

**MASTER AGREEMENT
BETWEEN THE
BELLAIRE PUBLIC SCHOOLS
AND THE
NORTHERN MICHIGAN EDUCATION ASSOCIATION/MEA/NEA**

2005 - 2007

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**NORTHERN MICHIGAN EDUCATION ASSOCIATION/MEA/NEA
BELLAIRE PUBLIC SCHOOLS
2005 - 2007 PROFESSIONAL AGREEMENT**

THIS AGREEMENT, entered into this 1st day of September, 2005, by and between the Bellaire Board of Education, hereinafter called the "Employer," and the Northern Michigan Education Association/MEA/NEA, hereinafter called the "Association."

ARTICLE I - RECOGNITION

- A. The Employer recognizes the Association as the sole bargaining representative for all regularly employed certified bargaining unit members, but including media specialists and guidance personnel.
- B. The Employer agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II - EMPLOYER RIGHTS

- A. In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Bellaire School District, consistent with community resources, the Employer retains and reserves unto itself all powers, rights, authority, duties and responsibility conferred upon and vested in it by law including by way of illustration and not by way of limitation, the following:
 - 1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
 - 2. The right to hire all employees and subject to provisions of law and the specific terms of this contract. To determine their qualifications, to discharge, demote or otherwise discipline employees and to promote, assign, and transfer employees.
 - 3. The selection of textbooks and teaching materials and various teaching aids.
 - 4. The right to determine class schedules, class size, the hours of instruction and assignment of bargaining unit members with respect thereto.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Employer and adoption of policies, rules, regulations and practices in the furtherance thereof, shall be limited by the provisions of this Agreement.

ARTICLE III - ASSOCIATION DUES, FEES AND DEDUCTIONS

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association or pay a service fee to the Association as allowed by law. The bargaining unit member may authorize payroll deduction for Association service fees. In the event that the bargaining unit member shall not pay such service fees directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7), at the written request of the Association, deduct the service fee from the bargaining unit member's wages and remit the same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association no later than twenty (20) days following deduction. The Association shall be responsible for disbursements of dues to the MEA and NEA.
- B. The Association shall, a minimum of two weeks prior to the first payroll distribution, give written notification to the superintendent's office of the amount of the dues/fees and assessments, which are to be deducted in that school year. The amount of these dues/fees and assessments shall not be subject to change more than once during the school year (i.e. the twelve month period beginning with the opening of school in the fall of each year). The right to refund to bargaining unit members monies deducted from their salaries under such authorization shall lie solely with the Association.
- C. Bargaining unit members may pay Association dues or the representation fees directly to the Association in lieu of deduction. The Association shall notify the Employer of employees who wish to pay directly to the Association in full.
- D. The Employer shall provide to the Association a list of bargaining unit members employed by the Employer, along with the full or part-time status of each bargaining unit member. The Association shall also certify to the Employer as soon as the amount is known, the amount of the monthly representation service fees to be deducted.
- E. The Employer shall not be required to make any deduction for Association dues, fees or assessments if the bargaining unit member's pay is not sufficient to cover those dues, fees or assessments (after all legally required deductions or prior to the date of this agreement) in any pay period.
- F. The Association shall establish a procedure under "policy regarding objections to political-ideological expenditures." The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting bargaining unit member concerning the application and interpretation of the policy regarding objections to political-ideological expenditures shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure. If any person represented by the bargaining unit who pays service fees hereunder objects to the expenditure by the Association (including MEA or NEA) of any funds collected from him/her pursuant to this article, such person may present such

objection pursuant to that policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder.

- G. Membership in the Association is not compulsory. Each bargaining unit member shall have the right to freely join, refrain from joining, or drop his/her membership in the Association.
- H. Pursuant to Equal Employment Opportunity Commission guidelines, any bargaining unit member who has a bona fide good faith religious objection to the requirements of this article shall not be subject to these requirements. Any such bargaining unit member shall notify the Employer and the Association of his/her objection. Any bargaining unit member who has a bona fide good faith religious objection must pay the amount equal to the monthly Association dues or monthly representation fee to a non-profit, charitable organization that is active in the Bellaire area. The bargaining unit member will supply a receipt to the Employer and the Association showing such contribution to said organization.
- I. Any bargaining unit member who is a member of the Association or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and Bylaws. Pursuant to such authorization, the Employer shall deduct one-twentieth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
- J. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and the Employer.
- K. The parties agree that every bargaining unit member will be required each school year to sign an individual contract of employment as provided in Section 1231 of the School Code (MCL 380.1231, MSA 15.41231) and that every such contract shall contain the following statement:

"This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Employer and the exclusive bargaining representative of bargaining unit members and other employees who are members of the teacher bargaining unit employed by the Employer. The terms of such collective labor agreement are incorporated herein and by accepting and signing this contract, I agree to be bound by all such terms, including provisions of Article III, "Association Dues, Fees and Deductions thereof."
- L. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the fee charged to non- members along with other required information

may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

M. Any bargaining unit member may sign and deliver to the administration an authorization for payroll deduction for the following purposes:

1. MESSA Choices II Health Insurance.
2. MESSA Group Term Life Insurance up to maximum allowed by policy.
3. MESSA Long-Term Disability.
4. MESSA Dental Care.
5. MEFSA Tax Shelter Annuity and/or Credit Union Savings.
6. Any tax shelter annuity program for which there are three or more bargaining unit members with an interest.
 - a. On or before October 1 of each year, any bargaining unit member may sign and deliver to the Employer an authorization for payroll deduction of an annuity and/or credit savings. The authorization shall state the amount to be deducted from each payroll and to whom payment shall be made.
 - b. The amount may not be changed during the contract year unless by written notice to the Employer signed by the bargaining unit member requesting the total amount be dropped.
 - c. Payment shall be made monthly to the designated agency.
 - d. Such authorization shall continue in effect from year to year unless revoked in writing. The amount of deduction may be changed at the beginning of each contract year provided that the request for such change be made in writing on or before October 1.
 - e. There shall be no charge for the above deductions.
 - f. Any exceptions to the above due to extenuating circumstances must have the approval of the superintendent.

N. The Association expressly assumes the full responsibility for the validity, legality and processing of the provisions set forth within Article III. The Association expressly agrees to defend, indemnify and hold harmless the Public School of Bellaire, its Board of

Education, individual Board members, past and present, employees and agents against any and all claims, demands, damages, awards, judgments, costs, or other forms of liability including but not limited to back pay damages and all court or administrative costs and attorney fees that may arise out of or by reason of any action taken by the Employer, its employees or agents for the purpose of complying with any of the terms of this Article.

- O. It is specifically and expressly agreed that any payment for any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Employer be obligated to pay out any monies arising out of any claim or demands that are brought or made due to this Article. (The Association assumes the right to select counsel and to compromise or settle any claim made against the Employer as a result of Article III. The Association shall notify the Employer of the person selected as counsel.)
- P. The Association agrees that it will take no action claiming or supporting the claim that its agreements in this article pertaining to defense, indemnification, and holding harmless are void and unenforceable. Further, in the event that it is ever determined that the Association's agreement to defend, indemnify and/or hold harmless is void or unenforceable, that holding shall not affect the Association's duty and obligation to defend, indemnify, and hold harmless, as set forth in this article and the Association will honor those duties and obligations.

ARTICLE IV - WORKING CONDITIONS

- A. **Class Load:** The following numbers are realistic class size loads, but bargaining unit member input as well as room size, work stations and equipment for conducting said class will be considered by the Administration in making any class size decision.

