

4378

8/31/99

CONTRACTUAL AGREEMENT
between
BEAVER ISLAND COMMUNITY SCHOOL BOARD
and
BEAVER ISLAND EDUCATION ASSOCIATION
1998-1999

This agreement entered into this first day of September, 1998, by and between the Beaver Island Community School Board of Education, hereinafter called the "Board," and the Beaver Island Education Association-MEA-NEA, hereinafter called the "Association."

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Beaver Island Community School is their mutual aim, and

WHEREAS, the Board has the statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel, including personnel on tenure and on probation, classroom teachers. Excluded are the principal and other employees.

ARTICLE II - BOARD RIGHTS AND RESPONSIBILITIES

Section A - The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred on the Board and vested in it by the laws and Constitution of the State of Michigan, and the United States.

Beaver Island Community School

Section B - The exercise of its powers, rights, authority, duties and responsibilities conferred on the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and the laws of the State of Michigan, and the United States.

Section C - The Board specifically reserves the right of the free communication with any and all of its employees for the purpose of evaluating the functions and accomplishments of the school system.

Section D - The District has the right to the executive management and the administrative control of the school system and its properties and facilities, except as indicated elsewhere by the specific and express terms of this agreement.

Section E - The Board reserves the right to hire, promote, discharge for cause, and to maintain discipline, competence, and efficiency of employees. Further, establishing the educational program, curriculum, organization and structure of the school of the District, construction of school facilities, new teaching techniques, textbooks, and instructional materials, prescribed courses of study, and the means of providing a comprehensive program to the residents of the District are the responsibility of the Board. The Board has these rights except to the extent such rights are limited by the specific and express terms of this Agreement.

ARTICLE III - ASSOCIATION AND TEACHER RIGHTS

Section A - Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all teachers shall have the right freely to organize, join and support the Association for the purpose of engaging in statutory collective bargaining. The Board further agrees that it will not discriminate against any teacher with respect to hours, wages or any terms and conditions of employment by reason of his membership in the Association or collective bargaining with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment. No religious or political activities of any teachers or the lack thereof shall be the grounds for any discipline or discrimination with respect to the professional employment of the teacher provided the same does not occur during the hours of duty. The private and personal life of any teacher shall not be the subject of any disciplinary action by the Board or its agents as long as it does not affect his/her teaching effectiveness.

Section B - The Association, its members and duly authorized representatives of the MEA and NEA will have the right to use school buildings and transact official local Association business. The employer will honor reasonable requests for building usage from the Association. In exercise of this right the local Association shall schedule its meetings with the Principal and shall not displace any previously scheduled events or classes, and shall not interfere with or interrupt normal school operations.

Section C - Any complaint made against a teacher which is written and placed in the teacher's personnel file shall first be offered to the teacher to be initialed and dated by the teacher. A teacher shall have a right to inspect this file. A teacher will have the right to review the contents of all records, excluding initial references from job application screening, of the district pertaining to said teacher originating after initial employment and to have a representative of the Association accompany him/her in such review.

Section D - A teacher shall be notified, prior to complaints or other material originating after initial employment, being included in his/her personnel file. The teacher may submit a written notation regarding any such material, including written complaints and the same shall be attached to the file copy of the material in question. When a teacher is asked to sign material to be placed in his/her file such signature shall indicate his/her awareness of the material and does not necessarily mean agreement with its content. No complaint will be included in the teacher's personnel file, or used in any disciplinary action unless the teacher has been informed of the complaint and the identity of the complainant is made known to the teacher.

Section E - If any material within the teacher's personnel file is found to be improper as defined in Article III, Sections A through D, incorrect, or illegal such material shall be corrected or expunged, whichever is appropriate. Material of a negative nature, excluding evaluations, shall be removed after three (3) years at the teacher's request provided that a similar incident has not occurred during that time. If the teacher requests removal of this material, all other material accumulated during that same time frame, with the exception of the evaluation, certification papers and other objective material, will also be removed.

Section F - Nothing herein shall be construed to deny or restrict any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations, except to the extent that those rights are limited by this Agreement. The rights provided to teachers elsewhere shall be deemed independent from those set forth in this agreement.

ARTICLE IV - PROFESSIONAL COMPENSATION

Section A - Professional growth of the teaching staff is very important to the school district. The following plan is intended to foster professional growth.

- I. College Coursework Reimbursement
 - A. The district will pay for approved credits using the following guidelines:
 1. The district will reimburse the teacher for 75 percent of tuition and books up to a maximum of three hundred (\$300.00) dollars per contract year.
 2. The course(s) must be approved by the administration as being applicable to the teaching assignment.
 3. Receipts and transcripts must be provided to the administration before reimbursement can be made.
 4. The teacher must still be in the employment of the district to receive reimbursement.
 - B. Transcripts or proof of satisfactory completion should be provided to the administration prior to the start of a new school year.

Section B - The salaries of teachers covered by this Agreement are set forth in Schedule A of the Appendix which is made a part of this Agreement.

Section C - The Board recognizes that professional meetings are enriching experiences. Teachers may submit requests to attend professional meetings to the administrator for approval. Approval and necessary expenses will be granted subject to budget, educational value, and/or relevance to teacher's stated objectives on evaluation. The board will cover the cost of coursework it requests the teacher to pursue.

