

# **MASTER AGREEMENT**

between the

**EATON RAPIDS  
EDUCATION ASSOCIATION**

*and the*

**EATON RAPIDS PUBLIC SCHOOLS  
BOARD OF EDUCATION**

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***September 1, 2006 – August 31, 2007***

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This Agreement entered into this September 18, 2006, by and between the Board of Education of the Eaton Rapids Public Schools, hereinafter called the "Board," and the Eaton County Education Association, MEA-NEA, hereinafter called the "Association."

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

WHEREAS, the Board has a statutory obligation, pursuant to Act 336 of Public Acts of 1947, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and,

In consideration of the following mutual covenants, it is hereby agreed 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 noncertified persons temporarily filling vacant professional positions employed by the Board, including school counselors and psychologists but excluding supervisors, executives, continuing education teachers, substitutes, school nurses, and casual employees and all other employees.
- B. The term "teacher" when used in this Agreement shall refer to all employees of the Board of Education who are represented by the Association in the bargaining unit as above defined and reference to male teachers shall include female 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 of this Agreement, upon the Association, and upon the Board. In the event 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 contract 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 hereto.

- 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 with respect to the powers, rights, duties and obligations of the Board, the Association and the teachers of the bargaining unit, and in the event that 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, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States.
- B. The 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 and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. The Board specifically 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 school system 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 and express terms of this Agreement.

### **ARTICLE 4 - ASSOCIATION AND TEACHER RIGHTS**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby 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 with respect 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 in the event of a general Association meeting. These times may be extended by permission from the Superintendent. In the exercise 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, mail boxes, 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 bargaining unit members; 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, creed, 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 pupil'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. Member Protection

Any bargaining unit member 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 law suit 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 employed by the District).

**ARTICLE 5 - DEDUCTION OF DUES OR REPRESENTATION BENEFIT FEE**

- A. During the life of this Agreement, the Board shall deduct from the wages of teachers covered by this Agreement and remit to the Association, the National Education Association, and the Michigan Education Association, regular, periodic dues uniformly required as a condition of membership in these Associations, whenever, and only in such cases as the individual authorizes the Board to do so.

This provision shall not be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board.

- B. Authorization shall be in writing. Individual authorization forms are to be furnished by the Association and, when executed, filed by the Association with the Superintendent's office. Authorizations, once filed with the Superintendent's office, shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of a given year.
- C. The Board shall not be required to make the dues deduction for any teacher until after the authorization for such deduction has been on file in the Superintendent's office for seven (7) days.

- D. Except in cases where the Board has refused or otherwise fails to implement the provisions of this Article, the Association will indemnify and hold the Board harmless from any and all claims, damages, liabilities, costs and expenses, including court costs and attorneys' fees arising out of the deduction of dues, service fees and assessments or the termination of a teacher as provided in Section O of this Article.
- E. The Association shall certify to the Board in writing, prior to the beginning of each school year, the rate of membership dues for each of the associations named in Section A above which are to be deducted in that school year under such authorization. The amounts of the deductions for such dues are not subject to change during the entire school year.
- F. The deduction of professional dues, when properly authorized, shall be made from one regular paycheck each month for ten (10) consecutive months beginning in September and ending in June of each fiscal school year. Deductions for all teachers shall be made from the first paycheck each month, except September wherein the deduction will be made from the second paycheck and remitted to the proper Association in the same month.
- G. The Association agrees to reimburse any teacher for the amount of any dues or service fee deduction made by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.
- H. 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.
- I. Membership in the Association and the payment of the Association's membership dues is separate and distinct from the payment of a Representative Benefit/Service Fee as set forth in Sections J and K of this Article.
- J. The parties agree that as a condition of continued employment all present and future employees within the bargaining unit shall either become and remain members in good standing in the Association to the extent of paying the regular periodic dues uniformly required, or shall pay to the Association an amount of money equal to that paid by the teachers who are members of the Association, limited, however, solely to the amount of money equal to the Association's regular and usual dues, to the extent permitted by law and which shall not include any special increases or other requirements of the Association for special support from its members in excess of regular dues:
1. Present teachers not members of the Association on the effective date of this Agreement shall, on or before the 31st day following the first day of school become a member in good standing or sign and submit a Representation Benefit/Service Fee form to the Association within ten (10) days after the form is provided to the teacher. New teachers hired after the effective date of this Agreement shall, on or before the 31st day following the first day of school or the day on which the teacher was hired, whichever date is later, become a member in good standing or tender the Representation Benefit/Service Fee as is set forth above in this Section J.
  2. Teachers electing to pay the Representation Benefit/Service Fee may authorize payroll deductions for such fee in the same manner as provided in Sections A through G of this Article or the teacher may pay such amounts directly to the Association at the times designated in Section F of this Article. The Association will provide the Board with the names of those teachers who pay such amounts directly to the Association.



3. The Association shall accept into membership each teacher who becomes eligible to be a member of the collective bargaining unit and who tenders to the Association the periodic dues uniformly required as a condition of acquiring or retaining membership in the Association.
- K. In the event a teacher shall not pay the Representation Benefit/Service Fee directly to the Association or authorize payment through payroll deduction, the Board shall pursuant to MCLA 408.47, MSA 17.27(7), and at the request of the Association, deduct the Fee from the teacher's wages and remit same to the Association under the procedures provided below:

The procedure in all cases of non-payment of the Representation Benefit/Service Fee shall be as follows:

1. The Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. A copy of this notice will be simultaneously mailed to the Superintendent's office.
  2. If the teacher fails to remit the Representation Benefit/Service Fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph (1)(a) above. Such request shall be in writing with a copy to the affected teacher.
  3. The Board, upon receipt of request for involuntary deduction, shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the Representation Benefit/Service Fee to the Association or authorized payroll deduction for same. In the event of compliance at any time prior to involuntary deduction, the request for involuntary wage deduction shall be withdrawn. The Association agrees not to discriminate between persons who have refused to pay the Professional Dues and/or Representation Benefit/Service Fee.
- L. Teachers who are not actively employed (e.g., layoff, unpaid leaves of absence, etc.) are not subject to the terms of this Article.
- M. 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, or any MESSA insurance options. Approved annuity companies shall be limited to those for which the District's business office is making deduction as of April 1, 1997.

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 bargaining unit members 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.

- N. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to nonmembers, along with other required information, may not be available and transmitted to nonmembers until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or nonpayment of the Representation Benefit/Service Fee by nonmembers shall be activated thirty (30) days following the Association's notification to nonmembers of the fee for that given school year.

- O. The Association will certify in writing at least annually to the Board, the amount of the Representation Benefit/Service Fees to be deducted by the Board, and that said fees include only those amounts permitted by this Agreement and by law. This notice shall be provided at least ten (10) days prior to the first deduction of Representation Benefit/Service Fees.

The Association also agrees to furnish the Board, upon request, all information necessary for the Board to review the legal sufficiency of the Association's procedures whereby nonmembers of the Association can challenge Representation Benefit/Service Fees established by the Association, as well as with respect to the proper identification and allocation of Association expenditures which have been characterized by the Association as properly chargeable to bargaining unit members who do not choose to become members of the Association.

The Association agrees to promptly notify the Board of any future litigation where an order has been issued preventing the Association from implementing its "Policy Regarding Objections to Political-Ideological Expenditures" or any successor policy pertaining to the same subject matter. In such event, the Board shall have the right to suspend the involuntary wage deduction procedures specified herein for non-Association bargaining unit members.

Should such involuntary payroll deduction of agency/service fees become legally disallowed, the Board shall, at the written request of the Association, terminate the employment of such bargaining unit member not remitting the agency service fees within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment. Required procedural due process shall be observed. However, termination shall not be required over the failure of any bargaining unit member to either remit or allow deduction of amounts for political action or similar funds of the Association and/or its affiliates.

- P. A teacher who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such teacher shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts of a nonreligious charitable fund exempt from taxation under Section 501(C) (3) of the Internal Revenue Code.

Donation shall be made to one of the four charitable organizations designated below:

1. Eaton Rapids Public Schools Scholarship Fund
2. Eaton Rapids Medical Center – PERCH
3. Eaton Rapids Public Schools Education Foundation
4. Eaton County United Way

## **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.
- 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 stipulated 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 to 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 Teacher Tenure Act (Act 4 of Public Acts, Extra Session of 1937 of Michigan as amended.)
  3. Assignment or reassignment of the co-curricular schedule.
- D. In 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 of Schools. 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, a decision of the Personnel Committee 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.
  - (2) 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 or parties 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 would be used.
- E. Grievances arising under this Article shall be processed during nonteaching 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, 5/6, 7/8, and elementary school building.

#### **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 School District. It is recognized that no final agreement may be executed without ratification by the Board of Education and by the Association, subject to the requirements and conditions of the Public Employment Relations Act. The parties mutually pledge that bargaining representatives of each shall be clothed with 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 contract 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 prior to the start of the school day [and have their classrooms open not later than five (5) minutes prior to the start of the school day] and be on duty for at least ten (10) minutes after the school day. The term "on duty" shall be defined as "the teacher is prepared to engage in his/her professional responsibilities."
  - b. The concept of professional hours recognizes that bargaining unit members do work away from normal work stations and outside of the hours stated in paragraph a., above. This includes such activities as: building staff and departmental meetings, in-service days, grade level meetings, student staffings, IEPC 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. Effective with the 2006-2007 school year, each K-6 teacher 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 is required for the District to receive full school financial aid.
3. K-6 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. Grades 7-8 teachers will have a minimum of 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 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. In the event a building elects to forego a traditional schedule and implement integrated team teaching and the Superintendent or Superintendent's 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.

Prior to 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) the selection of the teachers will be based on seniority and certification and qualification clearly absent of any coercion or involuntary assignment, (6) no zero and/or sixth class hour will be added without a minimum enrollment of 20 students, (7) 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. Within the first month of each school year, administrators and designated evaluators will meet with the teacher(s) for whom they are responsible to provide and discuss written building policies and procedures.
13. 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.

In the event that, 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 not be required to attend assemblies during their preparation period. When an assembly takes place during a time when a special subjects teacher is scheduled to deliver services to a regular classroom, the special subjects teacher shall be responsible for supervision of that classroom's students.
3. Teachers in the elementary and 5/6 buildings will not be required to supervise or instruct physical education.
4. Assignments of elementary aides will be determined by the building principal following discussion with the teacher(s) involved.
5. 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, and majors/minors, and qualifications (if any) under ESEA/NCLB.
  - b. The District will endeavor to assign teachers at the 7/8 and High School buildings no more than three (3) preparations.
6. Teachers shall not be assigned administrative and/or supervisory duties in lieu of normal class assignments when it adversely affects class size. This language will not be interpreted to bring about the unnecessary layoff of any teacher.
7. The 7th/8th grade Teacher Advisory Group (TAG) or reasonable facsimile will operate under these conditions. These are: (1) a TAG size not to exceed seventeen (17) students per TAG;



(2) one intramural coordinator and two intramural instructional personnel (these three are not assigned a TAG); (3) one TAG coordinator released a minimum of one instructional period per day; (4) a minimum TAG period of twenty-five (25) minutes per day unless mutually agreed on by administration and 7th/8th grade faculty; (5) teacher input into the ongoing development of the TAG program.

If financial conditions or teacher assignments create TAG class sizes exceeding seventeen (17) and the Board (or its designee) and middle school faculty cannot mutually agree to an interim method to continue TAG, the program ceases to be a contractual obligation.

