

**Elk Rapids Board of Education and Elk Rapids Education Association**

**MASTER AGREEMENT**



**SEPTEMBER 1, 2009 – AUGUST 31, 2012**

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## **PREAMBLE**

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

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

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

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

## **ARTICLE 1 – RECOGNITION**

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

**ARTICLE 2 - DURATION OF AGREEMENT**

This agreement dated \_\_\_\_\_ shall be in effect from September 1, 2009, and continue in full force and effect without change until August 31, 2012.

ELK RAPIDS EDUCATION ASSOCIATION  
NMEA/MEA/NEA

ELK RAPIDS BOARD OF EDUCATION

By \_\_\_\_\_  
Co-Chairperson Negotiating Committee

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Co-Chairperson Negotiating Committee

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Treasurer

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Chief Spokesperson

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
NMEA Representative

### **ARTICLE 3 – NEGOTIATION PROCEDURE**

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

### **ARTICLE 4 – CONTINUITY OF OPERATIONS**

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

### **ARTICLE 5 – BOARD RIGHTS**

- 5.1 In order to carry out its responsibility for the development and operation of educational

programs providing the best possible educational opportunity for the Elk Rapids School District, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:

- 5.1.1 The supervision, direction and control of the management and administration of the school system, its properties and facilities.
  - 5.1.2 The right to hire all employees and, subject to the provisions of the law, to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
  - 5.1.3 The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
  - 5.1.4 The selection of textbooks and teaching materials, and various teaching aids.
  - 5.1.5 The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.
- 5.2 The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by the specific provisions of this Agreement.

## **ARTICLE 6 – ASSOCIATION RIGHTS**

- 6.1 Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employed by the Board shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted and lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it or its employed administrative or executive personnel will not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any right conferred by Act 379, as amended by other laws of the State of Michigan and the United States or by the Constitutions of Michigan or the United States, that it will not discriminate against any employee with respect to hours, salary, terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association including collective bargaining with the Board, or his/her initiation of any grievance, complaint or proceeding with respect to any terms or conditions of employment



under the specific terms of this agreement.

- 6.2 The parties agree that there shall be no discrimination against any employee or applicant for employment by reason of race, color, creed, marital status, sex or national origin, age, and that the provisions of this agreement shall be applied in a manner which is not arbitrary, capricious, or discriminatory.
- 6.3 Disciplinary interviews and reprimands will be considered private. An affected teacher, however, shall have the right, in such instances, to request the presence of an Association representative at said interview, and when such request is made, the interview shall not proceed until the representative is in attendance, provided the representative is identified and available for representation within two business days. If failure to obtain mutual agreement by all three parties within two (2) business days occurs, the administrator will set the meeting time for the next business day. The administrator shall make the member aware of his/her right to representation prior to the interview.
- 6.4 Each teacher shall have the right upon request, to review the contents of his/her own personnel files maintained at the teacher's school or in the office of the Superintendent. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safe keeping of these files or his or her designee.
- 6.5 Privileged information, such as confidential credentials and related personal information normally sought at the time of employment are specifically exempted from review. The administrator, or his designee, shall remove these credentials and confidential reports from the file prior to a review of the file by the teacher.
- 6.6 Any complaints by a parent of a student, or any person, directed toward a teacher and deemed serious enough to become a part of his or her personnel file shall be signed by the complainant and called to the teacher's attention by their supervisor within five (5) work days. The teacher involved is entitled to know the identity or source of all complaints that require any action.
- 6.7 Evaluative materials, relative to a teacher's conduct, service, character, or personality shall not be placed in either the teacher's building personnel file or in his/her personnel file in the office of the Superintendent, until the teacher, principal and/or Superintendent have signed and received a copy of the material to be filed. If a teacher refuses, the administrator will indicate on the document the teacher's refusal to sign; after which the document shall then be placed in the teacher's personnel file.
- 6.8 The teacher shall have the right to respond to any material contained in his or her files, and

his/ her written response shall be attached to the file copy. In the event that charges made against a teacher are proved to be without substance, any materials related to said charges shall be removed from the teacher's file.

- 6.9 No teacher shall be enjoined from exhibiting identification of membership in the Association.
- 6.10 The EREA and its members shall be granted permission to hold meetings in school buildings as long as they do not interfere with school business.

## **ARTICLE 7 – ASSOCIATION BUSINESS**

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

## **ARTICLE 8 – INDIVIDUAL CONTRACTS**

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

## ARTICLE 9 – ASSOCIATION DUES, FEES AND PAYROLL DEDUCTIONS

- 9.1 Within five days after the beginning of their employment hereunder, teachers may deliver to the Board a written, voluntary assignment authorizing deduction of membership dues for the Elk Rapids Education Association, Northern Michigan Education Association, Michigan Education Association, National Education Association, such dues to be deducted in twenty equal installments beginning with the first pay period of each school year and to be remitted to the Association, provided the Association submits a list of continuing membership to the Board by August 15 each year.
- 9.2 Revocation of such authorization for dues deduction must be delivered to the Board, at least one week prior to its effective date, in writing.
- 9.3 The Association agrees to indemnify and save harmless the Board for all sums improperly deducted and remitted to the teacher association.
- 9.4 Each bargaining unit member shall, as a condition of employment, (1) on or before 30 days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a service fee to the Association pursuant to Association's "Policy Regarding Objections to Political – Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 40.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than 20 days following deduction.
- 9.5 Pursuant to *Chicago Teacher's Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political – Ideological Expenditures." That policy, and the Administrative Procedures (including the for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

- 9.6 Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year revoked according to the procedures outlined in the MEA Constitution, By-Laws Administrative Procedures. Pursuant to such authorization, the Employer shall deduct 1/20<sup>th</sup> of such dues, assessments and contributions from the regular salary check of the bargaining unit member from each of the next 20 paychecks.
- 9.7 Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA sponsored programs (tax-deferred annuities, 403b accounts (within MRIC arrangements), auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, and charitable deductions
- 9.8 Due to certain requirements established in court decisions, the parties acknowledge that the amount of the service fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. (December, January, February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation service fee by non-members shall be activated no earlier than 30 days following the Association's notification to non-members of the service fee for that given school year.
- 9.9 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel provided:
1. The Employer gives timely notice of such action the Association and permits the Association intervention as a party if it so desires; and
  2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
  3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article 9, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

## **ARTICLE 10 - HIGHLY QUALIFIED**

- 10.1 A portfolio team shall be established. It shall be composed of four (4) members: Two (2) appointed by the Superintendent and two (2) appointed by the Association. They shall create "Portfolio" guidelines for the Elk Rapids Schools using the Michigan Content Area Portfolio Guidelines as defined by the ESEA and Michigan Department of Education. It shall be submitted to and approved by the Michigan Department of Education prior to implementation.
- 10.2 Teachers unable to meet "Highly Qualified" standards (as defined the ESEA and MDE) by other methods shall be allowed to use the "Portfolio" method to meet the ESEA requirements.
- 10.3 A teacher that has been recognized as "Highly Qualified" under the ESEA by this school district or another Michigan school district shall be recognized as "Highly Qualified" by the school district for the duration of his/her employment (as applied to given assignment).
- 10.4 Teachers shall be reimbursed for the cost of test charges incurred in the process of complying with the ESEA requirements. Test charges are defined as the first MTTC test taken, and the next MTTC test the teacher passes, if not passed the first time.

## **ARTICLE 11 - EMPLOYMENT, ASSIGNMENTS, TRANSFERS, AND VACANCIES**

- 11.1 To be eligible for appointment to a teaching position, each applicant shall:
  - 11.1.1 Have a bachelor's degree from an accredited college or university, be deemed Highly Qualified under the No Child Left Behind Act and the Michigan Department of Education, and hold a valid provisional, permanent, or continuing certificate recognized by the Department of Education of the State of Michigan, with the exception of teachers of vocational subjects who are required to have a vocational certificate, but not necessarily a bachelor's degree.
- 11.2 The following definitions apply to the determination of assignments, transfers and vacancies:
  - 11.2.1 "Assignment" shall be defined as the class(es) and/or grade level and/or curriculum area(s) to which the teacher is assigned.
  - 11.2.2 "Assignment Change" shall be defined as a change in assignment within the same building, and within the same job classification--for example: A comparable part-time teaching position to another part-time teaching position; or full-time teaching

position to another full-time teaching position.

11.2.3“Transfer” shall be defined as a change in teaching assignment involving a move from one school building to another school building in the district.