Grades K - 2	.....	24
Grades 3 - 5	.....	25
Combination	.....	24
Special Education	.....	(not to exceed state/federal guidelines)
Grades 6 through 12:		
Social Studies	.....	28
English	.....	28
Math	.....	28
Science	.....	28 Junior High (Lab Room Capacity)
Art	.....	24
Language	.....	24
Computer Science	.....	(Lab Room Capacity)
Industrial Arts:		
7th & 8th	.....	(Will attempt to keep below 20 students)
Drafting	.....	24
General Shop	.....	18
Woodworking	.....	15

Music	Room Capacity
Physical Education	35
Home Economics:	
7 th 8 th	(Will attempt to keep below 20 students)
9 through 12	20
Home & Family Living	28
Study Skills 504	15

B. In the event that a class load exceeds the above limits, the Administration shall meet with the bargaining unit member and the representatives of the Association within ten (10) student days of the occurrence of the overload to review the impact of the classroom composition on teaching effectiveness and seek a workable solution to the problem(s) identified. One of the following solutions will be agreed upon within fifteen (15) student days after the meeting above and implemented as soon as possible following the meeting (B1 or B2). Until the solution is in place, the member will be compensated for all time the overload was in effect per B-1 below.

1. A payment of seven dollars and fifty cents (\$7.50) per student in excess of the above maximum class size per student enrollment day.
2. The Administration, bargaining unit member, and a representative of the Association, by mutual consent, may determine that the education of students is not being adversely affected or consider other options to address the overload including but not limited to the following:
 - a. Addition of certified staff.
 - b. Addition of instructional aides (for the amount of time the above limits are actually exceeded).
 - c. Reassignment of student(s).
 - d. Provide substitute teacher time to provide the member with additional planning time.
 - e. Relieve member of other professional duties or responsibilities.
 - f. Purchase additional equipment and/or technology.
 - g. Purchase additional materials.
 - h. Any other mutually acceptable solution.
3. If a mutually acceptable solution cannot be agreed upon, the Superintendent will choose the best educational solution from the choices above (B1 or B2).
4. If parent-teacher conferences must be scheduled outside of the regularly scheduled parent-teacher conference time due to overloaded classes, requiring extra working time by teachers, such time shall be paid at the rate of twenty dollars (\$20.00) per hour.

C. A bargaining unit member shall be required to report to his/her teaching station for duty ten (10) minutes prior to the start of classes for the school day, and to remain at his/her teaching station fifteen (15) minutes after the conclusion of classes for the school instructional day.

1. Bargaining unit members are encouraged to remain sufficient time after the close of the pupil's regular school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the bargaining unit member. On Fridays or days preceding holidays, bargaining unit members shall be free to leave immediately after the student body is dismissed.
 2. Bargaining unit members may be required to attend meetings held at the end of the school day. There shall be not more than two (2) staff meetings called per month. These meetings will be held on a predetermined weekday, other than Friday. Meetings shall not last longer than one hour beyond the start of the meeting. The start of the meeting will be fifteen (15) minutes after the last class period release time. If a meeting is cancelled for "reasons beyond control" of the administration (i.e. snow day), it will be made up as soon as it is necessary.
- D. All bargaining unit members shall be entitled to a duty-free, uninterrupted lunch period of no less than thirty (30) minutes.
- E. A normal daily workload for middle/secondary school bargaining unit members of academic subjects shall be six (6) of seven (7) periods, unless a bargaining unit member shall have more than four (4) different preparations, in which case the bargaining unit member shall not be assigned to more than five (5) periods without the bargaining unit member's permission. A study hall shall be considered a class.

If an alternate schedule is established, a normal daily workload will be as stated in a Letter of Agreement.

- F. All bargaining unit members will be provided with preparation time each week.
1. Middle school and high school teachers shall be provided with preparation time during the school day. The preparation time shall be the length of a class period.
 2. Elementary teachers shall be provided with not less than 200 minutes per week. However, the Board will strive to provide a minimum of 250 minutes of preparation time each week. Times during which elementary classes are receiving instruction from various certified teaching specialists (art, physical education, music, etc.) may be counted toward the preparation minutes by elementary teachers. In the event that a "specials teacher" is absent, and no substitute teacher is employed, the classroom teacher will receive compensation at the rate of twenty dollars (\$20) per hour or compensatory time equal to the loss of that preparation time.
- G. The Employer agrees to maintain an adequate list of substitute teachers. The use of bargaining unit members during their preparation time will be restricted to emergencies where other substitutes are not available. Opportunities to substitute shall be offered on a rotating basis among those teachers who are available. The substituting classroom teacher will receive compensation at the rate of twenty dollars (\$20) per hour or compensatory time equal to the duty time as agreed upon with the Superintendent or his/her designee.

- H. The Employer shall provide all bargaining unit members written notice of their tentative assignment for the forthcoming school year not later than June 1.
- I. The parties recognize that the availability of optimum school facilities and equipment for both students and bargaining unit members is important to insure a high quality of education. The Employer will comply with State and local requirements when constructing, equipping, or maintaining classrooms/facilities. No bargaining unit member will be required to work, maintain or supervise students in areas constructed, equipped or maintained by the Employer in violation of the foregoing.
 - 1. The Employer shall make available in each school, adequate lunchroom, restroom and lavatory facilities for bargaining unit members' use and at least one room, appropriately furnished, which shall be reserved for use as a faculty workroom. Provisions for such facilities will be made in all future buildings.
 - a. Adequate space and needed privacy will be provided with adequate facilities within each school, providing for special services teachers to carry out their responsibilities with individuals or groups of students.

ARTICLE V - VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Employer declares its support of a policy of filling vacancies within the bargaining unit from within its own staff, but is solely responsible for the filling of any vacancy. Whenever a vacancy occurs, the superintendent shall post notices of the vacancy on a bulletin board in each building for not less than ten (10) days before the position is filled. Vacancies shall be filled on the basis of certification, qualifications and seniority, as defined under Article XIII, C (2) a, b, c.
- B. Non-teaching positions, (e.g. Schedule B, extra duties, curriculum specialists, supervisory/administrative, etc.) shall be posted along with an accompanying job description. Bargaining unit vacancies shall be posted with an accompanying list of positions to be taught.
- C. The Association recognizes that when a vacancy occurs during the school year, it may be difficult to fill from within the district without undue disruption to the existing instructional program. If the superintendent, in his/her judgment, so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current semester at which time the position will be considered vacant.
- D. Whenever vacancies occur during the summer months when regular school is not in session, the following procedure shall be followed:
 - 1. Bargaining unit members with specific interest in possible vacancies will notify the Superintendent in writing during the last regular week of school and shall include a summer address.

2. Should a vacancy occur, the bargaining unit member(s) who have expressed an interest in said position or a similar position shall be mailed a notice by the Superintendent and notified of the vacancy.
 3. The bargaining unit member so notified shall have the responsibility of contacting the Superintendent indicating his/her interest in said position within five (5) days of date of mailing.
- E. A request by a bargaining unit member for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Employer. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. A transfer during the school year will be made only in case of emergency to prevent undue disruption of the instructional program. The superintendent shall notify the affected bargaining unit member of the reasons for such transfer.