C. Class Size

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. 5th/6th Grade, 7th/8th Grade 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. In the event that 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). It is recognized that 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. Professional Study Committee

1. There shall be a Professional Study Committee established which shall be composed of equal representation from the Board and Association with each responsible for the selection of its members.
2. The Committee will review Board policies and will recommend additions and deletions in order to keep District policies current.
3. The Committee may accept special tasks by the Board or the Association for investigation, study and recommendations for action by the Board.
4. Meetings will be scheduled at such times as are mutually agreeable to the members of the 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. It is the desire of the Board and the Association 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. Within ten (10) work days of being so notified, 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. In emergency circumstances the Board may act prior to expiration of the ten (10) work day period. In the latter event, 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 of Education 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. 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.

It is understood by the Board that 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 School 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 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 unappealed 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 and to that extent should not adversely impact the teacher evaluation process.
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 prior to 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.

## **ARTICLE 9 - TEACHER EVALUATION**

### **A. Introduction**

1. Evaluation is a process whereby the effectiveness of the professional staff member is appraised in relation to predetermined goals and objectives, his/her own personal competencies, teaching conditions and administrative procedures.
2. This evaluation shall recognize the worth of the individual and his/her unique role in education and must serve to support and lend positive direction toward individual and group effectiveness.
3. This evaluation must serve to foster self-improvement and be a vital part of the total school plan to improve the goals of education, the instructional process and the educational product.

### **B. Purpose of Evaluation**

1. The first purpose is the use of the evaluation to improve instruction.
2. The second purpose of the evaluation is to fulfill the obligations of the Board of Education as stated under the Teachers' Tenure Act.

### **C. Procedures for Evaluation**

1. Upon employment, or at the beginning of the school year, the teacher's immediate supervisor/evaluator will meet with the teacher/evaluatee for the purpose of advising the teacher, in writing, of the evaluation criteria.
2. Written evaluations shall be done on the form attached to this contract as Appendix C.
3. If a teacher is on an IDP (Individualized Development Plan-for all probationary teachers) or IIP (Individual Improvement Plan - tenure teachers), another evaluator/administrator may be designated by the Superintendent to conduct an additional evaluation. In that circumstance,

the additional evaluator will review the evaluation criteria previously given to the teacher being evaluated.

4. An administrator, other than the immediate supervisor, may participate in the evaluation of teachers who are assigned to that administrator's subject area specialty and/or area of responsibility. Such participation will be accomplished in conjunction with the immediate supervisor. Any evaluation made by such administrator will be presented through the immediate supervisor. All administrators active in the evaluation process shall sign the formal evaluation document.
5. All monitoring and observation of a teacher shall be conducted openly and with the teacher's knowledge.

D. Evaluation Procedures for Teachers

1. At least two evaluations (Appendix C) shall be forwarded to the Superintendent annually for all persons having probationary status.

After having attained tenure, the teacher should be evaluated at least every three (3) years. Additional evaluations of tenure teachers shall be made in cases where there are major changes in teacher effectiveness or when a tenure teacher is on an Individual Improvement Plan. (IIP)\*

\*An IIP shall be considered to be an Individualized Development Plan (IDP) for purposes of applying these contractual evaluation procedures in the context of the Teachers' Tenure Act.

The evaluator shall have made one or more classroom visitations for every teacher under evaluation. After each recorded observation there shall be an observation conference between the evaluator and the evaluatee. Said conference shall be held within a reasonable time.

2. The first evaluation for probationary teachers shall be completed and reports filed with the Superintendent no later than the conclusion of the teacher's first semester. The second evaluation shall be submitted to the Superintendent not later than April 1 or ninety (90) days prior to the probationary teacher's anniversary date, for those teachers hired after the beginning of the school year.

The final evaluation report for tenure teachers shall be submitted on Appendix C no later than June 1.

3. Formal classroom observations shall be a minimum of thirty (30) minutes and shall not be scheduled on days immediately following or preceding holidays or vacation periods.
4. Within ten (10) working days after the evaluator's final observation supporting an evaluation, the evaluator shall have an evaluation conference with the teacher to review the written evaluation. This conference shall also be inclusive of the observation conference (for the final observation) as required by Section D(1) above.
5. An employee may attach a written reply to the evaluation within ten (10) working days of receipt of the evaluation. Where an evaluation of a tenure teacher results in an IIP, the teacher may request an additional observation by another administrator. In absence of agreement between the teacher and the primary evaluator, the Superintendent shall appoint the administrator to conduct the additional observation.

6. The final evaluation report will consist of statements of the evaluator concerning the evaluatee's performance relative to the Goals for Performance.
  7. A check of "IIP status" on Appendix C will require implementation of Instructional Improvement Procedures for a tenured teacher.
  8. Three (3) copies of the written evaluation shall be submitted to the teacher; two (2) copies to be signed and returned to the administration; one (1) to be retained by the teacher. The teacher's signature indicates receipt of the evaluation only.
- E. Each teacher shall have the right, upon request, to review all evaluation material contained in his/her personnel file in accordance with the procedures specified in Article 10, Section J, of this Agreement. An Association Representative may, at the teacher's request, accompany the teacher in said review.
- F. Documents of a disciplinary and/or evaluative nature shall be signed and dated by the teacher prior to being inserted into the personnel file.
- G. The Role of the Board of Education -- The final decision on the employment of school personnel and their continuance rests with the Board of Education. In any matter related to the public schools of Eaton Rapids, the Board of Education 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.
- H. Teachers with Identified Performance Deficiencies

An IIP shall be implemented for tenure teachers who have been placed on controlled evaluation status. It may also be implemented in the event that the evaluator has identified problems which, if not resolved, may lead to a recommendation for termination, or disciplinary action related to instructional performance.

A tenure teacher who receives an overall evaluation rating resulting in the issuance of an Individual Improvement Plan shall be granted a hearing with the Superintendent upon request to review alleged erroneous data as reflected in the teacher's attached comments to the evaluator.

I. Individual Improvement Plan (IIP) - Tenure Teachers

1. Identification of Areas Needing Improvement

The evaluator must provide the evaluatee with a written statement identifying the problem and expectations for improvement of performance.

2. Development of IIP

The evaluator, in consultation with the evaluatee, will develop a written IIP to improve performance in the area(s) identified.

3. Providing Assistance

The evaluator will assist the teacher in acquiring resources which may be necessary to alleviate the problem. Such resources may include printed materials, other staff members with expertise in the problem areas, etc.

4. Observations

The evaluator will make observations sufficient in number to enable him/her to develop perceptions of the teacher's performance relative to the goals of performance and progress toward any areas which may have been identified in which improvement is desired.

5. Conferences

Conferences between the evaluator and evaluatee will be sufficient in number in order to accomplish the following tasks:

1. The evaluator shall provide the evaluatee with frank perceptions of the evaluatee's performance.
2. The evaluator shall advise the evaluatee of any identified areas of performance in which improved performance is necessary, desired, and/or encouraged.
3. The evaluator and evaluatee shall discuss any needed provision for assistance to the evaluatee.

6. Monitoring Progress and Providing Feedback

The evaluator and evaluatee shall meet monthly (more frequently by mutual agreement) to discuss the progress and performance of the evaluatee.

7. Final Tenure Evaluation Report (by June 1); Final Probation Evaluation Report (April 1 or 90 days before probationary teacher's anniversary date).

8. In the event that the final evaluation report contains a recommendation that a tenure teacher be placed on IIP status for the following school year, the teacher shall be advised in writing of the reasons for that recommendation.

9. The final report for tenure teachers (Appendix C) shall be submitted to the Superintendent no later than June 1.

10. The Individual Improvement Plan shall specify a time interval for accomplishment of remediation, which shall normally be one (1) semester and which will not exceed two (2) semesters.

## **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 utilized to assist in fulfilling these responsibilities.

1. A teacher may send to the principal and/or request the removal of a pupil 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 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 a copy 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. In any case where a teacher and administrator fail to agree upon 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.
- 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 this shall not enable or require any teacher or administrator to violate laws or regulations pertaining to confidentiality of pupil records or communications.
- Prior to 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.
- D. In administering discipline, the District shall apply its rules, orders and penalties in an impartial and equitable manner. All investigations regarding alleged breaches of proper teacher conduct shall be conducted fairly and objectively, and with the teacher's knowledge, unless the investigation would be compromised if the teacher knew of the investigation. In all cases, the teacher shall be informed of the investigation before its conclusion. Upon the conclusion of the District's investigation, if it is determined that the teacher should be disciplined, the teacher will be advised promptly of the disciplinary action and the reasons for such action. No teacher shall be reprimanded and/or disciplined without due process in accordance with the collective bargaining agreement. Should disciplinary action be likely to occur at a given meeting, the teacher shall be informed prior to the meeting of said possibility and shall be advised by the administrator of the teacher's right to Association representation.

- E. Non-probationary teachers shall not be reprimanded and/or disciplined without just cause. While a teacher is on probation, he/she shall not be reprimanded and/or disciplined in an arbitrary and/or capricious manner, which shall include both the reason for and the administration of discipline. The nonrenewal of a probationary teacher for unsatisfactory performance shall not constitute discipline within the meaning of this section. The Board will follow a policy of progressive discipline, which includes the following levels of discipline: verbal warning, written warning, written reprimand, suspension with pay, suspension without pay, and discharge. The Association and the Board recognize that discipline may necessitate a more severe level according to the grossness of the action.
- 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 for the intended purpose of being officially reprimanded or disciplined regarding any infraction of rules or delinquency in teaching responsibilities. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Provided, however, the principal, in any and all instances, may also request that the Association Representative be present on any disciplinary matter unless the teacher objects. If an Association Representative is requested to be present, no more than two (2) working days may lapse before such meeting is held, unless an extension is mutually agreed to by both parties. It is understood that a teacher may waive the right to have an Association Representative present and that warnings and reprimands related to a teacher's performance or assigned duties may be discussed privately between the teacher and principal.
- G. Written reprimands which are placed in a teacher's personnel file shall first be signed and dated by the teacher. Should a teacher disagree with the contents of the reprimand being placed in his/her file, he/she may have his/her written objections attached to such reprimand.
- H. 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, unless receiving the complaint would compromise an investigation.
  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 prior to taking any disciplinary action. The teacher shall be given an opportunity to respond to the complaint (including, where appropriate, a meeting with the parent) before any disciplinary or other corrective action is taken.
  4. In the event the nature of any complaint may cause the teacher's principal to question the teaching ability of the teacher, no conclusion that the teacher is deficient in the act of teaching shall be drawn, without first conducting an evaluation consistent with the procedure outlined in Article 9, Section H.
- I. 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 in order 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.

- J. 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 (such as 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 prior to 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 thereto and said response shall become part of said file.
  3. In the event that 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.

K. It is recognized that 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. In the event 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 is in conformance 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 disciplinary or evaluative 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.

- L. 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.

- M. 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.

## 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 utilize 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 utilized more sick leave than that which has been earned must reimburse the School 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. The Board will furnish a written statement to each teacher at the beginning of the school year stating the number of days of sick leave that the teacher has accumulated.
- b. Sick leave shall not be taken by an employee at his/her discretion, but shall be allowed only in case of necessity in the event of 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.

- c. In case an illness necessitates the teacher's absence from work, this absence shall be reported by telephone before 7:00 a.m. Teachers shall be informed of a telephone number they may call before this hour to report unavailability for work. In order to receive compensation while absent on sick leave, the teacher must meet the rules of eligibility set forth in this Agreement.
- d. Prolonged Disability - A prolonged disability shall be defined as absence from work for five (5) consecutive days or more. Any teacher shall notify the building principal 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, 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 provisions of 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 four (4) days per occurrence will be granted for death in the teacher's immediate family. For purposes of this Section, immediate family shall be 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 two (2) days per school year will be granted for a death outside the immediate family when approved by the Superintendent or by the principal 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 of Schools 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 of Schools 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.

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.

An additional one (1) day to be used for the teacher's personal business may be granted at the discretion of the Superintendent.

