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1997 - 1999

AGREEMENT

NEW BUFFALO AREA SCHOOLS

and

NEW BUFFALO 5-C EDUCATION ASSOCIATION

(MEA-NEA)

New Buffalo Area Schools

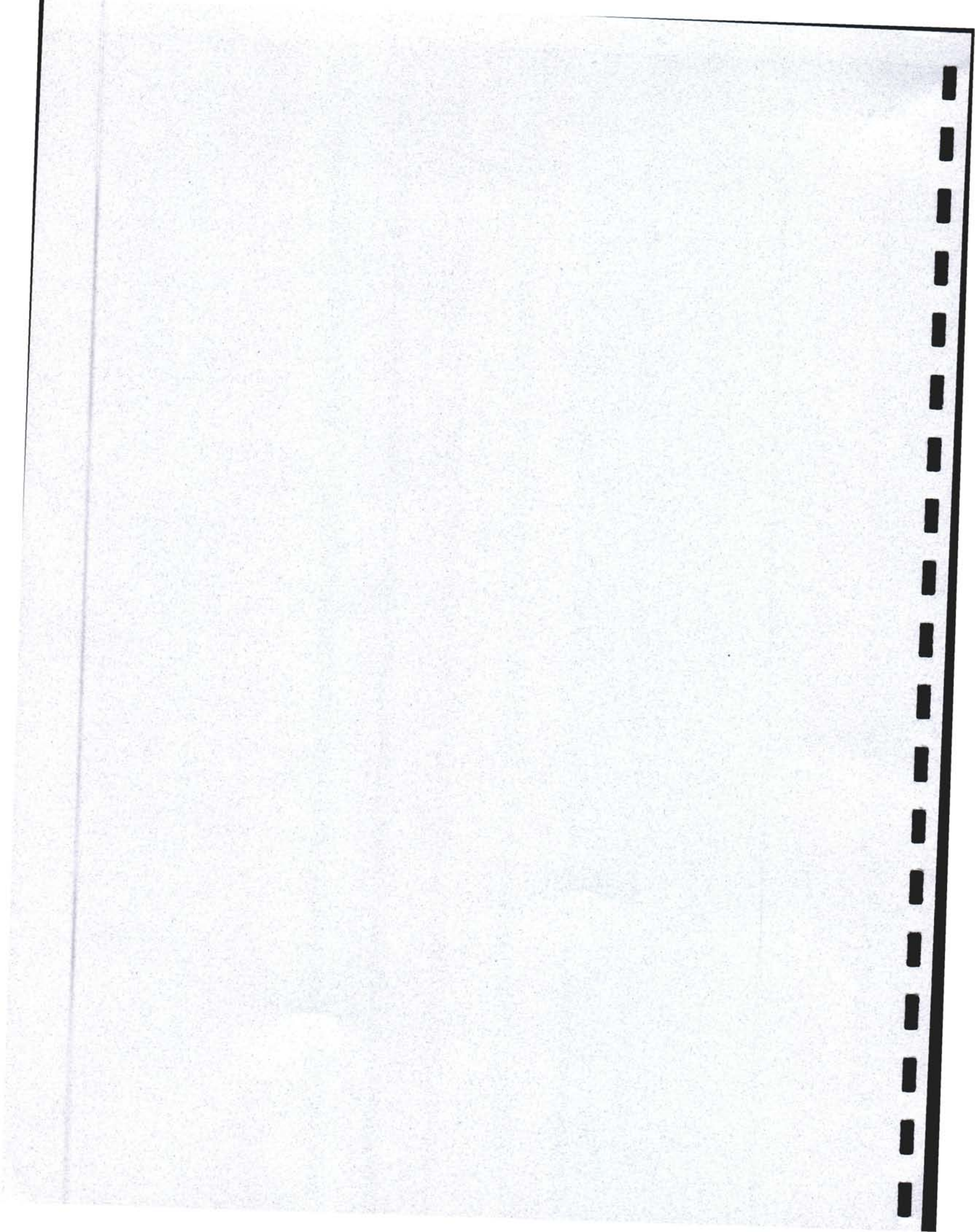


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AGREEMENT

NEW BUFFALO AREA SCHOOLS

-and-

NEW BUFFALO 5-C EDUCATION ASSOCIATION (MEA-NEA)

This Agreement made and entered into this ____ day of August, 1997, by and between the Board of Education of the New Buffalo Area Schools, Berrien County, Michigan, hereafter referred to as the "Board," and the New Buffalo 5-C Education Association (MEA-NEA), hereinafter referred to as the "Association."

ARTICLE I -- PURPOSE AND INTENT

Section 1: The general purpose of this Agreement is to set forth the wages, hours, terms, and conditions of employment which shall prevail for the duration of this agreement.

Section 2: The Board recognizes its obligation to bargain with the Association pursuant to Act 379, Public Acts of the State of Michigan of 1965, and Act 336 of the Public Acts of 1947, as amended.

Section 3: Therefore, the Board and the Association, for and in consideration of the mutual promises, stipulations, and conditions hereafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE II -- RECOGNITION

Section 1: The Board recognizes the New Buffalo 5-C Education Association (MEA-NEA) as the sole agent for professional negotiations and collective bargaining relating to wages, hours, terms, and conditions of employment for the certificated employees of the New Buffalo Area Schools, excluding the certificated employees primarily hired for the exercising of administrative authority, supervision or direction of employees and non-certificated personnel. The bargaining unit does not include substitute teachers, per diem temporary employees (less than 61 days), adult education teachers, athletic director, and the coordinator of special education. The Board further agrees that, for the duration of this Agreement or any extension thereof, it will not recognize nor bargain with any entity other than the Association. All references to male teachers shall also refer to female teachers.

ARTICLE III -- BOARD RIGHTS

Section 1: Reserved exclusively to the Board are all responsibilities, powers, rights, and authority vested in it by the laws and constitution of the State of Michigan and of the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.

Section 2: It is agreed that the Board hereby retains and reserves unto itself, without limitations all the powers, rights, and authority which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, or those things covered by applicable law. These rights include, by way of illustration and not by way of limitation, the right to:

- (a) Establish policies, manage and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.
- (b) Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all personnel.
- (c) Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment or their dismissal, discipline, or demotion and to promote, assign, transfer, and lay off employees.
- (d) Determine the services, supplies, and equipment necessary to continue its operations.
- (e) Determine the number and location or relocation of its facilities and work stations and bus routes.
- (f) Adopt rules and regulations, as long as they are not inconsistent with this agreement or law.
- (g) Determine the financial policies, including all accounting procedures.
- (h) Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.

Section 3: Contract interpretation -- in the event of a claim of misinterpretation or misapplication of this agreement, the integrity of Board's rights as delineated in this article shall be preserved.

Section 4: Limitation on Board rights -- the exercise of the above powers, rights, and authority by the employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this agreement.

ARTICLE IV -- TEACHERS' RIGHTS

Section 1: Nothing contained in this Agreement shall be construed to deny or restrict any teacher those rights he may have under the Michigan General School Laws and Regulations, if any.

Section 2: Each teacher shall have the right, upon request in writing, to review the contents of his own personnel file, provided that all confidential material has been removed before it is made available to him. A representative of the Association may, if the teacher so desires, be requested to accompany the teacher in such review.

Section 3: All teacher evaluations, both probationary and tenure, shall include a teacher evaluation report as formulated by an Administration and Teacher Committee and approved by the Board. Such form is subject to re-evaluation by the committee at the request of either party at the time of expiration of the Master Agreement. The Administration and Association shall formulate an Individual Development Plan for all probationary teachers.

- (a) All formal teacher evaluations made on the above reports shall be discussed between the teacher and the administrator or person making the formal evaluation and the teacher shall so indicate such discussion by signing the evaluation.
- (b) Every effort will be made to provide the teacher with a written statement regarding each observation made for the purpose of a formal evaluation within ten (10) working days after the observation.
- (c) It is understood by the parties that a major purpose and intent of evaluations is to improve the performance of the teaching staff. Formal evaluations of teachers shall include reference to strengths as well as weaknesses, when identified.

