

8/31/2000

4283

Proposal

Master Agreement

BALDWIN COMMUNITY SCHOOLS
AND THE
BALDWIN EDUCATION ASSOCIATION

1997-1998
1998-1999
1999-2000

Baldwin Community Schools

PREAMBLE

This Agreement is entered into this _____ day of _____, 19____, by and between the Baldwin Community Schools Board of Education, 525 West Fourth Street, Baldwin, Michigan 49304-9525, hereinafter called the "**Board, Employer or District**", and the Baldwin Education Association, MEA, hereinafter called the "**Association**". The signatories shall be the sole parties to the Agreement.

WHEREAS, the Board and the Association have statutory obligation, pursuant to Act 379 as amended of the Michigan Public School Act of 1965, to bargain with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

WHEREAS, in consideration of the following mutual covenants, the parties hereby agree as follows;

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining agent for those employees included in the unit as set forth in the paragraph below. The term "teacher" when used herein shall refer to all employees in the bargaining unit represented by the Association. The term "Board" when used herein shall refer to the Board of Education of the Baldwin Community Schools District, its administrative agents and supervisory personnel within the meaning of Public Act 379.
- B. The following teacher personnel who hold valid contracts with the Baldwin Community Schools District comprise the bargaining unit: K-12 classroom teachers, vocational education teachers, guidance counselors, developmental reading and math teachers, special education teachers, librarians, regular part-time classroom teachers, but excluding per diem, adult education teachers, supervisory, and administrative personnel as well as any other certified or non-certified personnel employed by the District in a non-teaching position.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- D. The Board agrees that neither they nor their agents shall attempt to initiate any exceptions to this Agreement, except through the Association's duly authorized negotiating team. All communications regarding such an exception will be sent to the Association's Executive Board.
- E. Individual teacher contracts are expressly subordinated to the terms of the Master Agreement to the extent of any conflict or inconsistency between the two (2) documents.
- F. In any provision of the Master Agreement or any application of the Master Agreement to any teacher or group of teachers shall be found contrary to law, then such provisions or applications shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. Subsequent Master Agreement:

1. Negotiations leading to a new Master Agreement shall commence not less than one hundred fifty calendar days prior to the expiration of this Master Agreement.
2. Neither party shall have any control over the selection of negotiation representatives of the other party and each party may select its representatives from within or without the school district.
3. It is recognized that no final agreement between the parties may be executed without ratification of a majority of the Board and by a majority of the Association, but the parties mutually pledge that representatives selected by the each shall be clothed with all necessary power and authority to make proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
4. The final Master Agreement agreed to by the negotiations parties shall be distributed to all teachers at no cost to the teacher or Association. A copy shall be provided each teacher hired during the life of the contract.
5. Copies of the ratified and signed Master Agreement shall be distributed to all teachers within sixty (60) calendar days of the signing.

ARTICLE 2

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right to freely join, not join, maintain or terminate his/her membership in the Association for the purpose of engaging in collective bargaining or negotiations. The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of rights conferred by Act 379, or other Laws of Michigan or the Constitution of Michigan and/or the United States; that it will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment.
- B. Association activities will in no way interfere with classroom or preparation time. Association meetings or announcements will be permitted only before or after the end of the teacher's working day. The Association shall have free access to the in-school mailboxes as a means of communication.
- C. 1. The Association shall have the right to use building facilities for meetings after regular working hours when a regular operation staff is on duty. Such use must be scheduled

through the building administrator. When special custodial service is required, the Board will charge the Association for actual cost involved. The BEA Agrees that the use of this service is at their own risk and is not subject to the grievance procedure.

2. Duly authorized officials of the Association shall be permitted to transact official on school premises, provided such permission is received from the building principal. Such permission will be granted if it does not interfere with or interrupt normal school operations as determined by the building principal.
 3. The Association may post its official notices on one (1) bulletin board in each teachers' lounge. No libelous material shall be posted on the bulletin boards.
 4. The Association may use Board typewriters, calculators, duplicating machines, audio-visual equipment and amplifying equipment; provided, however, all such equipment is not in use for educational or community purposes as determined by the building principal. The Association agrees to pay the cost of any materials or supplies used and to indemnify the Board from any damage or cost of repair arising out of the Association's use.
 5. All of the foregoing are granted solely to the Association and shall not be utilized by any other teacher organization as contemplated by Act 379.
- D. The Board agrees to provide the Association within five (5) days, in response to written requests to the Superintendent, with such public information as is available concerning the financial resources of the District and information related to the bargaining unit as may be necessary to assist the Association to bargain collectively with the Board with respect to wages, hours and other terms and conditions of employment. The Association agrees that it may be required to provide assistance in compilation of some of the data. Original records shall be examined only at the office where they are kept. The Association will pay the actual cost of producing the data.
- E. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in, or association with the activities of any employee organization. The Baldwin Community Schools District is an Equal Opportunity Employer.
- F. Upon appointment with the Superintendent of Schools, a teacher will be given access to his/her own personnel file to review any document (except confidential letters of recommendation) prepared by the teacher, college transcripts, progress evaluation forms prepared by the principal of supervisor and other miscellaneous documents. An Association representative may be present at the teacher's option. Such records will be made available in the Superintendent's Office and shall not be removed from said office.

G. Academic Freedom:

1. Within the guidelines of the approved curriculum, it is agreed that an atmosphere of academic freedom be maintained.
2. Teachers will be allowed reasonable latitude in the presentation of ideas to students, considering student maturity and the exercise of professional discretion by the teacher. All matters, materials, and methods of presentation must conform to Board of Education policy and the terms of this Agreement.

H. Personal Lives;

The private and personal lives of faculty members are generally not within the appropriate concern of the Board of Education or administration. However, where it is proven that the teacher's private or personal life impacts upon the teacher's performance of his/her classroom duties or otherwise adversely affects the reputation and operation of the schools, such matters become a legitimate are of Board concern.

- I. The Board and Association recognize that the responsibility of evaluating students lies with the teachers. In the event a student is retained/promoted at the request of his/her parent or guardian contrary to the teacher's recommendation, such action will be permanently noted in the teacher's personnel file.

ARTICLE 3

ASSOCIATION AND TEACHER RESPONSIBILITIES

- A. Teachers shall be in the classroom for the days contracted. Unexcused absences are seriously regarded and any unexcused absence will minimally result in an entry to that effect in the teacher's personnel file and a loss of pay for that day, with notice thereof to the teacher involved. The teacher shall have the right to enter in writing, any answers or objections to such notice. Any such answers will be attached to the notice and placed in the teacher's personnel file.
- B. Immediately upon determining that he/she will not return for the following school year, the teacher will file notice of such intent with the Superintendent of Schools. Resignations must be presented to the Board of Education not later than July 1 when a teacher does not intend to return for the following school year.
- C. As may be prescribed by law and/or Board policy, all teachers shall be tested for the purpose of determining that they are free of communicable tuberculosis. This testing shall be without cost to the teacher, provided that any such costs which are covered by the health insurance coverage provided by Article 16-A of this Agreement shall be submitted to the health insurance carrier for payment.

ARTICLE 4

PROFESSIONAL STANDARDS

- A. No new teacher shall be employed by the Board who does not have at least a Bachelor's Degree from an accredited college or university, and/or a Temporary, Provisional, Permanent, Continuing, Vocational, or other license or certificate as required by the Michigan Teacher Certification laws.

- B. Teachers are required to obtain three (3) additional semester hours of credit by September 1, 1984. Subsequent to obtaining the aforesaid course, teachers shall obtain three (3) additional credits every four (4) school years. Teachers who have earned twenty-four (24) semester hours of credit above a Bachelor's Degree are exempt from the above requirement. All courses are to be approved by the Superintendent and or the planning committee of the accredited institution attended by the teacher.