A teacher planning to use a personal leave day shall notify his principal at least one (1) day in advance, except in case of emergency. 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. A maximum of four (4) days per school year may be granted by the Superintendent 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, and provided further, that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the cost to the Board of providing a substitute.

**B. Unpaid Leaves**

1. Upon written application to the Board of Education by a teacher whose personal illness or disability has extended beyond the period compensated under Article 11, the Board of Education 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 (male or female) teacher for the purpose of family (family 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 to 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 prior to the expiration of the leave. However, the Board of Education 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 military 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 system 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 of Schools, and shall not necessitate approval of the Board.
8. The President of the Association or his/her designee shall be permitted to take up to twenty (20) days per year for Association business. The EREA shall reimburse the School District the salary of the substitute for each day used.
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. In the event of 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.

On return from personal leave, the employee shall be placed in the position he/she held prior to the leave unless said leave lasts longer than ninety (90) days, in which case C.4. of this Article shall govern.



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 of Education 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 prior to the next regularly scheduled Board meeting to be placed upon the Board of Education's 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 prior to 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 prior to 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 School District. Failure to comply with any of the terms or conditions established by the Board or the Superintendent with regards 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 or grievances 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. Upon return from a leave of absence, a teacher shall be reinstated to a vacancy for which he/she is certified and/or in his/her major or minor field. Should no vacancy exist, the returning teacher shall displace the least senior teacher occupying a position for which the returning teacher is certified and qualified. The term "qualified" shall be as defined in Article 13 of this Agreement. Assignment of a teacher returning from leave in accordance with the above standards shall be considered as restoration to an equivalent position for purposes of applying the Family and Medical Leave Act (FMLA). Restoration may be denied in the event of a reduction in personnel, in accordance with the procedures set forth in Article 13 of this Agreement.
5. 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 utilized.

D. Family and Medical Leave

- 1. Upon request, the employer shall grant a leave of absence to any bargaining unit member, 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 returned to the 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 twenty-first (21<sup>st</sup>) 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.
1. All vacancies will be posted in each school building.
  2. The designated Association Building Representative will be responsible for the posting of such notice and will be required to submit a dated receipt of the posting.
  3. No vacancy shall be permanently filled until such vacancy shall have been posted a minimum of five (5) workdays.
  4. Should a vacancy occur during a period when school is not in session, the vacancy shall be posted in Central Office with copies mailed to the Association President and the designated Association Representatives. Such vacancies shall not be permanently filled until seven (7) business days after the date of initial posting.
  5. In filling vacancies, the Board shall give first consideration to teachers on layoff and involuntarily extended leaves of absence on the basis of seniority, certification and qualifications before considering other transfer requests.  
  
Exception: Positions open due to a teacher's absence of either an unknown duration or of a known duration of less than two (2) semesters need not be posted and may be filled on a temporary basis by a substitute until the end of the school year. If it is known at the time of a leave request that a position will be open for ninety (90) or more work days, any certified and qualified laid off teacher will first be offered the work. If it is known at the time of a leave request that a position will be open for two (2) semesters, the position will be posted as a vacancy, subject to Section A(7) of this Article.
  6. A classroom position in the elementary and 5/6 buildings open as a result of a teacher leaving the position shall not be considered a vacancy if the position (and all other positions vacated as a result) is filled in accordance with the following procedures:
    - a. All teachers in the building are notified of the open position at least twenty-four (24) hours in advance of filling the position.
    - b. The most senior certified and qualified teacher from within the building applying for the position shall be assigned to the position.
    - c. Positions not filled by a volunteer from within the building shall be posted as a vacancy.
  7. If a teacher's position is eliminated and the teacher accepts an assignment in another building, and a vacancy should occur before July 1 in the building he/she left, then the teacher may claim the position in accordance with A.6.
  8. Vacancies, other than newly created positions, which become available after Fourth Wednesday, need not be posted and may be filled on a temporary basis until the end of the school year. Such positions shall be posted at the end of the school year in accordance with this Article.

Teachers hired to fill these temporary positions shall not be considered a part of the building staff for purposes of implementing Article 12, Section A (6), above.

- 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 bargaining unit vacancy, the following criteria and procedures shall apply:

- 1. No bargaining unit member who makes application will be transferred if he/she does not have the certification, majors/minors or requisite experience (see Article 8, Section B(5)(a)) and successful teaching experience.

If two (2) or more bargaining unit members wish to be transferred and both have the certification, major/minor or requisite and successful teaching experience for the position, the teacher with greater seniority shall be transferred unless the certification and qualifications of the less senior teacher are demonstratively superior.

- 2. The parties recognize that the filling of such vacancies according to this Article is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final unless the Board's decision has been found to be arbitrary, capricious, or discriminatory.

- E. 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 member 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 member 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 member will notify the administrator that completed the bargaining unit member's evaluation of his/her intent to continue in the position. If the bargaining unit member does not wish to continue in the position, then the position will be posted.

This language does not supercede 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 school system 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.

- F. In order for the District to be able to meet efficiently and effectively the needs of students requiring Homebound Teaching Services, the following procedure will be used:

- 1. Each time the need arises, a position for Teacher of a Homebound Student will be posted.

2. When a student in need of Homebound Teaching Services is identified, the student's classroom teacher will be given the first opportunity to take the assignment; over-riding seniority.
3. If the student's classroom teacher does not wish to take the assignment, it will be offered to a teacher who has responded to the posting and who has the most appropriate qualifications including seniority.

A teacher to whom such an assignment is offered may choose not to accept the assignment without losing his/her eligibility for future assignments. However, a teacher to whom such an assignment is offered must accept or reject the entire assignment, i.e., must teach all of the hours per week, and must continue to teach for the entire duration of the assignment even if it is extended beyond the original planned ending date, but not to exceed the current school year.

Payment for Homebound Teaching Services will be made at the same hourly rate as for BA-1 on the current Schedule A Wage Schedule.

- G. In the filling of vacancies at the supervisory and executive levels and the filling of newly created supervisory and executive positions, the Board will give due consideration to applications filed from within the system. The parties recognize that the filling of such vacancies is a prerogative of the Board and the decision of the Board with respect to such matters shall be final.
- H. Although the Board and the Association recognize that frequent transfers of teachers from one school to another and frequent changes of assignments are disruptive to the educational process and interfere with optimum teacher performance, they also recognize that some transfers and changes of assignment for administrative purposes and to ensure fair distribution of experienced and qualified teachers throughout the system will be necessary.
- I. Such transfers and changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher shall be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.
- J. It is recognized that sometimes involuntary transfer or changes in assignments must occur due to factors not within the control of the administration. However, it is also recognized that the last minute changes in assignments often require the classroom teacher to adjust his/her entire daily teaching preparation. Accordingly, it is agreed that the administration will notify a teacher of changes in assignment as soon as reasonably possible after the change is known to the administration; but those changes which do occur with less than ten (10) days (workdays during the school year; Monday through Friday during the summer months) will require notice to the Association and a meeting within two (2) days thereof with the teacher, Association Representative and the Administration for the purpose of determining what, if any, assistance will be given the teacher such as retraining under Paragraph K hereof, or such other assistance as may be determined.
- K. Teachers displaced due to reduction of staff and/or recall shall be returned to their former assignment, at their request, as soon as possible following the opening or reinstatement of their former assignment. This shall take precedence over Sections A and D of this Article.
- L. Teachers involuntarily transferred shall have preference over all other teachers employed for vacancies subsequently occurring for which the teacher is certified and qualified, provided the transfer does not cause another involuntary transfer or cause a layoff or prevent the exercise of recall rights under the

terms of this contract. This provision shall not apply when the involuntary transfer was for disciplinary or performance related reasons.

- M. 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.
- N. 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.
- O. 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 - REDUCTION OF STAFF**

- A. In the event that the Board decides to reduce the number of employees through layoff of employment, or to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate a position or positions, the Board shall lay off last those teachers with a Michigan Teaching Certificate or appropriate credential having longest service in the District and who are qualified to teach the positions remaining.
  - 1. The phrases "longest service in the District" or "number of years in the system" shall be computed from the last day of hire and shall not be interrupted by leaves of absence approved by the Board or transfer to administrative positions, subject, however, to Paragraph H(4).
  - 2. Qualified teachers are those teachers who meet the minimum requirements under ESEA/NCLB and the Michigan Department of Education.
  - 3. In cases where teachers are equally qualified and have the same number of years in the system, the Board shall have the right to determine who is laid off, provided, however, such action shall not be contrary to the priorities established under the Teachers' Tenure Act or its successor law.
  - 4. The Board shall give twenty-one (21) or more calendar days' notice of such layoff to the Association and to the employees involved.
- B. A teacher laid off pursuant to this Article 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).

- C. The Board shall have no obligation to recall any nontenure teacher laid off pursuant to this Article or to recall any tenured teacher who has been laid off for three (3) or more years.
- D. Tenure teachers shall be recalled in the opposite manner as described in Paragraph A for layoff.
- E. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of the teacher to notify the Board of any change in address. The teacher's address, as it appears in the Board's records, shall be conclusive when used in connection with layoffs, recall, or any other notice to the teacher. If a teacher fails to provide notice of intent to return within five (5) days from the date of receipt of the written recall document, said teacher shall be considered a voluntary quit or resignation. If a teacher fails to report for work within five (5) days of receipt of notification to report to work, unless an extension is granted in writing by the Board, said teacher shall be considered a voluntary quit and shall thereby completely terminate the individual employment contract and any other employment relationship with the Board.
- F. In the event of a necessary reduction in staff, the Board agrees to grant requests for voluntary leaves of absence provided that the teaching position(s) or the leave applicant(s) can be filled by another bargaining unit member. Such leave of absence shall not exceed one (1) school year.
- G. The Board shall publish a seniority list and distribute it to all teachers by October 15 of each year.
  - 1. Teachers shall be listed in order, starting with the teacher with the longest service in the bargaining unit.
  - 2. The seniority list shall also list the teacher's longevity credit and certification with majors/minors.
- H. Seniority shall accrue from the first day of work as a bargaining unit member.
  - 1. A part-time teacher shall accrue seniority on a prorated basis.
  - 2. A teacher in a job-share position, under the terms of Article 18, shall accrue seniority as if employed full time.
  - 3. A teacher on an approved unpaid leave of absence under terms of this Agreement shall not accrue seniority while on leave, except as provided in this Agreement.
  - 4. Administrators shall not accrue seniority while in administrative positions. If a teacher becomes an administrator and later returns to the bargaining unit, he/she shall be reinstated with the seniority he/she had at the time he/she left the bargaining unit.
- I. Seniority shall be lost upon severance of the employment relationship between the teacher and the District.

#### **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. Contractual salaries will be paid in twenty-six (26) equal payments. 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 prior to 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. In the event 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 or 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 ten (10) 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. In the event 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. The parties agree that 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 position was posted in accordance with the contract.
  - b. The teacher applied for the position.
  - c. The teacher was notified of appointment to that position.
2. The District administration will take steps to notify building administrators of the need to post positions where extra compensation is expected (except for Administratively Assigned Duties).
  3. The Association will take steps to notify their membership 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 the usual five (5) class periods and one (1) unassigned preparation period as outlined in Article 8 shall be compensated as follows:

1. A 7-8 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. Longevity -- In recognition of long-term service, the following longevity salary improvement schedule will be applied in addition to an individual's base salary:

After 18 years of service in Eaton Rapids, an additional \$1,500.00;  
After 25 years of service in Eaton Rapids, an additional \$3,000.00; and  
After 27 years of service in Eaton Rapids, an additional \$4,500.00.

- L. 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 the provisions of this Section.

