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PROFESSIONAL AGREEMENT

between

NORTHERN MICHIGAN EDUCATION ASSOCIATION/MEA/NEA

and

BELLAIRE BOARD OF EDUCATION

1998 - 2000

Bellaire Public Schools

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NORTHERN MICHIGAN EDUCATION ASSOCIATION/MEA/NEA
BELLAIRE PUBLIC SCHOOLS
1998-2000 PROFESSIONAL AGREEMENT

THIS AGREEMENT, entered into this 1st day of September, 1998, by and between the Bellaire Board of Education, hereinafter called the "Board," and the Northern Michigan Education Association/MEA/NEA, hereinafter called the "Association."

ARTICLE I - RECOGNITION

- A. The Board recognizes the Association as the sole bargaining representative for all regularly employed certified bargaining unit members, but including librarians and guidance personnel.
- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II - BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Bellaire School District, consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibility conferred upon and vested in it by law including by way of illustration and not by way of limitation, the following:
 - 1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
 - 2. The right to hire all employees and subject to provisions of law and the specific terms of this contract. To determine their qualifications, to discharge, demote or otherwise discipline employees and to promote, assign, and transfer employees.
 - 3. The selection of textbooks and teaching materials and various teaching aids.
 - 4. The right to determine class schedules, class size, the hours of instruction and assignment of bargaining unit members with respect thereto.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and adoption of policies, rules, regulations and practices in the furtherance thereof, shall be limited by the provisions of this Agreement.

ARTICLE III - ASSOCIATION DUES, FEES AND DEDUCTIONS

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association or pay a service fee to the Association as allowed by law. The bargaining unit member may authorize payroll deduction for Association service fees. In the event that the bargaining unit member shall not pay such service fees directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7), at the written request of the Association, deduct the service fee from the bargaining unit member's wages and remit the same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association no later than twenty (20) days following deduction. The Association shall be responsible for disbursements of dues to the MEA and NEA.
- B. The Association shall, a minimum of two weeks prior to the first payroll distribution, give written notification to the superintendent's office of the amount of the dues/fees and assessments which are to be deducted in that school year. The amount of these dues/fees and assessments shall not be subject to change more than once during the school year (i.e. the twelve month period beginning with the opening of school in the fall of each year). The right to refund to bargaining unit members monies deducted from their salaries under such authorization shall lie solely with the Association.
- C. Bargaining unit members may pay Association dues or the representation fees directly to the Association in lieu of deduction. The Association shall notify the Board of employees who wish to pay directly to the Association in full.
- D. The Board shall provide to the Association a list of bargaining unit members employed by the Board, along with the full or part-time status of each bargaining unit member. The Association shall also certify to the Board as soon as the amount is known, the amount of the monthly representation service fees to be deducted.
- E. The employer shall not be required to make any deduction for Association dues, fees or assessments if the bargaining unit member's pay is not sufficient to cover those dues, fees or assessments (after all legally required deductions or prior to the date of this agreement) in any pay period.

- F. The Association shall establish a procedure under "policy regarding objections to political - ideological expenditures." The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting bargaining unit member concerning the application and interpretation of the policy regarding objections to political-ideological expenditures shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure.

If any person represented by the bargaining unit who pays service fees hereunder objects to the expenditure by the Association (including MEA or NEA) of any funds collected from him/her pursuant to this article, such person may present such objection pursuant to that policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder.

- G. Membership in the Association is not compulsory. Each bargaining unit member shall have the right to freely join, refrain from joining, or drop his/her membership in the association.
- H. Pursuant to equal employment opportunity commission guidelines, any bargaining unit member who has a bona fide good faith religious objection to the requirements of this article shall not be subject to these requirements. Any such bargaining unit member shall notify the employer and the Association of his/her objection. Any bargaining unit member who has a bona fide good faith religious objection must pay the amount equal to the monthly Association dues or monthly representation fee to a non- profit, charitable organization that is active in the Bellaire area. The bargaining unit member will supply a receipt to the employer and the Association showing such contribution to said organization.
- I. Any bargaining unit member who is a member of the Association or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and Bylaws. Pursuant to such authorization, the Board shall deduct one-twentieth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

- J. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and the Board.
- K. The parties agree that every bargaining unit member will be required each school year to sign an individual contract of employment as provided in Section 1231 of the School Code (MCL 380.1231, MSA 15.41231) and that every such contract shall contain the following:
- "This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the employer and the exclusive bargaining representative of bargaining unit members and other employees who are members of the teacher bargaining unit employed by the Board. The terms of such collective labor agreement are incorporated herein and by accepting and signing this contract, I agree to be bound by all such terms, including provisions of Article III, "Association Dues, Fees and Deductions thereof."
- L. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- M. For the 1998-99 and 1999-2000 school years, any bargaining unit member may sign and deliver to the administration an authorization for payroll deduction for the following purposes:
1. MESSA Super Med I or II Health Insurance.
 2. MESSA Group Term Life Insurance up to maximum allowed by policy.
 3. MESSA Long-Term Disability.
 4. MESSA Dental Care.
 5. MESSA Tax Shelter Annuity and/or Credit Union Savings.
 6. Any tax shelter annuity program for which there are three or more bargaining unit members with an interest.

- a. On or before October 1 of each year, any bargaining unit member may sign and deliver to the Board an authorization for payroll deduction of an annuity and/or credit savings. The authorization shall state the amount to be deducted from each payroll and to whom payment shall be made.
 - b. The amount may not be changed during the contract year unless by written notice to the Board signed by the bargaining unit member requesting the total amount be dropped.
 - c. Payment shall be made monthly to the designated agency.
 - d. Such authorization shall continue in effect from year to year unless revoked in writing. The amount of deduction may be changed at the beginning of each contract year provided that the request for such change be made in writing on or before October 1.
 - e. There shall be no charge for the above deductions.
 - f. Any exceptions to the above due to extenuating circumstances must have the approval of the superintendent.
- N. The Association expressly assumes the full responsibility for the validity, legality and processing of the provisions set forth within Article III. The Association expressly agrees to defend, indemnify and hold harmless the Public School of Bellaire, its Board of Education, individual Board members, past and present, employees and agents against any and all claims, demands, damages, awards, judgments, costs, or other forms of liability including but not limited to back pay damages and all court or administrative costs and attorney fees that may arise out of or by reason of any action taken by the Board, its employees or agents for the purpose of complying with any of the terms of this Article.
- O. It is specifically and expressly agreed that any payment for any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies arising out of any claim or demands that are brought or made due to this Article. (The Association assumes the right to select counsel and to compromise or settle any claim made against the Board as a result of Article III. The Association shall notify the Board of the person selected as counsel.)
- P. The Association agrees that it will take no action claiming or supporting the claim that its agreements in this article pertaining to defense, indemnification, and holding harmless are void and unenforceable. Further, in the event that it is ever determined that the Association's agreement to defend, indemnify and/or hold harmless is

void or unenforceable, that holding shall not affect the Association's duty and obligation to defend, indemnify, and hold harmless, as set forth in this article and the Association will honor those duties and obligations.

- Q. The Board shall pay the deductible/Co-Pay (\$50/individual; \$100/family; \$1.50/prescription). Reimbursements may be requested quarterly (September, December, March and June.) Requests for payment must be received in the central office by the first of the month in which payment is to be made unless the balance due the member is \$25 or more.

ARTICLE IV - WORKING CONDITIONS

- A. Class Load: The following numbers are realistic class size loads, but bargaining unit member input as well as room size, work stations and equipment for conducting said class will be considered by the administration in making any class size decision.