Section D - The professional hourly rate of any teacher shall be \$18.00 per hour. The teacher shall be paid this established hourly rate, in addition to his/her base salary, for all assigned time spent after the regular teacher work day where attendance is not voluntary, but required. The exception to this is as follows: the administration may call two required meetings per month on days to be agreed upon by both parties. Each meeting shall start no later than 3:30 p.m. and end no later than 4:30 p.m.

ARTICLE V - INSURANCE PROTECTION

Section A - The Board shall provide without cost to the bargaining unit member the following coverage contained within a MESSA Pak: MESSA Super Care 1, VSP III, MESSA Term Life at \$20,000.00 (AD&D), Delta Dental E, and MESSA Long Term Disability (LTD) Insurance (Plan 2, 66 2/3%, 90 Calendar Day Modified Fill - \$3,000.00 monthly maximum on benefits) to each full-time teacher. (Part-time teachers over 15 hours per week shall not be included in the Pak and shall apply their pro-rated portion of the premium toward their choice of insurance options on an ala carte basis--amounts in excess of the Board subsidy shall be the responsibility of the part-time teacher) and his/her immediate family, as defined by MESSA, for a full twelve month period. The Board shall pay the deductible amounts (fifty (\$50.00) per individual, one hundred (\$100.00) dollars per family and one dollar and fifty cents (\$1.50) per prescription) and prescription co-pay required by MESSA Super Care 1 upon presentation of proof in the form of receipts from pharmacies, providers, or MESSA worksheets offered by member that such deductible/co-pay has been incurred. Such proof shall be offered at least five (5) days prior to regularly scheduled board meetings, with reimbursement to be made within five (5) days thereafter. The board shall sign a participation agreement. An open enrollment period shall be provided at the commencement of the school year for the teachers.

The MESSA Pak will be configured as follows:

Plan A - For Employees Electing MESSA Health Insurance:

| | |
|--|--|
| <u>Health</u> | Super Care 1 (includes \$5,000.00 AD&D Basic Term Life) |
| <u>Negotiated Long Term Disability</u> | 66 2/3% \$3,000.00 Monthly Maximum Benefit 90 Calendar Day Modified Fill Pre-existing Condition Waiver Freeze on offsets Alcoholism/Drug Addiction - Same as any other illness Mental/Nervous Condition - Same as any other illness. |
| <u>Negotiated Life</u> | Two Year Own Occupation \$20,000.00 with AD&D |
| <u>Vision</u> | VSP - 3 |
| <u>Delta Dental</u> | 80/80/80: \$1,300 \$1,000 Maximum for Class 1 & II |

Plan B - For employees not Electing Health Insurance:

Negotiated Long Term Disability 66 2/3%

\$3,000 Monthly Maximum Benefit
90 Calendar Day Modified Fill
Pre-existing Condition Waiver
Freeze on Offsets
Alcoholism/Drug Addition - Same as any other illness.

Negotiated Life

Two Year Own Occupation

Vision

\$20,000.00 with AD&D

Delta Dental

VSP - 3

80/80/80: \$1,300 \$1,000 Maximum for Class 1 & II

ARTICLE VI - TEACHING HOURS, TEACHING LOADS, AND ASSIGNMENT

Section A - The work day for the teachers shall be from 8:15 a.m. until 3:15 p.m. or as otherwise needed to meet the requirements imposed by law as referenced in Section E below. Teachers will be at their teaching stations at 8:20 a.m. In cases of early dismissal, teachers will be released at the same time as the students. Each full-time teacher will be provided an average of five (5) hours (class periods) of preparation time weekly.

Section B - The teacher's preparation period is for the performance of tasks related to their specific teaching assignment. Teachers are expected to be in the building or on the grounds during this time.

Section C - All teachers are entitled to a duty free lunch period.

Section D - Any additional assignments may not be made in the excess of the provisions of Section A without the consent of the teacher.

Section E - Both parties agree to increase the number of contracted teacher workdays to 188 during the school year 1998-99. The two additional days will be used for laptop technology training.

Section F - Recognizing that the district continually asks its teachers to develop their professional skills, the district wishes to provide the teachers with the technology and training they need to build their confidence, competence and commitment to teaching and learning in the information age.

To this end The Board will provide for each teacher's exclusive use, an efficient up-to-date laptop computer equipped with the technology to connect the teacher to the BICS local area network and internet access including home phone connection. The parties agree that two additional professional development days for the school year 1998-99 are to be scheduled after all of the above is in place. These two days, laptop technology training days, increase the total of teacher workdays to 188 for the school year 1998-99.

ARTICLE VII - TEACHING CONDITIONS

Section A - The teachers and Principal shall confer from time to time for the purpose of improving the selection and use of such educational tools as deemed necessary. Teachers are encouraged to make recommendations to the Principal. Teachers shall be provided with a room/program budget and their tentative teaching assignments for the following year by June 1. Teachers shall submit their requisitions for the following year by June 15. The principal shall return the requisition form indicating what has been ordered from the various vendors by June 30. If any of the items requisitioned are not to be approved, the principal shall meet with the teacher prior to June 30 to explain the reasons therefore and work out mutually acceptable alternatives.