M. The Board will reimburse up to five hundred dollars (\$500) per school year to teachers who are in their first six years of teaching and have not yet completed the required eighteen (18) semester hours of additional college credit required to receive a continuing certificate. This reimbursement will be for successfully completed college courses that are directed toward their continuing certificate and completed college courses that are directed toward their continuing certificate and in which a grade report of 3.0- ('B' or the equivalent) or higher was achieved.

N. **EATON RAPIDS PUBLIC SCHOOLS RESIGNATION INCENTIVE PLAN**

The Board of Education of the Eaton Rapids Public Schools ("Board") and the Eaton Rapids Education Association ("Association") hereby agree to this Resignation Incentive Plan.

1. **Purpose of Plan.** The purpose of the Plan is to assist employees of the Board who are covered by the Plan who are desirous of terminating employment sooner than they would otherwise retire. Participation in the Plan is totally voluntary on the part of an eligible employee. If an eligible employee elects not to resign under the Plan, the employee's election shall not have any impact on the employee's current or future employment with the Board.
2. **Eligibility.** To be eligible for the resignation incentive benefit all of the following conditions must be satisfied:
  - a. The Board's Employee must be actively employed by the Board as a current member of the bargaining unit represented by the Association at the end of the school year that the Employee's resignation is effective.
  - b. The Employee must have at least ten (10) years of service in the bargaining unit represented by the Eaton Rapids Education Association as of June 30, 2004; or at least ten (10) years of service as of June 30, 2008.
  - c. The Employee must resign effective June 30, 2004 or June 30, 2008.
  - d. The Employee must submit to the Superintendent of Schools an irrevocable letter of resignation containing the effective date of his/her resignation and an executed and completed election form entitled "Application for Resignation Incentive Benefits." A copy of the election form is attached and incorporated herein by reference. For Employees resigning effective June 30, 2004, the letter of resignation and election form must be submitted no later than June 30, 2004. For employees resigning effective June 30, 2008, the letter of resignation and election form must be submitted between September 1, 2007 and March 1, 2008.
3. **Incentive Benefit.** The Board shall provide an Employee who resigns in accordance with this Plan \$40,000. The aforementioned amount shall be paid in four (4) annual \$10,000 installments. The first annual installment shall be paid no later than August 31<sup>st</sup> of the calendar year in which the resignation is effective and the subsequent annual installments shall be made on or before August 31<sup>st</sup>. Subject to applicable contribution limits under the Internal Revenue Code (the "IRC"), the installment payments by the Board shall be made as a non-elective employer paid lump sum contribution to the IRC 403(b) plan to be established by the Board. If any

amount of the contribution exceeds the Employee's applicable contribution limit, the portion of the contribution in excess of the Employee's applicable contribution limit shall be paid directly to the Employee, subject to applicable employment tax withholding. The 403(b) plan shall be established through MEA Financial Services or another provider mutually agreed upon by the Board and the- Association.

4. Conditions and Limitations.
  - a. If an employee participating in this Plan dies prior to receiving all scheduled payments, any unpaid balance will be paid to his/her designated beneficiary.
  - b. Each employee is advised to consult an attorney before submitting his/her irrevocable letter of resignation and the election form entitled "Application for Resignation Incentive Benefits".
  - c. An employee who participates in the early retirement incentive plan set forth in Article 14, Section L of the Collective Bargaining Agreement between the Board and the Association shall not be eligible to participate in this Plan. An employee scheduled to participate in the early retirement incentive plan set forth in Article 14, Section L of the Collective Bargaining Agreement between the Board and the Association and resign as an employee of the Eaton Rapids Public Schools effective June 30, 2004 shall have the option of instead participating in this Plan.
  - d. Unless the Board, in its discretion, determines otherwise, a maximum of twenty-five (25) employees who resign effective June 30, 2004 and a maximum of twenty-five (25) employees who resign effective June 30, 2008 shall be permitted to participate in this Plan. In the event more than the maximum number of employees permitted to participate apply for participation, seniority shall be used as the basis for determining which employees shall be permitted to participate in this Plan. If an employee is not permitted to participate in this Plan pursuant to this subparagraph of this Plan, the Letter of Resignation and Application for Resignation Incentive Benefits submitted by the employee shall be null and void.
5. Other Employment. An employee who elects to participate in this Plan may accept other employment without affecting his/her eligibility to participate in this Plan and receive the resignation incentive benefit. However, the Board has no obligation to rehire any employee who voluntarily terminates employment under this Plan.
6. Funding of Benefits. This Plan shall not be funded with a separate trust or escrow arrangement. All benefits shall be paid from the Eaton Rapids Public Schools' general assets.
7. Plan Administrator. The Superintendent of Schools shall be the Plan Administrator and named fiduciary under this Plan. The Plan Administrator shall have the discretionary power and authority to administer this Plan in accordance with its terms and applicable laws and regulations. The Plan Administrator shall exercise his authority in a nondiscriminatory manner. The Plan Administrator's duties include, but are not limited to, the right to interpret the terms of this Plan. Specifically, the Plan Administrator may decide all questions regarding eligibility for participation, eligibility for benefit payments and the amount of benefit payments.
8. Appeal Procedure. An eligible employee, or his or her personal representative, may file an appeal in writing under this Plan if the participant believes he or she has been treated unfairly with respect to this Plan or has been improperly denied the resignation incentive benefit. A

written appeal must be filed with the Plan Administrator within sixty (60) days of the denial or alleged unfair treatment.

The Plan Administrator will make a full and fair review of the appeal within sixty (60) days and provide written notice as to the decision regarding the participant's appeal. If the appeal has been denied in whole or in part, the written notice shall set forth the specific reason(s) for the denial.

Any eligible employee, or his or her personal representative, whose appeal has been denied in whole or in part may within sixty (60) days after receipt of the notice of such denial submit to the Plan Administrator a written request for review of the denial. In that event, the Board shall make a full and fair review of such decision within sixty (60) days after receipt of the written request for review. Any decision by the Board shall be subject to further review pursuant to the grievance procedure contained in the Collective Bargaining Agreement between the Board and the Association.

9. Governing Law. To the extent it is not pre-empted by federal law, this Plan shall be governed in all respects by the laws of the State of Michigan.
  
10. Term of Plan. This Plan shall be effective beginning with the date it is approved by the Board and shall terminate upon payment of resignation incentive benefits required by paragraph 3 of this Plan. Termination of this Plan shall not affect the receipt of resignation incentive benefits by eligible employees in accordance with paragraph 3 of this Plan. Nothing in this Plan shall be construed to imply that it or any other plan will be or will not be continued or offered in the future. This Plan shall not be regarded as an obligation, established working condition or as a term or condition of employment which shall continue after its expiration.

**EATON RAPIDS PUBLIC SCHOOLS  
APPLICATION FOR RESIGNATION INCENTIVE BENEFITS  
ELECTION FORM**

I, \_\_\_\_\_, hereby acknowledge and affirm that I have voluntarily elected to resign effective June 30, 2004, (or June 30, 2008) as an employee of the Eaton Rapids Public Schools and receive early resignation incentive benefits in accordance with the Resignation Incentive Plan approved by the Board of Education of the Eaton Rapids Public Schools and the Eaton Rapids Education Association. I acknowledge that I have received a copy of the aforementioned Plan and fully understand all of its provisions.

I further acknowledge and affirm that I have freely and voluntarily elected to resign from and terminate my employment with the Eaton Rapids Public Schools effective June 30, 2004 (or June 30, 2008). I also acknowledge that I could have elected to not resign and not participate in the Resignation Incentive Plan and that such election would have had absolutely no impact or consequences upon my current or future employment or status with the Eaton Rapids Public Schools. In consideration of the early resignation incentive benefit provided pursuant to the aforementioned Plan, I agree that I shall not seek re-employment with the Eaton Rapids Public Schools unless requested to do so by the Superintendent of Schools.

I acknowledge that I have not relied upon any representation or statement, written or oral, not set forth in the aforementioned Plan or this election form. I also acknowledge and agree that I have had an opportunity to contact and communicate with the Michigan Public School Employees Retirement System to obtain any and all necessary information and confirmation of my retirement eligibility as well as my anticipated benefits under the Michigan Public Schools Employees Retirement System, including any impact or consequence(s) of the benefits of the Resignation Incentive Plan and that I have determined that the terms and conditions of the Resignation Incentive Plan are acceptable and satisfactory to me.

I acknowledge and agree that I have the sole responsibility for the payment of any taxes that may be owed as a result of payment or receipt of the incentive benefit provided under the aforementioned Plan. I acknowledge and agree that the Eaton Rapids Public Schools and its officers, employees and agents shall have no liability regarding the tax consequences of payment or receipt of the incentive benefit under the aforementioned Plan. I further acknowledge that no representations have been made by any representative, employee or agent of the Eaton Rapids Public Schools with respect to the tax consequences of payment or receipt of the incentive benefit under the aforementioned Plan.

In consideration of the early resignation incentive benefit provided to me pursuant to the aforementioned Plan, I hereby release the Eaton Rapids Public Schools, its Board of Education, past and present Board members, employees and agents from any and all claims, demands, suits and causes of action I may have related to the termination of my employment, including but not limited to contract claims, tort claims, employment discrimination claims, age discrimination claims (including claims arising under the Age Discrimination in Employment Act of 1967, as amended) and tenure claims, except as may be necessary to enforce the terms of the Plan and this election form. This release and waiver does not waive rights or claims pertaining to alleged age discrimination arising under the Age Discrimination in Employment Act of 1967 that may arise after the date this election form is executed.

I acknowledge that I have been advised in writing to consult with an attorney prior to executing this election form and resigning. I further acknowledge that I have been given a period of at least forty-five (45) days to consider the aforementioned Plan and this election form prior to executing this election form. Further, I acknowledge that my letter of resignation and this election form may be revoked during the seven (7) day period following the date they are submitted and that they are irrevocable after that date.

I acknowledge receipt of information identifying the employees in the bargaining unit who are eligible to participate in the Resignation Incentive Plan, together with their respective ages and identifying the

employees in the bargaining unit who are ineligible to participate in the Resignation Plan, together with their respective ages. This information is provided pursuant to Section 626(f)(1)(H)(ii) of the Age Discrimination in Employment Act.

I acknowledge that no representations have been made to me by the Board of Education or any representative of the Board of Education regarding the availability, unavailability, level or character of resignation or severance or resignation benefits which may or may not be made available in the future to employees of the Eaton Rapids Public Schools. I understand that different or reduced benefits may be made available in the future and I expressly disclaim any reliance on representations to the contrary.

I acknowledge and agree that my eligibility for participation in the Resignation Incentive Plan has been derived from the collective bargaining process between the Board of Education of the Eaton Rapids Public Schools and the Eaton Rapids Education Association and that any asserted breach of the Resignation Incentive Plan and documents related to that Plan, including this Application for Resignation Incentive Benefits Election Form, shall be subject to resolution through the grievance procedure under the terms of the Collective Bargaining Agreement in effect between the Board of Education of the Eaton Rapids Public Schools and the Eaton Rapids Education Association at the time that the dispute arises.

I acknowledge and understand that my voluntary resignation is intended to preclude my application for and receipt of unemployment benefits under the provisions of the Michigan Employment Security Act and may be presented to disqualify me from receipt of unemployment compensation benefits as evidence of a voluntary termination of employment without cause attributable to the Eaton Rapids Public Schools.

Dated: \_\_\_\_\_  
Employee

Date election form received: \_\_\_\_\_

Election form received by: \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the County  
of \_\_\_\_\_, State of Michigan

My commission expires \_\_\_\_\_.