Kindergarten through 5....	25
Combination.....	24
Special Education.....	15
Grades 6 through 12:	
Social Studies.....	28
English.....	28
Math.....	28
Science.....	28 Junior High 25 (Lab Room Capacity)
Art.....	24
Language.....	24
Computer Science.....	25
Industrial Arts:	
7th & 8th.....	(Will attempt to keep below 20 students)
Drafting.....	24
General Shop.....	18
Woodworking.....	15
Music.....	room capacity
Physical Education.....	35
Home Economics:	
7th & 8th.....	(Will attempt to keep below 20 students)
9 through 12.....	20
Home & Family Living....	28
Study Skills 504.....	15

- B. In the event that a class load exceeds the above limits, the administration shall meet with the bargaining unit member and the representatives of the Association to review the impact of the classroom composition on teaching effectiveness and to seek a workable solution to the problem(s) identified. In the event that the above limits are exceeded, one of the following reliefs shall be granted: A) Mutual consent between the bargaining unit member, and the administration, and a representative of the Association that the education of students is not being adversely affected: B) Additional staff may be added: C) Instructional aides may be employed and assigned to affected staff members for the amount of time that the above limits are actually exceeded.
- C. A bargaining unit member shall be required to report to his/her teaching station for duty fifteen (15) minutes prior to the start of classes for the school day, and to remain at his/her teaching station fifteen (15) minutes after the conclusion of classes for the high school day. Bargaining unit members are encouraged to remain sufficient time after the close of the pupil's regular school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the bargaining unit member. On Fridays or days preceding holidays, bargaining unit members shall be free to leave immediately after the student body is dismissed. Bargaining unit members may be required to attend meetings held at the end of the school day. There shall be not more than two (2) staff meetings called per month. Bargaining unit members must remain until the end of each meeting unless specifically excused by the administrator.
- D. All bargaining unit members shall be entitled to a duty-free, uninterrupted lunch period equivalent to the regular lunch period of his/her students.
- E. A normal daily workload for a middle/secondary school bargaining unit member of academic subjects shall be six (6) of seven (7) periods, unless a bargaining unit member shall have more than four (4) different preparations, in which case the bargaining unit member shall not be assigned to more than five (5) periods without the bargaining unit member's permission. A study hall shall be considered a class.
- F. Elementary bargaining unit members will be provided with (250) two hundred and fifty minutes of preparation time each week. Times during which their classes are receiving instruction from various teaching specialists may be counted toward the 250 minutes. However, should the district experience a catastrophic reduction in finances or reduction of staff in special areas (art, physical education, music, etc.) less than 250 minutes but not less than 175 minutes shall be provided.

- G. Teachers of Music, Art, Physical Education and the Laboratory Sciences, Librarians, Counselors, and all Special Education teachers shall be provided with relief and preparation time to the same extent as other bargaining unit members in the district.
- H. The Board agrees to maintain an adequate list of substitute teachers. The use of bargaining unit members as substitutes shall be avoided whenever possible. The use of bargaining unit members will be restricted to emergencies where other substitutes are not available.
- I. The Board shall provide all bargaining unit members written notice of their tentative assignment for the forthcoming school year not later than June 1.
- J. In the event the master schedule which was in effect for the 1993-94 school year changes, the Bellaire Education Association and the Board shall meet to discuss any changes prior to the implementation of any such restructuring or change.
- K. The parties recognize that the availability of optimum school facilities and equipment for both students and bargaining unit members is required to insure a high quality of education. The Board will not construct, equip or maintain any classroom/facility in violation of any standards set forth in any bulletin, rule or regulation published by the Superintendent of Public Instruction pursuant to MCLA 388.851, or the "Sanitation Standards for School", Michigan Department of Health Regulations 325.721 - 325.734, Michigan Administrative Code, 1979, and/or as provided for by the Michigan Occupational Safety and Health Act. No bargaining unit member will be required to work, maintain or supervise students in areas constructed, equipped or maintained by the Employer in violation of the foregoing.
 - 1. The Board shall make available in each school, adequate lunchroom, restroom and lavatory facilities for bargaining unit members' use and at least one room, appropriately furnished, which shall be reserved for use as a faculty workroom. Provisions for such facilities will be made in all future buildings.
 - a. Adequate space and needed privacy will be provided with adequate facilities within each school, providing for special services teachers to carry out their responsibilities with individuals or groups of students.

ARTICLE V - VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board declares its support of a policy of filling vacancies within the bargaining unit from within its own staff, but is solely responsible for the filling of any vacancy. Whenever a vacancy occurs, the superintendent shall post notices of the vacancy on a bulletin board in each building for not less than ten (10) days before the position is filled. Vacancies shall be filled on the basis of certification, qualifications and seniority, as defined under Article XIII, C (2) a, b, c.
- B. Non-teaching positions, (e.g. Schedule B, extra duties, curriculum specialists, supervisory/administrative, etc.) shall be posted along with an accompanying job description. Bargaining unit vacancies shall be posted with an accompanying list of positions to be taught.
- C. The Association recognizes that when a vacancy occurs during the school year, it may be difficult to fill from within the district without undue disruption to the existing instructional program. If the superintendent, in his/her judgment, so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current semester at which time the position will be considered vacant.
- D. Whenever vacancies occur during the summer months when regular school is not in session, the following procedure shall be followed:
 - 1. Bargaining unit members with specific interest in possible vacancies will notify the superintendent in writing during the last regular week of school and shall include a summer address.
 - 2. Should a vacancy occur, the bargaining unit member(s) who have expressed an interest in said position or a similar position shall be mailed a notice by the superintendent and notified of the vacancy.
 - 3. The bargaining unit member so notified shall have the responsibility of contacting the superintendent indicating his/her interest in said position within five (5) days of date of mailing.
- E. A request by a bargaining unit member for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. A transfer during the school year will be made only in case of emergency to prevent undue disruption of the instructional program. The superintendent shall notify the affected bargaining unit member of the reasons for such transfer.

ARTICLE VI - LEAVES OF ABSENCE

- A. At the beginning of every school year, each bargaining unit member shall be credited with a total of four (4) days to be used for the member's professional business and personal use of which no more than two (2) shall be personal.
1. Professional business days may be used for any educational purpose at the discretion of the administrator.
 2. One (1) personal leave day may be taken at the bargaining unit member's discretion; one (1) personal business day may be taken for reasons approved by the superintendent. Neither day may be taken before or after a holiday, vacation, or during the first or last week of a semester except in a provable emergency. Personal business is not to be interpreted as being for vacation or recreational activities. One unused personal day will be carried forward to the next year as a personal day. Additional unused days will be credited to the bargaining unit member's sick leave.
 3. A bargaining unit member planning to use a professional business or personal day shall make the request at least five (5) days prior to the planned absence except under extenuating circumstances.
 4. The bargaining unit member may be asked to explain the reason before or after a holiday, weekend or vacation period and reasonable restrictions may be imposed on personal leaves on such days.
- B. Any bargaining unit member called for jury duty during school hours, or who is subpoenaed to testify during school hours, in any judicial or administrative matter, or who shall be required to participate in any collective negotiations with the Board during the school day, shall be paid his/her full salary for such time. In case of reimbursement for jury or witness duty, the amount shall be deducted from his/her regular pay, or reimbursement may be made to the Board by the bargaining unit member.
- C. Sabbatical Leave:
- Bargaining unit members who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institutions; travel which will improve the bargaining unit member's ability to teach, etc.