11.2.4“Involuntary Transfer” shall be defined as a move from one school building to another school building to which the affected teacher does not agree. The affected teacher shall put in writing his/her disagreement with the transfer to the Superintendent and Association within five work days of receiving in writing from the Administration their new assignment. Failure to submit in writing their disposition on the matter within the designated five business day period, shall indicate agreement with the transfer.

11.2.5“Temporary Vacancy” shall be defined as a bargaining unit position held by a teacher on leave of absence up to a year in duration.

11.2.6“Permanent Vacancy” shall be defined as a bargaining unit position newly created, including but not limited to positions created by increased enrollment, revised curriculum and increased grades or subject areas, or a bargaining unit position the Board intends to fill because of the resignation, retirement, dismissal for just cause or death of the teacher previously assigned to said bargaining unit position. It is understood by both parties that a “Permanent Vacancy” will only be posted after all assignments have been made by the Administration. It is also understood that the Administration may not move a part-time teacher to a full-time teaching position under the premise of an assignment change (see 11.2.2). Any change in status from part-time to full-time or full-time to part-time will necessitate a posting being created, interview(s) being held and Board approval being granted.

11.2.7“Certified” shall be defined as possessing a valid provisional/permanent/continuing teaching certificate appropriate to the teaching assignment.

11.2.8“Qualified” shall be defined as a major or minor in the appropriate area for the assignment, along with teaching experience; and being Highly Qualified under the provisions of NCLB and the MDE.

11.2.9“Teaching Experience” shall be defined as any pupil contact within any school system in that teacher’s field of certification.

11.3 All teachers shall receive written notice of their tentative assignment or grade level for the forthcoming year no later than the last day of the school year each year. In the event that changes in the tentative assignment or grade level are required, all teachers affected shall

be notified promptly and consulted. In no event will changes in a teacher's assignment or grade level be made later than one (1) week preceding the opening of school unless an emergency arises that requires a change. The Association President shall be notified in each instance.

- 11.4 The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for an assignment change and/or transfer shall be made in writing no later than April 1<sup>st</sup>. A copy shall be filed with the Superintendent and a copy may be filed with the Association. The application shall set forth the reason(s) for the assignment change and/or transfer sought, and the applicant's academic qualifications. Such request shall be renewed by the teacher once each year to assure active consideration by the Board.
- 11.5 For involuntary transfers, the following provisions shall govern:
  - 11.5.1 Involuntary transfers shall be minimized and avoided whenever possible.
  - 11.5.2 Involuntary transfers shall be made for valid administrative reasons.
  - 11.5.3 No transfer shall be made without prior discussion with the teacher. The Administration shall notify the teacher and Association, in writing, of the reasons(s) for such transfer.
  - 11.5.4 Teachers shall be assigned within the scope of their certification, Highly Qualified area, and/or their major or minor field of study.
  - 11.5.5 No teacher shall be transferred to another building involuntarily more than once every three years. A teacher who has been involuntarily transferred has the "first right of return" to any vacancy in the building they left, as long as they are certified and qualified. The right of first return applies only to the first available opening for which they are certified and qualified.
- 11.6 In the event that an involuntary transfer is necessary because of a position being eliminated, the teacher with the least seniority in the building shall be transferred, providing the remaining teacher or teachers are certified and qualified to staff the remaining positions, unless a more senior teacher accepts a voluntary transfer.
- 11.7 The Board shall be required to post all vacancies as well as emailing them to all bargaining unit members.
- 11.8 Whenever any vacancy exists which is not filled by the recall of a teacher laid off from this

district, the Board shall publicize the same way by posting the vacancy in each building/staff room, or work area for a period of not less than ten (10) work days and emailing the posting to all bargaining unit members. A copy of the posting shall be forwarded to the Association President. Posting of vacancies, which occur during the summer months shall be posted for fourteen (14) calendar days and mailed to the designated Elk Rapids Education Association representatives and those teachers that submitted a statement of intent (including types of positions, extracurricular, etc.) prior to the end of the school year. The vacancy shall not be filled during the time of the posting.

11.9 In filling a temporary vacancy, the following provisions shall govern:

11.9.1 The vacancy shall be filled by the recall of a teacher on lay-off from this school district if the teacher is certified and qualified.

11.9.2 If there is no teacher on lay-off or there are no laid-off teachers who wish to fill a temporary vacancy, who are certified and qualified for the temporary vacancy, the Board may fill the vacancy from any source.

11.10 In filling a permanent vacancy, the following provisions shall govern:

11.10.1 Vacancies shall be filled on the basis of certification, length of service in the district and qualification. An applicant from outside the district shall not be awarded such position unless he/she is better qualified.

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

11.10.3 If the vacancy is not filled by the above provisions, the Board may fill the vacancy from any source.

## **ARTICLE 12 – SCHOOL CALENDAR**

There will be a new calendar addendum attached yearly. The Administration and Association will jointly develop and publish the new school calendar yearly by the beginning of Spring Break.



## ARTICLE 13 – TEACHING HOURS, ASSIGNMENTS, AND CONDITIONS

### 13.1 Teaching Hours:

The following is a schedule for the beginning and ending times for each school day:

	Report Time	Start of Instruction	Dismissal	Leave Time
High School	7:20 a.m.	7:45 a.m.	2:29 p.m.	2:34 p.m.
Middle School	7:25 a.m.	7:50 a.m.	2:34 p.m.	2:39 p.m.
Elementary Schools	8:39 a.m.	8:50 a.m.	3:48 p.m.	3:53 p.m.

13.2 Teachers are expected to be in their classroom or assigned area at least five (5) minutes before classes begin in the morning and at least three (3) minutes before classes begin after lunch.

13.3 Teachers will not be expected to be at school on days when school is not in session. Any days that school is not in session because of "Act of God" days will not cause any teacher to lose compensation. If a teacher is involved in an in-service, conference, or training that is out of the local area and requires an overnight stay, and if attendance at this event causes them to work on an "Act of God" day, the teacher will be compensated for that day.

13.4 All teachers shall be guaranteed an uninterrupted duty free lunch period. Elementary (K-5) teachers will receive 35 minutes while all other teachers will receive 30 minutes.

13.5 It is the responsibility of each individual teacher, as well as the Board to provide the highest quality educational program.

13.6 Teachers are encouraged to attend all student activities. Teachers shall attend, unless excused by the building Principal or the Superintendent for other school activities or emergencies, the following activities:

13.6.1 "Staff meetings" defined as consisting of administrators, faculty, and support staff, meet for the first day of the new school year, or will be held for emergency purposes only to disseminate pertinent information.

13.6.2 "Faculty meetings" defined as consisting of administrators and faculty; meet up to two (2) times per month to disseminate pertinent information and/or hold professional development with a maximum time limit of two and one-half (2.5)

hours per month.

- 13.6.3 "Open house" in the building in which they are assigned with a maximum of one open house per year per building.
  - 13.6.4 "Parent-Teacher conferences" will be a site-based decision between the building Principal and Association members.
  - 13.6.5 "School-sponsored parent meetings"
  - 13.6.6 "K-5: After school public performances or activities open to the public in which their students are involved." Teachers attending mandated performances must attend both the fall and spring concerts to earn one half (.5) compensation day.
- 13.7 All teachers shall be provided a minimum of thirty (30) minutes preparation time each day.
- 13.7.1 Elementary teachers shall be provided no less than thirty (30) minutes preparation time during the school day. Such preparation time may be incorporated into the regular recess schedule and assigned by the building principal.
  - 13.7.2 Elementary teachers may use, for preparation time, the time during which their classes are receiving instruction from art, music, library and physical education. These specialists shall not be assigned during the regular recess schedule.
  - 13.7.3 Secondary teachers shall be provided with preparation time during the school day. The preparation time shall be the length of a class period. They will not be assigned other responsibilities during this time other than prearranged parent meetings, and prearranged administration meetings, and short term emergency help.
- 13.8 Teachers shall receive compensation time commensurate with the time they substitute. For example, if a teacher substitutes for one class period, they will receive compensation time of one class period. Teachers may accumulate up to six class periods to allow for one full day compensation time.
- 13.9 It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective education program. The Board will continue its efforts to keep classes at an acceptable number serving the best interests of the district's students as dictated by the availability of space, qualified teachers, the financial conditions of the district. A committee comprised of one EREA/NMEA representative from each building, administrators and a member(s) of the Board of Education, shall meet and review the grade and class sizes at all levels and make recommendations for adjustments.

