

AGREEMENT  
BETWEEN THE

**NORTH ADAMS-JEROME  
EDUCATION ASSOCIATION  
HLCEA/MEA/NEA**

AND THE

**BOARD OF EDUCATION  
NORTH ADAMS-JEROME SCHOOLS**

September 1, 2015 – December 31, 2017

# MASTER AGREEMENT: TABLE OF CONTENTS

<b>AGREEMENT.....</b>	<b>1</b>
<b>ARTICLE I</b>	
<b>RECOGNITION.....</b>	<b>1</b>
<b>ARTICLE II</b>	
<b>ASSOCIATION RIGHTS.....</b>	<b>2</b>
USE OF SCHOOL	
BUILDINGS AND EQUIPMENT.....	2
TEACHER BULLETIN BOARDS.....	2
RIGHTS OF REPRESENTATION.....	2
FURNISH INFORMATION	
TO ASSOCIATION.....	2
<b>ARTICLE III</b>	
<b>TEACHERS' RIGHTS AND</b>	
<b>RESPONSIBILITIES .....</b>	<b>2</b>
MICHIGAN PUBLIC EMPLOYEES	
RELATIONS ACT.....	2
MAINTAINING PROPER	
TEACHING CERTIFICATE.....	3
ADEQUATE FACILITIES.....	3
<b>ARTICLE IV</b>	
<b>BOARD RIGHTS .....</b>	<b>3</b>
CONTROL OF SCHOOL SYSTEM.....	3
HIRE EMPLOYEES.....	3
ESTABLISH GRADES AND COURSES.....	3
DETERMINE CONDITIONS	
OF EMPLOYMENT.....	3
<b>ARTICLE V</b>	
<b>ASSOCIATION DUES,</b>	
<b>SERVICE FEE AND</b>	
<b>PAYROLL DEDUCTIONS .....</b>	<b>4</b>
CONDITION OF EMPLOYMENT.....	4
MEMBERSHIP DUES.....	4
ASSOCIATION'S SERVICE FEE.....	4
COLLECTING REPRESENTATION	
SERVICE FEE.....	4
MANDATORY FEE DEDUCTION.....	5
POLICY REGARDING OBJECTIONS TO	
POLITICAL-IDEOLOGICAL	
EXPENDITURES AMOUNT OF THE	
SERVICE FEE.....	5
ASSIGNMENT AUTHORIZING	
DEDUCTION OF DUES.....	5
RELIGIOUS PRACTICES AND	
COMPLIANCE FOR PAYING	
DUES.....	5
LEGAL ACTION AGAINST THE BOARD.....	5
WRITTEN AUTHORIZATION.....	6
<b>ARTICLE VI</b>	
<b>WORKING CONDITIONS .....</b>	<b>6</b>
HOURS.....	6
ALTERNATIVE SCHEDULING.....	6
DUTY FREE LUNCH.....	6
ELEMENTARY RELIEF PERIODS.....	6
STAFF MEETINGS.....	6
REPORTING UNAVAILABILITY	
FOR WORK.....	7
CLASS SIZE.....	7
OPTIMUM SCHOOL FACILITIES.....	7
CLASS LOAD.....	7
QUALIFICATIONS AND ASSIGNMENTS.....	7
APPROPRIATE CERTIFICATION.....	7
PREFERENCE IN TRANSFERS.....	7
NOT ASSIGNED OUTSIDE THE	
SCOPE OF TEACHING CERTIFICATES .....	7
CHANGE IN GRADE ASSIGNMENTS.....	8
SUPERVISION OF STUDENT TEACHER.....	8
SUPPLIES AND MATERIALS.....	8

<b>ARTICLE VII</b>	
<b>2015-2017 CALENDAR.....</b>	<b>8</b>
<b>ARTICLE VIII</b>	
<b>VACANCIES, PROMOTIONS</b>	
<b>AND TRANSFERS .....</b>	<b>9</b>
REQUESTS FOR TRANSFERS.....	9
POSSIBLE VACANCIES.....	9
FILLING VACANCIES.....	9
SUMMER MONTHS.....	9
COPY OF POSTING WHILE ON	
LEAVE/LAYOFF.....	9
TRADING POSITIONS.....	9
<b>ARTICLE IX</b>	
<b>LEAVES OF ABSENCES.....</b>	<b>10</b>
PAID LEAVE.....	10
LEAVE.....	10
REIMBURSEMENT OF UN-USED	
CURRENT YEAR'S LEAVE DAYS.....	10
OWN ILLNESS OR DISABILITY.....	10
ILLNESS IN IMMEDIATE FAMILY.....	10
EXHAUSTED ACCUMULATED LEAVE.....	10
RETURNING TO WORK	
AFTER ILLNESS.....	10
ADVANCE NOTICE.....	10
PROFESSIONAL COURTESY.....	10
JURY DUTY/SUBPOENAED.....	10
PROFESSIONAL IMPROVEMENT	
CONFERENCES FOR TEACHERS.....	11
UNPAID LEAVES.....	11
FAMILY AND MEDICAL LEAVE ACT.....	11
PREGNANCY LEAVE.....	11
PROOF OF PREGNANCY.....	11
REQUEST FOR LEAVE.....	11
LEAVE DAYS MAY BE USED.....	11
ABILITY TO RETURN TO POSITION.....	11
PREPAYING OF HEALTH INSURANCE	
PREMIUM.....	12
RETURNING FROM LEAVE.....	12
CREDIT FOR SENIORITY PURPOSES.....	12
MATERNITY-RELATED DISABILITIES.....	12
COMPLIANCE WITH COURT, STATE	
AND/OR FEDERAL LAW.....	12
STUDY AT AN ACCREDITED	
COLLEGE OR UNIVERSITY.....	12
EDUCATIONAL IMPROVEMENT.....	13
EDUCATIONAL GROWTH TRAVEL.....	13
PERSONAL REASONS.....	13
CHILDCARE LEAVE.....	13
MILITARY LEAVE.....	13
<b>ARTICLE X</b>	
<b>GRIEVANCE PROCEDURE.....</b>	<b>14</b>
DEFINITION.....	14
STEP ONE.....	14
STEP TWO.....	14
STEP THREE.....	15
STEP FOUR.....	15
STEP FIVE.....	15
POWERS OF THE ARBITRATOR.....	16
<b>ARTICLE XI</b>	
<b>TEACHER EVALUATION.....</b>	<b>17</b>
CRITERION UPON WHICH TO BE	
EVALUATED.....	17
DIRECT OBSERVATION.....	17
COMPLAINT MADE	
AGAINST A TEACHER.....	17
WRITTEN REPORT.....	17
DISAGREEMENT WITH OBSERVATION.....	17
REVIEWING CONTENTS	
OF PERSONNEL FILE.....	17

<b>ARTICLE XII</b>	
<b>REDUCTION IN PERSONNEL.....</b>	<b>18</b>
CONFER WITH THE ASSOCIATION.....	18
WRITTEN NOTICE.....	18
SENIORITY.....	18
DEFINED.....	18
SENIORITY LIST.....	18
DETERMINING RANK	
ON SENIORITY LIST.....	18
LOSS OF SENIORITY.....	19
PART TIME-SENIORITY ACCRUAL.....	19
ADMINISTRATIVE CAPACITY AND	
SENIORITY.....	19
LAYOFF.....	19
RECALL.....	20
RECALLED IN INVERSE ORDER.....	20
WRITTEN NOTICE OF RECALL.....	20
ENTITLED TO ALL BENEFITS.....	20
REFUSAL OF LESS THAN	
A FULL-TIME POSITION.....	20
NO NEW TEACHERS &	
PRIORITY ON SUBSTITUTE LIST.....	20
CONSOLIDATION OF DISTRICT.....	20
REORGANIZATION OF DISTRICT.....	20
NOTICE OF LAYOFF	
AND FRINGE BENEFITS.....	21
<b>ARTICLE XIII</b>	
<b>STUDENT DISCIPLINE</b>	
<b>AND TEACHER PROTECTION.....</b>	<b>21</b>
RESPONSIBILITY FOR CONTROL	
AND DISCIPLINE.....	21
BOARD SUPPORT.....	21
ESTABLISHMENT OF RULES AND	
REGULATIONS.....	21
SUPERVISION OF STUDENTS.....	21
REFERAL OF PUPIL TO OFFICE.....	21
ASSAULT AND/OR BATTERY.....	21
TIME LOST.....	22
REIMBURSEMENT FOR	
DAMAGES/DESTRUCTION	
OF PROPERTY.....	22
<b>ARTICLE XIV</b>	
<b>CONTINUITY OF OPERATIONS.....</b>	<b>22</b>
<b>ARTICLE XV</b>	
<b>NEGOTIATIONS AND CONTRACTS.....</b>	<b>22</b>
MATTERS NOT EXPRESSLY	
COVERED BY AGREEMENT.....	22
NEGOTIATIONS FOR ENSUING YEAR.....	22
BARGAINING REPS OF THE	
OTHER PARTY.....	22
POWER AND AUTHORITY.....	22
SIGNED COPIES OF FINAL AGREEMENT.....	22
<b>ARTICLE XVI</b>	
<b>PROFESSIONAL BEHAVIOR</b>	
<b>AND IMPROVEMENT.....</b>	<b>23</b>
JUST CAUSE.....	23
ASSOCIATION REP.	
& DISCIPLINARY ACTION.....	23
DISCHARGE OF A TEACHER.....	23
REPEATED OBSERVATIONS.....	23
CLEAR DIRECTION.....	23
OPPORTUNITY FOR IMPROVEMENTS.....	23
PROVIDE ASSISTANCE.....	23
PROCEDURE OF DISCIPLINE.....	23
<b>ARTICLE XVII</b>	
<b>MISCELLANEOUS PROVISIONS.....</b>	<b>24</b>
INDIVIDUAL CONTRACT.....	24

