

6/30/97

BOARD APPROVED: 12/19/94

**PROFESSIONAL AGREEMENT**

**BETWEEN THE**

**BAY-ARENAC INTERMEDIATE BOARD OF EDUCATION**

**AND**

**BAY-ARENAC EDUCATION ASSOCIATION**

*Bay-Arenac Intermediate School District*

**EFFECTIVE JULY 1, 1994  
THROUGH  
JUNE 30, 1997**

1875  
M. J. ...

Agreement - Bay-Arenac Education Association

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Agreement - Bay-Arenac Education Association

**AGREEMENT**

This Agreement entered into this 1st day of July, 1994, by and between the Intermediate Board of Education of Bay-Arenac Counties, Bay City, Michigan hereinafter called the "Board," and the Bay-Arenac Education Association-MEA, hereinafter called the "Association."

**WITNESSETH**

**WHEREAS**, the Board and the Association recognize and declare that providing a quality education for the children of Bay and Arenac Counties is their mutual aim and that the character of such education depends predominately upon the quality and morale of the professional staff, and

**WHEREAS**, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association with respect to hours, wages, terms and conditions of employment, and

**WHEREAS**, the employees are particularly qualified to assist and advise in formulating policies and programs designed to improve educational standards, the Board will draw upon their expertise when the Board deems it advisable, and

**WHEREAS**, the parties having reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following covenant, it is hereby agreed as follows:



Agreement - Bay-Arenac Educational Association

ARTICLE I  
RECOGNITION

Agreement between the Association and the  
Bay-Arenac Intermediate Board of Education

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative, as defined in Section II of Act 379 - Public Acts of 1965, for all employees employed or to be employed during the term of this contract. Such representation shall cover all employees whose role or function relates to Special Education, requires a minimum of a four (4) year college degree and which is normally performed by certified or Special Education personnel; such as School Psychologists, School Social Workers, Speech Pathologists, Curriculum Coordinators, Learning Disabilities Teachers and Consultants, Teachers and Consultants for the Emotionally Impaired, Detention Center Teachers, Occupational Therapists, Physical Therapists, School Nurses, Teachers of the Mentally Impaired, Vocational Training Counselors, Teachers of the Physically or Otherwise Health Impaired, Teachers, Community High School, Preprimary Teachers of the Speech and Language Impaired, and Music Therapist.
- B. The Board Agrees not to negotiate with any individual nor to negotiate with or recognize any organization other than the Association that purports to represent the above defined employees for the duration of this Agreement.
- C. The term employee when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

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(The Association proposes that all terms referring to bargaining unit members in the professional agreement be amended to "employee(s)." Such terms are, but not limited to, teachers, staff, professional staff, personnel, professional personnel, etc.)

**ARTICLE II**

**RIGHTS OF THE ASSOCIATION**

**AND BARGAINING UNIT MEMBERS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that employees covered by this Agreement shall have the right to freely 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 the 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 employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States that it will not discriminate against any employees with respect to hours, wages or any terms or conditions of employment by reason of their membership in the Association, their participation in any lawful activities of the Association or collective professional negotiations with the Board or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

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- B. Any individual employee contract with a member of the Bargaining Unit shall be made expressly subject to the terms of this Agreement.
- C. Upon obtaining the approval of the Superintendent in advance, the Association and its representatives shall have permission to use office facilities and equipment without charge when such equipment is not otherwise in use. Any damage to equipment while being so used will be paid for by the Association.
- D. The private and personal life of any employee including their religious or political activities or lack thereof shall not be grounds for any discipline or discrimination with respect to the employee's professional employment.
- E. The Association has the right to information necessary to carry on collective bargaining and to administer the Master Agreement. Original records may be examined only at the offices of the Bay-Arenac Intermediate School District.
- F. The Superintendent will advise the Association of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions in educational policy, which are proposed or under consideration, and the Association shall be given the opportunity to react with respect to said matters prior to their adoption and/or general publication.
- G. Copies of this Agreement shall be duplicated at the expense of the district and presented to all employees now employed or hereinafter employed by the Board.