1. This leave of absence will comply with Section 340.123 of Michigan General School Laws.
2. Criteria for a Sabbatical Leave:
 - a. A bargaining unit member must hold a permanent, continuing or life teaching certificate.
 - b. A bargaining unit member must apply to the Board in writing no later than March 15 of the school year prior to the leave.
 - c. Only one (1) bargaining unit member may be on sabbatical leave at a time.
3. A bargaining unit member on sabbatical leave shall receive the same fringe benefits as any other bargaining unit member under contract.
4. The Board shall not be held liable for death or injuries sustained by any bargaining unit member while on sabbatical leave.

D. Unpaid Leaves of Absence

1. A leave of absence without pay or without advancing seniority and without contractual fringe benefits of up to one (1) year shall be granted to any bargaining unit member, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities; or to serve as a consultant or director of a teaching center. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary as he/she was at the time the leave was granted.
 - a. Bargaining unit members requesting said leave must make written application by April 30 for the Fall semester, or October 30 for the Winter semester.
 - b. Bargaining unit members who have been granted a leave of absence must notify the Superintendent of his/her intended return no later than April 30th for the Fall semester, and October 30th for the Winter semester. It is understood that, by failing to notify the Superintendent within this time frame, the bargaining unit member irrevocably terminates employment with the district.

2. A leave of absence without pay or without advancing seniority and without contractual fringe benefits of up to one (1) year may be granted to any bargaining unit member upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as he/she was at the time the leave was granted.
 - a. Bargaining unit members requesting said leave must make written application by April 30 for the Fall semester, or October 30 for the Winter semester.
 - b. Bargaining unit members who have been granted a leave of absence must notify the Superintendent of his/her intended return no later than April 30th for the Fall semester, and October 30th for the Winter semester. It is understood that, by failing to notify the Superintendent within this time frame, the bargaining unit member irrevocably terminates employment with the district.
3. A military leave of absence without pay and without contractual fringe benefits shall be granted to any bargaining unit member who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such a leave, a bargaining unit member shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the district during such period provided he/she returns before or at the opening of the school year following discharge.
4. A leave of absence without pay or without advancing seniority and without contractual fringe benefits shall be granted upon application for the purpose of serving as an officer of the Northern Michigan Education Association, the Michigan Education Association, or the National Education Association. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as he/she was at the time the leave was granted.
5. A leave of absence without pay or without advancing seniority and without contractual fringe benefit not to exceed two (2) years may be granted to any bargaining unit member upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as he/she was at the time the leave was granted.

- a. Bargaining unit members requesting said leave must make written application by April 30 for the Fall semester, or October 30 for the Winter semester.
 - b. Bargaining unit members who have been granted a leave of absence must notify the Superintendent of his/her intended return no later than April 30th for the Fall semester, and October 30th for the Winter semester. It is understood that, by failing to notify the Superintendent within this time frame, the bargaining unit member irrevocably terminates employment with the district.
6. A leave of absence without pay or without advancing seniority and without contractual fringe benefits shall be granted to any bargaining unit member for the purpose of child care. Said leave shall commence upon request of the bargaining unit member. It is further provided that:
- a. The reinstatement shall be to the position that the bargaining unit member is certified and qualified for.
 - b. The initial leave period shall be for the duration of the semester when the leave was granted plus one succeeding semester excluding a summer semester. The leave may be extended by written request of the bargaining unit member to the Board.
 - c. A pregnant bargaining unit member may commence said child care leave at her option.
 - d. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the bargaining unit member.
 - e. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as he/she was at the time the leave was granted.
7. The Board shall not be held liable for death or injuries sustained by any bargaining unit member while on leave.
8. Bargaining unit members who desire to maintain their insurance coverage during any period of leave may make arrangements for payment through the superintendent.

9. Family and medical leave in accordance with the Family and Medical Leave Act of 1993. This article shall not be construed as limiting the right of the Board to require or the right of a bargaining unit member to elect to substitute paid leave for unpaid leave in accordance with Section 102 (D)(2) of the Family and Medical Leave Act of 1993.

E. Illness or Disability:

1. At the beginning of each school year, each bargaining unit member shall be credited with ten (10) days sick leave allowance to be used for absences caused by illness or short-term physical disability. The unused portion of such allowance shall accumulate from year to year to one hundred (100) days with no deduction in pay. The Board shall furnish a written statement at the beginning of each school year setting forth the total of sick leave credit.

- a. Personal Day Bonus Plan

All bargaining unit members who do not use any personal leave days per year may receive the equivalent of one time the daily substitute rate for one day. In order to collect this bonus a written request initiated by the bargaining unit member should be submitted to the Superintendent's office. No days may be carried over to the next school year.

2. Absence due to death or illness in the bargaining unit member's immediate family shall be deemed legitimate use of sick leave.

- a. In exceptional cases, the superintendent can allow the use of additional sick days. Immediate family shall include the bargaining unit member's spouse, children, siblings, parents, step parents, step children, grandparents, brother-in-law, sister-in-law, spouse's parents, and spouse's grandparents. With approval of the administration, a bargaining unit member may use a sick leave day to attend funeral of person outside of the immediate family.

3. Any bargaining unit member who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law shall be permitted to use any of his/her accumulated sick days to make up the difference between the allowance under the Workers' Compensation Law and his/her regular net salary.

- F. At the beginning of the school year, the Association shall be credited with ten (10) days to be used by bargaining unit members who are officers or agents of the Association for Association business at the discretion of the Association.
1. The Association agrees to pay the cost of the substitute bargaining unit member and to notify the superintendent no less than five (5) days in advance of taking such leave. Any exception would require approval of the superintendent.
 2. Such leave days will not be used for picketing and/or recreational activities.
 3. The superintendent may limit the use of Association days immediately prior to vacations and holidays.

ARTICLE VII - BARGAINING UNIT MEMBER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Board, or his/her institutions of any terms or conditions of employment.
- B. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Board.
- C. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or handicap as provided by law.

- D. A bargaining unit member will have the right to review the contents of all records, excluding initial references, of the district pertaining to said bargaining unit member, originating after initial employment and to have a representative of the Association accompany him/her in such review.
- E. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in his/her personnel file unless the bargaining unit member has had an opportunity to review the material. The bargaining unit member shall submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question. When a bargaining unit member is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material.
- F. Any formal complaint of a serious nature against a bargaining unit member will be called to the attention of the bargaining unit member as soon as the administration deems it appropriate to do so without compromising any investigation or violating any legal requirement. No such complaint will be included in the bargaining unit member's personnel file or used in any disciplinary action unless and until the bargaining unit member has been informed of the complaint and the identity of the complainant is made known to the bargaining unit member. For purposes of this section, "complainant" shall be defined as a person who will be regarded by the Board as the primary source for the allegation(s) against the bargaining unit member.
- G. No bargaining unit member shall be disciplined without just cause.
- H. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised of the right to representation under this provision of the Agreement.
- I. The Association and its representatives shall have the right to use the Board's buildings at all reasonable hours for meetings, provided that when special custodial services are required, the Board may make a reasonable charge therefore. No charge shall be made for use of instructional rooms before the commencement of the scheduled workday nor until 6:00 p.m.