CONTRARY TO LAW.....	24
RIGHTS UNDER	
CONSTITUTIONS OR LAWS.....	24
SCHOOL IMPROVEMENT PLAN.....	24
MENTOR PROGRAM.....	24
REQUIREMENT OF SECTION 1526.....	24
DETERMINATION OF THE MENTOR(S).....	25

**ARTICLE XVII**  
**PROFESSIONAL COMPENSATION.....25**

CREDIT ON SALARY SCHEDULE.....	25
PLACEMENT ON THE	
MASTER'S DEGREE TRACK.....	25
PAYROLL DATES.....	25
CHANGES ON SALARY SCHEDULE.....	25
PAY FOR EXTRA & CO-CURRICULAR	
ASSIGNMENTS.....	26
NEW PROGRAM.....	26
TERMINAL LEAVE PAYMENT.....	26
DAYS OVER 180.....	26
HEALTH INSURANCE AND	
OPTIONAL BENEFITS.....	26
PLAN A.....	27
PLAN B.....	27
DISTRICT CO-PAY INSURANCE.....	28
REIMBURSE DEDUCTIBLE	
WORKER'S COMPENSATION	
DIFFERENTIAL.....	28
REIMBURSEMENT OR PAY	
FOR COLLEGE CREDITS.....	29
REGULAR TEACHER'S	
SUBSTITUTE PAY DURING	
PREPARATION PERIOD.....	29
TB TESTS AND/OR CHEST X-RAYS.....	29
LACK OF AVAILABLE MONIES.....	29
SALARY ADJUSTMENT.....	30
INDIVIDUAL CONTRACTS.....	30

**ARTICLE XIX**  
**DURATION OF AGREEMENT.....31**

**APPENDIX A**  
**SALARY SCHEDULES, 2015-2017.....32**

**APPENDIX B**  
**EXTRA AND CO-CURRICULAR**  
**ACTIVITIES PAY.....33**

EVALUATION: STANDARDS OF	
EFFECTIVE TEACHING.....	36
COACH/TEACHER	
EVALUATION FOR APPENDIX "B"	
ASSIGNMENT FORM.....	37
RENEWAL OF APPENDIX "B"	
ASSIGNMENT FORM.....	38
TERMINATION NOTICE FOR	
APPENDIX "B" ASSIGNMENT.....	39

**APPENDIX C**  
**GRIEVANCE FORM.....40/41**

**APPENDIX D**  
**PAYROLL DEDUCTION FORM.....42**

**APPENDIX E**  
**LETTER OF AGREEMENT/ SETTLEMENT**  
**OF WRITTEN GRIEVANCE #1.....43**

**APPENDIX F**  
**PROFESSIONAL EVALUATION.....44**

## **Agreement**

This Agreement is entered into this 1<sup>st</sup> day of September, 2015 by and between the Board of Education of the North Adams-Jerome Schools, hereinafter referred to as the "Board," and the North Adams-Jerome Education Association/HLCEA/MEA/NEA, hereinafter referred to as the "Association."

Recognizing that the paramount aim of the Board and the Association is to provide quality education for the children of our school district, and

Believing that the quality of education is directly related to the quality and morale of the teaching service, we therefore declare that:

Whereas, the laws of the State of Michigan authorize public employees and public employers to enter into a collective bargaining agreement and concerning conditions of employment, hours of employment, rates of pay and wages, and

Whereas the Board, at the request of the Association, determine to recognize the Association as the exclusive bargaining agent for its certified personnel, and

Whereas, the Board recognizes that teaching is a profession and that the views and considerations of all educational matters are of mutual concern to the parties, and

Whereas, the Board and the Association have arrived at certain agreements and understandings and desire to incorporate these in a written agreement, it is agreed as follows:

### **Article I – Recognition**

- A. The Board hereby recognizes the North Adams-Jerome Education Association as the sole and exclusive bargaining representative for all K- 12 certified personnel employed by the North Adams-Jerome Public Schools, excluding the Superintendent, Principals, Assistant Principals, and day-to-day per diem substitutes. The Athletic Director and Guidance Counselor, teaching less than fifty percent (50%) of the regular school day, are also excluded.
  
- B. The Board agrees that all of the rights granted by the laws and the Constitutions of the State of Michigan and the United States as they relate to the teacher's wages, hours and terms and conditions of employment are incorporated into this Agreement. It is further agreed that in the event any federal or state law or statute is violated, the Association and the teacher shall have the right, without exception, to seek redress through the grievance procedure hereinafter set forth.

- C. The term “teacher” when used in this Agreement shall refer to all professional employees represented by the Association in the bargaining unit and reference to male teachers shall include female teachers.
- D. The term “Board” shall include its officers, members or designated agents.

## **Article II – Association Rights**

- A. The Association and its members shall have the right to use the school building facilities and equipment when such is not otherwise in use. The Association shall pay the school cost for all materials and supplies incident to such use.
- B. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, one of which shall be provided in each school building. School mail service shall be granted to the Association, provided that communication through the mail service shall be granted to the Association, provided that communication through the mail service shall clearly identify the person responsible for same. Material used by the Association will be paid for to the school at school cost.
- C. The Board recognizes the teacher’s rights of representation by their elected North Adams-Jerome Education Association officers and any other representatives of the North Adams-Jerome Education Association.
- D. The Board agrees to furnish to the Association in response to reasonable requests, all available information concerning the financial resources of the District, including but not limited to: Annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas, and minutes of all Board meetings, treasurer’s reports, census and membership data, names and addresses of all teachers, salaries paid thereto and their educational background and such other information as will assist the Association in developing intelligent, accurate, informed constructive programs on behalf of teachers and their students, together with information which may be necessary for the Association to process a grievance or complaint.

## **Article III -Teachers’ Rights and Responsibilities**

- A. Pursuant to the Michigan Public Employees Relations Act, the Board agrees that teachers employed by the District shall have every right to freely organize and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Michigan Public Employment Relations Act, MCL 423.201; or

the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under the Agreement or with respect to any terms or conditions of employment.

- B. Each teacher is responsible for maintaining the proper teaching certificate.
- C. The Board shall make available in each building, adequate lunch room, restroom, and lavatory facilities for teachers' use and a room which shall be reserved for use as a faculty workroom and/or lounge. A vending machine for beverages may be installed by the Association with the approval of the building administrator.

### **Article IV - Board Rights**

- A. The Board hereby retains and reserves unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and the United States, including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system and its properties and facilities, and the assignments of its employees.
  - 2. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
  - 3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
  - 4. To determine class schedules, the hours of instruction, and duties, responsibilities, and assignments of teachers and other employees with respect thereto, and the terms and conditions of employment.
  - 5. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, 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 specific and express terms hereof, and in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

## Article V – Association Dues, Service Fee and Payroll Deductions

Should any of the provisions of this section be found contrary to law by a court or administrative agency of competent jurisdiction, only those portions of this article found contrary to law shall be stricken and all other parts or portions of this article shall remain in full force and effect. A determination that any part of this article is contrary to law shall not affect the terms and conditions of the remainder of the collective bargaining agreement which will remain in full force and effect.

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, either:
  - 1. Join the Association and pay the membership dues of the Association directly or by payroll deduction authorization, or
  - 2. Pay the Association's Service Fee directly or by payroll deduction authorization. The Service Fee shall not exceed the amount of the Association's membership dues collected from Association members.
- B. In the event a teacher shall not pay such representation Service Fee directly to the Association or authorize payment thereof through payroll deduction, the Board shall, upon completion of the procedures contained herein, at the request of the Association and pursuant to MCLA 408.477; MSA 17.277(7), deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- C. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the employee that a request for mandatory fee deduction from his/ her wages may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the fee or fails to authorize deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for mandatory fee deduction from the Association shall within thirty (30) days thereafter provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall be limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.

