

MASTER AGREEMENT

BETWEEN

BARAGA AREA SCHOOLS
BOARD OF EDUCATION

AND

BARAGA EDUCATION
ASSOCIATION

2011-2013

Changed sections are in bold.

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BARAGA AREA SCHOOLS/BARAGA EDUCATION ASSOCIATION AGREEMENT

This agreement is entered into the first day of September, 2011, by and between the Baraga Area School, hereinafter called the "Board", and the Baraga Education Association, hereinafter called the "Association" or "BEA".

ARTICLE I
RECOGNITION

Pursuant to act 379, Public Acts of 1965, as amended, the Board hereby recognizes the Copper Country Education Association as the exclusive representative for collective bargaining with respect to rates of pay, hours, and other terms and conditions of employment for the entire term of this Agreement for the professional certified personnel, including classroom teachers, guidance counselors, librarians, and Schedule B personnel, but excluding Adult Education teachers, all certified and non-certified special programs personnel, part-time or supplemental staff such as teacher's aides, teacher's clerical aides, classroom and noon-hour supervisors and substitute teachers.

ARTICLE II
BOARD RIGHTS

The Board, on its behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and/or the United States.

The Baraga Area School District is a general powers school district in accordance with Public Act 289 of 1995, Public Act 451 of 1976, M.C.L. 380.11a.

- A. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the school district.
 2. Determine the number of personnel and scheduling of all the foregoing, but not in conflict with specific provisions of this Agreement.
 3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to layoff employees, but not in conflict with the specific provisions of this Agreement.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distribution, dissemination and/or selling of its services, the methods, schedules and standards of operation, and the means, methods and processes of carrying on the work.

5. Adopt reasonable rules, policies and regulations, but not in conflict with the specific provisions of this Agreement and then only to the extent such specific and expressed term hereof are in accordance with the Constitution and laws as amended by the State of Michigan and the Constitution and laws of the United States.
6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof.
7. Determine the financial policies, including all accounting procedures.
8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
9. To establish grades and courses of instruction including special programs and to provide for athletic, recreational and social events for students.

The exercise of these powers, rights, authorities, duties and responsibilities by the Board shall be limited by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed term hereof are in accordance with the Constitution and laws as amended by the State of Michigan and the Constitution and laws of the United States. It is further understood that the above rights are not to be interpreted as abridging or conflicting with any specific provisions of this Agreement. If any provision of this agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

ARTICLE III **TEACHER RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board, as specified in Article I A, 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 Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in their employment of any rights conferred by Act 379 or other laws of the State of Michigan and the United States of America, that will not discriminate against any Teacher with respect to hours, wages or any terms or conditions activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The private and personal life of any teacher is not within the appropriate concern of attention of the Board so long as it is not detrimental to their performance as a teacher and does not adversely affect their ability to effectively teach.

- C. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without unlawful discrimination with regard to race, creed, religion, color, national origin, citizenship, political activity, age, sex, marital status or membership in or association with the activities of any employee organization. The Employer may notify the Union and affected employees of the opportunity to intervene in any actions by bodies holding jurisdiction in such matters, should they fail to intervene or, after intervening, should they fail to make proper objection following notice of intended settlement or consent judgment, any provisions of this Agreement will be waived as necessary for compliance with such settlement, consent judgment, order or judgment.
- D. No material, including but not limited to, student, parental or school personnel complaints shall be placed in a teacher's permanent file unless the teacher has been notified and given an opportunity to review the material. Notification shall include the name of the complainant unless the complainant has requested anonymity; no disciplinary action shall be taken pursuant to any complaint failing to name the complainant absent arrangements (such as identification of the complainant to the Union, on a confidential basis, but not to the employee) suitable to protect both the teacher's right to respond to complainants and complainant's right to reasonable protection where they have cause to be concerned for safety to themselves or others. The administration shall investigate any complaint prior to its inclusion in the file. Whenever reasonably possible, the investigation will include a meeting with both the complainant and the teacher present. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- If the material placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate. Records involving a complaint which does not result in disciplinary action will be expunged from the file, three years following the incident, absent any further complaint during such period of the same, related or similar misconduct.
- E. No teacher shall be disciplined, suspended, reprimanded, reduced in rank of compensation or deprived of any professional advantage without just cause. Any discipline, reprimand or reduction in rank, compensation or advantage including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance procedure hereinafter set forth.
- F. Discipline of a teacher for tardiness shall be in accordance with the general just cause disciplinary procedures, including the Michigan Tenure Act, provided that, during any school year the first instance of tardiness will result in no more than an oral warning by building principal, the second offense will result in no more than a written warning with a copy to the BEA Ethics Committee, and the third offense will result in no more than the teacher being docked ½ hour pay for each fifteen (15) minutes (or portion thereof) late. Prior to initiating any disciplinary action above, the principal shall first investigate the incident to determine the reason for being tardy. If valid extenuating circumstances exist, no disciplinary action will be taken.

- G. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for an infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present unless representation of the association is not readily available, then the Board retains the right to immediately place an employee on paid Administrative Leave. The Association representative must be available to meet within three (3) working days following notification by the administrator to said teacher.

Notice: Any Language in the above Article-3, Section-E and Section-F, that is not in compliance with Public Act 101 or Public Act 103 of 2011 is "null and void" in accordance with these Public Acts and also "null and void" in accordance with Article-2 and Article-18 of this Master Agreement. The Board will administer Article-3, in accordance with Public Act 101 and Public Act 103 of 2011.

ARTICLE IV ASSOCIATION RIGHTS

- A. The Association and its members shall be permitted to use school building facilities with the approval of the administration provided they do not interfere with the normal school program. The President of the BEA shall submit a written request by 9:00 a.m. to the building principal in order to use school facilities for a meeting that day. Bulletin boards and other established media of communication shall be made available to the Association and to its members.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operation.

ARTICLE V PROFESSIONAL COMPENSATION

- A. The salaries of teachers 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 term of this Agreement.
- B. The salary schedule is based upon a normal academic year. For extra work the teacher shall be entitled to appropriate additional professional compensation. See Schedule B.
- C. Whenever possible teachers involved in voluntary extra curricular activities will be notified at the end of each school year of such involvement for the ensuing school year. All positions regarding extra curricular activities including but not limited to coaching positions are not tenure positions, and are yearly appointments. Such assignments will be made with due consideration given to the person who had the assignment the previous year. While appointment to and removal from extra curricular activities is in the Employer's discretion (with or without cause), the Employer will, upon written request from the employee (within five (5) school days after notice of the intended action), advise the employee of the reasons for failure to appoint them to the desired position. The Employer's decision may be reviewed through the Grievance Procedure (excluding arbitration) by submitting the request directly to Step 2 of the Grievance Procedure (the

Superintendent's level) within five (5) days following the employee's receipt of such reasons.

- D. A teacher new to the system **may** be given credit on the salary scale for previous years of teaching experience in a public school, private school, or institute of higher education beyond a K-12 District, up to seven years. At the sole discretion of the Board, a new teacher may be granted additional experience on a year-to-year experience basis.
- E. Beginning with the **2011-2012** school year, additional credits earned before September 1 or February 1, will entitle the teacher to move on the salary schedule as soon as certified transcripts are received by the district **as follows**: If the transcript is received after September 1 or February 1, retroactive pay to those dates will be granted provided the credits were earned before September 1 or February 1.
- F. Teachers in the Baraga Area Schools shall have the right to select one of the following options for the method of receiving their contract salary:

Option A

Contract salary to be divided into twenty-six (26) equal payments to be made at fourteen (14) day intervals throughout the year.

