

8/31/89

AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF THE BIG BAY DE NOC SCHOOL DISTRICT
AND THE
UPPER PENINSULA EDUCATIONAL ASSOCIATION
AND THE
MICHIGAN EDUCATION ASSOCIATION
1988-89

Big Bay de Noc School District

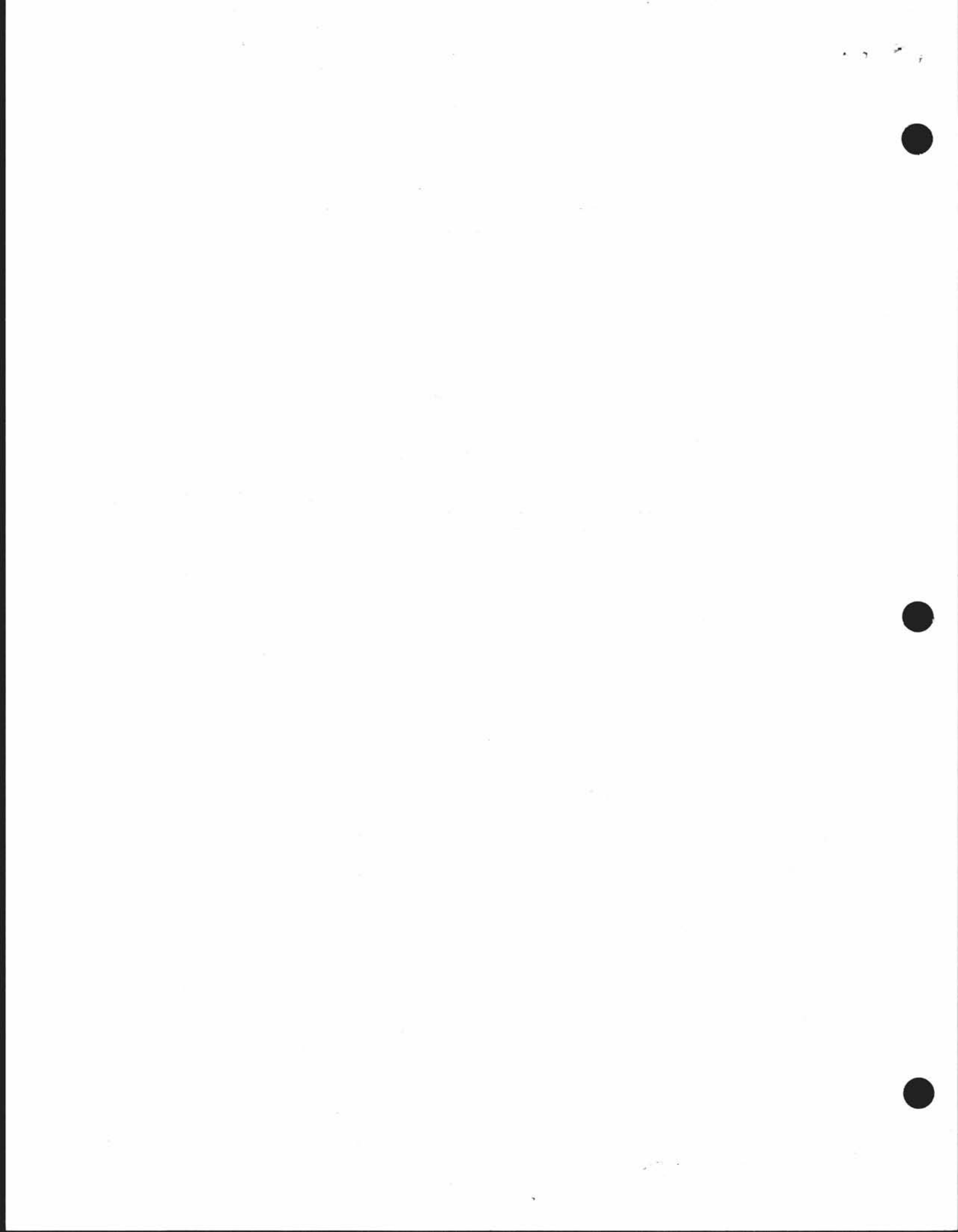
LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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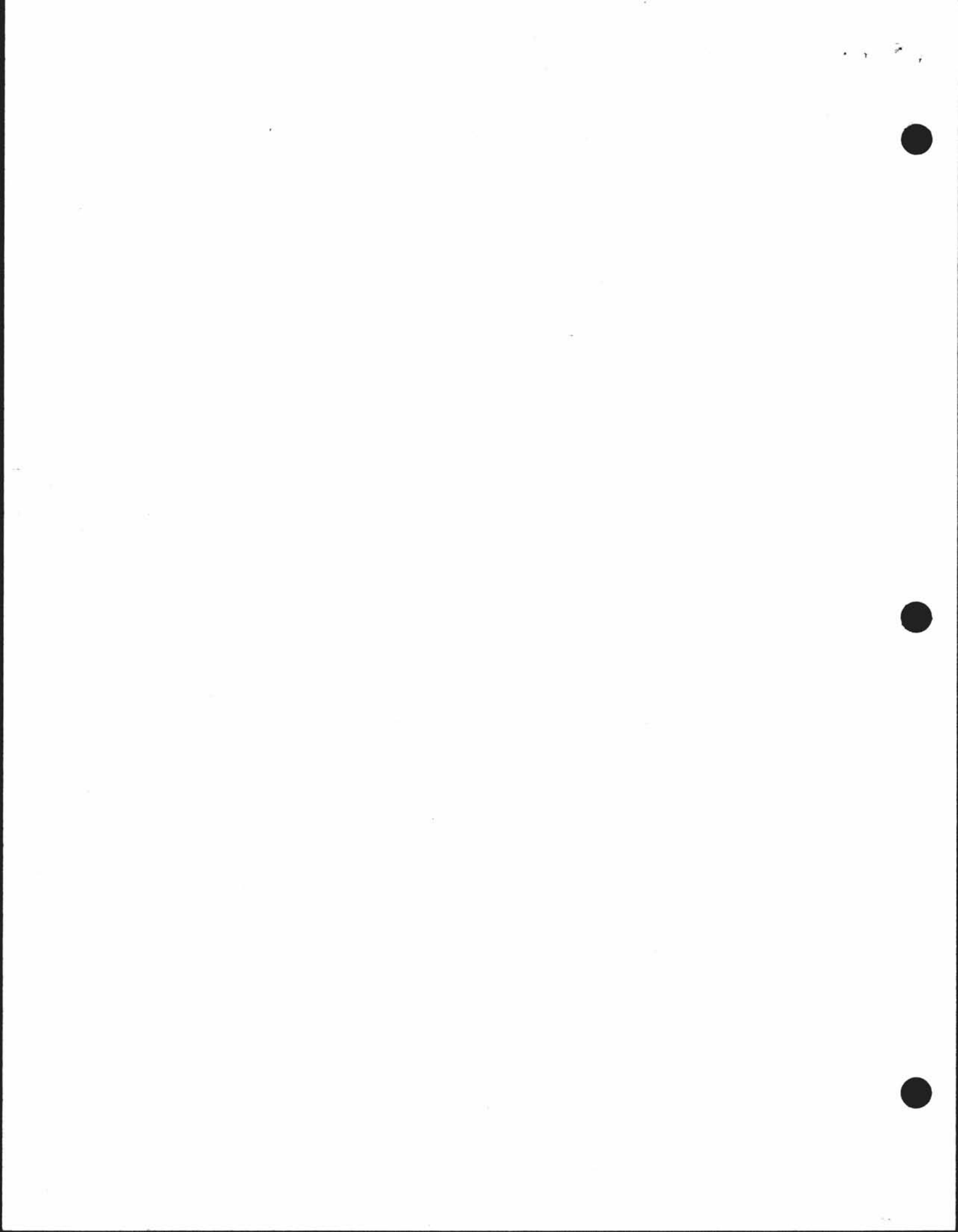
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ARTICLE I