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- H. An employee may request to have present one representative of the association of his/her choice when he/she is being disciplined or discharged for any infraction or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the association is present.
- I. Any disciplinary action must commence within fourteen (14) calendar days after the alleged infraction or delinquency.
- J. Except for probationary employees, no employee will be disciplined or discharged without just cause and due process. Probationary teachers may be subject to non-renewal or termination in accordance with the provisions of the teacher tenure act relating to probationary teachers. All information forming the basis for any disciplinary or discharge action shall be made available to the employee.

**ARTICLE III**

**MANAGEMENT RIGHTS CLAUSE**

- 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 upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:



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1. To hire all employees and subject to the provisions of law, to determine those qualifications not determined by the State Department of Education and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees.
2. To determine work schedules, the hours of instruction, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
3. It is further recognized that the exercise of said powers, rights, authority, duties and responsibilities by the board and the adoption of policies, rules, and regulations shall be limited by the specific and express terms of this agreement.

**ARTICLE IV**

**MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS**

- A. In the event that an employee signs and delivers to the Board an assignment authorizing a deduction of membership dues and assessment of the Association, such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of a given year.
- B. This paragraph is applicable to all employees who were members of the Association on March 1, 1986, and to all employees hired on or after March 1, 1986. This paragraph is not applicable to those employees of the Board who were not members of the association on March 1, 1986. Any employee

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who is not a member of the association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of employment shall, as a condition of employment, pay as a representation service fee to the Association an amount equal to membership dues payable to the association and its affiliates, provided, however, that the employee may authorize payroll deduction for such representation service fee in the same manner as provided in paragraph A of this article. In the event that an employee shall not pay such representation service fee directly to the association or authorize payment through payroll deductions, as provided in Paragraph A, the board shall immediately cause the termination of employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this article is just and reasonable cause for discharge from employment.

- C. Upon written authorization the Board shall also make payroll deduction from each paycheck from employees for credit union, membership dues, insurance premiums where applicable, annuities and savings bonds.

**ARTICLE V**

**INSURANCE**

Pursuant to the authority set forth in section 617 of the School Code of 1955 as amended, the Board of Education agrees to furnish to all employees the following insurance protection:

- A. The Board shall provide without cost to the employees, group life insurance protection in the amount of \$20,000 that will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance

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will pay double the specified amount. Any employee shall be eligible for the \$20,000 group term package who is employed on a full school year basis.

- B. The Board will provide without cost to the employee MESSA SUPER CARE I full family, employee's spouse, or employee's children, whichever is appropriate. During the third year of the agreement, 1996-97, a committee representing both the association and the board will review the medical insurance coverage.

Beginning September 1, 1988, the employees will share in the cost of hospitalization. A single person coverage will pay \$15.00 per month; the two person coverage will pay \$20.00 per month; and family coverage will pay \$25.00 per month.

- C. Dental Coverage - MESSA Dental Plan D, 004 Rider.
- D. Employees not wishing health care protection may apply \$80.00 per month for 1994-95, \$90.00 per month for 1995-96, and \$100.00 per month for 1996-97 toward the following options available through the Michigan Education Special Services Association Group Term Life, Loss of Time & Vision, and Board-Approved Annuity.
- E. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the school year.
- F. Coverage will begin September 1, or at the date of the employment and continue through August 31 of the year employed.

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- G. In the event an employee is dismissed for cause, the employee's hospitalization will not be paid after 30 days from their dismissal.
- H. Worker's Compensation Insurance, as required by law, will be carried for all employees and sick leave days will not be used for time off while under Worker's Compensation.
- I. Vision care will be provided for employee, spouse and dependent children beginning October 19, 1992, comparable to SET/SEG Plan I.