ARTICLE VI - LEAVES OF ABSENCE

- A. At the beginning of every school year, each bargaining unit member shall be credited with a total of four and one-half (4.5) days to be used for the member's professional business and personal use of which no more than two and one-half (2.5) shall be personal.
1. Professional business days may be used for any educational purpose, including Schedule B positions, at the discretion of the administrator.
 2. Personal leave days may be taken at the bargaining unit member's discretion. Personal leave days may not be taken before or after a holiday, vacations, or during the first or last week of a semester except in a provable emergency. Personal business is not to be interpreted as being for vacation or recreational activities. One and a half (1 ½) unused personal days will be carried forward to the next year as personal days. Additional unused days will be credited to the bargaining unit member's sick leave.
 3. A bargaining unit member planning to use a professional business or personal day shall make the request at least three (3) student days prior to the planned absence except under extenuating circumstances.
 4. The bargaining unit member may be asked to explain the reason before or after a holiday, weekend or vacation period and reasonable restrictions may be imposed on personal leaves on such days.
- B. Any bargaining unit member called for jury duty during school hours, or who is subpoenaed to testify during school hours, in any judicial or administrative matter, or who shall be required to participate in any collective negotiations with the Employer during the school day, shall be paid his/her full salary for such time. In case of reimbursement for jury or witness duty, the amount shall be deducted from his/her

regular pay, or reimbursement may be made to the Employer by the bargaining unit member.

C. **Sabbatical Leave:** Bargaining unit members who have been employed for seven (7) consecutive years by the Employer may be granted a sabbatical leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institutions; travel which will improve the bargaining unit member's ability to teach, etc.

1. This leave of absence will comply with Section 340.123 of Michigan General School Laws.
2. **Criteria for a Sabbatical Leave:**
 - a. A bargaining unit member must hold a permanent, professional, continuing or life teaching certificate.
 - b. A bargaining unit member must apply to the Employer in writing no later than March 15 of the school year prior to the leave.
 - c. Only one (1) bargaining unit member may be on sabbatical leave at a time.
3. A bargaining unit member on sabbatical leave shall receive the same fringe benefits as any other bargaining unit member under contract.
4. The Employer shall not be held liable for death or injuries sustained by any bargaining unit member while on sabbatical leave.

D. **Unpaid Leaves of Absence**

1. A leave of absence without pay or without advancing seniority and without contractual fringe benefits of up to one (1) year shall be granted to any bargaining unit member, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities; or to serve as a consultant or director of a teaching center. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary as he/she was at the time the leave was granted.
 - a. Bargaining unit members requesting said leave must make written application by April 30th for the Fall semester, or October 30th for the Winter semester.
 - b. Bargaining unit members who have been granted a leave of absence must notify the Superintendent of his/her intended return

no later than April 30th for the Fall semester, and October 30th for the Winter semester. It is understood that, by failing to notify the Superintendent within this time frame, the bargaining unit member irrevocably terminates employment with the district.

2. A leave of absence without pay or without advancing seniority and without contractual fringe benefits of up to one (1) year may be granted to any bargaining unit member upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as he/she was at the time the leave was granted.
 - a. Bargaining unit members requesting said leave must make written application by April 30th for the Fall semester, or October 30th for the Winter semester.
 - b. Bargaining unit members who have been granted a leave of absence must notify the Superintendent of his/her intended return no later than April 30th for the Fall semester, and October 30th for the Winter semester. It is understood that, by failing to notify the Superintendent within this time frame, the bargaining unit member irrevocably terminates employment with the district.
3. A military leave of absence without pay and without contractual fringe benefits shall be granted to any bargaining unit member who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such a leave, a bargaining unit member shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the district during such period provided he/she returns before or at the opening of the school year following discharge.
4. A leave of absence without pay or without advancing seniority and without contractual fringe benefits shall be granted upon application for the purpose of serving as an officer of the Northern Michigan Education Association, the Michigan Education Association, or the National Education Association. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as he/she was at the time the leave was granted.
5. A leave of absence without pay or without advancing seniority and without contractual fringe benefits not to exceed two (2) years may be granted to any bargaining unit member upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as he/she was at the time the leave was granted.

- a. Bargaining unit members requesting said leave must make written application by April 30th for the Fall semester, or October 30th for the Winter semester.
 - b. Bargaining unit members who have been granted a leave of absence must notify the Superintendent of his/her intended return no later than April 30th for the Fall semester, and October 30th for the Winter semester. It is understood that, by failing to notify the Superintendent within this time frame, the bargaining unit member irrevocably terminates employment with the district.
6. A leave of absence without pay or without advancing seniority and without contractual fringe benefits shall be granted to any bargaining unit member for the purpose of childcare. Said leave shall commence upon request of the bargaining unit member. It is further provided that:
- a. The reinstatement shall be to the position that the bargaining unit member is certified and qualified for.
 - b. The initial leave period shall be for the duration of the semester when the leave was granted plus one succeeding semester excluding a summer semester. The leave may be extended by written request of the bargaining unit member to the Employer.
 - c. A pregnant bargaining unit member may commence said childcare leave at her option.
 - d. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the bargaining unit member.
 - e. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as he/she was at the time the leave was granted.
7. The Employer shall not be held liable for death or injuries sustained by any bargaining unit member while on leave.
8. Bargaining unit members who desire to maintain their insurance coverage during any period of leave may make arrangements for payment through the superintendent.
9. Family and medical leave in accordance with the Family and Medical Leave Act of 1993, as amended. The bargaining unit member will have the option of exhausting any or all paid leave (sick and/or personal) concurrently with FMLA leave prior to beginning unpaid leave.

E. Illness or Disability:

1. At the beginning of each school year, each bargaining unit member shall be credited with ten (10) days sick leave allowance to be used for absences caused by illness or short-term physical disability. The unused portion of such allowance shall accumulate from year to year to one hundred-thirty (130) days with no deduction in pay. The Employer shall furnish a written statement at the beginning of each school year setting forth the total of sick leave credit.

a. Personal Day Bonus Plan

All bargaining unit members who do not use any personal leave days per year may receive the equivalent of one time the daily substitute rate for one day. In order to collect this bonus a written request initiated by the bargaining unit member should be submitted to the Superintendent's office. The compensated day will not be carried over to the next school year.

2. Absence due to death or illness in the bargaining unit member's immediate family shall be deemed legitimate use of sick leave.

a. In exceptional cases, the Superintendent can allow the use of additional sick days. Immediate family shall include the bargaining unit member's spouse, children, siblings, parents, step parents, step children, grandparents, grandchildren, brother-in-law, sister-in-law, spouse's parents, and spouse's grandparents.

b. With approval of the administration, a bargaining unit member may use a sick leave day to attend the funeral of a person outside of the immediate family.

3. Any bargaining unit member who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law shall be permitted to use any of his/her accumulated sick days to make up the difference between the allowance under the Workers' Compensation Law and his/her regular net salary.

F. At the beginning of the school year, the Association shall be credited with ten (10) days to be used by bargaining unit members who are officers or agents of the Association for Association business at the discretion of the Association.

1. The Association agrees to pay the cost of the substitute for the bargaining unit member and to notify the Superintendent no less than five (5) days in advance of taking such leave. Any exception would require approval of the Superintendent.

2. Such leave days will not be used for picketing and/or recreational activities.

3. The Superintendent may limit the use of Association days immediately prior to vacations and holidays.

ARTICLE VII - BARGAINING UNIT MEMBER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Employer hereby agrees that every employee of the Employer shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Employer, or his/her institutions of any terms or conditions of employment.
- B. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such bargaining unit member.
- C. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or handicap as provided by law.
- D. Pursuant to the guidelines of the "Bullard-Plawecki Employee Right to Know Act" (Act 397 of the Public Acts of 1978, as amended), each bargaining unit member shall have the right, upon request, to review the contents of the personnel file maintained by the Employer in his/her name. Said review shall take place in the Employer's central office. Each document will be initialed and dated by both the bargaining unit member and the Superintendent or his/her designated representative. The bargaining unit member may have an Association representative present at the review. Confidential teaching credentials and related personal references normally sought at the time of employment are specifically exempted from review. The Employer will maintain (in the Central Administration Office) only one (1) official personnel file for each employee. Materials to be used in completing a bargaining unit employee's evaluation may be kept in a building file until the evaluation is completed and forwarded to the Central Administration Office.
 1. The parties acknowledge that the "Bullard-Plawecki Employee Right to Know Act" (as amended) will serve as a guideline as to inclusions and exclusions in regard to the contents of a personnel file maintained by the Employer in an employee's name, and in regard to the release of information to a third party. Further, the parties acknowledge that, in addition to Bullard-Plawecki, there are other governing Public Acts, laws, and court cases that need (or may need) to be followed in the release of

information (example: MCL 380.1230, FERPA, etc.), and that it likely will be necessary to delete or cross out certain materials prior to the release of information to a third party.