AGREEMENT

This agreement is entered into this 1st. day of September, 1988, and runs to August 31, 1989, by and between the Board of Education of Big Bay de Noc, hereinafter called the "Board," and the Upper Peninsula Education Association and the Michigan Education Association, hereinafter called the "Association." The signatories shall be the sole parties to this agreement.

Whereas, the Board of Education is required by law to negotiate with the Association on wages, hours, and the terms and conditions of employment of teachers. The parties, through negotiations in good faith, have reached an agreement on all such matters and desire to execute this contract covering such an agreement.

The Board recognizes the Association as the exclusive bargaining representative as defined in Section XI of Act 336 of Public Acts of 1947, as amended, for all certified personnel under the contract with Big Bay de Noc School District, excluding all supervisory personnel as defined in the Act and office, clerical, maintenance, operating employees and substitute teachers and all other employees.

- (a) The term "teacher" when used in this agreement shall refer to all certified teaching personnel represented by the name of the employee organization in the bargaining or negotiating unit as defined above.
- (b) The term "Board" shall include its officers, trustees, and designees. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, PA of 1965, for the duration of this agreement.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that certified teachers of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act and the laws of Michigan, that it will not discriminate against any teacher with respect to hours, wages, or condition of employment by reason of his membership and participation in the Association's activities, or collective bargaining or professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan laws.

C. The Association and its representative may request the Administration the use of the school buildings at hours as deemed reasonable by the Administration for meetings (the word "reasonable" means the building will be available for the use of teachers outside of the regular school hours when no other meetings have been scheduled and have been previously announced) and any additional costs incurred for the use of the facilities shall be borne by the Association. No charge shall be made for use of school rooms before the commencement of the school day nor until 6:00 p.m.

D. Duly authorized representatives of the Association and respective affiliates shall be permitted to transact official Association business on

school property, as deemed reasonable by the Administration, and provided that, this shall not interfere with or interrupt the normal school operations.

E. The Association shall be granted permission by the Administration to post notices of activities and matters of Association concern on teacher bulletin boards. At least one such board shall be provided in each building. The Association may use the teacher mail boxes for communications to the teachers. The Association shall have reasonable use of equipment and any costs incurred for the use of the equipment shall be borne by the Association.

F. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, including annual financial reports, audits, register of certificated personnel, budgets, agendas and minutes of all Board Meetings, and all available information about state and federally funded programs.

G. The rights granted herein to the Association shall not be granted or extended to any competing labor organization. The Board shall place on the agenda of each regular Board meeting under "new business" any matter brought to its consideration by the Association, so long as those matters are made known to the superintendent in writing by 9:30 a.m. the Wednesday prior to said meeting.

H. Association time shall be granted to the president or a representative of the president (officer) of the union in the manner of two (2) hours a month to work on association business. This time may be banked if unused. The Association will pay for the substitute.

