



MASTER AGREEMENT

between

Elk Rapids Board of Education

and

Elk Rapids Education Association

September 1, 2021 to August 22, 2023

TABLE OF CONTENTS

Article		Page
	Preamble	1
1	Recognition.....	1
2	Duration of Agreement.....	2
3	Negotiation Procedure.....	2
4	Continuity of Operations	3
5	Board Rights	3
6	Association Rights	4
7	Association Business	5
8	Individual Contracts	6
9	Payroll Deductions	6
10	School Calendar	7
11	Teaching Hours and Conditions	7
12	Seniority	10
13	Academic Freedom.....	11
14	Mentor Teachers.....	11
15	Facilities	12
16	School Equipment	12
17	Physical Examinations.....	12
18	School Improvement.....	13
19	Inservice Professional Development.....	13
20	Bereavement.....	14
21	Jury Duty.....	14
22	Sabbatical Leave.....	15
23	Unpaid Leaves.....	16
24	Child Care/Adoption Leave	17
25	Personal Business Leave	18
26	Illness and Disability.....	18
27	Sick Leave Bank	19
28	Compensation Leave.....	21
29	Insurance Protection.....	21
30	Compensation	22
31	Salary Schedule	23
32	Extracurricular Compensation	24
33	Extracurricular Schedule	25
34	Early Retirement Incentive	28
35	Teacher Retirement and Severance Pay/Death Benefit.....	28
36	Grievance Procedure	29
37	Emergency Manager	32
Appendix A	Grievance Report Form.....	32

PREAMBLE

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

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

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

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

ARTICLE 1 RECOGNITION

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

**ARTICLE 2
DURATION OF AGREEMENT**

This agreement shall be in effect from September 1, 2021 and continue in full force and effect without change until August 22, 2023.

ELK RAPIDS EDUCATION ASSOCIATION
NMEA/MEA/NEA

ELK RAPIDS BOARD OF EDUCATION

Sue Anderson, Chief Negotiator

Holly Spencer, President

Joe Macaluso, Co-President

Sherry Steffen-Detwiler, Secretary

Heidi Sleder, Co-President

Julie A. Brown, Superintendent

Mary McGee-Cullen, MEA UniServ

Date

Deb Larson, NMEA Uniserv Liaison

**ARTICLE 3
NEGOTIATION PROCEDURE**

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

for the succeeding meeting or meetings will be set. The meetings will continue until a Master Contract, together with any appendices, is agreed upon. The official Master Contract shall be signed by the Board and by authorized personnel of the Association, and a copy thereof shall be given to each Board member and to each teacher. The cost of printing the Master Agreement shall be shared by the Board and the Association.

**ARTICLE 4
CONTINUITY OF OPERATIONS**

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

**ARTICLE 5
BOARD RIGHTS**

- 5.1 In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Elk Rapids School District, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:
- 5.1.1 The supervision, direction and control of the management and administration of the school system, its properties and facilities.
 - 5.1.2 The right to hire all employees and, subject to the provisions of the law, to determine their qualifications, to discharge, demote or otherwise discipline employees for a reason that is not arbitrary and capricious.
 - 5.1.3 The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
 - 5.1.4 The selection of textbooks and teaching materials, and various teaching aids.
 - 5.1.5 The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.

- 5.2 The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by the specific provisions of this Agreement.
- 5.3 The Board will continue its practice of seeking input from the Elk Rapids Education Association prior to changes in board policy or teacher handbook. The Board will discuss the impact of policy on Elk Rapids Education Association members with representation from the association.

**ARTICLE 6
ASSOCIATION RIGHTS**

- 6.1 Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employed by the Board shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted and lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it or its employed administrative or executive personnel will not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any right conferred by Act 379, as amended by other laws of the State of Michigan and the United States or by the Constitutions of Michigan or the United States, that it will not discriminate against any employee with respect to hours, salary, terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association including collective bargaining with the Board, or his/her initiation of any grievance, complaint or proceeding with respect to any terms or conditions of employment under the specific terms of this agreement.
- 6.2 The parties agree that there shall be no discrimination against any employee or applicant for employment by reason of race, color, creed, marital status, gender or national origin, age, and that the provisions of this agreement shall be applied in a manner which is not arbitrary, capricious, or discriminatory.
- 6.3 Disciplinary interviews and reprimands will be considered private. An affected teacher, however, shall have the right, in such instances, to request the presence of an Association representative at said interview, and when such request is made, the interview shall not proceed until the representative is in attendance, provided the representative is identified and available for representation within two business days. If failure to obtain mutual agreement by all three parties within two (2) business days occurs, the administrator will set the meeting time for the next business day. The administrator shall make the member aware of his/her right to representation prior to the interview.

- 6.4 Each teacher shall have the right upon request, to review the contents of his/her own personnel files maintained at the teacher's school or in the office of the Superintendent. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safe keeping of these files or his or her designee.
- 6.5 Any complaints by a parent of a student, or any person, directed toward a teacher and deemed serious enough to become a part of his or her personnel file shall be signed by the complainant and called to the teacher's attention by their supervisor within five (5) work days. The teacher involved is entitled to know the identity or source of all complaints that require any action.
- 6.6 Evaluative materials, relative to a teacher's conduct, service, character, or personality shall not be placed in either the teacher's building personnel file or in his/her personnel file in the office of the Superintendent, until the teacher, principal and/or Superintendent have signed and received a copy of the material to be filed. If a teacher refuses, the administrator will indicate on the document the teacher's refusal to sign; after which the document shall then be placed in the teacher's personnel file.
- 6.7 The teacher shall have the right to respond to any material contained in his or her files, and his/ her written response shall be attached to the file copy. In the event that charges made against a teacher are proved to be without substance, any materials related to said charges shall be removed from the teacher's file.
- 6.8 No teacher shall be enjoined from exhibiting identification of membership in the Association.
- 6.9 The EREA and its members shall be granted permission to hold meetings in school buildings as long as they do not interfere with school business.
- 6.10 When the EREA determines that the ER Board of Education should consider taking a public stance on an issue, the Superintendent and School Board President will discuss it with EREA leadership.

