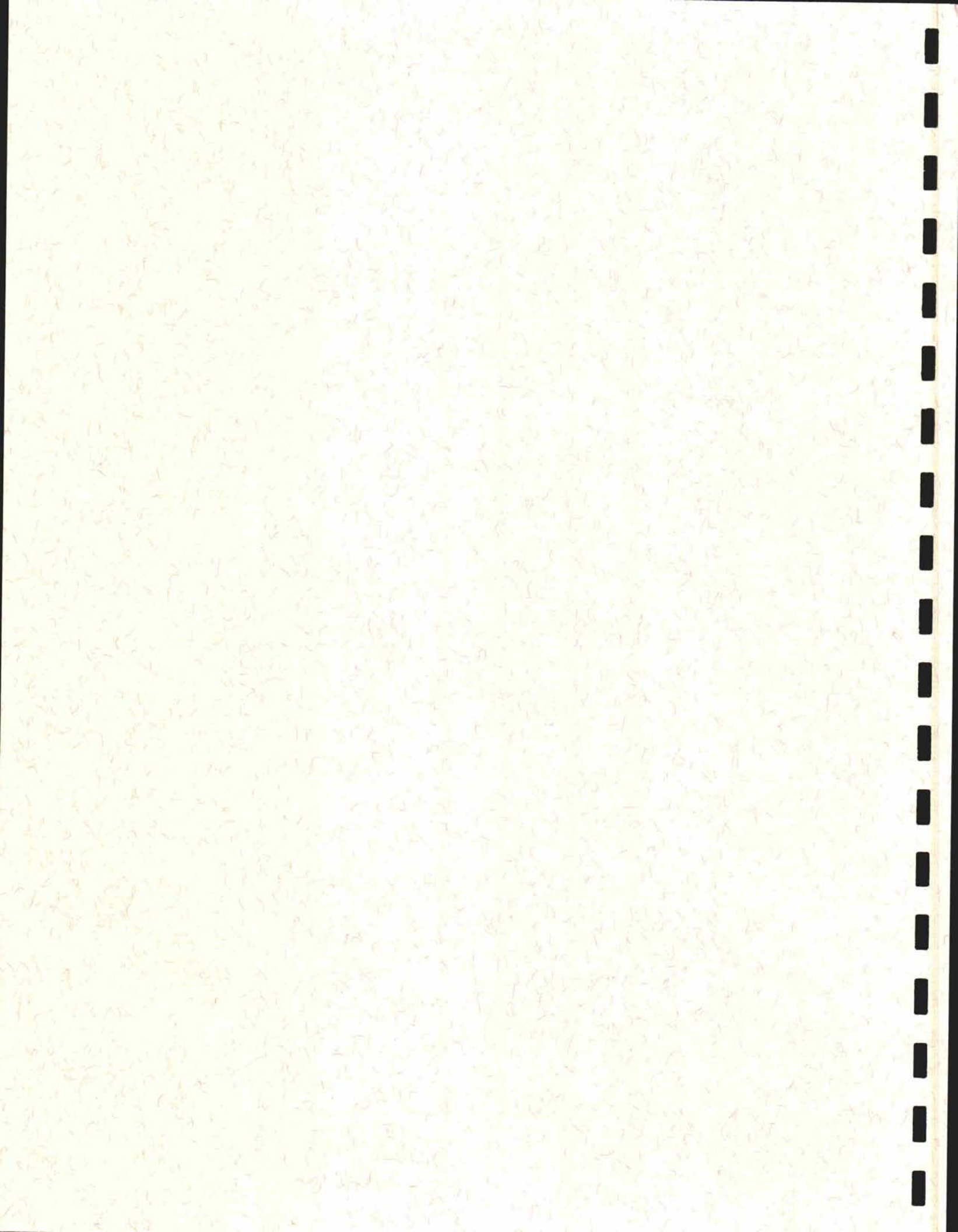


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6/30/2000

Bark River-Harris Public School Contract
between the
**Bark River-Harris Education Association/
Upper Peninsula Education Association/
Michigan Education Association**
and the
Bark River-Harris Board of Education
1998-2000

Bark River-Harris Public Schools



Bark River-Harris Public School Contract

between the

Bark River-Harris Education Association/

Upper Peninsula Education Association/

Michigan Education Association

and the

Bark River-Harris Board of Education

1998-2000

TABLE OF CONTENTS

Article	Page
I Recognition and Definition	2
II Management Rights	3
III Teachers' Rights	3
IV Association Dues or Fees and Payroll Deduction	6
V Teaching Hours and Class Load	7
VI Transfer	10
VII Teaching Conditions	10
VIII Medical Qualifications	13
IX Negotiations Procedure	14
X Leave of Absence	14
XI Annuities	18
XII Academic Freedom	18
XIII Teacher Evaluation	19
XIV Cost of Living	19
XV Professional Development	20
XVI Protection of Teachers	21
XVII Severance Pay	24
XVIII Reduction in Personnel and Annexations and Consolidation of Districts	25
XIX Professional Grievance Procedure	27
XX Professional Grievance Report	30
XXI Salary Schedule	36
XXII Insurance	41
XXIII Miscellaneous Provisions	43
XXV Reopener Clause	45

UPPER PENINSULA EDUCATION ASSOCIATION
MICHIGAN EDUCATION ASSOCIATION
BARK RIVER-HARRIS SCHOOL BOARD CONTRACT AGREEMENT

1 This agreement entered into this 1st day of July, 1998, by and
2 between the Board of Education of the District of Bark River-
3 Harris, Michigan, hereafter called the "Board" and the Upper
4 Peninsula Education Association, and the Michigan Education
5 Association, hereinafter called the "Association".

6 WITNESSETH

7 WHEREAS the Board and the Association recognize and declare
8 that providing a quality education for the children of the Bark
9 River-Harris District is their mutual aim and that the character
10 of such education is related to the quality and morals of the
11 teaching service, and WHEREAS the members of the teaching
12 profession are qualified to help in formulating policies and
13 programs designed to improve educational standards and WHEREAS
14 the Board has a statutory obligation, pursuant to ACT 379, of the
15 Michigan Public Acts of 1965, to bargain with the Association as
16 the representative of its teaching personnel as herein defined
17 with respect to hours, wages, terms, and conditions of employment
18 and WHEREAS the parties, following extended and deliberate
19 negotiations, have reached certain understandings which they
20 desire to memorialize, in consideration of the following mutual
21 covenants, it is hereby agreed as follows.

1 Article I

2 Recognition and Definition

3 A. The Board recognizes the Association as the sole and exclusive
4 bargaining representative for all elementary and secondary classroom teachers
5 and coaches who are certified and regularly employed and paid by the Board, it
6 specifically being the intent of the parties hereto that membership in the
7 Association shall not be used as a point of discrimination in the rights,
8 benefits, or obligation under this contract.

9 B. Teachers currently teaching in the Bark River-Harris School District
10 will be given preference in hiring for all open athletic and extra curricular
11 duties provided their credentials are equivalent. Coaches and athletic
12 directors who are not employed as teachers at Bark River-Harris are not
13 covered by this contract. The Association will not be held legally liable for
14 failure to represent the aforementioned in claims of representation,
15 discrimination, or any liability.

16 C. The **CERTIFICATION** as used herein shall mean a teacher who is
17 presently holding a valid certificate issued by the State Board of Education
18 under requirements of Act 202 of Public Acts 1903 as amended.

19 D. The term **REGULARLY EMPLOYED CLASSROOM TEACHERS** as used herein shall
20 include all those teachers regularly employed throughout the school year and
21 summer school programs including driver education, and specifically excluding
22 from the bargaining unit the supervisory staff consisting of the
23 superintendent, high school, and elementary principals who are predominantly
24 employed in a supervisory capacity.

25 E. The term **TEACHER** shall refer to all teaching employees represented
26 by the Ass'n as herein defined and masculine gender shall include feminine.

27 F. Teaching assignments for Driver Education and Summer School programs
28 will be made by the Board on the basis of preference to tenure teachers
29 possessing permanent teaching certificates regularly employed in the district
30 during the normal school year.

31 G. Nothing contained herein shall be construed to deny or restrict to
32 any teacher rights he/she may have under the Michigan General School Laws.
33 The rights granted to teachers in this master contract shall be deemed to be
34 in addition to those legally provided elsewhere.

1 Article II
2 Management Rights

3 The Employer, on behalf of the electors of the School District, hereby
4 retains and reserves unto itself all powers, authority, duties, and
5 responsibilities conferred upon and vested in it by the laws and the
6 Constitution of the State of Michigan, and of the United States, including,
7 but without limiting, the generality of the foregoing, the right:

8 A. To the executive management and administration control of the school
9 system and its properties and facilities.

10 B. To hire all employees subject to the provision of the Michigan
11 School Code and Tenure laws.

12 C. The written policies of the Master Contract which apply to wages,
13 hours, and working conditions shall remain in effect, except the Board
14 reserves the right to promulgate new policies, retain or modify existing
15 policies from time to time as the need arises, but not in conflict with
16 provisions of this contract.