- D. The Association has established a “policy Regarding Objections to Political Ideological Expenditures.” That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- E. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the service fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation service fee by non-members shall be activated thirty (30) days following the Association’s notification to non-members of the service for that given school year.
- F. The parties agree to cooperatively discuss and exchange information regarding the Association’s service fee collection and objection procedures. The Association agrees, upon request from the Board, to provide to the Board for its review a copy of the Association’s current “Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures” together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or object to the service fee.
- G. Any bargaining unit member who is a member of the Association or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessment and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedure outlined in the M.E.A. Constitution and Bylaws. Pursuant to such authorization, the Employer shall deduct an equal amount of such dues, assessments and contributions from the first twenty (20) regular salary checks of the bargaining unit member for ten (10) months, beginning in September and ending in June of each year.
- H. In the event that a teacher’s religious practices do not permit compliance with the requirements of this Article for payment of membership dues or service fees to the Association, the Association may allow the teacher to contribute a service fee not to exceed the amount of the Association’s uniform membership dues collected from Association members to an Association Scholarship fund or to a charitable organization approved in advance by the Association. The teacher shall provide evidence of such contribution to the Association.



- I. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with the Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  1. The Board gives timely notice of such action to the Association, and permits the Association intervention as a party if it so desires, and
  2. The Board gives full and complete cooperation to the Association, and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
  3. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board, including its individual members, employees or agents, from any liability for damages and costs imposed as a direct consequence of the Board's compliance with this Article.
  
- J. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and the Employer.

## **Article VI – Working Conditions**

### **A. Hours**

1. Teachers are to be at their workstations fifteen (15) minutes before school starts and fifteen (15) minutes after school ends. The length of day, excluding lunch period, shall be equal in all buildings even though starting and ending times may vary.
2. The teaching assignment for teachers in grades seven (7) through twelve (12) will consist of six (6) classes and one (1) planning period. Most teachers will also have a homeroom, club assignment, or other extra-curricular activity, as has been the practice in the past.
3. A joint committee will be established to study alternative scheduling. The parties agree to negotiate a contract addendum upon the conclusion of this committee's study and recommendations.
4. All teachers shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes. Teachers are free to leave their respective buildings during the designated lunch period providing they inform the building administrator.

5. When special teachers are unable to report to work, the administration will attempt to hire substitute teachers for the necessary time to insure adequate planning time for elementary teachers.
6. Elementary teachers may use as preparation, all time during which their students are receiving instruction from various teaching specialists. If schedule changes occur, teachers will be provided equivalent planning time.
7. The parties agree that staff meetings are a necessary part of efficient operation of the school district. Therefore, to allow teachers adequate time to plan and perform professional and personal responsibilities without undue conflict, it is agreed that teachers will be notified forty-eight (48) hours in advance of a meeting called by the administration. In the event of emergency circumstances, teachers will be notified of said meeting twenty-four (24) hours in advance. Emergency absences from such meetings may be cleared by the administrator calling the meeting.
8. Teachers shall be informed of a telephone number that they may call to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

**B. Class Size**

1. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both Association and the Board. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.
2. Therefore, the class load of teachers in grades kindergarten through sixth will receive one-hundred dollars (\$100.00) per semester for over twenty-five (25) students that are present in their classroom and receiving instruction from said teacher as assigned by the Administration. Determination for the number of students in each classroom is based on the fall student count day and again adjusted at the second semester student count day.

**C. Qualifications and Assignments**

1. No teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree and/or appropriate certification.
2. Persons with teaching experience within the District will be given preference in transfers.

3. Teachers shall not be assigned outside the scope of their teaching certificates and their major and minor fields of study, except temporarily and for good cause. Temporary shall be defined for purposes of this Article as not to extend beyond the current school year. In the event it is necessary to deviate from the above, the Association shall be notified in each instance.
4. Teachers who will be affected by a change in grade assignments in the elementary school grades and by subject assignments in the secondary school grades will be notified and consulted by the Building Principal and/or the Superintendent of Schools if possible by the end of the close of school in June. Later changes, necessitated by emergency, will be made after conferring with said teacher or teachers.
5. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one (1) student teacher simultaneously. Only a tenure teacher who has taught four (4) or more years and taught in his/her subject area(s) for two (2) or more years will supervise a student teacher.

**D. Supplies and Materials**

1. The Board recognizes that adequate numbers of appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals and similar materials are the tools of the teaching profession. The Board further recognizes that specialized programs require special materials in order to be effective. The parties will confer for the purpose of improving the selection and use of such educational tools, on an annual basis. The Board will attempt to implement all joint decisions made by its representative and the Association. The Board agrees at all times to keep the school reasonably equipped and maintained.

**Article VII**  
**2015-16 and 2016-17 School Calendar**

The parties agree to negotiate a school year calendar for the 2015-16 and 2016-17 school years, which minimally, will be in compliance with the Michigan Department of Education instructional time mandates. The agreement with respect to the calendar is subject to ratification by the parties.

## Article VIII – Vacancies, Promotions, and Transfers

- A. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one (1) copy shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The application shall set forth the school, grade, or position sought, and the applicant's academic qualifications. Such requests shall be reviewed once each year to assure consideration by the Board.
- B. Teachers with specific interests in possible vacancies for the forthcoming year will notify the Superintendent's office of their interest in writing prior to the last day of school and shall include a summer address. Should a vacancy occur the Superintendent shall contact those teachers who have expressed an interest in said or similar position. The teacher so notified shall contact the Superintendent's office within three (3) working days of receiving a vacancy notification indicating their intentions or interest.
- C. The Board will consider filling vacancies from its own teaching staff. When a vacancy arises or is anticipated, the Superintendent shall notify the Association and post notice of the vacancy in each building for a period of one (1) week during the school year and two (2) weeks during the summer vacation before the position is filled

During the summer months it shall be the Association's responsibility, having received official notice of the vacancy from the Superintendent or his designee to communicate the same to each teacher.

A direct copy of the same posting shall be sent from the Superintendent or his designee to each teacher on leave and/or layoff.

- D. Teachers who wish to trade positions may do so with agreement of the Administration, the Board, and the Association.

## Article IX – Leaves of Absences

### Paid Leave

- A. Each school year the teachers shall be granted twelve (12) days of leave, the unused portion of which shall accumulate to a maximum of one hundred thirty (130) days. The current year's days shall be in addition to the maximum. In the event that more leave days are used than have been accumulated at a particular point in time, and adjustment in pay will be made in the remaining paychecks after the end of the school year.

If the teacher does not use the current year's leave days, he/she may return those to the school district and be compensated at the rate of twenty-five dollars (\$25.00) per day. A teacher may also elect to accumulate unused leave days. Leave days may be taken for the following reasons and subject to the following conditions:

1. The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability. A teacher may elect not to use his/her accumulated leave, or any portion thereof, during a period of personal illness or disability and take a leave of absence without pay pursuant to sub-section 4., below.
2. A teacher unable to teach due to personal illness or disability and has exhausted all accumulated leave shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year; the leave may be renewed each year upon written request by the teacher with approval of the Board of Education.
3. Teachers may be requested to present a statement from the physician indicating their physical wellbeing before returning to work after surgery, injury, long illness or any condition related to long-term illnesses.
4. A teacher planning to use a leave day or days shall notify the building administrator.

- B. The Board and the Association hereby endorse the concept of Professional Courtesy. Professional Courtesy shall be duties performed by a teacher during released, or non-instructional time, for another teacher who needs to leave the building by circumstances either by or beyond his/her control, or due to emergency situations. In any case, Professional Courtesy shall be extended only with the consent of both the teacher extending the courtesy and the teacher receiving the courtesy with the permission of the building administrator. Neither

the teacher extending the courtesy nor the teacher receiving the courtesy shall suffer any loss of compensation.

- C. Any teacher called for jury duty during school hours or is subpoenaed to testify during school hours in any judicial or administrative matter, shall be paid his/her full salary for such time spent on jury duty or giving testimony. The teacher will relinquish any compensation received for the above-mentioned duty to the North Adams Board of Education.
- D. Professional Improvement Conferences for Teachers. Teachers may attend one (1) conference a year for purposes of professional improvement. North Adams-Jerome Public Schools will cover the registration fee. The type and length of conference and total specific board of Education reimbursable costs including travel, lodging, food, or any other associated expenses shall be limited to a maximum of one hundred dollars (\$100.00). This must be approved by the Administration.

No more than two (2) elementary teachers or two (2) secondary teachers, except Title One personnel, will be permitted to attend conferences simultaneously during the regular school hours except with special approval of the Building Principal. Teachers having coaching assignments must alternate between athletic conferences and academic type conferences unless granted an exception by the Building Principal.

Teachers shall submit their requests to attend conferences to the building Administrator no less than five (5) working days in advance.