ARTICLE 7 ASSOCIATION BUSINESS

- 7.1 The Board shall provide to the Association members released time for handling of Association business as deemed appropriate by the Association President. During bargaining years, there will be fifteen (15) days provided for Association use, and during non-bargaining years there will be ten (10) days provided per year. The Association will reimburse the District for the cost of the substitute. The Association President will notify the Superintendent at least five (5) school days prior to the date of the Association day to be

used unless an emergency arises. Availability of substitutes will be considered in determining the use of Association business days when more than two (2) teachers will be absent from the same building on the same day for any purpose.

**ARTICLE 8
INDIVIDUAL CONTRACTS**

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

**ARTICLE 9
PAYROLL DEDUCTIONS**

- 9.1 On an annual basis the District shall provide to the Association a list of all bargaining unit members along with their salaries and full-time/part-time status.
- 9.2 Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA sponsored programs (tax-deferred annuities, 403b accounts (within MRIC arrangements), MESSA programs not fully Employer-paid, credit union, savings bonds, and charitable deductions.

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

**ARTICLE 10
SCHOOL CALENDAR**

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

**ARTICLE 11
TEACHING HOURS AND CONDITIONS**

11.1 Teaching Hours. The following is a schedule for the beginning and ending times for each school day:

	Report Time	Start of Instruction	Dismissal	Leave Time
High School	7:20 a.m.	7:45 a.m.	2:37 p.m.	2:42 p.m.
Middle School	7:25 a.m.	7:51 a.m.	2:43 p.m.	2:47 p.m.
Elementary Schools	8:39 a.m.	8:50 a.m.	3:48 p.m.	3:53 p.m.

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

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

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

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

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

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

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

- 11.6.3 "Open house" in the building in which they are assigned with a maximum of one open house per year per building.
- 11.6.4 "Parent-Teacher conferences" will be a site-based decision between the building Principal and Association members.
- 11.6.6 "K-5: After school public performances or activities open to the public in which their students are involved, teachers must attend two after school public performances or activities to earn one half (.5) compensation day."
- 11.7 All teachers shall be provided a minimum of thirty (30) minutes preparation time each day.
- 11.7.1 Elementary teachers shall be provided no less than thirty (30) minutes preparation time during the school day. Such preparation time may be incorporated into the regular recess schedule and assigned by the building principal.
- 11.7.2 Elementary teachers may use, for preparation time, the time during which their classes are receiving instruction from art, music, library and physical education. These specialists shall not be assigned during the regular recess schedule. The total preparation time in 11.7.1 and 11.7.2 will be commensurate with preparation time provided to secondary teachers, however, not to exceed an average of 55 minutes per day. Elementary teachers will not be assigned other responsibilities during their scheduled preparation time. In the event that a "specials teacher" (art, music, library, or PE) is absent and no substitute teacher is employed, the classroom teacher will receive \$25 per hour or compensatory time equal to the loss of that preparation time.
- 11.7.3 Secondary teachers shall be provided with preparation time during the school day. The preparation time shall be the length of a class period. They will not be assigned other responsibilities during this time other than prearranged parent meetings, and prearranged administration meetings, and short-term emergency help.
- 11.8 Teachers shall be paid at a rate of \$25 per hour for time they substitute teach during their conference periods. Compensation days for substitute teaching will no longer be granted.
- 11.9 It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective education program. The Board will continue its efforts to keep classes at an acceptable number serving the best interests of the district's students as dictated by the availability of space, qualified teachers, the financial conditions of the district. A committee comprised of one EREA/NMEA representative from each building, administrators and a member(s) of the Board of Education, shall meet and review the grade and class sizes at all levels and make recommendations for adjustments.

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

11.13 Least restrictive environment:

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

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

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

11.16 Teachers will not be mandated (but may elect) to attend Field Trips (F/T) or camps outside the contractual hours/day. Teachers who elect to not attend will be assigned duties by administration while the students are absent attending the F/T or camp.

**ARTICLE 12
SENIORITY**

12.1 Seniority is defined as unbroken (length of) service in the Elk Rapids School System. Leaves of absences, with or without pay, are not to be considered a break in service. Teachers on layoff shall not accumulate seniority.

12.2 Section 1248(1)(c) of the Revised School Code allows length of service or tenure status to be considered as a tie-breaker in filling a position in connection with a reduction in force. Therefore, the district shall prepare and present to the Association a current seniority list of the bargaining unit members prior to December 15 of each year. Certification, including majors and minors, shall be included. The Association shall have thirty (30) days to notify the Board of any errors.

12.2.1 All seniority is lost when employment is severed by resignation, retirement or discharge for cause; however, seniority is retained if severance of employment is due to layoff.

12.2.2 Seniority shall not continue to accumulate when the employee is on sabbatical leave, association leave and birth/adoption leave if the leave is for one year or more. Partial year leaves will result in seniority continuing to accumulate. Military leave continues to accumulate seniority.

**ARTICLE 13
ACADEMIC FREEDOM**

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

**ARTICLE 14
MENTOR TEACHERS**

14.1 Mentor Teachers:

- 14.1.1 As state law mandates, each bargaining unit member in his/her first three (3) years of employment shall be assigned a mentor by the administration. It is recognized that long term substitutes and current teachers reassigned a new building also need mentoring and will be assigned a mentor for the duration of the substitute assignment and first year of moving. The mentor shall provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide assistance, resources and information in a non-threatening collegial fashion.
- 14.1.2 Volunteering teachers shall submit to their building principal their intent to become mentor teachers by June 1st of each school year. If no teacher/teachers volunteer to be mentors the principal shall have the right to name mentors as needed.
- 14.1.3 Selection of mentor teachers shall be the responsibility of each building principal. The principal will consult with the teachers of her/his building prior to the selection.
- 14.1.4 Mentor teachers shall be tenure teachers, currently working in the district. It is understood and agreed that if no such mentor teacher is available, mentor teachers may be retired teachers, or college professors as allowed by law.
- 14.1.5 A bargaining unit mentor teacher may have released time as approved by her/his principal to use to observe or otherwise be available to assist the probationary teacher.
- 14.1.6 Mentees shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching.
- 14.1.7 Mentor and mentee teachers will have no involvement in the evaluation process of each other and their relationship will be collaborative and confidential.