I. Individual contracts shall be issued to staff members.

ARTICLE III

RIGHTS OF THE BOARD

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 of the State of Michigan, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system, its properties and facilities and the activities of its employees.
- (2) To hire all employees and subject to the provisions of law, to determine their qualification, and the conditions for their continued employment, or their dismissal or demotion and to promote, and transfer all such employees.
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for all students, as deemed necessary or advisable by the Board.
- (4) To decide, with the advice of the employees, upon the means and methods of instruction, the selection of textbooks, and other teacher materials, and the use of teaching aids of every kind and nature.
- (5) To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

ARTICLE IV

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

AND METHODS OF PAY

A. Any teacher 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 membership in the Association, including the NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one tenth of such dues from the second regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

B. Any teacher who is not a member of the Association in good standing or does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall as a condition of employment, pay as a Representative Benefit Fee to the Association a service fee equivalent to the Professional Dues of the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph A.

C. In the event that such an authorization is not signed and returned to the school business office for a period of thirty (30) days following the commencement of employment of the teacher, (or the teacher does not pay such Representation Benefit Fee directly to the Association within thirty (30) days following the commencement of employment of the teacher), the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and

this agreement, the services of such a teacher shall be discontinued immediately.

D. The Association agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits or other forms of liability including, but not limited to, back pay and all out of court or administrative agency costs that may arise out of or by reason of any action by the Board for the purpose of complying with this Article.

E. Teachers shall be paid according to a schedule of their choice.

- (1) Total annual salary shall be divided into 26 pay periods and payable every two weeks. The total unpaid balance shall be paid in a lump sum at the end of the school year.
- (2) The total teacher salary shall be divided into 20 pay periods and paid every two weeks.
- (3) The total teacher salary shall be divided into 26 pay periods and paid every two weeks.

F. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher, and make appropriate remittances for annuities, credit union, savings bonds, or charitable donations. Any other plans or programs requested by the Association must have the approval of the Board.

G. Teachers absenting themselves, unless due to an emergency situation beyond their control, will be required to take the time lost without pay.

H. First pay is to start two weeks after the last payday of the prior contract. (This includes methods 1,2, and 3 above.)

ARTICLE V

TEACHING HOURS AND CLASS LOAD

A. Teachers shall be required to report for duty fifteen (15) minutes before the opening of the pupil's regular school day in the morning and be present in their classrooms or areas of assignment. Teachers shall be permitted to leave fifteen (15) minutes after close of the pupil's regular school day. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. Teachers are to remain for a sufficient period after the close of the pupil's day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher and principal, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's day.

B. The weekly teaching load in the junior and senior high school will be a seven (7) period day for the school year which will include one unassigned preparation period. This can be extended by mutual agreement of the parties. Assignments to a supervised study period shall be considered a teaching period for the purpose of this Article. The weekly teaching load in the elementary school will not exceed six (6) hours of pupil contact per day.

C. All teachers shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes.

D. Elementary teachers will be provided two 15-minute relief periods each day. Playground, lunch, and hall duty will be assigned as necessary to each elementary teacher on a rotating schedule formulated by teachers and Administration.

E. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational programs practicable for every boy and girl in the school district. This includes:

- (1) Careful preparation of daily classes.
- (2) Attendance at staff meetings and workshops is required, unless the teacher is excused by the Administration
- (3) Participation in activities of the school such as:
 - a. Open house shall be held at least once a year.
 - b. The Board shall provide for not more than three (3) teachers to be represented on the school policy making committee in an advisory capacity. Final decisions to rest with the Board of Education.
 - c. Public performance of children and other school events for which the teacher is directly responsible.

ARTICLE VI

SPECIAL STUDENT PROGRAMS

A. The parties recognize that children having special physical, mental, and emotional problems may require specialized classroom experience and that their presence in a regular classroom may interfere with the normal instructional program and place extraordinary and unfair demands upon the teachers. Teachers believing that such students are assigned to their classrooms, may request their transfer and shall present argument for such request to the Administration. The teacher, student, student's parents and the Administration may meet to discuss the handling of the student. The Administration will attempt to implement any recommendation of the above group, as money and personnel are available.

ARTICLE VII

TEACHING CONDITIONS

A. The Board recognizes that optimum school facilities for both student and teacher are desirable to insure the high quality of education. Because the pupil-teacher ratio is an important aspect of an effective educational program, the Board agrees that class size should be lowered whenever possible at an acceptable number as dictated by the financial conditions of the district, the building facilities available, the availability of qualified teachers and the best interest of the district as deemed administratively feasible, and in keeping with the North Central Association standards.

B. The Board recognized that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board agrees at all times to keep the school equipped and maintained within the finances available.

C. The Board agrees to provide:

- (1) A separate desk for each teacher in the district with a lockable drawer space.
- (2) Closet space for each teacher to store coats, overshoes and personal articles.
- (3) Chalkboard space in every classroom.
- (4) Storage space in each building for instructional materials.
- (5) Attendance books, paper, chalk, erasers and other such materials required in daily teaching responsibilities.
- (6) Telephone facilities shall be made available to teachers for their use.

- (7) Off-street parking facilities shall be provided.
- (8) No teacher shall be required to drive a school bus under any conditions.

ARTICLE VIII

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. All teachers employed by the Board for a regular teaching assignment must have a Bachelor's Degree from an accredited college or university and a provisional or permanent certificate. Teachers shall provide the Administration with the necessary credentials as required by the State for proper accreditation and certification.