### **Unpaid Leaves**

- A. In conjunction with any other applicable leave under this Agreement and to the extent required by the provisions of the federal Family and Medical Leave Act, an eligible teacher shall be granted leave for the purposes and subject to the terms and conditions as provided by that law in all respects.
- B. **Pregnancy Leave.** A leave of absence up to one (1) year shall be granted to a teacher for pregnancy purposes provided the following conditions are met:
  - 1. Proof of pregnancy from the physician.
  - 2. Leave must be requested thirty (30) days prior to the starting date of the leave or sixty (60) days prior to the beginning of the school year.
  - 3. Pregnancy is a disability and leave days may be used during the disabled period. However, when the attending physician(s) indicates the employee is physically able to return to work, leave days can no longer be used.

4. The teacher shall provide the Board, upon request, statements from her physician regarding the teacher's physical wellbeing and ability to perform the duties of the teacher's position. Frequent absences prior to the start of the leave which are attributed to the pregnancy of the teacher shall be considered sufficient reason for the Board of Education to determine a starting date for the leave other than a previously approved date.
5. A teacher on maternity or child care leave may elect to prepay the health insurance premium for the duration of the leave after the start of the leave provided however, that the teacher submits the dollar amount of the premium ten (10) days prior to the Board's due date for the submission to the insurance company. This will be subject to the insurance carrier's approval.
6. Teachers returning from leave shall be restored to the same position held previously or a like position to one held prior to leave.
7. For seniority purposes, credit shall be given for a full semester during which time said leave was granted.
8. The Board will comply with the provision of Act #153 of the Public Acts of 1978 stipulating that maternity-related disabilities will be, to the same extent, eligible for the use of leave days as is other types of disabilities.

Actual disability due to pregnancy, childbirth, or medical condition related to pregnancy or childbirth where the employee is prevented from performing duties as verified by a physician, the employee will be allowed to use accumulated leave days.

Leave for disability caused by pregnancy, parturition, and childcare shall not exceed one (1) year.

9. Should any court declare any maternity or childcare leave provision of this contract invalid or in violation of state or federal law, then the Board will comply with such court decision or state and/or federal law.
- C. A leave of absence shall be granted to any teacher, upon recommendation of the Superintendent and approved by the Board, for the purpose of further study at an accredited college or university in the field reasonably related to his/her professional responsibilities. Said teacher shall make written application no less than three (3) months in advance of the expected commencing of the leave. Upon return from leave, the teacher shall be placed at the same position on the salary schedule as when he left.

In order to be recommended to the Board of Education for unpaid leave of absence for educational improvement, a professional staff member must present formal acceptance for admission from an accredited college or university as a full time student (usually considered as a minimum of twelve (12) semester hours per semester) and said person must sign an affidavit that he/she will satisfactorily

complete at least the minimum full time student academic program as described within this qualification policy while on leave. It is clearly understood by the professional staff member that failure to complete these minimum educational requirements will negate automatically the staff member's right to a leave of absence and the privilege of returning to our school system will be forfeited. Any deviation from these guidelines will be subject to individual review by the administration and the Board of Education unless an emergency situation arises that prevents completion.

- D. A leave of absence may be granted to any teacher upon approval by the Board of Education for the purpose of travel which is consistent with the educational growth of the teacher in his/her field.
- E. The Board shall grant, upon request of a teacher, who has taught in the North Adams-Jerome schools for seven years, a leave of absence without pay for personal reasons. The teacher shall return to his/her same teaching position. Unpaid personal leaves are limited to one (1) leave within a seven (7) year period. This leave will be for a minimum of one (1) school year. A request must be made at least sixty days prior to the leave except in the case of an emergency. A personal leave will not be granted for an employee to try out or assume another job in the educational field.
- F. The Board shall grant, upon request of a teacher, a leave of absence without pay for personal reasons. The teacher shall return to his/her same teaching position. This leave will be for a minimum of one (1) semester and a maximum of one (1) school year. A request must be made at least sixty (60) days prior to the leave except in case of an emergency. A personal leave will not be granted for an employee to try out or assume another job.
- G. A childcare leave may be granted to a teacher for childcare. Said leave will be for a period of up to one year except that it may be extended for another year at the request of the teacher.
- H. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher shall be placed on the salary schedule as he/she would have been had he/she taught in the District during such period.



## **Article X – Grievance Procedure**

A grievance is defined as a violation, misinterpretation, or misapplication of any provision of this Agreement where there is no established law for settlement of the alleged violation. It is agreed and understood that should a difference arise between the Board and any of its teachers as to the application of the provisions of this Agreement, there shall be no stoppage or suspension of work because of grievance. Such grievance shall be submitted in the following procedure:

### **A. Step One.**

Within five (5) school days after the grievance arises and before the written grievance procedure as outlined in Step Two is initiated, the grievant will present the grievance orally to the building principal. Within two (2) school days after presentation of the oral grievance, the building principal shall give his/her answer orally to the grievant.

The Association may initiate a grievance directly at the Superintendent's level when either of the following apply:

1. A grievance involves a group of employees or an issue which applies to the unit as a whole or,
2. The action precipitating the grievance was initiated by management at a level higher than the immediate supervisor. When such grievances are initiated at the Superintendent's level the normal grievance procedures shall be followed as set forth in this Article.

### **B. Step Two.**

If a grievance is not resolved in Step One, the grievant may submit a formal grievance to his/her building principal in writing. The formal written grievance will be on a signed "Statement of Grievance Form," see Appendix D, and shall contain the name of the grievant or grievants involved.

A formal written grievance must be filed with the building principal no less than ten (10) school days from the date of the completion of Step One. Within five (5) school days of receipt of the grievance, the building principal shall meet with the grievant and/or the Association in an effort to resolve the grievance. The building principal shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the grievant.

**C. Step Three.**

If the grievant is not satisfied with the disposition of the grievance in Step Two, or if no disposition is made within the time limits set forth in Step Two, the grievance shall be submitted to the Superintendent within five (5) school days. Within five (5) school days of submission of the grievance, the Superintendent or his/her designee shall meet with the grievant and/or the Association and shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy of his/her disposition to the grievant.

**D. Step Four.**

If the grievant is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) school days of such meeting as provided for in Step Three, the grievance, within five (5) school days, may be transmitted to the Secretary of the Board.

Within ten (10) workdays after receipt of the grievance the Secretary of the Board, an advisory subcommittee of three (3) Board members shall be convened to hear the grievance. The subcommittee shall thereafter make a recommendation for disposition of the grievance to the Board at its next regularly scheduled meeting. The Board shall indicate its disposition of the grievance, in writing, within seven (7) school days of such meeting, and shall furnish a copy thereof to the grievant.

**E. Step Five.**

If the Association is not satisfied with the disposition of the grievance at Step Four or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be paid by the parties adjudged to be the loser.

Any grievance not advanced to the next step by the Association above within the time limit in this Step, or if no time limit is specified within seven (7) school days shall be deemed abandoned.

**F. Powers of the Arbitrator.**

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 cases of alleged violation of the specific Articles and Sections of this Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. He/ she shall have no power to establish a salary schedule different from the one contained in the Master Agreement.
3. He/she shall have no power to rule on any of the following:
  - a. The discharge, demotion, and/or non-renewal of any probationary or tenured teacher pursuant to the provisions of the Michigan Tenure Act. However, should the just cause standard of the Michigan Tenure Act for demotion and discharge of a tenured teacher be repealed or abrogated by amendment, the provisions of the 1990-93 Agreement between the parties shall prevail with respect to this Subsection.
  - b. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
  - c. Any claim or complaint for which there is another remedial procedure of forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act (Act IV, Public Acts, extra session of 1937 of Michigan, as amended).
  - d. Any matter involving teacher evaluation provided that the provisions of Article XI have been complied with.
4. He/she shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His/her powers shall be limited to deciding whether the Board has violated the expressed Articles or Sections of this Agreement.
5. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide.

6. There shall be no appeal from an arbitrator's decision if said decision is within the scope of the arbitrator's authority as set forth above. Said decision shall be final and binding on the Association, its members, and employee or employees involved and the Board. The Association and the Board shall discourage any attempt on the part of its members to engage in any frivolous appeal to any court or labor board from a decision of an arbitrator and the Association, Board, and all members shall similarly refrain from encouraging its membership from bringing about a settlement of any grievance as herein defined by any other means.

