

Van Buren
8/22/82

AGREEMENT

Between

BOARD OF EDUCATION OF BLOOMINGDALE PUBLIC
SCHOOL DISTRICT #16

and the

VAN BUREN COUNTY EDUCATION ASSOCIATION/
BLOOMINGDALE EDUCATION ASSOCIATION, MEA-NEA

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Bloomington Public Schools

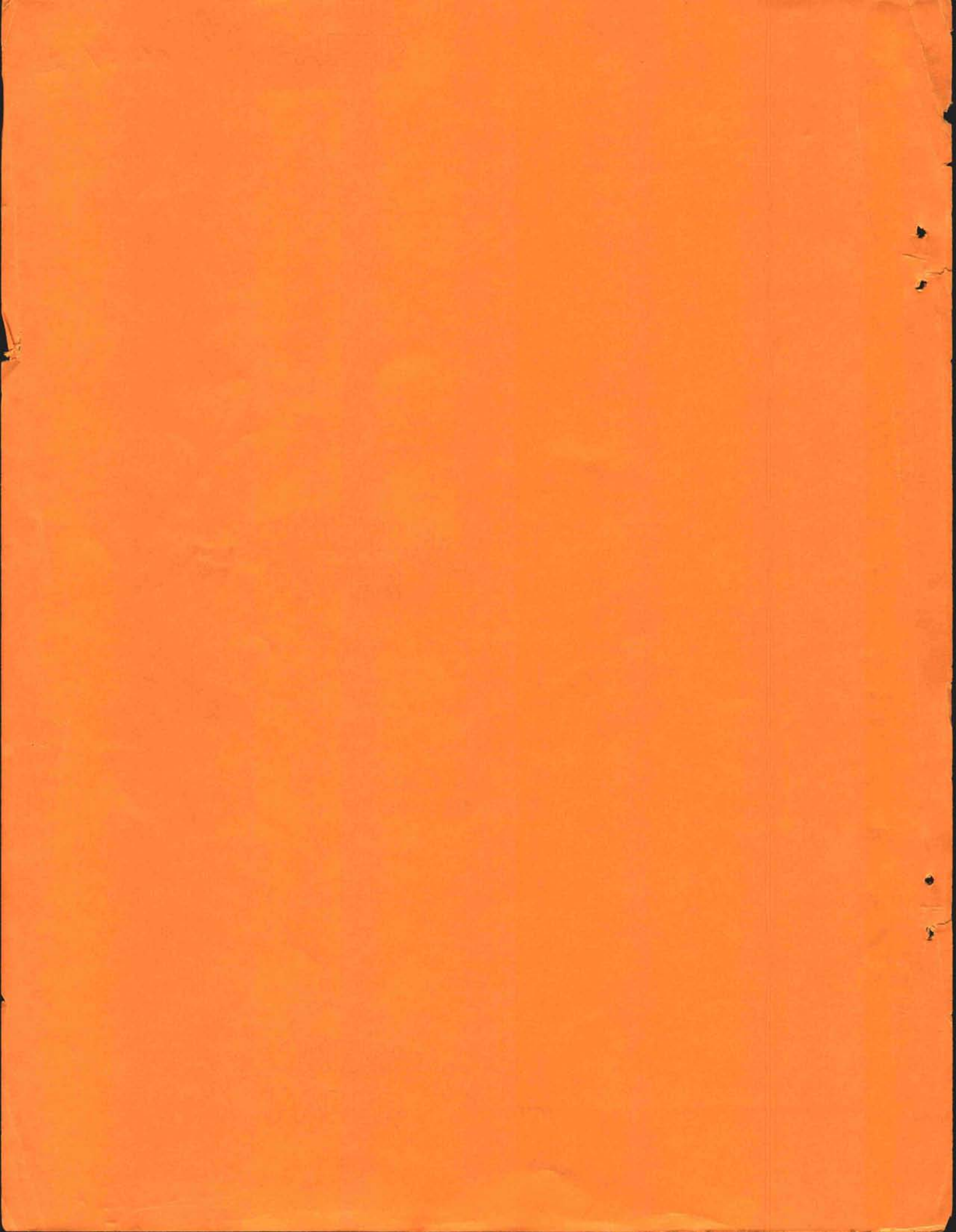


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INTRODUCTORY CLAUSE

This Agreement is entered into this 24th day of September, 1979, by and between the Board of Education of the Bloomingdale Public School District #16 of Allegan and Van Buren Counties, Michigan, hereinafter called the "Board" and the VBCEA/Bloomingdale Education Association, MEA-NEA, hereinafter called the "Association".