B. Individual contracts for teachers, other than those who have applied for or hold a provisional or permanent certification, shall contain a clause providing for immediate termination of said contract in the event a person with a valid provisional or permanent certificate is available. Persons with less than a Bachelor's Degree, who are eligible only for the Michigan Substitute Permit, shall be employed only under the provisions as permitted by the 90-day certificate.

C. Teachers shall not be assigned outside of their scope of teaching certificates and their major and minor field of study except temporarily and for a good cause.

D. All special assignments shall be filled consistent with the vacancy filling provisions under this Master Agreement. Special Needs assignments shall include but not limited to the following: Special Education, Gifted and Talented, and any innovative and experimental programs. These programs will be voluntary.

E. Continuing employment for probationary teachers will be contingent on the timely completions of the requirements as set forth in the teacher

certification code of 1987 and in the satisfactory performance of their assignments.

F. All teachers shall be given written notices of their schedules for the forthcoming year no later than the preceding July 15. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teacher schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires the same and only on a temporary basis.

G. The Board will make assignments in accordance with the needs of the district and will take into consideration the interests and aspirations of its teachers.

H. Tenure status shall be granted all teachers who successfully complete their probationary period and only under terms and conditions as defined by the tenure statute in the General School Laws of the State of Michigan.

ARTICLE IX

VACANCIES, PROMOTIONS, AND TRANSFERS

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for a transfer to a different class, building or position, shall be made in writing on forms furnished by the Board, of which one copy shall be filed with the superintendent. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualification. Such requests shall be renewed once each year to assure active consideration by the Board.

B. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent, in his

reasonable judgment so determines, such a vacancy may be filled from outside the district.

C. Whenever a vacancy arises or is anticipated, the superintendent shall promptly post notice of same on a bulletin board in each school building for no less than two (2) weeks before the position is filled and notify the Association. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in district and other relevant factors. Any new positions, including supervisory positions, shall be posted with accompanying job description. After posting for a one week period, applicants outside the district may be considered.

D. Involuntary transfers will be made only in case of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association of the reason for such a transfer.

E. Any teacher who shall be transferred to an administrative or executive position, and shall later return to a teacher status, shall be entitled to retain such rights as he may have had under this agreement prior to such transfer or supervisory or executive status.

ARTICLE X

ILLNESS OR DISABILITY

A. At the beginning of each school year, each teacher shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year, up to a total of one hundred twenty (120) days. The Board shall furnish a written notice of sick leave credit at the beginning of each school year. The rate at which the accumulated

sick days are to be paid shall be determined by dividing the current year's annual salary by one hundred eighty-two (182) days.

B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year subject to renewal at the discretion of the Board. Requests for extension must be submitted in writing by April 1. Upon return from leave, the Association member shall be returned to the position he/she held at the time the leave was granted, or to a similar position to which his/her seniority and qualifications entitle him/her. Any teacher requesting additional time off for child care must comply with Article XIII.

C. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. The Board shall pay the teacher the difference between his salary and benefits received under the Michigan Worker's Compensation Act for the duration of such absence.

D. In the event of absence of a teacher for illness in excess of three (3) consecutive working days (or if the Board has evidence of repeated abuse), the Board may, at its expense, require an independent examination by a physician appointed by the Board. The Board will notify the teacher of any evidence of abuse prior to requiring the independent examination.

E. Upon the recommendation of the superintendent, the Board may, at the Board's expense, require a teacher to submit to an examination by appropriate specialists to determine whether involuntary sick leave is warranted.

F. Up to three (3) days of accumulated sick leave may be used for the death of a person residing in the immediate family household. Up to five (5) days of the accumulated sick leave may be used for illness of a person in the

immediate family. (The immediate family may include father, mother, spouse, children, mother-in-law, father-in-law, grandparents, brothers, sisters, or grandchildren.) Additional days may be granted by the Administration.

G. Two (2) days, or four one-half days, a year may be used for personal business. If personal business days are not used by the teacher during the school year, the teacher will have the choice at the end of the year to convert business days to sick days, or accumulate them as personal business days up to a maximum of five (5) days.

H. Personal business means an activity that requires the teacher's presence during the school day, and is of such a nature that it cannot be attended to at a time when schools are not in session. An application for personal business leave must be submitted in writing at least one week in advance (except in the event of an emergency when a shorter notice may be acceptable).

A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last two weeks of the school year. Any exceptions will be considered by the Administration.

I. In case of a catastrophic illness of a spouse, child, or parent, a teacher may after using his/her allotted sick time apply for up to twenty (20) days unpaid leave. (Catastrophic illness is to be defined as any illness/disease that requires major surgery or extensive treatment for a possibly terminal condition.

ARTICLE XI

PROFESSIONAL LEAVES

A. Teachers may be granted one day leave of absence with pay for Administration approved visitation at other schools or attending meetings of an

educational nature. The number of teachers allowed to leave at one time will be with the discretion of the Administration. All requests for professional leave must be submitted in writing to the Administration at least 24 hours in advance.

B. A teacher called for jury duty or subpoenaed to give testimony before any judicial or administrative tribunal, shall be compensated for the time off between the difference between the teaching pay and the pay received for the performance of such an obligation.

C. A teacher who is a plaintiff or defendant, not related to teaching services, before any judicial or administrative tribunal, shall not be compensated, unless personal days are used, for the time missed from normal teaching duties. A teacher's personal business day may be used for such an absence.