- J. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on the Board's property at all reasonable times, provided that this shall not interfere with nor interrupt normal operations.
- K. The Association as the exclusive representative of employees within the bargaining unit described in the Agreement shall be the only employee organization of such employees that shall have the right to use and have access to facilities and equipment, including typewriters, mimeographing machines, other duplication equipment, calculation machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- L. The Association shall have the exclusive right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned. The Association may use employee mail boxes for communication to bargaining unit members.
- M. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning its financial resources and expenditures, including but not limited to: Annual financial reports and audits: names, addresses, seniority and experience credit of all bargaining unit members compensation paid thereto and educational background: mutually agreed upon budgetary information and allocations: agendas, minutes, and reports of or to all Board meetings: census and membership data; and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs or proposals on behalf of bargaining unit members together with information which the Association may require to process any grievance or complaint.
- N. The rights granted herein to the Association shall not be granted or extended to any competing labor organization unless required by law.
- O. The Board and the Association recognize that communication and a team effort within the organization is essential to the delivery of the educational program. To facilitate teamwork and communication the parties agree that orderly procedures are necessary and must be followed to ensure professional practice within the organization. Concerns, suggestions, proposals, or questions regarding the educational program or the district shall be addressed first with the administration and may be taken at the election of either the administration and/or the Association to the Board as an agenda item at the Board's monthly meeting.

ARTICLE VIII - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Classroom discipline is primarily the responsibility of the bargaining unit member. The Board recognizes its responsibility to give reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the bargaining unit member of responsibilities with respect to such pupils.
- B. The Board, after considering Association recommendations, shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the Board to students and bargaining unit members at the commencement of each school year.
- C. The Board shall provide legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to being physically assaulted and shall render reasonable assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities, provided that the Board has determined that the bargaining unit member has acted within the scope of his/her authority. Time lost by a bargaining unit member in connection with the above shall not be charged against the bargaining unit member.

ARTICLE IX - EVALUATION OF BARGAINING UNIT MEMBERS

- A. The evaluation of the performance of each bargaining unit member in the school system is the responsibility of the administration. Each bargaining unit member, upon employment or by October 1st of each school year, whichever is later, shall be apprised of the criteria upon which he/she will be evaluated (not including individual development plans). All observations of the bargaining unit member shall be conducted in person. (All observations during the school year may be included in the written evaluation, but the observations must be conducted in person by the administration and are confined to the school environment).
- B. Probationary Bargaining Unit Member
 - 1. If a probationary bargaining unit member is employed for at least one (1) full year:

- a. By November 15, the bargaining unit member will be provided with an Individual Development Plan (IDP) developed by appropriate administrative personnel in consultation with the individual bargaining unit member; and
- b. By May 1 of each year during the bargaining unit member's probationary period, the bargaining unit member will be provided with at least an annual year-end performance evaluation. The administrator may perform an evaluation more often if he/she desires; and
 - (1) The annual year-end performance evaluation shall be based on at least two (2) classroom observations held at least sixty (60) calendar days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the bargaining unit member and the administration; and
 - (2) The year-end performance evaluation shall include at least an assessment of the bargaining unit member's progress in meeting the goals of his or her Individualized Development Plan (IDP).

C. Tenured Bargaining Unit Member

1. Tenured bargaining unit members will be provided with a performance evaluation at least once every three (3) years. The administrator may perform an evaluation more often if he/she so desires, or if the bargaining unit member has received a less than overall satisfactory performance evaluation.
2. If the bargaining unit member has received a less than overall satisfactory performance evaluation, the bargaining unit member will be provided with an Individualized Development Plan (IDP) developed by appropriate administrative personnel in consultation with the individual bargaining unit member.
3. The performance evaluation required every three (3) years shall be based on at least two (2) classroom observations conducted during the period covered by the evaluation. If the bargaining unit member has an Individualized Development Plan (IDP), the performance evaluation shall include at least an assessment of the bargaining unit member's progress in meeting the goals of his or her Individualized Development Plan (IDP).

- D. All formal monitoring or observations of the work of a bargaining unit member shall be conducted openly and with the full knowledge of the bargaining unit member.
- E. A formal observation of the bargaining unit member shall be for not less than thirty (30) minutes.
- F. The administrator shall prepare and submit a written report and recommendations to the bargaining unit member within ten (10) days of the observation. If an administrator believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the bargaining unit member is to improve and the assistance with attaining said improvement to be given by the administrator and other staff members. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- G. The administrator shall hold a post-observation conference with the bargaining unit member for the purpose of clarifying the written report and recommendations. Such a conference shall be held within ten (10) days of the submission of the written report to the bargaining unit member.
- H. No observation shall unduly interfere with the normal teaching-learning process.
- I. The evaluation report not only includes an evaluation of the bargaining unit member's performance during the formal observation(s), but also an evaluation of the bargaining unit member's overall conduct or performance, said evaluation of the bargaining unit member's conduct or performance is confined to the school environment.
- J. Master-Mentor Teacher Program
 - 1. For the first three (3) years of his or her employment in classroom teaching, a bargaining unit member shall be assigned by the Board or its designee, to one or more master teachers, or college professors or retired master teachers, who shall act as a mentor or mentors to the bargaining unit member.
 - 2. During the three (3) year period, the bargaining unit member shall also receive intensive professional development induction into teaching, based on a professional development plan that is consistent with the requirements of Section 3A of Article II of Act No. 4 of the Public Acts of the extra session of 1937, being Section 38.83a of the Michigan Compiled Laws, including classroom management and instructional delivery. The intensive professional development induction into teaching shall consist of at least fifteen (15) days of professional development,

the experiencing of effective practices in university-linked professional development schools, and regional seminars conducted by master teachers and other mentors.

3. The Board shall have the authority to implement every aspect of the statutorily required master-mentor program. If the statutory requirement is changed, revised, or amended, the Board shall have the authority to alter its rights and responsibilities under this master-mentor section to make those rights and responsibilities consistent with any change, revision or amendment to the statute, or any direction provided by the State Board of Education or the Traverse Bay Area Intermediate School District.
4. Participation as a mentor teacher shall be assigned by the administration from those who apply.
5. All bargaining unit members who are assigned to be a mentor shall be paid a lump sum payment of \$500 per year. Said payment shall be made in the last pay in the month of June.
6. The Board, or its designees, shall assign master/mentors on an equitable basis from the list of those who apply, but the selection and assignment shall be at the discretion of the Board, or its designee. The Board, or its designees, will assign master/mentors from a bargaining unit list, whenever the Board, or its designees, deem it appropriate.

ARTICLE X - IN-SERVICE PROFESSIONAL EDUCATION

To insure total staff participation in curriculum planning, the Board will provide early dismissal of students and release time for the bargaining unit member, a minimum of four (4) times during the school year for in-service meetings. These meetings will last until 4:30 p.m. unless otherwise designated.

ARTICLE XI - GRIEVANCE PROCEDURE

A. Definition:

A claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any rule, order, policy, or regulation of the Board may be processed as a grievance as hereinafter provided.

B. The Association shall designate one (1) representative to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two as hereinafter described.

C. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant and an Association Representative.
2. It shall contain a synopsis of the facts giving rise to the alleged violation.
3. It shall cite the section or subsection of this contract alleged to have been violated.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.

D. Level One. A bargaining unit member believing himself/herself wronged by an alleged violation of the express provisions of this contract or Board policies shall within ten (10) days of its alleged occurrence, orally discuss the grievance with the building principal in an attempt to resolve same.

Level Two. A copy of the written grievance shall be filed with the superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the superintendent or his designated agent shall arrange a meeting with the grievant and the designated association representative.

Within five (5) days of the discussion, the superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant and the Association, and shall place a copy of same in the permanent file in his office.

If, at this time, the grievance has been resolved, all records pertaining to the grievance shall be removed from any permanent files in the school's offices.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the Association may appeal same to the Board of Education by filing a written grievance along with the decision of the superintendent with the Board President not less than five (5) days prior to the next regularly scheduled Board meeting. If it is not possible to meet this time limit due to the date of the superintendent's decision, this time limit may be

waived by mutual agreement of the Association and the Administration. If no agreement is reached to waive the time limit, the grievance will not be heard at that Board Meeting, but will definitely be heard by the Board no later than its next regularly scheduled meeting. No grievance shall be allowed beyond Level Two unless processed by the Association.