2. The Employer shall promptly notify an employee of any requests for personnel file information concerning the teacher made pursuant to the Freedom of Information Act (FOIA), and the employee may review any such request(s) and/or response(s) to such request(s).
- E. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in his/her personnel file unless the bargaining unit member has had an opportunity to review the material. The bargaining unit member shall submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question. When a bargaining unit member is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material.
- F. Any formal complaint of a serious nature against a bargaining unit member will be called to the attention of the bargaining unit member as soon as the administration deems it appropriate to do so without compromising any investigation or violating any legal requirement. No such complaint will be included in the bargaining unit member's personnel file or used in any disciplinary action unless and until the bargaining unit member has been informed of the complaint and the identity of the complainant is made known to the bargaining unit member (unless the law prohibits such disclosure). For purposes of this section, "complainant" shall be defined as a person who will be regarded by the Employer as the primary source for the allegation(s) against the bargaining unit member.
- G. No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions without pay; and discharges. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member no later than at the time discipline is imposed.
- H. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised of the right to representation under this provision of the Agreement.
1. Progressive Discipline: The following progression of discipline shall be followed prior to the imposition of any other economic discipline on any member of the bargaining unit. Based on the severity of the member's action, the Employer has the option to verbally address such action prior to starting the disciplinary process:

- a. Written warning
- b. Written reprimand
- c. Suspension without pay
- d. Discharge

2. This progressive sequence of discipline shall be followed except when the seriousness of the violation, such as, but not limited to, illegal, unsafe, negligent, or immoral action(s), warrants stronger disciplinary action, up to and including discharge, by the District.

- I. The Association and its representatives shall have the right to use the Employer's buildings at all reasonable hours for meetings, provided that when special custodial services are required, the Employer may make a reasonable charge therefore. No charge shall be made for use of instructional rooms before the commencement of the scheduled workday nor until 6:00 p.m.
- J. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on the Employer's property at all reasonable times, provided that this shall not interfere with nor interrupt normal operations.
- K. The Association as the exclusive representative of employees within the bargaining unit described in the Agreement shall be the only employee organization of such employees that shall have the right to use and have access to facilities and equipment, including typewriters, mimeographing machines, other duplication equipment, calculation machines, Internet, e-mail, audio-visual and technology equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and damages incident to such use provided that said equipment was in good working order at the time of use.
- L. The Association shall have the exclusive right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned. The Association may use employee mailboxes for communication to bargaining unit members.
- M. The Employer agrees to furnish to the Association in response to reasonable requests all available information concerning its financial resources and expenditures, including but not limited to: Annual financial reports and audits; names, addresses, seniority and experience credit of all bargaining unit members, compensation paid thereto and educational background; mutually agreed upon budgetary information and allocations; agendas, minutes, and reports of or to all Board meetings; census and membership data; and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs or proposals on behalf of bargaining unit members together with information which the Association may require to process any grievance or complaint.

- N. The rights granted herein to the Association shall not be granted or extended to any competing labor organization unless required by law.
- O. The Employer and the Association recognize that communication and a team effort within the organization is essential to the delivery of the educational program. To facilitate teamwork and communication the parties agree that orderly procedures are necessary and must be followed to ensure professional practice within the organization. Concerns, suggestions, proposals, or questions regarding the educational program or the district shall be addressed first with the administration and may be taken at the election of either the administration and/or the Association to the Employer as an agenda item at the Board's monthly meeting.

ARTICLE VIII - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Classroom discipline is primarily the responsibility of the bargaining unit member. The Employer recognizes its responsibility to give reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Employer will take reasonable steps to relieve the bargaining unit member of responsibilities with respect to such pupils.
- B. The Employer, after considering Association recommendations, shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the Employer to students and bargaining unit members at the commencement of each school year. A teacher may suspend a student from class for up to one full day under conditions and subject to guidelines contained in Board Policy 8350 and as provided in the *Code of Student Conduct (Student Handbook)* adopted by the Board of Education.
- C. The Employer shall provide legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to being physically assaulted and shall render reasonable assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities, provided that the Employer has determined that the bargaining unit member has acted within the scope of his/her authority. Time lost by a bargaining unit member in connection with the above shall not be charged against the bargaining unit member.
- D. The Employer will reimburse teachers for loss of personal property, less depreciation, or repair such damaged personal property not covered by insurance, provided that the Employer has determined that the bargaining unit member was acting within the scope of his/her authority, and when such damage was caused through physical assault while on duty.

ARTICLE IX - EVALUATION OF BARGAINING UNIT MEMBERS

- A. The evaluation of the performance of each bargaining unit member in the school system is the responsibility of the administration. Each bargaining unit member, upon

employment or by October 1st of each school year, whichever is later, shall be apprised of the criteria upon which he/she will be evaluated (not including individual development plans). All observations of the bargaining unit member shall be conducted in person. (All observations during the school year may be included in the written evaluation, but the observations must be conducted in person by the administration and are confined to the school environment).

B. Probationary Bargaining Unit Member

1. If a probationary bargaining unit member is employed for at least one (1) full year:
 - a. By November 15, the bargaining unit member will be provided with an Individual Development Plan (IDP) developed by appropriate administrative personnel in consultation with the individual bargaining unit member; and
 - b. By May 1 of each year during the bargaining unit member's probationary period, the bargaining unit member will be provided with at least an annual year-end performance evaluation. The administrator may perform an evaluation more often if he/she desires; and
 - (1) The annual year-end performance evaluation shall be based on at least two (2) classroom observations held at least sixty (60) calendar days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the bargaining unit member and the administration; and
 - (2) The year-end performance evaluation shall include at least an assessment of the bargaining unit member's progress in meeting the goals of his or her Individualized Development Plan (IDP).

C. Tenured Bargaining Unit Member

1. Tenured bargaining unit members will be provided with a performance evaluation at least once every three (3) years. The administrator may perform an evaluation more often if he/she so desires, or if the bargaining unit member has received a less than overall satisfactory performance evaluation.
2. If the bargaining unit member has received a less than overall satisfactory performance evaluation, the bargaining unit member will be provided with an Individualized Development Plan (IDP) developed by appropriate administrative personnel in consultation with the individual bargaining unit member.