## **Article XI – Teacher Evaluation**

- A. Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of the teacher's responsibilities. Teachers will be informed of the specific criterion upon which they will be evaluated. The new evaluation process will be based on the State of Michigan Law for evaluations. The evaluation form will be given to the teacher at the beginning of the school year.
- B. It shall be a major administrative responsibility to assist teachers to become oriented to the District and improve instruction through direct observation of the teacher's work and providing written summaries of those observations together with any recommendations the administrator may have for the teacher.
- C. All monitoring or observation of such work of a teacher shall be conducted openly and with knowledge of the teacher.
- D. Any complaint made against a teacher or person for whom the teacher is administratively responsible by any parent, student, or other person, may, at the discretion of the administrator, be promptly called to the attention of the teacher. Complaints shall not be incorporated into a teacher's evaluation unless the teacher has been informed of the complaint previously.
- E. After observation of a teacher, an administrator shall submit a written report with recommendations, if necessary, to the teacher within ten (10) days of the observation. He/she shall schedule a conference with the teacher to discuss the written observation. Administrators will do many observations throughout the year. If improvement is needed, written recommendations must be provided.
- F. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members. Teachers will be informed of needed improvements throughout the school year. Improvements will be written for the teacher.

In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. Observations will be ongoing throughout the school year.

- G. A teacher who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question.
- H. The teacher shall have the right upon request to review the contents of his/her personnel file, excluding confidential credentials and letter of recommendation, and to have an elected officer of the North Adams-Jerome Education Association accompany such a review.
- I. Materials originating after initial employment will be placed in a teacher's file only after the teacher has had an opportunity to review the material
- J. A copy of the evaluation forms are in Appendix D.

## **Article XII – Reduction in Personnel and Recall**

- A. If there is a need for reduction in staff because of financial necessity or declining enrollment, the Board will confer with the Association prior to making any cuts in staff or program. If layoffs are necessary, the Board will so inform the Association. At that time, the Association will be requested to conduct a survey to determine any requests for voluntary retirement or voluntary leave. Said leave will be for no less than one (1) school year. The results of the survey shall be made known to the Superintendent. The Board will grant such requests before layoffs are made, provided the requests will prevent a layoff or facilitate a recall.
- B. Should reduction in staff be necessary, the Board shall give written notice to the affected teachers no less than forty-five (45) days prior to the beginning of the semester the layoff is to commence.
- C. **Seniority**
  - 1. Seniority shall be defined as length of service within the District from the teacher's last date of hire (the date that the teacher signed the contract of employment. If that date is unknown, the first membership day of the school year shall be considered the date of hire.)
  - 2. The Board shall prepare and maintain a seniority list showing, in order, the date of appointment of the last date of hire and the certification and fields of each teacher. Teachers with the same last date of hire will participate in a drawing to determine their rank on the seniority list.

3. The Association and affected teachers shall be notified by the Board in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance. One (1) copy of the seniority list will be provided to the Association each year within thirty (30) days of the start of the school year.
4. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause, however, seniority is retained if severance of employment is due to layoff. In cases of layoff, bargaining unit members so affected shall retain all seniority accumulated as of the effective date of layoff.
5. Beginning in 1981-82, seniority shall not continue to accumulate when bargaining unit members are on approved unpaid leaves.
6. Beginning in the 1981-82 contract year, teachers who have a fifty percent (50%) assignment or less shall accrue only half (1/2) year of seniority for such year.
7. Teachers who have returned to the bargaining unit after serving in an administrative capacity will be given seniority credit for all years of continuous service in the District.

**D. Layoff**

For purposes of personnel decisions when conducting a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or when conducting a recall, the order of reduction shall be determined based upon the following ratings under the District's performance evaluation system under MCL 380.1249.

- a. Ineffective
- b. Minimally effective
- c. Effective
- d. Highly Effective

When all factors involved in the personnel determination (performance evaluation, ranking as listed above, highly qualified status, certification) are equal, then length of service shall be the tiebreaker.

1. Teachers shall be laid off according to the State of Michigan Evaluation Law. Should two (2) or more teachers be within three (3) points and in the same performance category, then the laid off teacher shall be by date of hire.
2. In the event teachers must be laid off, layoff will be based on the State of Michigan Evaluation Law. Should two (2) or more teachers be within three (3) points and in the same performance category, the layoff will be by date of hire and certification.

Teachers with the lower evaluation score not within three (3) points will be laid off first.

3. Teachers whose positions are being eliminated may bump another teacher with less seniority if the teacher is highly qualified for the position according to the class schedule adopted by the Board. In order to bump another less senior teacher, the senior teacher must have the same overall evaluation rating as the teacher being bumped and be highly qualified for the position.
  
4. A teacher who fulfills the academic requirements for additional certification by the beginning of the next school year shall be allowed, at that time, to assume a vacancy or position assigned to a probationary teacher for which he/she is newly certified according to his/her seniority for recall. A teacher planning to recertify, shall notify the administration at time of posting or no later than June 1<sup>st</sup>.

**E. Recall.**

1. Laid off teachers shall be recalled in inverse order of layoff provided said teacher is certified for the vacancy.
  
2. The Board shall give written notice of recall from layoff by sending a registered or certified letter or telegram to said teacher, at his/her last known address. A copy shall be sent to the Association. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the board's records shall be conclusive when used in connection with layoffs, recall or other notice to the teacher. If a teacher fails to respond within ten (10) days from date of receipt of recall, unless an extension is granted in writing by the Board, said teacher shall be considered as a voluntary "quit" and shall thereby terminate his/her individual employment and contract and any other employment relationship with the Board.
  
3. Recalled bargaining unit members shall be entitled to all benefits previously accrued.
  
4. Refusal of less than a full-time position shall not forfeit a bargaining unit member's right to recall.
  
5. No new teacher shall be employed by the Board while there are laid off teachers who are certified to fill any vacancy which may arise. Recall rights will be limited to one (1) year for non-tenured teachers, and three (3) years for

tenured teachers. Teachers on layoff shall be given priority on the substitute list.

- F. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this District shall be merged or combined. In the event this District shall be combined with one or more district, the Board will assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

The Board will notify the Association immediately whenever a District reorganization is contemplated or under discussion with any other school district or entity.

- G. The Board will confer with the Association prior to finalizing transfers and assignments regarding reduction and recall of the professional staff.
- H. Teachers notified that they will be laid off for the ensuing school year will not lose their fringe benefits over the summer months. With the beginning of the school year or period of layoff the teacher will receive no fringe benefits at Board expense, but may elect to continue insurance benefits by paying the premiums at the Superintendent's office. This is contingent upon the respective insurance carrier's approval.

### **Article XIII – Student Discipline and Teacher Protection**

- A. All teachers will assume primary responsibility for control and discipline in their classrooms and are expected to contact parents about matters related to the student's behavior or academic performance. Results of the contact should be shared with the building administrator. Matters of a serious and immediate nature should be brought to the attention of the building administrator for immediate action.

The Board will support and assist teachers with respect to the maintenance of control and discipline in the classroom.

- B. The administration will confer jointly with teachers, parents and students in the establishment of rules and regulations which set forth the procedure to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed to teachers, parents and students with the commencement of each year.
- C. The general supervision of students is a responsibility of all teachers. This includes activities in all school areas such as halls, lavatories, assemblies and any other school place where students may congregate during the normal school



day. Teachers will not be assigned to regular hall or lavatory duty but should assist on overall supervision.

- D. A bargaining unit member may refer a pupil to the office when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the bargaining unit member will furnish the principal, as promptly as his/her employment obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the principal with the bargaining unit member.
- E. Any case of assault and/or battery upon or by a teacher while acting in the scope of his/her employment shall be promptly reported to the Board or its designated representative. The Board shall, upon request, provide legal counsel to advise the teacher of his or her rights and obligations with respect to any such assault and/or battery and shall provide such legal and other necessary representation and assistance as might be required in connection with any incident arising out of a teacher's efforts at self-defense against an attack on him or her or in maintaining building control.
- F. Time lost by a bargaining unit member in connection with any incident mentioned in this Article shall not be charged against the bargaining unit member.
- G. The Employer will reimburse bargaining unit members for any damage or destruction of clothing or personal property of the bargaining unit member while on duty in the school or on the District's premises, if said damage is not paid for by the individual's personal insurance.

#### **Article XIV – Continuity of Operations**

- A. The Association and its members shall not engage in nor encourage concerted or individual action, which would be in violation of this Contract or in violation of the laws and statutes of the State of Michigan.
- 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 by Section 10 of the Public Employment Relations Act.

#### **Article XV – Negotiations and Contracts**

- A. Any matters not expressly covered by this Agreement but of common concern may be brought to the attention of either group through representative channels.
- B. Negotiations for the ensuing year will begin the first Monday in February unless another date is mutually agreed upon.

- C. Neither party in any negotiations shall have any control over the selections of the negotiating or bargaining representatives of the other party.
- D. The parties pledge that their representatives will be clothed with all necessary power and authority to make proposals, and make concessions in the course of negotiations.
- E. There shall be three (3) signed copies of any final agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) by the Superintendent. Copies of the final Agreement shall be duplicated at the expense of the Board and made available to all teachers now employed and hereafter employed and twelve (12) copies shall be provided to the Association.