- 13.9.1 For the elementary buildings, an Elementary District Class-Size Committee shall meet to review enrollment during the second week prior to the start of school.
- 13.9.2 For the secondary buildings, a Secondary District Class-Size Committee shall meet to review enrollment within ten (10) school days after the first student attendance day.
- 13.9.3 The Elementary and Secondary District Class-Size Committees shall meet again within ten (10) student attendance days after the beginning of the second semester/trimester for the same purpose.
- 13.10 All teachers shall receive written notice of their tentative assignment or grade level for the forthcoming year no later than the last day of school each year. In the event that changes in the tentative assignment or grade level are required, all teachers affected shall be notified promptly and consulted. In no event will changes in a teacher's assignment or grade level be made later than one (1) week preceding the opening of school unless an emergency arises that requires a change. The Association President shall be notified in each instance.
- 13.11 Teachers teaching less than full-time will get paid for one-half (1/2) a conference hour, based on their regular rate of pay [pay divided by 180 divided by periods taught divided by two (2)].
- 13.12 Student discipline and teacher protection:
- 13.12.1 The Board will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and throughout the school building. The Board will keep staff informed as to existing policies regarding acceptable internet usage and protections through regular staff meetings. (Once a year or upon change in policy.)
- 13.12.2 The teachers will give all reasonable support and assistance to the school administration with respect to the maintenance of control and discipline in the classroom and throughout the school building.
- 13.12.3 Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported in writing within three working days to the Superintendent or his/her designated representative. Time lost by a teacher as a result of an assault will not be charged against the teacher.

13.13 Least restrictive environment:

13.13.1 The parties acknowledge the policy of least restrictive environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an individual educational planning committee (IEPC) on an individual basis.

13.14 Medically fragile: No bargaining unit member shall be required to provide school health services.

13.15 No teacher shall be required to conduct a search of school property.

13.16 Compensation for Schedule B type duties that are assigned by the administration, that are not already outlined in the Master Agreement, need to be agreed upon by the Superintendent and the Association through a Letter of Understanding.

## **ARTICLE 14 – REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL**

14.1 If the Board determines a reduction in staff (lay-off) is necessary after it sets the curriculum, the Board shall notify the Association of such intended action as soon as possible, but no later than December 1 for a reduction of staff the second semester or May 1 for a reduction of staff the first semester of the following school year.

14.2 If the Board determines a reduction in staff is necessary due to a fiscal emergency, the Board shall notify the Association and affected staff member(s) no later than forty-five (45) days prior to the effective date of the layoff.

14.3 Teachers in specific positions being eliminated shall be laid off on the basis of seniority. However, a more senior teacher may be laid off while a less senior teacher is employed, if the more senior teacher is not certified and qualified, as defined in Article 11.2.7, 11.2.8, and 11.2.9.

14.4 Teachers will be recalled in reverse order of layoff, provided that they are certified and qualified for the position.

14.5 Any teacher laid off because of program cuts will be returned to a new or similar position, if available, for which he/she is certified and qualified.

14.6 Those teachers laid off shall be given the first opportunity to substitute teach at substitute teacher pay. Teachers on layoff shall have the right to continue major medical

hospitalization insurance coverage on a cash basis, subject to carrier rules.

- 14.7 Seniority is defined as unbroken (length of) service in the Elk Rapids School System. Leaves of absences, with or without pay, and absences due to layoff are not to be considered a break in service. Teachers on layoff or unpaid leaves of absence shall not accumulate seniority.
- 14.8 The district shall prepare and present to the Association a current seniority list of the bargaining unit members prior to December 15 of each year. Certification, including majors and minors, shall be included. The Association shall have thirty (30) days to notify the Board of any errors.
- 14.8.1 In the case of a tie in seniority, the last two digits of the employee's social security number shall decide who is lower for all employees hired prior to 1982. Henceforth, the date of hire shall be determined by the date the employee(s) are approved by resolution by the Board of Education. In the event more than one individual has the same effective date of hire, the Employer shall select the teacher(s) to be laid off or retained based on, by way of illustration and not limitation, professional qualification and training, background, prior teaching experience, district curriculum and program needs, and other relevant factors.
- 14.8.2 All seniority is lost when employment is severed by resignation, retirement or discharge for cause; however, seniority is retained if severance of employment is due to layoff.
- 14.8.3 Seniority shall continue to accumulate when the employee is on sabbatical leave, military leave, association leave and birth/adoption leave.
- 14.9 Changes in teachers' certification must be reported to the Superintendent of Schools in writing ten (10) days prior to the first school day of any school year following layoff to permit the teacher to be recalled by bumping; taking a position of which he/she is now certified and qualified to teach from someone of less seniority.
- 14.10 The teacher shall receive a written notice of recall from layoff from the Board by a registered or certified letter at least fifteen (15) school days prior to the date of return to work. Refusal of acceptance to a position that is less than a position comparable to the one previously worked shall not affect a teacher's recall rights to a full-time position. The teacher shall respond to the notice of recall within ten (10) calendar days of receipt.
- 14.11 Failure of a tenured teacher to return to the employ of the Board upon recall, for other than reason of being then under contract to another Michigan Board of Education, may result in

the loss of all further rights to recall. Any tenured teacher who declines recall by reason of being then under contract to another employer must declare this his/her intent to return at the beginning of the next school year. If the then recalled teacher declines to return, he/she shall be deleted from the recall list and shall be considered to have voluntarily quit the employ of the Elk Rapids Schools.

- 14.12 Teachers recalled to duty shall retain accumulated sick leave and shall be returned to the step on the salary schedule held at the time of layoff.
- 14.13 Any layoff under this Article shall suspend, for the duration of the layoff, the Board's obligation to pay salary or fringe benefits under any teacher's individual employment contract or under this Master Agreement.
- 14.14 If a laid-off teacher collects unemployment benefits against the District during the summer and is recalled prior to the start of the school year, the employee will have the unemployment compensation they received deducted from their salary over the duration of the contract year in which they are recalled.
- 14.15 It is intended that this Article takes precedence over and governs the individual teaching contracts, and the individual teaching contract is expressly conditioned by this Article.

## **ARTICLE 15 – ACADEMIC FREEDOM**

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

## **ARTICLE 16 – MENTOR TEACHERS**

- 16.1 Mentor Teachers:
  - 16.1.1 As state law mandates, each bargaining unit member in his/her first three (3) years of employment shall be assigned a mentor by the administration. The mentor shall provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide assistance, resources and information in a non-threatening collegial fashion.
  - 16.1.2 Volunteering teachers shall submit to their building principal their intent to become mentor teachers by June 1st of each school year. If no teacher/teachers volunteer

to be mentors the principal shall have the right to name mentors as needed.

16.1.3 Selection of mentor teachers shall be the responsibility of each building principal. The principal will consult with the teachers of her/his building prior to the selection.

16.1.4 Mentor teachers shall be tenure teachers, currently working in the district. It is understood and agreed that if no such mentor teacher is available, mentor teachers may be retired teachers, or college professors as allowed by law.

16.1.5 A bargaining unit mentor teacher may have released time as approved by her/his principal to use to observe or otherwise be available to assist the probationary teacher.

16.1.6 Mentees shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching.

16.1.7 Mentor and mentee teachers will have no involvement in the evaluation process of each other and their relationship will be collaborative and confidential.

16.1.8 It is understood and agreed that a mentor teacher shall be assigned on a yearly basis and the assignment shall be reviewed by the mentor, mentee and administration at the end of each year.

16.1.9 Upon the teacher's request, the administration and the association shall meet and make a joint determination by May 1 of each year regarding the number, kind, duration and compensation of (for) sabbatical leaves to be offered on a voluntary basis to prospective or continuing mentor teachers for training such teachers to aid in the professional development of probationary teachers.

16.1.10. Mentor teachers will be paid at a rate of 2% of the B.A. base.

## **ARTICLE 17 – FACILITIES**

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

## **ARTICLE 18 – SCHOOL EQUIPMENT**

18.1 The Board shall provide:

18.1.1 A separate desk for each teacher in the district and a lockable drawer space in a

desk or file cabinet and computer as requested by the teacher.

18.1.2 Attendance books, paper, pencils, pens, erasers, and other such materials required in the daily teaching responsibility.

18.1.3 All buildings will be properly maintained and equipped.

## **ARTICLE 19 – PHYSICAL EXAMINATIONS**

- 19.1 The Board may require any teacher to submit to a physical and/or psychological or psychiatric examination at any time, such examination shall be paid for by the Board. School time may be used for such examination without loss of pay and the affected teacher will be notified in writing as to the reason for the required exam.
- 19.2 If the results of any examination are not acceptable to either party, another examination by a different doctor may be requested. Such expense will be paid by the dissatisfied party.

