

MASTER AGREEMENT

between the

**EATON RAPIDS
EDUCATION ASSOCIATION**

and the

**EATON RAPIDS PUBLIC SCHOOLS
BOARD OF EDUCATION**

July 1, 2018 – June 30, 2028

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PREAMBLE

This Agreement entered into this August 16, 2018, by and between the Board of Education of the Eaton Rapids Public Schools, hereinafter called the "Board," and Eaton Rapids Educational Association, the Eaton County Education Association, MEA-NEA, hereinafter called the "Association."

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

Board has a statutory obligation, pursuant to the Michigan Public Employee Relations Act (PERA) to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and other conditions of employment.

In consideration of the following mutual covenants, the parties agree as follows:

ARTICLE 1 – RECOGNITION

- A. The Board hereby recognizes the Eaton County Education Association, MEA-NEA, as the sole and exclusive bargaining representative for all certified teachers and non-certified persons temporarily filling vacant professional positions employed by the Board, including school counselors but excluding supervisors, executives, continuing education teachers, substitutes, usual employees and all other employees.
- B. The term "teacher" shall refer to all employees of the Board of Education who in the bargaining unit as above defined teachers. When the term "Association" is used, it shall mean "teachers" included within the bargaining unit and/or its designated agents.

ARTICLE 2 – SCOPE OF AGREEMENT

- A. This Agreement shall be binding upon all teachers in the bargaining unit as defined in Article 1, upon the Association, and upon the Board. If any provision of any individual contract with any teacher within the bargaining unit is found contrary to any provisions of this Agreement, this Agreement shall prevail and supersede such contrary provision(s) in the individual contract.
- B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based upon alleged policies or practices, between the Board and its teachers or the Association, and constitutes the entire agreement between the parties. The binding Agreement between the Board and the Association shall be the one signed by the respective officers of the Board and the Association.
- C. This Agreement expressly embodies all agreements, written and oral, between the Board and the Association and is intended to cover all matters which were raised or could have been raised by either of the parties at the time of negotiations. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties may be subject to negotiation between them from time to time during the period of this Agreement. Such negotiations shall commence only upon mutual consent of both parties.

- D. Any amendment or agreement supplemental to this Agreement shall not be binding upon either party or the teachers in the bargaining unit unless negotiated, executed in writing and ratified by both parties.
- E. This Agreement shall not be amended or modified through past practice by either party unless or until such practice is put in writing pursuant to paragraph D.
- F. This Agreement is subject in all respects to the laws of the State of Michigan as to the powers, rights, duties and obligations of the Board, the Association and the teachers of the bargaining unit, and any provision(s) of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE 3 – BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution of the State of Michigan, and of the United States.
- B. The broad exercise of its powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement and then only to the extent such terms in conformance with the Constitution and laws of the State of Michigan, and the United States.
- C. The Board reserves the right of free communication with any and all of its employees for the purpose of evaluating the functions and accomplishments of the school system.
- D. The District has the right to the executive management and the administrative control of the District and its properties and facilities, except as indicated elsewhere by the specific and express terms of this Agreement.
- E. The Board reserves the right to hire, promote, layoff, discharge, or discipline, (in accordance with the terms of this Agreement) and to maintain discipline, competence, and efficiency of employees. Further, establishing the educational program, curriculum, organization and structure of the schools of the District, location of schools, construction of school facilities, new pedagogical innovations, textbooks and instructional materials, prescribed courses of study, and the means of providing a comprehensive program to the residents of the District are the responsibility of the District. The Board has these rights except to the extent that such rights are limited by the specific terms of this Agreement.

ARTICLE 4 – ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board agrees that all teachers shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining. The Board and Association agree not to

discriminate against any teacher as to hours, wages, or any terms or conditions of employment by reason of membership or non-membership in the Association, participation in any activities of the Association or collective bargaining with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. The Association, its members and duly authorized representatives of the Michigan Education Association and National Education Association will have the right to use school buildings for meetings and to transact official Association business other than during student instruction time. A building use form will be completed for a general Association meeting. These times may be extended by permission from the Superintendent. In the exercising of this right, the Association shall schedule its meetings with the building principal, shall not displace any previously scheduled events or classes, and shall not interfere with or interrupt normal school operations.
- C. The Association shall have reasonable use of school-owned equipment for Association business when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use, and for the cost of repair of any equipment damaged through such use by negligence, neglect, improper care or operation of the equipment, tampering or failure to perform normal cleaning and maintenance operations incident to the use of the equipment and the facility. Reasonable shall be defined as use in accordance with past practice.
- D. Teacher bulletin boards, mailboxes, intra office and building communications will be made available to the Association and its members for Association business. Teacher bulletin boards shall be those bulletin boards accessible only to the teachers and reserved for their use.
- E. The Board agrees to furnish the Association, in response to reasonable requests and in accordance with the "Freedom of Information Act" (FOIA), information available on the District's finances, including but not limited to: annual financial reports and audits; budgetary requirements and allocations; Board agendas; names, addresses, certification, salaries, and salary level of employees; membership numbers, together with information which may be necessary for the Association to process any grievance or complaint. The Association President shall be mailed a copy of all Board minutes and agendas at the time that these materials are made available to the public.
- F. The provision of this Agreement shall be applied without regard to race, religion, color, national origin, age, sex or marital status.
- G. Association members who have been duly authorized by the Association shall have the freedom to move from school to school to conduct official business of the Association before and after the student's day provided it does not interrupt or affect normal school operations or assigned duties and such teacher has not been assigned elsewhere at such time. Each building office shall be notified of arrival and departure time.
- H. Copies of the proposed agenda of all Board meetings shall be sent to the Association Representative in each building at the same time they are distributed to the members of the Board.

- I. No views on matters relating to Administration-Teacher, Board-Teacher, or Board-Association relationships will be discussed in the presence of students in the building classrooms.
- J. Restroom facilities shall be made available in each school for adults only. At least one (1) furnished room shall be made available in each school for an employee workroom and/or lounge.
- K. Telephone and parking facilities will be made available to teachers.
- L. Teachers shall be made aware of any identified safety or health hazards in their buildings, and any investigations of identified building safety or health hazards.
- M. Sexual harassment against or by bargaining unit members will not be tolerated.

1. Definition

The following definition is not meant to be all-inclusive but constitutes a summary description of sexual harassment as more fully described in the District's sexual harassment policy. A copy of the sexual harassment policy may be obtained from the office of each building.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other statements or physical conduct of an intimidating, hostile or offensive sexual nature, which substantially interfere with a person's employment.

2. Process

All complaints of sexual harassment shall be handled in accordance with the District's procedure established in its sexual harassment policy. It is understood that the filing of such complaints shall be governed by the three (3) year statute of limitation as provided under the Civil Rights Act.

3. Employee Protection

Any employee who believes his/her complaint is not being addressed per Board policy/procedure or is disciplined as a result of a sexual harassment complaint may file a grievance. Provided, however, that the grievance shall not be subject to the arbitration step of the grievance procedure, if it involves a discharge or demotion within the meaning of the Michigan Teacher Tenure Act. If the use of the grievance procedure would result in the accused harasser hearing the grievance, the grievance may be transmitted to the next step at the option of the grievant.

Although the parties agree that communications regarding a complaint of sexual harassment are to be kept confidential, it is recognized that complete confidentiality cannot be assured due to the potential need to engage in actions such as investigating the complaint, processing a grievance, imposing discipline, prosecuting or defending a lawsuit or other administrative action, or other action that may be required by law. The

Board will endeavor to protect the right to confidentiality of both the accused and the accuser in matters involving a sexual harassment complaint, but it is recognized that there may be circumstances limiting the Board's ability to do so (e.g., disclosures by individuals who are not employees).

ARTICLE 5 – ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTION

- A. Membership in the Association is not compulsory. Employees have the right to join, or not join, as they see fit. Neither party shall exert any pressure on or discriminate against any teacher in regard to such matters.
- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union or local bank, MEA Financial Services Association options, any MESSA insurance options, and approved annuity companies.

At such time as the Michigan Public School Employees Retirement System (MPSERS) incorporates a system of permitting its members to purchase additional MPSERS service credit through voluntary payroll deduction, representatives of the Board and Association will confer regarding the feasibility of locally implementing those procedures to enable employees to participate in that program.

It is the intent of this provision to promptly implement this opportunity for employees to purchase MPSERS credit, depending upon reporting and record-keeping requirements as well as software capability.

ARTICLE 6 – GRIEVANCE PROCEDURE

- A. A grievance is a matter involving an alleged violation of a specific Article or Section of this Agreement, or any rule or regulation of the Board dealing with wages, hours or working conditions. The Association will not grieve a violation of any matter that is not a violation associated with members of its bargaining unit.
- B. Any teacher, or representative of the Association, having such a grievance shall discuss the matter with the school principal, with the object of resolving it informally, before initiation of the formal grievance procedure. The Association Building Representative may also be present, but only if requested to be present by the teacher.
 - 1. Notwithstanding anything herein, all grievances must be reduced to writing within fifteen (15) working days after the occurrence of the alleged violation.
 - 2. Any grievance or any appeal of any grievance not properly processed within the proper time periods as stated in this Article shall be considered settled on the basis of the last answer given by the respective school authority. Notwithstanding anything herein, all grievances must be reduced in writing within ten (10) working days after the informal discussion with the principal.
 - 3. Claims involving financial liability will be limited retroactively to a period of fifteen (15) working days from the date on which the grievance was filed, except in the case of a

payroll error or in bona fide cases where affected individuals could not have had knowledge of the cause for complaint.

4. Any extension of time limitations for presenting, appealing or answering grievances must be in writing and signed by authorized representatives of the Board and the Association.
- C. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services or failure to reemploy any probationary teacher.
 2. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Michigan Teacher Tenure Act.
 3. Assignment or reassignment of the co-curricular schedule.
- D. If the event the matter is not satisfactorily resolved, the following procedure shall be followed:
1. Step One - Appeal to the Principal
 - a. The grievance shall be reduced in writing within ten (10) working days of the informal discussion with the principal, signed by the teacher or teachers involved and by the Association Building Representative, and submitted to the building principal.
 - b. The written grievance shall specify the facts giving rise to the grievance, the Article and Section of this Agreement allegedly violated or the Board rule or regulation allegedly violated, the time and place of the informal discussion with the building principal, and relief requested.
 - c. The building principal shall submit an answer in writing within five (5) working days of his/her receipt of the written grievance. One (1) copy of this decision shall be delivered to the grievant(s) and one (1) to the Association Building Representative.
 2. Step Two - Appeal to the Superintendent
 - a. Within ten (10) working days after receiving the decision of the principal, the aggrieved teacher(s) may appeal to the Superintendent. The appeal shall be in writing and shall contain the reasons for the appeal.
 - b. Within ten (10) working days after receipt of the appeal, the Superintendent shall investigate the grievance, including giving the aggrieved teacher(s) and Association Representative a reasonable opportunity to be heard, and render his/her decision in writing. A copy of his/her decision shall be delivered to the teacher(s) involved, the Association Representative, and the school principal.
 - c. Association or class action grievances involving more than one building may be initiated at Step Two of the procedure.

3. Step Three - Appeal to the Personnel Committee of the Board of Education.

Within ten (10) working days of the receipt of the decision of the Superintendent, the Association may appeal the grievance to the Personnel Committee of the Board of Education. Within ten (10) working days of the receipt of the appeal, the Personnel Committee shall hold a hearing concerning the matter. Within ten (10) working days of the hearing, the Personnel Committee's decision, shall be delivered to the grievant, the Association Representative and the Superintendent.