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

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

14.1.10. Mentor teachers will be paid at a rate of 2% of the B.A. base. Mentor teachers to long term substitutes and reassigned teachers will be paid 0.5% of the B.A. base. A long-term substitute teacher shall be considered any substitute teacher who works for the district in the same position for four consecutive weeks or more.

**ARTICLE 15
FACILITIES**

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

**ARTICLE 16
SCHOOL EQUIPMENT**

16.1 The Board shall provide:

16.1.1 A separate desk for each teacher in the district and a lockable drawer space in a desk or file cabinet and computer as requested by the teacher.

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

16.1.3 All buildings will be properly maintained and equipped.

**ARTICLE 17
PHYSICAL EXAMINATIONS**

17.1 The Board may require any teacher to submit to a physical and/or psychological or psychiatric examination at any time, such examination shall be paid for by the Board. School time may be used for such examination without loss of pay and the affected teacher will be notified in writing as to the reason for the required exam.

17.2 If the results of any examination are not acceptable to either party, another examination by a different doctor may be requested. Such expense will be paid by the dissatisfied party.

ARTICLE 18
SCHOOL IMPROVEMENT

- 18.1 The Board and the Association recognize the need to maintain an on-going district and individual building school improvement process. The goal of the process will be to improve the quality of educational services offered students.
- 18.2 The term School Improvement Plan as used in this article shall mean and apply to a school improvement plan as provided in public act 197 of 1989 and P.A. 25 of 1990 as amended in 1991 and in NCA Accreditation requirements.
- 18.3 Successful school improvement requires the involvement and commitment of all parties in the process. Involvement of teachers in the school improvement process shall be voluntary in most cases, there may be times that all staff may be required to participate.
- 18.4 School improvement committees will not address grievances of the master agreement, will not evaluate employee performance, will not address discipline of employees, and will not address wages or fringe benefits. No provision, formal and/or informal understandings, condition(s) or practice(s) established between the parties or by the master agreement shall be altered, modified or superseded except as mutually agreed in writing by the Board, impacted school's teaching staff and the EREA Executive Board. A simple majority vote of each above named entity shall be required for approval.
- 18.5 Copies of all building level school improvement plans will be provided to the Association president.
- 18.6 If school improvement meetings or activities are scheduled during an employee's regular workday, the employee shall be released from duties without loss of pay to attend the meetings.

ARTICLE 19
IN-SERVICE/PROFESSIONAL DEVELOPMENT

- 19.1 In recognition of the rapidly expanding field of knowledge in the social and scientific fields, the parties hereby agree to establish an In-Service/Professional Development Education Committee composed of four (4) members appointed by the Board of Education and four (4) members appointed by the Association. To facilitate appropriate planning, all members of this committee shall be selected and notified by September 30 of every year.
- 19.2 The committee shall organize itself and assume responsibility in coordination with the K-12 Curriculum Committee for the planning and conducting of the In-Service/Professional Development Education Programs for the teaching staff of the Elk Rapids Schools. This does not preclude having other in-service programs within the individual school district buildings or district.

- 19.3 The Board may provide for the teaching staff, upon recommendation of the In-Service/Professional Development Education Committee, released time by grade, teaching unit, building or department for participation in in-service training sessions, visitations, conferences or staff development programs. This does not preclude the individual school building from doing any of the above.
- 19.4 Any in-service/Professional Development taking place on a non-school day or after school hours shall not be required of any Association member. This section does not apply to faculty meetings. School hours are defined in Article 11.1-11.4. A non-school day is defined as Saturday, Sunday, an Act of God Day , or for part-time teachers, any weekday that is not a normally scheduled day.
- 19.5 Flex-Time Professional Development can be agreed upon between the Administration and Association to make-up for student contact time during the school year. All Flex-Time Professional Development guidelines as agreed upon by the Administration and Association will be uniformly interpreted and followed by the Administrators and Association.

ARTICLE 20 BEREAVEMENT

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

ARTICLE 21 JURY DUTY

- 21.1 A teacher called for jury duty shall be compensated for the difference between their teaching pay and the pay received for the performance of such obligations.
- 21.2 If a teacher desires to receive his/her regular paycheck from the Board, he/she must reimburse the Board an amount equal to the amount received for jury duty. The district retains the right to ask that a teacher be excused from jury duty.
- 21.3 Any teacher who is subpoenaed to testify during the school hours in any judicial matter or administrative matter or asked to testify in any fact finding or arbitration shall be paid his/her full salary for such time.

ARTICLE 22
SABBATICAL LEAVE

- 22.1 Sabbatical leave is a leave from professional duties to pursue a full-time, planned academic program or educational experiences approved by the Superintendent at an accredited college or university. The program shall be designed to improve the teacher's professional competencies.
- 22.2 Provisions:
- 22.2.1 Sabbatical leave may be granted to a teacher or teachers who have completed no less than seven (7) consecutive years of service to the district in a professional capacity. An individual may qualify for more than one sabbatical leave provided that a period of at least seven (7) years of professional service occurs between each leave.
- 22.2.2 Sabbatical leaves may be granted for a maximum of two (2) semesters at one time.
- 22.3 Application shall be made to the Superintendent of Schools not later than 90 days prior to the anticipated beginning of the leave. Exceptions to this deadline may be granted by the Superintendent of Schools.
- 22.4 Selection will be made by the Board of Education based on the following criteria:
- 22.4.1 Length of professional service to the district.
- 22.4.2 Extent to which the proposed academic program will benefit the teacher and the School District.
- 22.4.3 Equitable distribution of sabbatical leaves among the various grade levels and departments of the district.
- 22.4.4 Availability of a suitable replacement.
- 22.4.5 Order in which applications are received.
- 22.4.6 Financial condition of the school district and other relevant factors.
- 22.5 Benefits:
- 22.5.1 Individuals granted sabbatical leave shall receive an amount equal to one-half (1/2) the salary to which they would be entitled if on regular duty, not to include pay for duties listed in Article 33 of this Agreement.
- 22.5.2 Increment on the salary schedule shall accrue.
- 22.5.3 Sick leave shall accrue at the rate of one-half (1/2) of the regular sick leave.
- 22.5.4 The Board will pay one-half (1/2) of the health insurance premiums during the duration of the leave.