## **ARTICLE 20 – SITE-BASED DECISION MAKING**

- 20.1 The Board and the Association recognize the need to maintain an on-going district and individual building school improvement process. The goal of the process will be to improve the quality of educational services offered students.
- 20.2 The term School Improvement Plan as used in this article shall mean and apply to a school improvement plan as provided in public act 197 of 1989 and P.A. 25 of 1990 as amended in 1991 and in NCA Accreditation requirements.
- 20.3 Successful school improvement requires the involvement and commitment of all parties in the process. Involvement of teachers in the school improvement process shall be voluntary in most cases, there may be times that all staff may be required to participate.
- 20.4 School improvement committees will not address grievances of the master agreement, will not evaluate employee performance, will not address discipline of employees, and will not address wages or fringe benefits. No provision, formal and/or informal understandings, condition(s) or practice(s) established between the parties or by the master agreement shall be altered, modified or superseded except as mutually agreed in writing by the Board, impacted school's teaching staff and the EREA Executive Board. A simple majority vote of each above named entity shall be required for approval.
- 20.5 Copies of all building level school improvement plans will be provided to the Association president.



- 20.6 If school improvement meetings or activities are scheduled during an employee's regular workday, the employee shall be released from duties without loss of pay to attend the meetings.

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

- 21.1 In recognition of the rapidly expanding field of knowledge in the social and scientific fields, the parties hereby agree to establish an In-Service Education Committee composed of three (3) members appointed by the Board of Education and three (3) members appointed by the Association. To facilitate appropriate planning, all members of this committee shall be selected and notified by May 15 of the previous year.
- 21.2 The committee shall organize itself and assume responsibility for the planning and conducting of the In-Service Education Programs for the teaching staff of the Elk Rapids Schools. This does not preclude having other in-service programs within the individual school district buildings or district.
- 21.3 The Board may provide for the teaching staff, upon recommendation of the In-Service Education Committee, released time by grade, teaching unit, building or department for participation in in-service training sessions, visitations, conferences or staff development programs. This does not preclude the individual school building from doing any of the above.
- 21.4 Any in-service/Professional Development taking place on a non-school day or after school hours shall not be required of any Association member. This section does not apply to faculty meetings.
- 21.5 Flex-Time Professional Development can be agreed upon between the Administration and Association to make-up for student contact time during the school year. All Flex-Time Professional Development guidelines as agreed upon by the Administration and Association will be uniformly interpreted and followed by the Administrators and Association.

## **ARTICLE 22 – TEACHER EVALUATION**

- 22.1 The first purpose of an evaluation is to improve instruction. The second purpose of evaluation is to fulfill the obligations of the Board of Education under the Teacher Tenure Act.
- 22.2 The building administrator will observe the work performance of each teacher annually. Formal evaluation of teachers shall be the responsibility of the building administrator. All

teachers shall be evaluated by building principals. Teachers will be advised by the building administrator about the evaluation criteria and instrument at the beginning of each school year.

- 22.3 The role of the evaluator is to provide the evaluatee with support and assistance to:
  - 22.3.1 Identify and reinforce areas of competence and strength;
  - 22.3.2 Identify areas of needed growth;
  - 22.3.3 Assist in setting goals and, as needed, to provide the teacher with an individualized plan in consultation with the teacher.
  - 22.3.4 Make suggestions for improvement.
- 22.4 The role of the evaluatee is to collect and review performance related information from all relevant sources and to seek continued improvement in performance.
- 22.5 The records made in carrying out teacher evaluation will be maintained at the building level except for final evaluation reports. Copies of these records will be provided the evaluatee on written request within ten (10) work days.
- 22.6 The evaluation will be based on two components as outlined in Articles 22.7, 22.8, 22.9.
- 22.7 The assessment of teacher performance will be based on formal and informal classroom observations as well as other work performance. Each formal classroom observation will be followed by a conference and a written summary.
- 22.8 The assessment of progress toward predetermined goals will be summarized and/or an assessment of the teacher's progress in meeting the goals of his/her individualized development program will be made by the evaluator in the final evaluation report.
- 22.9 The final evaluation summary will include a summary of the two components as listed on the final teacher evaluation summary page.
- 22.10 Probationary teachers will be evaluated each year of their probation. There shall be a minimum of two formal classroom observations each year. The probationary teacher will be provided with an individualized development plan as developed by the evaluator in consultation with the individual probationary teacher. Each probationary teacher will be provided with an annual year-end performance evaluation. The annual year-end performance evaluation shall be based on, but not limited to, at least two formal, but not

limited to at least two formal classroom observations held at least sixty calendar days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the evaluatee and the evaluator. The year-end performance evaluation shall include an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

22.11 Tenure teachers shall be formally evaluated at least once every three (3) years of employment. Teachers will be notified in writing whenever their period of formal evaluation is to begin. The evaluator shall openly monitor and/or observe the work performance of each tenure teacher a minimum of one (1), uninterrupted, thirty (30) minute time period in conjunction with the formal evaluation. The teacher reserves the right to request an additional observation within the formal evaluation period.

22.12 The building administrator shall observe the work performance of each teacher annually.

22.13 The evaluators will strive to adhere to the following procedures and time lines in the evaluation process:

22.13.1 Prior to October 30:

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

22.13.2 Prior to Winter break:

Barring extenuating circumstances, there shall be at least one formal classroom observation and post formal classroom observation conference prior to Winter break for probationary teachers. Post formal classroom observation conferences shall be scheduled within ten (10) workdays of the observation. Discussion of the classroom observation and goals (as well as the method for assessing attainment) will be finalized with the evaluatee for the year. The teacher's development plan will be discussed with the evaluatee. In the event that goals have not been finalized, as well as the method for assessing attainment, and/or a self-assessment process finalized, the evaluator shall develop those goals and methods of assessment and design a self-assessment process in consultation with the teacher.

22.13.3 Prior to May 15:

For probationary teachers, a final formal classroom observation and post conference shall be held prior to May 15.

22.13.4 Prior to May 15:

The final formal evaluation and the post conference for Tenure teachers shall be completed no later than May 15.

22.13.5 Prior to the last day of school:

Final written reports shall be placed in teachers' personnel file by the last day of the school year.

22.13.6 The evaluatee shall receive a copy of each written evaluation report immediately after having signed the report in the presence of the evaluator. The evaluatee's signature shall indicate s/he has read and is familiar with the evaluator's report, but the signature does not necessarily imply agreement with the final evaluation report.

22.14 Prior to the submission of each written evaluation to the Superintendent, a conference will be held between the teacher and the evaluator to discuss the evaluation. The teacher will receive a copy of the written evaluation prior to the conference. Tenure teachers shall receive a copy of their written evaluation on or before May 15. The written evaluation must be returned within five (5) working days after the conference.

22.15 Each evaluatee shall be provided, for his/her personal file, a complete copy of any written evaluation report after being signed by the evaluator. The evaluatee shall be provided a copy of any written summary made as a result of the evaluation conference.

22.16 If a disagreement exists between the evaluator and the evaluatee, the evaluatee may submit a written response within ten (10) workdays of the conference of submission of any reports. The evaluatee's response shall be attached to the evaluator's report to which the evaluatee objects. In addition, the evaluatee may request a conference with the Superintendent.

22.17 In those cases where a probationary or tenure teacher has received less than a satisfactory performance evaluation (indicated by the term unsatisfactory) the evaluator will provide the teacher with an individualized development plan in consultation with the teacher.

22.17.1 The teacher shall be given a reasonable amount of time in which to meet the goals of his or her individualized development plan.

22.17.2 At the request of the evaluatee, the evaluator will assist the evaluatee in identifying or acquiring resources which may be helpful in meeting the requirements of the individualized development plan. Resources may include printed materials, staff members with expertise in the area of identified problem or concern, etc.

22.17.3 In the event a recommendation for dismissal of a tenure teacher is made (based on teacher evaluation), the final evaluation report is to be submitted to the Superintendent's office no later than April 20.

22.17.4 The evaluatee will have ten (10) workdays in which to respond to the final evaluation report.

22.17.5 A copy of the final evaluation report shall become a part of the evaluatee's personnel file. The report shall contain the signature of the evaluator and the signature of the evaluatee. The evaluatee's signature shall indicate s/he has read and is familiar with the evaluator's report, but the signature does not necessarily imply agreement with the final evaluation report.