17 Article III
18 Teachers' Rights

19 A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby
20 agrees that every teacher employed by the Board shall have the right freely to
21 organize, join, and support the Association for the purpose of engaging in
22 collective bargaining or negotiations and other related activities for mutual
23 aid and protection as a duly elected body exercising governmental power under
24 color of law of the State of Michigan, the Board undertakes and agrees that it
25 will not directly or indirectly discourage or deprive or coerce any teacher in
26 the enjoyment of any rights conferred by Act 379 or other laws of Michigan or
27 the constitutions of Michigan and the United States; that it will not
28 discriminate against any teacher with respect to hours, wages, or any terms or
29 conditions of employment by reasons of his membership in the Association or
30 collective professional negotiations with the Board, or his/her institution of
31 any grievance or complaint pursuant to this agreement.
32

1 B. The Board specifically recognizes the rights of its teacher
2 employees appropriately to invoke the assistance of the Michigan Employment
3 Relation Commission and the Board will not discriminate against a teacher who
4 files a grievance.

5 C. The Association and its members shall have the right to use school
6 building facilities at reasonable hours for meetings, provided no class
7 disruptions shall occur. No meetings of the UPEA or MEA shall be held on
8 school property without prior approval of the Board or its designee.
9 Local Association meetings that are held on school property prior to school
10 beginning, must be ended no later than ten (10) minutes before class begins.
11 Meetings held at the end of the school day, can not begin before the end of
12 the work day. No teacher shall be prevented from wearing normal insignia, pins
13 or other identification of membership in the Association on school premises.
14 A bulletin board will be made available to the Association and its members in
15 each school. Association meetings held at the request of the Board, may be
16 held during the school day.

17 D. The teachers shall have the right to use school equipment, including
18 typewriters, mimeographing machines, computers, and all types of audio-visual
19 equipment at reasonable times, when such equipment is not otherwise in use.
20 The Board will not charge the Association for electricity used by the
21 Association's pop machine, microwave machines, or other such devices, or for
22 nominal supplies that are intended for BRHEA members. The Association may not
23 remove any equipment from the school without the approval of the
24 superintendent or principal.

25 E. Business agents of the MEA shall be permitted to visit any teacher
26 on, in, or about school owned property provided no disruptions of classes
27 shall occur. The MEA Business Agent must first notify the superintendent's
28 office that he/she is on the premises during school hours. When possible,
29 such visits shall take place before or after the school day.

30 F. The Board agrees to furnish to the Association upon request all
1 available information in the form that is available, concerning the financial
2 resources of the district, including but not limited to: annual financial
3 reports and audits, register of certificated personnel, tentative budgetary
4 requirements, agendas and minutes of all board meetings, and treasurer's

1 report. The school agrees to furnish the Association with such public
2 information which may be available concerning the financial resources of the
3 district, tentative budgetary requirements and allocations, and such
4 information which may be necessary to assist the Association to bargain
5 collectively with the school with respect to wages, hours, and to the terms
6 and conditions of employment. The Association agrees that request for such
7 information will be made in writing through its president or someone
8 designated by him/her, and that requests will be made sufficiently in advance
9 of their need so that the school may assemble the information. Original
10 records may be examined only at the offices of the school.

11 G. Teachers shall be entitled to full rights of citizenship and no
12 religious or political activities of any teacher or the lack thereof shall be
13 grounds for any discipline or discrimination with respect to the professional
14 employment of such teacher. Consistent with the Code of Ethics of the
15 Education profession and the moral standards of the community, the private and
16 personal life of the teacher is not within the appropriate concern or
17 attention of the Board.

18 H. The provisions of this Agreement and the wages, hours, terms, and
19 conditions of employment shall be applied in a manner which is not
20 discriminatory and without regard to race, creed, religion, color, national
21 origin, age, sex, or marital status.

22 I. Consistent with the Code of Ethics of the Education profession,
23 membership in the Association shall be open to all teachers regardless of
24 race, creed, sex, marital status, or national origin.

25 J. The Board shall place on the agenda of each regular board meeting as
26 an item for consideration under new business any matters brought to its
27 consideration by the Association. Any item that is to be brought to the Board
28 by the Association shall be brought to the Superintendent's attention prior to
29 the meeting.

30 K. Each teacher shall have the right, upon request, to review in the
31 main office the contents of his/her own personal file as pertains to his/her
32 work in the school district. A representative of the Association may be
33 requested to accompany the teacher in such review.
34

1
2
3
4 Article IV

5 Association Dues or Fees and Payroll Deduction

6
7 A. Any teacher who is a member of the Association, or who has applied
8 for membership, may sign and deliver to the Board an assignment authorizing
9 deduction of dues, assessments, and contributions in the Association which
10 shall continue in effect from year to year unless revoked according to the
11 procedures outlined in the MEA Constitution and By-Laws. Pursuant to such
12 authorization the Board shall deduct one-twentieth of such dues, assessments,
13 and contributions from each regular salary check of the teacher beginning in
14 September and ending in August of each year. Any teacher who shall not
15 perform services for any entire month of the school year shall have their dues
16 reduced by one-twelfth of the yearly dues for each entire month they did not
17 work, except where the failure to perform services during any month was the
18 result of the teacher taking any paid leave of absence or sick leave provided
19 for in this contract.

20 B. Upon appropriate written authorization from the teacher, the Board
21 shall deduct from the salary of any teacher and make appropriate remittance
22 for annuities, credit union, savings bonds, charitable donations, or any other
23 plans or programs jointly approved by the Association and the Board.

24 C. Each bargaining unit member shall, as a condition of employment, (1)
25 on or before thirty (30) days from the date of commencement of duties or the
26 effective date of this Agreement, whichever is later, join the Association, or
27 (2) pay a service fee to the Association, pursuant to the Association's
28 "Policy Regarding Objections to Political-Ideological Expenditures" and the
29 Administrative Procedures adopted pursuant to that policy. The service fee
30 shall not exceed the amount of Association dues collected from Association
31 members. The bargaining unit member may authorize payroll deduction for such
32 fee. In the event that the bargaining unit member shall not pay such service
33 fee directly to the Association, or authorize payment through payroll
34 deduction, the Employer shall pursuant to MCLA 408.477; MSA 17.277(7) and at
the request of the Association, deduct the service fee from the bargaining
unit member's wages and remit same to the Association. Payroll deductions
made pursuant to this provision shall be made in equal amounts, as nearly as

1 may be, from the paychecks of each bargaining unit member. Monies so deducted
2 shall be remitted to the Association, or its designee, no later than twenty
3 (20) days following deduction.

4 D. Due to certain requirements established in recent court decisions,
5 the parties acknowledge that the amount of the fee charged to non-members
6 along with other required information may not be available and transmitted to
7 non-members until mid-school year (December, January, or February).
8 Consequently, the parties agree that the procedures in this article relating
9 to the payment or non-payment of the representation fee by non-members shall
10 be activated thirty (30) days following the Association's notification to non-
11 members of the fee for that given school year.

12 Article V

13 Teaching Hours and Class Load

14 A. The normal work day of teachers shall be from 8:00 A.M. to 3:06 P.M.
15 All teachers shall be in their assigned areas by 8:20 A.M. unless detained by
16 official business. The hours stated above may be decreased by the approval of
17 the administration. On days preceding holiday or vacations, the teacher's day
18 shall end at the close of the pupil's day when supervision can be arranged
19 until all children leave the building.

20 Beginning in the 1998-99 school year, Elementary teachers will
21 report at 8:00 A.M. and be allowed to leave at 3:12 P.M. This schedule
22 enables the elementary to achieve 1,047 hours of instruction in the 1998-99
23 and 1999-2000 school years.

24 In the event that the State should adjust the number of contact
25 hours downward, we will return to the schedule used in 1993-94.

26 B. The normal weekly teaching load in the junior and senior high school
27 will be twenty-five (25) teaching periods and five (5) unassigned preparation
28 periods. In event of having a seven period day, this section of Article V
29 will be negotiated. Assignment to a supervised study period shall be
30 considered a teaching period for purposes of this Article. The normal weekly
31 teaching load in the elementary school will not exceed six (6) hours of pupil
32 contact per day.

1 C. Since pupils are entitled to be taught by teachers who are working
2 within their area of competence, teachers shall not be assigned, except for
3 good cause, outside the scope of their teaching certificates or their major or
4 minor field of study.

5 D. Teachers who will be affected by a change in grade assignments in
6 the elementary school grades and by change in subject assignment in the
7 secondary school grades will be notified and consulted by their principals
8 immediately upon such action becoming apparent. Such changes will be
9 voluntary whenever possible. Except in the case of a financial emergency, all
10 changes in subject matter and/or grade level that a teacher will teach, must
11 be decided, and the teacher notified, before June 1 in the school year prior
12 to the school year that the changes are to take place. This will enable
13 teachers to better prepare for the new classes/grades that the teachers will
14 be teaching.

15 E. Each teacher shall have a minimum of a thirty (30) minute duty free
16 lunch period each day.

17 F. Elementary teachers shall be provided with no less than two one-half
18 hour blocks of preparation time each day.

19 G. Teachers shall not be assigned lunchroom, playground, or hall duty.
20 The Board will pay for a person to be on after school bus duty. Provided
21 someone can be found, bus duty will not be required of teachers. The amount
22 to be spent on after school bus duty shall be \$15.00 per day.