Level Three. Upon proper application as specified in Level Two, the Board shall allow the grievant and the Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within ten (10) days from the hearing of the grievance, the Board shall render its decision in writing.

The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than ten (10) days after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the superintendent for permanent filing; the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Four. If the Association is not satisfied with the disposition of the grievance at Level Three or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. 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, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.

E. Expedited Grievance Procedure. By mutual agreement between the Board and the Association a grievance may be processed via the expedited grievance procedure outlined as follows:

1. The grievance shall be submitted in writing to the Board. Within five (5) days after submission, the Board shall schedule a meeting with the Association in an effort to resolve the dispute.

2. If the dispute is still not resolved to the Association's satisfaction within seven (7) days of the initial hearing between the Board and the Association, as above described, the Association may appeal the grievance to the American Arbitration Association in accord with its rules of expedited arbitration.
 3. The arbitrator of grievances processed via this expedited process shall have no power to alter, add to, or subtract from the terms of this Agreement.
 4. The fees and expenses of the arbitrator shall be shared equally by the parties.
- F. Grievances filed as Association grievances may, by mutual agreement, be initiated at Formal Level Two of the grievance procedure.
- G. No bargaining unit member or group of bargaining unit members other than the Association may process a grievance through arbitration.
- H. The grievance report form shall be attached to this Agreement.

ARTICLE XII - COMPENSATION

- A. The basic salaries of bargaining unit members covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. All bargaining unit members shall be given full credit on the salary schedule set forth in Schedule A for full years of outside teaching experience up to and including five (5) years, and the Board may allow up to twelve (12) years credit for outside teaching. It is clearly understood and agreed that the provisions of this section are not retroactive and shall not affect the status of those bargaining unit members employed at any time prior to the 1972-73 school year, nor shall those bargaining unit members make this provision a subject of the grievance procedure.
- C. No monies shall be included in a bargaining unit member's salary unless included in ratified Schedule A.

ARTICLE XIII - REDUCTION IN PERSONNEL

- A. In the event the Board of Education finds it necessary to reduce the number of bargaining unit member personnel, it reserves the right to select the area and the schools in which the reduction in personnel shall take place.
- B. Before the Board makes any necessary reduction in personnel, it will first confer with the Association regarding the effects of such reduction.
- C. In cases requiring a reduction of the bargaining unit member work force, the order of reduction shall be:
 - 1. Bargaining unit members with less than a Bachelor's Degree and/or a Provisional Certificate.
 - 2. Bargaining unit members according to:
 - a. Certification - shall mean the holding of a teaching certificate issued under provisions of Michigan Law.
 - b. Qualification - shall mean:
 - in the elementary grades (pre K-6), the holding of elementary teaching certification;
 - in grades 7-12, the holding of teaching certification plus an academic major or minor as defined by the certificate granting institution.
 - c. Seniority - shall be defined to mean the length of continuous, uninterrupted teaching service in this district. Seniority shall not accrue during periods of layoff or leave of absence, or during periods in which the bargaining unit member is promoted to an administrative or supervisory position. During such periods, seniority shall be frozen.
- D. Order of recall shall be in the reverse order of reduction of personnel. Effective in the 1994-95 school year a laid off bargaining unit member shall remain on the recall list for three (3) years from the date of layoff.
- E. The district shall prepare and present to the Association a current seniority list of bargaining unit members prior to October 15 of each year. Accompanying the name of each bargaining unit member on the list shall be the date of last hire and each member's certification.

ARTICLE XIV - NEGOTIATIONS PROCEDURE

- A. Representatives of the Board and the Association Bargaining Committee will meet at the request of either party for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other an agenda covering what they wish to discuss.
- B. No later than April 1 of each year, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiations or bargaining representatives of the other party. The parties mutually pledge that their representatives shall have the necessary power to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. There shall be three (3) signed copies of the final agreement for the purpose of record. One (1) copy each shall be retained by the Board, the Association, and the Superintendent.

ARTICLE XV - SCHOOL IMPROVEMENT PLANS

- A. A School Improvement Plan as provided in Act 197, P.A. 1989 (919B) (MSA).
- B. The Board, administration, teachers and Association recognize the necessity of maintaining on-going district-wide school improvement plans and the importance of establishing educational quality as a fundamental priority and shared goal of the parties.
- C. The Board shall appoint a district-wide School Improvement Committee made up of School Board members, administrators, teachers, other employees, pupils and their parents, and other residents.
- D. The Board shall, pursuant to Section 1202.A of the School Code, appoint a school building level committee which shall include teachers, school administrators, parents, pupils, and others in the school community; and, pursuant to said law, the Board shall ensure that decisions made at the school building level are made using site-based decision making.

- E. The conditions that follow shall govern employee participation in any plan, program or project included in the School Improvement Plan.
1. Participation by the employee is voluntary.
 2. Participation or non-participation shall not be used as a criterion for evaluation, discipline, discharge, assignment or any other terms or conditions of employment.
 3. No employee shall suffer loss or reduction of bargaining unit employment as a result of the implementation of any plan adopted by the committee.
 4. The parties have identified that School Improvement Plan committees shall not address any of the following matters:
 - a. Wages
 - b. Fringe Benefits
 - c. Employee performance/evaluation
 - d. Contract grievance
 - e. Employee discipline
 5. The Board and/or Administration will notify the Association President as soon as possible of any intent to develop, explore, or begin a School Improvement Plan.

ARTICLE XVI - LEAST RESTRICTIVE ENVIRONMENT

- A. In order to assist handicapped students in making a successful transition from placement in special education classes only to both regular and special education classes pursuant to placement recommendations made by an Individual Educational Planning Committee, the following Transition Guidelines will be followed:
1. The building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate regular education class except for good cause shown. Each of the teacher(s) into whose classroom(s) a student has been placed shall be invited to serve on the IEPC for that student.
 2. When requested by the regular classroom teacher in whose class(es) an eligible student is placed, special training or consultant assistance relevant to the student's needs will be arranged for by the administration, provided, however, that no bargaining unit member shall be required to administer prescription drugs or to undertake certain procedures such as suctioning, catheterization or the like.

3. The responsible administrator shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special needs student.
4. All members of an IEP Committee shall have the right to reconvene the Committee for the purpose of reviewing and recommending revisions of the current Individualized Education Program if deemed appropriate, in accordance with procedures set forth in Michigan Special Education Rules.

ARTICLE XVII - EXPERIMENTAL OR PILOT PROGRAMS

- A. Decisions concerning use of restructuring, experimental or pilot programs and staffing of such programs, decisions concerning the use of technology to deliver educational programs and services and staffing to provide the technology, or the impact of these decisions on the bargaining unit or its members will be discussed with the Association and implemented as per state statute.

ARTICLE XVIII - NORTHERN MICHIGAN INTERACTIVE TELEVISION SYSTEM

- A. Northern Michigan Interactive Telecommunication System (language as agreed to by superintendents in Traverse Bay Area Intermediate School District and Education Association representatives)

1. PURPOSE AND PARTICIPATION

- a. The Northern Michigan Interactive Telecommunication System (NMITS) is an electronic educational network designed to provide an alternative means of delivery for use by participating districts.
- b. During the life of this agreement, any party offering K-12 credit courses over the NMITS during the regular school day shall ratify the NMITS addenda. Regular school day shall be defined as the daytime K-12 teacher work day of each local constituent school district as determined by its local collective bargaining agreement.
- c. The contract language that follows is to be an appendix to each teacher contract in NMITS. In order for this appendix to be in effect in any school district, it must be approved by the local board of education for that school district, and the certified bargaining agent for the school district. Areas not covered by the appendix shall be governed by the terms of the local master contract of each constituent district.