ARTICLE VI

TEACHING HOURS

- A. No teacher shall be required to check in earlier than twenty (20) minutes before the opening of the pupils' regular school day in the morning or afternoon. Teachers are expected to be in their classroom five (5) minutes before the final bell.
 - 1. All teachers may leave at 3:25 p.m. However, teachers will remain for a sufficient period after the close of the pupils' school day to attend to the matters which require attention at the time including consultations with parents or students when scheduled directly with the teacher, except on Fridays or on days preceding holidays or vacations, the teachers' day may end at the close of the school day. Teachers may be required detention...(See the Letter of Understanding, Section 2.A)
 - 2. **At the Philip Latendresse elementary school day shall begin at 8:25 a.m. and end at 3:07 p.m.. At Pelkie Learning Center the elementary school day shall begin at 8:25a.m. and end at 3:02p.m.** lunch hour shall be thirty-five (35) minutes except at the Pelkie Elementary School where it will be thirty (30) minutes.
 - 3. The duration of the school day shall be in the high school from 8:27 a.m. to 3:11 p.m. with a thirty (30) minute lunch period giving a length of 6 ½ hours. Unassigned time shall be considered as preparation time.
 - 4. Each full-time teacher shall be scheduled at least five (5) periods per week preparation time (prorated for part-time teachers). The normal full-time weekly teaching load for grades 7-12 shall be limited to twenty-five (25) student contact periods per week. The twenty-five (25) student contact periods shall be increased to thirty (30) student contact periods and shall be enacted at the beginning of the 2009/2010 school year.
 - 1. A 7-period day committee will be formed to develop and implement a plan and schedule for a seven period day at the junior high and high school for the 2009-2010 school year.
 - 2. The Committee will consist of the following:
 - a. 2-teachers

- b. high school counselor
- c. elementary principal, high school principal and superintendent

- 3. For the term of this contract, no current junior high or high school teacher will be reduced in hours or laid-off as a result of the 7-period day.
- B. Teachers will be in their classrooms during scheduled instruction periods, except during emergencies.
 - C. Each teacher shall be entitled to a duty-free lunch period for the length of time equal to the regular lunch period of his/her students excluding the supervision time needed for seating of students at lunch tables. All teachers shall be entitled to a duty-free uninterrupted lunch period in no event less than thirty (30) minutes.
 - D. General staff meetings shall be called when necessary by the building principal. Teachers may request a staff meeting. The administrator will attempt to minimize these meetings. The building principal will coordinate these meeting times.
 - E. Inservice training sessions shall be as specified in the school calendar. As provided by the State Aid Act, twenty-four (24) hours of Professional Development Time for teachers will be counted as Student Instruction Time and up to thirty-eight (38) hours may be counted as Student Instruction Time.
 - F. When an elementary teacher's entire class is being taught art, vocal music, **physical education, foreign language** or library, the regular classroom teacher shall be considered to be on preparation time. **A minimum of three (3) elementary preparation periods will be covered by a combination of the subjects listed above.**
 - G. Each elementary special class period shall consist of not less than forty (40) minutes.
 - H. Parent-Teacher Conference and Exam Schedule:
First Wednesday following the end of the first marking period (except the Wednesday of the last week of the first marking period in Pelkie will be used for parent-teacher conferences in conjunction with an open house) will be a half-day session for elementary and high school students. Conferences 1:00 p.m.-3:00 p.m. and 5:00 p.m. – 8:00 p.m.
First Wednesday following the end of the third marking period-half-day session for elementary. Conferences 1:00 p.m. – 3:00 p.m. and 5:00 p.m. – 8:00 p.m. For the duration of this contract during the three days of high school exams, second semester, half days for all students.

ARTICLE VII

TEACHING LOADS AND ASSIGNMENTS

- A. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers will not be assigned outside the scope of their teaching certificates or their major or minor fields of study except temporarily and for good cause.
- B.
 - 1. Every reasonable effort will made by the Board to achieve reduced class size. The recommended academic class size throughout the system shall be twenty-five (25) students. Any teacher who has a class size which exceeds the recommended class size by more than five (5) students may have this problem taken up by the Class Size Review Board.
 - 2. "Academic" as used herein shall mean all subjects of instruction except those which of necessity or by educationally accepted practice are normally taught or handled in larger class sizes, such as physical education or band.

3. A Class Size Review Board shall be established and shall be made up of two (2) teachers appointed by the Association, one (1) Board member, and one (1) principal. This Review Board shall be empowered to investigate complaints having to do with excessive class size and shall make recommendations by unanimous decision for solutions to the Superintendent and the Board of Education. The Superintendent and the Board shall at the earliest possible opportunity, but in any event within one month, act upon these recommendations.
 4. Any elementary teacher who has an academic class which exceeds thirty (30) pupils may have this problem taken up by the Class Size Review Board.
 5. Any secondary teacher who has an academic class which exceeds twenty-five (25) pupils may have this problem taken up by the Class Size Review Board.
 6. Recommendations of the Class Size Review Board and actions or inaction by the Board based upon such recommendations are not subject to the Grievance Procedure.
- C. The administration shall make every effort that any classroom which has two (2) or more grade levels shall consist of at least five (5) less students than those in one-grade rooms of the grades that are split.
- D. The elementary recess schedule shall be determined by the principal and elementary staff, not to exceed thirty (30) minutes per day.
- E.
1.
 - a. Teachers, when requested to substitute on a preparation period, shall have the option of being reimbursed at a rate of twenty-five dollars (\$25.00) for each period (or portion of a period) or earning one-seventh (1/7th) hour compensatory time in the form of additional personal leave per each period (or a portion of a period) in which they substitute.
 - b. To qualify for an additional comp day a teacher must complete seven (7) such substitutions. Personal leave shall be granted in accordance with the criteria established in the Paid Leave Article of this Agreement.
 - c. Teachers shall not be arbitrarily prevented the opportunity to earn said comp time; however, in the event a teacher electing comp time is unable to accrue 7/7 time, the teacher shall instead be compensated at the rate in Paragraph 1.a above.
 - d. The maximum number of comp days a teacher may earn for compensatory time during the school year shall be two (2) per semester.
 2. If a qualified substitute is not otherwise available and if no teachers desire such assignment, available teachers with a preparation period at the necessary time may be assigned to such substitute duty provided such assignments will be rotated among such teachers on an equitable basis.
- F. All bargaining unit members shall be given written notice of their assignment, including the master class schedule for the forthcoming school year, on or before May 1. It is understood, however, that such schedules are tentative and are subject to change. Bargaining unit members will be promptly advised of any such assignment changes.

ARTICLE VIII
TEACHING CONDITIONS

The parties recognize that optimum school facilities for both students and teachers are desirable to insure the high quality of education that is the goal of both teacher and the Board.

- A. The elementary classroom teachers shall record daily attendance in the CA-60.