4. Step Four - Appeal to Arbitration

- a. If a grievance is not satisfactorily adjusted, and if it involves an alleged violation of a specific Article and Section of this Agreement, the Association or the Board may, within ten (10) working days after the decision in Step Three is rendered, submit the grievance to arbitration. Grievances which do not involve alleged violations of a specific Article and Section of this Agreement may be processed through Step Three, but will not be arbitrable.
- b. The submission to arbitration shall contain a statement of the issues to be arbitrated and references to the specific Article and/or Section allegedly violated. Parties shall attempt, within ten (10) working days after the receipt of notice of submission, to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specific period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.
- c. It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in writing, setting forth his/her findings and conclusions in a case of an alleged violation of a specific Article and Section of this Agreement.

(1) He/she shall have no power to add to, or subtract from, alter, or modify any of the terms of this Agreement.

He/she shall have no power to rule on any matter involving the failure to reemploy a probationary teacher nor shall he/she rule on a matter involving the assignment of a teacher to a co-curricular pay schedule activity.

- d. At the time of the arbitration hearing, both the Board and the Association shall have the right to examine and cross-examine witnesses. Upon request of either the Board or the Association, or the Arbitrator, a transcript of the hearing shall be made. The Board and the Association will have the opportunity to purchase their own copy. At the close of the hearing, the Arbitrator shall afford the Board and the Association a reasonable opportunity to furnish briefs.
- e. The fees and the expenses of the Arbitrator and the fees and expenses of the arbitration shall be shared equally by the Board and the Association. The expenses

of, and the compensation for, each and every witness and representative for either the Board or the Association and the expense of any transcript shall be paid by the party or parties requesting the transcript or the party producing the witness or having the representative.

- f. The Arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by the Agreement, shall be final and binding upon the Association, the employee or employees involved, and the Board.
 - g. By mutual agreement, expedited arbitration may be used after Step Two of the grievance procedure. Rules of the American Arbitration Association for expedited Labor Arbitration will be used.
- E. Grievances arising under this Article shall be processed during non-teaching hours unless mutually agreed otherwise.
- F. No grievance shall be filed by any teacher after the effective day of his/her resignation.
- G. The Association shall designate annually, in writing, to the Superintendent the Association Representatives for each building. The Association shall at the same time designate one (1) representative for the purpose of receiving contractually required notices and administrative communications.
- H. There shall be one (1) Association Representative for every high school, middle school, intermediate, and elementary school buildings.

ARTICLE 7 – NEGOTIATION PROCEDURE

- A. In any negotiations between the parties, neither party shall have any control over the selection of the bargaining representatives of the other, and each party may select its representatives from within or outside the District. It is recognized that no final agreement may be executed without ratification by the Board and by the Association, subject to the requirements and conditions of the Michigan Public Employment Relations Act. The parties mutually pledge that their bargaining representatives shall have all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations, subject only to such final ratification.
- B. The designated Association Representative and the building administrator of each building will meet periodically to review the administration of the Agreement and to resolve problems which may arise. Such meetings will be on a building level and are not intended to bypass the grievance procedure.

ARTICLE 8 – TEACHING CONDITIONS

- A. Hours and Workload
- 1. The teacher's professional day shall be considered as those hours and activities required to perform their professional duties as they occur before, during and/or after the student day. Each teacher is expected to be punctual and regular in attendance for all assignments.

- a. Teachers will be on duty in their assigned buildings not later than ten (10) minutes before the start of the school day [and have their classrooms open not later than five (5) minutes before the start of the school day] and be on duty for at least ten (10) minutes after the school day. The term “on duty” is defined as “the teacher is prepared to engage in his/her professional responsibilities.”
 - b. The concept of professional hours recognizes that unit employees do work away from normal work stations and outside of the hours stated in paragraph a., above. This work includes such activities as: building staff and departmental meetings, in-service days, grade level meetings, student staffings, IEP team meetings, Open Houses, Crisis Committee meetings, and other District and/or building committees. As is included in professional responsibilities, teachers will be expected to be accessible to help students and meet with parents as needed.
 - c. The Association and the administration will jointly address the faculty in a joint meeting at the beginning of each year as to the rights and responsibilities of professional hours; however, the administration is responsible for the enforcement.
 - d. There will be an ongoing review of the effectiveness of professional hours, with an annual review to be completed before May 1 of each school year. This review shall be conducted through the Labor Relations Committee and any committee decisions affecting professional hours shall be agreed to in writing.
2. Pre-K –5 teachers will have a minimum of 255 minutes of planning time per week contingent upon development of building schedules that do not result in increased costs to the District. Time when students are at recess will not count as part of the 255 minutes. The ten (10) minutes of on duty time before and after the start of the school day and the teacher’s duty free lunchtime shall also not count as part of the 255 minutes. Special subjects will be under the direction of certified teachers, to the extent that this standard is required for the District to receive full state school aid appropriations.
 3. Pre-K –5 elementary special subject teachers will have an amount of planning time, on a weekly basis, comparable to that of classroom teachers in their respective buildings.
 4. Middle School teachers will have a minimum of fifty-three (53) minutes of planning time per full student attendance day.
 5. Under a trimester schedule, each teacher in grades 9-12 will have a minimum of seventy (70) minutes planning time per full student attendance day.
 6. Integrated team teaching includes such responsibilities as comprehensive planning, student scheduling, multidisciplinary instruction, and the coordination of these activities. Integrated team teaching does not include co-teaching, departmentalization, or block scheduling. If a building elects to forego a traditional schedule and implement integrated team teaching and the Superintendent or designee approves the plan, each teacher will be allowed sufficient team planning time, in addition to the individual planning time set forth in this Article.

Before March 1, the building principal, the building improvement team, and the Association Representatives shall mutually agree upon the amount of team planning time. Their agreement shall be set forth in a Letter of Agreement. The issue of the adequacy of team planning time may be revisited annually.

In the event mutual agreement is not reached as to the amount of team planning time, then integrated team teaching shall not be implemented and a traditional schedule will be followed.

7. Zero and Sixth Hour Classes

Zero, and/or sixth hour classes will be added to the high school schedule with the following criteria being established: (1) the duration of the classes will be a normal class period, (2) the classes to be offered will be selected by the teachers in the department, subject to administrative approval, (3) a teacher may utilize this for additional compensation as called for in Article 14, Section I, at the option of the teacher, if the extra hour is warranted and approved by the administrator, (4) all zero and sixth hour class offerings will be posted, (5) no zero and/or sixth class hour will be added without a minimum enrollment of 20 students, (6) a teacher who adds a zero hour class and drops a fifth hour class will meet all professional obligations. In all other instances, the teacher may leave prior to the end of the student day.

8. The Board will continue to endeavor to maintain an adequate list of substitute teachers. The Board will endeavor to continue its practice of allowing a team-teaching group, upon the approval of the building principal, to elect not to have a substitute in a case of a team member's absence. In such event, the substitute's pay will be given to the team-teaching areas.

9. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least thirty (30) minutes or a lunch period equal in length to that of their students, whichever is greater.

a. Assignment of a teacher to noon hour supervision shall immediately precede or immediately follow the scheduled thirty (30) minute lunch period. Only in cases of emergency will such supervisory assignment interrupt the thirty (30) minute lunch period.

b. Assignment of a teacher to noon hour supervision for any time beyond ten (10) minutes shall be compensated at the rate specified in Schedule B for Administratively Assigned Duties or a prorated portion thereof when the assigned time is less than thirty (30) minutes.

c. The administration shall provide the teacher with the appropriate form for the purpose of calculating compensation.

d. Participation in the High School lunch program shall be voluntary.

10. Teachers shall not be assigned to supervise lunch recesses or lunch periods. Elementary teachers shall rotate recess supervision of students. The number of supervising teachers

and the schedule shall be developed mutually and cooperatively between the teachers and administrators at each building.

11. While it is understood that the administration may schedule teachers' meetings during such times as selected by the administration, it is agreed that affected teachers will be notified of the meeting by the preceding school day. In addition, teachers will be notified of any changes which affect the normal student schedule by the close of the preceding school day. This provision will not apply in the event of emergencies or unforeseen circumstances.
12. The parties recognize that the hours of student contact time are subject to adjustment so that the District satisfies all requirements of the School Code and State School Aid Act for full receipt of foundation allowances and other appropriations.

If during the term of the Agreement, there is enacted an increase in the amount of instructional hours required for the District to receive full state school aid, the parties agree to reopen the calendar in this Agreement.

B. Assignments

1. Class sponsorship will be voluntary whenever possible. If the positions cannot be filled on this basis, they will be assigned by the principal.
2. Teachers shall be notified of their teaching assignments for the next school year no later than May 31 each spring. Such notice is tentative and may be changed for specific reasons. Should it become necessary to change assignments, the teacher(s) involved shall be notified as soon as possible. After August 15, should three or more preparations of a teacher's schedule be changed, that teacher shall be provided with two (2) weeks' notice before the effective date of the change.
 - a. Teachers in grades 7-12 shall not be assigned outside their certificate, majors/minors, and qualifications (if any) under ESEA/NCLB.
 - b. The District will endeavor to assign teachers at the MS and High School buildings no more than three (3) preparations.
3. The middle school Teacher Advisory Group (TAG) program is designed to give students a grade level home base for the school year where small group guidance, problem solving, and social activities can take place. TAG will operate under the following conditions:
 - a. TAG class sizes are not to exceed twenty (20) students per TAG class contingent on budget and student enrollment.
 - b. All teachers at the middle school are expected to be on duty during TAG time.
 - c. The TAG Coordinator (Counselor or BIT) will be responsible for supplying TAG teachers with various monthly activities designed to be informative, promoting self-esteem and a positive, safe school climate.

- d. TAG teachers will be responsible for coordinating and tracking individual student achievement with the students' planner program along with implementing the TAG/Guidance activities as provided.
- e. TAG classes will be held for no less than fifty (50) minutes per week.
- f. The number of class periods and the make-up of the middle school schedule may necessarily alter the length of TAG classes within the set parameters above.

C. Class Size

See Letter of Agreement for school years 2016-2017 and 2017-2018

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

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

1. Elementary Class Size Goals

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

2. Middle School and High School Class Size Goals:

<u>Subject</u>	<u>Class Size Goals</u>
Language Arts	25
Social Studies	25
Mathematics	25
Science	25
Business	25
Typing	25
Art	25
Industrial Arts	20
Drafting	20
All Other General Education	25

Physical Education	29
Vocal Music	Unlimited
Instrumental Music	Unlimited
Teacher Advisor Groups	17

3. In striving to meet these ideals, the following limits will be placed upon general education classes and will be in full force and effect for the duration of this contract:

- a. Class size shall not exceed 29 students.
- b. The High School Guidance Office, in the spring class selection process, will adhere to the 1:24 teacher/student ratio when arranging science classes for the following school year.

After the start of the new school year and new students select Eaton Rapids High School or move into the District and they want or need a particular science class, the District will provide them with the needed science class even if there are already 24 students in that class.

4. The numbers of mainstreamed special education students placed in a general education class shall be limited to six (6) per class, except as provided in subsections a.-f. Every effort will be made during the scheduling process to adhere to the aforementioned class size limit.

- a. A special education student's placement will conform with the terms of his/her Individualized Education Program (IEP), which shall include a determination of classes/subjects in which the student will be designated as needing accommodation from the general education teacher. This determination will be reviewed on an annual basis with the student's general education teacher(s). A general education teacher who believes a special education student needs an accommodation or further accommodation(s) in his/her class shall request that the IEP Team meet for that purpose.
- b. A special education student requires a particular section, which is not otherwise available to fulfill his/her curriculum requirements.
- c. A student identified for special education services after the school year has begun cannot cause the removal of any special education student already in a class.
- d. A special education student who is enrolled after the school year has begun shall not be placed in a classroom which already has six (6) special education students assigned to it, unless there is no other appropriate placement for that student.
- e. If a class enrollment exceeds six (6) special education students identified by the IEP Team for that class, a determination shall be made as to how the needs of all identified students shall be addressed, including the addition of a co-teacher, aide/paraprofessional, or other accommodations. Staffing and/or other accommodation(s) for such classes shall be determined by the general education teacher, special education caseload teacher, the building administrator, and the

Special Education Director. If the general education teacher does not agree, he/she may request an IEP Team meeting to seek further accommodation(s). This provision shall not be interpreted as to require the District to hire a greater number of teachers than is required by current State rules and regulations.