SECTION 4: A "mentor teacher" shall be assigned to every probationary teacher upon employment in the District. The "mentor teacher" shall be voluntary and, insofar as possible, shall be a tenure teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same grade, building, or discipline as the probationary teacher. It shall be the duty of the mentor teacher to assist and counsel the probationary teacher in acclimating him/her to the teaching profession. The mentor teacher shall not be involved in the evaluation of the probationary teacher.

A mentor teacher shall be defined in accordance with section 1526 of Act 335 of the Public Acts of 1993.

- (1) The mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee's evaluation.
- (2) Upon request, the administration shall make available reasonable release time, up to eighteen (18) hours per year, so that the mentor may work with the mentee and attend appropriate training during the regular work day. When possible, the mentor and mentee shall be assigned common preparation periods.

(3) The mentor's evaluation shall not reflect his/her performance of mentor duties.

Section 5: When an unsatisfactory report warrants, a teacher, at his own request, shall be entitled to have present a representative of the Association when any reprimand or discipline is being exercised under this Agreement.

When a request for such representation is made, no action shall be taken with respect to that teacher until such a representative of the Association is present, provided said representative is available within a reasonable time, not to exceed five (5) school days after the request for a representative is made.

Section 6: No teacher shall be reprimanded, disciplined or degraded in the presence of students.

Section 7: Monitoring for evaluation purposes or supervising of the work performance of a teacher shall be conducted openly and shall not be conducted in such a way as to preclude knowledge of such observation.

Section 8: The complaint by a parent/guardian of a student, and/or student, directed toward a teacher may be called to the teacher's attention; however, no disciplinary action or report will be made part of the teacher's personnel file unless such complaint has been brought to the teacher's attention within a period of ten (10) school days after receipt of the complaint. No disciplinary action may result unless the complaint is made within twenty (20) school days of the incident except in the case of moral turpitude, gross indecency and/or violation of state or local law.

Section 9: Teachers who will be affected by a change in grade assignment, building assignment, subject assignment, or change in extracurricular assignments, will be notified and consulted as soon as is practical by their administrator and, whenever possible, prior to June 1. Teachers will be notified by certified mail of any changes affecting their assignment made after June 1.

(a) Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates except as specified in Article VIII, Section 3.

Section 10: Assignment of teachers to school positions and their transfers shall rest solely with the superintendent of schools after consultation and input from the building principal(s). The superintendent shall assign or transfer only qualified teachers as defined in Article VIII, Section 3 of this agreement.

ARTICLE V -- ASSOCIATION RIGHTS

Section 1: The Board agrees to make available to the Association, in response to written requests, all public information. A service fee may need to be assessed to cover materials.

Section 2: The Board and the Association recognize that an optimum education environment includes a teacher who is working within his area of special competence and in the school setting best suited to his personal

circumstances. Therefore, the Superintendent shall advise the President of the Association of any existing vacancy during the school year by letter and shall provide opportunities to teachers to express their desires for changes in assignment for a period of five (5) school days after such notice.

- (a) Teachers desiring a change in assignment should make their desires known by written notice to their respective principals before the end of the school year.

Section 3: The Association shall have the right to use school building facilities for meeting provided (1) such meetings are held at hours other than pupil school hours or during school functions; and (2) advance permission for such usage has been given by the administration.

- (a) The Association shall have the right to use school equipment if not otherwise in use. The Association shall pay for the reasonable costs of all materials and supplies incident to such use.
- (b) Bulletin boards shall be made available for the use of the Association in the teachers' lounges only.
- (c) The Association may distribute all written material by placing such material in the teachers' mail boxes which shall be made available for such distribution.
- (d) All material, either posted or distributed, shall not be of a derogatory or defamatory nature.

Section 4: Association Membership. Each teacher shall have the right to freely join or refrain from joining the Association and shall not be discriminated against by reason of joining or refusing to join the Association or by reason of the institution of any grievance, complaint or proceeding under this Agreement against either party or another employee. Each teacher employed by the Board shall within thirty (30) work days from and after the effective date of this Agreement advise the Association in writing as to whether he desires to join the Association and pay dues, or pay a service fee. The gathering of said designations shall be the responsibility of the Association. The Association shall tabulate the results and immediately provide the same to the Superintendent, together with copies of the responses from each teacher.

Section 5: Financial Responsibility. Membership in the Association is separate and distinct from the assumption by a teacher of his equal obligation to compensate the Association for the benefits he receives from representation. The Association is required under this Agreement to represent all of the teachers in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Association. The terms of this Agreement have been equally made for all of the teachers in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each teacher in the bargaining unit shall pay equally for benefits received and that each assume his fair share of the cost of representation.

Section 6: Service Fee. Except as hereinafter provided, each teacher who is not a member of the Association in good standing or does not make

application for membership within thirty (30) calendar days from his date of hire, shall as a condition of employment pay a service fee. The service fee shall be determined by the Association and shall be equivalent to each teacher's proportionate share of the cost of negotiating and administering the collective bargaining agreement but in no event shall it be more than the regular monthly Association membership dues uniformly required of employees who are members. The amount of said dues or service fee shall be that amount which the Association designates in writing during September of each year. If during the term of this Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful.

Section 7: Teacher Authorization. Each teacher may sign and deliver to the Board an assignment authorizing the deduction of Association dues or a service fee, as the case may be. Such authorization shall continue until revoked in writing by the teacher BETWEEN AUGUST 1 AND AUGUST 31 OF ANY GIVEN YEAR. Teacher authorizations for the deductions of Association dues, or for the payment of the service fee shall identify the teacher, the amount of each deduction, the period for which deductions are to be made, and shall be signed by such teacher.

Section 8: Board Responsibility. The Board shall deduct the authorized amount due from each teacher's pay and transmit the total deductions to the financial secretary of the Association within fifteen (15) calendar days following such deduction, together with a listing of each teacher from whom deductions were made, except that the Board shall not be required to make deductions authorized by a teacher during any pay period such employee did not provide services to the Board unless such teacher was on a paid leave of absence or receiving sick leave benefits authorized by this Agreement. The Board shall use its best efforts to make the aforesaid deductions in the manner set forth and assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies forthwith.

Section 9: Limitations. In the event a teacher who is obligated to, but fails to pay the Association dues or service fee directly to the Association, or to authorize payment through payroll deductions, such failure shall not cause the teacher to be terminated. However, the Board recognizes the right of the Association, based on the obligations set forth in this Agreement, to pursue collection of either the Association dues or the service fee by appropriate action in a court of competent jurisdiction. In no event shall the Employer be a party to such collection action.

Section 10: Conscientious Objections. Notwithstanding the foregoing provisions, any teacher whose personal beliefs prevent him from supporting the Association shall, so as to show good faith in view of the fact that other non-members of the Association must pay a service fee, agree to make a contribution as hereinafter provided. Such teacher shall pay a sum equivalent to the service fee required to be paid by non-members of the Association to a non-union, non-religious charitable organization mutually agreed upon by the Employer and the teacher furnishing a copy of the receipt thereof to the Association. The teacher may authorize a payroll deduction in the same manner as provided in (7) above. In the event a teacher shall not pay such sum directly to the charitable organization or authorize payment through payroll deductions, the Association shall have a right to pursue collection of said contribution by appropriate action in a court of competent jurisdiction pursuant to Section 9 above.

Section 11: Save Harmless. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

Section 12: From the second through eleventh pay checks of each year, from those employees who so authorize by properly executed payroll deduction authorization cards, the contents of which comply with all federal and state requirements, the Board agrees to deduct dues for the Michigan Education Association, the National Education Association, and the New Buffalo 5-C Education Association, and remit the same to the New Buffalo 5-C Education Association no later than fifteen (15) days after the date the dues have been deducted.

(a) The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues.

The Board agrees to give all diligence in complying with the provisions set forth in Section 12 of this article.

Section 13: The New Buffalo 5-C Education Association, through its president, may request, in writing, four days per school year to be used for Association business. Four additional days may be used for Association business with the cost of the substitute paid by the Association. Requests for such days must be submitted to the superintendent five days prior to usage and will be approved by the superintendent.