ARTICLE 5

TEACHING CONDITIONS

A. General Conditions:

- 1. Telephone facilities shall be available in the school offices for teachers for their reasonable school business use. Personal long distance calls shall be made only in emergencies and shall be charged to the teacher's home telephone number; or, if the teacher does not have a phone, the call shall be recorded on a form available in the office. Personal calls charged to the school must be paid for within ten (10) days of notification of charges.

- 2. The Board will provide ventilated lounges and restrooms for the use of adult staff in each building. Lounges shall be designate for employees use only. Students shall not be permitted in such lounges.

- 3. The Board will provide a designated off-street parking area exclusively for teachers and other school employees.

- 4. At the request of the Association to the Superintendent, a soft drink machine may be installed in any teachers lounge provided there is no cost to the school district.

5. The Board shall provide attendance books, plan books, paper, pens, pencils, chalk, erasers, and other consumable materials required for the performance of the teacher's daily routine provided the teacher submits a requisition by May 1 of the preceeding school year. Teachers are responsible for their own reasonable use of the consumable materials.
6. Texts, library facilities, reference materials, maps, globes, laboratory equipment, audio visual equipment, A-V materials and supplies, art supplies, athletic equipment, current periodicals, and other tools of the teaching profession will be made available to the extent possible withing budget restrictions. The District will consult with teachers involved in the selection of curriculum materials.
7. Instructional materials reflecting the multi-ethnic nature of our society shall be utilized wherever possible.
8. The teachers of home economics, industrial arts, band, and the libraries shall be provided with the written status of their department budget each month.

B. Teaching Assignments:

1. Teachers shall be assigned within the scope of their teaching certificates.
2. Teachers shall be notified, in writing, of their tentative assignment for the forthcoming school year by June 1. A copy of the tentative Master Schedule shall be mailed to the teachers of Grades 6 through 12 by July 15. Changes in assignment will be made only in the event of necessity prior to the opening of school, and the affected teacher notified, in writing, immediately.
3. Teachers with multiple building assignments shall have one (1) primary supervisor. Lesson plans of said teachers must be turned in to the primary supervisor.
4. All teachers are to have weekly lesson plans turned in to their primary supervisor every Friday during the school year. Said lesson plans are to be for the following week of school.

ARTICLE 6

CLASS SIZE

A. Parties agree that class size or daily pupil-teacher contact will not exceed the following:

1. Class Size - Elementary

a.	Pre-School	18
b.	Developmental Kindergarten & Transitional First	24
c.	Grades K-3	26
d.	Grades 4-5	28
e.	Split Grades	24
f.	Band	60
g.	Vocal Music	2 class sections
h.	Physical Education (K-3)	1 class section
	Physical Education (4-5)	2 class sections
I.	Art	1 class section

2. Class Size - High School and Middle School:

English, math, social studies, foreign language, science, and any other classes not listed below:

168 students maximum per day and no more than 30 students per hour.

a.	Typing	26
b.	Vocal Music	50
c.	Band	80
d.	Physical Education	40
e.	Drafting	22
f.	Industrial Arts	24
g.	Art	25
h.	Home Economics	25
I.	Pre-Voc Auto-Welding	24
j.	Voc. Ed. Auto-Welding (2 hour block)	22
k.	Special Education	State guidelines
l.	Computer Science	No more than two (2) students per computer

3. There shall be at least one counselor for each 500 students in the District or major fraction thereof.
4. Students will be distributed equally among the various classes to which a teacher is assigned to the extent possible.
5. Mainstreamed special education students shall be counted as 1.5 regular students toward class size maximum.

B. Overloads:

1. In the event that it is not possible to limit class size or maximum daily pupil-teacher contact to the agreed maximums, teachers will be paid \$16.00 per week, per pupil, in elementary classes above the maximums; and \$4.00 per week, per pupil, in middle school and high school classes above the maximums.
2. Overloads of more than two (2) pupils will not be permitted in elementary classes.
3. Overloads of more than two (2) pupils per hour maximums or eight (8) pupils daily pupil-teacher contact maximums will not be permitted in the middle school and high school classes.

- C. In the case of team teaching, class size maximums will be proportionately increased with no penalty payment due unless size exceeds the proportionate figures.

ARTICLE 7

TEACHING HOURS

- A. The teacher's normal working hours in the Baldwin Community Schools shall be as follows:
1. Teachers shall be required to devote sufficient time in school to fulfill their professional teaching assignments and other related responsibilities. It is agreed that due to differences in operating times in various buildings, the Building Principal shall establish the time of the teacher's work day, not to exceed 7 ½ hours per day.
 2. Any teacher who is required to return to school after normal working hours to participate in, supervise, or sponsor a school-related activity, may leave school at the same time as the students on the day of the activity.

- B. Each teacher's schedule shall include at least one (1) period for conference and preparation. It is understood that each teacher's conference, preparation period shall be commensurate with the length of one (1) instructional period in the secondary schools and at least forty (40) consecutive minutes in the elementary schools.
- C. Secondary teaching assignments shall not exceed seven (7) periods daily for the short schedule or six (6) periods for the lengthened period schedule. Supervision assignments such as lunch room duty or study hall may be included in a teacher's schedule in lieu of a teaching period. When the library is scheduled to be open for student use, the librarian will not be assigned a study hall in the library.
- D. Teachers shall have a duty free, uninterrupted lunch period of thirty (30) minutes. In addition, teachers shall have a total of five (5) minutes passing time which can be used before and/or after the lunch period.
- E. Teachers shall be required to attend one (1) scheduled building meeting per month and may be required to attend one (1) additional meeting per month at the discretion of the building principal. Teachers shall be provided with an agenda forty-eight (48) hours prior to each meeting, except in cases of emergency. Teacher's meetings shall not exceed one (1) hour, except by mutual agreement of the respective building administrator(s) and building representative(s) of the Association.
- F. Teachers will attend one (1) Open House per year. Teachers will be required to attend two (2) Parent-Teacher Conferences per year. The Board will determine the dates. Evening Parent-Teacher Conferences will be held from 6:30 p.m. to 8:30 p.m. None of these activities will be held on consecutive weeks.
- G. There shall be one (1) daily elementary recess period of fifteen (15) minutes duration. Teachers who are assigned to supervise a recess period shall be compensated at the rate of \$4.85 per recess period, effective July 1, 1987.
- H. Supervision of the breakfast program may be included in a teacher's schedule in lieu of commensurate teaching time or the teacher will be compensated at the rate of \$4.85 per daily breakfast supervision, effective July 1, 1987.
- I. It is understood by the Board and the Association that, at this time, the District believes it is offering student instruction hours in sufficient numbers so as to satisfy the current state requirements for full funding during the entire life of this agreement. It is also understood by the parties that should the State increase the number of required student instruction hours during the life of the agreement, those increased hours will be implemented within the agreed upon calendars.