ARTICLE IX
VACANCIES AND PROMOTIONS

- A. 1. Whenever any vacancy in the bargaining unit shall occur (**Definition of Vacancy: A position newly created by the Board that is covered by this Agreement or a position shall be declared vacant when the District after making all assignments needed to fill the academic need of the District with incumbent teachers who are certified and qualified for the assignments and who are able to perform the work at the start of the assignment, and there are still more assignments open than teachers to do the work**), the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting.
2. Absent emergency (such as unavailability of certified and qualified substitutes): Postings will remain up for seven (7) calendar days during the school year. During the summer the initial posting will remain up at least fourteen (14) calendar days, and subsequent postings, due to vacancies, will remain up for at least seven (7) calendar days.
3. So long as a bargaining unit member has provided written request to the Administration for notification of posting during the summer, specifying the specific positions for which notification is desired, they will be notified by mail of applicable posting during the summer.
4. In posting for elementary positions the Board may indicate the vacancy as kindergarten lower elementary (grades 4 through 6) rather than specifying the specific grade. Secondary vacancies shall specify the classes to be taught.
- B. Any teacher may apply for such vacancy. In filling such a vacancy the Board agrees to give due weight to the professional background and attainments of all applicants, including the length of time each has served the school district and other relevant factors, including the applicant's degree, major and minor, certification – (qualifications), experience, performance and evaluation. All other relevant factors being the subsequent equal, the teacher having the greater length of service will be given preference in filling the position, so long as a qualified teacher can be found to fill the position which would then be vacated by the teacher applying for the vacancy. The Board declares its support of a policy of promotions to supervisory and executive levels. "Service" in the system, for purpose of this Agreement, shall mean employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave for any cause.
- C. 1. A reasonable effort shall be made for the voluntary transfer of teachers before the Superintendent arranges for the involuntary transfer of any teacher.
2. The Board will make assignments in accordance with the needs of the district and will take into consideration the interests and aspirations of its teachers.
3. "Transfer" shall mean the movement of a teacher from one building to another or from elementary to secondary education or from secondary to elementary education.

Notice: Any Language in the above Article-9, Section-B and Section-C, that is not in compliance with Public Act 103 of 2011 is "null and void" in accordance with this Public Act and also "null and void" in accordance with Article-23, Section-D, of this Master Agreement. The Board will administer Article-9, Section-1 and Section-2, in accordance with Public Act 103 of 2011.

ARTICLE X
PAID LEAVE

- A. 1. Each full-time teacher in the system shall have twelve (12) sick-leave days (prorated for part-time teachers) credited to their yearly account at the start of the school year. All unused days from the yearly account will be credited to the teacher's cumulative account at the end of the school year, with the cumulative total not to exceed one hundred ninety five (195) days.
2. Absences for which accumulated sick leave may be used:
- a. Personal illness or injury (unless compensable by workers' compensation).
 - b. Illness or injury of the teachers' spouse, parents, children, court appointed ward or other relative living with the teacher of **which the teacher has a Medical Specific Power of Attorney for such relative** necessitating the teacher's presence.
 - c. Treatment by a physician, dentist, or oculist, if the appointment cannot be scheduled during off-duty hours.
 - d. Quarantine.
 - e. Personal emergency requiring the teacher's immediate presence to avoid serious loss of personal property (such as a household fire, flooding, etc.).
 - f. Up to three funeral days will be granted not chargeable to sick leave for the death of a parent, spouse, child or sibling from the time of the death through the day of the funeral (including necessary travel), so long as the funeral is held within five (5) calendar days following death. Up to two funeral days will be granted not chargeable to sick leave for death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or grandchild, for the day of the funeral plus necessary travel. Additional days chargeable to sick leave may be granted at the discretion of the Superintendent.
3. In absences of three (3) or more consecutive days, a physician's statement or other reasonable proof may be required by the Administration.
- B. Teachers shall be informed of a telephone number they must call before 7:30 a.m. to report unavailability to work. However, it is recognized as the professional responsibility of the teacher to call between 6:30 a.m. and 7:30 a.m. whenever possible. Once a teacher has reported unavailability, it shall be the responsibility of the administration to make every effort to arrange for a substitute teacher.
- C. Full-time teachers (prorate for part-time teachers) who are in their first year of service to Baraga Area Schools shall be granted one (1) personal day; teachers who are in their second through eighth years of service to the Baraga Area Schools shall be granted two (2) personal days; teachers who are in their ninth through twentieth years of service to the Baraga Area Schools shall be granted three (3) personal days; and teachers who are in their twenty-first service year and beyond shall be granted four (4) personal days.

Personal days may be requested at any time provided that substitute teachers are available. To permit proper scheduling, the teachers must notify their immediate supervisor in writing at least two (2) weeks in advance of the requested leave. The Administration may limit the number absent if competent subs are not available. At the end of the school year, full-time teachers (prorated for part-time) can request to be paid at a rate of seventy dollars (\$70.00) per unused personal day. If no such request is made, the unused personal days shall be added to their accumulated sick leave total.

- D. A combined total of forty (40) days shall be available to the teaching staff to permit teachers to attend conferences in their major or minor field of study, or other teaching assignment. Use of such hours for conferences must be approved in advance by the Conference Committee. Such committee will be composed of one (1) high school teacher, one (1) elementary teacher, the high school principal, and the elementary principal. Approval of conferences will be in accordance with mutually established guidelines. Teachers will be encouraged to attend such conferences for improvement of their teaching skills in the District.
- E. When a teacher retires from the Baraga Area Schools at a time when they are eligible to receive immediate normal retirement benefits (whether or not they elect to receive such benefits at that time), they shall receive per diem pay for (51%) of their unused sick leave days up to a maximum of 85 days to be paid.
- F. Teachers who are absent due to injury which is compensable under the Michigan Workers' Compensation laws, may use their accumulated sick leave, on a proportional basis, to supplement the benefit received from workers' compensation, such that the amount of expendable income the teacher receives from workers' compensation and sick leave does not exceed the amount of expendable income the teacher would have received from their regular salary amount according to their placement on the salary schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the teacher from workers' compensation until the teacher is able to return to work, whichever happens first. Sick leave utilized for this purpose shall be deducted on a pro rata basis. Should this supplemental payment be found to be subject to the coordination requirements of workers' compensation is reduced, the teacher shall not be allowed the use of sick leave and shall receive only the workers' compensation benefit provided by the statute.
- G. Disability due to pregnancy shall be treated in the same manner as any other disability.
- H. When bargaining unit members are absent from their assignments, as set forth in Section A, such absence shall be a chargeable absence and shall be deducted from their accumulated leave days. Absences for one-half (1/2) day or less shall be chargeable as one-half (1/2) day, but more than one-half (1/2) day shall be chargeable as one (1) day.
- I. Members of the bargaining unit called to jury duty or subpoenaed as a witness will be paid the difference between the fee they receive and their regular daily rate of pay.
- J. The Association shall be able to assign its officers and members, Association Leave Days, with pay, up to a maximum combined total of ten (10) days per year. Additional days may be granted at the discretion of the Superintendent. Such leaves are to be used for Association business, attendance at MEA meetings and workshops and to serve as a appointed and elected MEA officer or committee member. Such leaves will be requested by the Association at least one (1) week in advance of the leave.

ARTICLE XI
LEAVE OF ABSENCE

- A. Subject to the limits provided below, any teacher whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.
- B. Military leave of absence up to four (4) years or the duration of one enlistment or period of induction, without pay, shall be granted to any teacher for military duty in any branch of the armed services of the United States.
- C. An Association member may, upon written request and the approval of the Board, be granted a leave of absence without pay, not to exceed one (1) year, subject to renewal at the discretion of the Board for:
 - 1. Maternity/child care leave
 - 2. Illness leave (physical or mental)
 - 3. Prolonged illness in the family
 - 4. Educational leave
 - 5. Work experience leave for any reason approved by the Board after completion of seven (7) years in the system.
 - 6. Other
 - 7. Requests for extension must be submitted in writing at least thirty (30) days prior to the expiration of the leave.
- D. In the event of new requirements by the State for valid certification of a teacher already employed by the school system, said teacher shall be granted an unpaid leave of absence if requested to fulfill the new requirements. This leave of absence shall only be granted if no other alternatives for obtaining the requirements are available and the requirements are such that the teacher must comply with them to remain qualified under State regulations for the position filled.
- E. Upon returning from leave, the teacher shall be reassigned to their prior position. If their prior position has been eliminated, they will be reassigned in accordance with the provisions of the Staff Reduction Article of this Agreement.

