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This Agreement entered upon ratification on June 28, 2021 by and between the Board of Education of the Johannesburg-Lewiston Area School District, Johannesburg, Michigan; hereinafter called the "Board"; and the Northern Michigan Education Association, MEA/NEA, hereinafter called the "Association."

WITNESSETH:

WHEREAS the Board and the Association recognize and declare a quality education for the children of the Johannesburg-Lewiston Area Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

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

ARTICLE 1
Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all full-time and part-time certificated or licensed teachers and counselors whether under contract, or on leave; excluding: Superintendent, Principals, Supervisory and Executive Personnel, substitute teachers, and all non-professional employees. The term "teacher," when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as defined, and references to male teachers shall include female teachers.

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

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

D. This Agreement shall supersede any rules, regulations, or practices and policies of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

E. All individual teacher contracts shall be made expressly subject to the terms and conditions of this Agreement.

ARTICLE 2 Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher as defined in Article I employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the 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 or non-membership in the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission (MERC), or a mediator from such public agency or an arbitrator appointed pursuant to the provisions of this Agreement from the American Arbitrators Association.

C. The Association and its members may use school building facilities at all reasonable hours for meetings except when school classes are in session, with permission from the administration. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. A bulletin board shall be made available to the Association in each school.

D. The Board agrees to furnish to the Association in response to written requests from time to time all available information concerning the financial resources of the District, allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, together with information which may be necessary for the Association to process any grievance or complaint.

E. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or any other protected class under state or federal law, or membership in or association with the activities of any employee organization or non-membership. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.

F. Teachers shall at all times have access to his/her personnel file which shall be maintained in the Superintendent's office. This file shall be the single personnel

file maintained with respect to each teacher.

G. Freedom of Information Act:

1. The personnel file shall consist of (but not by way of limitation) the following: application for employment; letters of reference; other than those which are exempt from disclosure under law; employee performance evaluations; letters of recommendation, praise, or thanks; disciplinary materials; and letter of resignation.
2. The Board agrees to; attempt to notify the teacher by a reasonable manner when the Board receives a request for all or part of that teacher's personnel file under the Freedom of Information Act. The teacher may request Association representation in the review.

H. No document may be placed in the personnel file without it being previously drawn to the teacher's attention. If the teacher disagrees with the document, the teacher may attach a written rebuttal.

ARTICLE 3 Board Rights

"The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself 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:

1. To the executive management and administrative control of the school system and its properties and facilities, and the contractual activities of its employees;
2. 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;
3. 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 after consultation with appropriate teaching and other professional staff members;
4. 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, after consultation with appropriate teaching and other professional staff members;
5. To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing 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 to the specific and express terms of this Agreement with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States."

ARTICLE 4 Teaching Hours

A. Teachers are required to be in school 15 to the beginning of the school day, and remain after school 15, except before holidays, at which time they may leave after the buses. Further, each teacher is to be at their teaching station 5 prior to the beginning of the first period class. At no time shall the school day exceed 7 1/2 hours. Extra-curricular responsibilities are excluded from the above time schedule.

B. The Board and the Association agree that the total number of contracted days shall not exceed 180 student days and 182 ½ teacher days.

C. 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 (Act of God days) such as due to severe storms, fires, lack of energy or energy directives from the State of Federal governments, epidemics or health conditions as defined by the city, county, or state health authorities, it is agreed that the following school closing provisions shall become immediately effective:

When an Act of God or an employer directive forces the closing of school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall be rescheduled in accordance with the law. All days to be made up will be added to the end of the calendar, unless mutually agreed to do otherwise.

D. Lunch periods will be scheduled by the administration. Each teacher is entitled to, and will be provided, at least a 30-minute, duty free, uninterrupted lunch period.

E. All teachers shall be entitled to one preparation/conference period per day, or on opposite days if on a block schedule, a minimum of fifty (50) minutes while school is in session, split no more than one time with a minimum time of twenty (20) minutes. No more than five (5) minutes per prep period can be reduced from the fifty (50) minutes. That time will be compensated with comp time or equivalent to salary as determined by the teacher. Teachers shall remain in the building during that period. In the elementary section this will be provided, in part by recess, and in part during music, art, physical education, and/or other enrichment programs conducted by other teachers.

F. Class sponsors and coaches shall chaperone their respective events. No teachers shall be required to work at ball games or chaperone spectator buses.

G. No teacher shall be required to take an extracurricular activity. But those that do contract for same must be present at every practice, rehearsal, or event unless each student has been responsibly discharged from the teacher's care.

H. Teachers are obligated to attend teachers meetings, usually after school, two per month as called by the building principal, such meetings to last no longer than one hour and called 48 hours in advance. Short emergency meetings may be called without the advance notice but teachers with prior commitments will be excused.

I. It is the intent of both parties that the minutes between classes when students are passing are not "free" time.

J. Each school will have parent teacher conferences. Semester conferences will be from 4:30-7:00 pm and 12:30-3:00pm and will be scheduled the 7th week of the first semester and the 2nd week of the second semester. IRIP meetings held during these windows may count as a parent teacher conference. First semester conferences will be in person and second semester conferences will have a hybrid option with parents opting for an in-person meeting, email progress, or phone call conference, with the exception of middle school which will be in person.

ARTICLE 5
Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached.

B. Compensation for extra duties and teaching assignments are covered in Salary Schedule "B" of this Contract.

C. Teachers to be employed in the system may, at the Board's discretion, receive one year of credit for each full year of certified teaching experience, up to five (5) years credit, and placed on the appropriate step in the salary schedule. Credit beyond five (5) years may be given at the Board's discretion.

D. Teachers earning approved college credits prior to any semester shall be compensated and/or placed in the appropriate category for the coming semester provided that the teacher has notified the superintendent in writing 20 teaching days into the semester of completed hours (or degrees) and furnishes an official transcript within 90 days after the beginning of the semester. Pay does not begin until after receipt of the transcript. Pay will be retroactive to the beginning of the current semester.

To qualify for BA+30 or MA+30, lateral advancement hours must be in the teacher's area of certification, or part of a verified and planned program leading to a degree in the field of education, additional credits needed to enhance the teacher's classroom effectiveness or knowledge must be approved in advance by the Superintendent. The above criteria are applicable only after the attainment of the primary degree to which the previous salary schedule column applies.

E. The following holidays shall be observed and school closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, and Good Friday.

F. When teachers are authorized to travel in their private vehicles, excluding paragraphs G & H, for the school; they shall be compensated at the rate allowed by the Internal Revenue Service (IRS), provided the Transportation Director or administration deems the school vehicle is not available or appropriate.