ARTICLE 8

PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom in accordance with established Board policies and building procedures. Each teacher, however, bears the primary responsibility for maintaining proper control and discipline. In exercising his/her responsibility, the teacher shall assure that all disciplinary actions and methods invoked are reasonable and just and in accordance with the policies and procedures referenced above.
- B. As soon as possible following the ratification of this Agreement, the Association shall be furnished with ten (10) written copies of all Board policies and procedures which affect a teacher or the teaching staff generally. Updated materials shall be supplied to the Association when policies change or when new policies are added.
- C. Temporary suspensions of students from school may be imposed only by a Principal or his/her assistant or teacher designated by him/her in writing. If an administrator has not been appointed, the Principal shall designate, in writing, one (1) teacher in each building who shall have the authority to temporarily suspend students immediately in the absence of the Principal or his/her assistant. The Principal or his/her assistant and the teacher shall cooperatively endeavor to achieve correction of student behavior through whatever avenues are reasonably available. **The District agrees that it will maintain errors and omission and general liability insurance which will include coverage for any teacher acting as the principal's designee in such a role.**
- D. A teacher may exclude a pupil from the classroom temporarily when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student intolerable. In such cases, the teacher will furnish the Principal or his/her assistant, as promptly as his/her teaching obligations will allow, with full particulars of the incident. In no event will a student so removed from class be returned to that class during the period on the day in which the student is removed.
- E. Upon the student's second temporary exclusion from that class in one semester, the student shall be returned pending a conference withing two (2) weeks between the student, teacher, parent/guardian, and Principal or Assistant Principal. Teachers and Principals will work cooperatively in resolving discipline problems which disrupt classroom operation.
- F. Any teacher who is absent because of injury inflicted by a Baldwin Community Schools District student or his/her parent or legal guardian as a result of employment-related activity and entitled to Worker's Compensation shall receive from the Board the difference between his/her net weekly income and the amount to which he/she is entitled under provisions of the Worker's Compensation Laws for a period up to ten (10) weeks. Beyond ten (10) weeks, such differential payments would

AS INSURED PERSONS UNDER THE TERMS OF THE POLICY

be charged against compensable leave on a pro-rata basis, at the teacher's option.

- G. The Board will reimburse teachers the current value of any clothing or other personal property destroyed or damaged in the course of his/her employment unless such loss is due to teacher negligence, covered by insurance, or reimbursement is obtained from other sources. Reimbursement of amounts above \$5.00 and up to \$250.00 per occurrence will be paid.
- H. No complaint arising from a teacher's performance of duties as an employee of the Baldwin Community Schools District by any parent or pupil shall become a part of the teacher's personnel file without adherence to the following procedures:
 1. The complaint shall be submitted in writing to the administration and a copy shall be submitted to the involved teacher along with copies of any evidence submitted with the complaint. In the event the complaint arises in a public meeting, it shall be referred to the administration and must be submitted in writing in order for said complaint to be acted upon.
 2. The administration shall conduct an investigation into the merits of the complaint, which shall include an investigative conference with the involved teacher.
 3. The teacher shall issue a written response to the administration.
 4. If the administration determines that the complaint is not valid, it shall be placed in the teacher's personnel file, unless the complaint is subsequently found to be valid by the Board pursuant to appeal of the administration's determination.
 5. If the administration determines that the complaint is valid and is to be included in the teacher's personnel file, a meeting involving the Superintendent, involved teacher, Association Representation and the teacher's immediate supervisor shall be convened for the purpose of communication disposition of the complaint.
- I. Alleged breaches of professional conduct shall be reported within five (5) days of the discovery by the administration to the offending teacher and the Association. Should there be less than five (5) school days left at the end of the school year, five (5) calendar days shall be used.
- J. A teacher shall be entitled to have present a representative of the Association for any disciplinary action. No longer than five (5) school days may elapse before disciplinary action is taken after a teacher has received notice of disciplinary action and has requested an Association representative.

- K.** Whenever the result of a reprimand or disciplinary action for any infraction of discipline or delinquency in professional performance is reduced to writing by the administrator, the findings and decision of the administrator shall be filed, in writing, in the teacher's personnel file, and a copy given thereof to the teacher. The teacher shall have the opportunity to prepare a written answer to the charges which shall be attached to and filed with the reprimand. The teacher shall meet with the administrator to develop a planned program to correct the deficiencies cited by the administrator.
- L.** No teacher shall be disciplined, discharged or reduced in compensation without just cause, except for the non-renewal of a probationary teacher, which shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act applicable for the non-renewal of probationary teachers. Additionally, the Board may grant and require an extension of the probationary period as permitted by the provisions of the Michigan Teacher Tenure Act and such action by the Board shall not constitute any discipline subject to the terms of this provision. With respect to the discharge or demotion of a tenured teacher, the method of appeal shall be governed by the choice of the teacher for appeal to the State Tenure Commission or arbitration as provided through Article 17, Section E., Level 4, but not both.
- M.** All reprimands, criticisms and evaluation conferences shall be conducted in private to the extent permissible under law.

ARTICLE 9

TEACHER EVALUATIONS

- A.** All monitoring or observation of the work of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, hidden closed circuit television, public address systems, and similar covert surveillance devices shall be strictly prohibited to all involved parties.
- B.** Video tape machines and tape recorders shall not be used for the purpose of classroom evaluation. This paragraph shall not be construed to prohibit any other use of video tape machines and tape recorders when such devices are used by mutual consent and with mutual knowledge of all involved parties.
- C.** Each formal observation of a teacher shall not be for less than thirty (30) minutes. For the purpose of this Article, probationary teachers will be observed twice per each evaluation. Tenured will be observed at least once per evaluation.
- D.** The evaluator will not verbally interrupt the teacher's presentation during the period of observation.

- E. Each teacher, upon his/her employment or at the beginning of the school year, whichever is later, shall be appraised of the specific criteria on which he/she will be evaluated.
- F. Evaluations shall be by personal observation in the classroom as well as a teacher's professional conduct during the school day, conducted by the (a) Superintendent; (b) Building Principal or Assistant Building Principal; or © other full time administrator possessing a Master's Degree and three (3) years successful teaching experience at the teacher's level of certification (Elementary or Secondary). The designated supervisor shall evaluate the teacher. If the evaluation indicates deficiencies, either the teacher or administrator shall have the right to have a subsequent evaluation performed by another administrator employed by the School District meeting the criteria specified above.
- G. For the first evaluation of the year, a pre-evaluation conference shall be held between the evaluator and the probationary teacher. A pre-evaluation group conference shall be held between tenured teachers and the evaluator.
- H. All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) working days of the evaluation. The written evaluation shall indicate areas where growth is needed, as well as specific suggestions for improvement in those areas, and progress or lack of progress noted since previous evaluations. The building administrator shall work with the teacher to improve the weakness as outlined in the evaluation. Teachers recognize their responsibility to work with the administration in resolving and remediating noted performance deficiencies.
- I. Following each formal evaluation, which shall include a conference with the evaluator, the teacher shall sign and be given a copy of the evaluation report prepared by his/her evaluator. In no case shall the teacher's signature be construed to mean that he/she necessarily agrees with the evaluation. A teacher may submit a self-evaluation and/or submit additional comments which shall be attached to the file copy of the written evaluation if he/she desires within ten (10) working days. All written evaluations are to be placed in the teacher's personnel file. Upon request, the teacher shall be entitled to confer with the Superintendent regarding his/her evaluations.
- J. Probationary teachers shall be observed no earlier than the first month of service and no later than ninety (90) days prior to the end of the probationary year (probationary year to be defined as a probationary teacher's anniversary date of hire). At least sixty (60) days before the end of each probationary year, the controlling Board shall provide the probationary with a definite written statement as to whether or not his/her work has been satisfactory, Failure to submit a written statement shall be considered as conclusive evidence that the teacher's work is satisfactory. Any probationary teacher or teacher not on continuing contract shall be employed for the ensuing year unless notified in writing at least sixty (60) days before the close of the probationary year that his/her services will be discontinued.

- K. The final written evaluation report of a probationary teacher, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the administration to the Superintendent.
- L. No part of this procedure, including the form and criteria for evaluation, shall be changed in any way except by prior notice to both parties and only after both parties have had an opportunity to make recommendations concerning the procedures and all parts thereof.