ARTICLE XII
TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. The appropriate administrator shall evaluate all non-tenure teachers in his/her building in accordance with the following procedure and requirements:
 - 1. He/she shall have at least two (2) informal conferences with the teacher before the first official report to the Superintendent which shall be submitted by December 1 of each school year.
 - 2. He/she shall identify to the teacher any clearly observable inadequacies and offer appropriate assistance to correct such inadequacies.
 - 3. He/she shall submit that final official report to the Superintendent by March 1 of each school year. This report will include his/her recommendation concerning probationary or tenure status for the teacher.
 - 4. These official reports to the Superintendent shall be descriptive in form and based upon requirements and expectations established by the Board.
 - 5. The teacher shall see and sign each of these official reports before they are sent to the Superintendent.

- C. A non-tenure teacher shall before being suspended, discharged or failing to have his/her contract renewed have an opportunity to fully discuss the matter with his immediate supervisor and the Superintendent and have a representative of his/her choice present at any such meeting.
- D. Observations of tenure and non-tenure teachers shall be done by the appropriate building principal or Superintendent.
 - 1. The observation report shall include, but not be limited to a narrative form. Evaluations other than narratives must be agreed upon in advance by both parties and a copy given to all members. Beginning with the 2000-2001 school year all evaluations will have a section for "Overall Performance" which states whether a teacher's performance is satisfactory or unsatisfactory.
 - 2. The report shall consist of one (1) original copy and two (2) carbon copies-the administration retaining the original and second carbon copy and the teacher about whom the report concerns, shall retain the first carbon copy.
 - 3. The report shall be discussed in full by the observer and the observed not more than three (3) days after the observation has taken place. Discussion of the observation shall be done in the appropriate administrator's office. Each copy of the report shall be signed by the teacher observed.
 - 4. The teacher to be observed shall be notified at the time of the observation whether it is a formal or informal observation.
 - 5. The time of at least one formal observation shall be agreed upon by the principal and the teacher at least one (1) day in advance.
- E. Teacher evaluation shall be based on the following criteria:
 - 1. Knowledge of the subject matter.
 - 2. Ability to impart the subject matter.
 - 3. Appropriate and effective classroom control and discipline.
 - 4. Ability to establish rapport and a positive working relationship with students, administrators, other teachers and parents.

Notice: Any Language in the above Article-12, (Section-B, D and, E), that is not in compliance with Public Act 100, Public Act 102 or Public Act 103 of 2011 and Section 1248, Section 1249 of "The Revised School Code" is "null and void" in accordance with these Public Acts and also "null and void" in accordance with Article-2, and Article 18 of this Master Agreement. The Board will administer Article-12, Section-B, D, and E), in accordance with Public Act 100, Public Act 102 and Public Act 103 of 2011.

ARTICLE XIII

POLICIES FOR SUPERVISING STUDENT TEACHERS

This policy for supervising student teachers is written on the premise that we, as administrators and teachers will do all in our power to help prepare the finest teacher candidates possible.

- 1. All supervising teachers must be recommended by the building principal. This recommendation should be made to the Superintendent.
- 2. All supervising teachers must be tenure teachers; however, a minimum of three (3) years of teacher experience is recommended.
- 3. A supervising teacher shall have no more than one (1) student teacher per year. An exception to this policy can be made in cases where it is requested by the sponsoring university and approved by the supervising teacher.

4. Whenever it is in the best interest of the student teacher, the student teacher will be assigned to no more than two (2) supervising teachers. Clearance for this will be received from the sponsoring university.
5. There will be no more than three (3) supervising teachers at any one time in the high school and three (3) in the elementary school, providing one is in Pelkie. Any exceptions will be considered for approval by the building supervisor.
6. The first (1st) week the supervising teacher will do the majority of the teaching. The second (2nd) and third (3rd) weeks the supervising teachers will be present in the classroom.
7. After the first three (3) weeks the supervising teacher will be expected to spend the equivalent of at least one (1) hour daily in the classroom either teaching or observing the student teacher. Closer supervision is recommended in subject areas such as shop, physical education, chemistry, etc., where there is more danger of accidents.
8. The supervising teacher and student teacher shall meet weekly to discuss problems, teaching techniques, etc., which will benefit all concerned.
9. The student teacher will be allowed to observe other teachers occasionally, with the mutual consent of the teachers concerned.

ARTICLE XIV CURRICULUM

- A. No elementary school teacher shall be required to prepare or administer end-of-the-semester examinations. The teacher may give an examination at the end of the semester if she/he so desires.
- B. Each elementary teacher's class shall receive instruction in special subjects (art, vocal, music, physical education) when programs are offered by the Board of Education.
- C. The Board of Education realizes the importance of an elementary physical education program and will, if possible, employ a full-time elementary physical education teacher. If finances do not permit this, they will provide for an inservice training program for all elementary teachers.
- D. The high school library will be open every day for the same number of periods as are in the regular school day.
- E. A committee of three (3) high school teachers and the high school principal will be appointed by the Superintendent to consider improvements relative to the high school schedule and curriculum. The same shall be done in the elementary school. The Superintendent shall give full consideration of staff members who express an interest in serving on the committee. Copies of tentative recommendations made by the curriculum committee shall be distributed to the teaching staff represented by said committee prior to it being submitted for Board action. The Board will take under advisement all mutual decisions of this committee as recommended by the teaching staff.

ARTICLE XV BUILDING CONDITIONS AND TEACHING EQUIPMENT

- A. The Board recognizes that quality education entails much preparation on the part of the teachers outside of the regular school day. Therefore, the Board agrees to the following procedures so as to encourage teachers to make use of the school building after regular hours in order to further that end.

- B. The teacher, upon request, shall be provided with a key to the outside entrance door of the building to which she/he is assigned. Such a key must be returned to the building administrator the following school day after the intended purpose has been accomplished.

ARTICLE XVI
PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the administration recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears to teachers involved with a problem student that she/he requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the administration will take appropriate and immediate steps to alleviate the situation.
- B. Any case of assault upon a teacher or vandalism to his/her property shall be promptly reported to the Board or its designated representative. The Board will render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. Any complaints by a parent of a student directed toward a teacher shall promptly be called to the teacher's attention.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils' property. To the extent permitted by the District's insurance policies then existing, the Board agrees to indemnify teachers against and hold them harmless from liability for school-related activities so long as the teacher exercised reasonable care in compliance with school board policies and regulations; the District insurance policy shall be considered as the primary policy covering bargaining unit members notwithstanding that such individual may have their own personal insurance.

ARTICLE XVII
GRIEVANCE PROCEDURE

- A.
1. Any teacher, group of teachers, or the Association believing that there has been a violation misinterpretation or misapplication of any provision of this Agreement, relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative.
 2. Termination of services or failure to employ any teacher to a position on the extra-curricular schedule may be appealed directly to Step 2 (the "Superintendent's level") of the Grievance Procedure with five (5) school days following receipt of reasons for such action as otherwise provided in this Agreement, but such appeal may not be processed beyond Step 3 (the Board's level) to Step 4 (Arbitration).
 3. It is expressly understood that the Grievance Procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- B. A written grievance as required herein shall contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall be specific.
 4. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section or subsections of this contract alleged to have been violated.