### **Article XVI – Professional Behavior and Improvement**

- A. No teacher shall be disciplined (including warnings, reprimands, suspensions, with or without pay, or other actions of a disciplinary nature) without just cause. The discharge or demotion of a tenured teacher shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act applicable thereto. However, should the just cause standard of the Michigan Teacher Tenure Act for demotion and discharge of a tenured teacher be repealed or abrogated by amendment, the provisions of the 1990-93 Agreement between the parties shall prevail with respect to this Section.
- B. A teacher shall be entitled to have an elected officer of the North Adams-Jerome Education Association present during any disciplinary action when such action becomes part of the teacher's personnel file. When a request for such representation is made no action shall be taken with respect to the teacher until said representative as stated above is present. Further, in the event disciplinary action is to be taken the teacher shall be advised of the right to have an elected officer of the North Adams-Jerome Education Association under this provision of the Agreement prior to the action being taken.
- C. If discharge of a teacher (including denial of tenure) is to be considered because of inadequacies observed in the teacher's professional work with students, such action must minimally be preceded by:
  - 1. Repeated observations of the inadequacies through the observation process.
  - 2. Clear direction that the teacher must improve and the consequences of failure to do so.
  - 3. Adequate opportunity for the teacher to make improvements.

4. The administrator will provide whatever assistance he/she can to give help to the teacher so he/she can improve.
- D. The Board and/or the Administration agrees to follow a general procedure of discipline which includes verbal and/or written warning, reprimand, suspension without pay, and discharge as a final and last resort.

The above procedures may be waived when, in the Superintendent's discretion, the seriousness of a teacher's behavior necessitates more severe or immediate measures. In the event that a teacher has been unfairly or improperly disciplined, his/her personnel records will be cleansed of the incident and his/her lost pay restored.

## **Article XVII – Miscellaneous Provisions**

- A. Any individual contract between the board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereinafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, for its duration, shall be controlling.
- B. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Nothing contained herein shall be construed to deny or restrict any teacher or the Board rights under the Constitution of the United States, the Constitution of Michigan, or under the Michigan General Schools Laws.
- D. It is hereby agreed by and between the Board and the Association that there is a responsibility to adopt and implement a three (3) to five (5) year school improvement plan and continuing school improvement process for each school within the School District. The parties acknowledge and recognize that the terms of the Collective Bargaining Agreement between them govern as to the wages, hours, and terms and conditions of the employment of teachers addressed therein and that those terms shall not be altered or modified through the school improvement planning process, except by mutual agreement of the undersigned Board of Education and Association, executed in writing.
- E. Professional Improvement Conferences for Teacher. Teachers may attend one (1) conference a year in the teacher's curricular area, for the purposes of

professional improvement. Said teacher shall be required at the next staff meeting (building-level) to give a report (5-10 minutes) on the conference they attended. This report shall include: what new ideas and methods that they learned about and how these will be used in their classroom.

**F. Mentor Program.**

1. The parties hereby acknowledge the requirement of Section 1526 of the School Code for each teacher during the first three (3) years of his/her employment in classroom teaching to be assigned a mentor or mentors. A mentor shall be a master teacher, retired master teacher or college professor. A mentor shall be available to provide professional support, instruction and guidance in a collegial relationship.
2. The Board shall determine the mentor or mentors to be assigned (who may or may not be) from the bargaining unit. Assignment of a bargaining unit member to be a mentor shall be voluntary. A mentor teacher assigned from the bargaining unit:
  - a. Shall be a tenured teacher.
  - b. Whenever practical, shall work in the same building and have the same area of certification as the new teacher to whom he/she is assigned.
  - c. Will not be responsible for the evaluation of the new teacher to whom he/she is assigned and will not be required to participate in it.
  - d. Will not provide statements or opinions or any other expressions of opinion or observation for the new teacher's personnel file or in any proceedings, hearing or meeting before the Board or its administration or in any grievance hearing or arbitration proceeding, regarding the instructional competency of the new teacher to whom he/she is assigned, unless allegations of misconduct of which the mentor teacher has knowledge are involved.
3. Release time may be granted for the mentor teacher to conference with the new teacher to whom he/she is assigned.

## **Article XVIII – 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 participate in the Michigan School Employees Non-Contributory Retirement effective September 1975. The basic salary schedule shall remain in effect for the designated periods.

- B. All teachers newly employed shall be given five (5) full years credit on the salary schedule set forth in Schedule A for outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized agency.
- C. Placement on the Master's degree track is contingent on holding a permanent or continuing certificate.
- D. Teachers will be paid in twenty-four (24) pays. Payroll will be issued on the 10<sup>th</sup> and 25<sup>th</sup> of the month. If the 10<sup>th</sup> or 25<sup>th</sup> should fall on a weekend or holiday, payroll will be issued the previous weekday.
- E. Changes from salary schedule to another, (example, from B.A. to M.A.) must be made known to the Superintendent's office before September 15<sup>th</sup>. Transcripts or proof of completed course work will be required to substantiate all hours earned upon which pay increases are based and the new scale will not take effect until said transcripts are received. All semester hours earned for salary credit must be in the teaching field, an approved master's program, or approved by the administration. Hours earned and completed courses count only if the teacher received at least a "C" average.
- F. Pay for extra and co-curricular assignments are set forth in Schedule B which is attached to and incorporated in this Agreement. Supplementary pay percentages shall be based on the appropriate step of the BA schedule correspondent to the teacher's experience in that specific activity. Teachers currently on the BA + 15 and MA schedules will be paid at their 1990-91 rate improved by the same percent as the salary schedule is increased.

If a new program is developed during the term of this agreement, compensation will be made on the basis of the nearest like program in Schedule B.

- G. A teacher who has taught in the North Adams School System fifteen (15) years or more shall receive a terminal leave payment of ten dollars (\$10.00) for each accumulated sick leave day up to a maximum of one thousand three hundred dollars (\$1,300) when said teacher retires or leaves the North Adams School System.
- H. The Board and Association agree that if the State of Michigan increases the number of hours to 1250 or more during the contract's life then this section of the contract will be opened to negotiation.
- I. **Health Insurance and Optional Benefits:**

Insurance Coverage (PAKS A, B, and C) shall be effective July 1, 2015 through December 31, 2017. The board shall provide each teacher with a choice of one of the following MESSA PAK insurance coverages for the teacher and his/her eligible

dependents, as selected by the teacher, subject to the applicable teacher contribution requirements specified below.

Enrollment for insurance coverage will be October 1<sup>st</sup> through October 30<sup>th</sup> annually.

A. Health/Dental/Vision/Life/LTD Benefits

Each teacher may elect one of the insurance benefit plan options below:

PAK A with MESSA Choices II

Health	MESSA Choices II \$500/1,000 In Network \$1,000/2,000 Out of Network
Rx	\$10/\$20
Long Term Disability:	66 2/3% \$2,500 maximum 90 calendar days modified fill Freeze on offsets Alcoholism/drug addiction 2 years Mental/nervous 2 years
Delta Dental:	60/60/50 \$1,000 80: \$1,000 Two Cleanings
Negotiated Life:	\$10,000 AD & D
Vision:	VSP 2

PAK B with no health insurance:

Delta Dental:	60/60/50 Annual Max: \$1,000 Lifetime Max: \$1,000 Two Cleanings
Negotiated Life:	\$15,000 AD & D
Vision:	VSP 3
Long Term Disability:	Same as above

<u>PAK C:</u>	MESSA ABC PLAN 1
Health:	\$1,250/\$2,500 In Network \$2,500/\$5,000 Out of Network
Rx	ABC Rx
Long Term Disability:	66 2/3% \$2,500 maximum 90 calendar days modified fill Freeze on offsets Alcoholism/drug addiction 2 years Mental/nervous 2 years
Delta Dental:	60/60/50 Annual Max: \$1,000 Lifetime Max: \$1,000 Two Cleanings
Negotiated Life:	\$10,000 AD & D
Vision:	VSP 2

The district shall pay the following annual amounts towards the total cost of the MESSA PAK A or PAK C medical premium (not including LTD, Dental, Negotiated Life and Vision).

\$5,992.30 Single Subscriber  
\$12,532.75 2-Person Subscriber  
\$16,342.66 Family Subscriber

These employer paid amounts shall adjust annually beginning on July 1 of each plan year, to the maximum permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

The remaining cost for the employee's elected medical plan premiums shall be paid by the employee.

Employees will pay 20% of the premium for LTD, Dental, Negotiated Life and Vision. The Employer will pay 80% of the premium for LTD, Dental, Negotiated Life and Vision.

The employee's premium contribution will be payroll deducted in equal amounts from each employee paycheck.

Each bargaining unit member must elect to be covered by either PAK A, PAK B, OR PAK C as specified above.