- f. The assignment of a special education co-teacher to a classroom shall not affect contractually agreed upon class size limit.
5. The District agrees to follow state and federal guidelines and recommendations for special education class size and caseload, unless mutual agreement to seek a waiver is reached between the Association and the District. In the event mutual agreement is not reached, the Special Education Director shall make the final determination.
6. In the event a teacher is regularly assigned to work in two or more buildings, the administration shall either adjust that teacher's schedule so that travel does not interfere with preparation time or compensate the teacher for the lost preparation time.

D. Materials and Supplies

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

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

E. Board Policy Committee

1. The Association shall have a member on the Board Policy Committee.

F. Program Reductions

It is understood that the nature of District finances may create the necessity to reduce various elements within the total school program. The Board and the Association desire to work cooperatively in making recommendations for reductions of the school program. When program reductions ultimately requiring Board action are contemplated by the District, the Superintendent shall notify the Association President and UniServ Director prior to bringing proposed reductions for formal Board action. The Association shall have the right to request that a meet and confer session be convened between representatives of the Association and representatives designated by the Board. The meet and confer session shall take place, if requested by the Association, and the Board will examine whether any reconsideration of its action is warranted. The Board retains the right to make the final decision with regard to program reductions.

G. Academic Freedom

Both the Board and the Association, recognizing the importance of seeking to inspire students to develop respect for truth, a recognition of individual freedom, social responsibility and the democratic tradition and an appreciation of individual personality, shall work together to create and preserve an atmosphere which is free from censorship and artificial restraint and in which academic freedom for teacher and student is guaranteed. Unless otherwise required by law, No special limitation shall be placed on study and investigation of facts and ideas concerning man, human society, the physical and biological world or other branches of learning within curriculum guidelines approved pursuant to this Agreement.

Under applicable legal standards, teachers enjoy privileged communications in their work. Individual teacher records, planning materials, notes, etc. shall only be released to school personnel with legitimate educational interests or when otherwise permitted by law. Teachers having questions regarding compliance with confidentiality of student communications shall review the matter, in advance, with their building administrator. When necessary, the administration shall secure advice and recommendations from the Board's legal counsel and shall communicate a course of action to the teacher.

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

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

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

H. Special Education

The Board and the Association recognize that in accordance with the Individuals with Disabilities Education Act (IDEA), as amended, special education students have the right to be educated in the least restrictive environment. When required by an un-appealed Individualized Education Program (IEP), the Board shall provide additional support services, equipment and/or personnel to the classroom teacher so that the teacher may provide for the education of all students in the classroom.

1. One teacher designee shall be required to attend the IEP Team meeting for each special education student. Other teachers who have a special education student assigned to them or will have a special education student assigned to them shall be notified of the convening of the IEP Team for the student. These teachers, at their discretion, shall be given the opportunity to attend the IEP Team meeting and/or provide input into the IEP.

2. Teachers shall be notified in advance of the assignment of special education students to them and of the support, if any, to be provided in accordance with the IEP.
3. Any teacher to whom a special education student has been assigned may request the reconvening of the IEP Team to review current placement, alternative placement if necessary, and appropriate support. This is not to take the place of the staffing process.
4. It is the teacher's legal duty to uphold the requirements for accommodations/modifications to instruction and/or assessment as set forth in a student's IEP. Provided, however, it is further understood that the nature and extent of a student's disability may affect student achievement and/or performance in the classroom.
5. If delivery of related school health services is necessary to provide a student with a free appropriate public education in the least restrictive environment, as mandated by IDEA, as amended, those services shall be performed by a qualified person other than a teacher. Teachers shall not be required to perform these services except in cases of emergency.

Where clean intermittent catheterization, nasal suctioning, tracheotomy care and similar procedures are necessary to maintain a student in the classroom, appropriate training will be provided to each teacher before the placement of that special education student in the teacher's room. This training shall include an explanation of the procedure(s) for delivery of the school health service, identification of the appropriate persons who shall perform the services and persons to whom the performance of the services may be permissibly delegated.

- I. Each teacher must hold the necessary certification required by law to teach in Michigan. It is the teacher's responsibility to renew his/her certificate before its expiration. Teachers are required to comply with the Administrative Rules Governing Michigan Teacher Certificates, R.390.1101.

"Certificated" shall be defined as holding all certificates, endorsements and/or permits required by law and the Michigan Department of Education to serve in the position assigned. Teachers shall not be assigned outside of their certificate and endorsements. It is the teacher's responsibility to file such certificates and endorsements with the District. The certification status of a teacher on file with the District shall be considered conclusive for all purposes under this Agreement.

The District will maintain the teacher at the contractual salary if the certification renewal is in process and the teacher can provide a receipt indicating all necessary renewal fees have been paid to the college/university and State of Michigan. If a teacher fails to renew his/her professional certificate, he/she will be immediately placed on substitute pay until verification of a valid certificate. Employment will be terminated if verification is not confirmed within ninety (90) days.

- J. Teachers shall contact the office when leaving the building and upon returning to the building during the course of the school day.

ARTICLE 9 – TEACHER EVALUATION

The final decision on the employment of the school personnel and their continuance rests with the Board. In any matters related to the public schools of Eaton Rapids, the Board is the final court of appeal. The Board of Education will make decisions on teacher tenure in accordance with the provisions of the Teacher Tenure Act.

ARTICLE 10 – TEACHER PROTECTION

- A. The Board recognizes its responsibilities to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in his/her classroom. The Building Student Behavior Committee (BSBC) and District Student Behavior Committee (DSBC) will be used to assist in fulfilling these responsibilities.
1. A teacher may send to the principal and/or request the removal of a student from his/her class or classroom when the grossness of the offense, the persistence of misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In each case, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, but in no event later than the close of the school day, a signed statement containing the full particulars of the incident.
 2. Building principals will provide their teachers with electronic copies of all policies involving student suspension and expulsion for reasons of unexcused absence and/or tardies. Copies of other Board policies regulating students are available from the building principal.
 3. When a student is suspended or expelled, the referring teacher and/or teachers having direct instructional responsibility for the student will be notified of such action within two (2) school days. In other cases of student discipline the referring teacher shall receive notification either electronically or in writing of the written disciplinary action.
 4. Individual classroom teachers have the authority to establish reasonable classroom rules, which are consistent with Board policies and Student Handbooks. Updated copies of classroom rules shall be provided to the building administrator for advance review.
 5. Where a teacher and administrator fail to agree on the appropriate student discipline, the matter is subject to review by the BSBC and, if necessary, the DSBC.
- B. It shall be the responsibility of the teacher to report to his/her principal the name of any student who, in the opinion of the teacher, needs assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
- C. Any assault and/or battery by or upon a teacher in connection with the teacher's employment shall be immediately reported to the administration. Whenever a teacher is absent from school as a result of personal injury to that teacher caused by an assault arising out of and in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any workers' compensation paid for temporary disability due to said injury) for the period of

such absence not to exceed ten (10) school months. The Board may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence from the teaching assignment. As soon as such teacher is physically able to return to work, he/she shall be restored to his/her previous position or an equivalent position.

- D. When an instance of assault and/or battery by or upon a teacher is reported to law enforcement authorities, the teacher(s) and administration shall cooperate in the investigation and processing of that matter with law enforcement officials, provided, that however that this shall not enable or require any teacher or administrator to violate laws or regulations pertaining to confidentiality of student records or communications.
- E. Before meeting with law enforcement officials for the above purposes, teachers will be allowed adequate opportunity to consult with the administration and/or Association regarding confidentiality of pupil records or communications.
- F. A teacher shall, at his/her request, be entitled to the presence of an Association Representative when called to the office of an administrator
- G. Many times, parental concerns can best be resolved informally through discussions between parents and teachers. Whenever possible and appropriate, the complainant will be referred back to the teacher except where legal issues are involved including, but not limited to, allegations of harassment, discrimination, corporal punishment or where the teacher is unavailable for an extended period of time.
 - 1. Any written complaint received by an administrator about a teacher or his/her teaching ability shall be called to the teacher's attention and a copy of the complaint given to the teacher within twenty-four (24) hours or no later than the next school day.
 - 2. When appropriate, any verbal complaint received by an administrator will be discussed with the teacher within two (2) school days if the content or nature of the complaint impacts the teacher, unless discussing the complaint would compromise an investigation.
 - 3. The administrator shall validate all complaints. The teacher shall be given an opportunity to respond to the complaint (including, where appropriate, a meeting with the parent).
- H. Any complaint made against a teacher which is written and placed in the teacher's personnel file shall be first initialed and dated by the teacher. Any complaint which, after investigation, is proven to be unsubstantiated shall be removed promptly from the teacher's personnel file. However, the administration shall retain a copy of the complaint and pertinent investigation materials to substantiate that an investigation was conducted. Substantiated complaints shall be retained in the teacher's personnel file without limitation, unless removed through operation of the grievance procedure contained in this Agreement or as provided for under the Bullard-Plawecki Employee Right to Know Act.
- I. Upon request, a teacher shall have the right to inspect his/her Central Office personnel file. The request shall be made with Central Office during working hours. The inspection must be made in the presence of the administrator or designee responsible for the safekeeping of the files. Legally exempt information (employment references obtained at the time of initial hire) or information that the Board deems to be privileged, is specifically exempted from

such inspection. The administrator may remove such privileged information from the file before the inspection of the file by the teacher. Personnel file information shall not be stored on any computer with unsecured access.

1. A representative of the Association may, at the request of the teacher, accompany the teacher during the review of his/her personnel file.
 2. No material may be placed in an employee's personnel file without allowing the teacher an opportunity to file a response and said response shall become part of said file.
 3. If a court order is presented for information from the personnel file, the teacher shall be promptly provided with a copy of the court order.
 4. Information from the teacher personnel file may not be released to third parties who are not representatives or agents of the District without prior written permission of the teacher, unless such release is required by law.
 5. Nothing contained herein shall be construed as a limitation on the District's ability to access or review an employee's personnel file in the ordinary course of business.
- J. The Board may be legally required to disclose personnel file documents under the Freedom of Information Act (FOIA), pursuant to Section 1230b of the Revised School Code and/or other statutory authority.
1. To the extent permitted by law, the Board shall require that any request for information from a teacher's personnel file shall be placed in writing and be as specific as possible. An unaltered copy of the request shall be furnished to the Association and the affected teacher.
 2. When the District's FOIA Coordinator receives a FOIA request to disclose documents contained in a teacher's personnel file, the teacher shall be notified on the same day of the District's receipt of the FOIA request. If the request is received after the close of the teacher's work day, notice shall be given the morning of the next business day. If the teacher cannot be contacted as delineated, then the designated Association Representative(s) shall be notified, and notice to the Association is deemed to be notice to the teacher. The teacher and/or Association designee shall be responsible for obtaining a copy of the FOIA request from Central Office.
 3. The Administration shall provide a checklist of documents to be released to the teacher and the Association. The Association shall advise the Board in writing of its objections, if any, to the release of such documents and the grounds therefore prior to the date of the required disclosure.