## ARTICLE 15 - INSURANCE PROTECTION

- A. The Board shall fully pay the MESSA PAK Plan A TriMed premium rate in effect on July 1, 2005, for the 2006-07 school year, without cost to a full-time employee and his/her eligible dependents. The employee may select either the MESSA PAK Plan A or Plan B benefit programs. MESSA PAK Plan B shall remain fully paid. Employees may continue to select the MESSA PAK Plan A, with Super Care 1 health insurance, provided the employee agrees to pay the difference in premium rates between the MESSA PAK Plan A Super Care 1 health insurance program and the MESSA PAK Plan A TriMed health insurance program. Such payments shall be made through an employer-sponsored Section 125 salary reduction program.

There will be no changes in insurance company or insurance product unless mutually agreed to by the Association and the Board.

The changing of the health care contribution in this contract will be changed by the Board in April 2007, to the current insurance rates in effect July 1, 2006, if student enrollment is 3130 (or higher) or if the passage of the K-16 Proposal (Proposal 5) nets the district \$400,000 in a combination of reduced expenses or increased revenues. If the District nets less than \$400,000, but at least \$100,000, then there will be a pro-ratio applied to the insurance amount increase noted in the contract for the 2006-2007 school year.

### PLAN A

(For employees electing health insurance)

**Health	-	TriMed
Long-Term Disability	-	66 2/3%
	-	\$3,500 Maximum
	-	90 Calendar Days - Modified Fill
	-	Pre-Existing Condition Waiver
	-	Freeze on Offsets
	-	Alcoholism/Drug - same as any other
	-	Mental/Nervous - same as any other
	-	Cost of Living Benefit
Negotiated Life	-	\$10,000 with AD&D
Vision	-	VSP-1
Dental	-	75/50/75: \$1,200

### PLAN B

(For employees not electing health insurance)

Long-Term Disability	-	Same as Plan A
Negotiated Life	-	\$20,000 with AD&D
Vision	-	VSP-3
Dental	-	100:90/90/90: \$1,500

If Plan B nets 12 new members over the current number of bargaining unit members enrolled in Plan B, then the cash-in-lieu shall increase to \$6,000 per year. The program will not go into effect unless there are a net of 12 new members.

For the 2006-2007 school year, the Board and the Association will jointly request that MESSA provide a special open enrollment period for an additional 30 days beyond the date that this agreement is ratified in order to allow additional members to consider Plan B.

- B. Part-time bargaining unit members 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 MESSA PAK 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 otherwise 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.
- 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 MESSA PAK 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 husband and wife (as well as dependent children) shall not be permitted where both spouses are employed by the Eaton Rapids Public Schools 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 with regard to coverage for their dependent children.
- J. If a teacher fails to return from a leave taken under the FMLA (except in the event of 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 D and may not be altered without agreement of the Association.
- 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 Curriculum Committee.
- D. Kindergarten classes shall be alternated for the half days scheduled.
- E. 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.
- F. 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 members shall 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 member in accordance with his/her step and level on the salary schedule.

The rescheduling of such "Act of God" days or hours shall be as required by State law. Should the State law be amended during the term of this Agreement to permit "Act of God" days or hours without a requirement that such days or hours be rescheduled, the parties agree to revert to the practice and language in effect under the terms of the 1983-85 Collective Bargaining Agreement, as amended. This provision provided: "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."

- G. 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.
- H. On all half days, students report a.m. only.
- I. 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.
- J. Conference hours are to be determined by mutual agreement between the teachers and principal of each building. Nine (9) hours of conference per semester shall be scheduled for grades 1-8. Eighteen (18) hours of conference per year shall be scheduled for grades 9-12. Kindergarten teachers shall be released one (1) additional day and be scheduled for fifteen (15) hours of conferences per semester. Teachers will be excused upon completion of conferences.
- K. The following conditions will govern the school calendar:
  - 1. Orientation for staff new to the District shall be held on Wednesday and Thursday, or two days of the week preceding the first day of school as agreed to by the grade level/curriculum

facilitator and building principal. The first student day shall be the Tuesday following Labor Day.

2. Christmas vacation will be determined in accordance with the following schedule:

<u>If Christmas Falls On</u>	<u>Schools Close On</u>	<u>Schools Begin Again</u>
Sunday	December 16	January 3
Monday	December 22	January 8
Tuesday	December 21	January 7
Wednesday	December 20	January 6
Thursday	December 19	January 5
Friday	December 18	January 4
Saturday	December 17	January 3

3. Spring break will be scheduled the five (5) days of the first week in April. "First week in April" is defined as the first week containing five (5) school days (i.e. Monday through Friday) in April.

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

- M. 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. Professional development will be conducted on the first two teacher workdays of the school year (August 28 and 29) and for a portion of the third teacher workday (August 30). Grades K-12 shall have two additional professional development days (January 15 and February 16).

Grades 9-12 will meet after school for professional development hours to bring its schedule up to 1098 hours. The building EA and administration will decide when the after school professional development will take place. A minimum of a week's notice will occur

Such Professional development time shall be scheduled in at least one (1) hour blocks. 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

A teacher's absence from District-wide or Building Level Professional Development will be handled in accordance with the provisions for Leaves of Absence as described in Article 11 of this Agreement.

## **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 Eaton Rapids Board of Education.
- 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.

## **ARTICLE 18 - JOB SHARING**

- A. It is agreed between the parties that the Master Contract shall be modified to allow 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.
  - 1. 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.
  - 2. The teacher(s) shall have the options of renewing the established job-sharing assignments, creating another job-sharing assignment or returning to a position equivalent to that held previous to the job-sharing assignment.
  - 3. While involved teachers may choose the assignment to be shared, it is expressly understood that upon dissolution of the shared assignment, the more senior teacher shall retain incumbent building rights and the junior teacher shall be considered displaced.
  - 4. The junior teacher shall have the right to displace the teacher with the least district-wide seniority provided he/she has the necessary certification.
  - 5. Should the junior teacher not possess the necessary seniority and certification to effect Paragraph 4 above, he/she shall have the option of creating another job sharing assignment or be subject to layoff.
- D. Job-sharing situations shall be arranged by the teachers involved and presented to the Superintendent of Schools and the Association President by May 1 annually. The foregoing May 1 may be extended upon mutual agreement of the parties.
- E. In order to establish 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.
- F. 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.
  - G. Teachers in a shared job assignment shall accrue seniority as if employed full time.
  - H. Teachers in a shared job assignment shall accrue the pro rata share of salary schedule increment.
  - I. 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 Master Contract.\*
  - J. 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.
  - K. 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

- a. Tri-Med Plan A  
at the Single Subscriber Rate

Program #2

- 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**

In the event the Eaton Rapids School 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 Curriculum Council (DC<sup>2</sup>) and Building Improvement Teams (BIT) established for each building in the District.

- 1. Bargaining unit membership on the DC<sup>2</sup> will be the Grade Level/Department Facilitators (GL/DF). Compensation for GL/DF is addressed in Schedule B.
- 2. 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 test data analysis/utilization
  - f. Assist in staff development/planning
  - g. Assist in budget development
  - h. Participate in District curriculum development
  - i. Assist in information dissemination
  - j. Conduct monthly grade level/department meetings
  - \* k. Be a member of the BIT
    - l. Be a participant on the DCCT DC<sup>2</sup>
- \* This applies only to GL/DF grades 5 – 12.
- 3. The qualifications of GL/DF will be:
  - a. Must be a tenure teacher in the District
  - b. Must be a bargaining unit member
  - c. Must be a member of the grade level/department as defined
- 4. 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).
  - c. Positions will be filled by simple majority of the selection team.

- d. Grade level/department members will hold a "reaffirmation" vote at the start of the second semester. Failure of the incumbent to secure a majority vote will result in a re-posting of the position.
5. There shall be a District-wide maximum of twenty-four (24) GL/DF positions.
- a. Elementary – seven positions
  - b. Intermediate – four positions
  - c. Middle School – six positions
  - d. High School – seven positions
6. Department Facilitators will report to the building principal. Grade Level Facilitators will report to the Curriculum Director. Grade Level Facilitators shall have first consideration for serving on their K-4 building BIT.
- B. When there are Accreditation Committee Chair (ACC) positions for the District, compensation of the ACC is addressed in Schedule B.
1. The hiring practices will be:
- a. Positions will be posted annually.
  - b. Selection will be made by a committee process that minimally includes teachers and administration.
  - c. Certified tenure teachers and bargaining unit members will have priority over all other applicants.
2. There shall be not more than three (3) ACC positions at each building.
- C. 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.
- D. 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 contract 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. The Eaton Rapids Board of Education and the Eaton Rapids Education Association agree that mentor teachers will be provided by the District in accordance with the following:

In accordance with Public Act 335 of 1993, 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 members of the bargaining unit 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 members of the bargaining unit 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. It is agreed that 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 so 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. The Mentor Teacher shall not be involved in evaluating the mentee. However, the Mentor Teacher may assist the administrator, where needed, with the mentee's individualized development plan and/or in helping to clarify the evaluation. In addition, the mentee shall not be involved in the evaluation process of the Mentor Teacher.

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. Where possible, the Mentor Teacher and the mentee shall be assigned common preparation time.

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

E. Bargaining unit members 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 August 31, 2007. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EATON RAPIDS EDUCATION ASSOCIATION  
ECEA/MEA/NEA

By: Maureen L. McTigue  
Its: President

By: John Edick  
Its: Negotiations Chair

EATON RAPIDS BOARD OF EDUCATION

By: [Signature]  
Its: Human Resource Director

By: W. V. D'Amico  
Its: Superintendent

**APPENDIX A**  
**SCHEDULE A**

**2006-2007 WAGE SCHEDULE**

<b><u>Step</u></b>	<b><u>BA</u></b>	<b><u>BA+20</u></b>	<b><u>MA</u></b>	<b><u>MA+30</u></b>
<b>1.0</b>	31,538	32,566	33,947	36,053
<b>2.0</b>	33,457	34,539	36,187	38,432
<b>3.0</b>	35,493	36,631	38,574	40,967
<b>4.0</b>	37,651	38,850	41,120	43,670
<b>5.0</b>	39,942	41,203	43,833	46,550
<b>6.0</b>	42,372	43,699	46,726	49,621
<b>7.0</b>	44,950	46,347	49,808	52,895
<b>8.0</b>	47,684	49,155	53,095	56,385
<b>9.0</b>	50,586	52,133	56,598	60,103
<b>10.0</b>	54,742	56,401	61,545	65,357

The 2006-2007 WAGE SCHEDULE will be as shown above and reflects a zero percent wage increase. These salaries will be applied to the rates of pay for all bargaining unit members as of the start of the 2006-2007 school year.

Teachers who were on fractional steps in 1997-98 will continue to be paid accordingly.

**APPENDIX A**  
**SCHEDULE A**  
**2006-2007 WAGE SCHEDULE**

1. The EREA will receive \$500,638 to be used to cover:
  - a. MSPERS increases
  - b. Insurance premiums increases
  - c. Steps increases
  - d. Lane changes

The funds will be used to cover each expense category in descending order until funds are exhausted.

2. 0% on the salary schedule.
3. A dollar objective will be set that includes: \$141,000 that is not in the budget, plus any additional cost of EREA President Release time.
4. That amount needs to be met through the following sources:
  - Present Plan B plus \$6000 cash in lieu with:

1-11	new members = 0
12-18	new members = 50% of savings
19+	members = 75% of savings
  - Program does not go into effect unless there are 12 net new members.
  - Enrollment above of 3100 57% of revenue  
(if this number is below 3100, this number is negative by 57% of revenue)
  - Additional 2006-2007 state foundation allowance revenue generated by k-16 ballot proposal 57% of revenue
  - Fund equity above \$584,966 57% of amount  
(audited fund equity number for 2005-2006)
  - Savings of teacher substitute costs of actual expenses versus 2006-2007 budget 50% of amount
  - Utility savings for electricity and gas 14.5% of savings  
(50% of savings-textbooks, 25% of savings-fund equity, 25%-employees)\*
  - \$105,367 due to reduction in MSPERS payments if K-16 ballot proposal passes
5. The amount generated in #4 would be tracked on a quarterly basis (October, January, April, July) throughout the year and compared to the amount in item #4 above.
6. If there is a surplus (where item #4 is greater than #3), the savings from the formulas will be set aside for future EREA costs, distribution to be determined by EREA.