22.6 Return Requirements:

- 22.6.1 Upon completion of a leave of less than one semester in length, the teacher shall render one year's professional service to the District commencing with the first day of the next semester following the leave's completion.
- 22.6.2 Upon completion of a leave of at least one semester, but less than one year, the teacher shall render two years' professional service to the District commencing with the first day of the next semester following the leave's completion.
- 22.6.3 Upon completion of a leave of one school year, the teacher shall render three years' professional service to the District commencing with the first day of the next semester following the leave's completion.
- 22.6.4 Written proof of successful completion of the academic program or the education experiences outlined in the leave application shall be presented to the Superintendent upon completion of the leave.
- 22.6.5 Failure to voluntarily comply with the requirements of this section will cause the teacher to forfeit the right to return to the district and to repay immediately, in full, all salary and the cost of paid benefits received during the leave.
- 22.6.6 Upon return from sabbatical leave, the teacher shall be placed in the same or similar position at the Board's discretion.

**ARTICLE 23
UNPAID LEAVES**

- 23.1 An unpaid leave of absence may be granted upon application to any EREA member for the purpose of serving as an officer, director, or task force member of the NMEA, MEA, or NEA. It is agreed that such leave is for the professional improvement of the employee and the granting of such leave will in no way interrupt seniority and the rights thereto.
- 23.2 An unpaid leave of absence of up to one (1) year may be granted to a teacher in the Elk Rapids Schools.
- 23.3 The application for such leave must be filed in writing with the Superintendent, or designated representative by March 15 of the school year prior to the year for which the leave is requested except in emergency situations upon approval of the Superintendent.
- 23.4 The applicant must provide whatever information the Superintendent may require concerning the intended leave.

- 23.5 The disposition of an application for an unpaid leave of absence is the exclusive responsibility of the Board. Reasons for denial will be submitted to the applicant.
- 23.6 The returning teacher shall notify the Superintendent in writing of his/her intent to return at least sixty (60) school days before the end of the semester in which the leave expires.
- 23.7 The right to return to the system shall be considered forfeited if the terms of the leave are not adhered to by the teacher.
- 23.8 Upon return, the Board shall place the teacher in the same or similar position at the Board's discretion.
- 23.9 Unpaid leaves of absence, one year or longer, shall not be considered teaching time with respect to the placement on the salary schedule, or the seniority list, except in the case of military leaves.

**ARTICLE 24
CHILD CARE/ADOPTION LEAVE**

- 24.1 An unpaid leave of absence shall be granted to any teacher for the purpose of childbirth or adoption under the following conditions:
- 24.2 Said leave will commence on the date requested by the teacher.
- 24.3 The application for such leave shall be received by the Superintendent no later than 30 calendar days prior to the effective date of the commencement of the leave, except for an emergency (premature birth, confinement to bed, or other).
- 24.4 The leave period shall terminate no later than the end of the school year during which the leave is granted. The leave may be extended up to an additional year upon the approval of the Superintendent.
- 24.5 The reinstatement shall be to the same or similar position at the Board's discretion.
- 24.6 In the event of the death of the object child of the leave, the leave of absence may be terminated upon request of the teacher.
- 24.7 The granting of such leave shall in no way interrupt seniority and rights attendant thereto if the leave is less than a year or involves military leave.
- 24.8 If an applicant has completed the equivalent of one full semester or more of teaching during the year he or she begins the leave, said teacher shall, upon return to duty, be placed at the next consecutive step on the salary schedule (if steps have been negotiated by the parties for that year) and retain accumulated sick leave.

**ARTICLE 25
PERSONAL BUSINESS LEAVE**

- 25.1 Teachers shall be allowed three (3) days per year for personal business. Requests for personal business leave shall be submitted to the Building Principal at least twenty-four (24) hours prior to the date of the requested leave unless an emergency exists. Personal business days shall not be used on Professional Development days.
- 25.2 Requests for personal business leave, two (2) days prior to or immediately following holidays or vacations shall not be granted unless it is an emergency and given approval by the Building Principal.
- 25.3 Personal business leave may be taken as long as the criteria in 25.1 and 25.2 of this article are met. A day taken without approval shall result in the loss of a day's pay and a written reprimand. A second offense could result in dismissal.
- 25.4 Teachers may appeal any decision on personal business leave to the Superintendent of Schools.
- 25.5 Any personal business days not used shall accumulate up to five (5) days. Additional personal business leave days not used will be added to the sick leave days. It is agreed that there is to be no more than ten (10) persons per school district or two (2) persons per building to be absent on the same day as provided for under this personal leave plan, unless approved by the Superintendent.
- 25.6 Two (2) additional days for personal business use may be granted with pay for the substitute to be paid for by the teacher. The requests must have the prior approval of the Superintendent of Schools.
- 25.7 Requests for the use of personal business days for reasons prohibited above may be granted upon approval of the Superintendent, who maintains sole discretion over the granting of such leave days. Days granted under this section shall require the deduction of a full day's pay.

**ARTICLE 26
ILLNESS AND DISABILITY**

- 26.1 Sick leave shall be granted to a teacher in the following circumstances:
- 26.1.1 Personal illness or disability, including pregnancy-related disabilities, doctor's appointments.
- 26.1.2 Physical incapacity to teach.