**ARTICLE VI**

**WORKING CONDITIONS**

- A. The Superintendent of the Bay-Arenac Intermediate School District shall reserve the right to suspend service to constituent district schools until adequate facilities are provided to Bay-Arenac Intermediate School District employees.
- B. The Board will provide legal counsel if the employee is complained against, assaulted or sued by reasons of his/her actions while on the job or is performing any job related work, provided the individual is performing in a professional manner.
- C. When conditions not within the control of school authorities cause constituent districts to close, the respective Intermediate District employees serving or assigned to a center program housed in a building in those districts shall not report to work. Such employees shall receive their regular pay on their normal pay dates.

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In the event student instruction day(s) in the constituent districts or in the center programs are required by Michigan State law to be rescheduled because of district closings caused by conditions not within the control of school authorities, only those Intermediate District employees affected by the rescheduling shall report to their respective assignments on the rescheduled days but shall not receive additional pay for the rescheduled day(s).

- D. The basic work week is thirty (30) hours excluding lunch time and travel time to and from the employee's primary base of operation.

The Board and the Association recognize that Special Education professional staff members devote more than 30 hours per week in fulfilling their responsibilities.

**ARTICLE VII**

**VACANCIES AND PROMOTIONS**

- A. Whenever a vacancy in a non-administrative position in the Bay-Arenac Intermediate School District shall occur, the Board shall publicize same by posting such a position. The notice shall contain a job description, qualifications and proposed salary. Ten calendar days notice shall be given before such vacancies shall be filled. If a vacancy occurs during the summer, the Association members shall be notified of such vacancy by mail.
- B. Employees interested in such vacancies shall notify the Superintendent in writing. In filling vacancies, the Board shall consider the experience attainments, competency, educational qualifications, length of service in



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the Bay-Arenac Intermediate School District and relevant factors of the candidates. If in the judgment of the Board all other factors are equal, the applicant with the longest period of continuous service with the Bay-Arenac Intermediate School District shall be given preference for such vacancy.

- C. Employees shall be given the first consideration regarding equality of assignments and students served in the specialty area served. Board reserves the right to make the final assignment.
- D. No employee shall be assigned outside the professional discipline for which they were hired without their consent.

**ARTICLE VIII  
LAYOFF AND RECALL**

- A. One seniority list of employees based on length of service in this district shall be maintained. Seniority, or length of service, shall be from the date the contract was signed by the employee or start date, whichever is earlier.

The contract date which controls length of service shall be the earliest contract date (sign or start) commencing a period of continuous employment in the bargaining unit, including periods of lay-off and paid or unpaid leaves provided in this professional agreement. When two or more employees have the same length of service, seniority will be determined by lottery.

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- B. In the event the Board finds it necessary to reduce its staff because of financial limitations, changes in program, or other reasons, the Association will be notified in writing at least 60 calendar days in advance of such reduction.
- C. In reducing the number of employees the Board will retain as nearly as possible those employees having permanent Certificates, and/or Full Approval of the Michigan State Department of Education, and consideration will also be given to an employee's quality of performance, previous experience and length of service in the Bay-Arenac Intermediate School District. The Board will notify the Association concerning the premise upon which the reduction of personnel is made.
- D. Priority will be given to the employee with the longest employment with Bay-Arenac Intermediate School District in all areas for which they are certified, endorsed and experienced. The Board will notify the Association concerning the premise upon which the reduction of personnel is made.
- E. Any employee, who has been laid off due to reduction of personnel, will be the first to be re-hired when a vacancy occurs in any area for which the employee is qualified. When the employee is re-hired the employee's seniority will remain the same as if he/she had continued in the employ of the Bay-Arenac Intermediate School District, and the employee will be placed on the next salary schedule step from the one he was on when employment was terminated. (John Doe laid off on Step 4 two years would have seven years seniority and be on salary Step 5.) If additional education, teaching experience, or work in his or her specialty area,

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providing the experience meets State of Michigan certification requirements, has been attained during this lay-off, the employee will receive credit for it.