23 H. Any vacancies in teaching positions shall be made known to the staff
24 of the district a period of five (5) calendar days before advertised. If the
25 vacancy occurs during the summer, the Association President will be notified
26 and the current staff will be given ten (10) calendar days to apply before the
27 vacancy is advertised. If more than one staff member applies, the Board shall
28 select from the applicants for the vacancy. Any administrative vacancy shall
29 be made known to the staff of the district a period of five (5) calendar days
30 before advertised; preparation, experience, and ability being equal, existing
31 staff members will receive preference.

32 I. Any current staff member who applies for a vacant teaching position
33 at Bark River-Harris and has the appropriate major or minor, shall be hired
34 for said vacancy. If a staff member's application for vacant teaching

1 position is denied and said denial would result in his/her being laid off,
2 he/she shall be granted the position if he/she is certified and is willing to
3 earn eight semester hours of credit, yearly, towards a required minor.

4 J. Teachers of music, art, and the laboratory sciences, librarians,
5 speech therapists, reading consultants, visiting teachers, counselors, and
6 special education teachers shall be provided with released and preparation
7 time to the same extent as other teachers in the district.

8 K. The academic school calendar year shall not exceed 180 session days
9 per year, with the schools being closed on all holidays legally authorized by
10 the Michigan School Code.

11 L. The superintendent may dismiss the schools when, in his/her
12 discretion, weather, health, or building conditions warrant such action.
13 Teachers will also be dismissed under such conditions, without loss of pay.

14 M. If State law requires "snow days" to be made up, the following will
15 be adhered to:

16 1. All days that must be made up will be determined by the
17 superintendent or his/her representative. If half days can legally be counted
18 as full attendance days, this will be done. Once the days to be made up are
19 determined, the superintendent and the Bark River-Harris Education Association
20 President will determine when the days will be made up. If no agreement is
21 reached, the make up days will be added to the end of the school year.

22 2. If school is canceled after 8:15 A.M. and the day cannot be
23 counted as a full or part attendance day, teachers will receive their hourly
24 rate for all time that cannot be counted for State school attendance.

25 N. If a teacher shall teach more than the normal teaching load as set
26 forth in the Article, or if a teacher is required to give up their prep time
27 for any purpose in excess of three per year, he/she will receive additional
28 compensation at his/her hourly rate for all teaching hours. At the discretion
29 of the teacher, the teacher may receive comp time instead of money. Comp time
30 shall be hour for hour. This section will apply in the elementary school when
31 regularly scheduled music, art, physical education, etc., teachers are absent
32 and the classroom teacher covers for the absent teacher. If the gym is not
33 available, the gym teacher will be responsible for teaching the class in
34 another part of the school or outdoors.

1 O. No teacher shall be a substitute against his or her will, if that
2 action requires such teacher to leave his or her scheduled class.

3 P. No polygraph or lie detector device shall be used in any
4 investigation of any teacher.

5 Q. The Association and the Board shall establish a committee to
6 investigate charges pertaining to the moral character of the teachers. This
7 committee will report its findings to the said charges.

8 R. All teachers volunteering to do hall duty, lunch room duty, after
9 school spelling bee, science fair, math competition, and other programs
10 approved by the Board will be granted comp time on an hour for hour basis.
11 The Superintendent will approve the number of hours of each program for
12 compensation.

13
14 Article VI

15 Transfer

16 A. Any classroom teacher who shall be transferred to a supervisory or
17 executive position and shall later return to a classroom teacher status shall
18 be entitled to retain such rights as a teacher as he/she may have had under
19 this Agreement prior to such transfer to supervisory or executive status.

20 B. When teachers are to be transferred for reasons of decreased
21 enrollment or elimination of position, consideration shall be given to the
22 length of time and to the quality of service which these employees have
23 rendered in the system.

24 C. The School and Association shall jointly maintain a seniority list
25 of Bark River-Harris teachers. Such list shall be made a part of this
26 contract and shall be updated by October 1 of each year.

27 Article VII

28 Teaching Conditions

29 A. It is recognized by the Board that the pupil-teacher ratio is an
30 important aspect of an effective educational program. Excluding music and
1 physical education, the maximum shall not exceed 30% of the figures listed.

1 The Board agrees to continue its efforts to keep class sizes at an acceptable
2 number as dictated by the financial condition of the district, by the size of
3 the building available, and the best interest of the District as deemed
4 administratively feasible.

5 B. Because the pupil-teacher ratio is an important aspect of an
6 effective educational program, the following guide shall be used. The parties
7 agree that class size should be lowered, whenever possible, not to exceed the
8 following maximum.

9 Kindergarten	20 pupils
10	
11 Elementary school grades	25 pupils
12	

13 The maximum class size per teacher in the secondary schools shall be
14 as follows:

15 English	25 Pupils
16 Social Studies	25 Pupils
17 Business	25 Pupils
18 General Education	25 Pupils
19 Typing	25 Pupils
20 Mathematics	25 Pupils
21 Industrial Education	25 Pupils
22 Science	25 Pupils
23 Drafting	25 Pupils
24 Language	25 Pupils
25 Homemaking	25 Pupils
26 Vocational Shop	25 Pupils
27 Driver Education	18 Pupils
28 Music	100 Pupils
29 Art	25 Pupils
30 Physical Education	40 Pupils

31 Art and drafting students in a classroom shall not exceed the total
32 number of work stations.
33

1 C. Each elementary teacher shall be responsible for the official
2 daily attendance record. The school shall issue report cards quarterly (four
3 times a year). The high school principal's office shall be responsible for
4 high school attendance records and for entering the attendance records on the
5 students' official files and report cards.

6 D. Teaching supplies shall be kept in the teachers' homeroom.
7 Teachers will, however, on a form distributed by the administration, make an
8 inventory of materials, books, and supplies in their room.

9 E. Teachers and administrators shall be responsible, when
10 promoting students in grades K-6, for assigning those students to a homeroom
11 for the following school year. Teachers and administrators shall try to
12 balance the number of students in each class, but will use professional
13 judgment in each assignment and consider such factors, but not limited to,
14 individual student's differences, mental ability, emotional stability, peer
15 relationships, and maximum group educational advantage. No student may be
16 changed from an assigned class except with the consultation of the student's
17 previous homeroom teacher and the administration. In the event of conflict
18 after the decision by the previous homeroom teacher and the administration,
19 the following procedure will take place. A committee made up of the Board
20 president, the superintendent, the principal, an elementary teacher not
21 affected by the process, and the president of the Bark River-Harris Education
22 Association will meet, listen to the rationale, and make a decision.

23 F. The administration will make reasonable attempts to implement
24 the following provision: Teacher Aides will be assigned to individual classes
25 according to class size and grade level as prescribed in the following manner:

26 Kindergarten	20 or more students	Full time teacher aide
	17-19 students	Two hours with an aide
		per day
	14-16 students	One and a half hours
		with an aide per day
31 Grades 1, 2, 3	25 students	Full time teacher aide
	20-24 students	Three hours with an
		aide per day
34 Grades 4, 5, 6	25 or more students	Full time teacher aide
	25-29 students	Two hours with an aide
		per day

12 No teacher shall be assigned an aide without the teacher's prior
13 written consent. When teachers and aides cannot work together harmoniously,
14 the aide will be transferred at the request of the teacher.

15 G. Teachers with teaching aides shall be responsible for directing
16 their aide so as to meet the educational objectives of the school district.

17 H. The Board shall furnish without charge a smock coat for the
18 home economics and industrial education teachers.

19 I. The Board recognizes that appropriate texts, library reference
20 facilities, maps and globes, laboratory equipment, audio-visual equipment, art
21 supplies, athletic equipment, current periodicals, standard tests and
22 questionnaires, and similar materials are the tools of the teaching
23 profession. The parties will confer from time to time for the purpose of
24 improving the selection and use of such educational tools and the Board will
25 undertake promptly to implement all joint decisions thereon made by its
26 representatives and the Association.

27 J. The Board agrees to keep school reasonably and properly
28 equipped and maintained.

29 K. Existing telephone facilities shall be made available to
30 teachers for their responsible use. No long distance calls may be charged to
31 the school district without permission of the building principal and/or
32 superintendent.

1 L. Adequate parking facilities shall be made available to teachers
2 for their exclusive use. Teachers shall in no way drive or park so as to
3 interfere with the safe and efficient operation of school owned vehicles.

4 M. The Board and the Association shall comply with the U.S. State
5 Civil Rights Laws in regard to hiring and treating teacher employees.

6 Article VIII

7 Medical Qualifications

8 A. Routine, regular, dental and/or medical checkups will not be
9 scheduled during the school day.

1 B. A teacher who has been absent for a nervous or mental condition
2 shall present evidence of capability of performing his duties as prescribed in
3 his/her individual contract signed by a registered physician.

4 C. Any teacher who has a nervous or mental disorder evident in the
5 classroom shall consult a physician and be suspended or retained upon said
6 physician's advice.

7 D. If a teacher is absent first (1st) or sixth (6th) hours for
8 medical or dental reasons, there will not be deductions from sick leave
9 providing his/her class can be covered by another teacher.

10 Article IX

11 Negotiations Procedure

12 A. Not less than ninety (90) days prior to the expiration of this
13 Agreement, the parties will begin negotiations for a new Agreement covering
14 wages, hours, terms and conditions of employment by the Board.