Section B - The Board shall make available at least one room which shall be reserved for use as a faculty room in which teachers may confer, work on class preparation, or otherwise discuss school matters.

Section C - The telephone facilities will be made available to teachers. The cost of personal long distance calls is the responsibility of the teacher.

Section D - Pertinent information about a student's health or learning problems can be found in child's folder which is available to teachers seeking such information unless restricted by law.

Section E - Any action including an assault upon a teacher should be promptly reported by the teacher to the Board or its designated representatives. Any disciplinary action taken by a teacher shall be subject to administrative review. The teacher may seek assistance from the Principal in the event of doubt of the disciplinary action to be meted out. The Board recognizes its responsibility to give all reasonable support and assistance to the teachers with respect to the maintenance of control in the classroom.

Whenever a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons the Board will take steps to make available professional support to assist the teachers with their responsibilities to such pupils.

Section F - The Board, in conjunction with the Administration, shall promulgate rules and regulations setting forth procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed to students, teachers, and parents in a timely manner with the understanding that the current published rules and regulations will be in effect until the new rules and regulations are distributed. In the absence of a published school policy teachers shall be free to employ reasonable punishment consistent with the Corporal Punishment Law.

Section G - If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student the Board shall provide liability insurance coverage in the amount of \$2,000,000.00 and which provides legal counsel and render all necessary assistance to the teacher in his defense, provided that the Board has determined that the teacher has acted within the scope of his/her authority.

Section H - Time lost by a teacher in making a court appearance in connection with any incident mentioned in this article shall not be charged against he teacher provided that the Board has determined that the teacher has acted within the scope of his/her authority.

Section I - The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher which occurs on the school premises while the teacher is on duty or on the school premises in connection with any incident mentioned in this article provided that the Board has determined that the teacher has acted within the scope of his/her authority.

ARTICLE VIII - LEAVE DAYS

Section A - At the beginning of each year each teacher shall be credited with 15 days of leave. These days, if unused, will accumulate up to 90 days. These days may be taken by the teacher for personal illness or disability, illness in the immediate family (husband, wife, mother, father, brother, sister, children, legal ward, grandchildren, grandparents and the same members of the spouse's family), death, family care needs, child birth, adoption, and medical appointments.

Section B - A leave bank shall be established and administered as hereinafter set forth:

1. On September 1, the leave bank will be credited with three leave days per teacher on payroll and each teacher will have his/her accumulated days debited for these three days. At the end of a school year a teacher will have the opportunity to donate any number of his/her leave days to the sick bank. The sick bank shall not exceed 120 days. In the event that the sick bank should not require three days per teacher on payroll to bring it to maximum level an equal number of days will be taken from each teacher to bring it as close to 120 as possible.
2. Applications for withdrawal from the leave bank shall be made to the leave bank committee, which is selected by the teachers. The committee shall be responsible for authenticating the claim as well as the eligibility of the teachers to withdraw from the bank according to the eligibility criteria set forth herein. The committee shall not have authority to grant leave days from the leave bank for any purpose or under any other criteria than as specified in Article VIII, Section A. Each September the teachers shall select three members to the leave bank committee. Copies of the committee's decisions on applications shall be forwarded to the Principal for approval.

Section C - A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted upon request a leave of absence without pay for the duration of such illness or disability up to one school year. The leave may be renewed each year upon written request by the teacher and upon authorization of the Board.

ARTICLE IX - LEAVES OF ABSENCES

Section A - Leaves of absence with pay shall include the following:

- I. Jury Duty/Witness
 - A. The teacher shall remit to the district any fees other than mileage/transportation or other reimbursement for actual expenses received from the court, or the teacher will give written authorization to the District to deduct same from pay. Upon request the teacher will submit the Notice to be Called.

- II. Each teacher shall be credited with two days per year for use as Personal Business days. These days shall be used at the discretion of the teacher for business that cannot be conducted at other times but may not be used for job interviewing. Prior approval of the Principal is required.

For the school year 1998-99, any teacher wishing to exchange one sick day for one additional personal day, may do so by notifying the principal's office in writing by September 30, 1998. The individual teacher's sick days allotted for the 1998-99 school year would be reduced from 15 days to 14 days and his/her available personal days increased from 2 days to 3 days after submitting this notification. No teacher is required to use this option.

- III. Whenever a teacher is primarily responsible for students on off island school sponsored trips the teacher will earn one compensatory hour for each four non-school hours spent on said trip. These hours may be used in multiples of three at the discretion of the teacher.
- IV. A maximum of two days per school year will be granted for inability to return to school due to weather or other approved reasons.
 - A. The Principal must be notified.
 - B. A substitute will be hired for a minimum of one-half day.
 - C. After two days are used no teacher wages will be paid for the absence.