22.18 For a copy of the TEACHER EVALUATION FORM – See Appendix A at the end of the contract.

### **ARTICLE 23 – BEREAVEMENT**

23.1 In the case of death in the immediate family, a teacher may be granted a maximum of five (5) days per death. Leave beyond the five (5) days granted in this section may be taken, with the approval of the Building Principal, from sick leave. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, aunt, uncle, nephew, niece, father and mother-in-law, grandparents, sibling-in-law and other members of the immediate household, and others approved by the building principal.

### **ARTICLE 24 – JURY DUTY**

24.1 A teacher called for jury duty shall be compensated for the difference between their teaching pay and the pay received for the performance of such obligations.

24.2 If a teacher desires to receive his/her regular paycheck from the Board, he/she must reimburse the Board an amount equal to the amount received for jury duty. The district retains the right to ask that a teacher be excused from jury duty.

24.3 Any teacher who is subpoenaed to testify during the school hours in any judicial matter or administrative matter or asked to testify in any fact finding or arbitration shall be paid his/her full salary for such time.

## ARTICLE 25 – SABBATICAL LEAVE

- 25.1 Sabbatical leave is a leave from professional duties to pursue a full-time, planned academic program or educational experiences approved by the Superintendent at an accredited college or university. The program shall be designed to improve the teacher's professional competencies.
- 25.2 Provisions:
- 25.2.1 Sabbatical leave may be granted to a teacher or teachers who have completed no less than seven (7) consecutive years of service to the district in a professional capacity. An individual may qualify for more than one sabbatical leave provided that a period of at least seven (7) years of professional service occurs between each leave.
- 25.2.2 Sabbatical leaves may be granted for a maximum of two (2) semesters at one time.
- 25.3 Application shall be made to the Superintendent of Schools not later than 90 days prior to the anticipated beginning of the leave. Exceptions to this deadline may be granted by the Superintendent of Schools.
- 25.4 Selection will be made by the Board of Education based on the following criteria:
- 25.4.1 Length of professional service to the district.
- 25.4.2 Extent to which the proposed academic program will benefit the teacher and the School District.
- 25.4.3 Equitable distribution of sabbatical leaves among the various grade levels and departments of the district.
- 25.4.4 Availability of a suitable replacement.
- 25.4.5 Order in which applications are received.
- 25.4.6 Financial condition of the school district and other relevant factors.
- 25.5 Benefits:
- 25.5.1 Individuals granted sabbatical leave shall receive an amount equal to one-half (1/2) the salary to which they would be entitled if on regular duty, not to include pay for

duties listed in Article 39 of this Agreement.

25.5.2 Increment on the salary schedule shall accrue.

25.5.3 Sick leave shall accrue at the rate of one-half (1/2) of the regular sick leave.

25.5.4 The Board will pay one-half (1/2) of the health insurance premiums during the duration of the leave.

25.6 Return Requirements:

25.6.1 Upon completion of a leave of less than one semester in length, the teacher shall render one year's professional service to the District commencing with the first day of the next semester following the leave's completion.

25.6.2 Upon completion of a leave of at least one semester, but less than one year, the teacher shall render two years' professional service to the District commencing with the first day of the next semester following the leave's completion.

25.6.3 Upon completion of a leave of one school year, the teacher shall render three years' professional service to the District commencing with the first day of the next semester following the leave's completion.

25.6.4 Written proof of successful completion of the academic program or the education experiences outlined in the leave application shall be presented to the Superintendent upon completion of the leave.

25.6.5 Failure to voluntarily comply with the requirements of this section will cause the teacher to forfeit the right to return to the district and to repay immediately, in full, all salary and the cost of paid benefits received during the leave.

25.6.6 Upon return from sabbatical leave, the teacher shall be placed in a position the same as, or similar to, the one held prior to the leave, subject to the layoff and recall provisions of this contract.

## **ARTICLE 26 – UNPAID LEAVES**

26.1 An unpaid leave of absence may be granted upon application to any EREA member for the purpose of serving as an officer, director, or task force member of the NMEA, MEA, or NEA. It is agreed that such leave is for the professional improvement of the employee and the granting of such leave will in no way interrupt seniority and the rights thereto.

- 26.2 An unpaid leave of absence of up to one (1) year may be granted a teacher in the Elk Rapids Schools.
- 26.3 The application for such leave must be filed in writing with the Superintendent, or designated representative by March 15 of the school year prior to the year for which the leave is requested except in emergency situations upon approval of the Superintendent.
- 26.4 The applicant must provide whatever information the Superintendent may require concerning the intended leave.
- 26.5 The disposition of an application for an unpaid leave of absence is the exclusive responsibility of the Board. Reasons for denial will be submitted to the applicant.
- 26.6 The returning teacher shall notify the Superintendent in writing of his/her intent to return at least sixty (60) school days before the end of the semester in which the leave expires.
- 26.7 The right to return to the system shall be considered forfeited if the terms of the leave are not adhered to by the teacher.
- 26.8 Upon return, the Board shall place the teacher in the same or similar position as that held prior to the leave, subject to layoff and recall section of this agreement.
- 26.9 Unpaid leaves of absence, 1 year or longer, shall not be considered teaching time with respect to the placement on the salary schedule, or the seniority list except in the case of childbirth/adoption leaves.

## **ARTICLE 27 – CHILD CARE/ADOPTION LEAVE**

- 27.1 An unpaid leave of absence shall be granted to any teacher for the purpose of childbirth/adoption under the following conditions:
- 27.2 Said leave will commence on the date requested by the teacher.
- 27.3 The application for such leave shall be received by the Superintendent no later than 30 calendar days prior to the effective date of the commencement of the leave, except for an emergency (premature birth, confinement to bed, or other).
- 27.4 The leave period shall terminate no later than the end of the school year during which the leave is granted. The leave may be extended up to an additional year upon the approval of the Superintendent.
- 27.5 The reinstatement shall be to the teacher's same or similar position unless that position no



longer exists or unless said teacher agrees to another assignment.

- 27.6 In the event of the death of the object child of the leave, the leave of absence may be terminated upon request of the teacher.
- 27.7 The granting of such leave shall in no way interrupt seniority and rights attendant thereto.
- 27.8 If an applicant has completed the equivalent of one full semester or more of teaching during the year he or she begins the leave, said teacher shall, upon return to duty, be placed at the next consecutive step on the salary schedule and retain accumulated sick leave.

## **ARTICLE 28 – PERSONAL BUSINESS LEAVE**

- 28.1 Teachers shall be allowed three (3) days per year for personal business. Requests for personal business leave shall be submitted to the Building Principal at least twenty-four (24) hours prior to the date of the requested leave unless an emergency exists. Personal business days shall not be used for recreational purposes or on Professional Development days.
- 28.2 Requests for personal business leave, two (2) days prior to or immediately following holidays or vacations shall not be granted unless it is an emergency and given approval by the Building Principal.
- 28.3 Personal business leave may be taken as long as the criteria in 28.1 and 28.2 of this article are met. A day taken without approval shall result in the loss of a day's pay and a written reprimand. A second offense could result in dismissal.
- 28.4 Teachers may appeal any decision on personal business leave to the Superintendent of Schools.
- 28.5 Any personal business days not used shall accumulate up to five (5) days. Additional personal business leave days not used will be added to the sick leave days. It is agreed that there is to be no more than ten (10) persons per school district or two (2) persons per building to be absent on the same day as provided for under this personal leave plan, unless approved by the Superintendent.
- 28.6 Two (2) additional days for personal business use may be granted with pay for the substitute to be paid for by the teacher. The requests must have the prior approval of the Superintendent of Schools.

- 28.7 Requests for the use of personal business days for reasons prohibited above may be granted upon approval of the Superintendent, who maintains sole discretion over the granting of such leave days. Days granted under this section shall require the deduction of a full day's pay.