D. Teachers shall be granted a minimum one half day of inservice training with the Administration approving the resource person.

ARTICLE XII

SABBATICAL LEAVE

A. Teachers who have been employed for seven (7) years shall be granted a sabbatical leave for one year. It shall include, but not be limited to, attending college, university or other educational institution. During said sabbatical leave, the teacher shall be considered as an employee of the Board providing said teacher states in writing his/her intent to return prior to March 1 of the year the leave expires.

B. Upon his/her return from the sabbatical leave, he shall be placed in his former or similar position and advanced to the next step on the salary schedule. During the leave, he shall not receive any salary, prepaid insurance, sick leave increments (MESSA Insurance paid for by the Board) or other fringe benefits. At no time will more than one teacher in the district be absent on

sabbatical leave at one time. The Board shall be responsible for granting all leaves. Approval by the Board will be contingent upon securing a certified employee to assume the applicant's duties. Sabbatical leaves shall be granted only once during the teacher's tenure in the district.

ARTICLE XIII

CONDITIONS FOR EXTENDED LEAVE

A. The following conditions shall apply to extended leaves of absence:

- (1) Requests for leaves shall be in writing.
- (2) Eligibility shall be based on a minimum of two (2) years of continuous service and having tenure in the district.
- (3) All extended leaves shall be limited to one year; further extensions shall be at the will of the Board.
- (4) Salary increments shall not accrue.
- (5) Fringe benefits shall not be received or accrue during leave.
- (6) Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated.
- (7) Written notice of intention to either return or resign shall be given the superintendent of schools by April 1 of the year in which the leave expires.
- (8) Reemployment during the school year shall be at the discretion of the Board, and reemployment for the beginning of a new school year shall depend upon an opening on the staff for which the teacher is qualified.

B. Upon written application, a leave of absence for up to one year may be granted without pay for study related to the teacher's licensed field or his professional growth. The regular salary increment shall accrue.

C. A leave of absence shall be granted up to one period of enlistment to teachers who are inducted into any branch of the armed forces of the United States. Reinstatement on completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.

D. A teacher may be granted a child care leave by the Board of Education after the end of the teacher's sick leave, which leave was taken due to a pregnancy. If a teacher wishes a child care leave, the teacher should give notification to the Board of Education three (3) months prior to the scheduled due date for the child. A teacher on child care leave shall not be entitled to any salary or fringe benefits and the teacher shall be assigned to the same step in the salary schedule upon return to teaching. The teacher, upon return, shall be assigned to the same or an equivalent teaching position, if such a position exists.

E. A teacher will be granted one year leave without pay prior to the beginning of, or at the conclusion of, the school year to campaign for himself or serve in public office. Further extensions shall be granted at the will of the Board. Reemployment will be made only if a position is available and the teacher is qualified.

ARTICLE XIV

TEACHER EVALUATION

A. The performance of all teachers shall be evaluated in writing by the Administration. Probationary teachers shall be evaluated at least twice a year. Tenure teachers shall be evaluated at least once a year. A written report shall be completed and signed by the superintendent or his designee and the teacher. The teacher's signature only acknowledges an evaluation has been made on him/her and is not to be construed the teacher is in agreement with the substance of the

evaluation. A copy of the report shall be given to the teacher upon request. A teacher may submit his own evaluation if he does not agree with the Administration's evaluation. Both evaluations are to be placed in the teacher's personal file. A teacher shall confer with the evaluator regarding his evaluation within five (5) calendar days. Adverse evaluations will not be considered reprimand or discipline, but reprimands or discipline resulting from adverse evaluations shall be grievable. Teachers whose services are being considered for termination under provision of the Tenure Act shall receive a registered letter of notification and a statement of the charges from the superintendent and advised of their rights under the Tenure Act for a hearing and appeal. However, non-tenure teachers may appear before the Board of Education, but are not entitled to a hearing before the Board of Education. Teachers who are so notified may be suspended with pay pending a final determination by the Board after completing a hearing as provided in the Tenure Act.

B. Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher to this review. Each teacher's personal file shall contain the following minimum items of information:

- (1) Current T.B. report and required medical information.
- (2) All teacher evaluation reports.
- (3) Copies of annual contracts.
- (4) Teacher certification.
- (5) A transcript of academic records.
- (6) Tenure information.
- (7) All criticism which had been brought to the attention of the teacher.

No material may be placed therein without allowing the teacher an

opportunity to file a response thereto, and said response shall become a part of the file.

C. Adverse evaluations shall not be considered reprimand or discipline, but reprimands or discipline resulting from adverse evaluations shall be grievable.

ARTICLE XV

DISCIPLINE OF TEACHERS

A. The Board may adopt rules and regulations not in conflict with the terms of this agreement concerning the discipline of teachers. No teacher shall be disciplined, including reprimand or suspension with or without pay, demotion or discharge without just cause. Probationary teachers shall not have a right to a hearing before the Board of Education, but may appear before the Board of Education. Among major areas of concern are included but not necessarily limited to the following:

- (1) Incompetence.
- (2) Insubordination against the reasonable rules of the Board.
- (3) Moral misconduct.
- (4) Any violation of the terms of this agreement.

B. The degree of violation and extent of discipline shall be determined by the Tenure Commission, or a court of competent jurisdiction, or by the arbitrator, if the issue is grievable under the term of this agreement.