Section B - Leaves of absence without pay include the following:

1. Leaves of absence without pay may be granted to any teacher for any length of time at the discretion of the Board. Leaves of absence without pay and for two days or less in duration may be granted at the discretion of the Principal and shall not necessitate approval of the Board. If the leave without pay continues for more than one month the District will offer a health plan conversion to the teacher so he/she can continue his/her health plan benefits at his/her own expense.
2. Personal leave days may not be taken the day before or the day following a vacation period. Such days taken at this time would constitute a leave of absence without pay.

3. Upon return from an approved leave of absence as specified above the teacher shall be returned to the same or an equal position as prior to the leave. Seniority shall not accrue during such leave but shall recommence from level achieved prior to leave.

ARTICLE X - NEGOTIATION PROCEDURES

Section A - In any negotiations between the parties neither party shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be given all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XI - TEACHER QUALIFICATIONS AND ASSIGNMENTS

Section A - The board recognizes its responsibility to employ certified and/or qualified staff. Certified shall be defined as possessing a valid provisional, permanent, continuing certificate or Michigan Department of Education authorization appropriate to the teaching assignment.

Section B - A teacher is considered to be qualified to teach full-time at the elementary level if he/she holds an elementary teaching certificate, or secondary level if he/she has previously satisfactorily taught at those levels while employed at the Beaver Island Community School or if he/she has a major/minor or minimum of six college credits appropriate to the subject area to be taught.

Section C - Teachers will not be assigned outside the scope of their teachers' certificates and their major or minor fields of study except for good cause and unless the board of education determines it is in the best interest of the school district.

Section D - Seniority shall be defined as the length of continuous service as a teacher with Beaver Island Community School. In the event of a layoff a teacher's seniority shall be frozen at the date of layoff until reactivated by recall. The first date of continuous employment shall be used to determine seniority.

A seniority list shall be developed each year by the Administration and shall be delivered to each teacher by October 31 of each year. If not challenged by the Association or individual teachers the list shall be considered final by November 30.

In the event of a tie in seniority or should new teachers have the same first day of employment the teachers so affected will be credited with all non-teaching service with Beaver Island Community School. Should a tie still exist the teachers so affected will participate in a drawing to be held by the Administration and the Association. Such drawing shall determine the order of seniority. The drawing shall be held during the first month of the first semester or within one month of the occurrence of the tie, whichever is shorter.

ARTICLE XII - VACANCIES AND REASSIGNMENTS

Section A - A vacancy shall be defined as an existing position within the bargaining unit which is not filled and which the board has determined to fill or which is a new position within the bargaining unit.

Section B - All such vacancies must be posted on the workroom bulletin board and a copy delivered to the Association President not less than fifteen calendar days prior to the filling of the vacancy.

Section C - The filling of vacancies shall be based on

1. Certification
2. Qualifications (see Article XI, Section B)
3. Seniority within the system

Section D - A vacancy which occurs during a given semester may be temporarily filled without posting until the end of that semester.

Section E - The Board and the Administration agree that involuntary assignments are to be minimized. Accordingly, the parties agree that a teacher may not be required to make an involuntary assignment for other than just cause.

Section F - Tentative teacher schedules shall be delivered to each teacher at least four weeks prior to each individual teacher's budget deadline or June 1, whichever is earlier.

ARTICLE XIII - LAYOFF AND RECALL

DEFINITIONS:

QUALIFIED: A teacher is considered to be qualified to teach full-time at elementary level if he/she holds an elementary teaching certificate, or secondary level if he/she has previously satisfactorily taught at those levels while employed at the Beaver Island Community School or if he/she has a major/minor or minimum of six college credits appropriate to the subject area to be taught.

SENIORITY: The length of continuous service as a teacher with Beaver Island Community School. In the event of a layoff a teacher's seniority shall be frozen at the date of layoff until reactivated by recall. The first date of continuous employment shall be used to determine seniority.

Section A - In the event that a reduction of personnel or working hours becomes necessary the Board shall make such reduction on the basis of seniority, certification and qualifications for the remaining positions affecting the least senior teacher first and the rest in order of least seniority.

Section B - It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individual(s) to be laid off or reduced. In the event of a dispute over such list the Association shall have the right to file a written grievance.

Section C - Teachers shall be recalled in inverse order of layoff to the first vacancy for which they are certified and qualified.

Section D - In the event that there is no senior current staff teacher who is certified or qualified as referenced above to fill an open position it is understood and agreed that a teacher with less seniority may be retained or recalled over other members possessing more seniority but not possessing such certification or qualifications for the position. The right to be recalled shall be limited to three (3) teaching calendar years.

Section E - The Board shall give written notice of recall from layoff by mailing a registered letter to the teacher at his/her last known address. It shall be the responsibility of the teacher to notify the Board as to any changes in address and or status as it relates to be considered for recall. Teacher will have 15 days to accept recall by registered mail or forfeit seniority.

ARTICLE XIV - JUST CAUSE

Section A - No teacher shall be disciplined (including warnings, reprimands, suspensions, reduction in rank or professional advantage, discharges, or other actions of a disciplinary nature) without due process and/or just cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher.

Section B - An Association member shall be entitled to have present a representative of the Association during any meeting which may lead to disciplinary action. When such request is made, there will be a time limit of seven calendar days before a meeting is held to consider action, except in cases where student or staff member's immediate physical or emotional safety is compromised. In such extreme cases the principal may reduce the time limit to no less than one hour for an emergency meeting. At such emergency meeting the principal may suspend a teacher with pay until the disciplinary meeting resumes within the seven calendar days time limit.