ARTICLE 10

TRANSFERS AND VACANCIES

A. Transfers:

1. A transfer shall be defined as a change in assignment or school building.
2. The Board and Association recognize that it may be necessary to accomplish transfers. For example, transfers may become necessary to meet load conditions, to meet instructional requirements, and to maintain balance of experienced and inexperienced staff in a particular building.
3. The Superintendent shall post by May 15 of each year all known vacancies by assignment and location that will be available the following school year.
4. Teachers desiring to request consideration for transfer shall submit an application stating the school and grade position sought, to the Superintendent by May 1. The Superintendent shall notify the applicant that his/her application has been received and is being processed. All applicants shall be informed when the vacancy for which they have applied has been filled.
5. In the event that an involuntary transfer is necessary, the teacher in that grade level or subject areas with the least seniority shall be the teacher transferred provided he/she is certified and qualified for the position to which he/she is being transferred.
6. In cases of involuntary transfer, teachers shall have the opportunity to meet with the Superintendent to discuss the transfer. When circumstances so permit, teachers so affected shall be given a choice of available open positions. In filling transfer positions, if teachers are equally qualified for the position, voluntary transfers shall be given priority over involuntary transfers.

7. "Qualified" shall be defined as:

Elementary	K-8 Michigan Teaching Certificate
Middle School	K-8 or 7-12 Certification; plus academic major or minor or successful regularly assigned teaching experience in subject within prior five (5) years.
High School	7-12 Certificate endorsed in the subject of assignment or major/minor pertinent to assignment.

B. Vacancies:

1. A vacancy shall be defined as an available permanent teaching position in the bargaining unit, or an administrative position established by the Board, caused either by promotion, resignation, termination, or a newly created position, provided however in filling regular part-time vacancies the following procedures shall apply:
A vacancy in a regular part-time teaching position (less than a full work day) shall be posted at the end of sixty (60) work days and filled within fourteen (14) calendar days of the posted date or the part-time teaching position will be eliminated.
2. Extra duty and extra curricular positions shall be considered vacancies for the next school year and posted by April 15.
3. Vacancies shall be publicized for fourteen (14) calendar days by posting a written notice of such vacant position, with qualifications and job description (where possible), in each school building (administrative office, teachers' lounge, bulletin board), and by sending a copy to the Association. Such vacancy shall not be filled, except on a temporary basis, until such fourteen (14) day posting been accomplished. During vacation periods outside the normal school year, the notification requirement shall be filled by giving written notice to each teacher, the Association, and posting a copy in the Superintendent's Office.
4. Any teacher may apply for the vacant position. In filling the position, however, the Board shall consider professional qualifications, background attainments, and other relevant factors, including service in the School District, as well as applicants from outside the School District. If two (2) or more applicants are equal in their qualifications, the positions shall be filled by (1) from within the School District and (2) by the teacher with the longest continuous service in the School District. In all appointments to administrative positions, the Board's decision shall be final.
5. In all appointments to extra duty positions, the Board's decision shall be final.
6. If requested, unsuccessful applicants shall be given reasons for their not attaining the position.

ARTICLE 11

LAYOFF AND RECALL

- A. The Association recognizes the right of the Board to determine the monetary savings to be achieved by personnel or operation cuts to balance the budget and the right to determine the areas in which such cuts shall be made. Teachers subject to layoff for the subsequent school year shall be notified of such layoff in writing as follows:
1. Probationary teachers shall be notified at least sixty (60) calendar days prior to the last day of the current school year or thirty (30) calendar days prior to the first school day of the second semester.
 2. Tenured teachers shall be notified by no later than July 1 or no later than thirty (30) calendar days prior to the first school day of the second semester. Bumping a teacher in response to layoff may occur after the above dates.
- B. The teacher(s) in the specific position(s) being reduced or eliminated shall be the teacher(s) notified of layoff. A teacher notified of layoff shall have the right to replace another member of the bargaining unit who is the least senior teacher within the laid off teacher's certification and qualifications as defined in Article 10. A laid off teacher wishing to bump another member of the bargaining unit shall notify the Superintendent in writing within three (3) days. The teacher subject to the bump shall be notified in writing within five (5) days by the Superintendent that he/she is laid off.
- C. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit. Seniority shall continue to accrue during the time spent on layoff. The District shall prepare and present to the Association a current seniority list of bargaining unit members prior to November 15 of each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's certification. Teachers who are transferred to a supervisory or executive position within the District shall retain such seniority as was accrued while a member of the bargaining unit should they leave the supervisory or executive position and return to the bargaining unit.
- D. Changes in a teacher's certification following layoff shall not permit the teacher to be recalled by bumping or affect their right to recall at a later date. Teachers are required to deliver to the Superintendent written notice of changes in their certification, academic majors/minors, or teaching experience within the last five (5) years. A laid off teacher who acquires additional certificate endorsements while on layoff shall be entitled to recall consistent with the teacher's seniority, qualifications and certification (including revisions to certification).

- E. Teachers on layoff shall be recalled in the inverse order of layoff provided the teacher is certified and qualified for the vacancy. When an opportunity for recall exists, and two (2) or more teachers on layoff possess equal seniority, the Board shall determine which of these teachers shall be recalled. No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers who are certified and qualified to fill the vacancy. Notwithstanding any provision of this Agreement, the Board shall not be required to post any vacancy when there are teacher(s) on layoff who are certified and qualified for the vacancy who possess sufficient seniority.
- F. The Board shall give written notice of recall from layoff by sending a certified letter to the teacher at his/her last known address as it appears in the Board's records. With a copy sent to the Association President. If a teacher fails to respond in writing within fifteen (15) calendar days from the date of mailing of recall notice, said teacher shall be considered as having voluntarily quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board.
- G. In recalling tenure teachers from layoff, no teacher will be terminated, lose recall rights, or seniority, if the teacher is at the time of recall under contract with another school district.

**ARTICLE 12
COMPENSABLE LEAVE**

- A. At the beginning of the school year, each teacher shall be credited with fourteen (14) days of Compensable Leave. This benefit will be prorated for teachers hired after the beginning of the school year according to the following schedule:

1-13 elapsed teacher work days	credit 13 days
14-26 elapsed teacher work days	credit 12 days
27-39 elapsed teacher work days	credit 11 days
40-52 elapsed teacher work days	credit 10 days
53-65 elapsed teacher work days	credit 9 days
66-78 elapsed teacher work days	credit 8 days
79-91 elapsed teacher work days	credit 7 days
92-104 elapsed teacher work days	credit 6 days
105-117 elapsed teacher work days	credit 5 days
118-130 elapsed teacher work days	credit 4 days
131-143 elapsed teacher work days	credit 3 days
144-156 elapsed teacher work days	credit 2 days
157-169 elapsed teacher work days	credit 1 day
170 or more elapsed teacher work days	credit 0 days.

Each teacher shall be entitled to an accumulation, not to exceed one hundred forty (140) days of the unused portion of each year's compensable leave which shall be available to him/her in future years. Teachers shall be given written notification by October 1 of each school year as to the number of Compensable Leave Days that they have accumulated.

B. Compensable Leave shall be granted in accordance with the schedule specified herein, subject to the following conditions:

1. Personal Illness: Bonafide physical or mental incapacity of the teacher to report for and discharge his/her duties to the extent of unused days of credit.
2. Illness or serious injury in the immediate family up to a maximum of ten (10) days per occurrence: Absence necessitated because of the personal attendance of the teacher. (Immediate family shall include the teacher's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, and any other person for whose financial or physical care he/she is principally responsible.)
3. Bereavement Leave: Up to a maximum of five (5) days annually not chargeable against Compensable Leave days will be granted in case of the death of a teacher's father, mother, father-in-law, mother-in-law, spouse, children, foster child, brother, sister, grandparents, or grandchildren.
4. Additional Bereavement Leave: Leave up to a maximum of five (5) days chargeable against Compensable Leave days will be granted in case of the death of a teacher's father, mother, father-in-law, mother-in-law, spouse, children, foster child, brother, sister, grandparents, or grandchildren.
5. Funerals: One (1) day leave chargeable against Compensable Leave may be granted by the teacher's supervisor or the Superintendent of Schools for attendance at funerals for persons other than those in the immediate family. One (1) additional day chargeable against Compensable Leave may be granted for funerals held more than two hundred fifty (250) miles from Baldwin.
6. Personal Leave: Leave Days may be taken, chargeable against Compensable Leave, for the purposes of conducting personal business. Personal Leave days shall not be used the first or last week of each semester or the day before or the day after a holiday or vacation (except in an emergency as determined by the building administrator or Superintendent.)