- 26.1.3 When the teacher's presence in the school might be detrimental to the welfare or health of the students or fellow teachers, as certified by a doctor.
- 26.1.4 Illness in the immediate family.
- 26.2 Immediate family is defined as the spouse, children, and parents of the employee.
- 26.3 Absence without loss of salary shall be allowed not to exceed a total of ten (10) days for illness in the immediate family. Additional days may be granted on a case by case basis at the sole discretion of the Superintendent. Such absence shall be deducted from the teacher's sick leave.
- 26.4 Each teacher shall be credited ten (10) sick days at the beginning of each school year. Sick days provide full pay, in case of non-compensable injury or illness. In the case of injury or illness compensated for by Worker's Compensation, the teacher's pay will be the difference between his/her regular salary and the amount paid by the Worker's Compensation. Absence due to injury incurred on the job in the course of the teacher's employment shall not be charged against the teacher's sick leave days. This is to be coordinated with the latest Workers' Compensation Act.
- 26.5 Unused sick leave shall be credited to each teacher's sick leave account up to a maximum of two hundred (200) days.
- 26.6 Sick leave for teachers employed on a part-time basis, or for part of the school year, will be in proportion to the time employed.
- 26.7 The teacher shall, on request of the Superintendent, present a doctor's certificate or other proof of illness, satisfactory to the Superintendent, covering the full period of absence for which he/she is being paid.
- 26.8 In accordance with the provisions of the Family and Medical Leave Act (FMLA), teachers shall be eligible for up to twelve (12) weeks of unpaid leave for the purpose of their own illness, or the serious illness of a spouse, child, or parent, or the birth or adoption of a child, foster child. During this unpaid FMLA leave, the Board agrees to continue to provide all benefits in accordance with the Act.

ARTICLE 27
SICK LEAVE BANK

- 27.1 The Sick Leave Bank shall be made available to members of the bargaining unit.
- 27.1.1 First-year teachers must contribute a minimum of one sick day and work a minimum of thirty (30) calendar days to be eligible for benefits under this plan.

- 27.1.2 Part-time teachers shall contribute to the Sick Leave Bank and share in its benefits on a pro-rated basis.
- 27.2 At the beginning of each school year the Association shall reimburse the Sick Leave Bank via sick leave day contributions from its membership. If this action is not taken within thirty (30) days after the first day of school each year by the Association, the Board shall prescribe the method of bringing the Sick Leave Bank to a minimum of two hundred (200) days.
- 27.3 A teacher may draw upon the Sick Leave Bank only after the teacher's accumulated sick leave days, personal business leave days, and compensation days have been exhausted and the illness or disability is of an extended nature of not less than five (5) working days.
- 27.4 The maximum benefits a teacher may receive under the plan is ninety (90) working days in any one school year.
- 27.5 The Board shall furnish the Association an annual report on the status of the bank.
- 27.6 A teacher applying to the Sick Leave Bank committee for Sick Leave Bank days under the provisions of this plan must be under care of the attending physician and provide written proof to this effect.
- 26.7 A teacher applying for use of Sick Leave Bank will submit a request to the EREA Sick Leave Bank Chairperson or designee in writing. The EREA designee and Superintendent designee mutually will determine eligibility of each case within ten (10) days and communicate to the teacher in writing and to the business office in writing.
- 27.8 A teacher who has drawn on the Sick Leave Bank shall repay the Sick Leave Bank by giving two (2) days back at the beginning of each school year and one-half ($\frac{1}{2}$) of their unused sick days at the end of each year until they pay back what they have borrowed.
- 27.9 A teacher may draw upon the Sick Leave Bank for childbirth related leave only after the teacher's accumulated sick leave days, personal business leave days, and compensation days have been exhausted for up to a cumulative total of 30 days.
- 27.10 Teachers who leave the district and still owe days to the Sick Leave Bank will pay back the days at a rate of the current full-day sub-pay for the remaining balance of days.

**ARTICLE 28
COMPENSATION LEAVE**

28.1 Teachers may earn and accumulate compensation days each semester in accordance with the following schedule:

0 sick days used	1.0 day earned
1 sick day used	0.5 day earned

**ARTICLE 29
INSURANCE PROTECTION**

29.1 The Board agrees to pay the maximum allowed by PA 152 2021 State mandated hard cap amount of the total cost of medical costs through December 31, 2021 and the 2022 PA 152 State mandated hard cap beginning January 1, 2022 and through December 31, 2022, and the 2023 PA 152 State mandated hard cap beginning January 1, 2023. Parent and Child will be considered a couple.

29.2 Option A. For those electing health insurance:

MESSA ABC Plan 1 (\$1400/\$2800 deductible). Employees may choose to participate in a Health Savings Account plan. The Board will contribute 2/3 of deductible (in network level) into the Health Savings Account on January 1 and 1/3 of the annual deductible (in network level) on September 1. At the option of the Employee the eligible HSA employer contribution amount may be waived to reduce the employee's premium/HSA share. Employee participates in RX Saver prescription plan; non-Board reimbursable. Payroll deductions for amounts exceeding the applicable cap will be deducted evenly over the duration of the contract period.

Long Term Disability 66-2/3%, \$4000 maximum, 90 calendar days, modified fill mental/nervous and alcohol/drug addiction; Social Security freeze.

Delta Dental - 75-75-75 \$1500 70% \$2000. 2 cleanings

Delta Dental - effective July 1, 2022 100-80-80 \$1500 70% \$2000 2 Cleanings

Negotiated Life - \$25,000 AD&D

Vision - VSP 3+ 250 CL

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

29.3 Option B. For those not electing health insurance:

Cash-in-Lieu: \$6200 annually. The District shall fully fund the following non-major medical benefits for a 12-month period:

Long Term Disability 66-2/3%, \$4000 maximum, 90 calendar days, modified fill mental/nervous and alcohol/drug addiction; Social Security freeze.

Delta Dental - 75-75-75 \$1500 70% \$2000 2 cleanings

Delta Dental - effective July 1, 2022 100-80-80 \$1500 70% \$2000 2 Cleanings

Negotiated Life - \$25,000 AD&D

Vision - VSP 3+ 250CL

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

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

**ARTICLE 30
COMPENSATION**

- 30.1 Teachers may elect to have their pay computed for twenty-one (21) or twenty-six (26) pay periods. No change in the number of pay periods will be allowed after October 1 of each year without the Superintendent's approval, except in cases of teacher retirement.
- 30.2 Teachers may be hired at no higher step than step eight (8) for outside teaching experience or other similar experience upon the approval of the Superintendent of Schools and the Board of Education.
- 30.3 Teachers shall receive additional pay for pre-approved semester hours beyond their degrees according to the following factors:

30.3.1 Option A:

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

Option B:

A teacher will be reimbursed for classes taken according to the following schedule: \$160.00 per semester hour (Any teacher already having thirty (30) hours accumulated may use Option B only, for classes taken.)