G. Any teacher whose daily schedule requires them to be in both buildings, shall be compensated at the rate of \$1,500 per school year for mileage and time of travel that is incurred due to multi-building assignment. This amount is to be paid semi-annually at the end of the 2nd and 4th marking periods. This compensation will be paid in full unless the teacher is unable to perform their contractual obligation.

H. Teachers who, because of scheduling, are required to be in both buildings not on a daily basis, shall be compensated at a pro-rated rate as stipulated in Section G of this Article.

I. Assignments that do not require certification shall be made on the basis of seniority and experience. Summer school assignments include all assignments listed in Schedule B and compensation of such assignments shall be at no less than the teacher's hourly or daily rate as calculated by using the salary of the bargaining unit member provided for in this Agreement, the number of bargaining unit member workdays and the normal workday as provided for in this Agreement.

J. Summer enrichment classes or remedial classes offered through the school with moneys procured through determined grants may be paid for at a rate determined by the administration.

K. Any teacher whose multi-building assignment requires them to work longer than the contracted day shall be paid at a rate of \$1,200 annually.

ARTICLE 6 Teaching Conditions

The Board and the Association recognize that the availability of optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both teacher and the Board. 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. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, technology and audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board or its designee and the Association will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board or its designee undertakes to implement all joint decisions thereon made by its representative and the Association. The Board agrees to keep the schools reasonably and properly equipped and maintained.

B. Under no conditions shall a teacher be required to drive a school bus as a part of his regular assignment.

C. The Board shall make available in each school adequate rest room and lavatory facilities exclusively for staff use and at least one room appropriately furnished, which shall be reserved for use as a teacher preparation and conference room.

D. Telephones have been made available to teachers in their classrooms and the teachers' preparation and conference rooms for their reasonable use, during conference periods.

E. Adequate parking facilities shall be made available and maintained.

F. Notwithstanding their employment, 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.

G. All teachers shall have either a desk with a lockable drawer space and key, or a room key.

H. Returning teachers shall not be required to report more than one (1) day prior negotiated school calendar, and new teachers not more than two (2) days prior to the negotiated school calendar in the fall.

I. By June 15 each teacher will be informed of their anticipated budget for classroom supplies and anticipated teaching assignment for the following school year. It is understood that changes may need to be made after June 15 if necessary.

J. Supervision of students in all areas is the teacher's responsibility during the entire school day. Teachers will cooperate in good housekeeping practices in the halls, respective classrooms, and their lounge.

K. The Board agrees at all times to maintain an adequate list of substitute teachers providing they are available.

L. To ensure safety and security for all members of the school family (students, staff, and community), it is understood that no employee shall be mandated to train for the purpose of carrying weapons on school property. If an employee decides to opt-out of any training that may be offered, their personal decision will not adversely affect placement, evaluation, or any other aspects of their employment.

ARTICLE 7
Teacher Qualifications

Any teacher who is assigned or transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to have the seniority that he or she possessed prior to the assignment or transfer restored to the level he or she had when the assignment or transfer became effective.

A. Elementary School

1. Elementary grades K-5 when housed in self-contained classrooms will be taught by elementary certified and highly qualified teachers.

B. Middle School

1. Teachers for the middle school grades (6-7-8) will hold elementary K-8 certificates or secondary certificates with appropriate endorsements. In either case, teachers in the middle school will only teach subjects in areas in which they are highly qualified, except for exploratory subjects and/or other enrichment areas such as physical education, computers, etc.
2. If a teacher is assigned to teach in the middle school in a subject that is out of his/her teaching major/minor, although within certification, the teacher may be required or request to work up to one year under the guidance of the principal with the assistance of a teacher appointed by the principal.

C. High School

1. Secondary teachers (9-12) will be assigned only to areas for which they are certified and highly qualified.
2. If a teacher is assigned to teach in their minor area and they have not taught in that area in the past five (5) years, the teacher may be required to work with a peer coach to assist the teacher for up to one year. The teacher may also request such assistance.
3. Schedule B: When Schedule B vacancies occur during the summer, notice shall be provided via email to each member of the bargaining unit at the member's school district email.

ARTICLE 8
Illness or Disability

A. All teachers absent due to illness or disability or any other approved reason shall be allowed full pay for a total of twelve (12) days a year from commencement of the school year. If a teacher resigns for reasons other than medical health, pay received for leave taken in excess of 1 1/3 days per teaching month shall be reimbursed to the Board. Any leave injury covered under Worker's Compensation must be paid by Worker's Compensation. In such case, the Board agrees to make up the difference in pay and to deduct a proportionate part of accumulated sick leave assuring the employee of no decrease from payroll to payroll.

B. All teachers shall be entitled to an accumulation of up to one hundred (100) days for the unused portion of each year's sick leave which shall be available in future years, in addition to the twelve (12) days granted for the current year.

C. A record shall be set up for each employee by the Board on which there shall be a continuing accounting of sick leave credit.

D. At the beginning of each year, a report shall be made to each teacher and to the Association, indicating the amount of sick leave to his credit.

E. Holidays or Act of God days occurring during illness or personal leave shall not be considered deductible from the employee's sick leave or personal leave accumulation.

F. When the teacher's sick leave limit has been completely used, the income insurance company will be notified so that long-term disability payments to the teacher can begin according to the terms of the contract with said company.

G. The Board of Education reserves the right to request a physician's examination of any employee whose illness pattern may be a cause for concern, at the Board's expense, including travel expenses. The physician shall be mutually agreed upon by both the teacher and the Board.

H. Teachers will be given the option of being compensated at the rate of \$60 per unused sick day at the end of each year, up to a maximum of 12 days, for all days over 100 accumulated days.

I. Upon acceptance for retirement with the Michigan Public School Employees Retirement System, teachers will be compensated for all of the unused total accumulated sick leave at the rate of \$30.00 per day. Example-Teacher "A" retires with 110 unused sick days. The amount over 100 will be paid at \$60 per day for a total of \$600 and 100 days paid at \$30 each, which equals \$3,000. The grand total for Teacher "A" would be \$3,600.00.

ARTICLE 9
Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article VIII shall upon recovery be allowed to return during that school year.

1. Teachers will be placed on unpaid personal illness leave when requested in writing to the Board.
2. Teachers upon returning from personal illness leave may be required to provide a Physician's slip.