The District recognizes its responsibility to protect the privacy rights of its employees, as well as its obligation to comply with the FOIA. If the District believes the request for disclosure of information conforms with the FOIA, then it shall be the Association's responsibility to pursue the appropriate remedy regarding such disclosure.

4. If the individual teacher wishes to write a response to any personnel records, which are to

be released, he/she shall do so prior to the date of the required disclosure. The individual teacher's written response shall accompany the released documents. The individual teacher shall receive copies of all released information.

5. Only to the extent permitted by law is requested information to be released.

- K. The Board and Association recognize that cooperation and mutual respect among faculty members is an important aspect of a successful educational program. Where a dispute between faculty members is of a serious nature and has not been resolved after initial efforts to do so by the involved teachers and the Association, any teacher who is a party to such dispute may request the building administrator to convene a meeting for the purposes of identifying the nature of the dispute and for addressing potential solutions. Attendance at this meeting shall be mandatory for all teachers involved in the dispute, whether as a direct disputant or as a witness.

Teachers required to attend the meeting shall be entitled, at their election, to be accompanied by an Association Representative. The administrator convening the meeting may also choose to involve another administrator or other District representative at this meeting.

The convening of a meeting for the above purpose shall not preclude the administration from imposing disciplinary action upon a teacher or incorporating reference to the matter in the teacher's evaluation, subject to the provisions of this Agreement, where it is determined that a teacher has engaged in misconduct or other inappropriate behavior. Further, a meeting called under this section shall not supplant or replace other established procedures (e.g. sexual harassment) for the processing of complaints by one or more bargaining unit members against a colleague.

- L. The parties recognize the need for parental involvement as part of the educational process. It is also understood that teachers are responsible for the orderly delivery of education to all students in their classroom. To prevent undue disruption to the learning environment, a parent is expected to make arrangements with the teacher for the purpose of visiting his/her child's classroom. If the parent is unable to make arrangements with the teacher, then the building principal will be responsible for making such arrangements and notifying the teacher. Whenever possible, the parent's request to visit his/her child's classroom will be arranged within twenty-four (24) hours of the request.

Any other visitor must contact the building principal who will consult with the classroom teacher to determine the appropriateness and timing of the visit.

The parties agree that it is educationally inappropriate to have visitor(s) in the classroom when testing is taking place.

Parents wishing to visit classrooms where their child is not a student and/or meet a teacher will do so during times when students are not in the classroom to protect the privacy of the students.

ARTICLE 11 – LEAVES OF ABSENCE

A. Paid Leaves

1. All permanent, full-time teachers shall earn sick leave at the rate of twelve (12) days per year. Such sick leave shall be granted at the rate of 1.2 days per month (i.e. September-June) during the school year. Teachers who need to use sick leave will be allowed to use the full yearly allotment before such time is actually earned. A teacher shall earn a full day of sick leave when he/she is present for work at any time during a calendar month or when he/she is on a paid leave of absence for any part of a calendar month. A teacher does not earn sick leave days for any full months that the teacher is on an unpaid leave of absence from the District.

A teacher who leaves his/her employment with the District during the school year who has used more sick leave than that which has been earned must reimburse the District for such advanced days. Such amount will be deducted from the teacher's remaining wages, with the teacher to remit any deficiency to the District at the time of separation.

- a. Sick leave days shall be cumulative from year to year up to a maximum total of one hundred forty (140) days. Teacher leave balances will be reported on payroll direct deposit stubs.
- b. Sick leave shall not be taken by an employee at his/her discretion, but shall be allowed only in case of necessity or personal illness and illness of spouse, children, sibling, parents, parents-in-law, or persons not of the previous relationship living within the household for whom the teacher has some custodial responsibility and such illness necessitates the absence of the teacher from work.

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

The Employer reserves the right to require medical verification after three (3) consecutive absences.

- c. Each absence taken by a bargaining unit employee must be reported to the District's attendance system. The District will provide employees with an ID number and PIN. Employees must first contact the system to record their name and assignment for substitutes. It is the employee's responsibility to inform the system of the correct date, time, and reason for the absence and to retain the job number assigned to each absence for purposes of verification.
- d. Prolonged Disability - A prolonged disability is defined as absence from work for five (5) consecutive days or more. Any teacher shall notify the building principal and Human Resource Department upon his/her determination that the period of absence will be five (5) or more days so that further arrangements may be made with the substitute to assure better continuity of education. The notice shall contain the anticipated number of days of absence.

- e. Anticipated Prolonged Disability - Any teacher that can anticipate a prolonged disability (such as scheduled surgery, other confinement to home or hospital including maternity) shall notify the building principal and Human Resource Department, in writing, at least thirty (30) days in advance of the leave, where the need for leave is foreseeable. The notification shall contain the projected dates of confinement. It is understood that use of sick leave shall be only for the duration of the actual incapacity and the Board reserves the right of written verification and/or consultation with or from the teacher's physician.
 - f. Family Care Leave may be used by a teacher for a period of up to six (6) weeks to care for a newly adopted child who is not old enough to attend school and who may not need health care. The length of the Family Care Leave may not exceed the number of accumulated sick leave days a teacher has. Family Care Leave days will be subtracted from the teacher's accumulated sick leave days. Additional time, beyond the teacher's accumulated sick leave will be allowed, without continuation of salary, to eligible teachers under the Family and Medical Leave Act (FMLA).
2. Other leaves of absence with pay will be granted for the following reasons and subject to the following limitations:
- a. Up to a maximum of five (5) days per occurrence will be granted for death in the teacher's immediate family. "Immediate family" is defined as grandparents, grandparents-in-law, parents, parents-in-law, spouse, children, grandchildren, siblings and other persons living within the household for whom the teacher has custodial responsibility.
 - b. A maximum of three (3) days per school year will be granted for a death outside the immediate family when pre-approved by the Superintendent or designee if the Superintendent cannot be reached.
 - c. A leave of absence will be granted when a teacher is called for jury service, provided the teacher remits directly to the Superintendent all monies received for such service less reimbursed mileage and meal costs.
 - d. A leave of absence will be granted for a court appearance as a non-party witness in criminal proceedings or when subpoenaed in a suit incident to the teacher's employment, provided that the teacher remits directly to the Superintendent all monies received for such appearances, less reimbursed mileage and meal costs.
 - e. Professional Development - Each BIT (Building Improvement Team) that submits to the District Comprehensive Coordination Team (DCCT) an action plan, which is approved by the DCCT, shall be empowered to decide, upon application from a teacher, the granting of leave for visitation to other schools and attendance at educational conferences, training sessions, or conventions which are aligned with District goals. Attendance at these functions shall be subject to budgetary limitations established by the Board.
 - f. If approved by an administrator, a leave will be granted for the purpose of applying for, or registration for, college classes or counseling with a college advisor in the

teacher's major field no more than once a year on a half-day basis.

- g. A leave will be granted for the time necessary to take the Selective Service physical examination.
- h. At the beginning of every school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used at the discretion of the teacher provided that the personal business for which the leave is granted cannot be conducted on other than a school day. Any request for personal leave beyond the credited two (2) days must be sent to the superintendent or designee for approval as outlined in subsection 2. i. of this Article.

If a teacher does not use either of the above personal business days during a school year, one (1) sick leave day shall be added to that teacher's accumulation under Section A(1)(a) of this Article.

A teacher planning to use a personal leave day shall notify his/her principal at least one (1) day in advance, except in case of emergency. The principal shall verify to the teacher notice was received. Personal leave under this paragraph shall not be granted with pay for any day which falls within two (2) days from the beginning or from the end of any holiday or school vacation period, except in cases of emergency. The Superintendent and Association President shall jointly determine whether or not an "emergency" exists under this provision.

- i. Additional time [maximum of four (4) additional days per school year beyond the two (2) days credited in Subsection 2.h. of this Article] may be granted by the Superintendent or designee for personal or business reasons, provided that the personal activity or business for which the leave is granted cannot be conducted on other than a school day. Further, the teacher will be charged, through payroll deduction, the current substitute cost per additional time used regardless if a substitute is needed or not.
- j. Sick Leave Bank---Each member of the bargaining unit may contribute one or more days of accumulated sick leave to the sick leave bank by submitting a signed statement requesting same to the association sick bank chairperson on or before October 1 of each school year. The bank shall be administered by the Association which shall furnish the Board an annual report on the status of the bank by June 30 of each year.

Those members of the bargaining unit who have been hired after the opening of the school year may contribute one (1) day of accumulated sick leave to the Sick Leave Bank by presenting a signed statement requesting same to the association sick bank chairperson within thirty (30) days from date of hire.

The unused portion of said days shall accumulate in the Sick Leave Bank each year.

When a member ends the school year with more than 140 sick days, those sick days over the 140-day cap will be automatically donated to the sick bank. The Administration will notify the Association of the number of days donated.

- k. Affirmative Attendance Policy-The affirmative attendance policy shall be as follows. Teachers who use little or no sick leave time during the current school year shall receive the following compensation by June 30th:
1. Zero (0) sick leave days used = \$200.00 or 1 additional personal business day the following year
 2. One (1) or less sick leave days used = \$150.00
 3. Two (2) or less sick leave days used = \$100.00
 4. Three (3) or less sick leave days used = \$50.00

B. Unpaid Leaves

1. Upon written application to the Board by a teacher whose personal illness or disability has extended beyond the period compensated under Article 11, the Board shall grant, without pay, a leave of absence for such time as is necessary for complete recovery from such illness up to a maximum of one (1) calendar year.

A teacher does not earn sick leave days for any full months that the teacher is on an unpaid leave of absence.

2. Family Care Leave: A one (1) year leave of absence shall be granted to any teacher for the purpose of family care as defined in Article 11, Section A(1)(b) care. Such leave shall start upon request of the teacher, subject to the following conditions:
 - a. At least thirty (30) days prior before the beginning of the leave, a teacher shall apply to the Board.
 - b. The application shall be in writing and request specific beginning and ending dates of the leave. A physician's statement must be attached to the application specifying the direct health care need of the family member to be cared for.
 - c. The Board reserves the right to specify the beginning and ending dates of the leave to correspond with the beginning or ending of a school year, semester, or marking period, except the same shall not be in conflict with the physician's statement of health.
 - d. Any Family Care Leave granted will be without pay; however, the teacher, upon return from the leave, shall have all previous benefits of this contract restored to him/her, but shall not accumulate any benefits while on such a leave.
 - e. The provisions of a Family Care Leave shall not exempt a teacher from the provisions of the layoff procedure contained in this contract, except the Board shall not be required to give notice of layoff for the duration of the Family Care Leave.
 - f. If a teacher does not return to teaching upon the expiration of the leave, he/she shall conclusively be deemed to have resigned.
 - g. An extension of the Family Care Leave will be granted to a teacher upon written recommendation of his/her physician to the Superintendent.

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

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

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

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

C. General Leave Provisions

1. All leaves of absence must be applied for by the teacher in writing and the application must contain sufficient information to allow the Superintendent and/or Board to classify the leave according to the provisions of this Article. Application for leave which may be granted only by the Board must be received in the Superintendent's office no later than ten (10) days before the next regularly scheduled Board meeting to be placed the Board agenda for action. Those leaves of absence which may be granted by the Superintendent must be received in the Superintendent's office no later than three (3) days before the leave except that the Superintendent may grant such leave verbally, on an emergency basis, at his/her discretion, in which case the teacher shall file the written request for such leave as soon as practical but in no case later than three (3) days after the leave ends.
2. Teachers granted leave under this Article must notify the Superintendent's office, in writing, of their intent to return for the ensuing school year not later than April 15 of the school year in which the leave is in effect. Where the expiration date for a leave falls within the school year, teachers must provide written notice of intent to return to the Superintendent's office not later than thirty (30) days before the date on which the leave expires. Teachers failing to adhere to the above requirements will be considered as having resigned and shall have no rights under this Agreement.