5. It shall contain the date of the alleged violation.
 6. It shall state the specific relief requested.
- C.
1. Step 1: A teacher alleging a violation of the express provisions of this contract shall, within twenty (20) school days of its alleged occurrence, file a written grievance with their principal (or the Superintendent of schools where the grievance involves more than one school building). The teacher and their principal (or Superintendent), or designate shall give written signed disposition within five (5) school days after their receipt of such grievance at Step 1.
 2. Step 2: If the grievance remains unresolved, it may, within five (5) school days after the grievant's receipt of the Step 1 answer, be appealed by the grievant and/or the Association's representative to the Superintendent. (If the grievance was submitted directly to the Superintendent at Step 1, appeal shall proceed directly to Step 3.) Within five (5) school days after the Superintendent's receipt of such appeal with Superintendent, or designate, shall meet with the grievant and/or Association's representative in an effort to resolve the grievance. The Superintendent, or designate, shall respond in writing within five (5) school days after such meeting.
 3. Step 3: If the grievance remains unresolved, it may, within five (5) school days after the grievant's receipt of Step 2 answer, be appealed by the teacher and/or the Association's representative to the Board. Within twenty (20) school days following the Board's receipt of such appeal, the Board, or designate, shall meet with the grievant and/or Association's representative in an effort to resolve the grievance. The Board, or designate, shall respond in writing within ten (10) school days after the first regular Board meeting following the grievance meeting.
 4. Step 4:
 - a. If the grievance remains unresolved, the Association may, within ten (10) school days after the receipt of the Step 3 answer, notify the Board in writing of its intent to pursue the grievance to arbitration. Within five (5) school days following the Board's receipt of such appeal, the parties shall attempt to agree upon an arbitrator. If the parties cannot agree upon an arbitrator, the grievance may, within ten (10) school days after such appeal, be submitted to the American Arbitration Association in accordance with its rules and procedures for appointment of an impartial arbitrator.
 - b. The arbitrator shall have authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the merits of the grievance, but shall not have jurisdiction or authority to add to, detract from or alter in any way the provisions of this Agreement. Subject to the limitations herein specified, the decision of the arbitrator shall be final and binding.
 - c. Any back pay award shall recognize the duty to reasonably mitigate damages.
 - d. The costs of any arbitration under this Article shall be shared equally (50-50) by the Board and the Association.
 - e. Notwithstanding the above grievance procedure steps, the grievance shall be submitted in writing directly to Step 2 if the decision upon which the grievance is based was made by the Superintendent, the Board, or any of its committees.

- f. As used in this Article, school days shall mean days on which school is in session during the normal school year and work days during the summer (from the last day of school until school reopens); work days shall mean Monday through Friday excluding holidays recognized by the Board; calendar days shall mean Monday through Sunday during the entire calendar year. Any time limits may be extended by mutual agreement, confirmed in writing.
- g. The Board agrees not to negotiate with or recognize any organization other than the Association with respect to the bargaining unit covered by this Agreement. This will not prevent an individual teacher from presenting a grievance and having it corrected provided that the correction is not in violation of any terms and conditions of this Agreement. A representative of the Association may be present at such meeting if the teacher desires.

ARTICLE XVIII
MISCELLANEOUS

- A. All information concerning educational conferences received by the administration shall be circulated to all teachers in the appropriate buildings.
- B. The Board agrees to furnish five (5) copies of the ratified Master Agreement (salary schedule, calendars, etc.) to the BEA within ten (10) days of mutual ratification of the Agreement.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms unless such rules, regulations and practices are enacted by the District to become in compliance with State and Federal Education Laws or State and Federal General Laws that pertain to the operation of the District. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D.
 - 1. This agreement, including attachments, constitutes the entire agreement between the parties during its term, subject to interpretation in light of established past practice. Matters not specifically covered under this Agreement shall be subject to negotiations from time to time by request of either party. The parties shall attempt to resolve the problem through negotiations.
 - 2. The parties may form a committee to discuss and attempt to agree upon past practice to be binding upon them as part of this Agreement.
 - 3. This Agreement may be modified at any time by written agreement of the Board and the Association. Such amendment, unless otherwise specified, will become a part of this Agreement without modifying or changing any of its terms. Any agreement reached between the Board and the Association is binding on all bargaining unit members affected and cannot be changed by any individual.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions 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.

- F. "An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act."

ARTICLE XIX

ASSOCIATION DUES OR SERVICE FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is an employee of the Baraga Area Schools may sign and deliver to the Board an assignment authorizing deduction of membership dues in the MEA/NEA/CCEA according to dues schedule. Such authorization shall continue in effect from year to year. The Board shall deduct one-tenth (1/10) of such dues from the second regular check of the year. The Board shall deduct one-tenth (1/10) of such dues from the second regular check of the teacher each month for ten months beginning in September and ending in June. The Board agrees promptly to remit the MEA/NEA/CCEA due to the Michigan Education Association, accompanied by an alphabetical list of the teachers for whom such deduction, have been made.
- B. The Board recognizes the obligation incumbent upon bargaining unit members to contribute to the Association a legal service fee as established by the Association and that such a contribution represents the unit member's obligation to pay his/her fair share for the services of the Association. Thus, any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of employment, pay a legal service fee to the Association not to exceed the dues uniformly required to be paid by members of the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A.
- C. In the event that teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction within thirty (30) days as provided in the preceding article, the Board, upon written request from the Association, shall deduct a service fee as established by the Association. Said fee shall be deducted in equal installments, one per month, for the remainder of the school year.
- D. The Association agrees to indemnify and save the Board, their agents and each individual member of the Board, harmless against any and all claims, demands, costs, suits, or other forms of liability including dues erroneously deducted and all court or administrative agency costs that may arise out of or by reasons of action taken by the Board or any of its agents for the purpose of complying with this article provided:
1. The employee gives timely notice of such action to the Association and permits the Association intervention as a part if it so desires; and:
 2. The employer cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

ARTICLE XX
NO STRIKE CLAUSE

The Association and the Board recognizes that strikes and other forms of work stoppages by the teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore, agrees that during the term of this Agreement, its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone any strike action.

ARTICLE XXI
STAFF REDUCTION

In the event the Board decides to reduce the number of teachers through layoff, or reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, the following procedure shall be followed:

- A. First-year probationary teachers shall be laid off first, then second-year probationary teachers, then third-year probationary teachers, then fourth-year probationary teachers provided there are tenure teachers qualified and certified to replace them.
- B. Staff reduction among tenure teachers shall be according to seniority, certification, qualifications and academic needs of the district:
 1. Seniority shall be defined as the length of service in the Baraga Area School District measured by total service in the bargaining unit when under regular contract and does not include periods of leave. Relative seniority of teachers is determined by: (1) years of continuous service (prorated for part-time teachers); (2) if years of service are equal, hours over the degree; (3) if still equal, a credit for previous experience; and (4) if still equal, a drawing. A seniority list shall be agreed upon and provided annually by the Board of Education to the president of the Association.
 2. For purposes of layoff and recall, qualifications shall be defined as:
 - a. Grades and subjects in which the teacher is certified.
 - b. Grades and subjects in which the teacher is Highly Qualified as determined by the State Department of Education in accordance with the No Child Left Behind Act.
 - c. Subjects currently taught and how long.
 - d. Subjects previously taught and how long.
 - e. Course work and training in subject area and when.
 - f. Teacher evaluations.

The Board and the Association agrees that the definition of Certified and Qualified is that the employee will be in compliance with the present State and Federal Laws in regard to Certification and Qualifications as specified and that this definition applies to Staff Reduction in this Agreement.