ARTICLE VI -- PROTECTION OF TEACHERS

Section 1: It shall be the responsibility of the teacher to report to his principal, in writing, the name and reason for the need of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised in writing by the principal of the disposition of the teacher's report that a particular student needs such assistance.

Section 2: Teachers shall comply with the provisions of current teaching procedures established by the Board in dealing with the student discipline.

(a) Any employee who is assaulted or threatened with bodily harm by an individual or group while carrying out his assigned duties shall as soon as possible notify his building principal or supervisor who shall notify the superintendent's office as soon as possible. If the teacher is not otherwise entitled to counsel and the teacher has acted within applicable laws, the Board shall provide legal counsel upon request, to advise the teacher of his rights and obligations with respect to such threat or assault.

(b) The Board's administrative and supervisory personnel shall cooperate fully with the law enforcement authorities in connection with the latter's investigation and prosecution of any such offense. In the event court attendance is required of the

teacher in connection with the prosecution by the district of any such offense, the teacher shall suffer no loss of pay for absence for such court attendance.

- (c) Personal Property: Employees who provide evidence of loss of personal property that is essential to the teacher performance such as clothes or a personal vehicle, but excluding non-essentials such as radios, works of art, etc., shall not be unreasonably denied reimbursement when the loss arose out of the course of employment.

A maximum of \$500.00 reimbursement will only be made if the loss is not covered by or collected from an insurance policy.

- (d) A teacher may request to consult with his own legal advisor prior to discussing allegations, charges, or threats with law enforcement officials or Department of Social Services representatives.

Section 3: Layoff Procedure -- Seniority. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act. Seniority shall be determined by the length of continuous service with the New Buffalo Area Schools. (Length of service shall be defined as the most recent date of hire, (year), with the New Buffalo Schools), and begins the first day a teacher reports to work as a regular assigned teacher. If more than one person has equal seniority, the following prioritized steps will be considered:

- (a) Total number of years in the certification and qualification areas of instruction.
- (b) Number of semester hours completed, beyond a Bachelor's degree, at the time of layoff.
- (c) If all else is equal, a public lottery would be conducted.

Leaves of absence shall not be considered a break in service unless for a period in excess of two (2) years. Leaves of absence granted for periods in excess of two (2) years shall constitute an interruption in continuous service. There shall be no loss or gain of seniority due to layoffs. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act. The Board of Education shall prepare a seniority list by classification and transmit a copy of the same to the Association on or before the first day of October.

Section 4: Necessary Reduction of Personnel--Layoff: The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the state of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:

- (a) It is hereby specifically recognized that it is within the discretion of the Board of Education to reduce the educational program and curriculum. Prior to taking final action, the Board

will consult with the Association and receive its recommendations and priorities.

(b) In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:

1. If reduction is necessary, the probationary teachers will be laid off first, provided equally qualified tenured staff are available to replace them.
2. If further reduction is still necessary, then, subject to paragraph 3 of Section 5 of this Article, tenure teachers with the least number of years of continuous district teaching experience will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all the needed duties of the laid off teachers.
3. Reduction of certified personnel will be made according to the following: certification, seniority and qualification (in this sequence).
4. Nothing in the contract shall be construed or interpreted so as to be inconsistent with a teacher's tenure rights.

Section 5: Recall. Teachers shall be recalled to employment in inverse order of layoff for new positions opening as determined by the programs offered by the Board, for which they are certified and qualified. The Board shall give written notice of recall from layoff by sending a certified letter to said teacher, at his 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 on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the teacher. If a teacher fails to report to work within fifteen (15) working days from date of mailing of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered to have terminated his individual employment contract and any other employment relationship with the Board.

Probationary teachers shall retain their right to recall for a period of two (2) years. Tenure teachers shall retain their right to recall according to the Tenure Act. The Board will give teachers to be laid off at least thirty (30) calendar days notice before the effective date of layoff.

The Superintendent shall have no obligation to reassign or transfer employees during a reduction in staff or recall in order to create positions for tenure teachers or teachers with greater seniority, but may do so in its discretion. The Board shall have no obligation to create part-time positions.

The Board's obligation to pay salary under any staff member's individual employment contract or under this collective bargaining agreement shall terminate upon layoff, so long as the employee is paid for all days worked. A teacher who is laid off effective any time after the last working day of a school year, but prior to the commencement of the next school year, and who receives unemployment compensation benefits during the summer, who is then recalled to employment by not later than the fourth Wednesday student count day, will be paid according to an annual salary rate such that his

unemployment compensation plus that annual salary rate will be equal to the rate of salary he would have earned for the school year had he not been laid off. Repayment shall consist of deductions from the gross pay and will be prorated over the remainder of the current year.

Section 6: Transfers. All teachers by seniority, certification and qualification in the system are to be considered in making transfers due to a reduction in staff. If the original position becomes available, teachers who have been transferred to other positions because of staff reductions shall be notified and have first consideration to return to their original position if they so request.

Section 7: Qualifications. The Board shall determine teacher qualifications for assignments, reassignments, recalls, and other positioning necessary to the operation of the schools.

(a) Teachers teaching subjects in grades 7 through 12 will be considered qualified if:

1. They have a major or minor or 20 semester hours of academic preparation from an accredited college or university in the subject area to be taught and;
2. They have satisfactorily taught the subject area one (1) year in the past eight (8) years in grades seven (7) through twelve (12).

(b) Teachers teaching subjects in grades K-6 will be considered qualified if:

1. They have a major in elementary education or some field which the New Buffalo Area Schools have traditionally accepted as an appropriate major for elementary teachers and;
2. They have satisfactorily taught the subject area one (1) year in the past eight (8) years in grades Kindergarten (K) through sixth (6th).

Teachers with appropriate academic preparation but who lack recency of experience may be assigned to a subject area or grade level. However, the appropriate administrator will evaluate such teachers at least twice during the first semester of teaching. After these evaluations, the administrator will, if necessary, make appropriate recommendations for teacher improvement.

(c) The teacher will then be re-evaluated in the second semester and the administrator will report to the Board by the end of the first year whether or not the teacher is qualified to teach the subject area.

(d) Notwithstanding the above definitions of qualification, the superintendent may assign teachers to teach one subject (up to two sections or periods of the same course) for which they are not qualified. However, the appropriate administrator will evaluate such teachers at least twice during the first semester of teaching. After these evaluations, the administrator will, if necessary, make appropriate recommendations for teacher improvement. The teacher will then be re-evaluated in the second semester and the administrator will report to the Board by the end of the first year

whether or not the teacher is qualified to teach the subject area.

ARTICLE VII -- PROFESSIONAL COMPENSATION

Section 1: The salaries of teachers covered by this Agreement are set forth in Appendix "A," which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement and shall be based on a normal teaching assignment during a regular school year of one hundred ninety (190) days, which include New Years Day, Memorial Day, Labor Day, Thanksgiving, and Christmas.

Section 2: For assigned or voluntary additional duties, the teacher shall be entitled to appropriate additional professional compensation as stated in Appendix "B."

For all Board approved additional classroom teaching assignment duties not stated in Appendix "B," the employee shall be compensated on the hourly rate of .001 percent of B.A. base salary.

Section 3: Teachers shall not be required to report more than two (2) workdays prior to the first student days in the fall semester. At least one-half of the teacher work time prior to the reporting of students shall be for the purpose of in-room preparation and planning.

Section 4: A teacher shall be released, with the principal's recommendation and the Superintendent's permission, from regular duties without loss of salary for no more than three (3) days per year for attending professional conferences related to his teaching discipline. Administrative initiated conference attendance should not count in these days.

Section 5: Every part-time teacher shall be paid in a ratio of his time spent with respect to the clock-hour school day.

Section 6: All new full-time teachers hired to the system shall have a minimum of a bachelor's degree.

Section 7: Credit for teaching experience outside the school system may be given to new teachers for their teaching experience up to eight (8) full years. Teachers may be advanced one (1) step on the salary schedule for each two (2) years of active wartime military service up to three (3) steps.