ARTICLE XV - GRIEVANCE PROCEDURE

Section A - A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. For purposes of this article the term "day" shall be interpreted as a calendar day.

Section B - Any teacher or representative of the Association having a grievance shall discuss the matter with the Principal with the object to resolve it informally. A written record shall be kept and signed by the teacher and the Principal.

Section C - If, as a result of the informal discussion with the Principal, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on the form set forth in annexed Appendix C, signed by the grievant and a representative of the Association, which form shall be available from the Association. A copy of the grievance form shall be delivered to the Principal.

Section D - Within 15 calendar days of receipt of the grievance the Principal shall meet with the grievance committee of the Association in an effort to resolve the grievance. The Principal shall indicate the disposition of the grievance in writing within ten days of such meeting and shall furnish a copy to the Association.

Section E - If the Association is not satisfied with the disposition of the grievance by the Principal or if no disposition has been made within the time limit, the grievance may be transmitted to the Board. The Board shall within 15 calendar days or by the next regular board meeting, whichever is later, investigate and hear the grievance from those involved. Disposition of the grievance in writing by the Board shall be made in writing to the grievant with a copy of the disposition provided to the Association no later than 15 calendar days after the hearing conducted by the Board.

Section F - If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided the grievance may be submitted to arbitration before an impartial arbitrator chosen through the American Arbitration Association, whose rules shall govern the proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section G - Notwithstanding the expiration of this agreement, any claim or grievance that was pending may be processed through the grievance procedure until resolution.

ARTICLE XVI -TEACHER EVALUATION

Section A -The performance of all teachers shall be evaluated in writing, as provided below:

- I. Probationary Teacher
 - a. By November 15, the teacher will have been evaluated in writing and be provided with an individualized development plan (IDP) developed by the administrator and the individual teacher; and
 - b. The teacher will be provided with at least an annual year-end performance evaluation each year during the teacher's probationary period. The principal may perform an evaluation more often if warranted or if requested by the teacher.

- i. The annual year-end performance evaluation shall be based on, but is not limited to, at least two classroom observations of at least 30 minutes in duration and at least 60 days apart unless a shorter interval is mutually agreed upon.
- ii. The performance evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his/her IDP along with the completed appraisal report.

II. Tenured Teacher

- a. Tenured teachers will be provided with a performance evaluation at least every three (3) years prior to May 1; the principal may perform an evaluation more often if warranted or if requested by the teacher; and
- b. if the teacher has received a less than overall satisfactory performance evaluation, the teacher will be provided with an individualized development plan (IDP) developed by the principal and the individual teacher; and
- c. the performance evaluation required every three (3) years shall be based on at least two classroom observations of at least 30 minutes in duration and at least 60 days apart unless a shorter interval is mutually agreed upon, and if the teacher has an IDP, shall include at least an assessment of the teacher's progress in meeting the goals of his/her IDP.
- d. An appraisal report used to evaluate teaching personnel shall be attached to this contract.

Section B - A personal meeting will be held within fifteen (15) calendar days after the last observation to review the evaluation with the teacher. The evaluation shall be executed in duplicate, signed by the teacher and the evaluator with one (1) copy to be retained by the teacher. Such signature shall not be interpreted as agreement by the teacher of the content or conclusions(s) of the evaluation. The signature shall only indicate that the teacher has received the document and is aware of its contents.

Section C - In the event that the teacher feels that the evaluation is incomplete or unjust he/she may put such objections in writing within 30 days of receipt of the evaluation for attachment to the report; thereafter, the substance of the evaluation shall be considered final.

Section D - If the evaluation is "unsatisfactory", the reasons therefore shall be set forth in specific terms as a recommendation in an IDP of the ways in which the teacher is expected to improve his/her performance. In subsequent reports failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

ARTICLE XVII - DURATION OF THE AGREEMENT

Section A - This agreement shall be effective as of September 1, 1998, and shall continue in effect until the 31st day of August 1999. Negotiations between the parties shall begin no later than six weeks prior to the expiration date. If, pursuant to such negotiations, an agreement on the renewal or modifications in this agreement is not reached prior to the expiration date, this agreement shall expire.

Section B - Copies of this agreement will be reproduced and presented to all teachers now employed or hereafter employed.

ARTICLE XIX - CONTINUITY OF OPERATIONS

Section A - The Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with the provisions of this Article shall be cause for disciplinary action.

Section B - The Board agrees that it 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, as amended.

Section C - Nothing in this article shall require the Board to keep schools open in event of severe weather or act of God. When school is closed to students due to the above conditions teachers shall not be required to report for duty.

ARTICLE XX - SCHOOL CALENDAR

Section A - The parties agree that all aspects of the school calendar, except as limited by law, are negotiable, including length of the school year and further agree that the school calendar shall be set forth in Appendix. Any deviation shall be by mutual written consent.

Section B - The Board agrees that the teachers' work year will not exceed 188 scheduled work days and that teachers will be in the classroom for instructional purposes not less than 180 days.