B. All teachers shall be allowed four (4) personal days per year, with no (0) accumulation. Said personal days may be taken 1/2 day at a time. No explanation for these days is necessary. A request must be made in writing to the administration for each personal day three (3) days prior to the date desired except in case of emergency. Personal days are to be used to accomplish activities that cannot be conveniently done at another time. Personal business days are not to be used immediately before and/or after scheduled school breaks of more than a day's duration. In the case of extenuating circumstances, one day before or after a scheduled school break of longer than a day's duration, may be granted by the Superintendent. This is seen as being the most positive for the education of our students. Further, any unused personal days may be cashed in at \$75.00 per day, or added to the individual teacher's sick day accumulation. Any accumulated personal days up to June 30, 1996, may be retained by the individual teacher.

C. Leaves of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

1. For an illness or medical needs of the teacher's spouse, children (biological, adopted, or step), parents, and parents of spouse.
2. A maximum of five (5) days per occurrence for an illness or medical needs of the teacher's brothers, sisters, grandchildren or grandparent and the spouse's brothers, sisters or grandparents
3. A maximum of two (2) days, per occurrence, per school year for attendance at the funeral of a person whose relationship to the teacher warrants such attendance.

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

1. A maximum of five (5) days, per occurrence, will be allowed for a death of the teacher's spouse, children (biological, adopted, or step), parents, spouse's parents, brothers (in-law), sisters (in-law), grandchildren, and grandparents (in-law). The first three days allowed shall not be charged against the teacher's allowance; two days shall be charged against the teacher's sick leave allowance.
2. Absence when a teacher is called for jury duty. The total teacher remuneration from the teaching contract and the jury duty shall not exceed the daily rate of the teacher's pay as determined by the formula found elsewhere in this Contract.
3. Court appearance as a witness in any case connected with the teacher's employment but not if the employee is party against the district or the school or whenever the teacher is subpoenaed to attend any proceeding to which the employee is not a party.
4. Board approved visitation at other schools or for attending Board approved educational conferences or conventions.
5. Time necessary to take the selective service physical examination.

E. Leaves of absence without pay may be granted upon written application and permission of the Board for a period of not more than one year with the exception of military leave for the following purposes but may be extended at the Board's discretion:

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for a license other than that held by the teacher.
3. Study, research or special teaching assignment involving probable advantage to the school system.
4. Teachers on military leave.
5. Medical reasons, both personal and family.
6. Personal

F. Upon a thirty (30) day written request to the Board, a maternity leave or childcare leave shall be granted without pay for a period of up to one year and additional time may be granted upon written request to the Board of Education. A teacher may request in writing to the Board to be reinstated prior to the end of the

leave, subject to the approval of the Board. The teacher will be placed in a position for which the teacher is qualified and certified. The teacher shall notify the Board and Administration in writing, as soon as possible, but not later than 60 days prior to the intended date of return.

G. The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from shall be treated on the same terms and conditions as are applied to other temporary disabilities, including, but not limited to, these terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance within insurance programs, etc.

H. A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period. Leave and benefits accrued shall not extend beyond one inducted period. Upon return from such leave, a teacher shall be assigned to the same position or substantially equivalent position, even if such return necessitates a reduction of staff. Such service time shall not count toward tenure.

I. Deductions from salary made under this policy shall coincide with the number of scheduled school days for that school year, at the rate of 1/182.5 days.

J. Upon application, teachers who have been employed for seven (7) consecutive years in the Johannesburg-Lewiston School District may be granted a Sabbatical Leave without pay for professional improvement of up to one (1) year (limit of two (2) persons per year). It is agreed that professional improvement for purposes of this Article includes, but is not limited to, attendance at a post-secondary educational institution, independent research and study, and travel.

Application for Sabbatical Leave shall be submitted no less than 90 days prior to commencement of said leave.

Upon return from Sabbatical, the teacher shall be restored to the same position or substantially equivalent position, even if such return necessitates a necessary reduction of staff. Seniority shall accrue during the period of the Sabbatical Leave.

K. The employer shall provide to the Association ten (10) days per school year of released time for the handling of Association business as deemed appropriate by the Association president. When such days are taken, the Association shall reimburse the daily substitute rate including retirement costs as required by law to the school district.

L. Eligible employees may take Family Medical Leave Act (FMLA) leave as provided by law and policy. Applicable paid leave shall be concurrent with FMLA. If the employee fails to return to work on his/her own volition, the employee shall reimburse the employer the cost of the health insurance premium.

ARTICLE 10

Teachers' Rights and Responsibilities

A. At the beginning of the school year, Teachers will be furnished with a copy of the district's teacher handbook.

B. Teacher's Rights:

1. Each teacher shall have the right to review the contents of his own personnel file upon request to the superintendent up to two (2) times a year. Unfavorable material may not be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.
2. A teacher shall be entitled to have present a representative of the Association during any investigatory interview. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present. The meeting with the teacher may be delayed no more than twenty-four (24) hours for a representative from the Association to be present.

ARTICLE 11
Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears to a teacher and his/her principal that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil, upon recommendation of school diagnostician.

1. The teacher has the obligation to report any abuse cases to the proper authority.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, if not covered by the Association's insurance, provided the teacher has attempted to follow Board policy.

1. The District will reimburse employees up to \$150, per incident, not covered by the employee's insurance for properly documented loss, damage, or destruction of clothing or personal property of the employee while on duty in the school due to disruptive students, on the school premises, or while performing supervision of students on school sponsored trips, provided the item is necessary and reasonable for work and District/school policies, procedures, and plans are followed.

C. Time lost by a teacher in connection with any assault shall not be charged against the teacher providing gross negligence cannot be proven against the teacher.

D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE 12
Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiation between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selection of representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. At least sixty days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the membership of the Association voting, 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.

D. If the parties fail to reach an agreement in any such negotiation, within sixty (60) days prior to the beginning of the school year, the mediation machinery of the *Michigan Employment Relations Commission (MERC)* may be invoked by either party.

ARTICLE 13
Professional Grievance Negotiation Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress or a prohibited subject of bargaining) relating to wages, hours, terms or conditions of employment, may within forty-five (45) work days of occurrence file a written grievance with the Board or its representative. The Board hereby designates as its representative for such purpose the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building.

B. Within five (5) workdays of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be dated and transmitted within five (5) working days, by the Association, to the superintendent or his/her designee who shall have ten (10) workdays thereafter to approve or disapprove it. If the grievance shall be denied by the superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall be dated and transmitted within ten (10) workdays, by the Association, to the Secretary of the Board, with a statement of reasons why it is being disapproved.

C. Within twenty-five (25) workdays from receipt of the grievance the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 30 days after its submission to the Board.

D. Within twenty (20) workdays, if the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

E. The costs of any arbitration under this Article shall be shared equally by both parties involved, the Board and the Association.

F. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to the principal for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure.