Section 8: A sum of up to two hundred dollars (\$200) per semester hour will be reimbursed for the graduate credit earned after September 1, 1990, by a tenure teacher in the New Buffalo Area Schools and having a Michigan Permanent and/or Continuing, Life Certificate, professional certificate or occupational certificate. Reimbursement will only be made on semester hours earned on courses accepted for graduate credit on the Master's Degree program of the teacher, or courses related to his teaching assignment. Substantiating evidence of semester hours earned must be presented to the Superintendent of Schools by the 15th of November or the 15th of May. Payment will be made within thirty (30) days. To be eligible for payment in this section, a teacher must submit a copy of an approved Master's Degree Program or a written request specifying graduate credit hours to be taken with supporting information, and receive written approval by the Superintendent in advance of taking any courses. The Superintendent or

designee will issue a written decision on the request within ten (10) days.

The Superintendent will not arbitrarily deny a request. If a request is denied, the teacher may request a review by the association president and superintendent. Such review and final determination shall be made as soon as possible, but in no case longer than two (2) weeks.

Section 9: All teachers required to travel to discharge their assigned duties outside the school district shall be reimbursed on a per mile basis, at the current IRS rate, July 1 each year, for miles traveled from the school building to the destination and return to school.

Section 10: Teachers achieving Master's Degree status during the school year shall be immediately placed on the proper step of the Master's Degree schedule for the remainder of the year.

Section 11: It is further agreed and understood that, upon the presentation of proper authorization forms, the Board will deduct from a teacher's pay check those amounts authorized by the teacher for payment to Credit Unions, six (6) Tax Annuity Programs and Insurance Programs as long as a minimum of three employees sign up. Such approved deductions shall be made equally from the first and second paycheck of each month, except credit union deductions, which shall be deducted from all paychecks.

Section 12: In the event a teacher is utilized as a substitute at the request of the administration, the Board will grant additional compensation at the rate of fifteen dollars (\$15.00) for the 1997-1998 school year and twenty dollars (\$20.00) for the 1998-1999 school year per classroom period spent as a substitute teacher.

Section 13: In the event local "in-service" training is offered by the District on a non-contract day, attendance at such in-service shall not be mandatory, however, implementation of the subject matter of the in-service shall be expected of the teacher. Teachers who attend the in-service training session shall be paid the sum of \$50.00 per day or pro-rata portion thereof.

Such in-service shall be planned with teacher input and at least thirty (30) days advance written notice shall be provided for the training.

ARTICLE VIII -- TEACHING ASSIGNMENTS AND HOURS

Section 1: The teaching hours for all teachers employed by the New Buffalo Area Schools shall be as follows:

- (a) Teachers shall arrive at school no later than twenty (20) minutes before the beginning of the official school day.
- (b) Teachers may leave school no sooner than twenty (20) minutes after school, except on Fridays and the last day of school prior to vacations when teachers may leave soon after bus departures. In case of emergency, a teacher may leave at the discretion of the principal. For the length of this contract only, the teachers' workday shall not exceed 7 hours & 20 minutes, except for those meetings required under Section 2 (b) of Article VIII. This workday limitation shall automatically end and the Board shall not be bound to continue this restriction beyond the expiration of this agreement

on June 30, 1999.

- (c) The reporting and departure time prior to the beginning and at the end of the official school day may be altered by mutual agreement between the administration and the Association one (1) time each year, provided that any alteration will not reduce the total hours worked and further provided that any alteration will be made prior to the commencement of the current school year.
- (d) All teachers shall be entitled to an uninterrupted, duty-free lunch period for a period equal to that granted students.
- (e) The normal daily assignment in the junior and senior high schools shall include one (1) assigned preparation/conference period per day, or its equivalent, for any classroom teacher assigned more than three (3) periods per day.
- (f) Elementary teachers may use for preparation all time which is currently provided by the various teaching specialists as long as these positions are maintained by the Board. Realistic attempts will be made to provide elementary teachers an average of 40 minutes daily for preparation and conferencing for all full student days.
- (g) Each teacher will attend those extracurricular activities in which his students have an active participation and in which the teacher has played an active role in preparation.

Section 2: The Calendar consisting of a minimum of 182 class days, with provisions made for make up days for the school years covered by the length of this contract shall be negotiated and adopted by the Board simultaneously with the contract.

Any revision to the calendar will be accomplished by the Superintendent and the Association president.

- (a) Teachers shall be responsible for regularly scheduled Parent/Teacher Conferences and Open House visitation.
- (b) Up to twelve (12) faculty meetings, (published in Teachers' Handbook), may be scheduled per school year. Attendance is required for the duration of the meeting, except when excused by the administration. During the year of North Central Evaluation, the principal may require additional meetings, not to exceed a total of fifteen (15) meetings.
- (c) The New Buffalo Area Schools intends to provide one hundred eighty (180) days of pupil instruction as prescribed by state law. The school calendar will stipulate days that will be substituted for days that are cancelled because of conditions not within the control of school authorities. If, at any time during the life of this Agreement, it becomes lawful to count these cancelled days as days of pupil instruction, then these days will not be rescheduled and teachers will not be expected to report. It is understood that such days shall be considered part of the regular school year and no employee shall receive additional compensation for those days.

Any action by the Board to reduce the total workdays shall not cause a reduction in wages for days not worked.

- (d) On any canceled student session days, it is agreed that bargaining members will be excused from reporting for duty, unless it is a partial workday (i.e., parent-teacher conferences, in-service days or end of semester grading days). In such cases teachers may be required to report. The Board shall not be required to reschedule a partial workday, which is canceled, unless such cancellation will interrupt student exam schedule.
- (e) When session days are delayed, teachers will report at least fifteen (15) minutes before the opening of the students' scheduled school day. It is understood that the normal day may have to be revised when the beginning of the day is delayed. However, the school day will not be extended beyond the normal close of the school day.
- (f) Any decision to cancel days, or delay the starting time, shall not be grievable.
- (g) Subsequent school year calendars shall be developed in accordance with state law, as amended.

ARTICLE IX -- TEACHING CONDITIONS

Section 1: The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

Section 2: To the extent possible and/or practical, the Board agrees at all times to keep the schools safe, reasonably and properly equipped, cleaned and maintained.

Section 3: The Board shall provide in each building, where physical facilities permit, at least one (1) teachers' work room equipped with large table or tables, typewriter and space for a professional library.

Section 4: Teachers shall be provided with parking facilities for exclusive use of teachers.

Section 5: Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever necessary and possible. Ideal class size for K-3 is 20 or less students. Above this primary level, ideal class size is 25 students. Realistic attempts should be made to achieve these goals as financial and other conditions, as determined by the Board, may allow. If the number of students in any K-3 classroom exceeds 23, the teacher will be provided with an aide upon request. The teacher and principal shall mutually agree upon who the aide will be and make a recommendation to the superintendent.

Section 6: All principals may, at their discretion, designate another certified employee, excluding guidance personnel, to act as "emergency principal" in their absence.

Section 7: The administration shall provide necessary information about students assigned to the teacher's class, such as, tether, probation, etc.

ARTICLE X -- SCHOOL IMPROVEMENT AND ACCOUNTABILITY PROGRAM

Section 1: The Board, administration, teachers, and Association recognize the necessity of maintaining ongoing district-wide school improvement plans and the importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.

The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours, and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.

To the extent any proposed element of the district's school improvement plan conflicts with the terms of the master agreement, the identified provision will be subject to re-negotiation at the request of the Board or Association. Any amendments to the agreement will be subject to ratification by the parties.

The involvement of teachers in school improvement planning shall be voluntary and shall not require additional compensation when such involvement is outside regular work hours.

The Site Based Decision Making Committee shall make recommendations to the Board of Education for its approval as to the types of decisions to be made. Recommendations may include but not limited to the following:

- a. Instructional improvement
- b. Staff development opportunities
- c. P.A. 25 compliance
- d. Accreditation compliance
- e. Other types of decisions to be made by the Committee

The Site Based Decision Making Committee shall not make any decisions, which are contrary to the provisions of the Collective Bargaining Agreement, Board policy, nor state law.