ARTICLE XXI - ASSOCIATION DUES AND PAYROLL DEDUCTIONS

Section A - Annually on or before the 30th of September any teacher who is a member of who has applied for membership in the Association shall sign and deliver to the Board an assignment authorizing membership dues deduction. The Board shall thereupon deduct such amounts in 20 equal installments and promptly pay such amount to the Association or its delegate. Upon remitting such amounts the Board shall have no further liability or responsibility thereto.

ARTICLE XXII - LEAST RESTRICTIVE ENVIRONMENT

Section A - The Board and the Association acknowledge that the policy of least restrictive environment is legally mandated and intended in the best educational interest of the student. The parties also recognize that the extent to which any individual special education student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an individual educational planning committee (IEPC) on an individual basis.

Section B - Further, the parties recognize that whether any special education student's participation in regular education programming can be achieved satisfactorily will depend upon many factors including proper planning and coordination of the student's regular and special education programming, appropriate supportive assistance to regular education personnel (e.g., training regarding the teaching/training of the special education student in the regular education classroom, access to consultative special education personnel, and provision of support personnel which would be appropriate based on individual placements) and the reasonableness of the demands placed upon regular education classroom personnel. Assistance shall be made available as needed.

Section C - Any bargaining unit member who will be providing instructional or other services to a special education student in a regular education classroom setting shall be invited to participate in the IEPC which may initially place or continue the placement of the student in a regular education classroom. The student's IEPC will specify and provide all supplementary aides, support personnel, materials and other related services deemed necessary to satisfactorily achieve educating the student in the regular education classroom.

The bargaining unit member has the responsibility of carrying out specifications of the IEPC which apply to their teaching assignment. The district shall make every reasonable effort to support the receiving teacher with necessary classroom materials and training. If any member, in writing, advises the administration of a reasonable basis to believe that a mainstreamed student assigned to the member has a current IEPC report that is not meeting the student's unique needs as required by law, the administration shall promptly call an IEPC. The member so advising the administration shall be invited to attend the IEPC.

The special education student's placement shall be determined to the extent permissible by law and through the IEPC in such a way as will not significantly disrupt nor have a negative impact on the educational process for either the mainstreamed student or the other students in the classroom to be entered.

Section D - Except in life threatening or extenuating circumstances, no member shall be required to perform medical, hygienic or other non-instructional specialized procedures for or on special education students such as but not limited to: suctioning, cauterization, diapering, or attending or any personal hygienic or medical need(s) of the student(s). Any such extenuating circumstances shall be preceded by notification to the Association that such circumstances exist and provide an opportunity for the Association and the teacher(s) who may be affected to meet and discuss the issues involved and how best to meet the needs of the student, the regular classroom, the teacher and the school district.

In such situations it is expressly understood that should the teacher agree to provide such procedures or services, he/she shall be provided with training appropriate to the situation with all expenses paid by the board.

It is further agreed that in any such event, the board shall indemnify and hold harmless, any teacher who has agreed to provide such services as described here, from liability for the performance of such services to the extent permitted by law. The same insurance, as referenced in Article VII, section G will be provided to cover these procedures.

Section E - The administration shall provide, prior to such placement whenever possible, in-service training to the teacher regarding the instruction and behavioral management of special education students in the regular education classroom setting.

ARTICLE XXIII - MENTOR TEACHERS

Section A - Bargaining unit mentor teacher positions shall be developed on an as-needed basis to function as an advisor/resource person to probationary teachers by the employer according to the following guidelines:

1. Such mentor teachers shall be tenure teachers. It is understood and agreed that mentor teachers may also be retired master teachers or college professors as allowed by law.
2. A bargaining unit mentor teacher shall serve on a voluntary basis and shall work with probationary teachers from a related area of expertise, responsibility or experience.
3. A bargaining unit mentor teacher may have released time as approved by his/her principal to use to observe or otherwise be available to the probationary teacher assigned.
4. The mentor teacher shall not be expected to act in an evaluative, disciplinary or supervisory capacity over a probationary teacher.
5. The mentor teacher shall not be required to provide information for use in such administrative functions regarding the probationary teacher assigned. The function of mentoring shall not be included in the mentor teacher's evaluation.
6. The mentor teacher shall assist the probationary teacher in planning with the administration fifteen (15) days of professional development within the first three (3) years of employment of the probationary teacher. Such professional development may include the experiencing of effective practice linked in university professional development schools, ISD and regional or local seminars and other mentors regarding proper classroom management and instructional delivery methods.

It is understood and agreed that a mentor teacher may not continue in that position from year to year unless requested to do so by the principal. The probationary teacher involved shall have input into this process. Mentor teachers shall be paid five hundred dollars (\$500.00) per semester.

ARTICLE XXIV - TEACHER CONTRACT

Section A - The parties agree that every teacher suffered or permitted to work will be required each school year to sign an individual contract of employment as provided in Section 569 of the School Code.

Section B - If any provisions of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.