Extensions of any leave of absence previously granted by the Board shall be at the sole discretion of the Board. If a teacher requests an extension, such extension request must be in writing and submitted to the Superintendent no later than April 15 for unpaid leaves of absence due to expire June 30. For other unpaid leaves of absence, request for an extension must be made seven (7) days prior to the date leave is due to expire.

Teachers who fail to return to work at the expiration of any leave of absence shall be deemed to have resigned the employ of the District. Failure to comply with any of the terms or conditions established by the Board or the Superintendent as to any specific leave of absence may result in immediate termination of the leave and/or whatever other disciplinary action the Board deems appropriate.

3. No grievance shall be filed against the judgment of the Board or the Superintendent in granting, or not granting, any leave of absence as provided by this Article. Failure of the Board to grant a mandatory leave shall be grievable.
4. The Board (acting through its administration) shall have the right to require medical verification of a teacher's fitness for duty or verification of absence in the following circumstances:
 - a. Verifying a teacher's eligibility for sick leave taken under this Agreement, as recognized under Section A(1)(e) of this Article.
 - b. To evaluate a teacher's fitness for duty where the Board has reasonably founded concerns, addressed with the teacher, in writing, in advance, regarding the teacher's physical and/or mental ability to perform the duties of his/her assignment.
 - c. To verify a teacher's eligibility for unpaid personal illness/disability under Section

B(1) of this Article.

- d. To verify a teacher's eligibility for leave under the FMLA. In that circumstance the procedures used for this purpose under the FMLA and its implementing regulations, shall be used.

D. Family and Medical Leave

1. Upon request, the employer shall grant a leave of absence to any employee pursuant to the Family Medical Leave Act (FMLA) for the following reasons:
 - a. The serious health condition of the employee; or
 - b. The serious health condition of the employee's immediate family member as outlined in the law; or
 - c. The birth of a child; or
 - d. The placement of a child for adoption or foster care.

Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.

The maximum accumulated leave time granted pursuant to this Section shall be limited to twelve (12) full weeks (60 working days) during the school district's normal fiscal year (July 1 - June 30).

2. Upon return from the leave, the employee shall be return to a position held immediately before the leave began. If the position no longer exists, the employee shall return to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.
3. FMLA will commence on the sixth (6th) day of paid sick leave and shall run concurrently for the duration of the leave. However, FMLA leave may commence earlier upon the written request of the employee.
4. Insurance benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.
5. Seniority shall continue to accrue during the leave.
6. The employee shall have the right to take the leave on a reduced or intermittent schedule as outlined in the law.
7. The employee shall provide the employer at least thirty (30) calendar days' written notice of the request for the leave when the need is foreseeable. It will include the reason for the request, the expected beginning date, and the expected ending date.

ARTICLE 12 – VACANCIES, PROMOTIONS, TRANSFERS

- A. A vacancy shall be defined as an opening in any professional position within the District including extra- and co-curricular positions, as well as supervisory positions and any new positions created by the Board.
- B. Any certified and qualified teacher who would like to be considered for any vacancy must apply in writing to the appropriate building principal and Superintendent each time the position opens.
- C. Teachers may file with the Superintendent advance notice in writing expressing desires for changes in assignment. This notice should be submitted no later than April 1 of each year.
- D. In filling a Schedule B vacancy, the following criteria and procedures shall apply:
 - 1. All Schedule B appointments are on an annual basis. If a bargaining unit employee is recommended for nonrenewal in a Schedule B position, the reasons for that recommendation shall be communicated to that individual through a written evaluation or other performance documentation.
 - 2. If a bargaining unit employee receives a “satisfactory” evaluation and wishes to remain in any Schedule B position (other than a club sponsor), he/she will be allowed to do so. Within thirty (30) days of receipt of the “satisfactory” evaluation, the bargaining unit employee will notify the administrator that completed the bargaining unit employee’s evaluation of his/her intent to continue in the position. If the bargaining unit employee does not wish to continue in the position, then the position will be posted.

This language does not supersede contract language in Article 21, A and B.
 - 3. In filling a Schedule B vacancy within the bargaining unit, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the District and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final.
 - 4. Each extra-duty position shall be posted and filled separately without regard to any other position.
- E. Payment for Homebound Teaching Services will be made at the same hourly rate as for BA-1 on the current Schedule A Wage Schedule.
- F. Upon written request by the teacher and approval by the Superintendent, the Board will reimburse for the successful completion of needed training, course work, workshops, etc., for teachers assigned to teach in areas where they have no previous training or classroom experience. It is understood that successful completion shall be defined as attaining a 2.0 or equivalent.
- G. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to no less than those accumulated rights as he/she may have had under this Agreement.

H. In the event that a professional vacancy represented by the Association must be filled by a non-certified person, the District and the Association agree that until an emergency or valid Michigan certification is granted by the State, the following conditions will apply:

1. EREA representation
2. professional compensation (including Schedule B)
3. teaching conditions
4. insurance protection
5. sick leave and personal days

These rights (#2-5) will be granted on a pro-rated basis if the position is less than full-time. Any such positions will be posted with the language of “open until filled” and then reposted at the beginning of each semester.

ARTICLE 13 – STAFF SENORITY

- A. The Board shall give twenty-one (21) or more calendar days’ notice of layoff to the Association and to the employees involved.
- B. A teacher laid off shall not be entitled to pay for fringe benefits while on layoff, it being understood that layoff will terminate individual contracts. A teacher that has taught the full school year and is laid off at the end of the year will continue to be covered by health, vision, and dental insurance for the months of June, July, and August as per Article 15(E).

ARTICLE 14 – PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. In addition, the Board agrees to assume the legally mandated retirement contribution to the Michigan Public School Employees' Retirement. The basic salary schedule shall remain in effect for the designated periods.
- B. All teachers' salaries will be paid bi-weekly. Teachers shall make a written election to be paid over either a ten (10) month or a twelve (12) month period. Teachers wishing to change from one system to the other must notify the Business Office, in writing, before August 1, to change their payroll deduction for the succeeding school year. Teachers who do not have a written election on file shall be paid over a twelve (12) month period. Retiring teachers, and others electing to do so, will receive the balance of their pay at the second (2nd) payroll period in June, providing that written notification of this request is received in the Superintendent's office on or before the last Friday in January.
- C. Upon qualifying for a new salary step (due to an advanced degree, or additional hours), written notification of eligibility and request for advancement must be made by the teacher before the commencement of the semester to be affected by the change in salary step.

Qualifications for a new salary step requiring additional hours but not an advanced degree shall be in courses that are an enhancement to the teacher’s effectiveness and/or the practice of education.

Lateral advancement will be based upon graduate work in the teacher's area of certificated endorsement or their area of teaching responsibility or in the field of education, or board-approved undergraduate work from an accredited institution of higher education. In addition, upon the completion of an approved master's degree program, credits State Continuing Education Clock Hours (SCECHs) may be applied toward lateral advancement per State guidelines. Twenty-five (25) SCECHs are equivalent to 1 (one) semester hour of credit. To receive advancement, additional degrees and/or hours shall be applicable to the teaching field unless otherwise approved by the Superintendent or designee.

Advancement may occur either at the beginning of the school year or halfway through the school year. To qualify for a new salary lane, written notification of eligibility, request for advancement, and a transcript or SCECH certificates must be submitted to human resources before October 1 or February 1. Lateral advancement shall not be made in the event of untimely submission by the teacher. Pay for lateral advancement shall be retroactive to the start of the school year or half-way through the school year, whichever is applicable.

If there is an administrative challenge to the teacher's completed coursework, the Labor Relations Committee shall make a determination. The determination of the Labor Relations Committee shall be final.

No teacher will suffer a reduction in her/his salary level or credit status as a result of this provision being adopted.

- D. Prorated salaries will be determined by dividing the teacher's annual base pay by the number of teacher workdays. All full-time teachers who are hired during the first semester shall advance to the next whole step of the salary schedule at the beginning of the next school year. All full-time teachers who are hired during the second semester shall remain on the salary step upon which they were hired for the remainder of that school year and for all of the following school year and shall advance to the next whole step of the salary schedule at the beginning of the second full school year of employment.
- E. Newly employed teachers may be allowed up to sixteen (16) years credit for teaching or pertinent vocational experience outside the Eaton Rapids Public Schools. Full credit will be granted for experience within the system.
- F. Pay for extra- and co-curricular assignments are also set forth in Schedule B, which is attached to and incorporated in this Agreement. Supplemental pay percentages shall be a percentage of the affected teacher's annual base salary, as set forth in the Salary Schedule.
 - 1. If the new or additional positions are contemplated by either party, the parties shall meet to negotiate the rates for those positions.
 - 2. The Association shall receive notice of such new positions as they are created.
- G. If it becomes necessary for a teacher to assume teaching responsibilities during his/her conference or preparation period, the teacher shall be compensated at a rate specified in Schedule B for Administratively Assigned Duties. The use of regular teachers as substitutes shall be done only on an emergency and voluntary basis.

H. A teacher administratively assigned to work daily outside of the negotiated calendar shall be compensated at his/her daily pay rate. Such rate shall be computed by dividing the annual salary by the number of teacher workdays in the calendar for that particular school year.

1. With the exception of work performed as Administratively Assigned Duties, teachers are not entitled to payments above their contractual salary (Schedule A) unless:
 - a. The teacher applied for the position.
 - b. The teacher was notified of appointment to that position.
2. The District administration will take steps to post positions where extra compensation is expected (except for Administratively Assigned Duties).
3. The Association will take steps to notify bargaining unit employees of the need to apply for a posted position before there is any entitlement to additional compensation (except for Administratively Assigned Duties).

The District and the Association will seek opportunities to present the agreement in (#1) to Building Administrators and teachers; and the Association will not endorse any future grievance to go forward on the basis that a teacher was not aware of the provision of (#1) above.

I. A secondary teacher assigned a class load or assignment in excess of what is outlined below shall be compensated as follows:

1. A 6-8 secondary teacher assigned a class load or assignment in excess of the usual five (5) class periods, and one (1) unassigned preparation period as outlined in Article 8, shall be compensated as follows:

Eighteen percent (18%) of annual salary times number of
additional class periods taught
number of student days

2. A 9-12 secondary teacher assigned a class load or assignment in excess of the usual four (4) class periods, and one (1) unassigned preparation period as outlined in Article 8, shall be compensated as follows:

Twenty-one & six tenths percent (21.6%) of annual salary times number of
additional class periods taught
number of student days

J. Teachers who must travel in connection with assigned teaching responsibilities shall be reimbursed at the current IRS rate. A mileage reimbursement form is to be submitted by the end of each fiscal quarter (September 30, December 31, March 31 and June 30).

K. At any time during the school year a teacher may request that she/he receive additional compensation in the amount of fifty dollars (\$50.00) if:

1. She/he has at least one unused Personal Business Day (as described in Article 11.A.2.h), and
 2. She/he agrees to forfeit that Personal Business Day.
 3. A teacher may not receive more than one hundred dollars (\$100) during the school year under this Section.
- L. The Board will reimburse up to \$500 per school year (September through August) to teachers who are in their first six (6) years of teaching, enrolled in a planned program of study at an accredited university, and have not yet completed the State required eighteen (18) semester hours of additional college credit necessary to receive a professional certificate. This reimbursement will be for successfully completed college graduate level courses that are directed toward a professional certificate and in which a grade report of 3.0 or higher is achieved or when the university indicates successful completion was achieved through another grading system. Payment will be made based upon completion date of the course, presentation of a paid tuition receipt and final course grade.
- M. Compensation and Insurance Protection Review: At the written request of either party on or after May 1st, 2021, this Agreement will be reopened to negotiate Article 14 - Professional Compensation and Article 15 - Insurance Protection and Article 11.A.2.k Affirmative Attendance Policy.