G. If the grievance is not filed within the time line, the grievance is considered waived. If determination is not made within the allotted time periods listed above, the solution sought is granted. Workdays are defined as weekdays excluding Saturdays, Sundays, and holidays.

ARTICLE 14
Discipline Policy

A. Under Michigan Law the teacher is considered to stand in loco parentis, and may use physical force as outlined in the Michigan Corporal Punishment Act, unless otherwise specified in a written directive from the superintendent to a teacher or teachers. Teachers are still allowed to use an appropriate amount of physical force to protect themselves to be consistent with MCL 380.1312, seclusion and restraint, and other applicable laws.

B. The district shall provide, at no cost to the bargaining unit member, a team to respond to the seclusion and restraint needs within the district. The District will provide a safety manual indicating key personnel.

C. The administration and teachers are responsible for the maintenance of proper discipline in the school.

D. The administration will give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom and throughout the school, in accordance with the discipline code as established by the Board and the teachers. Furthermore, all reasonable support shall also include protection from liability from students and/or parents in case of student misuse of the District's electronic resources, whenever teacher negligence is not a factor.

E. Teachers will receive full support of the principal and central administration in any action taken by them pertaining to discipline proven they act within the rules and regulations established by the district. This support shall include defense of the teacher's action by the principal against complaints of parents as well as by the central administration in the event that a criminal complaint is made or civil court action is instituted for damages.

F. It is essential that a clear understanding should exist between the administration and the teachers concerning the above policy. The administration should, therefore, discuss this important matter with teachers frequently enough to insure that all are well informed. The administration should be informed promptly by a teacher when student discipline occurs and as soon after the discipline as possible will submit a written report to the principal. This will permit the administration to be of greatest assistance in working with parents and the teacher for a full understanding and solution of the behavior.

G. If a teacher must send a student from the room, the student will be sent to the principal, and the office will be notified immediately.

ARTICLE 15
Payroll Deductions and Voluntary Membership

A. 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, savings bonds, and all MESSA/MESFA offerings.

B. Membership in the Association is not compulsory. Teachers have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against a teacher as regards to such matters.

1. Definition of a Substitute Teacher. A substitute teacher shall be defined as a temporary per diem employee who is substituting for a regular bargaining unit member during the member's absence.

2. Employee Registry and Wages. Upon request from THE JLEA/MEA/NMEA/NEA, the board will provide annually the current salary/wage/step information for each employee in the bargaining unit.

ARTICLE 16
Professional Behavior

A. The Association recognizes that abuses of sick-leave or other leaves, chronic tardiness absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflects adversely upon the teaching profession and creates undesirable conditions in the school building. Alleged breaches of professional behavior or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best effort to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

B. The Association shall deal with ethical problems arising under the Code Of Ethics Of The Education Profession. The Board recognizes the Code Of Ethics Of The Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

ARTICLE 17
Seniority

I. Seniority

A. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act unless the Board grants immediate tenure to a teacher who had tenure previously in another Michigan school district.

B. Seniority within the school system shall be determined by using the following criteria applied in the exact order listed below until a seniority ranking has been established among teachers.

1. Professional qualifications and certification as required by the Department of Education of the State of Michigan.
2. Years of employment during the last continuous service in the Johannesburg-Lewiston Area Schools.
3. Years of employment during the last continuous service in the Johannesburg-Lewiston Area Schools in grades K-5, 6-8, and in subject matter taught in grades 9-12.
4. Total experience in subject or grade levels in K-12 in the last ten (10) years.

C. Continuous service in the School District shall begin with the last date of hire and continue until termination of employment. Transfers, promotions, demotions, leaves of absence, and/or staff reductions (unless a teacher fails to comply with the Board's recall procedure) shall not constitute an interruption in continuous service. Leaves of absence will not count as years of employment. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

D. All teachers shall have seniority from the last date of hire. Whenever more than one teacher is hired on the same day, placement on the seniority list shall be determined by the Board at the time of hiring by determining the order with which each candidate will be placed on the seniority list.

E. The Association shall be notified and shall have a right to review the seniority list prior to notification of the individuals to be laid off. The seniority list shall contain the date of hire, certification (elementary, middle school, secondary), qualifications (majors, minors, grade levels), endorsements (subject areas) and highly

qualified status for each teacher in the district. Objections to the seniority list shall be within 10 days of the distribution of the list.

F. Teachers who are laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary schedule if employed for more than one-half of the school year; otherwise such teachers shall remain on the same salary step.

II. Miscellaneous

A. Any full time, tenured teacher laid off pursuant to this Article shall have the right to purchase their own insurance as per law (Cobra, etc.). This will take effect for any teacher hired on or after July 1, 1996. Full time tenured teachers hired prior to July 1, 1996, will continue to receive insurance protection for one (1) calendar year from the date of the layoff or until similar benefits are available to the teacher from another employer. Any part time tenured teacher laid off will be given the same benefits as above only pro-rated to the amount of time worked (i.e. one-half time teacher would receive up to 6 months of benefits).

ARTICLE 18
Miscellaneous Provisions

A. Copies of this Agreement shall be printed within twenty (20) days after ratification at the expense of the Board and the Association and presented to all teachers now employed or hereafter employed by the Board.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application 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.

C. The President of the Association shall be furnished with a copy (via email) of the agenda (prior to said meeting) and the approved minutes of each regular or special meeting of the Board of Education.

D. The Board shall provide electronic access to its policy and district guidelines, and shall provide the Association President with notification (via Board agendas and minutes) of all updates to these documents within fifteen (15) work days of the formal adoption of any change by the Board. The Board will provide every current teacher and each new teacher a copy of the Board policies and district guidelines for Articles VII (Assignment and Transfer), X (Evaluations and Observations), XVII (Reduction and Recall), and XIX (Discipline and Discharge) replacing the language that has been removed from the contract due to PA 103 of 2011.

ARTICLE 19
Site-Based Decision Making and School Improvement Planning

The provisions contained in this section shall apply to all school improvement plans (SIP), including those provided in Public Act 197 of 1989, and in Public Act 25 of 1990 (MCL 380.1277).

In the event that any provision(s) of SIP or application thereof violates or contradicts the collective bargaining agreement in the areas of wages, hours, and terms and conditions of employment of teachers, said changes must be mutually agreed to by the Board and Association, in writing, prior to being adopted and/or implemented.

Participation or non-participation on school improvement and district wide planning teams shall be voluntary and shall not be used as a criterion for evaluation or discipline.

Site-Based Decision (SBD) making is the process by which the teachers at the work site jointly make decisions affecting their working conditions. Decisions made by SBD committees shall not violate the Agreement.