No bargaining unit member shall be discriminated against because of participation on the committee or lack of participation on the committee.

ARTICLE XI -- SICK LEAVE/FUNERAL LEAVE

Section 1: Ten (10) days of sick leave per year with full pay shall be granted to each tenure teacher at the beginning of each school year. However, in the event of termination of employment sick days shall be prorated one day per month worked.

One (1) day of sick leave per month with full pay shall be granted to each probationary teacher at the beginning of each full month of employment not to exceed ten (10) in any one (1) year. Sick leave must be utilized in a minimum of one-half ($\frac{1}{2}$) day increments unless the teacher's absence can be covered at no additional costs to the School District.

Such sick leave may be used by teachers in case of necessary absence due to:

- (a) Personal illness (incapacity to work); doctor verification of illness may be required by the Board for any illnesses lasting five (5) consecutive working days or more, or whenever a pattern of absences raises the suspicion of abuse.
- (b) Illnesses of the teacher's spouse, child, mother or father;
- (c) For purposes of attending the funeral of a teacher's relatives (sibling, son-in-law, daughter-in-law, grandparents) and relatives living in the same household, or any other funeral with permission of the Superintendent.
- (d) The teacher shall complete a form prepared by the Board indicating the reason for the taking of his sick leave.
- (e) Upon request by the Board of Education, a teacher must submit a certificate from a medical doctor indicating the nature of the illness and a statement to the effect that such teacher is physically or mentally able to return to his classroom duties.
- (f) Worker's Compensation shall be the exclusive salary benefit for an employee's illnesses or disabilities which are work-related provided the employee qualifies for the Worker's Compensation benefits.

Section 2: Unused sick leave days shall be allowed to accumulate for each teacher (both probationary and tenure) to a maximum of one hundred fifty (150) days.

- (a) Teachers hired after the beginning of the school year shall be credited with one (1) day of paid sick leave pro rata for each month remaining in the school year, not to exceed ten (10) days.
- (b) Accumulated sick days will be noted on the salary notification at the beginning of each year

Section 3: Teachers will be allowed up to five school days funeral leave of absence for the purpose of attending the funeral of a member of the teacher's immediate family. Immediate family shall include spouse, father, mother, daughter, son, father-in-law, and mother-in-law. Permission for such leave days shall be granted by the superintendent. If the death or funeral occurs outside of the immediate geographical area, a copy of acceptable documentation must be submitted prior to such days being credited under this section of the contract. Funeral days are not accumulated.

ARTICLE XII -- LEAVES OF ABSENCE

Section 1: Any teacher whose personal illness (incapacity to work) extends beyond the period compensated for in Article XI may be granted a leave of absence of up to one year in accordance with the provisions of Article V of the Teachers' Tenure Act.

Section 2: Pursuant to the Family and Medical Leave Act of 1993, as amended, the employer shall abide by the provisions of the act and shall provide leave for the following situations:

- a. Birth, adoption, or foster care placement of an employee's child;
- b. Serious health condition of an employee's spouse, child, or parent;
- c. The employee's own serious health condition.

All leave shall be granted only in accordance with the provisions of the federal law. An employee requesting leave under the Act must do so as soon as practical.

This Family and Medical Leave section is not intended to interfere with the use of any other leave provision within this Article. Any teacher who wishes to request a Family and Medical Leave, will be granted such a leave of absence in accordance with Federal requirements.

Section 3: Any member of the certified staff who is required to serve jury duty shall receive his regular salary, less the fees paid by the Court for such service without loss of business, professional or sick leave days.

Section 4: All teachers shall be granted, with pay, two (2) days per year for personal business leave. Such leave shall be for the purpose of transacting business which cannot be transacted at a time other than during the school day.

- (a) A personal business day may be used for any purpose at the discretion of the teacher, except that personal business days shall not be used for any type of recreational pursuit, nor will it be granted for the first day of school, the last day of school, the day prior to or the day following a vacation period or holiday.
- (b) Written notification of a business leave request shall be submitted to the teachers' principal using the form prepared by the school five (5) days in advance of the intended absence.
- (c) All leaves granted for personal business shall be subject to the approval of the Superintendent of Schools prior to their being granted.
- (d) It is recognized that there may be extenuating circumstances where the Superintendent may waive the restrictions in (a), (b), and (c). The Superintendent's decision may be appealed to the Board. The Board's decision is final and not grievable.

Section 5: Upon return from a leave of absence, the teacher shall be restored to his same level on the salary schedule as when he left and be entitled to accrued benefits prior to said leave. Completion of one calendar semester or completion of 51% of the scheduled student days shall entitle a teacher to advance to the next salary step for the following school year.

Section 6: No unpaid leave of absence shall be granted unless required by law. Except as set forth above, the decision to grant an unpaid leave request shall be in the sole discretion of the Superintendent.

ARTICLE XIII -- GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the

meaning, interpretation or application of the terms and provisions of this Agreement, except that no item subject to consideration under the tenure provisions of the Michigan General School Code shall be considered as a grievance under this contract.

(a) Those items excluded shall include but not be limited to the following:

- (1) The termination of a probationary teacher.
- (2) The termination of a tenure teacher.
- (3) The assignment of extra-curricular positions.

Section 2: First Step: A teacher who believes there is a grievance shall first discuss the matter with his principal personally or accompanied by an Association representative within five (5) days after the occurrence of the event upon which the grievance is based. If the Association believes there is a grievance, it shall first discuss the matter with the principal within ten (10) days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this manner.

(a) A memorandum of all unresolved grievances shall be prepared by the principal outlining the nature and substance of the discussion with a copy submitted to the grievant and the Superintendent.

Section 3: Second Step: Those grievances which have not been settled in the First Step and are to be appealed to the Second Step shall be submitted in writing to the Superintendent within ten (10) school days after the completion of Step 1, and shall state the facts upon which the grievance is based, when they occurred and shall be signed by the teacher who is filing the grievance or an officer of the Association when the Association is filing the grievance.

The Superintendent or his/her designee shall meet with the grievant and/or Association representative or representatives within five (5) school days after receipt of the grievance to consider the grievance. The Superintendent shall give a written answer to the aggrieved teacher and/or his Association representative or representatives within twenty (20) calendar days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Superintendent.

Section 4: If the grievance has not been settled in the Second Step, the Association representative or representatives and not the individual grievant may process a grievance to arbitration under the Act or, may submit such grievance above in Section 1(a) provided such submission is made within twenty (20) calendar days after receipt of the Second Step answer.

(a) All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations then obtaining within the time specified above and such rules shall govern the arbitration hearing.

The arbitrator shall have no power or authority to alter, amend, add to, or

subtract from the terms of this Agreement nor hear any matter which is provided for under Section 7 of this Article (teacher discharge).

Both parties agree to be bound by the award of the arbitrator provided the arbitrator has acted within the scope of his authority and subject to judicial review for legally recognized reasons. The Board will only reimburse the Association one-half the cost of any arbitration process that results in a decision, or unless otherwise mutually agreed.

Section 5: Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Association.

Section 6: Any tenure teacher believing he has been unjustly discharged may appeal his discharge to the Tenure Commission pursuant to the Michigan Teacher Tenure Act.

Section 7: The presentation and discussion of grievances provided for in this Article shall take place outside of the regular school hours, except during the first two (2) steps of this procedure (Sections 2 and 3 of this Article) which will be held during school hours so long as all persons involved could so meet without interference with their assigned duties. Such procedures shall remain confidential unless subject to the Freedom of Information Act or applicable law.

Section 8: In the event grievances filed under this Article shall not be satisfactorily settled during the school year, they shall continue after the end of the school year with the weekdays Monday through Friday being as if they were school days in determining the time limits set forth above.

ARTICLE XIV -- JUST CAUSE

Section 1: A teacher shall not be reprimanded, disciplined, or discharged without just cause. However, the discharge or non-renewal of a probationary teacher may be made without just cause provided the teacher's performance is determined unsatisfactory by the Board and applicable legal requirements have been followed.