- d. Failure of a district or its recognized teacher bargaining agent to ratify this document shall not preclude the use of the NMITS by the district for other purposes, outside the regular K-12 instructional day.

2. DEFINITIONS

- a. "Telecommunication" or "telecommunications classes" shall be defined as the teaching of students via an interactive delivery system for schools (NMITS).
- b. "Originating district" shall be defined as the location/ designation in which the responsible teacher is located and wherein the telecommunication class is being taught.
- c. "Remote district" shall be defined as the location/ designation where class instruction is being received via television.
- d. "NMITS," an educational utility, shall be defined as an interactive delivery system for schools.
- e. "District" shall be defined as the Traverse Bay Area Intermediate School District or any of the fifteen individual, independent school districts within its service area. also, any other educational entity ratifying this document.
- f. "Teacher" shall be defined as a professional, holding a valid Michigan Teaching Certificate, based on credit awarded and employed by one of the school districts ratifying this document.
- g. The NMITS "programming council" shall consist of up to three representatives from each participating district, at least one of which will be selected by the local district bargaining agent, and may include classroom teachers, counselors, and building principals.
- h. The NMITS "governing council" shall be comprised of participating local district superintendents or designees.

3. WORKING CONDITIONS

- a. Class Size

The parties mutually agree that the purpose of NMITS is to provide quality, cooperative academic programming in order to enrich education opportunities for students.

Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and full interactive participation.

b. Class Preparations

1. Originating districts agree that for a teacher acting as a presenter of a telecommunications class, the Tele-Communications course taught shall count as one (1) preparation. The first time a teacher teaches a telecommunication class, one additional preparation period will be provided the teacher at the secondary level (grades 7-12).

c. Classes taught outside the normal school day/school year

1. Additional class periods before or after the regular K-12 instructional day may be established where possible with mutual agreement between the originating teacher, district, and when applicable, the local E.A. bargaining agent. The total length of the teacher's workday in such instances, however, will not exceed the total length of the regular K-12 instructional day at the originating district as defined by the master contract.
2. Classes taught in addition to the normal teacher load shall be compensated for according to the local master contract of each constituent district or as established by policy.
3. Activities required of the teachers due to an assignment related to NMITS will be compensated for according to constituent district master contracts.

d. Equipment

1. The local district shall be responsible for the repair and maintenance of tele-communications equipment. While teachers will not be held primarily responsible for the setup or dismantling of equipment, teachers will be responsible for routine daily procedures necessary to activate and operate the system.

2. Districts shall not be restricted in the use of the NMITS outside of the regular K-12 instructional day or school year.
- e. Responsibilities of originating and remote site districts and staff
1. The originating district shall be responsible for the course content, material selection, instruction, testing and evaluation of students at the originating district and at all remote site districts.
 2. Teachers assigned to telecommunications classes shall not be primarily responsible for maintaining classroom discipline at remote sites. Originating district teachers will cooperate with and provide necessary assistance to remote site supervisory personnel. Classroom management of students at remote sites shall be the responsibility of the remote site district. Personnel assigned to classroom management at the remote site shall be expected to cooperate with the originating district teacher. If a teacher is assigned to supervise students at a remote site, the assignment will be subject to working conditions as outlined in the remote site contract. If the issue is not addressed in the local contract, then no such assignment will occur until it is addressed by the local association and employer.
 3. The originating district will be responsible for establishing the necessary procedures to accommodate the transport of documents, homework, class work, tests and other classroom materials.
 4. Scheduled telecommunication classes are intended only for those persons scheduled in the classes. Nothing shall prohibit an administrator, parent, or visitor from observing the class as long as such observation is done openly and with the knowledge of the instructor.

f. Training

1. Teachers who will be presenting telecommunications classes, as well as others who will be monitoring students at remote sites, will be provided with initial and ongoing training in using telecommunications as an alternative educational delivery system.
2. When training occurs outside normal/working hours, teachers who are present at initial and ongoing training in the presentation of telecommunications classes or other related matters regarding NMITS shall be compensated according to local contract language, when applicable.

g. Evaluation

The evaluation of teachers in teleinstructional teaching assignments shall be subject to the evaluation procedures contained in the originating district's master contract.

h. Mileage

Bargaining unit members who, from time to time, may be required to use their personal auto to travel between sites or to training or to other meetings regarding NMITS shall be reimbursed for their mileage at the rate allowed by the local district's master contract or board policy.

4. EFFECT ON TEACHER EMPLOYMENT

- a. The intent and purpose of the NMITS project is to provide a vehicle for the cooperative offering and sharing of educational opportunities among the districts ratifying this document and to provide educational resources to the students of these districts in a cost-effective and efficient manner.
- b. The NMITS project is designed to provide an alternative means of delivery for use by participating districts, and not to reduce positions, hours, or the total number of bargaining unit members.

5. SCHEDULING AND ASSIGNMENTS

- a. The NMITS program council shall develop processes, procedures and recommendations for the annual determination of course offerings and the designation of originating and remote site district locations.

The NMITS governance council shall make the final determination of course offerings, and site locations on or before March 15th of each year.

- b. On or before April 1 (December 15 for second semester courses), of each year, the employer will post, in each participating district building, a list of classes to be provided via instructional television during the following school year. The list will indicate, with respect to each class, the districts that will be receiving same. The list will also identify the number and type of positions required to provide the classes listed. Each local association president, if applicable, will be sent a copy of each posting.
- c. Teachers shall make their interest in teaching such classes known by sending notification of same to the superintendent or designee in the posting school district.
- d. Assignments to telecommunications courses shall be made on a yearly or semester basis. Such positions shall be filled on the same basis as outlined in the local master contract of the originating district, except that the following process will be followed:
 1. The employer will first attempt to assign an employee from among a volunteer pool of bargaining unit employees.
 2. If no qualified/certified volunteers are available, the employer shall notify the Association. If no bargaining unit volunteers are identified by the association within ten (10) weekdays (five weekdays for each full month prior to the beginning of a semester) after such notification, the employer may assign an employee after providing telecommunication inservice training to an employee who is otherwise qualified.

- e. In all cases, teaching staff assigned to telecommunications classes who are regularly employed outside of the originating district shall remain the employee of their home district for purposes of salary, benefits, and tenure. However, said teaching staff shall be subject to all other working conditions and policies of the originating district, including calendar and "Act of God" days procedures.

Such teachers shall have no contractual rights in other originating districts or remote site districts.

6. BROADCAST AND REBROADCAST

In accepting any assignment to teach a telecommunications course, the teacher assigned agrees to and acknowledges the following:

- a. A telecommunications class may be televised for other purposes by mutual consent of the teacher, the originating district, and when applicable, the local E.A. bargaining agent. Videotapes of telecommunications classes may be used for other purposes by mutual consent of the teacher and the originating district.
- b. Videotapes of a telecommunications class may be used for makeup work for all students currently enrolled in that telecommunications class or for in-servicing of existing staff.

7. DURATION REVIEW ENFORCEMENT AND FUTURE NEGOTIATIONS

- a. As an appendix to the master contract, enforcement relative to alleged violations of the terms and conditions of the appendix shall be subject to the originating district's master contract's grievance procedure.
- b. This appendix shall be effective in a district upon ratification by the board of education and the recognized bargaining agent and shall remain in effect until June 30, 2000.