Section C - This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

WITNESSETH

Constance Boyle 9-8-98
Constance Boyle, Association President Date

Jacqueline LaFreniere 9-9-98
Jacqueline LaFreniere, Association Secretary Date

Mark Eckhardt 9-21-98
Mark Eckhardt, Superintendent, Char-Em ISD Date

Constance Wojan 9/15/98
Constance Wojan, Board President Date

Denise C McDonough 9/15/98
Denise McDonough, Board Secretary Date

p:NEGOTIATIONS:Teacher Contract 1998-99

APPENDIX

Attachment # 1 - Salary Schedule A

Attachment # 2 - Salary Schedule B (Coaching)

Attachment # 3 - Teacher Evaluation Form

Attachment # 4 - Calendar

Attachment # 5 - Grievance Form

ATTACHMENT #1 - B.I.C.S. SALARY SCHEDULE A

1998/99 Salary Schedule

The district will provide a 1% increase on the base over the 1997-98 salary schedule at the beginning the contract year. On the last pay of the contract year, the salary schedule shall be refigured and paid retroactively (if necessary) on the following basis:

If the final total state aid to the District increases at all as determined by the formula;

$$\frac{1998-99 \text{ \#FTE Students X State Foundation Grant}}{1997-98 \text{ \#FTE Students X State Foundation Grant}} > 1.0\%$$

then the salary schedule shall be increased by the difference, not to exceed an additional 1.5%. The total 1998-99 increase shall not exceed 2.5% over the 1997-98 salary.

| | B.A. | B.A. + 20 | B.A. + 36 OR M.A. | M.A. + 15 |
|---------|-------------|--------------|-------------------|--------------|
| STEP 1 | \$26,529.00 | \$ 27,723.00 | \$ 28,970.00 | \$ 30,129.00 |
| STEP 2 | \$27,723.00 | \$ 28,970.00 | \$ 30,274.00 | \$ 31,485.00 |
| STEP 3 | \$28,970.00 | \$ 30,274.00 | \$ 31,636.00 | \$ 32,902.00 |
| STEP 4 | \$30,274.00 | \$ 31,636.00 | \$ 33,060.00 | \$ 34,382.00 |
| STEP 5 | \$31,636.00 | \$ 33,060.00 | \$ 34,548.00 | \$ 35,930.00 |
| STEP 6 | \$32,902.00 | \$ 34,382.00 | \$ 35,930.00 | \$ 37,367.00 |
| STEP 7 | \$34,218.00 | \$ 35,758.00 | \$ 37,367.00 | \$ 38,861.00 |
| STEP 8 | | \$ 37,188.00 | \$ 38,861.00 | \$ 40,416.00 |
| STEP 9 | | \$ 38,675.00 | \$ 40,416.00 | \$ 42,033.00 |
| STEP 10 | | \$ 40,222.00 | \$ 42,033.00 | \$ 43,714.00 |
| STEP 11 | | \$ 41,228.00 | \$ 43,083.00 | \$ 44,807.00 |
| STEP 12 | | \$ 42,259.00 | \$ 44,160.00 | \$ 45,927.00 |
| STEP 13 | | \$ 43,315.00 | \$ 45,264.00 | \$ 47,075.00 |
| STEP 14 | | \$ 44,398.00 | \$ 46,396.00 | \$ 48,252.00 |
| STEP 15 | | \$ 45,508.00 | \$ 47,556.00 | \$ 49,458.00 |
| STEP 16 | | \$ 46,191.00 | \$ 48,269.00 | \$ 50,200.00 |
| STEP 17 | | \$ 46,884.00 | \$ 48,993.00 | \$ 50,953.00 |
| STEP 18 | | \$ 47,587.00 | \$ 49,728.00 | \$ 51,717.00 |
| STEP 19 | | \$ 48,301.00 | \$ 50,474.00 | \$ 52,493.00 |
| STEP 20 | | \$ 49,025.00 | \$ 51,231.00 | \$ 53,280.00 |

NOTES:

1. The increase between each column is 4.5%
2. The step increase between steps 1 to 5 in all columns is 4.5%
3. The step increase between steps 6 to 10 in all columns is 4.0%
4. The step increase between steps 11 to 15 in all columns is 2.50%
5. The step increase between steps 16 to 20 in all columns is 1.50%
6. There is a longevity step increase of 1.5% above Step 20

ATTACHMENT # 2
SALARY SCHEDULE B - COACHING

| | SOCCER | V-BALL | B-BALL | TRACK | CLASS OR CLUB ADVISOR | OTHER ADVISORY POSITION |
|----------------|---------------|---------------|---------------|--------------|--------------------------------------|--|
| LEVEL 1 | 700 | 1100 | 1100 | 700 | 200 | 200 |
| LEVEL 2 | 900 | 1300 | 1300 | 800 | 300 | 300 |
| LEVEL 3 | 1000 | 1400 | 1400 | 900 | 400 | 400 |

LEVEL 1 = 0-3 YEARS OF EXPERIENCE
LEVEL 2 = 4-7 YEARS OF EXPERIENCE
LEVEL 3 = 8 OR MORE YEARS OF EXPERIENCE

**ADMINISTRATION WILL PROVIDE TEACHER WITH A
CONTRACT AND JOB DESCRIPTION**

ATTACHMENT # 3 - TEACHER EVALUATION FORM

Teacher _____

Evaluator _____ Date _____

Comments of evaluator and/or suggestions if evaluation is "NOT SATISFACTORY" shall be stated by Evaluator