## **ARTICLE 29 – ILLNESS AND DISABILITY**

- 29.1 Sick leave shall be granted to a teacher in the following circumstances:
- 29.1.1 Personal illness or disability, including pregnancy-related disabilities, doctor's appointments.
  - 29.1.2 Physical incapacity to teach.
  - 29.1.3 When the teacher's presence in the school might be detrimental to the welfare or health of the students or fellow teachers, as certified by a doctor.
  - 29.1.4 Illness in the immediate family.
- 29.2 Immediate family is defined as spouse, children, and parents of the employee.
- 29.3 Absence without loss of salary shall be allowed not to exceed a total of ten (10) days for illness in the immediate family. Additional days may be granted on a case by case basis at the sole discretion of the Superintendent. Such absence shall be deducted from the teacher's sick leave.
- 29.4 Each teacher shall be allowed ten (10) days sick leave each year, with full pay, in case of non-compensable injury or illness. In the case of injury or illness compensated for by Worker's Compensation, the teacher's pay will be the difference between his/her regular salary and the amount paid by the Worker's Compensation. Absence due to injury incurred on the job in the course of the teacher's employment shall not be charged against the teacher's sick leave days. This is to be coordinated with the latest Workers' Compensation Act.
- 29.5 Unused sick leave shall be credited to each teacher's sick leave account up to a maximum of two hundred (200) days.
- 29.6 Sick leave for teachers employed on a part-time basis, or for part of the school year, will be in proportion to the time employed.
- 29.7 The teacher shall, on request of the Superintendent, present a doctor's certificate or other proof of illness, satisfactory to the Superintendent, covering the full period of absence for

which he/she is being paid.

- 29.8 In accordance with the provisions of the Family and Medical Leave Act (FMLA), teachers shall be eligible for up to twelve (12) weeks of unpaid leave for the purpose of their own illness, or the serious illness of a spouse, child, or parent. During this unpaid FMLA leave, the Board agrees to continue to provide all benefits in accordance with the Act.

### **ARTICLE 30 – SICK LEAVE BANK**

- 30.1 The Sick Leave Bank shall be made available to members of the bargaining unit.
- 30.1.1 First-year teachers must contribute a minimum of one sick day and work a minimum of thirty (30) calendar days to be eligible for benefits under this plan.
- 30.1.2 Part-time teachers shall contribute to the Sick Leave Bank and share in its benefits on a pro-rated basis.
- 30.2 At the beginning of each school year the Association shall reimburse the Sick Leave Bank via sick leave day contributions from its membership. If this action is not taken within thirty (30) days after the first day of school each year by the Association, the Board shall prescribe the method of bringing the Sick Leave Bank to a minimum of two hundred (200) days.
- 30.3 A teacher may draw upon the Sick Leave Bank only after the teacher's accumulated sick leave days, personal business leave days, and compensation days have been exhausted and the illness or disability is of an extended nature of not less than five (5) working days.
- 30.4 The maximum benefits a teacher may receive under the plan is ninety (90) working days in any one school year.
- 30.5 The Board shall furnish the Association an annual report on the status of the bank.
- 30.6 A teacher applying to the Sick Leave Bank committee for Sick Leave Bank days under the provisions of this plan must be under care of the attending physician and provide written proof to this effect.
- 30.7 A committee shall be established to draw up the guidelines for the administration of the Sick Leave Bank. This committee shall be composed of three (3) members designated by the Association and three (3) members designated by the Board. The Sick Leave Bank shall be administered by this committee.
- 30.8 A teacher that has drawn on the Sick Leave Bank shall repay the Sick Leave Bank by giving

two (2) days back at the beginning of each school year and one-half (½) of their unused sick days at the end of each year until they pay back what they have borrowed.

30.9 A teacher may draw upon the Sick Leave Bank for maternity leave only after the teacher's accumulated sick leave days, personal business leave days, and compensation days have been exhausted for up to a cumulative total of 30 days.

30.10 Teachers who leave the district and still owe days to the Sick Leave Bank will pay back the days at a rate of the current full-day sub-pay for the remaining balance of days.

### **ARTICLE 31 – COMMITTEE COMPENSATION and COMPENSATION LEAVE**

31.1 Teachers will receive one-half (1/2) of a compensation day per semester for each “Active Committee” upon which they serve. An “Active Committee” shall be a committee that has been given a specific charge by the Superintendent on behalf of the Board to research and/or work on a curriculum based project that is to be reported on and presented to the Board for their review and possible action. The “Active Committee” will be approved by the Board by resolution.

31.2 Compensation days are to be available for use the next semester.

31.2.1 Notification for the use of these compensation days must be submitted in writing to the Building Principal at least one (1) business day in advance of the requested leave. Approval from the Principal must be obtained prior to the compensation day being taken.

31.2.2 No more than ten (10) teachers in the school district or two (2) teachers per building may be absent on the same day under this plan, unless approved by the Superintendent.

31.2.3 No more than five (5) consecutive days may be taken at any one time, per teacher, per year.

31.2.4 Compensation leave days shall not cause a staff member to miss:

- a. Open Houses
- b. Parent-Teacher Conferences
- c. School-sponsored parent meetings
- d. K-5: After school public performances or activities in which their students are involved.
- e. Professional development days, unless prior approval is granted by the building principal.

- 31.3 Teachers shall not be required to serve on more than two active committees each semester.
- 31.4 The following rules shall govern active committees:
- 31.4.1 Membership – The Superintendent of Schools or his/her designee shall appoint the members of each active committee.
- 31.4.2 Meetings – The Superintendent or his/her designee shall schedule the active committees.
- 31.4.3 Active committees are committees that meet at least three (3) times each semester and up to twelve (12) times each semester and fit the criteria outlined in Article 31.1. Teachers will be compensated at the regular per diem hourly rate for the B.A. base for committees that meet more than twelve (12) times per semester. Examples of active committees may be curriculum, school improvement, and others approved by the Superintendent and the Board. Attendance must be for all three (3) meetings.
- 31.5 Teachers may earn and accumulate compensation days each semester in accordance with the following schedule:
- |                  |                |
|------------------|----------------|
| 0 sick days used | 1.0 day earned |
| 1 sick day used  | 0.5 day earned |

## **ARTICLE 32 – INSURANCE PROTECTION**

- 32.1 The Board shall pay the full amount of the insurance premium and any increase to a maximum of seven (7) percent for the employee MESSA PAK protection for a full twelve (12) month period for the employee and his/her eligible dependents including sponsored dependents as defined by MESSA and its underwriter.
- 32.2 If the insurance premium increase exceeds seven (7) percent, the salary schedule index shall be reduced one-tenth (1/10) of one (1) percent for each percent (or fraction thereof) of premium increase exceeding seven (7) percent, up to twenty-five (25%) percent.
- 32.3 The rates used for computation for "32.2" above shall be the actual rate of PAK A of the MESSA PAK computed on the actual cost of the premium for the following school year. The rate change shall be computed as per July 1 of each year.

Option A – For those needing health insurance:

MESSA CHOICES II

Employee pays \$0 per person and per family deductible for in-network coverage; employee pays \$250 per person, \$500 per family deductible for out-of-network coverage—non Board reimbursable. Employee pays \$10/20 prescription co-pay, of which the Board will reimburse 100% of the generic brand co-pay and 50% of the name brand co-pay.

Long Term Disability – 66-2/3%  
– \$3,000 maximum  
– 90 calendar days, modified fill mental/nervous and alcohol/drug addiction; Social Security freeze.

Delta Dental – 60%/60%/60% \$1000. 60% \$2000. 2 cleanings

Negotiated Life – \$15,000 AD&D

Vision – VSP II Silver

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

Option B –For those not needing health insurance:

Cash-in-Lieu: \$588 or 90% of the single subscriber COBRA rate, whichever is greater.

Long Term Disability – 66-2/3%  
– \$3,000 maximum  
– 90 calendar days, modified fill mental/nervous and alcohol/drug addiction; Social Security freeze.

Delta Dental – 60%/60%/60% \$1000. 60% \$2000. 2 cleanings

Negotiated Life – \$15,000 AD&D

Vision – VSP III Gold

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

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

## ARTICLE 33 – COMPENSATION

- 33.1 Teachers may elect to have their pay computed for twenty-one (21) or twenty-six (26) pay periods. No change in the number of pay periods will be allowed after October 1 of each year without the Superintendent's approval, except in cases of teacher retirement.
- 33.2 Teachers shall be given credit for up to seven (7) years for outside teaching experience or other similar experience upon the approval of the Superintendent of Schools and the Board of Education.
- 33.3 Teachers shall receive additional pay for pre-approved semester hours beyond their degrees according to the following factors:

33.3.1 Option A:

Credit hours to be paid at the rate of twenty (\$20.00) dollars per semester hour beyond degree with a maximum of thirty (30) hours recompensed.

Option B:

A teacher will be reimbursed for classes taken according to the following schedule: \$140.00 per semester hour (Any teacher already having thirty (30) hours accumulated may use Option B only, for classes taken.)

Teachers shall inform the Superintendent of Schools prior to the end of the second full week of school each year as to which option they plan to take.