Negotiations of a successor appendix shall commence on or before March 1, 2000.

- c. The parties agree it may be necessary to meet during the duration of this agreement to discuss issues not contemplated or addressed in this appendix or are not covered by the local collective bargaining unit agreements.
- d. Any changes during the term of this appendix and any changes resulting from the negotiations of a successor appendix are delegated solely to the representative bargaining committee of the nmits governing council and the participating district Education Association's representative bargaining committee. Any modifications or successor appendices are subject to the respective parties' ratification procedures.

ARTICLE XVIX - RETIREMENT

- A. The Board of Education will continue to pay five percent (5%) of the bargaining unit member's gross salary to the Michigan Public School Employees Retirement System.
- B. A bargaining unit member qualifying for terminal pay shall receive one-fourth (1/4) of the member's regular daily base pay at retirement for each day of accumulated sick leave, not to exceed two-thousand-four-hundred dollars (\$2,400). To qualify for terminal pay, the bargaining unit member must meet at least one (1) of the following requirements and have taught in the Bellaire Public Schools not less than ten (10) years:
 1. Qualify for medical/disability retirement under the Michigan Public School Employees Retirement System.
 2. Qualify under the Michigan Public School Employees Retirement System.
- C. Any bargaining unit member who has no less than six (6) consecutive years of service as a bargaining unit member in the Bellaire Public Schools and is qualified to retire under the Michigan Public Schools Employee's Retirement System shall have the option, after completion of his/her contract, to be granted an early retirement incentive. The declaration by the bargaining unit member to request early retirement shall be made in writing to the superintendent not less than sixty (60) days prior to the end of the school year immediately preceding the year of retirement.
 1. The retiring member is entitled to a one-time payment of a sum of money equivalent to 25% of the annual teaching salary received during the year preceding retirement.

ARTICLE XX - DURATION

This Agreement shall be effective September 1, 1998 and shall continue in effect until August 31, 2000. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated supra.

ARTICLE XXI - MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment.
- B. Any individual contract between the Board and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The Board shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Relations Act.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. All bargaining unit members covered under this Agreement who participate in the production of tapes, publications or other produced educational materials shall retain residual rights should they be copyrighted or sold by the school district.
- D. 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.
- E. Upon request of either party, the Association or Board, negotiations will be initiated to constructively consider and resolve matters not covered or clarified by this Agreement. The outcome of such negotiations shall be subject to ratification and added as an amendment to this document.
- F. Upon written request, the Superintendent shall give written notice to the NMEA stating the date the Board of Education expects to set a millage amount for the purpose of operational funds.
- G. For purposes of this Agreement, the following definition will apply:

A "day" shall mean the days of the week, Monday through Friday, including the summer, but excluding Saturday, Sunday, and scheduled breaks in the school calendar.

H. Extra-Curricular Positions:

1. The Board declares its support of filling vacancies with qualified candidates from within the bargaining unit and from within its own staff, but is solely responsible for the filling of any vacancy.
2. Current Schedule B employees who are considered qualified and may hold such positions shall be grandparented into those positions until they are no longer employed by the Board in that position or they are unsatisfactorily evaluated and will therefore no longer hold such position.
3. New Schedule B positions shall be posted for ten (10) days. the Board shall have the right to consider both internal and external candidates and appoint the most qualified applicant to said position. Appointments to the positions identified in Schedule B are not tenured positions, and are yearly appointments.

I. Job Rights for Laid Off Bargaining Unit Members

1. The NMEA President will be notified of any bargaining unit vacancies which might exist in the Bellaire Public Schools district.

J. The Board and the Association shall create a committee for the purpose of positive professional development.

1. The committee shall consist of three (3) Board members and three (3) Association members.
2. The administration shall be represented.
3. The committee shall meet at least three (3) times a year.
4. The committee shall make yearly written reports to both parties.

ARTICLE XXII - SIGNATURE PAGE

NORTHERN MICHIGAN EDUCATION
ASSOCIATION, MEA/NEA

BELLAIRE PUBLIC SCHOOLS
BOARD OF EDUCATION

By *Daniel V. Fenwick* By *Richard W. Amdt*
President President

By _____ By *Mark H. Biddy*
NMEA Staff Liaison Vice-President

By *Richard H. Skyles* By *[Signature]*
Uniserv Director/MEA/NEA Secretary

By *Daniel V. Fenwick* By *Sherry A. Colombo*
Chief Spokesperson Treasurer

By _____ By *Joseph S. Bratschi*
Chairperson, Neg. Committee Trustee

By _____ By *James J. Helter*
Negotiating Committee Member Trustee

By _____ By *Kenneth J. Hill*
Negotiating Committee Member Trustee

By _____
Negotiating Committee Member

Dated this 28th day of April, 1998.

SCHEDULE_A

1998-99 SALARY SCHEDULE

	BA-BS	BA +18	MA-MS	MA +18	MA +45
1	29,873	30,472	31,061	31,697	32,337
2	31,075	31,694	32,370	33,033	33,697
3	32,314	32,957	33,732	34,419	35,108
4	33,607	34,278	35,144	35,863	36,579
5	34,950	35,647	36,620	37,367	38,117
6	36,346	37,074	38,165	38,936	39,709
7	37,802	38,701	39,759	40,576	41,391
8	39,309	40,102	41,431	42,280	43,124
9	40,886	41,707	43,172	44,052	44,933
10	42,527	43,373	45,017	45,906	46,797
11	44,221	45,109	46,876	47,836	48,795
12	45,992	46,910	48,845	49,838	50,836
15	47,187	48,129	50,085	51,108	52,128
18	47,592	48,535	50,491	51,513	52,532
20	47,997	48,938	50,896	51,919	52,938

1999-2000 SALARY SCHEDULE

	BA-BS	BA +18	MA-MS	MA +18	MA +45
1	30,754	31,371	31,977	32,632	33,291
2	31,992	32,629	33,325	34,007	34,691
3	33,267	33,929	34,727	35,434	36,144
4	34,598	35,289	36,181	36,921	37,658
5	35,981	36,699	37,700	38,469	39,241
6	37,418	38,168	39,291	40,085	40,880
7	38,917	39,843	40,932	41,773	42,612
8	40,469	41,285	42,653	43,527	44,396
9	42,092	42,937	44,446	45,352	46,259
10	43,782	44,653	46,345	47,260	48,178
11	45,526	46,440	48,259	49,247	50,234
12	47,349	48,294	50,286	51,308	52,336
15	48,579	49,549	51,563	52,616	53,666
18	48,996	49,967	51,980	53,033	54,082
20	49,413	50,382	52,397	53,451	54,500

ADDITIONAL COMPENSATION: Counselor/Kindergarten
Teacher(s)/Technology Coordinator

The Board agrees that the counselor's and technology coordinator's annual work schedule shall be 192 days, calculated on a per diem of the step and scale of the master agreement. The Board agrees to add to the counselor's annual work schedule two additional weeks for which compensation will be granted on a pro-rate basis. The Board also agrees to compensate Kindergarten Teachers for additional day(s) worked on a per diem basis or through compensatory time as agreed upon by teacher and the administrator.

1. All lateral movement is on the condition of holding a "qualified" Certificate (see Article XIII, C, 2). For advancement horizontally, course work must be for graduate degree program.

Course work taken during the summer must be in the field of teaching or related field unless assigned to a teaching position during the summer. Related field would be as follows:

- a. Teaching in your minor field, major would be related.
- b. All courses in counseling, school administration.
- c. All elementary courses if an elementary teacher.
- d. Cognate courses in Masters program.
- e. Any courses that are in the field you are teaching.
- f. Teaching in your major field, minors would be related.