**APPENDIX A**  
**SCHEDULE B**  
**EXTRA AND CO-CURRICULAR PAY SCHEDULE**

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

Cheerleading: (each season)	Varsity Sideline (Fall) Jr. Varsity Sideline Varsity Competitive/Sideline (Winter) Jr. Varsity Competitive	5% 3% 7% 4%
Soccer	Varsity Jr. Varsity Freshman	7% 4% 4%
Band	High School Middle School	10% 6%
Webmaster	One per building	\$ 500 (each)
Vocal Music	High School Middle School Intermediate Elementary (per building)	3% 3% 2% 2%
Eliminate Intervention Assistance Team;-replace with Instructional Consultation Team when it's operational	4 positions at each K-6 Bldg	\$ 500 (each)
Accreditation Committee Chairs	See Article 21, B	\$ 500
Department Chairs also serve as 5-12 BIT members	See Article 21, A	\$1,500 (each)
Grade Level Facilitators	See Article 21, A	\$1,000 (each)
K-4 BIT members maximum of 4/bldg	See Article 21, A	\$500 (each)
Camp Coordinator – 4 <sup>th</sup> Grade Camp Director	One per building	\$ 500 (each) \$1,000
Student Council Advisor	High School Middle School	9% 3%
Student Government Club	Elementary – 1 per building Intermediate	\$ 500 \$ 500 (each)
SPI Advisor	Middle School	\$ 500
School Store Advisor		3%

Dramatics (each play)	High School Middle School Intermediate	6% 4% 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%
Driver Education		\$ 18.00 per hour
Administratively Assigned Duties		\$ 14.50 per hour
Teacher Mentor		\$ 150 per mentee per semester
Lead Mentor	At least one per building; responsible for up to 10 teachers	5%

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

## APPENDIX B GOALS FOR PERFORMANCE

In the evaluation process, it is imperative that there exists a common understanding of the factors being evaluated. To establish this understanding, a statement of the most desirable performance is given and sample evidences are listed for each category of the evaluation instrument (Appendix C).

It is emphasized that the sample evidences are only illustrative of the kind of information which may be used in evaluating each of the categories. The sample evidences are not intended to be a list of minimal performance specifications, nor are they intended to be an exhaustive list of the evidences which may be used in arriving at an evaluation.

Sample evidences preceded with an [a] are intended to apply to certain staff (i.e., social workers, psychologists, speech pathologists, and teacher consultants for the physically handicapped). Items marked with a [b] apply to guidance counselors.

1. **THE EVALUATEE IS PROFICIENT IN THE SUBJECT AREA(S) AND LEVEL(S) OF INSTRUCTION OR AREA OF SERVICE TO WHICH HE/SHE IS ASSIGNED.**

The teacher is familiar with his/her subject and the level of instruction and his/her presentation is clear and free from constant reference to notes or books.

Sample Evidences

- Keeps abreast of current ideas and recommendations as they relate to his/her field.
- Is interested and knowledgeable in the subject matter he/she teaches and/or the services he/she provides.
- Continues education in his/her field.

[a] Is familiar with the psychology of his/her age group.

[b] Is aware of the implications of career education and its pertinence to all subject matter areas.

2. **THE EVALUATEE FOCUSES ATTENTION ON THE LEARNER, HIS/HER LEARNING, AND HIS/HER GROWTH.**

The teacher demonstrates a child-centered approach to teaching.

Sample Evidences

- Provides students with positive, encouraging, and supportive reinforcement.
- Treats students' ideas as valuable and challenges students to independent thinking, inquiry, and critical analysis.
- Is consistent and fair in dealing with students.
- Fosters and supports independent pursuit of individual student objectives.
- Emphasizes helping the student learn how to learn.
- Shows skills in developing the pupil's positive self-concept.
- Adjusts classroom activities and expectations to recognize various stages of student development.
- Attempts to relate learning to pupils' everyday lives.
- Gives opportunity for student-teacher student-student classroom discussion, interaction, and expression.

- Recognizes symptoms or signals of readiness for learning.
- Provides time and materials for pupils to explore their thoughts, feelings, and actions through a variety of media.
- Considers sequence and continuity of pupil experience as key factors in learning.
- Establishes standards which are appropriate to the individual needs of students.

[a] Encourages follow-up activities with students to assess effectiveness of the school program.

[b] Feels a responsibility to refer students to additional educational resources when established school experiences are not meeting individual needs.

3. THE EVALUATEE MAKES EFFECTIVE USE OF INSTRUCTIONAL METHODS AND MATERIALS.

The teacher uses instructional methods and materials that help him/her achieve predetermined goals and outcomes.

Sample Evidences

- Develops learning objectives for each student.
- Uses a variety of methods, materials, and strategies of instruction which are appropriate to the varying abilities and backgrounds of the students.
- Uses instructional methods which follow a logical progression including planning, goal setting, student motivation, presentation and discussion of materials or skills to be learned, and evaluation.
- Assigns differentiated homework and practice exercises which are purposeful.
- Demonstrates a wise use of instructional media with evidence that each has been selected because it is effective in presenting a particular concept or fact to be learned.
- Uses innovative ideas and displays creativity in the instructional process.
- Provides for repetition, review and recall, and for re-teaching at various intervals.
- Methods and strategies result in active participation of pupils.
- Explains to the pupils long range and immediate goals of the lesson.

[a] Uses appropriate methods and intervention in working with special education students.

4. THE EVALUATEE DEMONSTRATES MANAGEMENT AND CONTROL IN THE CLASSROOM OR AREA OF SERVICE.

The teacher develops, clearly establishes, and maintains reasonable expectations for student behavior.

Sample Evidences

- Channels student behavior toward purposeful learning tasks.
- Develops and maintains a relaxed and friendly atmosphere in the classroom.
- Recognizes the limits of freedom and responsibility.
- Arranges physical environment and resources so they are conducive to good control.
- Makes use of praise and approval to reinforce acceptable behavior.
- Maintains and enforces consistent expectations for student behavior.



5. THE EVALUATEE DEMONSTRATES EVIDENCE OF ADEQUATE PLANNING AND ORGANIZATION.

The teacher's plans begin with the goals of the teaching-learning situation, moves through the means of achieving these goals and ends with plans for evaluation.

Sample Evidences

- Makes general plans for the year's work.
- Organizes daily plans in advance of the day they are to be used.
- Has all necessary resources in the room at the proper time.
- Provides continuity with previous learning.
- Plans are flexible, not a blueprint, but a general outline within which a teacher has freedom to move.
- Enough of the plans are written to clearly communicate to another educator the goals, learning activities, equipment needed, and evaluation techniques to be used.
- Planning takes into account differences among students.
- Can work individually with students and with student groups and knows which approach maximizes educational outcome.
- Maintains organized records for use with students.

[a] Plans work schedule so that special education responsibilities are fulfilled (e.g. parent interviews, testing, IEPC staffings, child contacts).

6. THE EVALUATEE EVALUATES STUDENTS. HE/SHE USES INFORMATION GAINED TO INFORM APPROPRIATE STAFF MEMBERS, STUDENTS, PARENTS, AND SUPERVISORS REGARDING PUPIL'S PROGRESS.

The teacher continuously evaluates pupils in terms of predetermined objectives.

Sample Evidences

- Makes use of pre- and post-testing techniques.
- Examines and interprets verbal and nonverbal actions of his/her pupils under instruction.
- Evaluates pupils in terms of predetermined teacher objectives and student performance objectives.
- Evaluates on the basis of established criteria.
- Evaluates students with a variety of testing techniques that allow for individual expression of ideas as well as a knowledge and understanding of factual content.
- Keeps accurate and complete records of his/her evaluation of pupils' progress.
- Promptly returns written work to students and uses it as another teaching tool.

[a] Is readily available to parents and students.

[b] Encourages all instructional staff to be aware of the "special needs" of students by communicating regularly with other faculty members serving the same student.

7. THE EVALUATEE RELATES POSITIVELY AND COMMUNICATES EFFECTIVELY WITH STUDENTS, PARENTS, COMMUNITY, AND MEMBERS OF THE STAFF.

Sample Evidences

- Hears and respects varying viewpoints.
- Elicits confidence and understanding.
- Supports, assists, and cooperates with other staff members, students, and the community.

- Demonstrates tact and clarity in written and verbal communication and in conferences.
- Communicates effectively when addressing parent groups.
- Keeps the appropriate staff members, principal or other supervisors informed regarding his/her program and his/her plans for its improvement.
- Is punctual and complete with any reasonable reports the supervisors may request regarding his/her teaching procedures or program.

[a] Makes appropriate use of community agencies.

8. THE EVALUATEE IS A POSITIVE ADULT MODEL FOR STUDENTS.

Sample Evidences

- Absents self only when necessary.
- Shows enthusiasm toward teaching and contacts with students.
- Controls voice and vocabulary in trying situations.
- Shows concern for his/her personal hygiene.
- Maintains a critical and positive attitude toward the assignment and the society.
- Reports to the school and assignment by the appointed time.

9. THE EVALUATEE MAINTAINS PROFESSIONALISM IN HIS/HER RELATIONSHIPS WITH THE SCHOOL COMMUNITY.

Sample Evidences

- His/her relationships with students, colleagues, and the community conform to standards of conduct expected of his profession.
- Uses good judgment as to when, where, and with whom to discuss school business and confidential information.
- Abides by and supports policy or administrative decision and presents disagreements with school system policy or administrative decisions only to the proper school official and through proper channels.
- Refrains from exploiting his professional position to promote partisan activities, personal interests, or financial gain.

10. THE EVALUATEE SHOWS AN INTEREST IN STUDENT ACTIVITIES AND WILLINGLY SHARES AND PARTICIPATES IN THE ACTIVITIES DURING THE SCHOOL DAY.

Sample Evidences

- Attends a variety of student activities and performances and makes suggestions and/or supportive remarks concerning them.
- Participates in building and District-wide activities intended to foster the welfare of students.
- Assists students in the formation of clubs or interest groups.
- Supervises students in accordance with the established building regulations.
- Assists in improvement of curriculum through serving as a resource person for other teachers.
- Becomes involved in the development of alternative approaches to be used by the staff.
- Supervises student activities.
- Assists in the development of positive student attitudes toward the school and the community.
- Participates in parent-teacher activities.

**APPENDIX C**  
**EATON RAPIDS PUBLIC SCHOOLS**  
**EVALUATION OF TEACHER EFFECTIVENESS**

Identifying Information:

Evaluator \_\_\_\_\_

Evaluatee \_\_\_\_\_

Assignment \_\_\_\_\_

Evaluation Status:

1st Year Probation \_\_\_\_\_

First Evaluation \_\_\_\_\_

2nd Year Probation \_\_\_\_\_

Second Evaluation \_\_\_\_\_

3rd Year Probation \_\_\_\_\_

\_\_\_\_\_ Evaluation \_\_\_\_\_

4th Year Probation \_\_\_\_\_

\_\_\_\_\_ Evaluation \_\_\_\_\_

Tenure \_\_\_\_\_

Final Evaluation \_\_\_\_\_

DATE	TYPE OF CONTACT	CLASSROOM OBSERVATION	FOLLOW-UP

Check Appropriate Statements:

\_\_\_\_\_ Statement by evaluatee is attached.

\_\_\_\_\_ Additional pages are attached.