ARTICLE 20
Mentor Teachers

The Board and Association recognize the need for assignment of mentor teachers to probationary teachers in their first three (3) years of classroom teaching, as required by Section 1526 of the School Code. New teachers in the district will be assigned a mentor teacher for a minimum of one (1) year up to three (3) years.

A. Mentor teachers shall be assigned in accordance with the following:

1. Every effort will be made to match the mentor teachers and mentees who have the same building level certification.
2. The mentor teacher assignment shall be for one (1) year.
3. A bargaining unit member shall not be assigned involuntarily to serve as a mentor.

B. The relationship shall be confidential.

C. The mentor will be involved in the development of the mentee's IDP (Individualized Development Plan).

D. The mentor and/or mentee may have, upon request, and as approved by the principal, release time for the purpose of observation or direct work with the mentee during the regular school day and school calendar year.

E. The Board and the Association recognize the importance of the mentoring process and realize that it cannot be completed within the school day. The mentor teacher may accrue up to seven (7) hours of comp time, per year, for the time spent mentoring beyond the confines of the regular school day and school calendar. Such time will be documented and signed by the mentee, mentor, and building principal.

ARTICLE 21
Least Restrictive Environment

A. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that to the extent to which any individual student should participate in regular education programs and services involves considerations of that student's unique needs as determined by an Individual Education Planning Committee (IEPC). Although it is agreed that the student's participation and right to participate in regular education programs and services cannot be affected by this Agreement, the District does agree to consider how the student's placement will affect teachers when determining the student's placement.

B. The District shall determine the need for a teacher who will be providing instructional or other services to a student to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. The District shall provide release time in the event the District directs or authorizes a teacher to attend an IEPC which is scheduled during a time the teacher is assigned to teach a class.

C. If any teacher has a reasonable basis to believe that a student's current Individual Education Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal in writing.

D. On a case-by-case basis, the District, after consultation with the teacher, will determine what training and other support should be provided to a teacher(s) who will be providing instructional or other services to a student with an IEP.

ARTICLE 22 Teacher Responsibility

A. Automated Substitute Management System (ASMS)

For planned absences, the teacher may submit written notification or may use the Automated Substitute Management System (ASMS). The teacher will use the ASMS for notification of absences after school hours, or prior to 7:30 a.m. on the day the teacher will be unavailable. In the event that the teacher cannot access the ASMS system, the teacher will notify the building principal or designee. Members will not be held liable for any ASMS system failure. Administration will supply each teacher with a laminated wallet-size ASMS card containing the information necessary for the teacher to access the ASMS system or to contact the building principal. On the first working day following his absence, each teacher will be required to give his principal a written, signed statement indicating the reason for his absence. Failure to comply with a written statement can result in the withholding of pay for such leave dates.

B. Lesson Plans

It is understood that lesson plans are tools used by teachers for instructional preparation. Lesson plans will be designed by the teacher, and will vary, as they are intended to meet the needs of the individual teacher. Lesson plans may be reviewed once per month or as deemed necessary in an IDP (Individualized Development Plan) developed between the principal and the individual teacher. At the time lesson plans are reviewed, administration will provide feedback. A first year teacher's lesson plans may be reviewed more frequently as determined in their IDP.

C. Electronic Grading System

Good communication between students, teachers, and parents on the educational status of each student is essential. Teachers will update grades to the electronic grading system weekly unless other arrangements have been made with the appropriate administrator. Teachers will not be held liable for failure of any component of the electronic grading system or for the actions or inactions of the system administrator. In the event of data loss, teachers may be required to re-enter student data. If a teacher is directed to re-enter said data, he will be compensated with comp time. In the event of data loss due to teacher error, the teacher will be required to re-enter student data without compensation. Training in the use of the electronic grading system will be provided to all new teachers and to any teacher who requests assistance.

ARTICLE 23
VOLUNTARY SEPARATION PLAN

A. Each contract year the enrollment opportunity for participation in this Voluntary Separation Plan is from January 1 – April 15. The date of the participant’s resignation will be June 30 of that same school year.

B. Participation is limited to no more than three (3) enrollees per year. If there are more than three (3) candidates, the selection will be made on a “first come, first serve” basis.

C. To be eligible, each prospective candidate must have 25 years of eligible retirement service accrued by June 15 of the calendar year in which the participating employee’s June 30 resignation is to take effect.

D. Participation is limited to the three (3) following individuals:

Kevin Foster
Heather Huff
Theresa Renkiewicz

Each of these individuals has been continuously employed by the District prior to December 31, 1996.

E. Payment Options. A participating employee may elect one of the three following options:

1. A one-time \$15,000 payment made by September 30 of the calendar year in which the participant’s resignation is effective.
2. Two (2) equal payments of \$8,500 each. The first payment is to be made by September 30 of the year in which the participant’s resignation is effective and the second payment is to be made by September 30 of the subsequent year.
3. Three (3) equal payments made in the following manner:
 - a. \$7,500 by September 30 of the calendar year in which the participant’s resignation is effective.
 - b. \$7,500 by September 30 of the subsequent year.
 - c. \$7,500 by September 30 of the following year.

Payments for a participating employee will be made to a 403b plan approved by the District. An eligible employee selected for participation in the Plan must submit to the Business office on or before April 15 of the school year in which the employee’s resignation is to take effect an executed Letter of Resignation, effective June 30 of that year.

F. A participating employee is solely responsible for any and all tax consequences for participation in this Voluntary Separation Plan. The District makes no representation regarding the tax liability to a participating employee for participating in the Voluntary Separation Plan.

* * *ARTICLE 24
Duration of Agreement

A. The non-economic and the economic portion of this Agreement as set forth in Schedules "A" and "B" shall be effective upon ratification and continue in effect until June 30, 2024.

JOHANNESBURG-LEWISTON
BOARD OF EDUCATION

NORTHERN MICHIGAN EDUCATION
ASSOCIATION/MEA/NEA

Scott Mathewson, President

Mike Zimmerman, NMEA President

Wendy Huston, Secretary

Deborah K. Larson, NMEA Liaison Staff/14A Uniserv Director

Ann Quay, Negotiating Comm. Member

Janet Serba, Negotiating Comm. Member

Mark Peppin, Negotiating Comm. Member

Melissa Tallman, Negotiating Comm. Member

Rochelle Wangler, EA President/Lead Negotiator

JOHANNESBURG-LEWISTON AREA SCHOOLS

SCHEDULE A

DEFERRED DAYS OF COMPENSATION

2010-2012

Teachers will earn one (1) deferred day of compensation in each year they were employed during the 2010-2012 contract, to be paid at their daily rate at the time they retire from Johannesburg-Lewiston Area Schools. To qualify for the deferred day(s), the teacher must also have been employed with the District by July 1, 2010. The teacher must be eligible, apply, and be accepted for retirement with the Michigan Public School Employees Retirement System.