SATISFACTORY

1

NOT SATISFACTORY

2

1. Teaching Skills

a. Knowledge of subject:

1

2

b. Effective use of instructional techniques and methods:

1

2

c. Evidence of advanced planning and organization:

1

2

d. Ability to administer classroom discipline and maintain class control:

1

2

e. Attempts to meet the needs of the various levels of ability of students as are assigned to class:

1

2

f. Clear and concise explanations and assignments

1

2

g. Willing to offer extra assistance to students:

1

2

h. Administers a grading system that is fair and clearly understood by students and complies with administrative policy:

1

2

II. Professional Performance

a. A generally cooperative attitude toward working with fellow teachers and administrators.

1

2

b. Reliable and conscientious in adhering to school's time schedule, duty station and supervising classes while they are in session.

1

2

c. Makes effort to attain goals as agreed upon by teacher and principal and provides evidence to support effort:

1

2

III. Comments concerning classroom observations. Date of observation: _____

IV. Verification: This professional appraisal report is based on observations and deliberations during the school year, deficiencies not corrected from previous year, and a classroom visitation/evaluation on _____, time/class period: _____.

V. All things considered, the total performance of this teacher is:

Dated: _____ SATISFACTORY _____ NOT SATISFACTORY
Evaluator: _____

I have read the above appraisal.

I understand that my signature does not constitute a concurrence or approval and that I may grieve the evaluation if I believe it to be untrue or to have been accomplished by a method or procedure not in accordance with the Professional Negotiations Agreement. I understand also that I may have a representative of my professional organization present at any conference session with any evaluator or administrator.

Remarks by the teacher:

Date _____

Signature of Teacher _____

ATTACHMENT # 4 - 1998-99 SCHOOL CALENDAR - BEAVER ISLAND COMMUNITY

SCHOOL - Teacher Work Day is 8:15 - 3:15 - Student School Day is 8:25 - 3:10

SEPTEMBER 1998

| MON | TUE | WED | THU | FRI |
|-----------|-----|-----|-----|-----|
| | 1 | 2 | 3 | 4 |
| LABOR DAY | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | | |

OCTOBER 1998

| MON | TUE | WED | THU | FRI |
|-----|-----|-----|-----|---------|
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | END MP1 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

NOVEMBER 1998

| MON | TUE | WED | THU | FRI |
|-----|-----|-----|--------------|-----|
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | THANKSGIVING | |
| 30 | | | | |

DECEMBER 1998

| MON | TUE | WED | THU | FRI |
|---------------|-----|-----|-----|---------|
| | 1 | 2 | 3 | END MP2 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| HOLIDAY BREAK | | | | |
| HOLIDAY BREAK | | | | |

JANUARY 1999

| MON | TUE | WED | THU | FRI |
|-----|-----|-----|--------------------|-----|
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | END FIRST SEMESTER | |

Exams January 27, 28, 29

Notes:

1. September 3: Beginning of Year P.D.
2. September 25 and May 7: Work on IEP's
3. December 7: Strategic Planning - Growth of Information/Demographic and Work Changes
4. February 22 and April 26: Strategic Planning - Educational Research
5. September 4; October 16; December 4; January 28,29; March 12; April 30; June 15, 16, 17: Individual Teacher Work Days
6. October 21, 22 and March 17, 18: Parent-Teacher Conferences

FEBRUARY 1999

| MON | TUE | WED | THU | FRI |
|-----|-----|-----|-----|------------------|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | MID-WINTER BREAK |
| 22 | 23 | 24 | 25 | 26 |

MARCH 1999

| MON | TUE | WED | THU | FRI |
|--------------|-----|-----|-----|---------|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | END MP4 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| SPRING BREAK | | | | |

APRIL 1998

| MON | TUE | WED | THU | FRI |
|-----|-----|-----|-----|---------|
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | END MP5 |

MAY 1999

| MON | TUE | WED | THU | FRI |
|--------------|-----|-----|-----|-----|
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |
| MEMORIAL DAY | | | | |

JUNE 1999

| MON | TUE | WED | THU | FRI |
|-----|-----|-----|-----|-----|
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |

Exams June 14, 15, 16

| | | |
|-------------|---------------------------------------|--------------------------------------|
| KEY: | TEACHER WORK DAY - NO STUDENTS ATTEND | 180 Student Days 186 Teacher Days |
| | STUDENTS ATTEND HALF DAY 8:25 - 11:25 | 1048.75 Student Contact Hrs |

ATTACHMENT # 5 - GRIEVANCE FORM

- Note:** 1. All provisions of Article XV of the Agreement dated September 1, 1998, through August 31, 1999, will be strictly observed in the settlement of grievances.
2. If additional space is required, attached additional sheet(s).

Step 1

Name of Grievant _____

Date Filed _____

A. Date Cause of Grievance Occurred: _____

B. Statement of Grievance: _____

C. Relief Sought: _____

Signature of Grievant _____ Date _____

D. Disposition of Grievant and/or Association: _____

Signature _____ Date _____