- C. The order of recall for tenure teachers shall be in the reverse order of layoff, teachers who possess the most seniority first, provided that the senior tenured teachers being recalled possess the certifications (qualifications) necessary for the position being filled by the recall.
- D. The provisions of this layoff procedure shall be interpreted to comply with the regulations of the State Tenure Commission.
- E. The Board shall give written notice of recall from layoff by sending a certified letter to said teacher at the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears in the Board records shall be conclusive when used in connection with layoff, recall or other notice to the teacher. If the teacher fails to respond with fifteen (15) days of receipt of the recall confirming their intent to report to work immediately as scheduled, or as scheduled at the start of the next semester or school year, or upon return or as scheduled at the start of the next semester or school year, or upon return of such certified letter by the Postal Service to the Board indicating such notice to have been refused by the employee, unclaimed or undelivered for any other reason, the Board may initiate termination proceedings in accordance with the Teacher Tenure Act.

Notice: Any Language in the above Article-12, (Section-A, B and, C), that is not in compliance with Public Act 102, or Public Act 103 of 2011 and Section 1248, of "The Revised School Code" is "null and void" in accordance with these Public Acts and also "null and void" in accordance with Article-2, and Article 18 of this Master Agreement. The Board will administer Article-12, Section-A, B, and C), in accordance with Public Act 102 and Public Act 103 of 2011.

**ARTICLE XXII
INSURANCE PROTECTION**

- A. 1. The Board agrees to pay in the 2011-2012 Contract Year 90% of the actual premium necessary to provide MESSA Choices II \$10/\$20-RX Card, \$300/\$600 deductible (Co-payment Option- \$10.00 Office Visit), and the employee will pay 10% of the actual premium for each applicable health plan (Single Plan, 2-Person Plan or Family Plan) in Plan-A, insurance coverage to all eligible employees and their eligible dependents. **Payments for employees less than full-time shall be prorated accordingly.**
- 2. Employees electing not to take health insurance coverage as provided above, may, upon written application receive benefits as described below or like benefits of another carrier at the same premiums cost or less:
- 3. **Employees will pay their portion of Plan-A or Plan B Premiums via payroll deduction over the same pay periods they receive their salary payments.**

The Board will pay 90% of the actual premium of the applicable Plan-B (Single Plan, 2-Person Plan, Family Plan) and the Employee will pay 10% of the actual premiums of Plan-B

Plan-B: Delta Dental	80/80/80: \$1,300
Vision	VSP 3
Negotiated Life	\$5,000 with AD&D

Employees not electing health insurance PLAN-A will also receive the below benefit.

Eligible employees not electing the health insurance program cited above shall be eligible for a Board paid subsidy in the amount of \$ 598.00 per month. This Board paid subsidy may be used for one of the following:

- A. Tax sheltered annuity
- B. Paid semi-annually in December and June of each year

Insurance benefits are provided through a cafeteria plan.

- B. The Board agrees to pay **90%** of the premium necessary to provide VSP 3+ Vision Care insurance coverage to all eligible employees and their eligible dependents **and the employee will pay 10% of the actual premium.**
 - C. The Board agrees to pay **90%** of the premium necessary to provide Delta Dental Plan (80-80-80) E-006 effective September 1, 2005 **and the employee will pay 10% of the actual premium..**
 - D. The Board agrees to pay **90%** of the premium necessary to provide MESSA term life with AD&D, in the face amount of \$10,000.00 so long as the annual premium for the bargaining unit does not exceed approximately \$1,000.00 **and the employee will pay 10% of the actual premium.**
- AA. 1. The Board agrees to pay in the 2012-2013 Contract Year **85%** of the actual premium necessary to provide MESSA Choices II \$10/\$20-RX Card, \$500/\$1,000 deductible (Co-payment Option- \$10.00 Office Visit), **and the employee will pay 15% of the actual premium for each applicable health plan (Single Plan, 2-Person Plan or Family Plan) in Plan-A,** insurance coverage to all eligible employees and their eligible dependents. **Payments for employees less than full-time shall be prorated accordingly.**
2. Employees electing not to take health insurance coverage as provided above, may, upon written application receive benefits as described below or like benefits of another carrier at the same premiums cost or less:
3. **Employees will pay their portion of Plan-A or Plan B Premiums via payroll deduction over the same pay periods they receive their salary payments.**

The Board will pay 85% of the actual premium of the applicable Plan-B (Single Plan, 2-Person Plan, Family Plan) and the Employee will pay 15% of the actual premiums of Plan-B

Plan-B: Delta Dental	80/80/80: \$1,300
Vision	VSP 3
Negotiated Life	\$5,000 with AD&D

Employees not electing health insurance PLAN-A will also receive the below benefit.

Eligible employees not electing the health insurance program cited above shall be eligible for a Board paid subsidy in the amount of \$ 598.00 per month. This Board paid subsidy may be used for one of the following:

- C. Tax sheltered annuity
- D. Paid semi-annually in December and June of each year

Insurance benefits are provided through a cafeteria plan.

- BB. The Board agrees to pay **85%** of the premium necessary to provide VSP 3+ Vision Care insurance coverage to all eligible employees and their eligible dependents **and the employee will pay 15% of the actual premium.**
- CC. The Board agrees to pay **85%** of the premium necessary to provide Delta Dental Plan (80-80-80) E-006 effective September 1, 2005 **and the employee will pay 15% of the actual premium.**
- DD. **The** Board agrees to pay **85%** of the premium necessary to provide MESSA term life with AD&D, in the face amount of \$10,000.00 so long as the annual premium for the bargaining unit does not exceed approximately \$1,000.00 **and the employee will pay 15% of the actual premium.**
- E.
 1. If the Board desires to change any of the above provided insurance coverage or carriers, it will so notify the Association and request a special conference to explain the differences between the existing insurance program and the new program. The parties will attempt to reach agreement upon conversion to the new program. If agreement is not reached, the current coverage and carrier will continue.
 2. Except as otherwise specifically provided, the Board's obligation for payment of insurance premiums shall continue with respect to bargaining unit members only while they are active employees with earnings from the Board for hours actually worked; such obligation shall terminate when they retire, quit, are discharged, are laid off, are on leave, or for any other reason active employment is terminated with the Board. The Board will, however, continue to pay the premiums necessary for an eligible full-time (prorated for part-time) employee's insurance coverage during paid leaves, holidays and, for contract teachers employed during the school year who have completed their full contractual obligation for teaching such school year, continuing through the summer break from the last day of school to the following August 31.
 3. The sole obligation of the Board for insurance coverage is payment of insurance premiums; by payment of such premiums the Board is relieved of any further liability with respect to insurance benefits of any further liability with respect to insurance benefits or coverage. If the Board disputes the obligation to pay premiums for any employee, the employee must arrange for continued coverage (through the Board's policy, if available), the sole remedy against the Board for failure to pay insurance premiums being reimbursement of premiums to the appropriate party. Employees have the responsibility for making arrangements necessary for

continuance of insurance coverage at their own expense, by payroll deduction, if available, during any period when the Board does not have the obligation to pay the full premium. This section shall not be interpreted to deny any employee's rights as provided for under COBRA.

4. In the event of any legal action brought against the Association or its agents in a court or administrative agency because of its compliance with this Article, the Board agrees to defend such action at its own expense and through its own counsel. The Board agrees that in any action so defended, it will indemnify and hold harmless the Association and its agents from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Association's compliance with this Article.
- F. The above-named benefits are subject to the underwriting rules and regulations as set forth by the carrier.