Further, any matter subject to the Tenure Act shall not be subject to the grievance procedure. Probationary teachers shall be excluded from this Article to the extent that any grievance filed under this Article shall not be subject to arbitration. Adverse evaluations shall not be considered reprimand or discipline, but reprimands or discipline resulting from adverse evaluations shall be grievable subject to the above restrictions.

Extracurricular positions, retention in, or the filling thereof, shall be excluded from Just Cause and the grievance procedure.

ARTICLE XV -- SALARY PAYMENT REGULATIONS

Section 1: Pay days shall be on alternate Fridays. Each teacher shall have a choice of receiving pay in twenty (20) or twenty-six (26) equal installments. So as to prevent the payment for services before they are performed and depending on the school calendar, the pays may have to be divided into twenty-one (21) or twenty-seven (27) equal payments.

Section 2: During the summer months, checks shall be mailed to the last address on record with the Superintendent's office to be received on or before the Friday pay day.

Section 3: A teacher terminating employment in the New Buffalo Area Schools shall be paid in a lump sum all monies earned and due him on the next regular pay day following the last day of his employment. Any teacher may receive a lump sum payment on the next scheduled payday following the end of the teacher school year by requesting said payment by May 1.

Section 4: The salary payment schedule of each teacher shall remain in effect from year to year unless he/she notifies the business office no later than July 1 of a desire to change the payment schedule for the following school year.

ARTICLE XVI -- STRIKES AND LOCKOUTS

Section 1: The Board and the Association subscribe to the principle that differences should be resolved by appropriate and peaceful means, in keeping with the high standards of the professions, without interruption of the school program.

Section 2: Accordingly, the Association and/or teachers agree that, during the term of this Agreement, it or they shall not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

Section 3: In the event of a strike by bargaining unit members, the number of lost school days shall be added to the school year so as to meet the minimum number of school days required by the state.

Section 4: Also, the Board agrees that, during the terms of this Agreement, it shall not direct, instigate, participate in or support any lockout against the Association by the Board.

ARTICLE XVII -- TERMINATION PAY

Any teacher resigning or retiring from the district after five (5) years of continuous employment at New Buffalo Area Schools may sell back to the school district all unused, accumulated sick days. If the individual is retiring from Michigan public school teaching then he shall be compensated at the rate of 50% of the top substitute pay for each accumulated day. If the individual is resigning from the New Buffalo Schools then he shall be compensated at the rate of \$10.00 for each accumulated day.

ARTICLE XVIII -- GENERAL

Section 1: It shall be the responsibility of the teacher to call his principal or designee to report unavailability for work, due to ill health, injury or other emergency as described in Article XI at least (1) hour before his scheduled reporting time. A teacher shall call during regular school hours the day before if he knows that he is going to be out the following day.

Section 2: Teachers shall assist in enforcing all student conduct policies and all Board of Education policies relating to student conduct. Teachers shall assist with the maintenance of control of students. However, all teachers shall observe rules respecting punishment of students as established by the Board or required by state law. The administration will provide teachers with reasonable assistance and support to enforce school policies. Individual teachers shall not be held accountable or responsible for the actions of other school employees.

Section 3: Teachers shall not be required to administer prescription drugs to students when at a school site, except in cases of emergency.

Section 4: Teachers shall not be required to perform the services of catheterization, suctioning and/or changing diapers, or any other services for which health care licensure is required.

Section 5: A teacher assigned a known special education student or a student with known special needs will be provided information regarding the needs of the student involved.

Section 6: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 7: This Agreement shall supersede any rules, regulations or practices of the Board or the Association or teachers which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XIX -- SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE XX -- INSURANCE

Section 1: The Board shall provide the following MESSA-PAK for each bargaining unit member and his/her eligible dependents as defined by MESSA. Members working less than a full time equivalent (FTE) schedule shall receive monthly premium benefits on a pro-rata basis. FTE shall be defined as bargaining unit members working a six (6) period day or pro-rata thereof.

Full-time bargaining unit members shall select either Plan A or Plan B. Part-time bargaining unit members shall select from Plan C, Plan D or Plan E. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

In the event a full-time (6 FTE) teacher employed as of the date of ratification of this agreement is subsequently rescheduled so as to become a Part-time teacher, such teacher shall have the option to elect Plan "A" and shall pay a portion of the monthly premium based upon his/her FTE status. In the event a part-time teacher desires to elect Plan "A," he/she shall be allowed to so elect upon the condition he/she pays the difference in monthly premium between Plan "A" and Plan "C."

Plan A - For full-time employees electing health insurance

Supercare I
Delta Dental E-007 (80/80/80 \$1,300.00)
Vision VSP-3
Life \$40,000/AD&D
LTD

66-2/3%
90 Day Modified Fill
No 2 year limits
\$3,000 monthly max.
Freeze on offsets
(Alcoholism/drug addiction and mental nervous - same as any other illness)
Cola

Plan B - For full-time employees not electing health insurance

Delta Dental Auto+008 (100: 90/90/90 \$1,500.00)
Vision VSP-3
Life \$50,000/AD&D
LTD - Same as Plan A
Options: \$50.00 per month to be applied toward MESSA options or an annuity through MEA Financial Services

Plan C - For Part-time employees electing health insurance

Supercare I (member only) (includes \$5,000.00 AD&D Basic Term Life)
LTD:
66-2/3%
90 Calendar Day Modified Fill
No 2 year limits
\$4,500 monthly max.
Pre-Existing Condition Waiver - yes
Freeze on offsets - Yes
Alcoholism/Drug Waiver- Same as any other illness
Mental/Nervous Waiver- Same as any other illness
Cost of Living benefit
Two Year Own Occupation

Life \$40,000/AD&D
Vision VSP-3 (member only)

Delta Dental 80/80 (member only) (\$1,000.00 Class I and II maximum)

Plan D - For part-time employees not electing health insurance

Life \$50,000/AD&D

LTD: 66 2/3 same as Plan C

Vision VSP-3 (member only)

Delta Dental 100:90/90 (member only) (\$1,000.00 Class I and II maximum)

Plan E - For employees not electing health insurance and have dental and vision through their spouse

Same as Plan D; dental and vision benefits waived.

Waiver form must be completed and signed by employee.

Section 2: The Board will contribute \$25,000 per month for each month from July 1, 1997, through June 1998 to fund this program. For the benefit coverage as of July 1, 1998, the Board's monthly contribution amount will be \$25,750 per month. These amounts are based on fifty (50) FTE teachers being eligible for the program. Eligible teachers above or below that number will require the adjustment of the total amount of the Board's contribution on a pro-rata basis.

(For example: If there are 52 eligible teachers the Board's monthly contribution amount will be divided by 50 and two times that amount will be added to the monthly contribution amount.)

Section 3: If the amount of monthly contribution by the Board, based on 50 eligible teachers, is not sufficient to cover the premiums for this program, then the members agree to have payroll deduction to cover any costs beyond the Board's contribution. Each member will have an amount deducted as described in Section 4 of this Article.

Section 4: In the event the cost of the insurance benefits provided for herein exceed the Board's monthly premium contribution cap and it becomes necessary for the bargaining unit to contribute towards such monthly premiums, the monthly amount of necessary teacher contribution will be calculated by subtracting the monthly Board contribution amount from the monthly MESSA-PAK premium. If subscriber contribution is necessary to fully fund the program the following will apply:

Each Plan B subscriber will count as a factor of 0.

Each Plan A single subscriber will count as a factor of 0.

Each Plan C subscriber will count as a factor of 0.

Each Plan D subscriber will count as a factor of 0.

Each Plan E subscriber will count as a factor of 0.

Each Plan A employee and spouse/child subscriber will count as a factor of 1.

Each Plan A full family subscriber will count as a factor of 1.5.

The number of subscribers in each category will be multiplied by the factor indicated and the totals added together. This will result in some number "X." This number "X" will be divided into the monthly employee contribution amount, if any, to arrive at a dollar amount which will be the base contribution amount.