SCHEDULE A

2020-2021 Schedule A					
STEP	BA	BA + 20	BA+30 MA	MA + 15	MA+30 SPEC
0	\$ 40,188	\$ 41,640	\$ 43,167	\$ 44,828	\$ 46,487
1	\$ 41,544	\$ 43,044	\$ 44,619	\$ 46,330	\$ 48,048
2	\$ 42,947	\$ 44,496	\$ 46,121	\$ 47,883	\$ 49,667
3	\$ 44,406	\$ 45,646	\$ 47,678	\$ 49,496	\$ 51,344
4	\$ 45,912	\$ 47,565	\$ 49,293	\$ 51,169	\$ 53,078
5	\$ 47,475	\$ 49,182	\$ 50,966	\$ 52,896	\$ 54,880
6	\$ 49,093	\$ 50,858	\$ 52,697	\$ 54,690	\$ 56,742
7	\$ 50,769	\$ 52,593	\$ 54,490	\$ 56,546	\$ 58,674
8	\$ 52,508	\$ 54,392	\$ 56,350	\$ 58,468	\$ 60,673
9	\$ 54,307	\$ 56,253	\$ 58,275	\$ 60,462	\$ 62,746
10	\$ 56,173	\$ 58,184	\$ 60,271	\$ 62,527	\$ 64,892
11	\$ 58,102	\$ 60,183	\$ 62,338	\$ 64,667	\$ 67,118
12	\$ 60,102	\$ 62,253	\$ 64,480	\$ 66,880	\$ 69,421

AFE

RAISE

<5%	REOPEN
≤6%	HARD FREEZE
>6%<8%	SLC
≥8%<10%	SLC + 12% AFES + ½% ON-SCHEDULE PAY INCREASE
≥ 10% <12%	SLC + 12% AFES +1% ON-SCHEDULE PAY INCREASE
≥12%<15%	SLC +15% AFES + 1.5% ON-SCHEDULE PAY INCREASE
≥15%<17%	SLC +17% AFES + 2% ON-SCHEDULE PAY INCREASE
≥17%<19%	SLC +19% AFES +2.5% ON-SCHEDULE PAY INCREASE
≥19%<21%	SLC+21% AFES + 3% ON-SCHEDULE PAY INCREASE
≥21%<23%	SLC + 23% AFES +3.5% ON-SCHEDULE PAY INCREASE

<u>>23%<25%</u>	<u>SLC +30% AFES + 3.5% ON-SCHEDULE PAY INCREASE</u>
<u>>25%</u>	<u>SLC +40% AFES + 3.5% ON-SCHEDULE PAY INCREASE</u>

MERIT PAY

Any teacher who earns a three year average evaluation score of minimally effective or ineffective will not have the formula applied, with the exception of the insurance hard cap.

*AFES (Audited Fund Equity Surplus) is a lump sum one-time payment for the affected contract year, disbursement to be determined by the union. Payment to be included with the first pay period in December, provided disbursement notification has been received from the union prior to November 15.

SLC refers to steps, lanes, and the insurance hard cap.

LONGEVITY

Longevity is defined as years of service at Johannesburg-Lewiston Area Schools for all persons hired after July 1, 1996. Placement on the salary schedule does not constitute longevity in the district. The annual rate of longevity pay shall be based upon the teacher's Schedule "A" salary, according to the following schedule:

- 5% commencing at 14 years in the district
- 6.5% commencing at 16 years in the district
- 7.5% commencing at 18 years in the district
- 8.5% commencing at 21 years in the district
- 9.5% commencing at 25 years in the district
- 1.5% additional commencing at 28 years in the District*

*Twenty-eight (28) years can be a combination of time purchased from MPSERS plus longevity at Johannesburg-Lewiston Area Schools as per contract language only applies to teachers employed in the district prior to the 2021-2022 school year.

It is the responsibility of the individual staff member to advise the Superintendent when they have reached 28 years of service as defined above.

SCHEDULE B

I. Salaries under this part will be determined by using a percent of the step of the Salary Schedule below which reflects the number of years of experience the teacher has in the specific duty at Johannesburg-Lewiston through the tenth (10) step. Job descriptions for each Schedule B position will be mutually agreed upon by the Board or its designee and the Association. Annual assignments of Schedule "B" activities are at the sole discretion of the Board.

Schedule B rates will increase in accordance with schedule A formula.

Teacher

1	39,051
2	40,455
3	41,915
4	43,422
5	44,986
6	46,605
7	48,281
8	50,021
9	51,822
10	53,689

ACTIVITY	PERCENT
Head Football	11.5
Assistant Football	8
JV Football	8
JV Assistant Football	5.5
Head Basketball	11.5
JV Basketball	8
Freshmen Basketball	6.5
Middle School Basketball	4.5 (per team)
Varsity Volleyball	10
JV Volleyball	7
Middle School Volleyball	4
High School Cross Country	7
Middle School Cross County	3
Girl's Track	8
Boy's Track	8
Baseball	8
Softball	8

JV Baseball	4
JV Softball	4
Boy's Middle School Track	3
Girl's Middle School Track	3
Yearbook	3 or 6 (per job description)
Band	8.5
Pep Band	2
Elementary Programs	2
Senior Sponsor	4
Junior Sponsor	3
Sophomore Sponsor	2
Freshmen Sponsor	2
All Other Sponsors	2
National Honor Society	
Student Government	
MS Class Sponsors (7 th and 8 th grade)	
MS Student Council	
Middle School camp	
Two Teachers	3
Odyssey of the Mind	
K-5 Johannesburg	3
K-5 Lewiston	3
6-12 Johannesburg-Lewiston MS/HS	3
Concession Stand Coordinator	\$2,500 annually
Athletic Director	
High School	10
Middle School	2

II. Only the following fall sport coaches are eligible for summer pay – Boy’s High School Football, Girl’s High School Volleyball and High School Cross County - 1.5% additional.

III. Athletic Director is administrative in nature and is not guaranteed to teachers. The athletic director will evaluate all district approved non-teaching coaches and will work with building administration to evaluate current teaching staff coaches.

IV. EA members who are authorized to provide team transportation to games with their personal vehicles will be entitled to reimbursement at the rate allowed by the

internal revenue service (IRS), provided the Transportation Director or administrator deems the school vehicle is not available or appropriate.