- F. The board will provide written notification to the association at the same time lay-off or recall notification is provided to an employee.
- G. The Board will continue the insurance protection provided in Article V, Insurance, to a laid-off employee for a two (2) month period after the employee is laid off.

**ARTICLE IX**

**SICK LEAVE AND LEAVES OF ABSENCE**

SICK LEAVE:

Sick leave with pay shall be granted in case of severe illness to the employee, spouse or dependent children.

- A. Sick leave of 12 days per year accumulative to 105 days. Employees regularly assigned to a 230 day work schedule shall receive fourteen (14) sick leave days per year.
  - 1. Upon depletion of his/her sick leave an employee may apply to the Board for a supplemental leave.
  - 2. When sick, an employee is to notify the appropriate worksite office as early as possible on the day they become sick.

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The required Employee Absence Form will be completed within five (5) working days upon his/her return to work.

3. The Superintendent or his/her designee may require a doctor's statement for any or all sick days used if abuse is suspected.
4. The sick leave register shall be available to designated representatives of the Association.
5. In the case of serious illness or injury to the employee's spouse or dependent children, a maximum of five (5) days per year will be granted from the employee's 12 (14) annual sick days. The board may grant additional days if it seems appropriate.

### LEAVES OF ABSENCE:

Leaves of absence with pay, not chargeable against sick leave allowance:

- A. Up to three (3) days leave will be granted in case of the death of employee's spouse, children, employee's parents, brothers or sisters, grandparents or grandchildren, spouse's parents, brother-in-law, sister-in-law, grandparents or grandchildren.
- B. An employee must submit a written application to the Intermediate Office on the required employee absence form for meetings, school visitations, inservice seminars and course work. Such time must have the advanced written approval of the Superintendent or his/her designee.
- C. To take a selective service exam.
- D. The Superintendent shall determine the justification for leave with pay for any required appearance in a legal proceeding connected with the employee's employment.

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E. Two days per year may be granted for attendance at conferences in area of specialty with advanced written approval from the superintendent or his/her designee. In addition, the Board will allow six (6) days per year (non-accumulative) from which the employee may apply to the conference days committee\* for additional days. By the end of the first semester, if an employee decides not to use one or both conference days, he/she may add them to the six (6) already provided by the Board, by signing an authorization form. Conferences occurring on non-work days; i.e., Saturday, Sunday, holidays, recess, etc., shall not be charged against the two conference days provided in this paragraph.

**\*Committee to consist of two Administrators and three staff members.**

F. The Board of Education grants two (2) days per year for personal business days. The days may be taken only upon the approval of the Superintendent or his/her designee.

G. Absence when an employee is called for jury duty shall be granted. If the employee cannot be excused, or does not serve, they will report to their job or school. If they only serve in the morning, they will report to their job or school in the afternoon. Any per diem for such duty will be remitted to the Bay-Arenac Intermediate School District by the employee.



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LEAVES OF ABSENCE WITHOUT PAY:

- A. Maternity leave of up to one year shall be granted without pay. An employee returning from leave provided for in this paragraph shall be placed on the next step of the salary schedule from which the employee went on leave. Upon request the leave may be renewed for one additional year.
- B. Any employee whose illness extends beyond the employee's accumulated sick leave shall be granted a leave of absence without pay until the employee is completely recovered from his/her illness. Upon return from such leave, an attempt will be made to reassign them to the same position (or one substantially equivalent) from which they left.

**ARTICLE X**

**STAFF MEETINGS**

The administration will call all staff and inservice meetings when necessary to be attended by all employees. Such meetings shall be held within working hours. Additional staff meetings outside regular working hours will be held to a reasonable level.