3. The performance evaluation required every three (3) years shall be based on at least two (2) classroom observations conducted during the period covered by the evaluation. If the bargaining unit member has an Individualized Development Plan (IDP), the performance evaluation shall include at least an assessment of the bargaining unit member's progress in meeting the goals of his or her Individualized Development Plan (IDP).
- D. All formal monitoring or observations of the work of a bargaining unit member shall be conducted openly and with the full knowledge of the bargaining unit member.
 - E. A formal observation of the bargaining unit member shall be for not less than thirty (30) minutes.
 - F. The administrator shall prepare and submit a written report and recommendations to the bargaining unit member within ten (10) days of the observation. If an administrator believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the bargaining unit member is to improve and the assistance with attaining said improvement to be given by the administrator and other staff members. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
 - G. The administrator shall hold a post-observation conference with the bargaining unit member for the purpose of clarifying the written report and recommendations. Such a conference shall be held within ten (10) days of the submission of the written report to the bargaining unit member.
 - H. No observation shall unduly interfere with the normal teaching- learning process.
 - I. The evaluation report not only includes an evaluation of the bargaining unit member's performance during the formal observation(s), but also an evaluation of the bargaining unit member's overall conduct or performance, said evaluation of the bargaining unit member's conduct or performance is confined to the school environment.
 - J. Master-Mentor Teacher Program
 1. For the first three (3) years of his or her employment in classroom teaching, a bargaining unit member shall be assigned by the Employer or its designee, to one or more master teachers, or college professors or retired master teachers, who shall act as a mentor or mentors to the bargaining unit member.
 2. During the three (3) year period, the bargaining unit member shall also receive intensive professional development induction into teaching, based on a professional development plan that is consistent with the requirements of Section 3.A. of Article II of Act No. 4 of the Public Acts of the extra session of 1937, being Section 38.83a of the Michigan

Compiled Laws, including classroom management and instructional delivery. The intensive professional development induction into teaching shall consist of at least fifteen (15) days of professional development, the experiencing of effective practices in university-linked professional development schools, and regional seminars conducted by master teachers and other mentors.

3. The Employer shall have the authority to implement every aspect of the statutorily required master-mentor program. If the statutory requirement is changed, revised, or amended, the Employer shall have the authority to alter its rights and responsibilities under this master-mentor section to make those rights and responsibilities consistent with any change, revision or amendment to the statute, or any direction provided by the State Board of Education or the Traverse Bay Area Intermediate School District.
4. Participation as a mentor teacher shall be assigned by the administration from those who apply.
5. All bargaining unit members who are assigned to be a mentor shall be paid a lump sum payment of \$500 per year. Said payment shall be made in the last pay in the month of June.
6. The Employer, or its designees, shall assign master/mentors on an equitable basis from the list of those who apply, but the selection and assignment shall be at the discretion of the Employer, or its designee. The Employer, or its designees, will assign master/mentors from a bargaining unit list, whenever the Employer, or its designees, deem it appropriate.

ARTICLE X - IN-SERVICE PROFESSIONAL EDUCATION

- A. To insure total staff participation in curriculum planning, the Employer will provide at least three and one-half days (3 ½) of in-service as mutually agreed upon by both parties. Full day in-service days will be no longer than the duration of the regular school day. On half in-service days, early dismissal of students and release time for the bargaining unit member will be provided for in-service meetings that will last no longer than three and one-half (3 1/2) hours. Teachers will be involved in the planning of in-service meetings.
- B. Bargaining unit members will work an additional Professional Development one and one half (1 ½) days in excess of the in-service days as outlined in the school calendar.
 1. Bargaining unit members shall be compensated for above mentioned Professional Development Day(s) (when those days are not counted as part of the required school year instructional hours) at the per diem rate of pay as reimbursed by the State.
 2. A Professional Development Day is defined as being at least six (6) hours in total, and which is devoted to valid Professional Development topics

and/or activities found to be mutually acceptable by the bargaining unit member and his/her principal. It is expected that all bargaining unit members will meet at least the minimum professional development time as required by state guidelines.

3. A Professional Development Day must occur on a day or at a time which is not otherwise provided for in the school calendar in order to be paid for as outlined in Article X, paragraph B.1, above (before or after normal working hours, weekends, summers, etc.).
The Professional Development Day must be eligible for pay at times that meet State guidelines for reimbursement.
4. The Professional Development Day must have prior approval by the bargaining unit member's principal. The date and topic of the Professional Development Day shall be agreed to by the bargaining unit member/principal no later than the first semester each year and must occur no later than June 30th of the school year.
5. Professional Development Day activities that shall be approved:
 - a. TBAISD Sanctioned Professional Development Activities
 - b. Conference/Clinics, Trade Shows/Special Olympics
 - c. Training/Visitation/Workshops
 - d. Approved Tapes/Readings/Telecommunications/Internal Research/Computer Training
 - e. Other activities as pre-approved by the principal

ARTICLE XI - GRIEVANCE PROCEDURE

- A. Definition: A claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any rule, order, policy, or regulation of the Employer may be processed as a grievance as hereinafter provided.
- B. The Association shall designate one (1) representative to handle grievances when requested by the grievant. The Employer hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his/her designated representative to act at Level Two as hereinafter described.
- C. Written grievances as required herein shall contain the following:
 1. It shall be signed by the grievant and an Association Representative.
 2. It shall contain a synopsis of the facts giving rise to the alleged violation.
 3. It shall cite the section or subsection of this contract alleged to have been violated.

4. It shall contain the date of the alleged violation.

5. It shall specify the relief requested.

D. **Level One.** A bargaining unit member believing himself/herself wronged by an alleged violation of the express provisions of this contract or Board policies shall within ten (10) days of its alleged occurrence, orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within five (5) days of the discussion, the member shall reduce the grievance to writing and proceed within six (6) days of said discussion to Level Two.

Level Two. A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and the designated Association representative.

Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant and the Association, and shall place a copy of same in the permanent file in his/her office.

If, at this time, the grievance has been resolved, all records pertaining to the grievance shall be removed from any permanent files in the school's offices.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the Association may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the Board President not less than five (5) days prior to the next regularly scheduled Board meeting. If it is not possible to meet this time limit due to the date of the Superintendent's decision, this time limit may be waived by mutual agreement of the Association and the Administration. If no agreement is reached to waive the time limit, the grievance will not be heard at that Board Meeting, but will definitely be heard by the Board no later than its next regularly scheduled meeting. No grievance shall be allowed beyond Level Two unless processed by the Association.

Level Three. Upon proper application as specified in Level Two, the Board shall allow the grievant and the Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within ten (10) days from the hearing of the grievance, the Board shall render its decision in writing.

The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than ten (10) days after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing; the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Four. If the Association is not satisfied with the disposition of the grievance at Level Three or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator within thirty (30) calendar days of its receipt of the Level Three disposition. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer.

- E. Expedited Grievance Procedure. By mutual agreement between the Employer and the Association a grievance may be processed via the expedited grievance procedure outlined as follows:
1. The grievance shall be submitted in writing to the Board. Within five (5) days after submission, the Board shall schedule a meeting with the Association in an effort to resolve the dispute.
 2. If the dispute is still not resolved to the Association's satisfaction within seven (7) days of the initial hearing between the Board and the Association, as above described, the Association may appeal the grievance to the American Arbitration Association in accordance with its rules of expedited arbitration.
 3. The arbitrator of grievances processed via this expedited process shall have no power to alter, add to, or subtract from the terms of this Agreement.
 4. The fees and expenses of the arbitrator shall be shared equally by the parties.
- F. Grievances filed as Association grievances may, by mutual agreement, be initiated at Formal Level Two of the grievance procedure.
- G. No bargaining unit member or group of bargaining unit members other than the Association may process a grievance through arbitration.
- H. The grievance report form shall be attached to this Agreement.

ARTICLE XII - COMPENSATION

- A. The basic salaries of bargaining unit members covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. All bargaining unit members shall be given full credit on the salary schedule set forth in Schedule A for full years of outside teaching experience up to and including five (5) years, and the Employer may allow up to twelve (12) years credit for outside teaching.
- C. No monies shall be included in a bargaining unit member's salary unless included in ratified Schedule A.