ARTICLE 15 – INSURANCE PROTECTION

- A. The Association shall be responsible for administering its health insurance program for the duration of this Agreement.

Beginning January 1, 2019, the District will pay the full 2019 hard cap for all bargaining unit employees who elect and enroll in coverage beginning January 1, 2019 based on the plan type (i.e. single, two persons, or full family), if the 2018-2019 student count is 2330 or higher. If the 2018-2019 student count is below 2330, the District will pay the 2018 hard cap to all bargaining unit employees who elect and enroll in coverage.

Employees may select either MESSA ABC Plan 1 with HSA, MESSA ABC Plan 2 with HSA, Essentials by MESSA (replaces ABC Plan 3 effective 1/1/19), or MESSA Choices. Employees shall be responsible for the difference in premium after the Board's contribution. Employees may use the employer-sponsored Section 125 salary reduction agreement for making their insurance contribution.

The employee may select either the MESSA Plan A, Plan B, Plan C, Plan D, or Plan E benefit programs. MESSA Plan B shall remain fully paid.

The Association will notify the Board of any changes to the health plan medical benefit thirty (30) days before the end of the plan year.

PLAN A (For employees electing health insurance)

Health

- MESSA ABC Plan 1 - \$1,350/\$2,700 deductible, 0% coinsurance

or

PLAN C

- MESSA ABC Plan 2 - \$2,000/\$4,000 deductible, 0% coinsurance

or

PLAN D

- Essentials by MESSA (replace ABC Plan 3 effective 1/1/19) - \$375/\$750 deductible, 20% coinsurance

or

PLAN E

- MESSA Choices - \$1,000/\$2,000 deductible \$20/\$25/\$50 CoPay (OV/UC/ER) 20% coinsurance

PLAN B (For employees not electing health insurance)

Cash in lieu of health (\$500 per month)

Delta Dental Plan Auto + /008 (Group #684-0004)

- Class I - 100% - Diagnostic
- Class II - 90% - Basic Services
- Class III - 90% - Bridges & Dentures
- Class IV - 90% - Orthodontics (\$1,500 lifetime maximum)

Long-Term Disability - Coverage after 90 calendar days (modified fill)

66 2/3% of monthly earnings with \$3,000 maximum

Life Insurance - \$20,000 AD&D

Vision - VSP-3

- B. Part-time bargaining unit employees may participate in either Plan A or Plan B, provided said part-time employee first executes a payroll deduction for the employee's pro rata contribution towards the cost of either Plan A or Plan B. The Board shall make premium contributions for part-time teachers pro-rated on the basis of the number of workdays and hours for a full-time, regularly-employed teacher. Benefits for part-time teachers in job-sharing arrangements are addressed separately in Article 18 of this Agreement.
- C. The Board will not contribute toward the cost of a medical insurance (health, dental, vision, LTD, life) for a teacher on unpaid leave of absence, unless otherwise required by the Family and Medical Leave Act of 1993.
- D. The Board will continue to pay insurance premium contributions through June 30 of the year in which a teacher retires for those teachers completing the school year. For those teachers retiring other than at the end of the school year, the Board shall contribute premiums for coverage to and including the last date of the calendar month in which the teacher's separation becomes effective.
- E. Except as provided above, the Board will continue to pay insurance premium contributions

through August for teachers laid off or otherwise leaving the system at the close of the school year.

A teacher laid off shall not be entitled to pay for fringe benefits while on layoff, it being understood that layoff will terminate individual contracts. A teacher that has taught the full school year and is laid off at the end of the year will continue to be covered by health, vision, and dental insurance for the months of June, July, and August as per Article 15(E).

- F. The Board will continue to pay insurance premium contributions through June for teachers who enter the system after the beginning of the second semester and remain for the balance of the school year.
- G. The Board will not continue to contribute toward the cost of insurance for a teacher whose employment terminates before the close of the school year.
- H. Newly hired employees shall be enrolled for coverage within thirty (30) days of commencing work, provided the insurance carriers, policyholders and plan administrators so allow.
- I. Dual coverage (i.e. internal coordination of benefits) for both a spouses (as well as dependent children) shall not be permitted where both spouses are employed by the District and are otherwise eligible for coverage. In that event, one spouse shall be designated as a dependent for insurance coverage purposes. That person shall instead be enrolled in Plan B, above. This limitation shall also apply in situations where the employees are ex-spouses as to coverage for their dependent children.
- J. If a teacher fails to return from a leave taken under the FMLA (except for the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control), the Board shall have the right to recover all insurance premium contributions made by it during the unpaid leave interval with the exception of those premium payments attributable to the use or substitution of paid leave. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within five (5) days of demand.

ARTICLE 16 – CALENDAR

- A. The school calendar is set forth in Appendix B and may not be altered without agreement of the Association. See the T/A on the calendar April 9, 2018. The calendars for each upcoming school year shall be negotiated by April 1 of the preceding year.
- B. No teacher shall be required to perform work outside the agreed-upon school year, nor during any holiday/recess period without prior agreement of the individual involved and notification to the Association. The only exception to this will be the rescheduling of "Act of God" days after the regularly scheduled end of the school year.
- C. Professional development programs shall be developed and implemented by the District leadership.
- D. Teachers shall not be required to report for work when students are not expected to attend school because of adverse weather conditions or failure of the school plant facilities.

- E. When weather conditions, mechanical malfunctions and/or other emergencies act to close schools, bargaining unit members shall not be required to report for work.

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

- F. Should "Act of God" days or hours have to be made up in order to receive full State Aid, the days or hours shall be made up at the end of the school year, unless otherwise mutually agreed upon by the Association and the Board.

- G. On all half days, students report a.m. only.

- H. By mutual agreement between the teachers of the building and their principal, a building may elect to use part of the "Teacher Work Day" (if the schedule includes such) for professional development.

- I. Conference hours are to be determined by mutual agreement between the teachers and principal of each building. Eighteen (18) hours of conference per year shall be scheduled for grades K-12. Teachers will be excused upon completion of conferences.

- J. The following conditions will govern the school calendar:

1. The District will provide new bargaining unit employees with an orientation.
2. Winter break will be in accordance with the negotiated ISD calendar unless the parties mutually agree to deviate from the common calendar by obtaining approval from the ISD and a waiver from the Michigan Department of Education.
3. For the 2019-2020 school year, an additional 3.1 instructional hours will be added to the calendar. For the 2020-2021 school year, an additional 3.1 instructional hours will be added to the calendar.

- K. All proposed changes in individual building schedules must be brought to the Labor Relations Committee for approval before implementation.

- L. Calendar – Professional Development

The District and the Association desire to set forth their understandings and agreements regarding compliance with the professional development requirements of Section 1527 of the Revised School Code, which shall consist of thirty (30) hours.

1. District-wide and Building-level Professional Development

For the school year, professional development will be conducted on the days and hours designated for that purpose on the school calendar. The number of professional

development days and the scheduling of these days shall be negotiated in conjunction with Section A of this Article.

Building level professional development activities shall be designed to comply with the requirements of Section 1527 of the Revised School Code and shall be utilized for ongoing curriculum development, school improvement, and other activities aligned with improving instruction and enhancing student achievement. The Building Improvement Team (BIT) and administration shall be responsible for developing and implementing building level professional development activities.

2. Failure to participate in Professional Development activities
Teachers may use portions of personal leave days or receive an excused absence from their building administrator if they are not able to participate in district professional development.

ARTICLE 17 – CONTINUITY OF OPERATION

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

ARTICLE 18 – JOB SHARING

- A. This Agreement shall for the employment of bargaining unit members in job-sharing positions.
- B. For purposes of this Agreement, job-sharing shall be considered a partial leave of absence.
- C. The parties agree that job-sharing arrangements shall be restricted to two (2) teachers sharing one (1) full-time position.
- D. Agreement to share a full-time job assignment shall commit the teacher(s) for not more than one (1) year and shall expire with the last workday of each school year.
- E. Job-sharing situations shall be arranged by the teachers involved and presented to the superintendent and the Association President by May 1 annually. The foregoing May 1 may be extended upon mutual agreement of the parties.

- F. To define a shared job assignment, the involved teachers shall:
1. Schedule the work time and designate the responsibility of each for the class, i.e., two and one-half (2 1/2) days off; mornings, and afternoons; class hours at the secondary level, etc.
 2. Provide a brief description of how the teaching responsibilities are to be shared for the approval of the building administrator who is responsible for supervising the job-sharing team. Should the building administrator withhold approval, such denial shall be for just and reasonable cause.
 3. Provide a brief description of the process to be used in communicating with the immediate supervisor.
- G. Teachers in a shared job assignment shall substitute teach in the other's absence whenever possible. The substituting teacher shall be compensated at the per diem substitute teacher rate.
- H. Teachers in a shared job assignment shall accrue seniority as if employed full time.
- I. Teachers in a shared job assignment shall accrue the pro rata share of salary schedule increment.
- J. Teachers in a shared job assignment shall receive the pro rata share of salary which reflects the fraction of time the position is shared and as provided in Schedule A of the Agreement.*
- K. Teachers in a shared job assignment shall accrue and be credited with the appropriate pro rata portion of sick leave and personal leave, i.e., half-time personnel shall receive twelve (12) one-half (1/2) days of sick leave and two (2) one-half (1/2) days of personal leave.
- L. The Board shall provide for the duration of this Agreement and without cost to the employee, the employee's designation of one (1) of the following MESSA fringe benefit programs:

Program #1

Program #2

The Single Subscriber Rate for:
MESSA ABC Plan 1 with HSA

- a. Vision Care - VSP 3
- b. \$20,000 Life Insurance
- c. Delta Dental Plan 100/90/90/90: \$1500
- d. Long-Term Disability Same as Plan A

*Note:

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

ARTICLE 19 – ANNEXATION CONSOLIDATION OR OTHER REORGANIZATION

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

ARTICLE 20 – MISCELLANEOUS PROVISIONS

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

ARTICLE 21 – SCHOOL IMPROVEMENT

- A. The Board and the Association declare their mutual commitment to school improvement and the enhancement of instructional effectiveness. The parties additionally recognize that an important component of school improvement involves collaboration among both the teachers and administrators respecting the curriculum, teaching methodology and related matters.

To this end, there shall be a District Leadership Team (DLT) and a District Implementation Team (DIT) to help support the Multi-Tiered System of Supports district initiative, review policies and practices, establish and review data and curriculum and support new courses/classes for piloting and/or implementation. The DIT members are considered MTSS Coaches in their respective buildings. Duties will be assigned between building principals and BLT as needed. Each building shall have a Building Leadership Team (BLT) whereas those members are also part of the DLT and/or DIT depending upon positions awarded.