- 33.3.2 All semester hours for reimbursement must be in an approved program in an education related field; said program to be on file in the Superintendent's office, or have the prior approval of the Superintendent for course work outside of the approved program.
- 33.3.3 All semester hours for reimbursement must be taken through a college or university accredited by the North Central Association, or a sister agency, or a college or university recognized by them.
- 33.3.4 All semester hours for reimbursement must have a grade of B or better.
- 33.3.5 Transcripts of the approved semester hours taken shall be presented to the Superintendent's office by October 15 of the 1st semester and March 15 of the 2nd semester for payment in order for a teacher to be eligible for salary schedule movement.

## ARTICLE 34 – SALARY SCHEDULE

- 34.1 The salaries of teachers covered by this agreement for the respective school year, or years, are set forth in this section and are incorporated into this Agreement.
- 34.2 All teachers are hired on the basis of the salary schedule.
- 34.3 Changes in placement on the salary schedule shall be approved and paid only at the beginning of a semester. If there may be a potential change in placement on the salary schedule for the second semester of a school year, the teacher must give the Board notice, in writing, of that potential change before June 15<sup>th</sup> of the prior year.
- 34.4 The salary schedule shall be increased by two and a quarter percent (2.25%) for each of the three years of this contract: 2009–10, 2010–2011, 2011–2012.

### 2008-12 Salary Schedule

as of 09-01-09

		Up 2.25%	Up 1.90% Cap Adjusted	Up 2.25%			Up 2.25%	Up 1.90% Cap Adjusted	Up 2.25%
<b>BA</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>	<b>MA</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
1	34,352	35,125	35,792	36,598	1	37,959	38,814	39,551	40,441
2	36,241	37,057	37,761	38,611	2	39,677	40,570	41,341	42,271
3	37,959	38,814	39,551	40,441	3	41,394	42,326	43,130	44,101
4	39,677	40,570	41,341	42,271	4	43,112	44,083	44,921	45,931
5	41,737	42,677	43,488	44,466	5	45,173	46,190	47,068	48,127
6	43,799	44,785	45,636	46,663	6	47,234	48,297	49,215	50,322
7	45,858	46,890	47,781	48,856	7	49,294	50,404	51,362	52,517
8	47,921	49,000	49,931	51,054	8	51,357	52,513	53,511	54,715
9	49,981	51,106	52,077	53,249	9	53,416	54,618	55,656	56,908
10	52,042	53,213	54,224	55,444	10	55,478	56,727	57,805	59,105
11	54,103	55,321	56,372	57,640	11	57,538	58,833	59,951	61,300
12	56,165	57,429	58,520	59,837	12	59,599	60,940	62,098	63,495
13-15	58,225	59,536	60,667	62,032	13-15	61,661	63,049	64,247	65,692
16-18	59,944	61,293	62,458	63,863	16-18	63,378	64,805	66,036	67,522
19-21	61,489	62,873	64,068	65,509	19-21	64,924	66,385	67,646	69,168
22+	63,035	64,454	65,679	67,156	22+	66,470	67,966	69,257	70,816



## ARTICLE 35 – EXTRA CURRICULAR COMPENSATION

- 35.1 Teachers engaging in extra-curricular activities enumerated in Article 37 shall be compensated in accordance with that schedule in the manner provided.
- 35.2 Teachers substituting for the Principal shall be paid twenty dollars (\$20.00) per day or be granted an hour of comp time in addition to their regular rate of pay.

## ARTICLE 36 – EXTRA CURRICULAR SCHEDULE

### 36.1 HIGH SCHOOL SPORTS

#### 36.1.1 Tier 1:

Head Coach: 10%	Varsity Football, Boys and Girls Varsity Basketball
Asst. Coach: 6.5%	Varsity Asst. Football, Head JV Football, Boys and Girls Head JV Basketball

#### 36.1.2 Tier 2:

Head Coach: 8%	Boys and Girls Varsity Soccer, Varsity Volleyball, Track, Varsity Baseball, Varsity Softball
Asst. Coach: 5%	JV Soccer, JV Volleyball, JV Baseball, JV Softball

#### 36.1.3 Tier 3:

All: 5%	Golf, Skiing, Cheer, Dance Squad, Equestrian, Boys and Girls Freshmen Basketball, Freshmen Volleyball, Boys and Girls Tennis, Bowling, JV Asst. Football, Wrestling, Boys and Girls Cross Country
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### 36.2 MIDDLE SCHOOL SPORTS

#### 36.2.1 Tier 1:

All: 4.5%	Football, 7&8 Boys and Girls Basketball, 7&8 Volleyball
-----------	---

#### 36.2.2 Tier 2:

All: 3.5%	Football Assistant, Cross Country, Boys and Girls Track
-----------	---

36.2.3 Tier 3:

All: 2.5% 'B' Boys and Girls Basketball, 'B' Volleyball, Fall Cheer,  
Winter Cheer, Wrestling

36.3 STATE COMPETITIONS

Compensation – If the high school band, choir, OM, science olympiad and debate team move to the second level of competition, the teacher will be compensated with a stipend of \$250.00. (maximum 1.5%)

36.4 MUSIC DEPARTMENT

Instrumental Music 6–8	2.5%
Senior High Band	11%
Vocal Music K–5	2.0%
Vocal Music 6–8	2.0%
Vocal Music 9–12	7.0%
Musical Production (if two people, 4% each)	8.0%
Drama Director	5.0%
Madrigal Dinner (if two people, 2% each)	4.0%

36.5 ACADEMIC RELATED ACTIVITIES

Academic Team Director	
2 to 4 teams at same level (Sr. High)	1.5%
5 or more teams at same level (Middle School)	2.0%
Academic Team Coach (Competitive)	1.5%
Academic Team Coach (Non-competitive)	1.0%
Academic Team Coach (Competitive) Helper	.75%
Academic Team Coach (Non-competitive) Helper	.50%
Advisors – Class Sponsors – Sunrise Academy	1.5%
– 9th Grade	1.5%
– 10th Grade	2.0%
– 11th Grade	3.0%
– 12th Grade	3.5%
Debate (Varsity & J.V.)	8.0%
Department Heads (Elementary and Secondary total of four (4) each, one in each core curricular area, grand total of eight (8).	2.0%
Forensics	2.0%

National Honor Society – Senior High	3.0%
Spelling Bee Coordinator	1.0%
Advisors – Middle School:	
– Student Senate	1.5%
–	NJHS 1.5%
–	Class Advisors (6, 7,
8)	1.0%

36.6 MISCELLANEOUS ACTIVITIES

SADD	1.25%
STAND	1.00%
Student Council Advisor – Senior High	2.0%
– Middle School	1.5%
– Elementary	1.0% (Per building)

36.7 Pay based on a percentage of the B.A. base. New persons to a position will start on step 1 and progress to step 12, moving one step for every year's experience in a comparable activity. New persons to a position may be given up to four (4) years of service credit for experience in a comparable activity, upon the approval of the Superintendent and the Board of Education. Persons within the school system who move within a sport will receive credit for their past experience in that sport and continue progressing on the salary schedule.

36.8 The positions will be filled only upon the recommendation of the administration.

36.9 Within two (2) weeks of the school year or within two (2) weeks of hiring for a sport/activity, the person responsible for the sport/activity shall notify the payroll secretary as to whether the person would want a lump sum payment at the conclusion of the sport/activity or to have the total amount divided into an equal number of installments to be included with the regular, if applicable, pay check. A separate contract will be provided for each sport/activity within two (2) weeks of the above notification.

36.10 In the event the yearbook becomes a part of the Senior High Curriculum it will be dropped as a part of Appendix B.

36.11 If the positions of class advisor or student council advisor are not filled voluntarily, a teacher may be appointed to the position by the principal of the building.

36.12 When a coach handles two sports at the same time, (example: Varsity Boys and Girls Track) the coach shall receive the stated percentage of (1) one sport and (1 / 2) one-half the stated

percentage of the other sport being coached.

- 36.13 In case of an extended illness or similar situation in a coaching or other position on the extra-curricular schedule, the Association and the Board would meet and develop a mutually agreeable payment for the services rendered.
- 36.14 The Board of Education will review these positions annually.
- 36.15 A representative of the Association and a representative of the Board shall meet at least once per school year to discuss the above percentages. Any changes shall be subject to ratification of the Association and the Board.
- 36.16 Compensation for Schedule B type duties that are assigned by the administration, that are not already outlined in the Master Agreement, need to be agreed upon by the Superintendent and the Association through a Letter of Understanding.

### **ARTICLE 37 – EARLY RETIREMENT INCENTIVE**

- 37.1 The Board reserves the right to enter into negotiations with individual Association members and the Association regarding individual buyout options. Negotiations with individual members and the Association, and any resulting settlement(s) shall not be precedent setting.