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**ARTICLE XI  
TERMINATION PAY**

Upon the retirement under Michigan Public School Employees Retirement if the employee has served 10 years with the Bay-Arenac Intermediate School District, they then shall receive termination pay of \$500.00, or they may take their unused sick leave, multiply it by \$9.00 per day and if the amount is more than \$500.00, but not more than \$750, they shall receive the larger amount. If the employee has served 20 years or more, they then shall receive termination pay of \$1,000, or they may take their unused sick leave, multiply it by \$14.00 per day and if the amount is more than \$1,000, but not more than \$1,250, they shall receive the larger amount.

**ARTICLE XII  
GRIEVANCE PROCEDURES**

A. A grievance is a complaint alleging violation of a specific article and section of the Agreement. Both parties agree that the grievance proceedings shall be kept as confidential as may be appropriate at any level of such procedure and that the primary purpose of such procedure is to secure at the lowest level possible equitable solution to the problem of the parties. The aggrieved may choose to have a representative of the Association or a person chosen by the Association present at any or all of the grievance procedures and either party may request the decision in writing at any level.

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- LEVEL ONE: Discussion with immediate supervisor in the hope of resolving the matter.
- LEVEL TWO: Discussion with the Association representative to see if they concur that a grievance exists.
- LEVEL THREE: A written, signed grievance must be filed within 10 school days after it arises stating the nature of the grievance, the article and section of the Agreement allegedly violated and the remedy requested. The grievance shall be discussed with their immediate supervisor and a decision rendered within 5 school days.
- LEVEL FOUR: If this decision is not satisfactory, the aggrieved person may file the grievance with the Deputy Superintendent in writing and a decision will be rendered in writing within 5 school days.
- LEVEL FIVE: If this decision is not satisfactory the aggrieved person may file the grievance with the Board in writing at least one week prior to the next regular Board meeting. The Board shall place said grievance on the agenda of its regular meeting at which time the aggrieved person will be given an opportunity to be heard. The Board shall render its decision in writing within 5 school days.

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LEVEL SIX:            If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to a state mediator. The mediator shall submit his recommendation to both parties, which will not be binding on either party. The Board shall review their decision made at level 5.

- B. All documents, communications and records dealing with a grievance shall be filed separately from the employee's personnel file.
- C. Forms for filing and processing grievance shall be designed cooperatively by the Association or its representatives and the Board or its representatives and shall be prepared and given appropriate distribution so as to facilitate the operation of the grievance procedure.
- D. The employee retains the right to withdraw grievances at any level without prejudice.
- E. Information necessary to the determination and processing of the grievance shall be provided by the Administration.
- F. The number of days indicated in each level as set forth above is considered to be a maximum, and the failure of the employee to proceed to the next step of the grievance procedure within the time limits as set forth shall be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The

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failure of an administrator, at any step, to communicate their decision to the employees within the specified time limits shall permit the employees to proceed to the next step. All time limits may be extended by mutual agreement in writing.

- G. It shall be the practice of both parties to process grievance procedures during times which do not interfere with assigned duties, if possible.

**ARTICLE XIII**

**EMPLOYEE EVALUATION**

- A. Employees shall have the right upon request to review the contents of his/her own personnel file with the exception of letters of recommendation from colleges or universities. (Bullard-Plawecki Act).
- B. All monitoring or observation of the work of the employees shall be conducted openly.
- C. Criteria for evaluation of employees shall be written by the evaluation team after consultation with the Association.
- D. A copy of the evaluation form and a statement as to how it will be used will be made available to each employee, prior to any evaluation. The following statement will be attached to the employee's evaluation for their signature:



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"It is understood that my signature attests to the fact that I have seen this document and not necessarily that I agree with its contents."

- E. If the employee wishes to have a statement placed in his/her file after the evaluation, the same wording will apply.
- F. Nothing of a derogatory nature will be included in the employee's personnel file without prior written notice to the member.