15 B. If the parties fail to reach an agreement in any such
16 negotiations, either party may invoke the mediation machinery of Act 379 of
17 the Michigan Employment Relations Commission.

18 C. It is recognized that no final agreement between the parties
19 may be executed without ratification by a majority of the membership of the
20 Association and Board, but the parties mutually pledge that representatives
21 selected by each shall be clothed with all necessary power and authority to
22 make proposals, consider proposals, and make concession in the course of
23 negotiations or bargaining, subject only to such ultimate ratification.

24 D. A teacher engaged during the school day negotiating in behalf
25 of the Association with any representative of the Board or participating in
26 any professional grievance negotiations with the Board, including arbitration,
27 shall be released from regular duties without loss of salary.

28 Article X

29 Leave of Absence

30 A. Teachers who are pregnant must notify the principal at least
31 two (2) months prior to the anticipated date of birth so a qualified
32 substitute teacher can be sought.

1 Teachers absent because of maternity will use accumulated sick
2 days. If a teacher's sick day accumulation is exhausted, or if a teacher
3 wishes an extended unpaid leave of absence for maternity reasons, the teacher
4 must request a maternity leave in writing. Such leave, up to one year, will
5 be granted by the Board and may be renewed at the discretion of the Board.

6 B. Military Leave. The Board shall grant a military leave of
7 absence in accordance with Act 145 of 1943, as amended.

8 C. Personal or Business Leaves. A teacher may apply for a one
9 year leave of absence, without compensation, for personal reasons and the
10 Board will grant said leave, provided it does not injure the program of the
11 school nor exceed one teacher in the district at one time.

12 D. Emergency Leave. Emergency leave shall be granted for the
13 following reasons: illness or death in the immediate family (immediate family
14 shall be interpreted as follows: spouse, child, sister, brother, parent,
15 grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law,
16 sister-in-law, brother-in-law of the employee). Emergency leave, up to three
17 (3) days per year, non-cumulative, shall be granted. Emergency leave due to
18 illness shall be interpreted to mean hospitalization of an immediate family
19 member who is gravely or seriously ill and requires the personal attention of
20 a physician, or the visitation of a terminally ill relative when called. It
21 shall not be considered appropriate to use emergency leave for routine
22 appointments to a physician. Emergency leave may be granted by the
23 superintendent for death of other close relatives or friends without loss of
24 pay.

25 E. Leave Days. At the beginning of each school year each teacher
26 will be credited with fifteen (15) leave days. In 1995-96, all prior unused
27 sick days and all prior unused personal days, to a maximum of six, will be
28 added to the above fifteen (15) leave days. A teacher may not use more than
29 seven (7) personal leave days in one year and no more than five (5) personal
30 days at any one time. In the 1995-96 school year a teacher may use a total of
31 ten (10) personal leave days. Unused leave days will accumulate from year to
32 year.

33 F. Association Days. Five (5) days will be provided to the
34 Association at absolutely no cost to the member and/or Association.

1 An additional five (5) days will be granted if the Association agrees to
2 reimburse the Board for the cost of the substitute teacher. There can be
3 only one Association member gone on any given day, unless special permission
4 has been granted by the superintendent.

5 G. Sick Leave Bank. A sick leave bank, administered by the
6 Association and the Administration, will be maintained in the following
7 manner:

8 1. The sick leave bank must be used by teachers for serious
9 illness and/or by teachers who have exhausted their sick leave due to serious
10 illness earlier in the school year. No teacher may use more than forty-five
11 (45) sick bank days in one year.

12 2. The sick leave bank will have a balance of ninety (90) days.

13 3. Replacement of sick days to the bank will be done as they are
14 used, by taking one sick day from each teacher, in an alphabetical order.
15 Once the alphabet has been exhausted, contributions will continue by returning
16 to the beginning of the alphabet. At the beginning of each school year,
17 contributions will continue at the point where they left off at the close of
18 the previous school year.

19 4. Requests for use of the sick leave bank will be made to the
20 superintendent. The superintendent and the Association president will decide,
21 jointly, the use of the bank.

22 H. Any teacher, whose personal illness extends beyond the period
23 compensated as described above, shall be granted a leave of absence without
24 pay for a period not to exceed one year, renewable at the discretion of the
25 Board. Upon direct return from leave, said teacher shall be assigned to the
26 same position, if available, or a substantially equivalent position.

27 I. Any employee who is injured shall receive such compensation and
28 expenses as are prescribed by the Workers' Compensation Law of the State.
29 Such compensation shall be supplemented with an amount sufficient to maintain
30 his regular salary for a period not to exceed his sick leave reserve. Such
31 reserve shall be charged only for that portion in excess of the compensation
32 payment.

33 J. A teacher absent from work because of mumps, scarlet fever,
34 measles, or chicken pox, shall incur diminution of sick leave for only one

1 half (½) the time absent.

2 K. Upon the recommendation of the Superintendent of Schools, the
3 Board may grant a sabbatical leave of up to two (2) semesters to a teacher who
4 has been employed at least seven (7) consecutive years in the system. The
5 sabbatical would be for the purpose of study, travel, and for such other
6 purpose as may be approved by the Board. Other sabbatical leaves shall be
7 considered as exceptional cases by the Board. A teacher on sabbatical leave
8 shall receive no compensation or benefits from the district during the period
9 of absence. A teacher who has been on sabbatical leave shall receive the
10 scheduled increment credit and/or adjustments in salary upon return to the
11 district to teach, and credit toward retirement the same as he/she would have
12 received had he/she occupied his/her regular assignment.

13 L. The number of teachers given sabbatical leave in any year shall
14 not exceed five percent of the total number of teacher instructional
15 employees. The number of leaves granted shall be distributed throughout the
16 system. If the number requesting sabbatical leave exceeds the number of such
17 leaves available as determined by the Board, the selection shall be based on:

- 18 1. The estimated value of the plan to the individual and the
19 school system.
- 20 2. The amount of seniority.
- 21 3. The length of time since the last sabbatical leave.

22 The employee upon return from sabbatical leave shall be restored to
23 his/her former position or to one of comparable status. He/she shall make
24 such reports of his/her activities as may be required by the superintendent.

25 M. Court Leave. Teachers who are required by law to serve on a
26 jury or subpoenaed to appear in court shall receive the difference between the
27 teacher's daily wage and court payment for each day he/she is engaged in such
28 activity.

1 Article XI

2 Annuities

3 A. The Bark River-Harris Board will make payroll deductions upon
4 written authorization from teachers for MEA or other annuities. Said
5 deductions will be sent by the Board to the proper department each month.
6

7 Article XII

8 Academic Freedom

9 A. The parties seek to educate young people in the democratic
10 tradition, to foster a recognition of individual freedom and social
11 responsibility, to inspire meaningful awareness of and respect for the
12 Constitution and the Bill of Rights, and to instill appreciation of the values
13 of individual personality. It is recognized that these democratic values can
14 best be transmitted in an atmosphere which is free from censorship and
15 artificial restraints upon free inquiry and learning, and in which academic
16 freedom for teacher and student is encouraged.

17 B. Academic freedom shall be guaranteed to teachers, and no
18 special limitations shall be placed upon study, investigation, presenting and
19 interpreting facts and ideas concerning man, human society, and physical, and
20 biological world and other branches of learning, subject only to accepted
21 standards of professional educational responsibility.

22 C. Freedom of individual conscience, association, and expression
23 will be encouraged, and fairness in procedures will be observed both to
24 safeguard the legitimate interests of the school and to exhibit by appropriate
25 examples the basic objectives of democratic society.

26 D. In the event a gross difference of opinion arises between
27 administration and teacher, the topic will be subject to review by the
28 parties involved.

29 E. Tenured teachers are not required to submit lesson plans. Each
30 teacher however, will have lesson plans for a "sub" in the event of the
31 teacher's absence. Emergencies will be dealt with on an individual basis.
32 (Note: If a teacher is absent and there are no available lesson plans at the
33 teacher's work site, it is expected that a teacher would either send

1 appropriate lesson plans to the school principal or secretary with another
2 teacher, family member, or friend. If this is not possible the teacher may
3 FAX or telephone in the lesson plans to the school principal or secretary to
4 fulfill the requirement of this section.)

5 F. Teachers who assign books for required reading may select from
6 books that are owned by the school, or are available from the State Library,
7 or have school approval.

8 Article XIII

9 Teacher Evaluation

10 A. When deemed necessary, the work performance of all teachers
11 shall be evaluated in writing. All teachers shall be evaluated according to
12 the Michigan Tenure Law, Act No. 4 of the Public Acts of the extra session of
13 1937, as amended through the regular session of 1994.

14 B. All monitoring or observation of the work performance of a
15 teacher shall be conducted openly and with full knowledge of the teacher.

16 C. A teacher shall at all times be entitled to have present a
17 representative of the Association when he/she is being reprimanded, or
18 disciplined for any infraction of discipline or delinquency in professional
19 performance. When a request for such representation is made, no action shall
20 be taken with respect to the teacher until such representative of the
21 Association is present. No warning that is subsequently written and/or placed
22 in the teacher's file and/or affects the teacher's evaluation shall be made
23 without the right of the Association to be present.

24 D. No teacher shall be disciplined, reprimanded, reduced in rank
25 or compensation, or deprived of any professional advantage without just cause.