\_\_\_\_\_ IIP status recommended for \_\_\_\_\_ school year. (If IIP is recommended, the reasons for that recommendation shall be included in this report.)

Supervisor's Recommendations:

\_\_\_\_\_ Tenure

\_\_\_\_\_ Contract renewal not recommended

\_\_\_\_\_ 2nd Year Probation

\_\_\_\_\_ No recommendation

\_\_\_\_\_ 3rd Year Probation

\_\_\_\_\_ Contract renewal recommended

\_\_\_\_\_ 4th Year Probation

Signatures:

Evaluator \_\_\_\_\_

Date \_\_\_\_\_

Evaluatee \_\_\_\_\_

Date \_\_\_\_\_

The presence of the evaluatee's signature shall indicate that he/she has received a copy of the report and does not necessarily imply agreement with the evaluation.

**EATON RAPIDS PUBLIC SCHOOLS**  
**EVALUATION OF TEACHER EFFECTIVENESS**

Evaluatee \_\_\_\_\_

Evaluator \_\_\_\_\_

Date \_\_\_\_\_

Comments (Additional comments may be attached.):

Evaluative Criteria:

1. The evaluatee is proficient in the subject area(s) and level(s) of instruction or area of service to which he/she is assigned.
2. The evaluatee focuses attention on the learner, his/her learning, and his/her growth.
3. The evaluatee makes effective use of instructional methods and materials.
4. The evaluatee demonstrates management and control in the classroom or area of service.
5. The evaluatee demonstrates evidence of adequate planning and organization.
6. The evaluatee evaluates students. He/she uses information gained to inform appropriate staff members, students, parents, and supervisors regarding pupil's progress.
7. The evaluatee relates positively and communicates effectively with students, parents, members of the community, and other staff members.
8. The evaluatee is a positive adult model for students.
9. The evaluatee maintains professionalism in his/her relationships with the school community.
10. The evaluatee shows an interest in student activities during the school day.
11. Overall Rating.

Changes in above evaluative criteria should conform to Goals for Performance.

**APPENDIX D**  
**EATON RAPIDS PUBLIC SCHOOLS**

**2006-2007 SCHOOL YEAR CALENDAR**  
**Grades K - 8**

<b>August 28, 29 2006</b>	<b>Professional Development Days</b>
<b>August 30</b>	<b>Teacher Workday/Professional Development</b>
<b>September 5</b>	<b>First Day of School</b>
<b>October 6</b>	<b>Professional Development Day (K – 8)</b>
<b>Week of November 6</b>	<b>Parent/Teacher Conferences (K – 8)</b>
<b>November 9</b>	<b>½ Day of School (K – 8)</b>
<b>November 10</b>	<b>No School (K – 8)</b>
<b>November 22</b>	<b>½ Day of School (K – 8)</b>
<b>November 23 – 24</b>	<b>Thanksgiving Recess</b>
<b>December 25 – January 5</b>	<b>Christmas Break</b>
<b>January 15</b>	<b>Professional Development Day No School K - 8</b>
<b>January 19</b>	<b>No School (K – 8) Teacher Workday</b>
<b>January 19</b>	<b>First Semester Ends</b>
<b>February 16</b>	<b>Professional Development Day No School K - 8</b>
<b>February 19</b>	<b>President’s Day – No School</b>
<b>March 23</b>	<b>½ Day (K – 8)</b>
<b>Week of March 26</b>	<b>Parent/Teacher Conferences (K – 8)</b>
<b>March 29</b>	<b>½ Day (K – 8)</b>
<b>March 30</b>	<b>No School K - 8</b>
<b>April 2 – 6</b>	<b>Spring Break</b>
<b>May 28</b>	<b>No School</b>
<b>June 7, 8</b>	<b>½ Days (K – 8)</b>
<b>June 8</b>	<b>Second Semester Ends</b>

**June 8 will be the last day of school unless Act of God days must be made up to comply with State Law. If necessary, any days that must be made up in order to qualify for full state aid (lost time in excess of 30 hours) will be made up after June 8.**

**On half days students report in the morning (3.12 hours)**

**APPENDIX D**  
**EATON RAPIDS PUBLIC SCHOOLS**  
**2006-2007 SCHOOL YEAR CALENDAR**  
**Grades 9 - 12**

<b>August 28, 29 2006</b>	<b>Professional Development Days</b>
<b>August 30</b>	<b>Teacher Workday/Professional Development</b>
<b>September 5</b>	<b>First Day of School</b>
<b>October 11, 12</b>	<b>Parent/Teacher Conferences (9 – 12)</b>
<b>October 13</b>	<b>No School 9 – 12</b>
<b>November 20</b>	<b>Exams</b>
<b>November 21, 22</b>	<b>Exams – ½ Days 9 – 12</b>
<b>November 22</b>	<b>First Trimester Ends</b>
<b>November 23 – 24</b>	<b>Thanksgiving Recess</b>
<b>November 27</b>	<b>Teacher Workday 9 – 12 (No School 9 – 12)</b>
<b>November 28</b>	<b>Second Trimester Begins</b>
<b>December 25 – January 5</b>	<b>Christmas Break</b>
<b>January 15</b>	<b>Professional Development Day No School 9 - 12</b>
<b>January 17, 18</b>	<b>Parent/Teacher Conferences (9 – 12)</b>
<b>January 19</b>	<b>No School 9 - 12</b>
<b>February 16</b>	<b>Professional Development Day No School 9 - 12</b>
<b>February 19</b>	<b>President's Day – No School</b>
<b>March 7</b>	<b>Exams</b>
<b>March 8, 9</b>	<b>Exams – ½ Days 9 – 12</b>
<b>March 9</b>	<b>Second Trimester Ends</b>
<b>March 12</b>	<b>Teacher Workday 9 – 12 (No School 9 – 12)</b>
<b>March 13</b>	<b>Third Trimester Begins</b>
<b>March 30</b>	<b>No School 9 - 12</b>
<b>April 2 – 6</b>	<b>Spring Break</b>
<b>April 26</b>	<b>Parent/Teacher Conferences 9 – 12 (4:00 p.m. – 8:00 p.m.)</b>
<b>May 28</b>	<b>No School</b>
<b>June 6</b>	<b>Exams</b>
<b>June 7, 8</b>	<b>Exams – ½ Days 9 – 12</b>
<b>June 8</b>	<b>Third Trimester Ends</b>

**June 8 will be the last day of school unless Act of God days must be made up to comply with State Law. If necessary, any days that must be made up in order to qualify for full state aid (lost time in excess of 30 hours) will be made up after June 8.**

**On half days students report in the morning (3.12 hours).**

**APPENDIX E**  
**EATON RAPIDS PUBLIC SCHOOLS**  
**RETIREMENT INCENTIVE PLAN**

Effective for school years beginning July 1, 1998, and through June 30, 2004, not more than eight (8) bargaining unit members shall be entitled to access this Retirement Incentive in a given school year (i.e. July 1-June 30). If there are in excess of eight (8) eligible applicants, participation shall be determined by the date on which the teacher's written retirement notice is received by the Superintendent, with the earliest requests having priority.

Early Retirement Incentive- As an incentive for early retirement, the Board agrees to provide those teachers selecting early retirement, in accordance with provisions of the Michigan Public School Employees Retirement System (MPSERS), a one-time terminal leave payment of \$7,500 providing the teacher has had twelve (12) years of continuous service in the District.

In addition and beginning in the year when benefits under the MPSERS are first received, the teacher will receive a yearly payment of Six Hundred Sixty-Two (\$662.00) and No/100 Dollars until ten (10) years after reaching eligibility to retire under MPSERS or until death of the teacher, whichever occurs first. The amounts to be paid shall be deposited as a non-elective employer contribution to a 403b plan account of the employee's choice provided through MEA-Financial Services. There shall be no cash option to this employer contribution.

It is the responsibility of the teacher to notify the District when benefits under MPSERS are first received.

The teacher must meet the MPSERS requirements for retirement or have thirty (30) years of MSPERS credit. In addition, the teacher cannot serve the District in any future paying capacity without the approval of the Superintendent.

**Enhanced Early Retirement Incentive** -- Certain employees who are eligible for the \$7,500 early retirement incentive payment will be eligible for an enhanced early retirement benefit amount calculated according to the following formula:

Year  
Replacement  
Commences  
After Reaching  
Eligibility to  
Retire under

Note: the maximum accumulated sick leave for purposes of the following formula is 130 days, not the amount specified in Article 11, Section A(1)(a).

<u>MPSERS</u> <u>YEAR</u>	<u>ERI</u>	<u>Percentage Calculation for Enhanced ERI</u>	<u>Total ERI</u> <u>Benefit</u>
0	\$7,500	$+(1/2 \text{ accum. sick leave} \times \text{daily rate of pay} \times 100\%) =$	Enhanced ERI
1	\$7,500	$+(1/2 \text{ accum. sick leave} \times \text{daily rate of pay} \times 90\%) =$	Enhanced ERI
2	\$7,500	$+(1/2 \text{ accum. sick leave} \times \text{daily rate of pay} \times 80\%) =$	Enhanced ERI
3	\$7,500	$+(1/2 \text{ accum. sick leave} \times \text{daily rate of pay} \times 70\%) =$	Enhanced ERI
4	\$7,500	$+(1/2 \text{ accum. sick leave} \times \text{daily rate of pay} \times 60\%) =$	Enhanced ERI
5	\$7,500	$+(1/2 \text{ accum. sick leave} \times \text{daily rate of pay} \times 50\%) =$	Enhanced ERI
6	\$7,500	$+(1/2 \text{ accum. sick leave} \times \text{daily rate of pay} \times 40\%) =$	Enhanced ERI
7	\$7,500	$+(1/2 \text{ accum. sick leave} \times \text{daily rate of pay} \times 30\%) =$	Enhanced ERI
8	\$7,500	$+(1/2 \text{ accum. sick leave} \times \text{daily rate of pay} \times 20\%) =$	Enhanced ERI
9	\$7,500	$+(1/2 \text{ accum. sick leave} \times \text{daily rate of pay} \times 10\%) =$	Enhanced ERI
10	\$7,500	$+(1/2 \text{ accum. sick leave} \times \text{daily rate of pay} \times 0\%) =$	Enhanced ERI

The early retirement incentive payment and/or the enhanced early retirement incentive payment will be made after all of the requirements of this Section have been satisfactorily completed. The amounts to be paid shall be deposited as a non-elective employer contribution to a 403b plan account of the employee's choice provided through MEA Financial Services. There shall be no cash option to this employer contribution. Should the employee die, the early retirement payment shall go to the employee's designated beneficiary.

The teacher must have twelve (12) years of continuous teaching and/or administrative responsibilities in the District, with the last year being as a teacher, prior to his/her request for early retirement and be on the final step of the appropriate salary scale to be eligible for the benefits described in this Section.

The teacher must meet the MPSERS requirements for retirement. Retirement means the teacher must make application for benefits under the MPSERS and cannot serve the District in any future paying capacity without the approval of the Superintendent.

In order to be eligible for payments under this plan, the teacher must give written notice to the Board at least ninety (90) calendar days prior to the effective date of retirement.



It is understood that the teacher may withdraw the notice of retirement any time prior to sixty (60) days before the effective date of retirement.

The teacher must meet the MPSERS requirements for retirement or have thirty (30) years of MPSERS credit. In addition, the teacher cannot serve the District in any future paying capacity without the approval of the Superintendent.

It is understood that retirement, at times other than the end of the school year or first semester, may be allowed in cases where the teacher is eligible for disability retirement.

The teacher will not receive the early retirement incentive payment or the enhanced early retirement incentive payment until the teacher has presented proof of retirement from the MPSERS.

Failure to provide the prescribed notification shall void the early retirement incentive pay provisions of this Section.