**ARTICLE XIV**

**EMPLOYEE COMPENSATION**

- A. The basic salaries of employees covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. Employees who drive their personal automobiles in the course of their work shall be paid according to the mileage rate of the IRS.
- C. An employee's daily rate shall be determined by dividing the annual salary by 185.
- D. In placing new employees on the salary schedule, credit for previous experience in area of specialty; i.e., (School Psychology, School Speech Therapy, School Social Worker) will be given as follows:

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1. One year of experience for each of the first five years.
  2. One-half year of experience for each of the next six years.
  3. Under no circumstances shall the total experience allowed exceed eight years.
  4. If accepted experience as calculated by the above three procedures equals other than a whole number, the experience accepted will be reduced to the nearest whole number.
  5. Credit for pertinent related experience (teaching, agency, or private practice experience) shall be determined by the Board upon the recommendation of the Superintendent.
  6. When credit is given for previous experience, the superintendent shall inform the association in writing of the placement.
- E. Advancements on the salary schedule shall become effective September 1 or February 1, of each year following completion of required academic or professional courses. Evidence for advancement must be presented to the Administration by September 1 or February 1.
- F. The Board will reimburse employees for education course work tuition which is relevant to their present position at \$150.00 per year in 1994-95, 1995-96 AND 1996-97. All course work to be taken must be specifically approved by the Superintendent or his/her designee in advance of enrollment if reimbursement is to be requested. Reimbursement will be paid upon receipt of successful completion of the course.

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**ARTICLE XV**

**FRINGE BENEFITS FOR PART TIME EMPLOYEES**

- A. Employees who are contracted less than one-half time will not be considered as earning sick leave. However, any employee who works one-half time or more will receive sick leave time in the ratio of part-time to full-time work.
- B. Employees who wish hospitalization coverage and who are employed at least 100 days a year will have their hospitalization insurance premium paid on a ratio of contracted days to 185 days (the basis for full hospitalization.) Additional premium cost will be paid by the employee.
- Pro-ratio for part time employees to pay their share as do full time employees will be done at the rate of 185 days.
- C. Employees who are employed at least 100 days a year will receive the life insurance benefit provided for their group.

**ARTICLE XVI**

**CALENDAR**

Full time employees shall serve at least 185 days adjustable to the calendar of the district which they serve.

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ARTICLE XVII

NEGOTIATION PROCEDURES

- A. Prior to March 1, 1997, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the 1997-98 school year.
- B. Should such a meeting result in a mutually acceptable Agreement then the Agreement shall be subject to ratification by the Board and the Association.
- C. Neither party in any negotiation shall have any control over the selection of the negotiating or bargaining representatives of the other party. Both parties agree to submit the final Agreement for ratification to their appropriate governing bodies on the earliest convenient date. After ratification by both parties, their representatives shall attach their signature to the ratified Agreement, as soon as possible.
- D. If the negotiations have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.
- E. This Agreement supersedes and cancels all previous Agreements, verbal or written between the Board and the Association and incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge

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or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- F. Despite reference herein to the Board and the Association as such each reserves the right to act hereunder by duly authorized committee, or designated representative.
- G. There shall be at least three signed copies for purposes of record: one retained by the Board, one by the Association, and one by the Superintendent.

**ARTICLE XVIII**

**DURATION OF AGREEMENT**

The Agreement shall be effective as of July 1, 1994, and shall continue in effect for three years until the 30th day of June, 1997. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.



Agreement - Bay-Arenac Education Association

**BAY-ARENAC INTERMEDIATE EDUCATION ASSOCIATION**

Melissa Sachacki

Joy C. Linnis

Maria Orzanic

~~Patricia A. ...~~

Heidi Osmund

Theresa M. Bauer

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**BAY-ARENAC INTERMEDIATE BOARD OF EDUCATION**

Frank P. Davenport

Catherine Kosmider

Angela v. Fenton

William A. Fisher

Louis Stang

Robert C. Baker

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MEMO OF UNDERSTANDING I

In accordance with past practice, certified employees, who are responsible for students during a school day, will not leave students unsupervised or in the supervision of an Instructional Support Staff person until the students depart from their assigned building.