26 E. Due process shall be granted to teachers in all matters
27 concerning their employment in the Bark River-Harris School District.

28 Article XIV

29 Cost of Living

30 The study of the feasibility of a cost of living clause shall be
31 considered in future contract negotiations.

15 Article XV

16 Professional Development

16 A. The parties support the principle of continuing education of
17 teachers, participation by teachers in professional organizations in the area
18 of their specialization, leaves for work on advance degrees or special
19 studies, and participation in community educational projects.

20 B. The Board agrees to provide, with the superintendent's
21 approval, the necessary funds for teachers who desire to attend select
22 professional conferences and Michigan Department of Education Curriculum
23 Committee meetings. Travel, meals, lodging, and registration fees shall be
24 deemed appropriate expenses of the Board, as well as the cost of the
25 substitute teacher needed to relieve the participant. A teacher attending
26 such conferences and meetings shall be granted sufficient leave time to attend
27 without loss of compensation. Teachers will, upon request, submit a written
28 report regarding such conference.

1 C. At the request of the Association, and with the Board's
2 approval, or on the Board's initiative, arrangement shall be made for after
3 school courses, workshops, conferences, and programs designed to improve the
4 quality of instruction. Every effort will be made to obtain people of the
5 highest qualification to participate in the presentation of such programs.
6 All teachers desiring to attend shall be allowed to do so.

7 D. The Board agrees to pay a sum up to \$10 per year per teacher
8 for dues for membership in one of the following recognized professional
9 education organizations of teachers in a participating curriculum subject area
10 or grade level in whose activities a teacher may participate.

- 11 1. Michigan Art Education Association
- 12 2. Michigan Audio-Visual Association
- 13 3. Michigan Association for Childhood Education
- 14 4. Michigan Counselors Association
- 15 5. Michigan Driver Education Association
- 16 6. Michigan Council for Exceptional Children
- 17 7. Michigan High School Coaches Association
- 18 8. Michigan Home Economics Section of the American
19 Vocational Association

- 1 9. Michigan Music Educators Association
2 10. Michigan Association of Health, Physical Education and
3 Recreation
4 11. Michigan Association of Public School Adult Educators
5 12. Michigan Association of School Librarians
6 13. Upper Peninsula Athletic Directors
7 and any other approved organization.

8 E. Professional days will be the responsibility of the teacher to
9 maintain the state mandated requirements through District or ISD approved
10 offerings. If the teacher chooses a professional development offering during
11 the school day, release time will be granted. If the offering is selected
12 outside the school day, the teacher will be compensated at the District's
13 substitute rate or stipends offered by ISD grants, i.e. weekends/summer
14 workshops.

15 Requirements:

16 1998-1999	2 Days or 12 hours
17 1999-2000	3 Days or 18 hours

18 The District will provide documents for verifying participation.

19 Article XVI

20 Protection of Teachers

21 A. Since the teacher's authority and effectiveness in his/her
22 classroom are undermined when students discover that there is insufficient
23 administrative backing and support for the teacher, the Board recognizes its
24 responsibility to give all reasonable support and assistance to teachers with
25 respect to the maintenance of control and discipline in the classroom. The
26 Board further recognizes that the teacher may not fairly be expected to assume
27 the role of warden or custodian for emotionally disturbed students nor to be
28 charged with responsibility for psychotherapy. When it appears to the teacher
29 and principal that a particular pupil requires the attention of special
30 counselors, and/or social workers, the Board will attempt reasonable steps to

1 relieve the teacher of responsibilities with respect to such pupils.

2 B. The parties recognize that children having special physical,
3 mental, and emotional problems may require specialized classroom experience
4 and their presence in regular classrooms may interfere with the normal
5 instructional program and place extraordinary and unfair demands upon the
6 teacher. The Board shall take advantage of any facilities provided by the
7 Intermediate Board.

8 C. Principals shall report to the superintendent and the police
9 all cases of assault suffered by teachers. In any reported assault case the
10 superintendent, at the request of the teacher will contact an attorney and the
11 attorney will:

- 12 1. Inform the teacher of his/her rights under the law in
13 connection with the assault, and
- 14 2. Assist the teacher by rendering legal service in protecting
15 the teacher's rights.

16 D. A teacher may exclude a pupil from one class when the grossness
17 of the offense, the persistence of the misbehavior, or the disruptive effect
18 of the violation makes the continued presence of the student in the classroom
19 intolerable. In such cases, the teacher will furnish the principal, as
20 promptly as his/her teaching obligations will allow, full particulars of the
21 incident. A student suspended from class for an indefinite period of time
22 will, accompanied by a parent or guardian, meet with the principal,
23 superintendent, the teacher, and the President of the Bark River-Harris
24 Education Association or his/her representative to review the situation before
25 readmittance to class.

26 E. Expulsion of students from school may be imposed only by the
27 Board or designated representative. School authorities will endeavor to
28 achieve correction of student misbehavior through counseling and interviews
29 with the child and his parents when warranted. When a teacher has one or more
30 pupils in class who constitute serious behavioral problems as determined by
31 the superintendent, principal, and teacher, appropriate recognition shall be
32 given by way of reduced class size, greater or more frequent relief periods,
33 or additional compensation as agreed between the Board and the Association.

34 F. If any teacher is complained against or sued as a result of any

1 action taken by the teacher while in pursuit of his/her employment, the Board
2 will provide legal counsel and render all necessary assistance to the teacher
3 in his/her defense, until the teacher is proven negligent.

4 G. If incurred while in the performance of his/her duties:

5 1. The Board will reimburse the teacher, for loss of personal
6 property which has been destroyed by the student if not
7 reimbursed by the student within the school year.

8 2. The Board will reimburse the teacher for the loss of
9 personal property not to exceed the (\$25,000) amount of
10 insurance coverage in case of disaster. A general
11 inventory list must be available.

12 H. No action will be taken on a complaint against a teacher until
13 the following steps have been taken:

14 1. Said teacher and the Association have been notified in
15 writing of the complaint.

16 2. The administration will meet to discuss and try to settle
17 the complaint.

18 3. If no decision is reached at Step 2, the teacher, with the
19 Association representative, shall meet with the Board
20 representation and the complainer(s) to settle the
21 complaint.

22 4. In case a decision cannot be reached at Step 3, the
23 teacher, with Association representation, shall appear
24 before the entire Board for a decision.

25 5. No record of complaints will be placed in the teacher's
26 personal file unless he/she is found guilty of said
27 charges.

28 I. Time lost by a teacher in connection with any incident
29 mentioned in this Article shall not be charged against the teacher, unless
30 he/she is proven negligent. Such incident will not in any way affect the
31 regular compensation of the teacher. No reduction of accrued sick leave will
32 be made under this Article.

1
2 Article XVII

3 Severance Pay

4 A. Effective July 1, 1998: The district agrees to pay to teachers,
5 when eligible for retirement, their unused leave days at the rate of \$165/day
6 up to a maximum of \$49,500.

7 *1st Year Eligibles* (as defined by MPSERS):

8 \$49,500, OR days accumulated @ \$165/day

9 *If first year eligibles elect to retire in the second year of eligibility,
10 the benefit would be reduced to 50% of the difference between the employee's
11 accumulated total leave time less \$35,000 (i.e. \$49,500 - \$35,000 = \$14,500
12 times 50%, or a \$7,250 reduction making the benefit \$42,250).

13 If first year eligibles elect to retire in the *third year of eligibility*, the
14 benefit becomes \$35,000.

15 Employees not reaching the maximum benefit would receive their actual days
16 accumulated at \$165 per day.

17 The benefit would be payable in three (3) annual installments.

18 This benefit is payable only if the following apply:

- 19 1. The teacher has been employed in the school district for
20 fifteen (15) years,
21 2. The teacher is not discharged for just cause.

22 B. The Board shall give terminal leave money to the heirs of
23 teachers with fifteen (15) or more years of service who die while employed at
24 Bark River-Harris. The heirs for the purposes of this clause, shall be the
25 same as the beneficiary(ies) designated in the teacher's term life insurance
26 policy through the school unless other beneficiary(ies) is (are) specifically
27 designated by the teacher in writing. The amount of money shall be the same

1 as provided to teachers whose death does not precede termination of employment
2 at Bark River-Harris.

3 *Those teachers who are currently eligible for retirement as of July 1, 1998,
4 will have until June 30, 1999, to be considered eligible under these
5 provisions as first year eligibles. If the teachers retire after June 30,
6 1999, their eligibility shall be determined on the basis of when the teacher
7 would have qualified under MPSERS.

8 Article XVIII

9 Reduction in Personnel and Annexations and
10 Consolidations of Districts

11 A. To the full extent permitted by law, this Agreement shall be
12 binding upon the Board and its successor personnel and upon any school
13 district into which this district shall be merged or combined.

14 B. In the event this district shall be combined with one or more
15 districts, the Board will use its best efforts to assure the continued
16 employment of its members in such reorganized district.

17 C. Should substantial and unforeseen changes in student population
18 or other conditions make necessary a general reduction in the number of
19 teachers employed by the Board, the Board will retain, as nearly as possible,
20 those teachers with permanent teaching certificates having the longest service
21 in the district. The Board will further use their best efforts to assist all
22 teachers terminated for lack of duty to secure employment in adjacent school
23 districts upon terms and conditions as nearly comparable as possible. Nothing
24 herein shall relieve the Board from fulfilling their terms of a contract with
25 a teacher.