- 1. Bargaining unit employee participation on the DLT will be the Grade Level/Department Facilitators (GL/DF). Compensation for GL/DF is addressed in Schedule B.
- 2. The District Implementation Team is made up of one teacher leader/building coach from each building related to the MTSS initiative in the district. This person will attend monthly DIT meetings and will develop processes and procedures to follow when making changes to courses, classes, curriculum and assessment. He/she will also attend the monthly DIT meetings to forge a link between the district and the building level and to get these processes and procedures approved by consensus.
- 3. The duties of GL/DF will be to provide assistance to the building administrator who has the primary responsibility for the following:
 - a. Assist in new staff orientation
 - b. Assist in schedule development
 - c. Assist in the maintenance of department inventory
 - d. Participate in new staff selection process
 - e. Participate in testing/benchmarking/progress monitoring dissemination data

- analysis/utilization
 - f. Assist in staff development/planning
 - g. Assist in budget development
 - h. Participate in any building/district initiatives as seen fit
 - i. Participate in district curriculum development
 - j. Assist in information dissemination between district & building
 - k. Conduct monthly grade level/department meetings
 - l. Be a member of the BLT
 - m. Be a participant on the DCCT DLT
 - n. Participants are required to abide by job descriptions as reflected in posting.
4. The qualifications of GL/DF will be:
- a. Must be a bargaining unit employee
 - b. Must be a member of the grade level/department as defined
5. The hiring practices for GL/DF will be:
- a. Positions will be posted annually.
 - b. Grade level/department teachers will participate in the selection process (to be completed by May for the following year). Building administration will have the final determination in the selection.
 - c. Positions will be filled by simple majority of the selection team with building administration being the deciding factor.
6. There shall be a District-wide maximum of twenty-one (21) GL/DF positions.
- a. GCE: 1 position
 - b. LW: 3 positions
 - c. GIS: 4 positions
 - d. Middle School – 6 positions
 - e. High School – 7 positions
7. Department Facilitators, Grade Level Chairs, and Grade Level Facilitators will report to the Building Principal.
- B. There will be a BSBC and DSBC which shall be structured and operate in accordance with the Appendices found in this Agreement. The Board and Association acknowledge that these committees have been created to address the District's needs to take a comprehensive approach to the study, administration and review of District policies and practices involving student behavior. The Board and Association also acknowledge that coordinating District behavioral interventions, facilitating the discussion of disciplinary issues and philosophies, arranging for professional development, and providing support for teachers can be accomplished by District and building committees which are charged with the oversight of District behavior (discipline) policies and which utilize an interest-based system.
- C. The Board and Association desire to encourage innovation and flexibility at the building level while preserving the mutual commitments expressed in their collective bargaining agreement. To that end the following procedures shall be used in seeking exception or

modification to the collective bargaining agreement. Each building shall establish separate procedures for making proposals as well as voting on those proposals to determine support for requested changes. Any proposal that is put forward for a vote under this Article shall identify the specific existing Agreement language to which an exception or modification is being proposed, and the proposed substitute language. It shall also specify the duration of the proposed exception or modification (whether it is proposed to be permanent or to expire after a certain date or event).

1. Process for seeking a contract modification/exception that has building principal support:
 - a. In order to initiate a proposed contract change under this article, the BIT and/or the teachers in a building may recommend a contract modification/exception, provided that the teachers in the building demonstrate their support by showing the approval of 75% or more of their membership.
 - b. After the teachers have demonstrated their support, the building principal shall within ten (10) school days forward the proposal to the Superintendent and the District Labor Relations Committee (LRC). If the LRC and the Superintendent agree with the recommendation then the Superintendent shall forward the proposal to the Board of Education for their approval or reflection.
 - c. If the Board agrees with the recommendation of the LRC and Superintendent, the request shall be incorporated into a Letter of Agreement and be signed by the Superintendent (for the Board) and the EREA President (for the Association). If the Board rejects the proposal, then the proposal will not take effect.
2. Process for seeking a contract modification/exception when it does not have building principal support:
 - a. In order to initiate a proposed contract change under this article, the BIT and/or the teachers in a building may recommend a contract modification/exception, provided that the teachers in the building demonstrate their support by showing the approval of 75% or more of their membership.
 - b. After the teachers have demonstrated their support, the building principal shall, within ten (10) school days, forward the proposal to the Superintendent together with his/her reasons for not being in support of the proposed change.
 - c. Within thirty (30) school days of the Superintendent will set up a meeting with the building principal and the initiating group for the purpose of considering the proposal.
 - d. The Superintendent will have fifteen (15) school days following the aforementioned meeting to render his/her decision to the initiating group and the building principal. The Superintendent, after hearing both parties, in consideration of the proposal may:
 - (1) Approve the proposal, in which case it shall be forwarded to the LRC for processing, or
 - (2) Reject the proposal, in which case the proposal shall not take effect, or

- (3) Return the proposal to the building with a recommendation for modifications that would make it acceptable to the principal and 75% of the building teaching staff, and follow the procedures outlined in D1 above.

ARTICLE 22 – MENTOR AND MENTEE TEACHERS

- A. In accordance with Section 1526, for the first three (3) years of employment in classroom teaching, and a fourth year if requested by the mentee or the evaluating administrator, a teacher shall be assigned one (1) or more master teachers or college professors or retired master teachers who shall act as a mentor or mentors to the teacher. The building principal shall make the assignment(s). The Mentor Teacher shall be available to provide professional support, instruction, and guidance to the mentee. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.
- B. All bargaining unit employee shall be notified of available Mentor Teacher positions. A Mentor Teacher shall be assigned by the building principal in accordance with the following:
 1. Primary consideration for Mentor Teacher positions will be given to bargaining unit employees with at least five (5) years of successful classroom teaching experience.
 2. Participation as a Mentor Teacher is voluntary.
 3. The building principal shall notify the Association President when a Mentor Teacher is matched with a bargaining unit member (the mentee). The assignment of the Mentor Teacher shall be finalized by the building principal within twenty (20) workdays of the knowledge that a Mentor Teacher is needed.
 4. Matching Mentor Teachers and mentees who work in the same building and who have the same area of certification is preferable
 5. A Mentor Teacher may not have more than two (2) mentees at any one time, unless agreed to by the Mentor teacher. A mentee shall only be assigned one (1) Mentor Teacher at a time.
 6. The Mentor Teacher assignment shall be subject to review by the Mentor Teacher and the mentee after each semester. Either the Mentor Teacher or the mentee may terminate the relationship at that time.
- C. The purpose of the mentor/mentee relationship is to assist the mentee to: gain an understanding of the best practices for quality instruction; provide a one-to-one relationship with a peer as the mentee becomes acclimated to his/her role as a teacher; and ensure that the District's educational philosophy is being imparted to the mentee.

D. Release time will be provided, as requested to both the Mentor Teacher and the mentee, in coordination with the building principal, as follows:

4 half days	First Year
3 half days	Second Year
2 half days	Third Year
1 half day	Fourth Year (if implemented)

If the Mentor Teacher believes that additional release time is needed, such request should be directed to the building principal. It is also understood that time between the Mentor Teacher and the mentee will necessarily take place weekly beyond the normal working day to establish this collaborative relationship.

Mentees shall be provided professional development opportunities as required by law.

E. Bargaining unit employee will be compensated per Schedule B.

ARTICLE 23 – DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by both the Board and the Association and shall continue in effect until June 30, 2028. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

This contract shall expire at the written request of either the Board or Association on January 31st of the following years 2022, 2024, 2027 provided the request is made in writing to the other party no later than September 30th of that year. Upon delivery of such written request to the other party, this agreement shall expire on January 31st of said year, with no further action of either party required.

FOR THE EATON RAPIDS EDUCATION ASSOCIATION
ECEA/MEA/NEA:

J. Garrow
Co-President
11/12/18
Date

Cynthia J. Penski
Co-President/Chief Negotiator
11/12/18
Date

FOR THE EATON RAPIDS BOARD OF EDUCATION:

L. d. DePrance
Superintendent
11/12/18
Date

Ammy Jones
Human Resources Coordinator
11.12.2018
Date

APPENDIX A

2018-2019 WAGE SCHEDULE

STEP	BA	BA20 (no new entry)	MA	MA30 no new entry)
1	35500	36500	38000	40500
2				
3				
4	40000	41000	43000	46000
5				
6				
7	44500	45500	48000	51500
8				
9				
10	49500	51000	54000	57500
11				
12				
13	54000	56000	59500	63000
14				
15				
16	59500	61500	65500	69500
17				
18				
19	62500	64500	69500	73500

2019-2020 WAGE SCHEDULE

STEP	BA	BA20 (no new entry)	MA	MA30 no new entry)
1	36250	37250	38750	41250
2				
3				
4	40750	41750	43750	46750
5				
6				
7	45250	46250	48750	52250
8				
9				
10	50000	51500	54500	58000
11				
12				
13	54500	56500	60000	63500
14				
15				
16	60000	62000	66000	70000
17				
18				
19	63000	65000	70000	74000

2020-2021 WAGE SCHEDULE

STEP	BA	BA20 (no new entry)	MA	MA30 no new entry)
1	37000	38000	39500	42000
2				
3				
4	41500	42500	44500	47500
5				
6				
7	46000	47000	49500	53000
8				
9				
10	50500	52000	55000	58500
11				
12				
13	55000	57000	60500	64000
14				
15				
16	60000	62000	66000	70000
17				
18				
19	63000	65000	70000	74000

SCHEDULE B

EXTRA AND CO-CURRICULAR PAYMENTS

Effective July 1, 2009, the following payment schedule will be implemented for the 2009/10 Schedule B. Any bargaining unit employee employed in a Schedule B position prior to July 1, 2009, shall be maintained at his/her current rate of pay until he/she can advance on the new payment schedule. Bargaining unit employees who engage in a same sport or activity shall advance on the payment schedule provided the time served in the sport/activity is continuous. Provided however, a one (1) year's leave in continuous service shall be permitted and it shall not cause a break in service for advancement on the payment schedule. Same sport shall be defined as any position within that sport or the equivalent position if there is a male/female counterpart sport. Same activity shall be defined as any equivalent activity at any grade level (such as Class Sponsors) or from one building to another (HS activity that has an equivalent MS activity).

For each year of continuous service, the payment schedule shall be:

Years of Service	Payment Grade
First year	BA, step one
Second year	BA, step two
Third year	BA, step three
Fourth year	BA, step four
Fifth year	BA, step five
Sixth year	MA
Seventh year	MA, step seven
Eighth year	MA, step eight
Ninth year	MA, step nine
Tenth year and beyond	MA, step sixteen

Note: Any payment adjustment will go into effect at the time of ratification unless agreement was reached to make the payment retroactive. If a teacher was being paid \$500 and the payment increases to \$750, then the new rate will go into effect at the time of ratification and the increase will be pro-rated for the remainder of the year. If a decrease in a payment occurs due to a change in percentage or dollar payment paid, the teacher's pay will not be reduced for the remainder of the year. However, if the incumbent teacher decides to remain in the position, then he/she will be covered by the ratified payment schedule in effect prior to July 1, 2009. It is agreed that if a correction is needed for "camp" positions, then that section will be changed by mutual agreement.