V. Comp Time

1. For every seven (7) hours that a regular Johannesburg-Lewiston teacher substitutes, he/she will accrue one (1) day of comp time. Any one teacher may accrue up to three (3) comp days during one school year. A comp day may be taken in fifteen (15) minute increments with a three-day notification request to the building principal.
2. If more than three (3) teachers are requesting comp time for the same day, the availability of substitutes will be the determining factor. This is to be determined by the respective building principal.
3. Any or all comp time hours may be cashed in at \$20.00 per hour at the end of each school year.
4. Comp time will be accrued on a semester by semester basis and added to that individuals available time beginning with each succeeding semester.
5. A regular teacher substituting in a classroom for another teacher (including elementary teachers) will receive \$20.00 per hour, unless specified by the substituting instructor as comp time, or if said teacher has already accrued 21 comp hours during that particular school year.
6. Maximum carryover of three (3) comp days per year.

VI. The Board shall provide to the bargaining unit member MESSA Plan A OR Plan C OR Plan D for a full twelve (12) month period for the bargaining unit member and his/her entire family.

Following a mutually agreed upon open enrollment period, employees can elect MESSA Health Plan A or Plan C or Plan D. Enrollment for MESSA will take effect January 1.

Provided that the district's audited fund equity for the current fiscal year is greater than 6% of expenditures, as indicated in the approved board audit report in the section entitled *Statement Of Revenues, Expenditures and Changes In Fund Balances, Governmental Funds For The Year Ended June 30, 2021*, in the cell indicating *General Fund, Fund Balances, End of Year*, the board shall pay the following annual amounts, in 2021 toward the cost of the MESSA (1) Plan A OR (2) Plan C OR (3) Plan D health insurance premium AND Plan C Health Savings Account, times the number of members in the unit in each subscriber category. The

employer paid amounts shall adjust annually at the beginning of the plan year based on the audited fund balance formula.

Any amounts exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

Based upon the employer payment contributions as stated above, a payroll deduction schedule will be developed for the members' premium contributions and/or health savings account (HSA) as applicable. These annual employer paid amounts will be adjusted for the current fiscal year to the maximum payment permitted under Section 3 of the publicly funded Health Insurance Contribution Act for each of the three coverage categories provided that the district's audited fund equity for the current fiscal year is *greater than* 6% of expenditures as indicated in the approved board audit report in the section entitled *Statement of Revenues, Expenditures and Changes in Fund Balances, Governmental Funds for the year ended June 30, 2021* in the cell indicating *General Fund, Fund Balances, End of Year*. The cap adjustment, if applicable, will take place with the first full pay period in January.

The member's premium contribution will be payroll deducted in equal bi-weekly amounts from the teacher's first twenty-one (21) or twenty-six (26) paychecks, and will not be subject to withholding provided compliance with applicable sections of the Internal Revenue Service Code.

The employer's "Qualified Section 125 plan" shall include provisions necessary for pre-tax contributions to employees HSA accounts administered for MESSA through HealthEquity (HEQ). Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HSA up to the maximum amounts allowed by federal law.

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility rules is increased beyond the current deductible level in the MESSA ABC Plan 1 (Plan C), the deductible will automatically adjust to meet the federal minimum requirement. The employee's contribution will be adjusted to reflect this increase in the deductible. In the event the minimum deductible necessary for compliance is increased, the employer's total payment will not be increased even though the employee's contribution may have to increase.

The Business Office will perform a cap audit as soon as renewal rates are available in the Fall for each member:

1. The Business Office will check the premium due for the remainder of the plan year against the premium paid. Member's premium payments will be reduced or increased accordingly.

2. The Business Office will inform the member of the anticipated Premium payments for the following plan year, as soon as the audit is completed. Member's premium payments will be reduced or increased accordingly.

Bargaining unit members not electing MESSA Plan A or Plan C or Plan D shall receive MESSA Plan B. All non-medical MESSA Plan A, B, C AND D benefits, as described below, shall be fully paid by the Employer.

Health Benefits for Employees:

Health Plan A Choices II PPO
 \$500/\$1000 Deductible
 \$20/\$25/\$50 OV
 Saver RX

Or

Health Plan C MESSA ABC HSA PLAN 1
 \$1350/\$2700 Deductible (2018)
 \$0 Office Visit
 ABC Mail

Or

Health Plan D Choices II PPO
 \$500/\$1000 Deductible
 \$20/\$25/\$50 OV
 20% Co-Insurance
 3 Tier Mail RX

Or

Plan B

1. The Employer shall provide a cash option in lieu of health benefits with Plan B. The yearly cash amount shall be \$5,000. The Employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

2. The amount of cash payment received may be applied by the bargaining unit member to an MEA Financial Services Tax-Deferred Annuity. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

Non-Medical Benefits for Plan A or Plan B or Plan C or Plan D :

Long Term Disability	66 2/3% \$6000 Maximum Monthly Benefit 30 Calendar Day - Modified Fill Social Security Offset Alcoholism/Drug Waiver-Same as any other illness Mental/Nervous Waiver- Same as any other illness
Delta Dental	80/80/80:\$1,300*; or 50/50/50:\$1,300* (COB) (Class I & II Maximum at \$1,000) (Plan Year: July 1 through June 30) *Lifetime maximum for Delta's Class III Benefits
Negotiated Life	\$50,000 AD&D
Vision	VSP-3G (Plan Year: July 1 through June 30)

The program will become effective January 1, or a date not more than ninety (90) calendar days from the date of this Agreement. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.

The insurance plans may be modified to reduce employee premium contributions after mutual agreement between the Association and the Board.

VII. Compensation for large academic class loads except for band and study hall is as follows:

1. Elementary (K-5) shall have a maximum class size of thirty (30) pupils.
2. Middle school (6-8), and high school classes except life management, industrial arts, and art; shall have a maximum class size of thirty (30) pupils. Life management, industrial arts, and art classes shall have a maximum class size of twenty-five (25) pupils.
3. It is agreed by the Association and the Board of Education that combining more than one grade level in a single academic classroom is not educationally sound. If it becomes unavoidable to have students from different grade levels in the same classroom requiring lessons aimed at

more than one grade level, then the maximum class size shall be twenty (20) pupils, unless classroom space is not available and then the maximum shall be 25 pupils.