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

- 30.3.2 All semester hours for reimbursement must be in an approved program in an education related field; said program to be on file in the Superintendent's office, or have the prior approval of the Superintendent for course work outside of the approved program.

- 30.3.3 All semester hours for reimbursement must be taken through a college or university accredited by the North Central Association, or a sister agency, or a college or university recognized by them.

- 30.3.4 All semester hours for reimbursement must have a grade of B or better.
- 30.3.5 Transcripts of the approved semester hours taken shall be presented to the Superintendent's office by October 15 of the 1st semester and March 15 of the 2nd semester for payment in order for a teacher to be eligible for salary schedule movement.
- 30.3.6 Teachers who work as a Summer School Teacher will be compensated at a rate of \$25 per hour.
- 30.3.7 Teachers who participate in professional development during the summer break will be compensated at a rate of \$25 per hour except for contracted days.
- 30.3.8 Teachers required to drive their personal car on school business shall be reimbursed at the IRS rate.
- 30.3.9 HS and MS Counselors may be required to work up to fifteen (15) additional days at per diem rate for scheduling, balancing classes as pre-approved by administration.
- 30.3.10 Special Education teachers and SSW with six or fewer eligible Medicaid students will earn \$325 annually for completing the required Medicaid billing each month for students on the caseload that require billing. Special Education teachers and SSW with seven or more eligible Medicaid students will earn \$650 annually for completing the required Medicaid billing each month for students on the caseload that require billing. This stipend will be paid on the last pay in June.

**ARTICLE 31
SALARY SCHEDULE**

- 31.1 The salaries of teachers covered by this agreement for the respective school year, or years, are set forth in this section and are incorporated into this Agreement.
- 31.2 All teachers are hired on the basis of the salary schedule.
- 31.3 Changes in placement on the salary schedule shall be approved and paid only at the beginning of a semester. If there may be a potential change in placement on the salary schedule for the second semester of a school year, the teacher must give the Board notice, in writing, of that potential change before June 15th of the prior year.

31.4 FINANCIAL SUMMARY 2021-23

1. Steps and lanes granted to eligible employees in both years.
2. Increase BA Lane Step 1 to \$38,000.
3. Increase 2021-22 salary schedule 2.0% from adjusted 2020-21 salary schedule.
4. Current employees who were employed by ERPS and worked during the 2020-21 school year will be compensated with a one-time off schedule non-pensionable payment of \$2,500 to a 403b account to be paid in October 2021.
5. Increase 2022-23 salary schedule 2.0% from 2021-22 salary schedule.

**SALARY SCHEDULE
2021-23**

BA	2021-22	2022-23	MA	2021-22	2022-23
1	\$38,760	\$39,535	1	\$41,541	\$42,371
2	\$39,660	\$40,453	2	\$43,419	\$44,288
3	\$41,541	\$42,371	3	\$45,299	\$46,205
4	\$43,419	\$44,288	4	\$47,180	\$48,124
5	\$45,675	\$46,588	5	\$49,434	\$50,423
6	\$47,931	\$48,889	6	\$51,690	\$52,723
7	\$50,184	\$51,188	7	\$53,945	\$55,024
8	\$52,442	\$53,491	8	\$56,202	\$57,326
9	\$54,696	\$55,790	9	\$58,454	\$59,623
10	\$56,951	\$58,090	10	\$60,711	\$61,926
11	\$59,207	\$60,391	11	\$62,966	\$64,225
12	\$61,463	\$62,692	12	\$65,221	\$66,525
13-15	\$63,718	\$64,993	13-15	\$67,478	\$68,828
16-18	\$65,598	\$66,910	16-18	\$69,357	\$70,744
19-21	\$67,289	\$68,635	19-21	\$71,048	\$72,469
22+	\$68,982	\$70,361	22+	\$72,740	\$74,195

If the student enrollment for the blended fall count is higher than budgeted by ten students or more, or the state foundation amount is increased after October 1, District will meet with EREA and discuss the impact of the increased funding to meet District needs.

**ARTICLE 32
EXTRA CURRICULAR COMPENSATION**

- 32.1 Teachers engaging in extra-curricular activities enumerated in Article 33 shall be compensated in accordance with that schedule in the manner provided.
- 32.2 Teachers substituting for the Principal shall be paid twenty dollars (\$20.00) per day or be granted an hour of comp time in addition to their regular rate of pay.

**ARTICLE 33
EXTRA CURRICULAR SCHEDULE**

33.1 HIGH SCHOOL SPORTS

TIER 1	
Head Coach: Varsity Football, Boys and Girls Varsity Basketball	10%
Asst Coach: Varsity Asst. Football, Head JV Football, Boys and Girls Head JV Basketball	6.5%
TIER 2	
Head Coach: Boys and Girls Varsity Soccer, Varsity Volleyball, Varsity Baseball, Varsity Softball	8.0%
JV Soccer, JV Volleyball, JV Baseball, JV Softball	5.0%
TIER 3	
Boys Varsity Track, Girls Varsity Track, Golf, Skiing, Cheer, Dance Squad, Equestrian, Boys and Girls Freshmen Basketball, Freshmen Volleyball, Boys and Girls Tennis, Bowling, JV Asst. Football, Wrestling, Boys and Girls Cross Country, Powerlifting	5.0%

33.2 MIDDLE SCHOOL SPORTS

TIER 1	
Football, 7 & 8 Boys and Girls Basketball, 7 & 8 Volleyball	4.5%
TIER 2	
Football Assistant, Cross Country, Boys and Girls Track	3.5%
TIER 3	
'B' Boys and Girls Basketball, 'B' Volleyball, Fall Cheer, Winter Cheer, Wrestling	2.5%