Bargaining unit members selecting PAK B shall receive a \$500.00 monthly contribution to the member's TSA.

Teachers who wish additional MESSA optional coverage may authorize deduction of the required additional funds from their salary.

*(See appendix E and appendix F.)*

J. Worker's Compensation Differential

Any regularly employed teacher in the North Adams-Jerome Public School System, who in the line of duty, incurs an injury for which he/she receives compensation under the Worker's Compensation Act, shall be paid during the period of disability, up to a maximum of one (1) calendar year, except for summer vacation periods, the difference between his/her regular net daily contractual salary (based on 180 days) and the amount received under the Worker's Compensation Act. Said teacher shall have no deduction from his/her leave days while they are eligible to draw Worker's Compensation benefits during said period of disability. The Board of Education may extend this benefit at their discretion.

K. Reimbursement or Pay for College Credits

Beginning August 30, 1999, a teacher with a permanent or continuing certificate will be paid for professional growth courses on the following basis:

1. One hundred twenty-five dollars (\$125.00) per semester hour for courses satisfactorily completed. An equivalent amount will be paid for term hours.
2. Teachers without a permanent or continuing certificate shall receive seventy dollars (\$70.00) per semester hour for courses satisfactorily completed. An equivalent amount will be paid for term hours.
3. The Board will pay for a maximum of six (6) semester hours or the equivalent in term hours per year.
4. The payment will be made for the successfully completed credit hours during the current school year within four (4) weeks of the presentation of proof of completed credit hours by the teacher, except for classes completed after April of the previous school year, which will not be reimbursed until the teacher has returned to work in August.
5. Courses applied for reimbursement must be in a planned, accepted program that must be on file before requesting reimbursement of expenses for a teacher's first certificate renewal. Teachers possessing a continuing or professional certificate must take coursework that will assist them in classroom instruction. Approval of these courses by the superintendent must be done in writing and prior to the course being completed if the course is to be paid for by the district in accordance with the negotiated agreement. If



superintendent denies approval, teacher can appeal the decision to the Board.

6. Reimbursement will be made in a lump sum payment without deductions.

L. Regular Teacher's Substitute Pay During Preparation Period

In the event it becomes necessary to ask that a teacher assume teaching responsibilities during his/her conference or preparation period the teacher shall be compensated at the rate of 1/7 of their per diem rate.

M. TB Tests and/or Chest X-Rays

The Board will pay for the legally required TB test and/or chest X-ray when needed.

N. Lack of Available Monies

In the event monies should not become available for the Board to honor salary commitments, negotiations shall be reopened between the Board and the Association.

O. Salary Adjustment

A teacher who is laid off and collects unemployment benefits for a period between the last day of school in one year and the first work day in the next school year, and is subsequently recalled before the first teacher work day of the next school year will be paid according to an annual salary rate, such that collected unemployment compensation benefits and salary shall equal the amount on the salary schedule.

P. The Board and the Association have also agreed to the following:

NO step increases for the duration of this agreement July 1, 2015 to December 31, 2017.

The totality of the collective bargaining agreement is contingent upon a 1 ½ % reduction for all administrative positions and non-union positions for 2015-16 compared to 2013-14 contracts.

The parties agree that negotiations for a successor collective bargaining agreement shall begin no later than November 1, 2017.

Q. The Administration shall provide to each teacher an individual contract listing the teacher's base salary by September 30<sup>th</sup> of each school year.

**Article XIX – Duration of Agreement**

This Agreement shall be effective as of **September 1, 2015 and shall continue in effect until the 31<sup>st</sup> day of December, 2017**. Negotiations between the parties shall begin as provided in this Master contract. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

**North Adams - Jerome  
Education Association**

Carol Kaleta  
CO - (President)

Patricia Weber  
CO (Vice-President)

[Signature]  
(Secretary)

[Signature]  
(UniServ Director)

**North Adams - Jerome  
Board of Education**

[Signature]  
(President)

Diane Todd  
(Secretary)

[Signature]  
(Member)

Linda A Paille  
(Member)

Dated this 4<sup>th</sup> day of May, 2016

**Appendix A**  
**2015-16 Salary Schedule**  
**(Effective September 1, 2015)**

STEP	BA	BA+15	MA
1	\$32,430.09	\$33,554.43	\$35,311.78
2	\$33,869.93	\$34,988.24	\$36,744.58
3	\$35,467.52	\$36,445.16	\$38,337.16
4	\$37,064.11	\$38,179.40	\$39,931.73
5	\$38,815.43	\$39,931.73	\$41,689.09
6	\$40,732.54	\$41,849.85	\$43,599.15
7	\$42,645.63	\$43,763.94	\$45,518.27
8	\$44,723.50	\$45,833.77	\$47,592.12
9	\$47,907.63	\$47,914.66	\$49,664.98
10	\$50,388.42	\$51,173.14	\$51,742.85
11		\$54,623.96	\$55,087.74
12			\$58,796.13

**2016-17 Salary Schedule**  
**(Effective September 1, 2016)**

STEP	BA	BA +15	MA
1	\$32,923.94	\$34,065.41	\$35,849.52
2	\$34,385.71	\$35,521.05	\$37,304.14
3	\$36,007.63	\$37,000.16	\$38,920.97
4	\$37,628.53	\$38,760.81	\$40,539.82
5	\$39,406.52	\$40,539.82	\$42,323.94
6	\$41,352.83	\$42,487.15	\$44,263.09
7	\$43,295.05	\$44,430.39	\$46,211.44
8	\$45,404.56	\$46,531.74	\$48,316.87
9	\$48,637.18	\$48,644.32	\$50,421.29
10	\$51,155.75	\$51,952.42	\$52,530.81
11		\$55,455.79	\$55,926.63
12			\$59,691.50

**Appendix B  
Extra and Co-Curricular Activities Pay**

**Fall Sports**

Head Football, Varsity-----	11%
J.V. Football-----	8%
Assistant Football, J.V. & Varsity-----	8%
Junior High Football-----	5%
Head Girls Varsity Volleyball-----	11%
J.V. Girls Volleyball-----	8%
Junior High Girls Volleyball-----	5%

**Winter Sports**

Head Varsity Basketball, Boys-----	11%
J.V. Boys Basketball-----	8%
9 <sup>th</sup> Grade Basketball-----	7%
Junior High Boys Basketball-----	5%
Head Girls Varsity Basketball-----	11%
J.V. Girls Basketball-----	8%
Junior High Girls Basketball-----	5%

**Spring Sports**

Head Varsity Baseball-----	8%
J.V. Baseball-----	5%
Head Girls Varsity Softball-----	8%
Head Boys Track Coach-----	9%
Head Girls Track Coach-----	9%
Junior High Boys & Girls Track-----	5%

Cheerleading Advisor Jr. High (each season)  
(Organize and run daily practices and attend all home/away events)-----3%

Cheerleading Advisor JV/Varsity (each season)  
(Organize and run daily practices and attend all home/away events)-----4%

**Other Activities**

Choir

(Includes a minimum of three (3) community concerts, two (2) performances at school functions, one festival every year for the high school and junior high)-----5%

Drama Club (direct a multi-act community play) -----3%/play (2 plays max)

Yearbook

(Journal/log eight days of work-time with the building principal after end of school year to complete yearbook) -----4%

F.F.A. (Includes a minimum of: meet with students monthly, participate in 2 competitions, attend camp, hold F.F.A. Banquet, attend Heritage Day) -----4%

S.A.E. (Supervised Agricultural Experience)

(Includes a minimum of: meeting with students during the calendar year after school hours to assist students in developing/completing an S.A.E. project)-----2.5%

The Rambler/Newspaper

(Produce an approved monthly student/school paper) -----2.5%

Instrumental Music

(Includes a minimum of: Band Camp, Heritage Parade, Homecoming Parade, Fair Day Parade, Memorial Day Parade, a minimum of two (2) school/community concerts, Friday Home Football games (marching band and pep sessions), Responsible for the organization of pep bands to perform at Friday Home Basketball games (band and pep sessions), one festival, cost of which is to be covered by the general fund (this would include the district and state competitions) every year for the high school and junior high) -----11%

Gifted & Talented

(Sponsor/organize three academic intra-school competitions which may include the following: spelling bee for 3<sup>rd</sup> thru 8<sup>th</sup> grades, a geography bee for 3<sup>rd</sup> thru 8<sup>th</sup> graders, problem-solvers, quiz bowls and/or a science fair for 5<sup>th</sup> thru 9<sup>th</sup> grades, etc.) Disseminate information/recruit students for summer leadership conference, etc. -----3%

Elementary Musical Program Director

(Includes a minimum of: organize and direct a winter and spring school/community program.)-----4%

Noon hour (Includes a minimum of: organize

and oversee lunch hours for Elementary,  
Jr. High or Senior High in Gym and lunch room) -----\$10/session/day