4. Items 1 and 2 above shall be calculated on count day of each semester and payment made at the end of each semester.

Teachers who are assigned classes which exceed these maximum limits shall receive additional compensation for those class hours that the class size is actually exceeded. Teachers who are assigned classes which exceed these maximum limits shall receive hourly compensation at the following rate per pupil over the maximum:

$$\text{Compensation} = \frac{\frac{3}{4} \$50,000}{180 \times 6 \times \text{Maximum Load}}$$



**JOHANNESBURG-LEWISTON AREA SCHOOLS
2021-2022 CALENDAR**

**Classes begin at 8:00 a.m. in Lewiston and conclude at 2:47 p.m.
Classes in Johannesburg begin at 8:20 a.m. and conclude at 3:07 p.m.**

Tuesday	August 24	Teacher In-Service
Wednesday	August 25	Teacher In-Service/K-5 Back2School Night
Thursday	August 26	Teacher In-Service (Half Day 8am-11:30am)
Monday	August 30	First Day of School
Friday	September 3	No School - Labor Day Weekend
Monday	September 6	No School - Labor Day
Friday at the end of the contracted day]	October 1	1 st Quarter Progress Reports Sent Home [Grades due 9/28
Thursday	October 14	Parent/Teacher Conferences (4:30 pm-7:00pm)
Friday	October 15	½ Day students Parent/Teacher Conf.(12:30pm-3pm)
Thursday	October 21	Half Day students/Half Day PD
Friday contracted day]	October 29	End of 1 st Marking Period [Grades due 11/2 at the end of the
Monday	November 1	Teacher In-service – No School
Monday	November 15	No School - Hunting Day
Wednesday	November 24	Thanksgiving Break – ½ Day
Thursday	November 25	Thanksgiving – No School
Friday	November 26	Thanksgiving Break – No School
Wednesday	December 8	Half Day students/Half Day PD
Friday at the end of the contracted day]	December 10	2 nd Quarter Progress Reports Sent Home [Grades due 12/7
Wednesday	December 22	End of Day - Christmas Break Begins
Monday	January 3	Classes Resume
Friday at the end of the contracted day]	January 21	End of 1 st Semester – ½ Day students [Grades due 1/25
Thursday	February 3	Half Day students/ Half Day PD
Thursday	February 10	Parent/Teacher Conferences (4:30pm-7:00pm)
Friday	February 11	½ day students; Parent/Teacher Conf (12:30pm-3pm)
Friday	February 18	Half Day /President’s Day weekend
Friday at the end of the contracted day]	February 25	3 rd Quarter Progress Reports Sent Home [Grades due 2/22
Wednesday	March 2	Half Day students/Half Day PD
Friday contracted day]	March 18	End of 3 rd Marking Period [Grades due 3/29 at the end of the
Monday	March 21	Spring Break Begins – No School
Monday	March 28	Classes Resume
Friday	April 15	Good Friday – No School
Friday at the end of the contracted day]	May 6	4 th Quarter Progress Reports Sent Home [Grades due 5/3
Monday	May 30	Memorial Day – No School

Friday	June 3	Graduation
Friday	June 3	End of 2 nd Semester ½ Day students; Last Day of School

[Grades due at the end of the contracted day 9-12; Grades due 6/2 for grades K-8 at the beginning of the contract day]

**The removal of mid-winter break/President’s Day Monday is for the 2021-2022 contract year only, this does not set precedence.

6th-8th grade teachers are required to attend Middle School Transition Night in lieu of Back to School Night. 9th-12th grade teachers are required to attend High School Transition Night/Freshman Orientation in lieu of Back to School Night. Teachers who teach in multiple buildings/locations should ask their building principal which night to attend. Teachers will be notified of these dates prior to the last day of the first semester. Teachers may leave after students leave on the half day at the end of the first semester provided all of their grades are in on time. Teachers may leave one (1) hour after student dismissal on the half day at the end of the second semester provided all of their end of the year checklist is completed.

PD Days

1. Tuesday, August 24 (8:00-3:00, 45 min lunch break = 6.25 hrs)
2. Wednesday, August 25 (8:00-3:00, 45 min lunch break = 6.25 hrs)
3. Thursday, August 26 (1/2 day – 8:00-11:30 – 3.5 hours)
4. Monday, November 1 (COPESD Day, hours TBD, 6.25 hrs)
5. Regularly Scheduled PLCs in half day increments
 1. October 21 (12:45-2:45)
 2. December 8 (12:45-2:45)
 3. February 3 (12:45-2:45)
 4. March 2 (12:45-2:45)

Total PD Hours provided = 30.25 hrs

Days of Instruction HAVE NOT DOUBLE CHECKED

- 180 TOTAL DAYS OF INSTRUCTION
 - 10 half-days included (2 P-T conferences, Thanksgiving Weds, End Semester 1, End Semester 2, 4 half days for PD, President’s Day Weekend)
- Quarter One –43 days
 - 20 Days from start until grades are due (Tues prior to PR release)
 - 22 days from PR Tues until end of quarter
- Quarter Two –49 days
 - 22 days from start until grades are due (Tues prior to PR release)
 - 25 days from PR Tues until end of quarter

SEMESTER ONE 92 DAYS

- Quarter Three –40 days
 - 21 Days from start until grades are due (Tues prior to PR release)
 - 23 days from PR Tues until end of quarter
- Quarter Four –48 days
 - 22 Days from start until grades are due (Tues prior to PR release)
 - 22 days from PR Tues until end of quarter

SEMESTER TWO 88 DAYS

2021-2022 PD Times for Half days

Lewiston 7:40-2:57
8:00-11:30 – students
11:30-12:00 lunch for teachers
Travel time to Johannesburg
12:45-3:02 PD and staff meetings (PD 12:45-2:45)
Johannesburg 8:00-3:17
8:20-12:00 - students
12:00-12:30 lunch
12:45-3:22 PD and staff meetings (PD 12:45-2:45)

CALENDAR LANGUAGE

The length of the school calendar will be 180 student days. The calendar will reflect 180 days of instruction and 182 ½ teacher working days. Included in the total will be the following: (built in, not added on)

1. One (1) 1/2 day record day at the end of each semester.
2. One (1) 1/2 day off before the Thanksgiving break.

In addition to the above, Professional Development days (PDD) will be added as follows, unless legislation changes the number and/or date of compliance.

Each teacher is expected to accumulate the equivalent of five (5) days of professional development using the current state definition of what constitutes a day and professional development. Teachers are expected to attend all district provided professional development, unless modifications are approved by the superintendent. Upon completion of said hours, the teacher has met their professional development requirements.

To fulfill the Professional Development Days (PDD) requirement, the following breakdown will be used:

- 2.5 days will be held prior to the start of school
- 1 day will be the day after Halloween when that day is a school day. In the years when it is a weekend day, another weekday near that time of year will be selected. Wednesdays will be the first choice depending on PD topic and speaker availability.
- 4 half day professional development days will be scheduled throughout the school year in 2 hour increments.