33.3 DISTRICT-WIDE

Leadership	
Lakeland PLC Mill Creek PLC Middle School Steering Committee High School PAC	8.0% per building
K-12 Curriculum Committee Members	
Two (2) teachers each from Mill Creek, Lakeland, and Cherryland Four (4) from ER High School (one teacher from each core area at the High School level) for a grand total of ten (10)	2.0 % per person
Technology	
Webmaster (x 4, one per building)	\$1,000
Technology Coaches (one per building)	5.0%
Other	
Middle School Test Administration	2.0%
High School Test Administration	3.0%

33.4 ELEMENTARY SCHOOL

Student Council (x 2 buildings)	1.5%
Robotics Coach (x 2 buildings)	2.0 % or full grant
Vocal Music K-5	2.0%
Running Club (x2, one per building)	1.5%

33.5 MIDDLE SCHOOL

Academic Teams	
Robotics Coach	2.0% or full grant
Michigan Youth in Government- Coordinator	3.0%
Contemporary Issue Co-coach- Coach 1	2.0%
Contemporary Issue Co-coach- Coach 2	2.0%
Coordinator Assistant	1.0%
Spelling Bee Coordinator	1.0%
Performing Arts	
Instrumental Music 6-8	2.5%
Vocal Music 6-8	2.0%
Student Groups	
National Junior Honor Society	1.5%
Student Leadership Team (SLAM) Lead Advisor	1.5%
Student Leadership Team (SLAM) Assistant Advisors (x3)	1.0%
STAND	1.0%

33.6 HIGH SCHOOL

Academic Teams	
Science Olympiad Coach*	1.5%
Odyssey of the Mind Coach*	1.5%
Academic World Quest Coach*	1.5%
*1.5% is for 2-4 teams. If 5 or more teams then 2.0% and Coach Helper for impacted teams at .75%	
Robotics Coach	2.0% or full grant
Michigan Youth in Government- Coordinator	3.0%
Michigan Youth in Government- Mock Jury Coach	3.0%
Performing Arts	
Senior High Band	11.0%
Vocal Music 9-12	7.0%
Musical Production (if two people, 4% each)	8.0%
Drama Director	5.0%
Madrigal Dinner (if two people, 2% each)	4.0%
Student Groups	
Sunrise Academy Class Sponsor	1.5%

9th Grade Class Sponsor	1.5%
10th Grade Class Sponsor	2.0%
11th Grade Class Sponsor	3.0%
12th Grade Class Sponsor	3.0%
National Honor Society	3.0%
National Art Honor Society	1.0%
Student Council	2.0%
Rotary Interact	2.0%
SADD	1.25%

33.6.1 STATE COMPETITIONS. Compensation. If the high school band, choir, OM, NAHS, Science Olympiad and debate team move to the second level of competition, the teacher will be compensated with a stipend of \$250.00. (maximum 1.5%)

- 33.7 Pay based on a percentage of the B.A. base. New persons to a position will start on step 1 and progress to step 12, moving one step for every year's experience in a comparable activity. New persons to a position may be given up to four (4) years of service credit for experience in a comparable activity, upon the approval of the Superintendent and the Board of Education. Persons within the school system who move within a sport will receive credit for their past experience in that sport and continue progressing on the salary schedule.
- 33.8 The positions will be filled only upon the recommendation of the administration.
- 33.9 Within two (2) weeks of the school year or within two (2) weeks of hiring for a sport/activity, the person responsible for the sport/activity shall notify the payroll secretary as to whether the person would want a lump sum payment at the conclusion of the sport/activity or to have the total amount divided into an equal number of installments to be included with the regular, if applicable, paycheck. A separate contract will be provided for each sport/activity within two (2) weeks of the above notification.
- 33.10 In the event the yearbook becomes a part of the Senior High Curriculum it will be dropped as a part of Appendix B.
- 33.11 If the positions of class advisor or student council advisor are not filled voluntarily, a teacher may be appointed to the position by the principal of the building.
- 33.12 When a coach handles two sports at the same time, (example: Varsity Boys and Girls Track) the coach shall receive the stated percentage of (1) one sport and (1/2) one-half the stated percentage of the other sport being coached.
- 33.13 In case of an extended illness or similar situation in a coaching or other position on the extra-curricular schedule, the Association and the Board would meet and develop a mutually agreeable payment for the services rendered.

- 33.14 The Board of Education will review these positions annually.
- 33.15 A representative of the Association and a representative of the Board shall meet at least once per school year to discuss the above percentages. Any changes shall be subject to ratification of the Association and the Board.
- 33.16 Compensation for Schedule B type duties that are assigned by the administration, that are not already outlined in the Master Agreement, need to be agreed upon by the Superintendent and the Association through a Letter of Understanding.

**ARTICLE 34
EARLY RETIREMENT INCENTIVE**

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

**ARTICLE 35
TEACHER RETIREMENT AND SEVERANCE PAY/DEATH BENEFITS**

- 35.1 To qualify for this plan a teacher must have taught in the Elk Rapids Schools for a minimum of ten consecutive years, be qualified for retirement under the policy of the Michigan Public School Employees' Retirement System and submit evidence from the MPSERS that the processing of his/her application for retirement has been completed. A teacher qualifying for early retirement pay shall receive as early retirement pay an amount equal to forty percent (40%) of the teacher's regular daily base pay at retirement for each day of accumulated sick leave, up to a limit of 62 sick days if eligible for full retirement benefits. Additionally, if a teacher has 100 to 149 sick days, they will receive an additional \$250.00. If a teacher has 150 to 199 sick days, they will receive an additional \$500.00. If a teacher has 200 sick days, they will receive \$750.00. The payment for accumulated sick leave and early retirement incentives will only be received in the form of an employer contribution to a 403(b) plan. This is a one-time payment.
- 35.2 As longevity pay, a teacher who has been employed at least ten (10) years in the Elk Rapids School District will receive \$184 per year of service for each year of employment. The payment of longevity pay will be paid through the normal payroll process subject to Article 35.4.
- 35.3 Persons qualifying for early retirement or severance pay must file a letter of intent to retire by November 15 if retiring at the end of the first semester or by April 1 if retiring at the end of the second semester to be eligible for the retirement or longevity pay under this provision.