C. Notwithstanding the foregoing, in the case of the discipline of a tenure teacher within the meaning of the Michigan Tenure of Teachers Act, just cause shall be determined under the Act.

D. Discipline of teachers shall be subject to the grievance procedure, provided, however, that as to probationary teachers, the Board shall give such notices of unsatisfactory work and such other notices as shall be required or

permitted by the Michigan Tenure of Teachers Act during the pendency of any grievance.

ARTICLE XVI

PROFESSIONAL BEHAVIOR

A. Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement. Any breach by a member of any of the above (Ref. Article XV, Paragraph A, Sub-Para. 1, 2, 3 or 4) shall also be considered unprofessional behavior. Further, during the term of this agreement neither the teacher organization nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the teacher's duties of employment) for any cause or purpose whatsoever. A violation of this clause may be subject to court action.

ARTICLE XVII

PROFESSIONAL IMPROVEMENT

A. The Board supports the principle of continuing training of teachers. In order to qualify for professional improvement, teachers must be enrolled at an accredited university or college, in the areas of study in which they may be certified to teach. They may convert fifty (50%) percent of their accumulated sick leave allowance to pay for tuition, fees and books, upon successful completion of such a course. A request for such payment must be turned in to the Board with the grade earned, within a month of the completion of the course. Courses outside the area of certification must be approved by the superintendent. The teacher must have permanent certification before any

courses outside their area of certification will be approved. Reimbursement for courses taken will not be subject to regular payroll deductions.

B. Any bargaining unit member who completes the requirements for additional endorsements required by the Department of Education shall receive full reimbursement from the Employer for his/her tuition, books, and transportation expenses upon the successful completion of the required endorsement/certificate.

ARTICLE XVIII

REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

A. In the event of a reduction of personnel, seniority shall be defined as the teacher's first working day in the school district (except that seniority shall not accumulate if so specified elsewhere in the contract).

B. The following provisions shall apply in the event of a reduction of personnel:

- (1) The Board shall publish a list of necessary staff positions based upon the proposed educational program for the forthcoming school year. Such a list shall include types and subject areas (grades 7 through 12). The list of staff positions shall be published and posted with a copy to the Association. Such list shall be so published and posted prior to any layoff. The list shall be updated at the beginning of each new semester. A teacher on a Board approved leave of absence shall only be replaced by a certified teacher who is issued an individual contract only for that time period during which the leave has been approved.
- (2) The Board shall endeavor to give forty-five (45) calendar days notice of layoff to the individual involved, and in the event of a millage failure or other financial considerations, notice would be given as

soon as possible.

- (3) As of the beginning of this contract, all new teachers having the same first day of work will participate in a drawing to determine placement on the Seniority List. Teachers so affected will be notified in writing of the time, date, and place of the drawing. The drawing shall be conducted with the parties affected, a representative of the Association, a representative of the Board, the Superintendent, and an office secretary to draw, in attendance.

C. The following provisions shall apply when it is necessary to reduce personnel:

- (1) No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel, for any school year, or portion thereof, unless they have been notified of said discharge or layoff in advance.
- (2) No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless he/she has been given written notice of said action. The teacher shall not be entitled to a hearing before the Board of Education.
- (3) Reduction shall be in the following order of priorities:
 - (a) certification, (b) length of service, and (c) qualifications.
- (4) A teacher shall lose his/her seniority only if he resigns, retires, is discharged by the Board, providing said discharge is not overturned by the Tenure Commission or through the courts or by the grievance procedure if a grievance is permitted elsewhere herein.
- (5) If an opening occurs, recall will be according to the following order of priorities: (a) certification, (b) length of service, and (c) qualification.
- (6) No teacher shall be employed by the Board while there are teachers of

the district who are laid off, unless there are no laid off teachers with proper certification and qualification to fill the vacancy which may exist or arise.

D. The Board shall give written notice of recall from layoff by sending a registered or certified letter, return reply requested. It is the responsibility of the teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notice to the teacher. If the teacher fails to report to work within ten (10) calendar days from the date of the recall and acknowledgement of receipt of same, the Board shall take action to terminate his/her individual employment contract, and any other employment relationship with the Board, and his/her name will be removed from the recall list pursuant to his/her actions.

ARTICLE XIX

SCHOOL CALENDAR

A. The school holidays shall be established by mutual agreement. There shall be no deviation from, or change in, the calendar except for emergency. Notification of any change shall be given the teacher in writing. The school calendar shall be set forth in Appendix A. The beginning and the end of the school year shall be determined by the Board.

B. The school year shall consist of 182 days. There shall be one (1) day for orientation and one (1) day immediately after the student school year for finalization of record keeping chores.

C. The District shall comply with MCLA 388.1701 (3) and (4) of the School Aid Act as amended by PA 239 of 1984, commonly called the "Snow Day Provision", however, the rescheduling of such days shall not entitle employees to additional compensation. Makeup days will be rescheduled by mutual consent of the Board

and the Association. In the event the law changes, the district shall return to the practice in effect prior to the passage of the above law, in which teachers were not required to attend, or make up days due to cancellations of school due to causes beyond the control of the district.

ARTICLE XX

PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this agreement are set forth in Appendix B which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the designated period. All teachers shall be given full credit on the salary schedule set forth by a school district accredited by a recognized accrediting agency.