The amount of payroll contribution for each individual will be calculated

by multiplying the base contribution amount by 0 or 1 or 1.5, whichever factor is applicable.

(For example: If the base contribution amount were calculated to be \$20 then each employee and spouse/child subscriber would contribute \$20 per month through payroll deduction and each full family subscriber would contribute \$30 per month through payroll deduction.)

Section 5: Coverage will be subject to the rules and regulations of the carrier.

Section 6: Coverage will be paid on twelve (12) month basis for all teachers who work for the contract year September-June.

Section 7: In 1997-1998 the Board and Association will form a committee to study cost savings in insurance with a report to be presented prior to June 1, 1998. No changes shall occur in any insurance benefit without mutual agreement of the Board and Association.

ARTICLE XXI -- DURATION

Section 1: This Agreement shall become effective as of the ___th day of August, 1997, and the terms and provisions thereof shall remain in full force and effect through the 30th day of June, 1999. Salary provisions shall be retroactive to July 1, 1997.

Section 2: Sixty days prior to the expiration of this Agreement, or other mutually agreed upon date, or at such other time as may be established by law, either party may initiate negotiations over a successor agreement. Such negotiations will include the subjects covered by this Agreement, unless so relieved by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in New Buffalo, Michigan on the ___th day of _____, 1997.

NEW BUFFALO TEACHERS' ASSOCIATION

BOARD OF EDUCATION

President

Vice President

Secretary

Treasurer

Trustee

Trustee

Trustee

APPENDIX "A"
SALARY SCHEDULE
1997-1998

STEP	BACHELOR DEGREE SALARY	BA+30 SALARY	MASTER DEGREE SALARY	MA+30 SALARY
0	25,708	27,259	28,836	30,147
1	26,479	28,038	29,622	30,933
2	27,765	29,336	30,933	32,244
3	29,564	31,153	32,768	34,079
4	31,107	32,711	34,341	35,652
5	32,649	34,269	35,914	37,225
6	34,192	35,826	37,487	38,797
7	35,734	37,384	39,060	40,370
8	37,276	38,942	40,632	41,943
9	38,562	40,240	41,943	43,254
10	39,847	41,538	43,254	44,565
12	41,133	42,836	44,565	45,875
15	42,418	44,134	45,875	47,186
17	43,703	45,432	47,186	48,497

1998-1999

Beginning with the 1998-1999 school year, the percentage increase generated by the formula will be applied to all steps and pay lanes. The salary schedule shall be increased based upon the per pupil percentage increase (Michigan State Foundation Grant) multiplied by the February 1998 FTE student count. The percentage salary increase shall be that percentage, which is equal to the 1997-1998 school budget, dedicated to teacher salaries. (Form B - Total Instructional Salaries) The percentage increase or decrease in retirement, FICA, and worker's compensation costs incurred by the New Buffalo Area Schools attributable to the bargaining unit shall be subtracted from or added to the increase foundation grant. All step increases shall be granted and the top step shall be reduced from 17 to 16. If the percentage of salary costs is lower than 40%, the parties shall re-open the contract on economic issues only.

APPENDIX "B"
EXTRACURRICULAR SALARY SCHEDULE

The percentages shown will be applied to the BA Step 0 amount on Appendix A for the first two years of service in that activity. For the third and fourth year of service in that activity, the percentages shown will be applied to the BA Step 1 amount. For the fifth, sixth, and seventh years of service in that activity, the percentage shown will be applied to the BA Step 2 amount. After eight or more years of experience the percentage will be applied to the BA Step 3 amounts. Experience must be in that activity in the New Buffalo Area Schools. Assistant coaching in the same activity will count as experience.

	Percent
Baseball Head Coach	10%
Baseball Asst. Coach	9%
Basketball Head Coach	13%
Basketball Asst. Coach	10%
Basketball Freshman Coach	10%
Basketball Middle School Coach	8%
Cheer. Coach H.S. (per season)	5%
Cheer. Coach M.S. (per season)	3%
Cheer. Coach (Freshman)	3%
Cross Country Coach	10%
Elem. Sports Coordinator	3%
Football Head Coach	13%
Football Asst. Coach	10%
Football Middle School Coach	8%
Golf Coach	10%
Softball Head Coach	10%
Softball Asst. Coach	9%
Track Head Coach	10%
Track Asst. Coach	9%
Track Middle School Coach	7%
Volleyball Head Coach	13%
Volleyball Asst. Coach	10%
Volleyball Middle School Coach	8%
Academic Coaches	2%
Annual Sponsor	10%
Audio-Visual Director	4%
Band Middle & High School	12%
* Band Director-Band Camp	4%
* Asst. Band Dir.-Band Camp	2%
Choir Director E. & H.S.	3%
Class Sponsor:	
Senior Advisor	2%
Junior Advisor	3%
Junior Assistant	2%
Sophomore Advisor	2%
Sophomore Assistant	1%
Freshman Advisor	2%
Club Sponsors	2%
Flag Corps	2%
Musical Production	5%
Play Production	4%
Student Senate High School	5%
Student Senate Middle School	3%
*NOT DURING SCHEDULED SCHOOL DAYS	

Music - Summer Program - Teaching on regular salary
 Driver Education -- \$11.00 per hour in car; teaching in classroom per
 Article VII Section 2.

1. All positions listed are listed for purposes of a compensation scale for extracurricular duties, when such position is filled by a bargaining unit member. The fact that a position and salary is listed does not determine that a position in fact does exist. The Board of Education and administration determines each year what programs can be offered and who shall fill these positions in a

given year.

2. Coaches' pay will be granted after completion of 1/3 of the season and 2/3 of the season. The final 1/3 will be paid after all responsibilities are completed. The season will be defined as beginning on the first date that the MHSAA allows practice in that event, and the end of the season to be the date of the last scheduled regular season event.
3. New positions: If any new extracurricular positions are added during the duration of this Agreement, the parties agree to negotiate the compensation for such in the event a bargaining unit member is granted the position.
4. See attached Memorandum of Understanding for Appendix "B" for the 1998-1999 school year.

APPENDIX "C"
NEW BUFFALO AREA SCHOOLS CALENDAR FOR 1997-1998

August	25	Teacher Work Day
	26	Half day students/half day teacher preparation
September	1	Labor Day Holiday - no school
October	21	M & M In-Service Day - no school
	24	End of First Marking Period
	30	½ day for students/conferences in PM
	31	½ day for students and teachers
November	27/28	Thanksgiving Holiday Break
December	22	Winter Break begins
January	5	School resumes
	15/16	½ day for students/student exams
	16	End of First Semester
February	12	½ day for students/conferences in PM
	13	½ day for students and teachers
	16	Great Americans' Day - no school
March	20	End of Third Marking Period
	30	Spring Break begins
April	6	School resumes
	10	Good Friday - ½ day
May	25	Memorial Day Holiday - no school
June	3	½ day for students - exams/records
	4	½ day for students - exams/records
		Last day for students
	5	Teacher Record Day - last day for teachers
		Graduation ceremonies - Class of 1998

NOTE: ON DAYS OF PATENT-TEACHER CONFERENCES, CONFERENCES WILL BE HELD FROM 1:00 P.M. TO 4:00 P.M. AND FROM 6:00 P.M. TO 8:00 P.M.

1. These dates are subject to change in order to meet the required state minimum for student instruction.
2. Weekdays in June will be used as make-up days.
3. The teacher record day will follow the last required student instructional day.