ARTICLE XXIII **SHARED PROGRAMMING**

- A. A shared program is defined as a class or program by the school district which involves staff and/or students giving or receiving instruction in conjunction with staff and/or students from another school district.
- B. "Host District" will be the school district in which a specific program class is being offered.
- C. "Itinerant District" will be the school district whose students are being transported to enable them to participate in a shared program class.
- D. The parties mutually agree that the purpose of the shared program shall be to provide quality cooperative academic programming in order to be able to enhance the educational opportunities for students by providing class offerings mutually agreed to through existing curriculum change procedures.
- E. Class sizes shall be based upon the appropriate number of students and stations available for the specific learning activity. Total class size including students from the host district and those from the itinerant district(s) shall be mutually agreed upon prior to students enrolling in the classes.
- F. Prerequisites in the host district for student enrollment in a class shall also be a pre-requisite for students enrolling in the class from the itinerant district.

ARTICLE XXIV **EARLY RETIREMENT INCENTIVE PLAN**

- A. The benefit provided in this Article shall be an employer purchased universal buy-in-credit for any employee according to the following conditions:
 1. After twenty-five (25) years of credited MPSERS service with at least twenty (20) years in the Baraga Area Schools, the Board shall "pick up" (pay) the contribution to the MPSERS in an amount equal to the cost to purchase five (5) years of Universal Service Credit for the teacher with the total cost to the Board not to exceed \$32,500.
 2. After twenty-six (26) years of credited service in education with at least twenty (20) years in the Baraga Area Schools, the Board shall "pick up" (pay) the contribution to the MPSERS in an amount equal to the cost to purchase four (4)

- years of Universal Service Credit for the teacher with the total cost to the Board not to exceed \$26,000.
3. After twenty-seven (27) years of credited service in education with at least twenty (20) years in the Baraga Area Schools, the Board shall "pick-up" (pay) the contribution to the MPSERS in an amount equal to the cost to purchase three (3) years of Universal Service Credit for the teacher with the total cost to the Board not to exceed \$19,500.
 4. After twenty-eight (28) years of credited service in education with at least twenty (20) years in the Baraga Area Schools, the Board shall "pick-up" (pay) the contribution to the MPSERS in an amount equal to the cost to purchase two (2) years of Universal Service Credit for the teacher with the total cost to the Board not to exceed \$13,000.
 5. After twenty-nine (29) years of credited service in education with at least twenty (20) years in the Baraga Area Schools, the Board shall "pick-up" (pay) the contribution to the MPSERS in an amount equal to the cost to purchase one (1) year of Universal Service Credit for the teacher with the total cost to the Board not to exceed \$6,500.
- B. The "pick-up" has been agreed to in the collective bargaining of this Agreement in lieu of an otherwise larger salary increase, i.e., as an offset against future salary increases. Eligible teachers shall NOT have the option of choosing to receive the above amounts directly instead of having them paid by the employer to MPSERS.
 - C. The number of teachers who may elect to receive the Benefit shall be limited to two (2) based on seniority. Due to extenuating circumstances, the Superintendent may grant the benefit to additional teachers on an individual basis.
 - D. A teacher who desires to receive the Benefit shall retire at the end of a school year and shall provide written notification to the Board by the end of the first semester.
 - E. A copy of the attached Retirement and Release Agreement must be signed in order to participate in Article XXIV.
 - F. Any teacher...shall not receive his/her Benefit under ARTICLE X (Paid Leave, Paragraph E). It is expressly understood that any retiring teacher shall receive either ARTICLE XXIV, EARLY RETIREMENT INCENTIVE BENEFIT or ARTICLE X, PAID LEAVE, but NOT BOTH.

EARLY RETIREMENT INCENTIVE PLAN

Retirement and Release Agreement

- A. Retirement
By my signature below, I voluntarily elect to retire from my employment with the Baraga Area Schools, effective as of June ____, _____. In electing early retirement, I understand that in order to receive the incentive benefit, I must remain in full-time active employ of the District throughout the 200__ - _____ school year.
- B. Release
In exchange for the early retirement incentive benefit I will receive, I voluntarily and knowingly release and discharge the District from any and all claims or causes of action,

known or unknown, based upon any fact, circumstance or event occurring or existing at or prior to my signing this Agreement.

I acknowledge that this release includes, but is not limited to, any claims or actions arising out of or during my employment with the District and/or my separation of the employment, including any claims for discrimination under State or Federal law, the Federal Age Discrimination in Employment Act of 1967, as amended, or any other claim or actions whatsoever whether founded upon contract, tort, statute or regulations, (Federal, State or Local), common law or any other theory. In signing this Agreement, I acknowledge that:

- (1) I have been advised in writing to consult with an attorney before signing this agreement.
- (2) I am entitled to at least ten (10) days (i.e. until _____, _____) to consider the Agreement.
- (3) I understand that this Agreement shall not become effective or enforceable until seven (7) days after I sign this Agreement and deliver it to the District. I also understand that I may revoke the Agreement during this seven (7)-day period by delivering a written revocation to the District. I forth understand that this Agreement will become effective and enforceable after the seven (7)-day period without any further action by either the District or me.
- (4) I am signing this Agreement voluntarily. No representative of the District has coerced my decision to sign this Agreement.
- (5) I received from the District any information in its possession that I believed was relevant to my decision to elect early retirement.

I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ THE EARLY RETIREMENT INCENTIVE PLAN. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE TERMS OF THIS RETIREMENT AND RELEASE AGREEMENT.

Employee's Signature _____

Employee's PRINTED Name _____

I received this Retirement and Release Agreement on _____, _____

By _____
Its _____

Approved this _____ day of _____, _____.

BARAGA AREA SCHOOLS
BOARD OF EDUCATION

By _____

Its _____

ARTICLE XXV
DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2011, and shall continue in effect for approximately one (1) year and ten (10) months until the 30th day of June, 2013. (Future Agreements shall start on July 1 of each future year and end on June 30 of the following year This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

This Agreement shall continue in full force and effect from September 1, 2011, through June 30, 2013; however, it is mutually agreed that any state or federal law which would cause the employee to contribute toward his or her health insurance or reduce employees pay upon expiration of an Agreement such mandates shall become effective immediately, even if the Collective Bargaining Agreement remains in effect.

BARAGA AREA SCHOOLS BOARD OF EDUCATION

Signed By *Byron Lait* Ba President 9-14-11

Signed By *Dale Eilala* Vicepres. 9-14-11

BARAGA EDUCATION ASSOCIATION

Signed By *Kristina Vanhala* BEA President 9-14-11

Signed By *Katherine Warner* 9-14-11

SCHEDULE A

2011 - 2013

	BA/BS	BA/BS Cont/Prof	MA/MS	MA/MS 15	MA/MS 30
STEP 1	34,060	35,702	37,360	39,008	40,658
STEP 2	35,763	37,487	39,228	40,958	42,691
STEP 3	37,466	39,272	41,806	42,909	44,724
STEP 4	39,169	41,057	42,963	44,859	46,757
STEP 5	40,872	42,842	44,831	46,809	48,790
STEP 6	42,575	44,627	46,699	48,760	50,823
STEP 7	44,278	46,413	48,567	50,710	52,855
STEP 8	45,981	48,198	50,457	52,660	54,888
STEP 9	47,684	49,983	52,303	54,611	56,921
STEP 10	49,387	51,768	54,171	56,561	58,954
STEP 11	51,090	53,553	56,039	58,512	60,987
STEP 12	52,793	55,338	57,907	60,462	63,020
STEP 13	55,177	57,837	60,522	63,193	65,810

All employee members of the Baraga Area Schools-Education Association who are scheduled to receive a Salary Step Increase in 2011/2012 will receive their Salary Step Increase in 2011/2012 and only their scheduled Salary Step Increase for 2011/2012 without additional Salary Compensation.