- 35.4 Payment of the above monies will be made in July of the year of retirement or half in July and half the following January, or all the following January at the discretion of the retiree. Under special circumstances the Board and the teacher may mutually modify the terms of this agreement.
- 35.5 In case of death, the above (35.1-35.4) shall not apply, but accumulated sick leave to a maximum of \$5,000 shall be paid to the beneficiary.
- 35.6 Persons who have retired prior to this agreement shall be subject to the retirement plan they received when they retired.

ARTICLE 36 GRIEVANCE PROCEDURE

- 36.1 Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any of the provisions of this agreement, may file a written grievance with the Administration. Such complaint shall set forth the alleged violation of a specific article and section of this agreement and the remedy requested. The Board designates as its representative for such purpose the Principal of each school building. All grievances must be signed by the aggrieved teacher, group of teachers or the Association.
- 36.2 If a teacher, group of teachers, or the Association do not file a grievance in writing with the Principal or other Board representative within ten (10) work days after the grievant's knowledge of the occurrence or omission, then the grievance shall be considered waived and dropped. At the conclusion of the school year, the teachers shall have ten (10) work days from the date of knowledge of the occurrence or omission in which to file a grievance.
- 36.3 Within five (5) workdays of the receipt of the grievance the Principal shall meet with the signatory(s) to the grievance and the designated representative of the Association in an effort to resolve the grievance. The Principal shall indicate his/her disposition of the grievance in writing to the teacher and designated representative of the Association within five (5) workdays of such meeting.
- 36.4 If the grievant or the Association is not satisfied with the disposition of the grievance by the principal or if no disposition has been made by the principal within the required five (5) workdays, the grievance shall then be transmitted to the Superintendent within five (5) workdays. Within five (5) workdays after receiving the grievance, the Superintendent shall meet with the Association. The Superintendent shall indicate his/her disposition of the grievance in writing, within five (5) workdays of said meeting.

- 36.5 If the grievant or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made by the Superintendent within five (5) work days of such meeting, the grievance shall be transmitted to the Board of Education by filing a written copy with the Secretary of the Board within ten (10) working days. The Board, no later than its next regular meeting shall decide the grievance with a hearing, at its option, or may hear the grievance by committee, which shall make recommendations to the Board for its decision thereon. Disposition of the grievance shall be made in writing within five (5) workdays of such meeting of the Board. Copies of such disposition shall be furnished the teacher and the Association. If the Association fails to provide the Administration with a signed disposition of the grievance within the timelines outlined in sections (36.4) and (36.5), the grievance shall be considered waived and dropped.
- 36.6 If the Board of Education and the Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific section of this agreement, it may within twenty (20) workdays after the decision of the Board be appealed to arbitration. The Association appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said twenty (20) workday period. If not so delivered, the grievance shall be considered abandoned. If the parties are unable to agree upon an arbitrator, he/she shall be appointed under rules of the American Arbitration Association. The teacher, the group of teachers, the Association, the Board of Education, the Arbitrator and the Arbitration shall be subject to the following which shall control if there be conflict with a rule of the American Arbitration Association.
- 36.6.1 The Arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.
- 36.6.2 The Arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.
- 36.6.3 The Arbitrator shall not have the authority to change the existing salary structure; however, he/she may rule on the proper placement on the salary schedule.
- 36.6.4 The Arbitrator shall not have the authority to rule on the Board of Education's, the Superintendent's, or the Principal's right to manage or direct the work of a teacher, except as specifically limited within this Agreement, and may not infer from any provisions of this Agreement any limitation of those rights.
- 36.6.5 Each party shall furnish to the Arbitrator and to the other party whatever facts or material the Arbitrator may require to properly weigh the merits of the grievance, provided however, such facts or material must have been discussed during the grievance procedure or the Arbitration.

- 36.6.6 The American Arbitration Association's administrative fee and the Arbitrator's charges for his/ her services shall be shared equally by the Board of Education and the Association. Each shall bear his/her own expense in conjunction herewith.
- 36.6.7 The Arbitrator's decision, on an arbitrable matter within his/her jurisdiction shall be final and binding, subject to judicial review.
- 36.6.8 The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the exchange of briefs, which is to occur within ten (10) calendar days of the close of the hearing. The Arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.
- 36.7 It shall be the general practice of all parties of interest to process grievances during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board to hold the proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.
- 36.8 Any individual employee at any time may present grievances to his/her employer and have the grievances adjusted without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of the bargaining contract or agreement then in effect if the bargaining representative has been given the opportunity to be present at such adjustment.
- 36.9 The following matters shall not be the basis of any grievance filed under the procedure outlined in this section:
- 36.9.1 Any claim or complaint for which there is another remedial procedure as specified in the Teacher Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan as amended).
- 36.9.2 The failure of the Board to reappoint a teacher to an extra-curricular position.
- 36.9.3 Any claim involving a prohibited subject of bargaining.
- 36.10 The time limits provided in this section shall be strictly observed, but may be extended by written agreement of both parties.
- 36.11 For a copy of the GRIEVANCE REPORT FORM – See Appendix A at the end of the contract.

**ARTICLE 37
EMERGENCY MANAGER**

37.1 An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4. Note: Inclusion of this language is required by Section 15(7) of the Public Employment Relations Act.

**APPENDIX A
GRIEVANCE REPORT FORM**

GRIEVANCE # _____ Elk Rapids School District

Distribution of Form:

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

Submit to Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed
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STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance

2. Relief Sought:

Signature

Date

C. Disposition of Principal:

Signature

Date

D. Disposition of Grievant and/or Association:

Signature

Date

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee:

Signature

Date

C. Position of Grievant and/or Association:

Signature

Date

STEP III

A. Date Received by Board of Education: _____

B. Disposition of Board of Education:

Signature

Date

C. Position of Grievant and/or Association

Signature

Date

STEP IV

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator:

Signature

Date

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