26 D. In the event of consolidation or annexation of the Bark River-
27 Harris School District, the Board will make a necessary condition of
28 consolidation or annexation, the placing of all tenure teachers on tenure in
29 the new district.

30 E. In the event of declining enrollment or because of financial
31 reasons, it becomes necessary to reduce the teaching staff, the following
32 procedures will be followed:

- 33 1. The School Board will decide the necessary program cuts and

1 inform the administration and faculty.

- 2 2. The administration, with input and consultation from the
3 Association President, will schedule classes so the
4 teachers with the least seniority will be laid off first,
5 while eliminating those classes the Board wishes.
6 3. If the above is not possible, then the teacher with the
7 second least seniority or third least seniority will be
8 eliminated, while retaining the programs desired by the
9 Board.
10 4. The teacher eliminated will be laid off, unless that
11 teacher is certified to teach half or more of the classes
12 of a teacher with less seniority. The teacher will then
13 have the right to "bump" a teacher with less seniority
14 provided the teacher doing the bumping agrees to acquire
15 eight (8) more semester hours, in the area of certification
16 needed, within the next twelve (12) months. If the above
17 credits are not sufficient to acquire the necessary
18 certification, the teacher must agree to pick up another
19 eight (8) semester hours during the next twelve (12)
20 months. It is understood that once certification is
21 acquired in the area needed, no additional hours of credit
22 are mandated.

23 F. Recall of laid off teachers shall be in the inverse order of
24 layoff (i.e., those laid off last will be recalled first), provided, however,
25 that a teacher in order to be reassigned shall be certified and qualified as
26 herein set forth to teach the specific course he/she is being assigned. For
27 placement in a K-6 grade level elementary position, a teacher is qualified if
28 he/she has elementary certification. The District agrees that this
29 requirement shall be waived if the teacher has a minimum of one (1) year's
30 experience at the K-6 level within the last five (5) years of employment
31 within the district. Teachers, to be qualified for assignment to the 7th and
32 8th grade levels, shall have a minimum of six (6) semester hours of college
33 course work in that specific subject area pursuant to beginning that teaching

1 assignment. For placement in a secondary teaching area (9-12), a teacher is
2 qualified if he/she has a college minor. Laid off teachers who return to the
3 district shall inform the administration in writing annually. The Board shall
4 give written notice of recall from layoff by sending a registered or certified
5 letter to the affected teacher at his/her last known address. The teacher's
6 address as it appears on the Boards's records shall be conclusive when used in
7 connection with layoff, recall, or other notice to the teacher. If a teacher
8 fails to report to work within ten (10) days from date of receipt of the
9 recall, unless an extension is granted in writing by the Board, said teacher
10 shall be considered as a voluntary quit, and shall thereby terminate his/her
11 individual employment contract, except a teacher who cannot return to work
12 because of temporary contractual obligations, illness, or other reasons deemed
13 appropriate by the Board, shall be maintained on the seniority list in his/her
14 current position. This list of laid off teachers shall include all who have
15 been laid off from the Bark River-Harris School District. A copy of such list
16 shall be given to the BRHEA president annually and shall be a part of this
17 contract.

18 Article XIX

19 Professional Grievance Procedure

20 A. A claim by a teacher or the Association that there has been a
21 violation, misinterpretation, or misapplication of any provision of this
22 agreement or any rule, order, or regulation of the Board may be processed as a
23 grievance as hereinafter provided.

24 B. In the event that a teacher believes there is a basis for a
25 grievance, he/she shall first discuss the alleged grievance with his/her
26 building principal either personally or accompanied by his/her Association
27 representative.

28 C. If, as a result of the informal discussion with the building
29 principal, a grievance still exists, he/she may invoke the formal grievance
30 procedure on the form set forth in Article XX signed by the grievant and a
31 representative of the Association, which form shall be available from the

1 Association representative in each building. A copy of the grievance from the
2 grievant shall be delivered to the principal. If the grievance involves more
3 than one school building, it may be filed with the superintendent or a
4 representative designated by him/her.

5 D. Within three (3) school days of receipt of the grievance, the
6 principal shall meet with the Association in an effort to resolve the
7 grievance. The principal shall indicate his/her disposition of the grievance
8 in writing within three (3) school days of such meeting and shall furnish a
9 copy thereof to the Association.

10 E. If the Association is not satisfied with the disposition of the
11 grievance or if no disposition has been made within three (3) school days of
12 such meeting (or six [6] school days from the date of filing, whichever shall
13 be later), the grievance shall be transmitted to the superintendent. Within
14 five (5) days the superintendent or his/her designee shall meet with the
15 Association of the grievance and shall indicate his/her disposition of the
16 grievance in writing with three (3) school days of such meeting, and shall
17 furnish a copy thereof to the Association.

18 F. If the Association is not satisfied with the disposition of the
19 grievance by the superintendent or his/her designee or if no disposition has
20 been made within three (3) school days of such meeting (or six [6] school days
21 from the date of filing, whichever shall be later) the grievance shall be
22 transmitted to the Board by filing a written copy thereof with the secretary
23 or other designee of the Board. The Board, not later than its regular meeting
24 or two calendar weeks, may hold a hearing on the grievance, review such
25 grievance in executive session, or give such other consideration as it shall
26 deem appropriate. Disposition of the grievance in writing by the Board shall
27 be made no later than seven (7) days thereafter. A copy of such disposition
28 shall be furnished to the Association.

29 G. If the association is not satisfied with the disposition of the
30 grievance by the Board or if no disposition has been made within the period
31 above provided, the grievance may be submitted to binding arbitration before
32 an impartial arbitrator of the American Arbitration Association. The Board
33 and the Association shall not be permitted to assert in such arbitration
34 proceeding any ground or to rely on any evidence not previously disclosed to

1 the other party. The arbitrator shall have no power to alter, add to, or
2 subtract from the terms of this agreement. Both parties agree to be bound by
3 the award of the arbitrator and agree that judgment thereon may be entered in
4 any court of competent jurisdiction.

5 H. A mutually agreeable third party can be submitted for said
6 arbitrator. The third party will be cloaked with all power of an arbitrator.
7 If after one week a third party cannot be agreed upon, an arbitrator from the
8 American Arbitration Association will be called. Cost of arbitration will be
9 shared on a 50-50 basis.

10 I. The time limits provided in this Article shall be strictly
11 observed but may be extended by written agreement of the parties. In the
12 event a grievance is filed after May 15th of any year and strict adherence to
13 the time limits may result in hardship to any party, the Board shall use its
14 best efforts to process such grievance prior to the end of the school term or
15 as soon thereafter as possible.

16 J. If an individual teacher has a personal complaint which he/she
17 desires to discuss with a principal, he/she is free to do so without recourse
18 to the grievance procedure. However, no grievance shall be adjusted without
19 prior notification to the Association and opportunity for an Association
20 representative to be present, nor shall any adjustment of a grievance be
21 inconsistent with the terms of this agreement. In the administration of the
22 grievance procedure, the interests of the teachers shall be the sole
23 responsibility of the Association.

24 K. Miscellaneous

25 1. During the pendency of any proceeding and until
26 determination has been reached, all grievance proceedings shall be private;
27 any preliminary disposition will not be made public without the agreement of
28 all parties, except the Board's decision and the minutes of the Board
29 required by law to reach said decision.

30 2. All documents, communications, and records during the time
31 of and dealing with the processing of a grievance shall be filed separately
32 from the personal files of participants. Upon completion of any grievance
33 procedure, all records not placed in the teacher's permanent file will be
34 destroyed.

1 Article XX

1 Professional Grievance Report

2 Bark River-Harris School District

3 School _____ Grievance Number: _____

4 Date of Violation: _____

5 Date of Grievance: _____

6 Subject to the provisions of the professional negotiations agreement between
7 the Board and the Association, I hereby authorize the representative or
8 representatives of the Association recognized by the Board as my collective
9 bargaining representative to process this request or claim arising therefrom
10 in this or any other stage of the professional grievance procedure, including
11 arbitration, or to adjust or settle the same.