Employees beyond the Salary Schedule Steps will receive the below listed Salary:

1.50% Salary Increase not added to the Salary Schedule (off schedule) in the 2011/2012 Contract year for all employees beyond their Salary Schedule Steps.

All employee members of the Baraga Area Schools-Education Association who are scheduled to receive a Salary Step Increase in 2012/2013 will receive their Salary Step Increase in 2012/2013 and only their scheduled Salary Step Increase for 2012/2013 without additional Salary Compensation.

Employees beyond the Salary Schedule Steps will receive the below listed Salary:

1.50% Salary Increase not added to the Salary Schedule (off schedule) in the 2012/2013 Contract year for all employees beyond their Salary Schedule Steps

GRADUATE HOURS BEYOND MASTERS DEGREE

Prior to taking graduate hours which are intended for advancement on the salary schedule, it is suggested the teacher and their principal and/or Superintendent meet to discuss the course work contemplated. Graduate hours earned after completion of their Masters degree, that are reasonably related to the teacher's professional development in their teaching field (excluding administration) and hours specifically approved by the Administration in writing as meeting a particular need of the District, will be credited.

"Quarter" hours will be converted to "semester" hours by dividing by three and multiplying by two. Such hours must be satisfactorily completed (grade C or better) from an accredited graduate school.

BA/BS CONTINUING CERTIFICATE

An employee who completes the necessary hours to be eligible for state certification which qualifies him/her for a BA/BS Permanent Certificate shall be paid at the BA/BS Permanent level of the salary schedule.

LONGEVITY PAY

Step 1 After ten (10) years of service in the Baraga Area School District, each teacher shall earn longevity pay at the rate of 4.75% of the base rate.

New employees hired after September 1, 2011 will not start longevity pay until they have reached their 15th year of teaching in the Baraga Area Schools.

MASTER TEACHER LEVEL PAYMENTS

In order to qualify for *Master Teacher Payment* on Step 2, 3, and 4 of this Schedule, a teacher must earn four (4) college credits or five (5) years of service of Schedule B. A combination credits and years may be used. These requirements must be satisfied for a teacher to move from Step 1 to another Step. Once a teacher qualifies for a higher Step, she/he cannot be returned to a lower Step.

Step 2 After sixteen (16) years of service in the Baraga Area School District, teachers qualifying for *Master Teacher Payment* will earn an additional 2% of the base rate.

Step 3 After twenty-two (22) years of service in the Baraga Area School District, teachers qualifying for *Master Teacher Payment* will earn an additional 4% of the base rate.

Step 4 After twenty-eight (28) years of service in Baraga Area School District, teachers qualifying for *Master Teacher Payment* will earn an additional 6% of the base rate.

Schedule B

College Credits Calculation
 $4/6 \times 4 = 16/6 = 8/3 = 2 \frac{2}{3}$

Service Credit Calculation
 $4/6 \times 5 = 20/6 = 10/3 = 3 \frac{1}{3}$

For this teacher to be eligible for Step 3 Schedule B benefits, she/he must earn $2 \frac{2}{3}$ college credits or $3 \frac{1}{3}$ service years and at least four (4) more years of services in the Baraga Area Schools.

SCHEDULE "B"

I. COACHES

(The Step is the BA salary schedule Step, but based on years of coach the position rather than years of teaching with a maximum of the sixth (6th) year of service Step.)

New Coaches hired after August 31, 2011 salaries will be based on years of teaching with a maximum of the fourth (4th) year of service Step. Present "Teacher Coaches" will be grandfathered on the former salary calculation for their present coaching positions as of August 31, 2011 only.

Head Football	12% of Step + .725% of base per week for pre-school (Four (4) weeks maximum)
Assistant Football	8% of Step + .725% of base per week for pre-school (Four (4) weeks maximum)
Junior Varsity Football and Assistant Junior Varsity Football	8% of Step + .725% of base per week for pre-school (Four (4) weeks maximum)
Head Girls' Basketball	13% of Step
Junior Varsity Girls'	9% of Step
Head Boys' Basketball	13% of Step
Junior Varsity Boys Basketball	9% of Step
Junior High Basketball	2.5% of Step
Elementary Basketball	Rate to be determined
Golf	4% of Step
Head Girls' Track	7% of Step
Head Boys' Track	7% of Step
Junior High Track	2.5% of Step
Volleyball	12% of Step + .725% of base per week for pre-school (Four (4) weeks maximum)
Assistant Volleyball	8% of Step + .725% of base per week for pre-school (Four (4) weeks maximum)

Varsity and Assistant coaches get 1% pay for every week of post-season play with a maximum of 3% for the following sports:

Football – playoffs until eliminated

Volleyball and basketball – when advancing after winning a district final, until eliminated.

Track – when a player(s) qualifies and participates in the U. P. Finals or State Tournament.

Any other sport, with approval of the Board.

Strength Conditioning	Rate to be determined
Mentors (Teaching)	1% of Base

II. GAME WORKERS

(Percent of BA Base rounded to nearest half dollar.)

Basketball:

Scorer	.095%
Timer	.090%
Ticket Seller	.070%

Football:

Timer	.090%
Announcer	.058%
Ticket Seller	.058%
Chain Gang	.058%

Volleyball:

Scorer	.095%
Timer	.058%

III. STUDENT ACTIVITIES

(Percent of BA Base rounded to nearest half dollar.)

Class Advisor 7-10	1.1%
Class Advisor 11-12	2.4%
School Play Director	4.0%
Destination Imagination	2.0%
Destination Imagination Coach	1.1%
High School Cheerleading	5.8%
Junior High Cheerleading	2.0%
Chaperons-Day	.145%
Chaperons-Night	.100%
Yearbook	4.9%
Driver Education	.070%
Camp Nesbit Advisor	2.0%
Camp Nesbit Assistant	1.0%
Noon Supervisor	1.8%
National Honor Society	1.0%
Student Council	2.8%
Audio Visual	5.8%
Band	9.2%
High School Bowl	1.5%
SADD	1.4%
Elementary Student Council	1.4%

- IV. Rates are based on completion of the full schedule for the sport or activity.
- V. Coaches moving from one position to another in the same sport will be given credit of one year for each two years of coaching in the prior position.
6. If the rate is different from first to second semester and the activity extends into both semesters, the salary will be prorated.

8-22-2011

LETTER OF UNDERSTANDING

This "Letter of Understanding" is entered into between the Board of Education of the Baraga Area Schools (hereinafter referred to as the "District") and the Baraga Area Schools Education Association (hereinafter referred to as the "Association"). This agreement is in effect from September 1, 2011 through August 31, 2012.

Pursuant to and in accordance with the terms of the 2011-2012 Agreement, the Board and the Association agree to the following terms listed below:

- A. Lead teacher language will be developed by a committee comprised equally of members from the Board's designees and members from the BEA.
- B. It is understood that this "Letter of Understanding" does not create a precedent in formation of committees to discuss or develop language for positions in the district and that this committee is being formed by mutual consent.
- C. This is the complete and entire agreement of the parties concerning this subject matter.

Baraga Area Schools

By: *Byron Carl*
Its: Board President

Date: August 22, 2011

Baraga Area Schools Education Association

By: *Kristina Vanhala*
Its: President

Date: August 22, 2011