Science Olympiad Coach  
(Organize and practice for a minimum of three (3) events/competitions.)-----3%

Quiz Bowl Coach  
(Organize and practice for a minimum of three (3) events/competitions.)-----3%

Junior High, Senior High National Honor Society  
(Includes for each a minimum of: organizing  
and participating in 2 community functions.)----- .5% each

Student Council Advisor (Junior High and Senior High)  
(Includes a minimum for each of: organize and/or participate in monthly  
meetings, 5 after school activities (includes fall and winter homecoming.)-----1.0% each

Student Council Advisor (elementary)  
(Includes a minimum for each of: organize and/or  
participate in monthly meetings, three (3) after school activities) ----- .5%

Art Club (includes a minimum of: organize and/or  
participate in 2 school/community exhibits.) ----- 1%

Detention (supervise-based on the published rules-and  
report back to the building administrator.) ----- \$10.00/session

Advisors (Includes a minimum for each class (7-11):  
preside over class meetings, attend float building \* (fall & winter),  
attend homecoming activity nights/activities, dances and game.)-----\$100/class/advisor

*\*This may be changed by the building administrator*

Senior class advisor  
(includes a minimum of: 9-11 advisor duties  
plus organize/run prom, assist with graduation,  
organize/run senior spotlight night, assist with senior awards night.)-----1%

Mentor teachers (See Effective Teacher Standards Evaluation) -----\$100 / year

M.I.T.E.S. Coordinator (participate in the annual competition) ----- .5%

Saturday School (supervised based on published rules  
and report to the building administrator.)-----\$100/session

Supplementary pay for the above-listed extra-curricular and co-curricular activities will be prorated if that activity season is shortened beyond what is normally anticipated. There will be no supplementary pay for the above-listed activities if it is canceled. The Board of Education reserves the right to screen, interview, and appoint personnel who have submitted applications for extra-curricular activity positions. Supplementary pay for the above activities shall be based upon the appropriate salary step of the BA, correspondent to the experience in that activity. Beginning in 1981-82, BA+15 and MA will no longer be paid on steps, but will receive the percentage increase as negotiated by the Association on the previous years' coaching salary.

Additional changes on attachment Appendix B are to be included. This includes Evaluation, Renewal, and Termination Notice.

**Evaluation:**

The new evaluation tool Standards of Effective Teaching shall be incorporated into the contract. *(See Appendix F)*

**North Adams-Jerome Public Schools**

**Coach/Teacher Evaluation  
Appendix "B" Assignment**

Coach/Teacher/Sponsor's

Name \_\_\_\_\_ School \_\_\_\_\_

Assignment \_\_\_\_\_ School Year \_\_\_\_\_

Quality of work performance in extra duty assignment:

\_\_\_\_\_ Satisfactory

\_\_\_\_\_ Unsatisfactory\* (If unsatisfactory explain below)

COMMENTS:

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Educator's Signature

\_\_\_\_\_  
Date

I certify that this evaluation was read and discussed with me and I will receive a copy for my records. My comments, if any, are stated below:

COMMENTS:

\_\_\_\_\_

\_\_\_\_\_



Coach/Teacher/Sponsor's Signature

Date

**North Adams-Jerome Public Schools**

**Renewal of  
Appendix "B" Assignment(s)**

Coach/Teacher/Sponsor's

Name \_\_\_\_\_ School \_\_\_\_\_

Assignment \_\_\_\_\_ School Year \_\_\_\_\_

Quality of work performance in extra duty assignment:

\_\_\_\_\_ Satisfactory

\_\_\_\_\_ Unsatisfactory\* (If unsatisfactory explain below)

COMMENTS:

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Educator's Signature

\_\_\_\_\_  
Date

I certify that this evaluation was read and discussed with me and I will receive a copy for my records. My comments, if any, are stated below:

COMMENTS:

\_\_\_\_\_  
Coach/Teacher/Sponsor's Signature

\_\_\_\_\_  
Date

North Adams-Jerome Public Schools

Termination Notice  
Appendix "B" Assignment

Coach/Teacher/Sponsor's

Name \_\_\_\_\_ School \_\_\_\_\_

Assignment \_\_\_\_\_ School Year \_\_\_\_\_

You are hereby released as of \_\_\_\_\_

For the following reasons:

- \_\_\_\_\_ declined to take position
- \_\_\_\_\_ assignment eliminated by Board
- \_\_\_\_\_ unsatisfactory work performance
- \_\_\_\_\_ other\*

\*Reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

Acknowledgment of Receipt:

\_\_\_\_\_  
Coach/Teacher/Sponsor Signature

\_\_\_\_\_  
Date

If you feel that this termination is in any way in violation of your rights of due process, you may submit a request for re-instatement before the Appeals Committee

**Coaching Position Committee** is: Athletic Director, Building Administrator, Superintendent and 2 EA members

**Non-Coaching Position Committee** is: Building Principal, Superintendent, 2 EA members and 1 School Board Member

**Appendix C**  
**Statement of Grievance Form**  
**North Adams-Jerome Public Schools**  
**North Adams, Michigan**

Grievance # \_\_\_\_\_

Date Filed: \_\_\_\_\_

**Copies Submitted To:** Superintendent \_\_\_\_\_  
Principal \_\_\_\_\_  
Association \_\_\_\_\_

**Building:** North Adams-Jerome  
Elementary \_\_\_\_\_  
High School \_\_\_\_\_

Name(s) of Grievant: \_\_\_\_\_  
\_\_\_\_\_

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**Step I**

Date of Oral Grievance presented to the Building Administrator: \_\_\_\_\_

Building Administrator's disposition of the Oral Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Step II**

Date of Written Grievance presented to the Building Administrator: \_\_\_\_\_

Statement and facts giving rise to the Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Identification of the alleged violation(s) of the Master Contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief requested: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant(s) \_\_\_\_\_ Date \_\_\_\_\_

**Step III**

Disposition by the Building Administrator: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Building Administrator \_\_\_\_\_ Date \_\_\_\_\_

Signature of Grievant(s) \_\_\_\_\_ Date \_\_\_\_\_

**Step IV**

Date of Written Grievance presented to the Superintendent: \_\_\_\_\_

Disposition of Superintendent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Building Administrator \_\_\_\_\_ Date \_\_\_\_\_

Signature of Grievant(s) \_\_\_\_\_ Date \_\_\_\_\_

**Step V**

Date of Written Grievance presented to the Board of Education: \_\_\_\_\_

Disposition of the Board of Education: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Board President \_\_\_\_\_ Date \_\_\_\_\_

**Step VI**

Date of Written Grievance presented to Arbitration: \_\_\_\_\_

Disposition of Arbitration Proceedings: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature, Board President \_\_\_\_\_

Signature, Grievant(s) \_\_\_\_\_

Date \_\_\_\_\_

**Appendix D**  
**Authorization for Payroll Deduction Form**  
**North Adams-Jerome Public Schools**  
**North Adams, Michigan**

I, the undersigned, authorize the Board of Education of the North Adams-Jerome Public Schools to make the below designated payroll deduction(s).

\_\_\_\_\_  
Signature of Employee Date

- I. School Employee Credit Union  
Name of company or (see below) Date Beginning: \_\_\_\_\_  
(Savings, loan payments, etc.)  
Amount: \_\_\_\_\_  
Frequency of Deduction: \_\_\_\_\_  
Date Beginning: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Frequency of Deduction: \_\_\_\_\_

- II. \_\_\_\_\_  
Name of Company or Association

Within twenty (20) days after the beginning of school, the Association will provide the Superintendent's office with deduction forms for those who wish payroll deductions and the amount that should be deducted.

**Current Approved List of Companies**

- |      |   |                              |
|------|---|------------------------------|
| I.   | School Employee Credit Union  | Savings, loan payments, etc. |
| II.  | Smith Barney<br>Pioneer Life Insurance Company<br>VALIC<br>American Express<br>Open<br>Edward Jones | Annuities and Insurance      |
| III. | North Adams Education Association<br>Michigan Education Association                                 | Professional dues, etc.      |

**Appendix E**  
**Letter of Agreement / Settlement of Written Grievance #1**  
**November 6, 2006**

The North Adams-Jerome School Board and the North Adams-Jerome Education Association agree that:

1. Any member not electing PLAN A insurance as described in the Master Agreement for 2006-2007 will take PLAN B.
2. PLAN B will include the items listed in the Master Agreement and will be the same as the prior plans for all items (Vision, Dental, LTD and Life Insurance).
3. In addition, PLAN B recipients will be given a monthly Annuity of \$406.50. The member will select the Annuity plan and Annuity provider.

Agreement will take effect upon signatures from both parties.

Date: \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_

Association President's Signature: \_\_\_\_\_

**Appendix F**  
**Professional Evaluation: Standards of Effective Teaching**