2. Professional Growth and Development

- a. Any bargaining unit member who successfully completes a course at a state-supported, Michigan accredited institution will be reimbursed at the rate of one-half of the tuition charge of the institution offering the course, providing the course is approved in advance by the Superintendent of Schools.
- b. In the event the Board requires a bargaining unit member to take a course, the Board shall after successful completion of the course reimburse the entire cost of the tuition to the bargaining unit member.

SCHEDULE A-1
INSURANCE

The Board shall provide without cost to the bargaining unit member the following MESSA PAK. The Board shall pay the deductible amounts and prescription co-pay required by MESSA Super Med I upon presentation of proof offered by member that such deductible/co-pay has been incurred:

MESSA PAK

Plan A (for employees needing health insurance):

1. Health - Super Care I - Board shall pay deductible/co-pay (\$50/individual; \$100/family; \$1.50/prescription)
2. Dental - Delta Dental, Internal/External COB: 80/80/80, \$1,300.
3. Vision - VSP II
4. Negotiated Life - \$20,000 AD&D
5. Long-Term Disability - 60%/90 calendar day; modified fill; \$2500 monthly maximum; alcohol/drug and mental/nervous conditions (2 year limit); freeze on offsets

Plan B (for employees not needing health insurance)

1. Dental - Delta Dental Internal/External COB 100:90/90/90, \$1500
2. Vision - VSP III
3. Negotiated Life - \$30,000 AD&D
4. Long-Term Disability - same as above, 60%
5. Options - Single subscriber rate SMI/MCR to MEFSA annuities or MESSA variable options

The Board shall provide the above MESSA PAK for a full twenty-four (24) month period for the bargaining unit member and his/her entire family. The Board shall sign an employer participation agreement. In addition to MESSA PAK, the Board will provide without cost to the bargaining unit member health coverage for sponsored dependents as defined by MESSA for a full twenty-four (24) month period.

Bargaining unit members not electing MESSA PAK Plan A will select MESSA PAK Plan B. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

SCHEDULE B - EXTRA DUTY PAY

			1997-98	1998-99	1999-2000
Activities	%	Activities	\$	\$	\$
Athletic Director	15	Elementary Choir	968	1065	1171
Band Director	15	Drama Director	968	1065	1171
Head Football	10	Musical Director	968	1065	1171
Head Basketball	10	Art Director	484	532	586
Boys Track	7	Odyssey of the Mind	484	532	586
Girls Tract	7	Forensics	484	532	586
Asst. Football	7	Yearbook	726	799	878
Head Baseball	7	Ski Team Advisor	605	666	732
Head Softball	7	Club Sponsor	200	220	242
J.V. Basketball	7	Middle School Sponsor	266	293	322
Volleyball	7	9 th Grade Sponsor	242	266	293
Cheerleading – Fall	7	10 th Grade Sponsor	242	266	293
Cheerleading – Winter	7	11 th Grade Sponsors	363	399	439
Ski Team	7	12 th Grade Sponsors	484	532	586
9 th Basketball	4	Gifted & Talented	726	799	878
8 th Basketball	4	A.P. for Semester	1210	1331	1464
7 th Basketball	4	Student Council	363	399	439
Asst. Baseball**	4				
Asst. Softball**	4				
J.V. Volleyball	4	*For the 1998-99 school year the above activities shall be increased by ten (10%) percent over the 1997-98 school year			
**If the number of students involved is above 15 for either team		*For the 1999-2000 school year the above activities shall be increased by ten (10%) percent over the 1998-99 school year			

SCHEDULE B – LEFT SIDE

1998-99

Years in Activity	Step on BA Scale \$	15%	10%	9%	7%	5%	4%
1-2	29,873	4,481	2,987	2,689	2,091	1,494	1,195
3-4	31,075	4,661	3,108	2,797	2,175	1,554	1,243
5-6	32,314	4,847	3,231	2,908	2,262	1,616	1,293
7-8	33,607	5,041	3,361	3,025	2,352	1,680	1,344
9 & Over	34,950	5,243	3,495	3,146	2,447	1,748	1,398

1999-2000

Years in Activity	Step on BA Scale \$	15%	10%	9%	7%	5%	4%
1-2	30,754	4,613	3,075	2,768	2,153	1,538	1,230
3-4	31,992	4,799	3,199	2,879	2,239	1,600	1,280
5-6	33,267	4,990	3,327	2,994	2,329	1,663	1,331
7-8	34,598	5,190	3,460	3,114	2,422	1,730	1,384
9 & Over	35,981	5,397	3,598	3,238	2,519	1,799	1,439

A committee composed of two administrators and two teaching staff (education association) will be responsible for planning, implementing and administering an In-service/Staff Development Fund. This fund will receive an annual appropriation of \$5,000 to be used for program related functions as identified at the beginning of each school year. Disbursements from said fund will be based on a rate of \$20 per hour or \$100 per day for activities outside of the contracted week/year.

Further, it is understood that the \$12.50 will be intact as it relates to staff filling hourly substitute positions on an emergency basis.

Other additional extra duty positions that have been added and may not be listed in the current contract. Other additional extra duty positions that may be added in the term of this agreement shall be treated the same as the above activities.

SCHEDULE C - CALENDAR

CALENDAR AND MAKE-UP DAYS

Two of the above full student instruction days may be reduced to 1/2 student instruction days to allow for two 1/2 days of teacher in-service.

The above calendar contains 180 student instruction and 182 teacher work days. The final teacher day may be exchanged for the two teacher evenings that may be scheduled during the school year.

Student instruction days scheduled in the calendar which are canceled due to "acts of God" (snow, ice, fog, epidemic, etc.) will be rescheduled as required by State Statute, the Department of Education, or the State Board of Education. Teachers required to work on both "acts of God" days and rescheduled days will be compensated at an individual teacher's normal daily rate for days worked in excess of the teacher work days as listed in the calendar. Teachers required to work only on rescheduled days (not "acts of God" days) will receive no additional compensation. If it becomes necessary to make up student instruction days, those instruction days will be added on at the end of the school year.

The district and the association will agree to follow the Traverse Bay Area Intermediate School District calendar as developed in the areas of starting date, holiday recesses.

The parties to this agreement shall meet at least thirty (30) days prior to the end of the current school year and similarly again prior to the end of the succeeding school year to determine necessary action to be taken to comply with the state requirement regarding clock hours of instructional time. The parties agree that the district shall comply with such requirements and that additional student contact time, if needed shall be provided from within the existing student day or by adding days to the calendar that was in effect during the current school year.

1/2 Professional Development Day to be planned and implemented by bargaining unit members and the administration to be compensated at seminar rate.

ATTACHMENT "A"
GRIEVANCE REPORT FORM

Grievance # _____ Bellaire Public Schools Distribution of form:

- 1. Superintendent
- 2. Principal/Supervisor
- 3. Association
- 4. Grievant

Submit to Supervisor/Principal in Duplicate

Building Assignment Name of Grievant Date Filed

STEP I

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature Date

C. Disposition of Supervisor/Principal: _____

Signature Date

D. Disposition of Grievant and/or Association: _____

Signature Date

If additional space is needed in reporting Section B of Step I, attach an additional sheet.

(Continued on next page)

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Association: _____

Signature

Date

STEP III

A. Date submitted to Arbitration: _____

B. Disposition & Award of Arbitrator: _____

Signature

Date

NOTE: ALL PROVISIONS OF ARTICLE _____ OF THE AGREEMENT DATED _____, 19____, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.