APPENDIX A
SCHEDULE B
EXTRA AND CO-CURRICULAR PAY SCHEDULE

Football	Varsity Head Varsity Assistants (first two) Varsity Assistants (beyond two) Jr. Varsity – Head Jr. Varsity – Assistant (1) Freshman – Head Freshman – Assistant (1)	12% 8% (each) 6% (each) 6% 4% 6% 4%
Basketball	Varsity Head Jr. Varsity Freshman 8th Grade 7th Grade	10% 6% 6% 4% 4%
Volleyball	Varsity Head Jr. Varsity Freshman 8th Grade 7th Grade	10% 6% 6% 4% 4%
Cross Country	Varsity Head Assistant	7% 4%
Track	Varsity Head Varsity Head (Combined) Assistant Middle School	7% 10% 4% 4%
Baseball	Varsity Head Jr. Varsity Freshman	7% 4% 4%
Softball	Varsity Head Jr. Varsity Freshman	7% 4% 4%
Wrestling	Varsity Head Jr. Varsity Middle School	10% 6% 4%
Diving	Varsity	4%
Golf	Varsity Assistant (1)	7% 4%

Tennis	Varsity Head	7%
Swimming	Varsity	7%
Cheerleading: (each season)	Varsity Sideline (Fall) Jr. Varsity Sideline Varsity Competitive/Sideline (Winter) Combined Varsity/Jr. Varsity Competitive Jr. Varsity Competitive	5% 3% 7% 8% 4%
Soccer	Varsity Jr. Varsity Freshman	7% 4% 4%
Band	High School Middle School	10% 6%
Vocal Music	High School Middle School Intermediate Elementary (per building)	3% 3% 2% 2%
Intervention Assistance Team	4 positions (IAT) at each K-5 building 3 (IAT) positions at 6-8 building 4 (IAT) positions at 9-12 building	\$ 500 (each)
Department Chairs and Department Facilitators	See Article 21, A	\$1,500 (each)
K-5 MTSS members	See Article 21, A	\$ 500 (each)
Camp Coordinator – 4th Grade Camp Director – 7th Grade		\$ 500 (each) \$1,000
Student Council Advisor	High School Middle School	6% 3%
Student Government Club	Elementary – 1 per building Intermediate	\$ 500 2% each
School Store Advisor		2%
Dramatics (each play)	High School Middle School Intermediate	6% 4% 2%

National Honor Society	High School	4%
National Junior Honor Society	Middle School	2%
Interscholastic Activity Sponsors	Suggested allocations per building: Elementary – 2 Intermediate – 4 Middle School – 4 High School – 6	4% (each)
Club Sponsors:	Suggested allocations per building: Elementary – 2 Intermediate -4 Middle School -6 High School -8	\$ 500 (each)
Elementary Safety Patrol Sponsor	One per building	4%
Yearbook	High School	8%
Class Advisors: Freshman (1) Sophomore (1) Junior (1) Senior (1)		3% 3% 5% 5%
Administratively Assigned Duties	Based on 60 minutes	\$17.00 per hour
Teacher Mentor		\$ 150 per mentee per semester
Lead Mentor	At least one per building; responsible for up to 10 teachers	5%
Summer School and Tutoring		\$20.00 per hour

SCHEDULE B (Continued)
LEADERSHIP POSITION

ERHS	Positions	Pay	
Coach	1	1500	<p>High School will have 1 coach who may also represent their department. Reps from departments (6): Science, Social Studies, ELA, Math, Electives, Special Ed and Foreign Language, plus an (1) Ad Hoc member or as admin and team see fit.</p> <p>Middle School will have 1 coach who may represent their department. Reps from departments (6): Science, Social Studies, ELA, Math, Electives, Special Education, or as admin and team see fit.</p> <p>GIS will have 1 coach who may represent Grade Level/Specials/Special Education/Montessori/Title. Grade Reps (4): 3rd, 4th, 5th, and Specials. Team will include 3 MTSS/BLT reps.</p> <p>Lockwood will have 1 coach who may represent Grade Level/Specials/Special Education/Montessori/Title. Grade Reps (3): 1st, 2nd, Montessori. Team will include 5 MTSS/BLT members.</p> <p>GCE will have 1 coach, 1 Grade Rep, and 2 MTSS/BLT members.</p>
Dept. Chairs	6	1500	
Ad Hoc	1	1500	
Total			
ERMS			
Coach	1	1500	
Dept. Chairs	6	1500	
Total			
GIS			
Coach	1	1500	
Grade Reps	4	1500	
MTSS/BLT	3	500	
Total			
Lockwood			
Coach	1	1500	
Grade Reps	3	1500	
MTSS/BLT	5	500	
Total			
GCE			
Coach	1	1500	
Grade Rep	1	1500	
MTSS/BLT	2	500	
Total			
Total	21		

If any position is to be altered, it must first go to Labor Relations and if necessary, be re-posted.

APPENDIX B
EATON RAPIDS PUBLIC SCHOOLS - Staff
2018-2019 SCHOOL YEAR CALENDAR

August 21	First Day of School for Eaton RESA and LCC Students
August 22	Staff Welcome Back (PD – 6 hours)
August 23	Staff Welcome Back/District Kickoff (PD – 6 hours)
August 27	First Day of School for ERPS Campus
August 31 - September 3	NO SCHOOL – Labor Day Weekend
September 26	Half Day K-12 (PD – 3 hours)
Week of October 8	K-12 Conferences (Buildings will set dates)
October 11 & 12	Half Days for Students K-12
November 2	First Quarter Ends for K-8
November 7	Half Day K-12 (PD – 3 hours)
November 16, 19, & 20	High School Exams
November 19 & 20	Half Days for Students K-12 (High School Exams)
November 20	First Trimester Ends for 9-12
November 21 - 25	NO SCHOOL - Thanksgiving Recess
November 26	Second Trimester Begins for 9-12
December 12	Half Day K-12 (PD – 3 hours)
December 22 - January 6	NO SCHOOL - Holiday Recess
January 7, 2019	School Resumes
Week of January 14	9-12 Conferences
January 18	Half Day K-12 - First Semester Ends for K-8
January 21	NO SCHOOL – Martin Luther King Day
January 22	Second Semester Begins for K-8
January 30	Half Day K-12 (PD – 3 hours)
February 18	NO SCHOOL – Presidents’ Day
March 5, 6, & 7	High School Exams
March 6 & 7	Half Days for Students K-12 (High School Exams)
March 7	Second Trimester Ends for 9-12
March 8	NO SCHOOL – Records Day
March 11	Third Trimester Begins for 9-12
March 20	Half Day K-12 (PD – 3 hours)
March 22	Third Quarter Ends for K-8
Week of March 25	K-8 Conferences (Buildings will set dates)
March 29 – April 7	NO SCHOOL - Spring Break
Week of April 22	9-12 Conferences
May 22	Half Day K-12 (PD – 3 hours)
May 27	NO SCHOOL - Memorial Day
May 30	Greyhound Central Performance Academy Graduation
May 31	Eaton Rapids High School Graduation
June 5, 6 & 7	High School Exams
June 6 & 7	Half Days for Students K-12
June 7	Third Trimester Ends for 9-12; Second Semester Ends for K-8
June 7	Last Day of School

Any hours that need to be made up in order to qualify for full state aid will be added to the school calendar after June 7th.

Half Days – students report in the morning (3.25 hours). On half days, lunches will be available to students at their current benefit status rate.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE EREA AND THE EATON RAPIDS PUBLIC SCHOOLS**

This agreement memorializes the understandings that were reached between representatives of the District and the Association regarding faculty involvement in the building administrative interview process.

The parties wish to clarify the process that the District will use when the decision is reached by the Superintendent to hire a building administrator. It is recognized that there may be other times when issues preclude embarking on a "search process." In those situations the Superintendent or his/her designee will still seek input from that building's faculty and ARs before a final decision is made.

Regarding a "search process," the following procedure will be implemented:

Step 1: Administration will develop the "search process" timelines and provide said timelines to the appropriate building prior to seeking building level input regarding the desired characteristics and qualifications of the new building administrator.

Step 2: The Superintendent or designee will contact the building ARs for the purpose of scheduling a building-wide meeting wherein characteristics and qualities will be discussed.

Step 3: Through the building ARs, a follow-up meeting with building faculty will be scheduled. The purpose of the meeting will be to communicate to the Superintendent or his/her designee the desired qualities of the new building administrator. As well, the names of the faculty members on the interview team will be communicated. The number of faculty representatives on the interview team will be mutually agreed upon and will be no less than the number of ARs for that same building.

Step 4: Prior to beginning the interview process, the interview team will meet to review the process and procedure that will be implemented.

If school is not in session when the vacancy occurs, the Superintendent or his/her designee will contact the building ARs to initiate this process.

For the

EATON RAPIDS
EDUCATION ASSOCIATION

For the

EATON RAPIDS PUBLIC
SCHOOLS

**Letter of Agreement
Between the
EATON RAPIDS EDUCATION ASSOCIATION
And
EATON RAPIDS BOARD OF EDUCATION**

Subject: Class Size Maximums for school years 2018-2028

For the High School:

- a. Students' subjects will not change in order to alleviate class overages once a trimester has begun. A change in Teacher Assignment once a trimester has begun may occur only after agreement with the EREA PNG Team. Each assignment change will be based on a case by case basis.
- b. For grades 9-12, class size shall not exceed a class average of 30 students per class, with a maximum set at 32 students per class, and no more than 120 students per day for each trimester.
- c. Exceptions include a 34 student average for Physical Education and no more than 136 students for each trimester. There will be no limits set for Vocal Music and Instrumental Music.
- d. No class other than Vocal Music or Instrumental Music or Physical Education shall exceed 32 students
- e. The High School Guidance Office, in the spring class selection process, will adhere to the 1:25 teacher/student ratio when arranging science classes for the following school year.

After the start of the new school year and new students select Eaton Rapids High School or move into the District and they want or need a particular science class, the District will provide them with the needed science class even if there are already 25 students in that class.

For each trimester each year, teachers shall be paid for each student over per class or each student over per day, whichever is greater. Payments will be made to teachers with overages found on the third Monday of each trimester and be paid in full by the end of each trimester.

Trimester One:	\$150.00 per overage
Trimester Two:	\$175.00 per overage
Trimester Three:	\$225.00 per overage

Each year, prior to student schedules being finalized for the next year, input from both the BIT and the counseling department will be sought by the administration including the Superintendent or Superintendent designee, as the administrators create the master schedule.

For Grades 6-8:

- a. Same as above. Exchange the word trimester with the word semester.

- b. For grades 6-8, class size shall not exceed 30 students per class, with a maximum of 32 per class, not to exceed 180 students per day.
- c. Exceptions include a 34 student limit for Physical Education. There will be no limits set for Vocal Music and Instrumental Music.

The parties agree for each semester each year, teachers will be paid for each student over per class. Payments will be made to teachers with overages found on the third Monday of each semester or thereafter and be paid in full by the end of each semester.

Semester One: \$175.00 per overage
Semester Two: \$200.00 per overage

For Grades K-5, K-6:

- a. For grades K-5 K-6, class size shall not exceed 30 students per class.

The parties agree for each semester each year, teachers will be paid for each student over 30, with a maximum of 32 students per class. Payments will be made to teachers with overages found on the third Monday of each semester or thereafter and be paid in full be the end of each semester.

- b. Homeroom teachers:

Semester One: \$1125.00 per overage
Semester Two: \$1125.00 per overage

All other teachers will be paid \$225.00 per class per semester for each student over 30, not to exceed \$1125.00 per semester per overage

- c. Co teachers: Overage amounts will be split equally between teachers.

This Letter of Agreement is without precedent and does not constitute a past practice. This Letter of Agreement shall expire on June 30, 2028.

For the

EATON RAPIDS
EDUCATION ASSOCIATION

For the

EATON RAPIDS SCHOOL
BOARD

Letter of Agreement
Between the
EATON RAPIDS EDUCATION ASSOCIATION
And
EATON RAPIDS BOARD OF EDUCATION

Subject: Salary Schedule Transition for the 2018-2019

1. Upon execution of this contract, EREA bargaining unit members shall advance on to the new salary schedule based on table.

17-18 Step	Seniority (where applicable)	18-19 Year
1		2
2		3
3		5
4		6
5		7
6		9
7		10
8		11
9		13
10		16
11		16
12	with less than 16.5 years seniority as of 6/30/18	17
12	with at least 16.5, but less than 17.5 years seniority as of 6/30/18	18
12	with at least 17.5 years seniority as of 6/30/18	19

2. Placement on the new salary schedule will not result in a reduction of an EREA bargaining unit member's annual compensation from the 2017-18 contractual salary for his/her regular position (same FTE).

3. Any EREA bargaining unit member at time of ratification who wishes to move to an educational attainment lane: BA20, MA30 must complete coursework and submit paperwork to ERPS by February 1, 2019 to enter those lanes which shall be closed to new entry after February 1, 2019.

4. Both parties shall maintain a separate salary schedule transition document that will show the agreed to salary schedule movement for all 17-18 EREA bargaining unit members.

For the:
Eaton Rapids
Education Association

For the:
Eaton Rapids
School Board