B. Teachers required in the course of their regular working day to drive personal automobiles from one school building to another shall receive a car allowance of twenty-one (\$.21) cents a mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section. Written reports shall be submitted for all field trips and educational conferences before any reimbursement of expenses.

C. In recognition of service to the school district, a lump sum of ten (10%) percent of the teacher's current annual basic salary shall be paid to him on retirement as severance pay, provided said teacher shall have been employed in the school district for at least fifteen (15) consecutive years prior to his retirement. Retirement is as understood under the terms and conditions of the Michigan Retirement Act.

D. The Board agrees to provide, during the life of this agreement, full Messa Pac A Health Care Protection for each member of the bargaining unit while

employed by this district, (understood to consist of Messa Super Care II, Delta Dental E07, \$10,000 AD & D, VSP-3) and a maximum of \$130.00 for each employee opting Messa Pac B (understood to consist of Delta Dental E007, \$20,000 AD & D₁ and VSP-3). The difference between the cost of the B Pac and the \$130.00 may be used toward options and/or annuities of the employee's choice.

The Board shall make payments of insurance premiums for each member of the bargaining unit while employed by the district for full twelve (12) month coverage, commencing September 1 and extending to August 31. Premium on behalf of each member of the bargaining unit shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

E. All insurance premiums for part-time employee will be prorated by the actual hours and/or days worked. Each person covered under this proposal will further sign a statement attesting to the fact that there is no double coverage on health and medical insurance.

F. Changes in family status shall be reported by the employee to the office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premium made by the Board in his/her behalf for failure to comply with this section.

G. One seventh (1/7) of one's salary rate will be paid for teaching duties each class period, substituted during preparation hour.

ARTICLE XXI

SPECIAL TEACHING ASSIGNMENTS

A. Assignments for adult education, driver education, extra duties enumerated in Appendix B, and summer programs will be made by the Administration on the basis of preference to tenure teachers possessing permanent teaching certification and regularly employed in the district during the normal school year, and if within their fields of endeavor. Any assignments in addition to

the normal teaching schedule shall not be obligatory, but shall be with the consent of the teacher.

B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher, if possible.

ARTICLE XXII

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. Whenever a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional person, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such a pupil, upon the recommendation of the Administration.

B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack, or to prevent injury to another student. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or disruptive effect of the violation make the continuing presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations

will allow, full particulars of the incident in writing. Any case of assault upon a teacher which had its inception in a school centered problem, shall be reported immediately in writing to the superintendent or his designated representative. In the event of such an assault, the teacher involved may request assistance of the Board in such matters. These requests shall be made in writing to the superintendent. If any teacher is complained against, or sued, by reason of disciplinary action in accordance with Board policy taken against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

C. Time lost by a teacher in connection with any incident mentioned in this article, not compensable under the Worker's Compensation Laws, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction. Corporal punishment shall be administered only with the principal being present.

ARTICLE XXIII

PROFESSIONAL GRIEVANCE PROCEDURE

A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this contract may be processed as a grievance hereinafter provided. It shall be recognized that a grievance is a complaint alleging a violation of a specific article, or a sanction of this agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

- (1) The termination of services or failure to reemploy any probationary teacher.
- (2) The placing of a non-tenured teacher on a third year probation.
- (3) The termination of services, or failure to reemploy, any teacher to a position of the extracurricular schedule.

(4) Any matter for which there is recourse under the Michigan Tenure Act.

B. It shall be the general practice of all parties in interest to process grievance procedures during the time when and which do not interfere with the assigned duties, provided, however, in the event it is agreed by the Board to hold the proceedings during regular working hours a teacher participating in any level of grievance procedure, with a representative Board, shall be released from assigned duties without loss of salary.

C. A teacher, at any time, may present the grievance at any level and have the grievance adjusted without intervention of the Association, provided, however, that said adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to be present at such adjustment.

STEP ONE. Within five (5) school days of the occurrence of an alleged grievance, the teacher shall submit on the form attached to this agreement as Appendix C, a written grievance to the building principal. If a grievance is not submitted within five (5) calendar days, then the grievance shall be considered waived. Within five (5) calendar days following the receipt of the written grievance, the building principal shall meet with the teacher in an effort to resolve the grievance. Within five (5) calendar days following said meeting, the building principal shall submit a written answer to the teacher.

STEP TWO. If the teacher is not satisfied with the written answer of the building principal, within five (5) calendar days following receipt of said answer, the grievance shall be submitted to the superintendent. Within seven (7) calendar days following receipt of the written grievance, the superintendent shall meet with the teacher in an effort to resolve the grievance. Within five (5) calendar days following said meeting, the superintendent shall submit a written answer to the teacher.

STEP THREE. If the teacher is not satisfied with the written answer of the superintendent, within five (5) calendar days following receipt of said answer, the grievance shall be submitted to the secretary of the Board or its designee. The Board at its next regular meeting, or within four (4) weeks, whichever occurs first, shall meet with the teacher or local Association in an effort to resolve the grievance.

STEP FOUR. If the local Association is not satisfied with the written answer of the Board, within seven (7) calendar days following receipt of said answer, the grievance may be submitted to the American Arbitration Association in accord with its rules.

D. The Board and the teacher, or his designated representative, shall not be permitted to assert in such arbitration proceedings on any ground or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add or subtract from the terms of this agreement. Both parties agree to be bound by the ruling of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be equally shared by the parties involved. The arbitrator shall hold meetings promptly and issue his decision not later than thirty (30) days from the day of the close of the hearings unless mutually extended by the parties.

E. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event that a grievance is filed after May 15 of the current school year, and strict adherence to the time limits may result in hardship to any party, the Board may use its best efforts to process such grievance prior to the end of the school term, or as soon as possible. Notwithstanding the expiration of this agreement, any

claim or grievance arising during this agreement may be processed through the grievance procedure until resolution.

ARTICLE XXIV

EXTRACURRICULAR

Any and all positions regarding extracurricular activities, including but not limited to coaching positions and other non-tenure assignments, shall not be part of this contract and shall be non-tenured assignments. A coach and anyone holding an extracurricular assignment shall have no expectancy of serving in that position from one year to the next. All coaching and extracurricular assignments shall be declared vacant annually and within 45 days after the end of the coaching season, or the conclusion of the extracurricular assignment, the coach or person holding said assignment, shall be notified as to that reappointment for the ensuing season or assignment. The Board's determination not to appoint or reappoint any individual to a coaching or other extracurricular assignment shall not be subject to the grievance procedure. The job shall be posted according to the rules of the school district.

ARTICLE XXV

CONFERENCE COMMITTEE

A special conference committee shall meet at least once a semester, and if necessary more, to discuss relevant matters dealing with the school and to provide open communications for the teachers, Administration, and the Board of Education. The special conference committee shall be made up of the following representatives: An early elementary teacher, a later elementary teacher, a middle school teacher, a high school teacher, two Board members, and all administrators. This committee shall be advisory only and shall not make any policy regarding the operation of the school system.

ARTICLE XXVI

NEGOTIATION PROCEDURES

A. This agreement shall remain in effect for the school year 1988-89.

B. Release time shall be provided the Association's negotiation committee to permit the parties to alternately meet both during and after school hours, if requested by the School Board's negotiation team.

C. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

D. There shall be fifty (50) signed copies of the final agreement. For the purpose of record, one retained by the Board, one by the Association, and one by the Superintendent. The Cost of printing the contract is to be shared equally between the Association and the Board.

E. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiating. During the term of this agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

F. Expiration of this contract shall be August 31, 1989.

SALARY SCHEDULE

1988-89

YEARS	BA PROV	BA CONT	BA+35/MA	MA+15
0	15984	16509	17034	17559
1	16464	17004	17545	18086
2	16958	17514	18071	18629
3	17467	18039	18613	19188
4	17991	18580	19171	19764
5	18531	19137	19746	20357
6	19087	19711	20338	20968
7	19660	20302	20948	21597
8	20250	20911	21576	22245
9	20858	21538	22223	22912
10	21484	22184	22890	23599
11	22129	22850	23577	24307
12	22793	23536	24284	25036
13	23477	24181	25013	25787
14	24181	24906	25763	26561
15	24906	25653	26536	27358
16	25653	26423	27332	28179
17	26690	27491	28427	29299
20	27491	28307	29272	30170
25	27691	28507	29472	30370

\$200 longevity payment for each year of service starting at the 25th year.

EXTRA CURRICULAR SCHEDULE (ATHLETICS)

<u>AREA</u>	<u>88-89</u>
Athletic Director	1040
Var. Boys' Basketball	2060
Var. Girls' Basketball	2060
JV Boys' Basketball	1330
JV Girls' Basketball	1330
7th Grade Boys' Basketball	630
7th Grade Girls' Basketball	630
8th Grade Boys' Basketball	630
8th Grade Girl's Basketball	630
6th Grade Boys' Basketball Coach	250
6th Grade Girls' Basketball Coach	250
5th Grade Boys' Basketball Coach	250
5th Grade Girls' Basketball Coach	250
Cross Country	470
High School Boys' Track	630
High School Girls' Track	630
Junior High Boys/Girls' Track	470
Cheerleading Advisor	600
Junior High Cheerleading Advisor	250
5th/6th Grade Cheerleading Advisor	200

1-2 years	1,860
3-4 years	1,960
5 over	2,060

EXTRA CURRICULAR SCHEDULE (MISCELLANEOUS)

<u>AREA</u>	<u>88-89</u>
Drivers' Ed (per hour)	12.70
Senior Class Advisor	430
Junior Class Advisor	310
Student Council	350
School Paper	570
Yearbook	590
Drama	180
Extra Curricular Music	760
Summer Band	410

EXTRA CURRICULAR MUSIC DIRECTOR

As part of their contractual agreement, the music teacher of Big Bay de Noc School will also assume the position of extra curricular music director. The responsibilities of this position include (each item represents ten percent of the total extra curricular salary):

1. Pep band performances at football games (weather permitting).
2. Pep band performances at boys' basketball games.
3. Pep band performances at girls' basketball games.
4. Participation in honors band.
5. Participation in band and orchestra festivals.
6. Participation in solo and ensemble festivals.
7. Two secondary school concerts per school year.
8. Two elementary programs per school year.
9. Attendance at all M.S.B.O.A. meetings selected by the superintendent or designee.
10. Graduation.

Compensation for this position will be negotiated by the M.E.A. and Big Bay de Noc School Board as part of the extra curricular contract.

Music Teacher

Superintendent
Big Bay de Noc School District
Cooks, MI 49817

Big Bay de Noc Education
Association

By: Joel Hoban
Its President

Upper Peninsula Education
Association

By: Louis A. Henneis MEA
Its Chairperson

Board of Education

By: Jon Harwood
Its President

By: Carol Dalgard
Its Secretary

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