ARTICLE XIII - REDUCTION IN PERSONNEL

- A. In the event the Employer finds it necessary to reduce the number of bargaining unit member personnel, it reserves the right to select the area and the schools in which the reduction in personnel shall take place.
- B. Before the Employer makes any necessary reduction in personnel, it will first confer with the Association regarding the effects of such reduction.
- C. In cases requiring a reduction of the bargaining unit member work force, the order of reduction shall be:
 - 1. Bargaining unit members with less than a Bachelor's Degree and/or a Provisional Certificate.
 - 2. Bargaining unit members according to:
 - a. Certification - shall mean the holding of a teaching certificate issued under provisions of Michigan Law.
 - b. Qualification - shall mean:
 - in the elementary grades (pre K- 6), the holding of elementary teaching certification;
 - in grades 7-12, the holding of teaching certification plus an academic major or minor as defined by the certificate granting institution.
 - c. Seniority - shall be defined to mean the length of continuous, uninterrupted teaching service in this district. Seniority shall not accrue during periods of layoff or leave of absence, or during periods in which the bargaining unit member is promoted to an administrative or supervisory position. During such periods, seniority shall be frozen.

- D. Order of recall shall be in the reverse order of reduction of personnel. Effective in the 1994-95 school year, a laid off bargaining unit member shall remain on the recall list for three (3) years from the date of layoff.
- E. The district shall prepare and present to the Association a current seniority list of bargaining unit members, their "highly qualified" status, and method for achieving such prior to October 15 of each year. Accompanying the name of each bargaining unit member on the list shall be the date of last hire and each member's certification.

ARTICLE XIV - NEGOTIATIONS PROCEDURE

- A. Representatives of the Employer and the Association Bargaining Committee will meet at the request of either party for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other an agenda covering what they wish to discuss.
- B. No later than April 1 of each year, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiations or bargaining representatives of the other party. The parties mutually pledge that their representatives shall have the necessary power to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. There shall be three (3) signed copies of the final agreement for the purpose of record. One (1) copy each shall be retained by the Employer, the Association, and the Superintendent.

ARTICLE XV - SCHOOL IMPROVEMENT PLANS

- A. The Employer, Administration, teachers and Association recognize the necessity of maintaining a school improvement plan as provided for in the Revised School Code, as amended (380.1277), Elementary and Secondary Education Authorization (ESEA) and/or No Child Left Behind (NCLB) Act and the importance of establishing educational quality as a fundamental priority and shared goal of the parties.
- B. The Employer shall appoint a district-wide School Improvement Committee as provided for in the law. School Board members, building administrators, teachers, other school employees, parents and pupils shall be invited and allowed to voluntarily participate in the planning, development, implementation and evaluation of the District's school improvement plans as required by law.
- C. The conditions that follow shall govern employee participation in any plan, program or project included in the School Improvement Plan.

- 1. Participation by the employee is voluntary.

2. Participation or non-participation shall not be used as a criterion for evaluation, discipline, discharge, assignment or any other terms or conditions of employment.
3. The parties have identified that School Improvement Plan committees shall not address any of the following matters:
 - a. Bargaining Unit Employee Wages
 - b. Bargaining Unit Employee Fringe Benefits
 - c. Bargaining Unit Employee performance/evaluation
 - d. Contract grievance
 - e. Bargaining Unit Employee discipline
4. The Employer and/or Administration will notify the Association President as soon as possible of any intent to develop, explore, or begin a School Improvement Plan.

ARTICLE XVI - LEAST RESTRICTIVE ENVIRONMENT

- A. In order to assist handicapped students in making a successful transition from placement in special education classes only to both regular and special education classes pursuant to placement recommendations made by an Individual Educational Planning Committee, the following Transition Guidelines will be followed:
 1. The building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate regular education class except for good cause shown. Each of the teacher(s) into whose classroom(s) a student has been placed shall be invited to serve on the IEPC for that student.
 2. When requested by the regular classroom teacher in whose class(es) an eligible student is placed, special training or consultant assistance relevant to the student's needs will be arranged for by the administration, provided, however, that no bargaining unit member shall be required to administer prescription drugs or to undertake certain procedures such as suctioning, catheterization or the like.
 3. The responsible administrator shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special needs student.
 4. All members of an IEP Committee shall have the right to reconvene the Committee for the purpose of reviewing and recommending revisions of the current Individualized Education Program if deemed appropriate, in accordance with procedures set forth in Michigan Special Education Rules.

ARTICLE XVII - EXPERIMENTAL OR PILOT PROGRAMS

Pending decisions concerning use of restructuring, experimental or pilot programs and staffing of such programs, decisions concerning the use of technology to deliver educational programs and services and staffing to provide the technology, and/or the potential impact of those pending decisions on the bargaining unit and/or its members will be discussed with the Association prior to implementation.

ARTICLE XVIII – RETIREMENT

- A. A bargaining unit member qualifying for terminal pay shall receive one-fourth (1/4) of the member's regular daily base pay at retirement for each day of accumulated sick leave, not to exceed three-thousand-four-hundred dollars (\$3,400). To qualify for terminal pay, the bargaining unit member must meet at least one (1) of the following requirements and have taught in the Bellaire Public Schools not less than ten (10) years:
1. Qualify for medical/disability retirement under the Michigan Public School Employees Retirement System.
 2. Qualify under the Michigan Public School Employees Retirement System.
- B. Any bargaining unit member (hired prior to July 1, 2004) who has no less than six (6) consecutive years of service as a bargaining unit member in the Bellaire Public Schools and is qualified to retire under the Michigan Public Schools Employee's Retirement System shall have the option, after completion of his/her contract, to be granted an early retirement incentive. The declaration by the bargaining unit member to request early retirement shall be made in writing to the Superintendent not less than sixty (60) days prior to the end of the school year immediately preceding the year of retirement.
1. The retiring member is entitled to a one-time payment of a sum of money equivalent to 25% of the annual teaching salary received during the year preceding retirement.
- C. Bargaining unit members who wish to purchase universal service credit may do so through the school district under rules and guidelines promulgated by the Office of Retirement Services (ORS) and/or the Michigan Public School Employees Retirement System (MPERS). The Employer agrees to participate in the Tax Deferred Payment (TDP) program as available under guidelines as developed and approved by the Office of Retirement Services (ORS) and/or the Michigan Public School Employees Retirement System (MPERS). It is understood and agreed by the parties that the TDP agreement, once initiated, is irrevocable and binding for the duration of the purchase period, and that the bargaining unit member may not have constructive receipt of the funds used to purchase credit via TDP.

ARTICLE XIX - DURATION

This Agreement shall be effective September 1, 2005, 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 supra.

ARTICLE XX - MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment.
- B. Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The Employer shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Relations Act.
- C. This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. All bargaining unit members covered under this Agreement who participate in the production of tapes, publications or other produced educational materials shall retain residual rights should they be copyrighted or sold by the school district.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Upon request of either party, the Association or Employer, negotiations will be initiated to constructively consider and resolve matters not covered or clarified by this Agreement. The outcome of such negotiations shall be subject to ratification and added as an amendment to this document.
- F. Upon written request, the Superintendent shall give written notice to the NMEA stating the date the Board of Education expects to set a millage amount for the purpose of operational funds.
- G. For purposes of this Agreement, the following definition will apply: A "day" shall mean the days of the week, Monday through Friday, including the summer, but excluding Saturday, Sunday, legal holidays, and scheduled breaks in the school calendar.
- H. Extra-Curricular Positions:
 - 1. The Employer declares its support of filling vacancies with qualified candidates from within the bargaining unit and from within its own staff, but is solely responsible for the filling of any vacancy.