12 Signature of Grievant _____

13 Signature of Association Representative _____

14 Date _____

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16 STATEMENT OF GRIEVANCE:
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1 REMEDY REQUESTED: (use additional paper if necessary)

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33 Approved for processing: _____

(Signature of grievant - Use reverse side if more than one)

34 Date: _____

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Principal's Disposition:

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_____ Date _____
Signature of Principal
Association's Disposition: _____ Satisfactory _____ Unsatisfactory
Date: _____

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Superintendent's Disposition:

Superintendent Signature: _____ Date: _____

Association's Disposition: _____ Satisfactory _____ Unsatisfactory

Date: _____

1 Board's Disposition:

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Signature of Board President: _____ Date: _____

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Association's Disposition: _____ Satisfactory _____ Unsatisfactory

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Date: _____

1 Arbitrator's Disposition:

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Signature of Arbitrator: _____ Date: _____

Article XXI

Salary Schedule

A. Degree teachers salary schedule

1998 - 1999

1999 - 2000

STEP	INDEX	B.A.	M.A.	B.A.	M.A.
0	1.00	\$26,623.03	\$29,284.96	\$27,421.72	\$30,163.51
1	1.05	\$27,954.18	\$30,749.21	\$28,792.81	\$31,671.68
2	1.10	\$29,285.33	\$32,213.46	\$30,163.89	\$33,179.86
3	1.15	\$30,616.48	\$33,677.70	\$31,534.98	\$34,688.04
4	1.20	\$31,947.63	\$35,141.95	\$32,906.07	\$36,196.21
5	1.25	\$33,278.79	\$36,606.20	\$34,277.15	\$37,704.39
6	1.30	\$34,609.94	\$38,070.45	\$35,648.24	\$39,212.56
7	1.35	\$35,941.09	\$39,534.70	\$37,019.32	\$40,720.74
8	1.40	\$37,272.24	\$40,998.94	\$38,390.41	\$42,228.91
9	1.45	\$38,603.39	\$42,463.19	\$39,761.59	\$43,737.09
10	1.50	\$39,934.54	\$43,927.44	\$41,132.58	\$45,245.26
11	1.55	\$41,265.69	\$45,391.69	\$42,503.67	\$46,753.44
12	1.60	\$42,596.84	\$46,855.94	\$43,874.75	\$48,261.61

B. The M.A. base shall be 10% above the B.A. base.

C. Longevity steps of five percent (5%) each will be given to teachers for experience in the Bark River-Harris school district after the 15th, 20th, 25th, 30th, and 35th year. In addition, up to three (3) years of U.S. Military experience shall count toward longevity.

D. The Board shall pay, in full, the teachers contribution to the Michigan Public Employees Retirement Fund.

E. Teachers will be paid in twenty-six (26) equal payments. Up to fifty percent (50%) of the staff, upon request, can receive their summer pay checks in a lump sum in early June.

F. Years of Experience Determination:

1. Degree Teaching Experience

a. A teacher will receive full credit for up to five (5) years of degreed teaching experience outside of Bark River-Harris for all new teachers hired after July 1, 1972.

1 b. A teacher will not be given credit for more than five (5)
2 years for total experience, including military service.

3 2. Non-degree Teaching Experience

4 a. A teacher may receive credit for up to, but not more than,
5 five (5) years of teaching experience done without a
6 degree, whether done in or out of the Bark River-Harris
7 system.

8 b. By combining provisions of section 1a and 2 of this
9 schedule as herein described, a teacher may not accumulate
10 more than five (5) years.

11 G. A teacher beginning at Bark River-Harris will receive full
12 credit for military experience served in any branch of the U.S. Armed Forces
13 for up to, but not exceeding three (3) years.

14 H. Non-degree teachers will not be employed by the Board until all
15 efforts have been made to hire a degreed teacher. When such non-degree
16 teachers are hired, the following schedule will be used as a base salary.

17 60 - 89 hours	\$1,000 below base
18 90 - 100 hours	800 below base
19 101 - 110 hours	700 below base
20 111 - 120 hours	600 below base
21 121 - 130 hours	500 below base

22 I. Professional Growth: A teacher who has earned more than
23 fifteen (15) semester hours of graduate credit, after receiving a B.A. or B.S.
24 degree, will have his salary adjusted at the rate of \$30 per semester hour
25 above fifteen (15) hours, to a total of thirty-one (31) semester hours or a
26 total of \$480. Teachers hired after September 1, 1981, will have their salary
27 adjusted for all hours above eighteen (18) semester hours to thirty-one (31).

28 a. Teachers may be required to perform extra services outside of
29 the above stated school day, at the hourly rate of the teacher,
30 arrived at by dividing the annual salary by 1350 hours.

31 b. Employees currently teaching Driver Education will be paid at a
32 rate of \$25 per hour. New driver education teachers will be
33 paid at a rate of \$17 per hour.

J. Supplementary Salary Schedule

CHEERLEADER ADVISORS

Years of Experience	Athletic Director	Varsity	Junior Varsity	Junior High
1	\$2,123	\$1,066	\$ 426	\$ 640
2	2,281	1,141	456	685
3	2,430	1,215	486	730
4	2,580	1,290	515	774
5	2,729	1,364	545	819
6	2,878	1,439	575	864
7	3,027	1,514	605	909
8	3,177	1,588	635	954
9	3,326	1,663	665	998
10	3,475	1,738	694	1,043
11	3,624	1,812	724	1,088
12	3,774	1,887	754	1,133

FOOTBALL

Years of Experience	Varsity Football	Assistant Var F-Ball	Years of Experience	Jr Varsity Football	Asst Jr Var Football
1	\$1,972	\$1,503	1	\$1,067	\$ 533
2	2,110	1,608	2	1,142	570
3	2,248	1,713	3	1,216	608
4	2,386	1,819	4	1,291	645
5	2,524	1,924	5	1,366	682
6	2,662	2,029	6	1,440	720
7	2,800	2,134	7	1,515	757
8	2,938	2,239	8	1,590	794
9	3,076	2,345	9	1,665	831
10	3,214	2,450	10	1,739	869
11	3,352	2,555	11	1,814	906
12	3,490	2,660	12	1,889	943

BASKETBALL (BOYS AND GIRLS SEPARATE)

Years of Experience	Varsity Basketball	Jr Varsity Basketball	Freshmen Basketball	8th Grade Basketball	7th Grade Basketball
1	\$2,078	\$1,279	\$ 853	\$ 799	\$ 745
2	2,223	1,369	913	855	797
3	2,369	1,458	972	911	849
4	2,514	1,548	1,032	967	901
5	2,660	1,637	1,092	1,023	954
6	2,805	1,726	1,152	1,079	1,006
7	2,951	1,816	1,211	1,135	1,058
8	3,096	1,906	1,271	1,191	1,110
9	3,242	1,995	1,331	1,246	1,162
10	3,387	2,085	1,390	1,302	1,214
11	3,533	2,174	1,450	1,358	1,267
12	3,678	2,264	1,510	1,414	1,319

1 *Volleyball Coaching Salaries:*

2	Years of	Varsity	Junior
3	Experience		Varsity
4	1	\$ 853	\$ 746
5	2	913	798
6	3	972	850
7	4	1,032	921
8	5	1,092	955
9	6	1,152	1,007
10	7	1,211	1,059
11	8	1,271	1,112
12	9	1,331	1,164
13	10	1,390	1,216
14	11	1,450	1,268
15	12	1,510	1,320

16
17 *TRACK & GOLF (BOYS AND GIRLS COMBINED)*

18	Years of	Varsity	Jr High	Ass't Jr High	Golf
19	Experience	Track	Track	Track	
20	1	\$ 853	\$ 746	\$ 426	\$ 613
21	2	913	798	456	656
22	3	972	850	486	699
23	4	1,032	921	515	742
24	5	1,092	955	545	785
25	6	1,152	1,007	575	828
26	7	1,211	1,059	605	870
27	8	1,271	1,112	635	913
28	9	1,331	1,164	665	956
29	10	1,390	1,216	694	999
30	11	1,450	1,268	724	1,042
31	12	1,510	1,320	754	1,085

32 *All below based upon a percentage of B.A. base in effect for current year.*

33	Yearbook Advisor	6.0%
34	Junior/Senior Advisor	1.5%
35	Freshman/Sophomore Advisor	0.75%

1 *Band Director*

2 The band director will be paid the following for each activity and/or
3 event worked:

4	Homecoming	\$ 50
5	Football parents' night	\$ 50
6	Christmas parade	\$ 50
7	Christmas concert	\$ 00
8	Solo & Ensemble	\$150 each day
9	Spring concert	\$ 00
10	Baccalaureate	\$ 50
11	Commencement	\$ 50
12	Memorial Day Parade	\$ 50
13	4th of July Parade	\$ 50

14 All other paid band director events must be approved by the
15 superintendent.

16 K. A traveling expense allowance of \$0.24 per mile will be paid to any
17 teacher who must use his/her own car for school connected travel, with prior
18 approval of the superintendent, except travel to and from his/her regular
19 classroom assignment. Teachers will be allowed up to \$4 for breakfast, \$7 for
20 lunch, and \$15 for dinner when on school connected travel.

1 Article XXII

2 Insurance

3 A. Teachers' insurance needs for complete medical coverage for
4 themselves and their families vary completely. The Board shall pay an amount
5 equivalent to MESSA full family, Super Care I health insurance with a five
6 dollar (\$5) co-pay, per month, per teacher, toward the MESSA health insurance
7 program and/or any annuity program presently allowed by the Board. The Board
8 shall reimburse each teacher who takes the health insurance the deductible
9 amounts they have paid up to one hundred dollars (\$100). Single subscribers
10 would receive an amount up to fifty dollars (\$50). Deductible dollars will be
11 paid twice a year annually, in June and December.

12 B. Pursuant to Section 125 of the Internal Revenue Code, each bargaining
13 unit member for whom such contributions are made shall retain all
14 nonforfeitable rights and full control over the tax-deferred annuity plan.

15 The maximum benefits calculation for an annuity will be 72% of \$550.

16 In lieu of health insurance, the employee shall receive in cash an amount set
17 forth below. Such cash may be contributed to a TSA plan as allowed by federal
18 law.