APPENDIX "D"
NEW BUFFALO AREA SCHOOL DISTRICT

PROBATIONARY TEACHER
INDIVIDUALIZED DEVELOPMENT PLAN

TEACHER
BUILDING
SCHOOL
YEAR
PRINCIPAL

DATE RECEIVED
POSITION
PROBATIONARY YEAR

I. PROGRAM DEVELOPMENT

A. Physical Environment

1. Maintains a safe environment
2. Establishes a stimulating classroom environment, eg: charts, displays, bulletin boards
3. Arranges classroom in a way which is conducive to learning

B. Classroom Management

1. Maintains appropriate effective discipline
2. Establishes appropriate and effective discipline
3. Applies standards equitable and consistently
4. Uses positive reinforcement to encourage appropriate behavior
5. Maintains proper supervision
6. Develops and maintains systematic classroom procedures
7. Begins instruction on time and keeps students on task
8. Monitors individual progress and offers assistance

C. Planning

1. Presents lessons reflecting adequate and preparation
2. Organizes material for effective use
3. Makes effective transition from one activity to another
4. Prepares lessons that correspond to the district curriculum objectives
5. Provides up-to-date plans, information and directions to substitute teachers

D. Implementation

1. Conducts instructional activities resulting in interaction and involvement of all students
2. Utilizes a variety of instrumental materials and methods to facilitate learning and provide for individual differences
3. Gives clear directions and explanations
4. Communicates objectives to students
5. Relates objectives to prior knowledge and experience

E. Evaluation

1. Monitors learning and uses results to modify instruction
2. Prepares appropriate evaluation activities
3. Provides students with timely specific evaluation feedback. Uses evaluation information from various sources, eg: daily work, unit tests, and standardized tests, to inform parents and supervisors of progress and achievement

II. PROFESSIONAL QUALITIES AND RESPONSIBILITIES

A. Content Mastery

1. Present content in a manner that demonstrates knowledge of subject matter
2. Present information that is accurate, up-to-date and which follows the district curriculum

B. Interaction and Communication with Students

1. Promotes feelings of adequacy and success
2. Listens to students and responds appropriately
3. Encourages students to achieve to their highest potential
4. Strives to develop student self-discipline, self-directed learning and individual responsibility
5. Respects opinions and suggestions of students

C. Interaction and Communication with Parents

1. Initiates parental contacts, eg: conferences, phone calls, newsletters
2. Is prompt and dependable about meeting with parents as scheduled
3. Deals effectively with parent comments and concerns
4. Interprets school system policies and objectives accurately

D. Dependability in Responsibility

1. Is prompt on meeting deadlines in routine matters
2. Is punctual in reporting for work
3. Arrives at assigned station as scheduled
4. Adheres to district and building policies and procedures
5. Displays skill in written and oral communication
6. Attends and supports school functions
7. Willing to serve on committees
8. Provides appropriate input into curriculum
9. Makes use of opportunities for professional growth
10. Uses discretion and observes confidentiality when discussing school business

III. SCHOOL RELATIONS

A. Maintains an Effective Working Relationship with Staff and Administration

1. Works harmoniously with other teachers
2. Cooperates in planning instruction, developing materials, and sharing of ideas
3. Participates in decision making
4. Communicates with administration in an effective and timely manner
5. Is tactful

B. Conducts Self As Appropriate Role Model

1. Maintains professional appearance appropriate to assignment
2. Is enthusiastic and positive in performance of duties
3. Uses correct grammar
4. Demonstrates adaptability and self-control
5. Speaks with clear well-modulated voice
6. Accepts constructive criticism and suggestions

All probationary teachers shall be informed these are the areas of evaluation. If any deficiencies are noted, an individualized plan of improvement will be developed.


MEMORANDUM OF UNDERSTANDING
July 10, 1997

BETWEEN

TNE NEW BUFFALO 5 C EDUCATION ASSOCIATION (MEA-NEA)
And
NEW BUFFALO AREA SCHOOLS


The New Buffalo Schools and the New Buffalo Education Association agree to grant non-teaching experience germane to the position, one step for each two years of service up to five (5) steps for the position of Building and Trades instructor.

For the Board



Michael R. Lindley,
Its Superintendent

For the Association



Dale Matteson,
Its President

MEMORANDUM OF UNDERSTANDING

August 21, 1997


BETWEEN

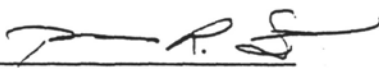
THE NEW BUFFALO 5 C EDUCATION ASSOCIATION (MEA-NEA)
and
NEW BUFFALO AREA SCHOOLS

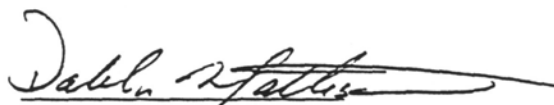
As a method of implementing the provisions of Article VIII, Section 1. (f) of the Collective Bargaining Agreement, the Board and Association hereby, agree that the Elementary Principal shall meet with the certified Elementary Staff to find creative ways to provide an average of 200 minutes per week of preparation time for each Elementary Teacher. The creative solution/s will be finalized and reported to the Superintendent by October 1, 1997.

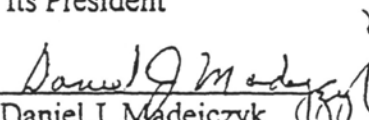
For the Board

For the Association


Michael R. Lindley,
Its Superintendent


Thomas R. Fette,
Its Chief Negotiator


Dale Matteson,
Its President


Daniel J. Madejczyk
Its Chief Negotiator

MEMORANDUM OF UNDERSTANDING

August 21, 1997

BETWEEN

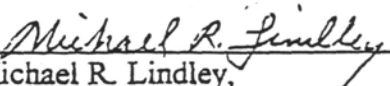
THE NEW BUFFALO 5 C EDUCATION ASSOCIATION (MEA-NEA)
and
NEW BUFFALO AREA SCHOOLS


The New Buffalo Area Schools and the New Buffalo 5C Education Association (MEA/NEA) agree to jointly study alterations to Schedule B of their collective bargaining agreement. The study shall be conducted under the following procedures:


1. Once all extracurricular positions are filled for the 1997-1998 school year, the total cost associated with funding those Schedule B positions will be calculated. Using the same appointments as existed for the 1997-1998 school year, the total cost of funding Schedule B for the 1998-1999 school year will be determined by including in the calculations individual movement from one step to another, where applicable, and including improvements or adjustments to Schedule A.
2. A joint committee consisting of three representatives of the Board and three representatives of the Union shall review all Schedule B positions, establish job descriptions for all such positions and review and recommend to the Board and the Union such adjustments or alterations to Schedule B as the committee deems appropriate; provided, however that such adjustments or alterations do not exceed what would otherwise be the total cost of Schedule B for the 1998-1999 school year as is determined in paragraph 1 above.
3. If the Board and the Union both agree to the recommendations of the joint committee, the recommendations shall be adopted for the 1998-99 school year.

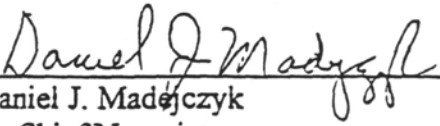
For the Board

For the Association


Michael R. Lindley,
Its Superintendent


Dale Matteson,
Its President


Thomas R. Fette,
Its Chief Negotiator


Daniel J. Madrzyk
Its Chief Negotiator

MEMORANDUM OF UNDERSTANDING

Salary Computation for 1996-1997 (Example)

Had this language been in place this year (1995-1996), we would have had the following scenario:

<u>Per Pupil Increase</u>	X	<u>February Count (Feb. 1995)</u>	
\$153	X	663.3	= \$101,485

Percentage of Teacher Salary Costs

<u>Professional Instructional Salaries (Form B)</u>	÷	<u>Total General Fund Expenditure (Form B)</u>	
\$1,971,653	÷	\$4,668,062	X <u>42.24%</u>
			\$42,867

<u>SUBTRACT</u>	<u>1994-1995</u>	<u>1995-1996</u>	
<u>Percentage Retirement</u>	<u>14.21%</u>	<u>14.56%</u>	
(14.21% X \$1,971,653)	\$280,172		
(14.56% X \$1,971,653)		\$287,073	
		Difference of	\$6,901
Percentage FICA	7.65%	7.65%	(0)
Percentage Workers Compensation	60%	60%	(0)
			\$35,966

\$35,966 ÷ \$1,971,653 = 1.82% increase to be applied to the base.

Dale Matteson 2/7/96
 Dale Matteson, President, New Buffalo 5/C Education Association

Michael R. Lindley 2/7/96
 Michael R. Lindley, Superintendent, New Buffalo Area Schools

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