2. Schedule B employees who were considered qualified and held such Schedule B positions on September 1, 1998, shall be grandparented into those positions until they are no longer employed by the Employer in that position or they are unsatisfactorily evaluated and will therefore no longer hold such position.
3. New Schedule B positions shall be posted for ten (10) days. The Employer shall have the right to consider both internal and external candidates and appoint the most qualified applicant to said position. Appointments to the positions identified in Schedule B are not tenured positions, and are yearly appointments.

I. Job Rights for Laid Off Bargaining Unit Members

1. The NMEA President will be notified of any bargaining unit vacancies which might exist in the Bellaire Public Schools district.

ARTICLE XXI - SIGNATURE PAGE
NORTHERN MICHIGAN EDUCATION
BELLAIRE PUBLIC SCHOOLS

ASSOCIATION

BOARD OF EDUCATION

By _____
President

By _____
President

By _____
NMEA Staff Liaison

By _____
Vice-President

By _____
Uniserv Director/MEA/NEA

By _____
Secretary

By _____
Chief Spokesperson

By _____
Treasurer

By _____
Chairperson, Neg. Committee

By _____
Trustee

By _____
Negotiating Committee Member

By _____
Trustee

By _____
Negotiating Committee Member

By _____
Trustee

By _____
Negotiating Committee Member

By _____

Dated this _____ day of _____, _____.

SCHEDULE A

2005-06 SALARY SCHEDULE

Step	BA-BS	BA +18	MA-MS	MA +18	MA +45
1	\$34,792	\$35,489	\$36,176	\$36,917	\$37,664
2	\$36,193	\$36,913	\$37,701	\$38,472	\$39,246
3	\$37,635	\$38,384	\$39,287	\$40,086	\$40,889
4	\$39,140	\$39,922	\$40,932	\$41,769	\$42,604
5	\$40,705	\$41,518	\$42,650	\$43,520	\$44,394
6	\$42,332	\$43,179	\$44,451	\$45,349	\$46,246
7	\$44,029	\$45,074	\$46,307	\$47,258	\$48,206
8	\$45,782	\$46,706	\$48,254	\$49,242	\$50,225
9	\$47,620	\$48,575	\$50,281	\$51,306	\$52,332
10	\$49,530	\$50,517	\$52,430	\$53,465	\$54,503
11	\$51,504	\$52,537	\$54,596	\$55,712	\$56,830
12	\$53,566	\$54,634	\$56,889	\$58,044	\$59,208
15	\$54,957	\$56,054	\$58,333	\$59,525	\$60,712
18	\$55,429	\$56,527	\$58,804	\$59,997	\$61,182
20	\$55,901	\$56,997	\$59,277	\$60,470	\$61,656
25	\$56,999	\$58,095	\$60,375	\$61,568	\$62,753

2006-07 SALARY SCHEDULE

Step	BA-BS	BA +18	MA-MS	MA +18	MA +45
1	\$35,227	\$35,933	\$36,628	\$37,378	\$38,135
2	\$36,645	\$37,374	\$38,172	\$38,953	\$39,737
3	\$38,105	\$38,864	\$39,778	\$40,587	\$41,400
4	\$39,629	\$40,421	\$41,444	\$42,291	\$43,137
5	\$41,214	\$42,037	\$43,183	\$44,064	\$44,949
6	\$42,861	\$43,719	\$45,007	\$45,916	\$46,824
7	\$44,579	\$45,637	\$46,886	\$47,849	\$48,809
8	\$46,354	\$47,290	\$48,857	\$49,858	\$50,853
9	\$48,215	\$49,182	\$50,910	\$51,947	\$52,986
10	\$50,149	\$51,148	\$53,085	\$54,133	\$55,184
11	\$52,148	\$53,194	\$55,278	\$56,408	\$57,540
12	\$54,236	\$55,317	\$57,600	\$58,770	\$59,948
15	\$55,644	\$56,755	\$59,062	\$60,269	\$61,471
18	\$56,122	\$57,234	\$59,539	\$60,747	\$61,947
20	\$56,600	\$57,709	\$60,018	\$61,226	\$62,427
25	\$57,711	\$58,821	\$61,130	\$62,338	\$63,537

On the last pay of the 2005-2006 contract year, each bargaining unit member shall receive a 1% off schedule payment equal to 1% of their 2005-2006 salary. The salary schedule shall be increased by 1 ¼% for the 2006-2007 school year.

PART-TIME TEACHERS

Part-time teachers will receive prorated salary, preparation time, and benefits, including insurance, based on their full time equivalency (FTE). The FTE will be based upon the number of sections taught compared to the number of sections being taught by a full-time bargaining unit member. The Employer will attempt to schedule classes and assignments for part-time teachers with as little unassigned time between classes as possible. Part-time teachers will receive an equal number of leave days as full-time teachers per Article VI, A. and Article VII, E. but will be reimbursed for them based on their FTE. Professional development days will be 100% compensated at the bargaining unit member's hourly per diem rate. Part-time bargaining unit members will be required to attend the same number of hours of parent-teacher conferences as full-time staff. These members will be obligated to attend only one (1) staff meeting per month. However, if the administration requests or the member chooses to attend additional required meetings, he/she will be paid his/her hourly per diem rate. The member must submit an extra duty pay form to receive compensation for professional development days or required meetings.

Part-Time FTE Calculation:

A full-time bargaining unit member teaching 6 of 7 periods has teaching time of .857. A part-time bargaining unit member teaching 3 of 7 periods has teaching time of .429.

$$\frac{.429}{.857} = .50 \text{ FTE Pro Ration}$$

ADDITIONAL COMPENSATION:

- A. The following positions are eligible for extra work days annually, calculated on a per diem of the employee's step and scale of the master agreement (on a pro-rata basis):

<u>Position</u>	<u>Number of Days Annually</u>
Technology Coordinator	10 days
High School Counselor	10 days
Middle School Counselor	5 days
Elementary School Counselor	Up to 5 days*
Kindergarten Teacher	Up to 5 days**

* The number of additional days is subject to mutual agreement between the elementary school counselor and the elementary principal.

** The number of additional days (or compensatory time) is subject to mutual agreement between the kindergarten teacher and the elementary principal.

- B. All lateral movement on Salary Schedule A is on the condition of holding a "qualified" Certificate (see Article XIII, C, 2). For advancement horizontally, course work must be for graduate degree program.

1. Course work taken during the summer must be in the field of teaching or related field unless assigned to a teaching position during the summer.

Related field would be as follows:

- a. Teaching in your minor field, major would be related.
 - b. All courses in counseling, school administration.
 - c. All elementary courses if an elementary teacher.
 - d. Cognate courses in Masters program.
 - e. Any courses that are in the field you are teaching.
 - f. Teaching in your major field, minors would be related.
2. Professional Growth and Development
 - a. Any bargaining unit member who successfully completes a course at a state-supported, Michigan accredited institution will be reimbursed at the rate of one-half of the tuition charge of the institution offering the course, providing the course is approved in advance by the Superintendent of Schools.
 - b. In the event the Employer requires a bargaining unit member to take a course, the Employer shall after successful completion of the course reimburse the entire cost of the tuition to the bargaining unit member.

SCHEDULE A-1 INSURANCE

- A. The Employer shall provide without cost to the bargaining unit member the following MESSA PAK.