- 19 1. Member only (SS) and 65% of the difference (\$550 cap)
20 2. ES/EC and 100% of the difference (\$550 cap)
21 3. 72% of \$550 if the employee opts to take no health insurance

22 EXAMPLE (1998-99)

- 23 1. Member only (SS) $\$550 - \$230 = \$319.10 \times .65 = \207.42
24 2. ES/EC $\$550 - \$516.25 = \$33.75 \times 1 = \33.75
25 3. FF Health Insurance (no annuity)
26 4. No Health $\$550 \times .72 = \396

27 Each teacher may elect to take health insurance and/or options and/or
28 annuity.

29 New teachers hired during the term of this contract shall receive health
30 insurance only. After three (3) consecutive years of employment, the teacher
31 may choose an annuity in lieu of health insurance at a rate of no more than
32 \$225 per month.

1 Beginning in January, 1999, the district and association will appoint two
2 people to meet with the Superintendent to discuss the procedures and effect
3 for eliminating dual benefits, i.e. health and cash beginning in the year
4 2000-01.

5 C. The Board through MESSA shall provide, at no cost to the teacher,
6 \$50,000 of life insurance, with accidental death and dismemberment, payable to
7 the teacher's designated beneficiary.

8 D. The Board, through MESSA shall provide without cost to each teacher,
9 long term disability that will include benefits payable after 180 days of
10 disability at 60% of the individual teacher's annual salary at the time of
11 disability. Benefits shall be payable to age 65 or until termination of
12 disability, whichever occurs first.

13 E. The Board through MESSA shall provide without cost to each teacher
14 and his/her eligible dependents, Dental Care Plan D, with 0-4 orthodontic
15 benefits (60/60/60) including Internal and External Coordination of Benefits
16 (COB).

17 F. The Board shall make payment of insurance premiums for each employee
18 to provide insurance coverage for the full twelve (12) month period,
19 commencing September 1st and ending August 30th.

20 G. When necessary, insurance premiums in behalf of the teacher shall be
21 made retroactively or prospectively to assure uninterrupted participation and
22 coverage. This pertains only to new teachers coming from outside the State of
23 Michigan.

24 H. In the event that an employee, absent because of illness or injury,
25 has exhausted sick leave accrual, the teacher's fringe benefits, shall
26 continue throughout the balance of the school year.

27 I. The Board, through MESSA, shall provide, without cost to each teacher
28 and his/her eligible dependents, VSP III vision insurance. The insurance will
29 become effective July 1, 1996.

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Article XXIII

Miscellaneous Provisions

A. All individual teacher contracts shall be made expressly subject to terms of this Agreement which covers the same school year as the individual teacher contract.

B. The provisions of the agreement shall be incorporated into and considered part of the established policies of the Board.

C. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

D. The 1999-2000 school calendar will be similar to the 1998-99 calendar. The final calendar will be determined by the Board and the Association.

E. Mentor Teachers. A mentor teacher shall be defined as a Master Teacher, a college professor, or a retired Master Teacher as identified in section 1526 of the School Code, as in affect or as amended, and shall perform the duties of a Master Teacher as specified in the code.

Each teacher in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher in a joint decision by the Association and an individual who can offer assistance, resources and information in a non-threatening collegial fashion.

1. A Mentor Teacher shall be assigned in accordance with the following:

- a) Participation as a Mentor Teacher shall be voluntary.
- b) The District shall immediately notify the Association of those members requiring a mentor assignment or any affected member whose classroom assignment has changed.
- c) The assignment of the Mentor Teacher shall be finalized within ten (10) work days after the notification.
- d) Every effort shall be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
- e) Mentees shall only be assigned to one (1) Mentor teacher at one time.

1 f) The mentor Teacher assignment shall be for one (1) year
2 subject to review by the Mentor Teacher and Mentee at the
3 end of each semester. The appointment may be renewed in
4 succeeding years.

5 Because the purpose of the mentor/mentee match is to acclimate a teacher
6 and to provide necessary assistance toward the end of quality instruction, the
7 Board and the Association agree the relationship shall be confidential, except
8 as required by law, and shall not, in any fashion, be a matter included in the
9 evaluation of the other. Further, the Mentor Teacher shall not testify as a
10 witness in any grievance or administrative hearing involving the Mentee nor
11 shall the Mentee testify as a witness in any grievance or administrative
12 hearing involving the Mentor Teacher.

13 Where possible the Mentor Teacher and Mentee shall be assigned common
14 preparation time(s), if applicable.

15 Mentees shall be provided with such professional development induction
16 into teaching as required by law.

17 Mentor Teacher shall be compensated at the rate of \$500 per year.

18 Upon notification to the Association and Administration of a severe
19 personality conflict between the mentor and mentee, a replacement mentor will
20 be found.

21 INTERACTIVE TELEVISION

22 A. In the event a two-way interactive television system is considered as
23 a part of the district's curriculum program, the Board and the Association
24 shall meet to determine working conditions and compensation for any bargaining
25 unit member involved, unless a joint area wide agreement is reached in which
26 case that agreement will become part of this master agreement.

27 B. Two-way interactive television participation will be voluntary.

28 C. No bargaining unit member will suffer loss of employment or
29 compensation as a result of the implementation of such a system, nor will any
30 bargaining unit position(s) be eliminated.

31 D. No bargaining unit member will be evaluated on his/her participation

1 or non-participation in two-way interactive television. However, if a
2 bargaining unit member voluntarily participates, the quality of his/her
3 performance is subject to evaluation.

4 Article XXV

5 Reopener Clause

6 This agreement shall constitute the full and complete commitments between both
7 parties and may be altered, changed, added to, deleted from, or modified only
8 through the voluntary mutual consent of the parties in written and signed
9 amendment to this Agreement.

Duration of Agreement

This agreement shall be effective as of July 1, 1998, and shall continue in effect until the 30th day of June, 2000. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

By _____

President

By _____

President

BARK RIVER-HARRIS SCHOOLS

1998-1999 CALENDAR

WEEK	STUDENT DAYS		
August	26-28	2.5	Aug 26, 1998 ½ Day P.M. Only
August	31-September	4	
September	07-11	4.0	Labor Day: 09-07-98
	14-18	5.0	
	21-25	5.0	
September	28-October	2	
October	05-09	5.0	
	12-16	5.0	
	19-23	5.0	
	26-30	5.0	End of Marking Period - 46½ Days
<hr/>			
November	02-06	5.0	P/T Conf: 11-04-98; 12:30-5:45 P.M.
	09-13	5.0	
	16-20	4.0	Hunting Day - 11-16-98
	23-27	3.0	Thanksgiving, Nov 26-27, 1998
November	30-December	4	
December	07-11	5.0	
	14-18	5.0	
	21-25	2.0	Christmas Vacation Dec 23-Jan 1
December	28-January	1	Christmas Vacation
January	04-08	5.0	
	11-15	5.0	End of Marking Period - 44 Days
<hr/>			
January	18-22	5.0	
	25-29	5.0	
February	01-05	5.0	
February	08-12	5.0	
	15-19	5.0	
	22-26	5.0	
March	01-05	5.0	
	08-12	5.0	
	15-19	5.0	
	22-26	5.0	End of Marking Period - 50 Days
<hr/>			
March	29-April	02	Spring Break
April	05-09	5.0	
	12-16	5.0	
	19-23	5.0	
	26-30	5.0	
May	03-07	5.0	
May	10-14	5.0	
	17-21	5.0	Baccalaureate
	24-28	4.5	Graduation
End of School - 39½ Days			

Total Days in Attendance: 180.0

The days of P/T conferences students will be dismissed at or about noon.

BARK RIVER-HARRIS SCHOOLS

ARTICLE XXVII

SENIORITY LIST

SEPTEMBER 1, 1998

1	Blewett, Paul.....	1/63
2	Maynard, Bernard.....	1964-1965
3	DeBakker, Thomas.....	1965-1966
4	Woolford, William.....	1969-1970
5	Bone, Kittie.....	1970-1971
6	Totten, Penelope.....	1970-1971
7	Sovey, Jean.....	1972-1973
8	Barra, Patricia.....	1973-1974
9	Hafeman, Barbara.....	10/73-74
10	LaFave, Mary.....	1974-1975
11	Beck, Carol.....	1975-1976
12	Nelson, Debra Hester.....	1976-1977
13	Erva, Karen.....	1979-80-81; 10-82
14	Bergman, Mary.....	2/80; 8/81-82
15	Derouin, Christine.....	10/78-79; 6/84-85
16	Kwarciany, Dale.....	7/26/84-1985
17	Ray, Mark.....	7/26/84-1985
18	Richards, Maureen.....	8/14/84-1985
19	Reynolds, Paula.....	8/29/84-1985
20	Bartoszek, Linda.....	6/09/87
21	Livingston, Sue.....	6/09/87
22	DuBois, Lynn.....	6/09/87
23	Gonsowski, Diane.....	8/11/87
24	Belanger, Connie.....	8/22/88
25	Bilski, James.....	8/26/91
26	Carlson, Colleen.....	8/26/91
27	Aerts, Priscilla.....	11/25/91
28	Johnson, Scott.....	8/31/92
29	Mariin, Lynn.....	8/31/92
30	Konkel, Carol.....	8/31/92-93; 8/29/94-95
31	Sundquist, Gerald.....	9-05-95
32	Pierce, Patricia.....	8-26-98

