grade	3.7	4.2	4.7
7th Grade	3.7	4.2	4.7
Elem (1 Boys)	3.0	3.5	4.0
(1 Girls)	3.0	3.5	4.0
<u>TRACK</u>			
Varsity	6.3	6.8	7.3
Var. Ass't	4.2	4.7	5.2
Jr. High	3.0	3.5	4.0
<u>VOLLEYBALL</u>			
Varsity	6.3	6.8	7.2
J.V.	4.2	4.7	5.2
<u>BASEBALL</u>			
Varsity	6.3	6.8	7.2
Var. Ass't	4.2	4.7	5.2
<u>CHEERLEADING</u>			
Varsity/J.V.	5.0	5.5	6.0
Jr. High/Elem	2.5	3.0	3.5

All figures are percentages of the B.A. Schedule which are based on years of coaching experience with a maximum of ten years of experience.

EXPERIENCE

- 1) All coaching salaries will be based on a percentage of the B.A. salary schedule including years of experience, per sport, to a maximum of 10 years.
- 2) A maximum of five years of coaching experience outside of the Engadine School will be accepted on the salary schedule.
- 3) When transferring, experience will be calculated by the dollar value on the present individuals schedule and placed on the appropriate step of the new schedule. The coach will be credited at the nearest step, without penalty, to the maximum amount.
- 4) A coach cannot advance more than one step on the salary schedule during a school calendar year. (Example) A person coaching both boys and girls basketball will advance one step in each sport per school calendar year.

NON-ATHLETIC SCHEDULE

APPENDIX E

% of BA Schedule to Step 10:
Based upon years experience in
the activit:

Music	10%
Yearbook	4%
School Paper	2.5%
Class Play	3.5%
Olympics of the Mind Coordinator	
Coach	2.0%
Home Ec	.5%
Ind. ARTs	.5%

** Class Advisor: Teachers shall be on a rotational basis for class advisor
ship

1990-91

Senior Class Advisor	6%
Junior Class Advisor	4%
Sophomore Class Advisor	2.5%
Freshmen Class Advisor	1.5%
8th Grade Advisor	.75%
7th Grade Advisor	.75%

Hourly Rate:

Driver's Education	\$15.00 per hour
Prep Time (max 15 hrs)	15.00 per hour
Driving Time	15.00 per hour
Bus Trips	\$15.00 less than 150 miles round trip
	\$20.00 over 150 miles round trip
	\$5.50 per meal

* Extra Duty Events \$15.00 per event

* These events include the following:

1. Workers at athletic events
2. Workers at musical performances
3. Extra-duty scheduled by the principal that is not included in coaching, class advisor, or other paid activities.

** 1st rotation all levels at Step 1
2nd rotation all levels at Step 5
3rd rotation all levels at Step 10

APPENDIX F

SUPERVISION OF LOCKER ROOMS IN CO - EDUCATIONAL P.E. CLASSES

Two student cadets will be appointed to supervise each locker room at the request of the teacher. These cadets will report any problems directly to the building principal. Problems with this program will be referred to the building principal and if not resolved to the satisfaction of the Association will be referred to the committee under Article 8, of this contract.

Teachers will be allowed to sign a statement indicating their non-liability for incidents that occur in a locker room occupied by students of the opposite sex of the teacher in charge of the Physical Education Class.

APPENDIX G

GRIEVANCE REPORT

Grievance # _____ School _____

District Distribution

GRIEVANCE REPORT

1. Supt.

3. Assoc.

Submit to Principal in Duplicate

Building Assignment Name of Grievant Date Filed

Step I

A. Date Cause of Grievance Occured _____

B. Statement of Grievance _____

Relief Sought _____

Signature _____ Date _____

(if additional space is needed in reporting the a above, use an additional sheet.)

C. Disposition by Principal _____

Signature of Principal _____
Date _____

D. Position of Grievant and/or Association _____

Signature _____ Date _____

Step II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature _____ Date _____

C. Position of Grievant and/or Association _____

Signature _____ Date _____

Step III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature _____ Date _____

C. Position of Grievant and/or Association _____

Signature _____ Date _____

Step IV

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature _____
Date of Decision _____

NOTE: All provisions of Article XVIII of the Agreement dated _____ 19____, will be strictly observed in the settlement of the Grievances.

ARTICLE XXVI

DURATION OF AGREEMENT

This agreement shall be effective as of September 1, 1990 and shall continue in effect until August 31, 1993. This agreement shall not extend orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By Lorraine Bertucci
President

By Sara M. Wilcoxen
Secretary

By Donna Germain
Chairman, Negotiating Comm.

By Joseph T. Weber
Negotiating Committee

By John A. Bertucci
Negotiating Committee

By _____
Negotiating Committee

BOARD OF EDUCATION

By _____
President

By _____
Secretary

By _____
Treasurer

By _____
Vice President

By _____
Trustee

By _____
Trustee

NMEA PRESIDENT
Daniel Bennett

Date 9-20-90

NMEA STAFF
Dave Bowman

Date 9/20/90