A. Restrictions on the use of Personal Leave Days:

1. Personal Leave days shall not be used for private or outside business for personal income.
2. Personal Leave days shall not be used for child care.
3. Personal Leave days shall not be used for recreation (i.e. hunting, camping, etc.) purposes.

4. Personal Leave days shall not be used for extending a holiday or vacation period unless mutually agreed to in writing by the Superintendent.
- C. Teachers who need to use Compensable Leave days during the first or last week of each semester or the day before or the day after a holiday or vacation may be required to verify their use with their building administrator or Superintendent.
 - D. At the end of the school year, any unused Compensable Leave days shall be credited to the teacher's accumulated Compensable Leave days.
 - E. The Superintendent may request a physician's or psychiatrist's statement for an absence of five (5) or more consecutive days duration, or a consistent sustained pattern of absence due to illness.
 - F. Personal, excused absences, without payroll or Compensable Leave deduction, may be authorized by the Superintendent for affairs relative to community service, or for professional improvement such as approved conferences or visitations to other schools.
 - G. In all cases, teachers shall notify the designated person of unavailability for work by 7:00 a.m. It shall be the responsibility of the administration to arrange for a substitute. Each teacher will provide written lessons to be utilized during any absence as per Article 5-B-4.
 - H. At the beginning of every school year, the Association shall be credited with fifteen (15) days to be used by teachers who are officers or designated representatives of the Association. The Association shall be credited an additional five (5) days the last year of the contract. The Association agrees to notify the Board or its agents no less than forty-eight (48) hours in advance of taking such leave. No more than two (2) teachers shall use this leave on the same day, unless approved by the Superintendent.
 - I. Upon a teacher's resignation or retirement from employment with the Baldwin Community Schools, when such employment has equaled or exceeded five (5) years, the School District shall pay \$45.00 per day of accumulated Compensable Leave days up to a maximum of 60 accumulated days.

ARTICLE 13

LEAVES OF ABSENCE

- A. Except as provided by law or specifically stated to the contrary herein, all leaves of absence shall be without pay, without fringe benefits, and without salary increment credit.
- B. Any teacher whose personal illness extends beyond the period compensable under Article

12 of this Agreement (Compensable Leave) shall be granted a leave of absence without pay for medically certified reasons of health, which, in accordance with general school laws may not exceed one (1) year from the date granted by the Board. Annual extensions of such leave may be granted by the Board upon written request of the teacher and medical certification. A teacher anticipating extended illness may be granted such leave prior to the expiration of his/her accumulated Compensable Leave Days, and upon returning from sick leave, will have the unused portion of his/her accumulated Compensable Leave reinstated. Prior to return from a leave of absence for reasons of health the Board will require the teacher to provide a certificate of good physical and/or mental health. The Board reserves the right to have teachers returning from such leave promptly examined by a doctor of its choice at Board expense.

- C. Provided that sufficient replacement can be made and at least three (3) months written notice is given, the Board may grant one (1) year (school year) leave for full time participation in the Peace Corps, Teacher's Corps, full time academic study or research, elected public office, or office in a professional organization. To qualify, the teacher must have achieved tenure and certify return at the end of such leave. Leave pursuant to this paragraph will be credited to salary schedule increment.

D. Child Birth and Child Care Leave:

Teachers who become pregnant shall notify the Superintendent no later than sixty (60) days prior to the anticipated date of desired leave.

1. Teachers desiring to utilize their accumulated **Compensable Leave** shall teach until physically unable to do so and return to their assignment as soon as they are physically able to do so, both determined by the teacher's physician. All fringe benefits shall continue in effect. If a teacher has exhausted all her accumulated **Compensable Leave** prior to recovery from such disability, the teacher shall be placed on unpaid personal illness leave.
2. Teachers desiring to take a leave of absence without pay shall be granted up to two (2) semesters. Teachers electing this option shall have Board contributed health insurance coverage until the month following birth of the child or three (3) months, whichever is less. The teacher and her physician shall determine the beginning date of the leave. The teacher shall return at the beginning of a semester or (a marking period) to the extent possible. A teacher may use her accumulated **Compensable Leave** during the period of time that she is physically unable to perform her assigned duties. The leave may be extended at the discretion of the Board if such is requested in writing thirty (30) days prior to the termination date of initial leave. In the event of a miscarriage or death of the object child of the leave, the leave may be terminated upon the teacher's request.
3. A one (1) year unpaid child care leave may be granted to any tenure teacher provided that he/she gives sixty (60) days advance notice intended for such leave.

E. Military leave will be granted based upon statutory provisions.

F. Leaves **for** Other Purposes:

1. Absence for jury or witness service: In such cases, a teacher will be paid the difference between his/her pay for that duty and his/her regular pay provided he/she has cooperated with school officials in attempting to obtain a postponement from such service for the period of the school year. This section shall be rendered null and void if said court appearance is a result of or in connection with other employment held by the teacher.
2. National Guard Emergency Call-up: In such cases, a teacher will be paid the difference between his/her pay for that duty and his/her regular pay for up to ten (10) working days providing proof of service and pay are submitted to the Superintendent of Schools.
3. Leaves of absence with pay for up to three (3) days per year not chargeable against Compensable Leave shall be granted in connection with an appearance before a court or an administrative agency when subpoenaed (as a witness) in any case connected with the teacher's employment or the school, except that leave pay shall not be granted in connection with Unfair Labor Practice hearings involving the Board and Association.

G. A teacher returning from a leave of absence must notify the Superintendent of Schools at least one (1) month prior to the expiration date of the leave or the date of return in order to permit planning, scheduling, and placement. Upon return from leaves of absence under B, D, and F above, the teacher shall be returned at his/her request to the position held prior to the leave, provided the position still exists. If such leave exceeds sixty (60) school days, notification must be given to the Superintendent at least thirty (30) days prior to the start of the semester in which the teacher wishes to return. A teacher returning from other leaves under this Article shall be returned to his/her previous position, if open, or to the first open position for which he/she is certified and qualified.

H. Continuance of Benefits:

Teachers who are on unpaid leaves of absence may continue the benefits of the group rate insurance programs in effect by providing for direct payment to the insurance carrier. This section is subject to the rules and regulations of said insurance carrier.

I. All leaves of absence must have beginning and ending dates. There shall be no exceptions.

ARTICLE 14

PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or has applied for membership may sign and deliver to the Board an assignment authorizing deduction of professional dues and assessments uniformly required for membership in the Association. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from the second regular check of the teacher each month for ten (10) months beginning in September and ending in June. Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth (1/10) of the yearly dues for such entire month he/she did not render service, except where failure to perform service for any month was a result of the teacher taking a leave of absence or sick leave provided by this Agreement. Dues and assessments will be set in September of each year.
- B. 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 shall, as a condition of employment, pay as a representative benefit fee to the Association an amount determined by the Association, provided, however that the teacher may authorize payroll deductions for such fee in the same manner as provided in the preceding Paragraph A.
- C. In the event a teacher shall not pay such a representation service fee directly to the Association or authorize payment through payroll deduction, the Board shall, upon completion of the procedures contained herein at the request of the Association and pursuant to MCLA 408.477; MSA 17.277(7), deduct the fee from the teacher's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made as provided in section A above.