MESSA PAK

Plan A (for employees needing health insurance):

1. Health - MESSA Choices II, MESSA Preferred \$5/\$10 Rx prescription drug program.
2. Dental-Delta Dental, Internal/External COB: 80/80/80, \$1,500, 80: \$2,900
3. Vision-VSP 3P
4. Negotiated Life - \$45,000 AD&D

5. Long-Term Disability - 60%/90 calendar day; modified fill; \$5000 monthly maximum; alcohol/drug and mental/nervous conditions (2 year limit); freeze on offsets

Plan B (for employees not needing health insurance)

1. Dental-Delta Dental Internal/External COB 100/90S/90, \$1,500, 90: \$3,200
2. Vision-VSP 3P
3. Negotiated Life - \$50,000 AD&D
4. Long-Term Disability - same as above, 60%
5. Cash in Lieu Options – The current Super Care I single subscriber rate (2005-2006) plus 7.65% FICA times the percentage of wage increase (2006-2007).

- B. The Employer shall provide the above MESSA PAK annually for a full twenty- four (24) month period for the bargaining unit member and his/her entire family. The Employer shall sign an Employer participation agreement. In addition to MESSA PAK, the Employer will provide without cost to the bargaining unit member health coverage for sponsored dependents as defined by MESSA for a full twenty-four (24) month period.
- C. Bargaining unit members not electing MESSA PAK Plan A will select MESSA PAK Plan B. Any contribution amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

SCHEDULE B - EXTRA DUTY PAY

<u>Activities</u>	<u>%</u>
Athletic Director	15
Band Director	15
Head Football	10
Head Basketball	10
Head Volleyball	10
Boys Track	8
Girls Track	8
Head Baseball	8
Head Softball	8
Asst. Football	7
J.V. Basketball	7
J.V. Volleyball	7
Cheerleading - Fall	7
Cheerleading - Winter	7
H.S. Soccer	7
Ski Team	7

Cross Country	7
9th Basketball	4
8th Basketball	4
7th Basketball	4
Asst. Baseball**	4
Asst. Softball**	4
M.S. Volleyball	4
M.S. Football	4

**If the number of students involved is above 15 for either team

Additional extra duty positions that are added and which are not listed in the current contract shall be treated the same as the above activities.

SCHEDULE B - EXTRA DUTY PAY PERCENTAGES

Extra duty positions shall receive the same increase per year as Schedule A for 2005-06 and 2006-07.

Schedule B - Extra Duty Pay Percentages

2005-06		1% off schedule payment						
Years in Activity	Step on BA Scale/\$	15%	10%	9%	8%	7%	5%	4%
1-2	34792	5219	3479	3131	2783	2435	1740	1392
3-4	36193	5429	3619	3257	2895	2534	1810	1448
5-6	37635	5645	3764	3387	3011	2634	1882	1505
7-8	39140	5871	3914	3523	3131	2740	1957	1566
9 & Over	40705	6106	4071	3663	3256	2849	2035	1628
2006-07		1 ¼% on schedule						
Years in Activity	Step on BA Scale/\$	15%	10%	9%	8%	7%	5%	4%
1-2	35227	5284	3523	3170	2818	2466	1761	1409
3-4	36645	5497	3665	3298	2932	2565	1832	1466
5-6	38105	5716	3811	3429	3048	2667	1905	1524
7-8	39629	5944	3963	3567	3170	2774	1981	1585
9 & Over	41214	6182	4121	3709	3297	2885	2061	1649

Other Additional Extra Duty Positions

	2005-2006 (1% off schedule)	2006-2007 (1 ¼% Increase)
	\$\$	\$\$
Activities		
A.P. for Semester	1,553	1572
Elementary Choir	1,242	1258
Drama Director	1,242	1258
Musical Director	1,242	1258
Yearbook	931	943
Gifted & Talented	931	943
Ski Team Advisor	776	786
Art Director	621	629
Odyssey of the Mind	621	629
Forensics	621	629
NCA Co-Chairs (2 each)	621	629
12th Grade Sponsors	621	629
11th Grade Sponsors	466	472
Student Council	466	472
Middle School Sponsor	342	346
10th Grade Sponsor	311	315
9th Grade Sponsor	311	315
NCA Target Goal Chairs (each)*	311	315
Club Sponsor	257	260
*Up to four (4) positions will be funded		

The School District Inservice/Professional Development Fund will receive an annual appropriation of \$5,000 to be used for professional development activities that address:

- (a) School improvement/NCA target goal priorities, or
- (b) School district professional development priorities, or
- (c) Individual staff professional development plan priorities.

Bargaining unit members may submit requests to the Superintendent for disbursements from this fund. All such requests must be submitted for approval prior to the work being done.

Requests will be approved/disapproved based on the above criteria, and a copy of the approval/disapproval will be returned to the individual(s) making the request(s), with a copy to the BEA President. Disbursements from said fund will be based on a rate of \$20.00 per hour or \$100.00 per day for activities outside the contracted work week or year.

Further, it is understood that the \$12.50 will be intact as it relates to staff filling hourly substitute positions on an emergency basis. However, staff filling hourly substitute positions on an emergency basis will be reimbursed at the rate of \$20.00 when called upon to substitute during a block schedule period.

SCHEDULE C - CALENDAR

CALENDAR AND MAKE-UP DAYS

Two of the above full student instruction days may be reduced to 1/2 student instruction days to allow for two 1/2 days of teacher in-service.

The above calendar contains 180 student instruction and 182.5 teacher work days. The final teacher day may be exchanged for the two teacher evenings that may be scheduled during the school year.

Student instruction days scheduled in the calendar which are canceled due to "acts of God" (snow, ice, fog, epidemic, etc.) will be rescheduled as required by State Statute, the Department of Education, or the State Board of Education. Teachers required to work on both "acts of God" days and rescheduled days will be compensated at an individual teacher's normal daily rate for days worked in excess of the teacher work days as listed in the calendar. Teachers required to work only on rescheduled days (not "acts of God" days) will receive no additional compensation. If it becomes necessary to make up student instruction days, those instruction days will be added on at the end of the school year.

The district and the Association will agree to follow the Traverse Bay Area Intermediate School District common calendar as developed in the areas of starting date, holiday recesses.

The parties to this agreement shall meet at least thirty (30) days prior to the end of the current school year and similarly again prior to the end of the succeeding school year to determine necessary action to be taken to comply with the state requirement regarding clock hours of instructional time. The parties agree that the district shall comply with such requirements and that additional student contact time, if needed shall be provided from within the existing student day or by adding days to the calendar that was in effect during the current school year.

ATTACHMENT "A"
GRIEVANCE REPORT FORM

LEVEL ONE

Date of Level One discussion with building principal _____

LEVEL TWO

Grievance # _____ Bellaire Public Schools

Distribution of form:

- | | |
|-------------------------------------|----------------|
| 1. Superintendent | 3. Association |
| 2. Principal/Supervisor (Duplicate) | 4. Grievant |

Building Assignment	Name of Grievant	Date Filed
_____	_____	_____

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

_____ Signature of Grievant	_____ Date	_____ Association Representative	_____ Date
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Date of Level Two meeting with Superintendent _____

C. Disposition of Superintendent: _____

Signature of Superintendent or Designee Date

D. Position of Grievant and/or Association: _____

Signature of Grievant Date Association Representative Date

LEVEL THREE

A. Date Received by Board of Education President or Designee: _____

B. Date Grievance heard by Board of Education: _____

C. Disposition of the Board: _____

Signature of Board President or Designee Date

D. Position of Grievant and/or Association: _____

Signature of Grievant Date Association Representative Date

LEVEL FOUR

A. Date submitted to Arbitration: _____

(Attach Arbitrator's Decision)

NOTE: ALL PROVISIONS OF ARTICLE XI OF THIS AGREEMENT WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.