### **ARTICLE 38 – TEACHER RETIREMENT, AND SEVERANCE PAY/DEATH BENEFITS**

- 38.1 To qualify for this plan a teacher must have taught in the Elk Rapids Schools for a minimum of ten consecutive years, be qualified for retirement under the policy of the Michigan Public School Employees' Retirement System and submit evidence from the MPSERS that the processing of his/her application for retirement has been completed. A teacher qualifying for early retirement pay shall receive as early retirement pay an amount equal to forty percent (40%) of the teacher's regular daily base pay at retirement for each day of accumulated sick leave, up to a limit of 60 sick days – for the first year eligible for full retirement benefits. The payment for accumulated sick leave and early retirement incentives will only be received in the form of an employer contribution to a 403(b) plan.

After first year, the limit will be 50 sick days.

This is a one-time payment.

- 38.2 As longevity pay, a teacher who has been employed at least ten (10) years in the Elk Rapids School District will receive \$180 per year of service for each year of employment. The payment

- of longevity pay will be paid through the normal payroll process subject to Article 38.4.
- 38.3 Persons qualifying for early retirement or severance pay must file a letter of intent to retire by October 15 if retiring at the end of the first semester or by March 15 if retiring at the end of the second semester to be eligible for the retirement or longevity pay under this provision.
- 38.4 Payment of the above monies will be made in July of the year of retirement or half in July and half the following January, or all the following January at the discretion of the retiree. Under special circumstances the Board and the teacher may mutually modify the terms of this agreement.
- 38.5 In case of death, the above shall not apply, but accumulated sick leave to a maximum of \$3,500 shall be paid to the beneficiary.
- 38.6 Persons who have retired prior to this agreement shall be subject to the retirement plan they received when they retired.

### **ARTICLE 39 – JUST CAUSE AND PROGRESSIVE DISCIPLINE**

- 39.1 No teacher shall be disciplined without just and reasonable cause.
- 39.2 Normally, a system of progressive and corrective discipline shall be applied to all teachers in the district. The teacher must be notified by the administrator of their right to representation by an Association representative prior to disciplinary action being taken. The following procedure shall be followed:
- a. Discussion of the problem and verbal warning.
  - b. Written warning.
  - c. Suspension with pay.
  - d. Suspension without pay.
  - e. Dismissal.

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

### **ARTICLE 40 – GRIEVANCE PROCEDURE**

- 40.1 Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any of the provisions of this agreement, may file a written grievance with the Administration. Such complaint shall set forth the alleged

violation of a specific article and section of this agreement and the remedy requested. The Board designates as its representative for such purpose the Principal of each school building. All grievances must be signed by the aggrieved teacher, group of teachers or the Association.

- 40.2 If a teacher, group of teachers, or the Association do not file a grievance in writing with the Principal or other Board representative within ten (10) work days after the grievant's knowledge of the occurrence or omission, then the grievance shall be considered waived and dropped. At the conclusion of the school year, the teachers shall have ten (10) work days from the date of knowledge of the occurrence or omission in which to file a grievance.
- 40.3 Within five (5) workdays of the receipt of the grievance the Principal shall meet with the signatory(s) to the grievance and the designated representative of the Association in an effort to resolve the grievance. The Principal shall indicate his/her disposition of the grievance in writing to the teacher and designated representative of the Association within five (5) workdays of such meeting.
- 40.4 If the grievant or the Association is not satisfied with the disposition of the grievance by the principal or if no disposition has been made by the principal within the required five (5) workdays, the grievance shall then be transmitted to the Superintendent within five (5) workdays. Within five (5) workdays after receiving the grievance, the Superintendent shall meet with the Association. The Superintendent shall indicate his/her disposition of the grievance in writing, within five (5) workdays of said meeting.
- 40.5 If the grievant or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made by the Superintendent within five (5) work days of such meeting, the grievance shall be transmitted to the Board of Education by filing a written copy with the Secretary of the Board within ten (10) working days. The Board, no later than its next regular meeting shall decide the grievance with a hearing, at its option, or may hear the grievance by committee, which shall make recommendations to the Board for its decision thereon. Disposition of the grievance shall be made in writing within five (5) workdays of such meeting of the Board. Copies of such disposition shall be furnished the teacher and the Association. If the Association fails to provide the Administration with a signed disposition of the grievance within the timelines outlined in sections (40.4) and (40.5), the grievance shall be considered waived and dropped.
- 40.6 If the Board of Education and the Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific section of this agreement, it may within twenty (20) workdays after the decision of the Board be appealed to arbitration. The Association appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said twenty (20) workday period. If not so

delivered, the grievance shall be considered abandoned. If the parties are unable to agree upon an arbitrator, he/she shall be appointed under rules of the American Arbitration Association. The teacher, the group of teachers, the Association, the Board of Education, the Arbitrator and the Arbitration shall be subject to the following which shall control if there be conflict with a rule of the American Arbitration Association.

- 40.6.1 The Arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.
- 40.6.2 The Arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement
- 40.6.3 The Arbitrator shall not have the authority to change the existing salary structure; however, he/she may rule on the proper placement on the salary schedule.
- 40.6.4 The Arbitrator shall not have the authority to rule on the Board of Education's, the Superintendent's, or the Principal's right to manage or direct the work of a teacher, except as specifically limited within this Agreement, and may not infer from any provisions of this Agreement any limitation of those rights.
- 40.6.5 Each party shall furnish to the Arbitrator and to the other party whatever facts or material the Arbitrator may require to properly weigh the merits of the grievance, provided however, such facts or material must have been discussed during the grievance procedure or the Arbitration.
- 40.6.6 The American Arbitration Association's administrative fee and the Arbitrator's charges for his/ her services shall be shared equally by the Board of Education and the Association. Each shall bear his/her own expense in conjunction herewith.
- 40.6.7 The Arbitrator's decision, on an arbitrable matter within his/her jurisdiction shall be final and binding, subject to judicial review.
- 40.6.8 The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the exchange of briefs, which is to occur within ten (10) calendar days of the close of the hearing. The Arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.
- 40.7 It shall be the general practice of all parties of interest to process grievances during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board to hold the proceedings during regular working hours, a teacher participating in

any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

- 40.8 Any individual employee at any time may present grievances to his/her employer and have the grievances adjusted without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of the bargaining contract or agreement then in effect if the bargaining representative has been given the opportunity to be present at such adjustment.
- 40.9 The following matters shall not be the basis of any grievance filed under the procedure outlined in this section:
- 40.9.1 Any claim or complaint for which there is another remedial procedure as specified in the Teacher Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan as amended).
- 40.9.2 The failure of the Board to reappoint a teacher to an extra-curricular position.
- 40.10 The time limits provided in this section shall be strictly observed, but may be extended by written agreement of both parties.
- 40.11 For a copy of the GRIEVANCE REPORT FORM – See Appendix B at the end of the contract.



## APPENDIX A – TEACHER EVALUATION FORM

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

Assignment \_\_\_\_\_

1st year probation \_\_\_\_\_  
 2nd year probation \_\_\_\_\_  
 3rd year probation \_\_\_\_\_  
 4th year probation \_\_\_\_\_  
 Tenure \_\_\_\_\_

Date	Nature of Contact	Evaluator

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

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

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

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

NARRATIVE SUMMARY OF TEACHER PERFORMANCE

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

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

INDIVIDUALIZED DEVELOPMENT PLAN/PROFESSIONAL DEVELOPMENT PLAN

FOR: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

GOAL:

PURPOSE OF GOAL:

TEACHER PLAN:

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

ADMINISTRATIVE SUPPORT

GOALS:

PURPOSE OF GOAL:

TEACHER PLAN:

*(Indicate evidence to be submitted.)*

ADMINISTRATIVE SUPPORT

## Appendix B – GRIEVANCE REPORT FORM

GRIEVANCE # \_\_\_ Elk Rapids School District

Distribution of Form:

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

Submit to Principal in Duplicate

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Building	Assignment	Name of Grievant	Date Filed
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### STEP I

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

B. 1. Statement of Grievance

2. Relief Sought:

C. Disposition of Principal:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Disposition of Grievant and/or Association:

---

Signature Date

STEP II

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

B. Disposition of Superintendent or Designee:

---

Signature Date

C. Position of Grievant and/or Association:

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Signature Date

STEP III

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

B. Disposition of Board of Education:

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

C. Position of Grievant and/or Association

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

STEP IV

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

B. Disposition and Award of Arbitrator:

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

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