The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher on non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the teacher that a request for wage deduction may be filed with the Board in the event that compliance is not effected. If the teacher fails to remit the fee or fails to authorize deduction for same, the Association may request the Board to make the deduction.

When the teacher objects to the appropriate amount of the representation service fee, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the appropriate amount of the deduction has been determined. The teacher contesting the appropriate amount of the fee to be deducted, must exhaust the internal administrative procedures of the Association. The remedies of such procedures shall be exclusive, and unless and until such procedures, including any administrative or

judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting teacher concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

- D. With respect to all sums of money deducted by the Board pursuant to authorization of the teacher, whether professional dues or benefit fee, the Board agrees to transmit such sums to the Association no later than the fifteenth (15th) day from the date of said deductions, with itemized printout, to the Association Treasurer. Provided, that the Association shall maintain a direct deposit account at a financial institution of its choice for purposes of receipt of funds deducted pursuant to this Article. Transmission of funds to said financial institution shall constitute performance of the Employer's obligation under this paragraph.
- E. The Association agrees to indemnify and save the Board of Education, including each individual school board member and all authorized agents of the Board, harmless against any and all claims, demands, costs, suits, or any other forms of liability (including back pay and all court or administrative agency costs), that may arise out of or by reason of, action taken or not taken by the Board for the purpose of complying with this Article.
 - 1. The Board will not incur any expenses, damages, or outlay of money which may be sustained by enforcement of this Article.
 - 2. The Association, following consultation with the Board, has the right to decide whether to defend any such action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
 - 3. The Association, following consultation with the Board, has the right to choose the legal counsel to defend any said suit or action.
 - 4. The Association, following consultation with the Board, shall have the right to compromise or settle any claim made against the Board under this Section.
- F. This Article shall be effective retroactively to the date of this Agreement and all sums payable shall be determined from said date.

ARTICLE 15

COMPENSATION

- A. When a regular pay day occurs within a vacation period during the school year, checks shall be mailed to the teacher's address on file in Central Office on the day prior to the regularly

scheduled pay date or that pay day shall be advanced to the last day prior to the beginning of said vacation period at the option of the Board.

- B. A teacher who is required as part of his/her assignment to use his/her own vehicle for transportation in order to perform regularly assigned duties shall be reimbursed at the rate of twenty-seven cents (\$.27) per mile. Mileage will be computed on the basis of actual miles logged and reported each month.

The mileage reimbursement provided in this section is not applicable to the performance of any duty or responsibility with respect to any Appendix B position, except for conferences, seminars, training sessions and/or professional meetings for the respective coaches or sponsors when attendance is authorized by prior approval of the Superintendent or his/her designee.

- C. Salary Schedule Placement:

- 1. Teachers transferring into the Baldwin Community Schools District shall be given full credit for teaching experience up to seven (7) years. The Board may authorize additional teaching or relevant employment experience credit beyond seven (7) years. Any former teacher of the the Baldwin Community Schools District who is re-employed within a period of not exceeding five (5) years shall be placed on the salary schedule at the next step above the one on which his/her salary was based when he/she left the Baldwin Community Schools District, or shall be given credit for teaching experience as provided in this section, whichever is greater.

- 2. Up to two (2) years will be allowed for honorably completed military active duty.

- 3. Up to two (2) years will be allowed for satisfactorily completed Peace Corps or VISTA service.

- 4. The salaries shall be adjusted each semester for college credit verified by official transcript no later than thirty (30) days after the beginning of such semester.

- D. Salaries of teachers covered by this Agreement are set forth in Appendix A, attached to and incorporated as part of this Agreement.

- E. Extra Duty pay will be provided in Appendix B, which is attached to and incorporated as part of this Agreement.

- F. Upon authorization by the administration, any member of the bargaining unit who voluntarily substitutes for another teacher during his/her conference/preparation period will receive \$20.00 for the period.

- G. The work year of teachers covered by this Agreement shall consist of 185 days for school year 1997-98; 186 days for school year 1998-99; and 187 days for school year 1999-2000.
- H. Nothing in this Agreement shall require the Board to keep school open in the event of inclement weather, malfunction of equipment, Acts of God, or other emergencies. When schools are closed to students due to the above conditions, teachers shall not be required to report for work and shall not suffer loss of compensation for such days. However, teachers shall work on any rescheduled day(s) with no additional compensation to insure that the School District has complied with the student instructional day requirements of the State of Michigan. All such days shall be rescheduled at the end of the school year, and the first (2) days shall not be rescheduled.

In the event of a late start, teachers will be required to report for work at their regular time unless prevented by inclement weather or other emergency conditions. When school is closed early due to inclement weather, teachers will be permitted to leave after departure of the buses.

ARTICLE 16

FRINGE BENEFITS

- A. The Board agrees to provide the following fringe benefits:
1. Upon submission of a written application, the Board shall provide, without cost to all full-time teachers, MESSA Super Care 1 health insurance (as defined on March 1, 1990) protection for a full twelve month period for each teacher who completes a full academic year of employment and his/her immediate family. To the extent permitted by law, MESSA Super Care 1 or Limited Medicare Supplement (formerly MESSA-Care) and Medicare, Part B, premium shall be paid on behalf of the teacher, spouse, and/or qualified dependents eligible for Medicare.
 2. Each eligible teacher shall choose either MESSA Pak A or B as described below:
 - Plan A: MESSA Super Care 1.
Long Term Disability (Plan 1 - 60%; 90 calendar days modified fill);
\$2,500 maximum; social security freeze.
Alcohol/drug and mental/nervous - 2 years.
Delta Dental (60/60/60: \$1,000).
Term Life (\$20,000 with AD&D).
Vision (VSP-2).
 - Plan B: \$90.90 per month for non-taxable MESSA or MEA Financial Services

options.

Long Term Disability (same as Plan A).

Delta Dental (75/60/75: \$1,200).

Term Life (\$30,000 with AD&D).

Vision (VSP-3).

- a. The Board paid subsidy for the foregoing MESSA-PAK (July 1, 1997 through June 30, 1998) insurance protection shall not exceed the following amounts:

Plan A: \$495.26 (1997-98 rate)

Plan B: \$92.62 (1997-98 rate)

- b. Provided, that the Board paid insurance subsidy shall be increased by ten percent (10%) of the 1997-98 rate effective July 1, 1998 and ten percent (10%) of the 1998-99 rate effective July 1, 1999, and ten percent (10%) of the 1998-99 rate effective July 1, 2000.
- c. Any amounts exceeding the employer subsidy for either Plan A or Plan B specified above, shall be payroll deducted.
- d. The Board may consolidate this bargaining unit with other employee groups under MESSA-PAK insurance coverages for rating purposes to effect overall premium cost savings, provided that no teacher shall be required to pay more toward his/her premium than he/she would have had to pay if this bargaining unit had not been consolidated for rating purposes.
- e. Letter of Agreement dated _____ that meets the conditions spelled out in Section 125 of the Internal Revenue Code.
3. If both spouses are employed by the Board of Education only one (1) Plan A premium will be paid by the Board to maintain MESSA-PAK coverages.
4. Teachers who have Board-provided term life insurance, as provided through either health or life insurance plans, shall have a thirty-one (31) day conversion right upon termination of employment. Any teacher electing his/her right of conversion in order to maintain his/her term life insurance in force must contact the insurance carrier within thirty-one (31) days of his/her last day of employment.
5. Conditions:
- a. Teachers newly hired by the Board of Education shall be eligible for Board paid insurance premiums upon acceptance by the insurance carrier(s) on the first day of the month following the month work commenced.