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MEMO OF UNDERSTANDING II

The following amounts will be reimbursed for staff members who attend conferences.

1. Registration - up to \$100.00 of a conference fee.
2. Mileage - Current I.R.S. rate. If two or more employees attend the same conference, mileage will be shared if more than one vehicle is used.
3. Meals - Up to \$30.00 per day with receipts.
4. Lodging - Up to \$85.00 per night.
5. If any employee attends an out of state conference, the above limits will apply except that a maximum of \$120.00 will be paid for transportation.

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APPENDIX A  
BAY-ARENAC INTERMEDIATE EDUCATION ASSOCIATION

SALARY SCHEDULE  
1994-1997

Bay-Arenac Education Association employees and Bay-Arenac Board of Education agree that the Bay-Arenac Education Association salaries for the 1994-95, 1995-96 and 1996-97 school years shall be on a weighted average of the seven (7) constituent districts. If the constituent districts are not all settled, a salary schedule adjustment based upon known settlements as of December 1st shall be made in order to provide an increase by the last pay of the calendar year. If the constituent districts are not all settled by May 1st, the parties shall meet to determine the status of salaries. The beginning salary for the BA on Step 1 through 13 year's experience, the MA on Step 1 through 13 year's experience, from all seven (7) districts shall be used. In case a district has more than thirteen (13) steps the top thirteen (13) will be used. Ma + 30 or Ed. Spec. would be given an increase of an additional 2.5% Above the M.A. schedule.

Should one or more districts with Bay-Arenac receive a zero raise for a given year, the remaining districts shall be averaged into the formula and the impact of the district or districts receiving a zero shall be negotiated with the administration.

In the event that a new salary schedule for any one of the seven (7) constituent school districts is undetermined, a fictitious salary schedule will be created for that unit. A mutually agreed upon percentage will go into effect on the fictitious schedule and will remain in effect for future salary increases.

BAY-ARENAC INTERMEDIATE EDUCATION ASSOCIATION

SALARY SCHEDULE  
1993-94 WEIGHTED AVERAGE

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA + 30 OR ED.S.</u> <u>(2.5%) (93-94ONLY)</u>
1	24,890	27,340	28,024
2	26,508	29,061	29,788
3	28,102	30,779	31,548
4	29,677	32,505	33,318
5	31,270	34,236	35,092
6	32,855	35,978	36,877
7	34,448	37,687	38,629
8	36,046	39,418	40,403
9	37,644	41,144	42,173
10	39,305	42,954	44,028
11	40,207	44,140	45,244
12	41,077	45,294	46,426
13	41,610	46,584	47,749

The District will pay the retirement in accordance with the State statute.

In order to qualify for MA + 30, the additional graduate hours shall be in the area of specialty, major field or ED. S. Degree.

APPENDIX C  
BAY-ARENAC INTERMEDIATE EDUCATION ASSOCIATION

SALARY SCHEDULE  
1994-95 WEIGHTED AVERAGE

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA + 30 OR ED.S.</u>
1	\$ 25,409	\$ 27,901	\$ 28,599
2	27,057	29,655	30,396
3	28,681	31,405	32,190
4	30,279	33,157	33,986
5	31,896	34,914	35,787
6	33,511	36,691	37,608
7	35,135	38,432	39,393
8	36,763	40,196	41,201
9	38,393	41,955	43,004
10	40,089	43,804	44,899
11	41,009	45,002	46,127
12	41,896	46,168	47,322
13	42,600	47,642	48,833

The District will pay the retirement in accordance with the State statute.

In order to qualify for MA + 30, the additional graduate hours shall be in the area of specialty, major field or ED. S. Degree.