The retirement incentive shall be reduced by the amount received by the teacher from unemployment and workers' compensation claims.

It is expressly understood that if this early retirement incentive provision is declared illegal, these provisions shall be null and void, and the Board shall not be under any further obligation to recipients of the program, their heirs or assigns, nor to the Association or its successor.

In addition, and beginning in the year when benefits under the MPSERS are first received, and continuing until the teacher reaches 65 or until death of the teacher, whichever occurs first, the Board shall provide the retiree with the opportunity to purchase MESSA health care insurance, at the expense of the retiree, at the rate established by MESSA.

The teacher electing an early retirement incentive or enhanced early retirement incentive payment will be exclusively responsible for any and all FICA and tax consequences for the amounts received.

The early retirement incentive and enhanced early retirement incentive opportunity available by virtue of this Section is intended by the parties to constitute a supplemental benefit for those teachers who elect to voluntarily retire in order to receive benefits under the MPSERS. Any teacher electing to take advantage of this opportunity shall be required to sign the following waiver and release:

**WAIVER AND RELEASE FOR  
EARLY RETIREMENT INCENTIVE STIPEND**

I, \_\_\_\_\_ (name) \_\_\_\_\_, hereby acknowledge and affirm that I have voluntarily elected to retire from the Eaton Rapids Public Schools effective \_\_\_\_\_ (date) \_\_\_\_\_, 19\_\_\_\_, and that I qualify for retirement under the Michigan Public School Employees Retirement System. I further acknowledge and affirm that I have voluntarily elected to receive the early retirement incentive and/or enhanced retirement incentive stipend of \_\_\_\_\_ (dollars) (\$-----) available to me pursuant to Article 14, Section L, of the Collective Bargaining Agreement between the Eaton Rapids Board of Education and the Eaton County Education Association and that I qualify for said benefits.

I acknowledge that the early retirement incentive is intended to be a bona fide employee benefit plan and not a subterfuge to evade the purpose of the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, or any other law prohibiting age discrimination. I further acknowledge that my determination to take early retirement pursuant to the plan is strictly voluntary on my part and that I am not being compelled in any way to retire early. Accordingly, in consideration of the benefits available to me pursuant to Article 14, Section L, of the Master Contract, I hereby release Eaton Rapids Public Schools, its Board of Education, employees, and agents from any and all claims, demands, actions, and causes of action I have under the Age Discrimination In Employment Act, the Older Workers Benefit Protection Act, the Michigan Elliott-Larsen Civil Rights Act, or any other law prohibiting discrimination based on age by reason of my retirement and acceptance of the early retirement incentive and/or early retirement incentive enhancement benefits available to me.

I acknowledge that I have had a reasonable opportunity to consider my decision to retire and that I have been advised in writing to consult with an attorney and/or Association Representative prior to executing this Agreement and have elected to retire voluntarily. Further, I acknowledge that I have had at least twenty-one (21) days within which to consider the terms of my early retirement and that I will have seven (7) days following the execution of this Agreement to revoke this Agreement. I also acknowledge responsibility for any and all FICA and any and all tax consequences and liability as a result of the payment of the early retirement incentive and/or early retirement incentive enhancement stipend to me.

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

Acknowledged by

\_\_\_\_\_  
Representative for Eaton Rapids  
Public Schools

\_\_\_\_\_  
Association Representative

**APPENDIX F**  
**LETTER OF AGREEMENT**  
**BETWEEN**  
**EATON RAPIDS PUBLIC SCHOOLS BOARD OF EDUCATION**  
**AND**  
**EATON RAPIDS EDUCATION ASSOCIATION**

*Both the District and the Association agree to the following pages of clarifications and procedures within the Special Education Department as developed through LRC.*

**Special Education Processes**

**Initial IEP's**

Attending - Parents/Guardians  
Special Ed Director (will attend if Special Ed Teacher requests it)  
Special Ed teacher in area of projected area of eligibility  
Parents (assumed to be at all IEPs)  
Current Building Administrator  
MET Team members - SW & School Psychologist needed to explain new test results  
General Ed Teacher

**Change of Program/School IEP**

Attending - Parents/Guardians  
Special Ed Director (as needed)  
Current Special Ed teacher  
New Special Ed teacher  
Current General Ed teacher  
New General Ed teacher  
Current Building Administrator  
New Building Administrator (if changing buildings)

**Transition IEP (moving up a grade to a new school)**

Attending - Parents/Guardians  
Current Special Ed teacher  
Current General Ed teacher  
New Special Ed teacher  
New General Ed teacher (to represent appropriate new team or grade level)  
Current Building Administrator (as needed)  
New Building Administrator

**Annual IEP**

Attending - Parents/Guardians  
Current Special Ed teacher  
Current General Ed teacher  
Current Building Administrator (present only as long as needed)

### Three (3) Year Evaluation IEP

Attending - Parents/Guardians  
Counselor  
Current Special Ed teacher  
Current Building Administrator (present only as long as needed)  
MET Team members -SW & School Psychologist needed to explain in new test results  
Current General Ed teacher

### Section 504 Meeting

Attending - Parents/Guardians  
Counselor  
Current General Ed teacher  
Current Building Administrator (to chair & schedule meeting & sign for the District)  
Special Ed Director (if considering special Ed initial referral/or as needed)

### Caseloads

District will work not to exceed a Special Ed teacher's caseload limit.  
Students need to be on a caseload and in the proper classroom to meet their educational/emotional IEP identified needs.  
Students receiving Special Ed services from more than one Special Ed teacher will be placed on the internal District caseload of each Special Ed teacher.

### Deviations

Special Education Director will advise Superintendent of all pending and approved deviations.  
District with Special Ed teachers input will mutually develop a written district-wide plan to address any deviations from established caseload limits.  
Any caseload deviation needs to allow for and get that Special Ed teacher's prior written input.  
District will need to address with Special Ed teacher's input the length of time for any deviation.  
District will need to address with special Ed teacher's input the number of deviations for any one classroom within the state allowable limits.  
Special Ed teachers will complete their portion of the "deviation form" to initiate the deviation process.  
District will send to the County ISD the District's deviation request within 10 days of receipt of the Special Ed teacher's written input portion of the deviation request.  
District Special Ed office will advise the Special Ed teacher of the date the District's deviation request is sent to the County ISD.  
Temporary Special Ed student placement up to 30 calendar days is possible until the deviation request is addressed by the county.

### IEPC

Special Ed Director will provide a yearly list to the District Superintendent of all Special Ed teachers that are qualified and trained to run an IEPC meeting  
District will provide Special Ed teachers with appropriate training and support in how to run an IEP before they are asked to run an IEP.  
New Special Ed teachers are to notify the Special Ed Director when they feel ready to run an IEPC meeting on their own.

District needs to arrange for sufficient substitute teachers for all IEP members (General and Special Ed) to be in attendance at an IEP.

A Special Ed teacher with the same endorsement or program as the projected identification as the student should be in attendance at or being asked to run an IEP.

Scheduling for an IEP should involve all affected personnel and be done with sufficient advance notice so all members can prepare and attend.

Counselors are not to be used as chairpersons for any IEPC.

For an Initial IEP any MET team member upon receipt of the IEPC invitation may contact the District Special Ed office to request additional member(s) to attend the IEPC meeting.

Students are not to be placed into any Special Ed classroom or program until all testing is done and the IEP is fully completed with parent signatures and agreement. New to the District Special Ed students may be temporarily placed in a Special Ed classroom up to 30 calendar days until paperwork from the former district is received and an IEPC is held within this District.

At an IEP the building administrator and/or the Special Ed teacher have the right to "table" that IEP.

At the High School level the Teacher Consultant may take the place of the Building Administrator at any IEP. For IEPs that involve speech concerns only, the Building administrator does not need to attend.

### Student Placement

District will make every attempt to equalize student numbers between 2 like Special Ed classrooms between buildings taking into first consideration the number of currently enrolled students at that grade level in the General Ed classrooms.

Before establishing a Special Ed classroom the District will take into account the number of Special Ed rooms already at a given building and get building staff input before placing another Special Ed program in that building.

Building Secretaries (Grades 5-12) will notify the District special Ed Office when a newly enrolled Special Ed student is to be enrolled at their building.

Building Secretaries (Grades PPI-4) upon notification of a newly enrolled identified Special Ed student will send the parent and student to the District Central office for appropriate classroom placement.

Building Secretaries in coordination with the Special Ed office will generate a new form to record the daily student count. The form's list will reflect the number of Special Ed and General Ed students for each teacher and/or team.

### General

District needs to hire properly endorsed Special Ed teachers for filling any teaching vacancies.

We encourage current Special Ed teachers to become mentors for new Special Ed teachers.

For additional diagnostic purposes of a student when requested by a Special Ed teacher and approved by the Special Ed Director the District will provide a substitute teacher.

An IEP program accommodations list for each Special Ed student will be given to all affected General Ed teachers and specials/electives teachers within 15 days of the IEP, placement, and/or start of the school year by the Special Ed teacher or Caseload Manager.

District will provide each Special Ed teacher with a lockable file cabinet to securely store IEPs and other confidential documents.

The District will need a district-wide confidentiality form for all affected teachers and administrators to sign for each Special Ed student.  
To switch a Special Ed student to a new grade level team or homeroom within the same building no decision will be made without first scheduling a staffing involving the sending and receiving team's Special Ed and General Ed teachers and parents.

For the  
EATON RAPIDS  
EDUCATION ASSOCIATION

Carl Fangboner

April 23, 2002

For the  
EATON RAPIDS PUBLIC SCHOOLS

David Gray

April 23, 2002

## 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.

The parties recognize that there is a disagreement as to when the Professional Studies Committee becomes involved in the review of policy and subsequent recommendation thereon to the Board of Education.

However, in order to foster harmonious labor relations with the Association, the parties agree as follows:

1. The Association will withdraw and not re-file its Grievance number 00-01:01, or any other grievance raising the same issue;
2. The District will arrange for consultations between NEOLA of Michigan and the members of the Professional Studies Committee for the review of the generic NEOLA policies in the following series:

Series 2000	Program
Series 3000	Professional Staff
Series 4000	Support Staff
Series 5000	Students
Series 9000	Community Relations

3. The Professional Studies Committee will be allowed to prepare and submit to the Board of Education a report of its recommendations for policy review in a reasonable amount of time; and
4. The parties agree that, except for enforcement of its terms, this Agreement will not be cited as precedent in any future matter involving these parties.

This memo of understanding will be extended until the adoption of the revised Board Policies as facilitated by NEOLA of Michigan.

For the  
EATON RAPIDS  
EDUCATION ASSOCIATION

Carol Fogel/Pete Edick

October 4, 2000

For the  
EATON RAPIDS PUBLIC SCHOOLS

David Gray

October 4, 2000

**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 hi/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 his/her 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.

In the event that 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

Carol Fogel

March 21, 2001

For the  
EATON RAPIDS PUBLIC SCHOOLS

David Gray

March 21, 2001



**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.

The parties agree to the following in order that the District will not have to forfeit state aid for any school year. It is understood that this agreement changes how Kindergarten students will be scheduled on the upcoming first and second days of school. To this effect:

1. All of the AM Kindergarten students will be scheduled for the AM portion of each of the first two days of school
2. All of the PM Kindergarten students will be scheduled for the PM portion of each of the first two days of school.
3. On each of these first two days, reading aides in the respective elementary buildings will be scheduled so that they are available to the Kindergarten teachers while they perform their respective "first days of school" routine.

It is the intent of the parties that this approach will be used in future years until/unless a different schedule is agreed upon by both parties.

For the  
EATON RAPIDS  
EDUCATION ASSOCIATION

Carol Fogel

June 19, 2002

For the  
EATON RAPIDS PUBLIC SCHOOLS

David Gray

June 19, 2002