Teachers newly hired by the Board of Education electing insurance coverage at the beginning of their employment shall have premium amounts paid by the Board of Education for that proportion of the month actually worked. The teacher shall be responsible for the remaining premium amount attributable to days not worked for the School District. Full Board paid insurance subsidy shall commence on the first full month worked, upon acceptance of written application by the insurance carrier(s) policy holder.

- b. Changes in family status shall be reported by the teacher to the Personnel Office within thirty (30) days of the change. The teacher is responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this paragraph.
- c. The Board agrees to provide the above-mentioned insurance benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract by the Policyholder.
- d. To be eligible for the above coverages (or increases in coverages) teachers must be able to satisfy the "at work" requirements with this Employer before benefits are effective.
- e. Teachers working less than a full contract year shall have the benefits terminated on the first day of the month following their termination of employment.
- f. All teachers employed by the District prior to January 1, 1987 shall receive fully paid fringe benefits. Teachers employed on a regular part-time basis after January 1, 1987 shall be eligible for full insurance coverage with pro-rata District paid premiums, based upon their regularly scheduled time of employment.

ARTICLE 17

GRIEVANCE PROCEDURE

- A. Any claim by the Association or any teacher that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be defined as a grievance and shall be resolved through the procedures set forth herein.
- B. All time limits set forth herein shall consist of school days. Time limits are to be extended only by mutual written consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered substantive and failure to conform to them shall mean default by the party failing to conform.

- C. The Board agrees that the Association may designate building representatives and an alternate building representative who shall be teachers. The Association will furnish the Board with the names of its building representatives, alternates, and Grievance Chairperson and such changes as may occur from time to time in such personnel so that the Board may at all times be advised as to the authority of the individual representatives of the Association with whom it is dealing. Until the Board has received written notice from the Association, it shall not be required to deal with such teachers purporting to be representatives. It is understood that, whenever possible, grievance problems will be handled at times other than when the teacher is at work. In the event, however, in the handling of a grievance, it becomes necessary for building representative to leave his/her work, he/she shall first obtain permission from his/her Supervisor or Principal. The privilege of the building representative leaving during his/her working hours without loss of time or pay is subject to the understanding that such time will be devoted to the proper handling of the grievance; will be done as expeditiously and with as little interruption to work as possible; must not leave any students unattended; and that the privilege will not be abused. The building representative shall return to his/her work as promptly as possible and upon returning shall report at once to his/her Principal.
- D. A written grievance as required herein shall contain the following:
1. It shall be signed.
 2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violations.
 4. It shall cite the section or subsection of this contract alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection will not extend the limitations herein set forth.

E. LEVEL 1:

No grievance shall be processed unless in is presented at Level 1 within five (5) days of its occurrence. Any teacher who believes he/she has a grievance must present such grievance on an informal basis with his/her immediate supervisor. The Association Building Representative shall schedule the meeting with the immediate supervisor and the Building Representative or the Grievance Chairperson shall be present at the informal conference.

If the grievance is not resolved on an informal basis, the grievance shall be reduced to writing by the Association within ten (10) days of its occurrence or knowledge of its occurrence. Within five (5) days after the presentation of a written grievance, the immediate supervisor shall give his/her answer in writing to the grievant and the Association.

In the event the grievance involves more than one (1) grievant or is filed by the Association, it will be filed with the appropriate administrator who is empowered to remedy the alleged grievance.

LEVEL 2:

In the event that the Association is not satisfied with the disposition of the grievance, the Association shall file a copy of the written grievance within five (5) days to the Superintendent of Schools or his/her designee.

Within five (5) days of receipt of the written grievance, the Superintendent or his/her designee shall hold a meeting in an attempt to resolve the alleged grievance. Only the necessary persons as determined by the Superintendent and the Association's Grievance Chairperson shall be present at the meeting.

Within five (5) days upon conclusion of the meeting, the Superintendent or his/her designee shall present the Association's Grievance Chairperson, the President, and the Grievant with a written answer to the alleged grievance.

LEVEL 3:

If the alleged grievance is not settled at Level 2, it shall be referred in writing to the Board of Education within five (5) days after the date of the disposition by the Superintendent or his/her designee in Level 2, or upon referral by the Superintendent.

The Board or Committee thereof shall hold a hearing to consider the alleged grievance. The Association shall have an opportunity to present its views at this level. The Board or Committee thereof shall render a decision on the alleged grievance and present it in writing to the Association within twenty-five (25) days after the date the matter was referred to the Board of Education.

LEVEL 4:

If the alleged grievance is not settled at Level 3, the matter may be referred to arbitration by the Association within ten (10) days from the date of the Board's decision at Level 3. The

arbitrator shall be chosen in accordance with the rules set forth in the Voluntary Labor Arbitration Rules of the American Arbitration Association, as amended and in effect June 1, 1975. The arbitrator shall render no decision which would require or permit action in violation of Michigan School Laws. The arbitrator's fees and expenses shall be shared by the Board and the Association equally except either party requesting special services of the arbitrator shall bear the full cost of such services. Both parties agree that the arbitrator's decision is binding and may be enforced in any court of competent jurisdiction.

1. The arbitrator shall have no power or authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. If a teacher is disciplined by an administrator and the matter goes to arbitration, the arbitrator shall not substitute his/her judgement for that of the Board, unless there is evidence that the administrator violated the terms and conditions of the contract.
3. It is expressly understood that no grievance shall be filed which is based on content of a written evaluation. However, in the event of an alleged contract violation pertaining to the procedures set forth in the evaluation process, such a claim is subject to the grievance procedure.
4. The arbitrator shall have no power or authority to consider and/or rule upon the decision and/or action of the Board of Education to terminate and/or not renew the employment of any probationary teacher, not to consider and/or rule upon the decision and/or action of the Board of Education to extend the probationary period of any probationary teacher.
5. The arbitrator shall have no power to hear any grievance protesting the Board's failure to appoint or renew an individual to an extra-curricular or extra duty position.
6. The arbitrator shall have no power or authority to consider and/or rule upon the decision and/or action of the Board of Education to discharge or demote a tenured teacher when the teacher has elected to pursue an appeal of the discharge or demotion through the statutory procedures of the Michigan Teacher Tenure Act. However, the arbitrator shall have the authority to consider and rule upon the discharge or demotion of a tenured teacher when the teacher has elected to pursue an appeal through arbitration instead of through the statutory procedures of the Michigan Teacher Tenure Act.
7. A tenured teacher may elect to appeal the decision to the Tenure Commission or file a demand for arbitration, but not both. The election of the teacher to pursue an appeal to arbitration or through the statutory procedures of the Michigan Teacher Tenure Act shall be made within twenty (20) days from receipt of the written decision from the Board of Education. The election shall be made by the filing of a demand for arbitration with the American Arbitration Association or the filing of an appeal with the State Tenure Commission. A teacher making the election to pursue the matter to arbitration instead of

through the statutory procedures of the Michigan Teacher Tenure Act, at the time of filing the demand for arbitration, must withdraw any pending request for further proceedings pursuant to the Michigan Teacher Tenure Act. The arbitration hearing shall not proceed until it is determined that the tenured teacher has no subsequent recourse for an appeal or hearing according to the statutory procedures of the Michigan Teacher Tenure Act. Should the Tenure Act be changed by legislation, the Local Controlling Board, during their review to determine to move forward with Tenure charges, it will allow the teacher and his/her representative to present pertinent evidence and witnesses prior to the Controlling Board making its final determination.

- F. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to the final resolution of the grievance.
- G. It is understood by the parties that no grievance shall be filed based upon any prior or previous agreement or upon alleged grievance occurring prior to the effective date of this Agreement.
- H. Commencing forty-five (45) calendar days prior to the last working day for teachers, all days referenced in this Article shall be calendar days. The Association shall inform the Board this limitation is in effect at Level 1.
- I. The Board shall give the Association a twenty-four (24) hour advance notice of any grievance meeting.
- J. The grievant shall be present at all scheduled grievance meetings at each level or the grievance shall be forfeited.

ARTICLE 18

CONTINUITY OF OPERATIONS

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations.

Inasmuch as the parties have removed the cause of such disruptions in instituting a comprehensive grievance procedure which culminates in binding arbitration, the parties therefore pledge:

- A. The Association agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public

Employment Relations Act.

- B. The parties agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any Unfair Labor Practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE 19

RIGHTS OF THE BOARD

It is expressly agreed that the Board reserves all responsibilities, powers, rights, and authority vested in it by the Laws and Constitution of Michigan and the United States except those which are expressly relinquished herein by the Board. Such rights reserved to the Board shall include by way of partial illustration the right to:

1. Manage and control its business, its equipment, and its operation.
2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
3. The right to direct the working forces, including the right to hire, promote, discipline, transfer, and determine the size of the work force.
4. Determine the services, supplies, and equipment necessary to continue its operation.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including health conditions.
7. Determine overall goals and objectives as well as the policies affecting the educational program.
8. Determine the administrative organization, its function and authority.
9. Determine the location or relocation of its facilities, including the establishment of relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as limited by the specific terms of this Agreement.

ARTICLE 20

MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, policies, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms.
- B. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity for all pupils.
- C. This Agreement shall be exclusively between the Board and the Association and not dependent upon approval of any other such organization.
- D. The Association has the right to appear on the Board Agenda as provided for in the Board Policy 1211.

ARTICLE 21

WAIVER

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement. Matters of common concern may be subject to negotiations during the period of this Agreement upon request and mutual agreement of both parties.

ARTICLE 22

DURATION OF AGREEMENT

- A. This Agreement incorporates the agreement reached by the parties on all issues which were subjects of negotiation. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in writing as an amendment to this Agreement.

- B. This Agreement shall become effective upon ratification by the Association and the Board and shall continue in effect through **August 31, 2000**. If an agreement is not reached on the renewal of this Agreement prior to the expiration date, it shall expire at such expiration date unless it is extended by mutual agreement of the parties in writing.

BALDWIN COMMUNITY SCHOOLS

BALDWIN EDUCATION ASSOCIATION

, President
Board of Education

, President
Baldwin Education Association

, Secretary
Board of Education

, Secretary
Baldwin Education Association

Date of Ratification

Date of Ratification

APPENDIX A-4

LONGEVITY

<u>YEARS IN DISTRICT*</u>	<u>% OF BA BASE</u>
13-14	2%
15-16	4%
17-18	6%
19-20	8%
21 or more	10%

* Actual years of teaching service in the Baldwin Community Schools

Longevity payments commence at the beginning of the thirteenth (13th) year in the District, with percentage increases at the beginning of the fifteenth (15th), seventeenth (17th), nineteenth (19th), and twenty-first (21st) year in the District.

<u>1997-1998</u>	<u>B.A. Minimum</u>	<u>\$24,194</u>		
2% = \$483.88;	4%=\$967.76;	6%=\$1,451.64;	8%=\$1,935.52;	10%=\$2,419.40
<u>1998-1999</u>	<u>B.A. Minimum</u>	<u>\$24,823</u>		
2% = \$496.46;	4%=\$992.92;	6%=\$1,489.38;	8%=\$1,985.84;	10%=\$2,482.30
<u>1999-2000</u>	<u>B.A. Minimum</u>	<u>\$25,493</u>		
2% = \$509.86;	4%=\$1,019.72;	6%=\$1,529.28;	8%=\$2,039.44;	10%=\$2,549.30

APPENDIX B

EXTRA DUTY PAYMENT SCHEDULE

The salaries are computed by multiplying the percentage listed for each activity times the percentage of B.A. Minimum. All positions will not necessarily be filled.

1997-1998	B.A. Minimum	\$24,194
1998-1999	B.A. Minimum	\$24,823
1999-2000	B.A. Minimum	\$25,493

I. HIGH SCHOOL:

Student Council Advisor	5%
Yearbook Advisor	
a. Without Yearbook Class	5%
Newspaper Advisor	
a. Without Journalism Class	5%
Band Director (grades K-12)	10%
Play Director (per production)	2%
Audio-Visual Director	3%
Ski Advisor (grades 9-12)	3%
Science Fair Director	2%
Senior Class Advisor	5%
Junior Class Advisor	5%
Sophomore Class Advisor	3%
Freshman Class Advisor	3%
Co-Op (School to Work) Coordinator	3%
National Honor Society	3%
Varsity Club Advisor	3%
Choral Director	2%
Art Fair Director (K-12)	2%
Library Club Director	2%
P.A. Director	2%
Gifted & Talented	2%

II. MIDDLE SCHOOL:

Ski Club Advisor (grades k-8)	3%
Audio-Visual Director	1.5%
Science Fair Director	1%
Student Council Advisor	4%
Choral Director	2%
National Honor Society	2%

III. **ELEMENTARY:**

Audio-Visual Director	1.5%
Science Fair Director	1%
Gifted & Talented	2%
Choral Director	2%

IV. **ATHLETICS:**

Head Basketball (Boys)	12%
Head Basketball (Girls)	12%
Head Football (Boys)	12%
Head Baseball (Boys)	8%
Head Softball (Girls)	8%
Head Track (Boys)	8%
Head Track (Girls)	8%
Head Cross Country (Boys & Girls)	7%
Head Golf (Boys & Girls)	5%
Head Volleyball (Girls)	8%
JV Volleyball (Girls)	6%
JV Basketball (Boys)	10%
JV Basketball (Girls)	10%
JV Football (Boys)	7%
JV Baseball (Boys)	6%
Assistant Football (Boys)	8%
Pom Pom Advisor	2%
Intramural Basketball (Boys & Girls)	5%
Cheerleader Coach:	
a. Varsity & JV Football (Boys)	4%
b. Varsity & JV Basketball (Boys)	4%
c. Varsity & JV Basketball (Girls)	4%

B. **MIDDLE SCHOOL SPORTS**

Basketball (Boys)	5%
Basketball (Girls)	5%
Track (Boys & Girls)	4%
Cheerleader Coach:	
a. Basketball (Boys & Girls)	4%

C. **ELEMENTARY SPORTS** 7%

MEMORANDUM OF AGREEMENT

RE: SCHOOL IMPROVEMENT PLANS

It is hereby agreed by and between undersigned parties with respect to the responsibility contained in P.A. 25 of 1990 to adopt and implement school improvement plans and the continuing school improvement process for each school within the school district, the parties hereby acknowledge and recognize that the terms of the collective bargaining agreement between them govern as to the wages, hours, and terms and conditions of employment of teachers addressed therein and that those terms shall not be altered or modified through the school improvement process except by mutual agreement of the undersigned Board of Education and Association, executed in writing. Furthermore, notwithstanding the waiver of bargaining set forth in Article 21 of the collective bargaining agreement between them, the parties acknowledge and recognize the obligation to bargain with respect to any significant change in an established working condition made pursuant to any school improvement plan or process as may be otherwise required under the Public Employment Relations Act.

This Memorandum of Agreement is entered into this _____ day of _____, 19____, by and between the undersigned parties, whose authorized representatives affixed their signatures as follows:

BALDWIN EDUCATION ASSOCIATION

BALDWIN COMMUNITY SCHOOLS
BOARD OF EDUCATION

By _____

By _____

Its _____

Its _____

By _____

By _____

Its _____

Its _____