WITNESSETH

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of Bloomingdale is their mutual aim and that the character of such education depends predominantly upon the quality and morale and performance of the teaching service, and

Whereas, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representatives of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

Whereas, the parties have reached certain understanding which they desire to confirm in this Agreement,

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

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representatives for all persons holding positions which comprise the bargaining unit as hereinafter defined.

- B. The bargaining unit is defined to mean full-time and regularly employed part-time certified classroom teachers including guidance counselors, department chairperson, head teachers, librarians, but excluding therefrom supervisory personnel, such as but not necessarily limited to, the superintendent, assistant superintendent, administrative assistant, principals, assistant principals, and athletic director, as well as para-professionals, substitute teachers, and all others.

- C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II

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 all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and of the United States, including, and without limiting the generality of the foregoing, the right;
- (1) To the executive management and administrative control of the school system and 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 qualifications 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 students, all as deemed necessary or advisable by the Board;
 - (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature;
 - (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment;
 - (6) To establish, modify, or change any work or business or school hours or days;
 - (7) To determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein; the institution of new and/or improved methods or changes therein;
 - (8) To determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;

ARTICLE II - RIGHTS OF THE BOARD (continued)

(9) To adopt rules and regulations for the operation and management of the schools and the school district.

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

ARTICLE III

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other legal activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of the State of Michigan and the United States.
- B. Use of school building facilities before or after regular class hours and during lunchtime for Association meetings must have prior approval of the Board. The Board hereby designates as its representative for such purpose the Superintendent of Schools or his designated representative. The Board retains the right of room assignment. The use of school phones, equipment, and supplies for Association business must have the prior approval of the Superintendent or his designated representative. The Association will reimburse the Board in full for any costs or changes incurred through such use.
- C. Space on a bulletin board in each building shall be reserved for the use of the Association for the purpose of posting material dealing with the Association business. The Association shall have use of teacher school mailboxes for the purpose of distributing Association materials. No mail shall be placed in teacher's school mailboxes that deals with participation in, or information about any strike, work stoppage, or slowdown. No

ARTICLE III - ASSOCIATION AND TEACHER RIGHTS (continued)

teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association.

- D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: Annual financial reports and audits; register of certificated personnel; tentative budgetary requirements and allocations (including allocations by the county board); agendas and minutes of all Board meetings including bill payments; census and membership data; names and available addresses of all teachers; salary step and college or university degrees; and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. The Association must specify the information desired in a written request addressed to the Board and signed by the President of the Association. Original records are to be examined only at the school office in the presence of the administrator or his designated representative charged with their safe keeping. The Board is under no obligation to undertake special studies, or to call in outside consultants in order to secure and give to the Association such information which is not readily available. The Association shall reimburse the Board for any expense directly incurred as a result of the request for such information or making records available.

ARTICLE III - ASSOCIATION AND TEACHER RIGHTS (continued)

- F. The Board shall notify the Association on any new or modified construction program or major revisions of the educational policy which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- G. No religious, political activities, or enjoyment of full rights of citizenship or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The personal and private life of any teacher is not within the appropriate concern or attention of the Board; any exception must be with Association approval.
- H. The provisions of this Agreement and the wages, hours, terms, and considerations of employment shall be applied without regard to race, creed, religion, color, national origin, sex, age, or marital status.
- I. The parties agree that all aspects of the school calendar are negotiable including length of the school year, and further agree that the school calendar shall be set forth in Schedule D. Any deviation shall be by mutual written consent. Should the calendar fail to meet the one hundred eighty (180) day requirement for State aid entitlement in full, the Board's representatives and the Association shall revise the calendar.
- J. The Superintendent shall place on the agenda of each regular Board meeting any matters brought to his attention by the Association so long as those matters are made known at the Superintendent's office one (1) week prior to said regular meeting.

ARTICLE IV

PAYROLL DEDUCTIONS

- 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 dues in the Association which shall be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. The deduction of membership dues and/or fees shall be made from each regular pay check for 1, 6, 19, or 24 pay periods beginning with the third pay period of each year.

A teacher employed after the start of the school year shall pay dues or equivalent fees for each month or portion thereof on the basis of ten percent (10%) of total yearly dues or fees per month of employment in which he is actively employed.

- B. (1) Any teacher 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 teaching duties, shall, as a condition of employment, pay a representation fee to the Association of an amount equal to the dues of the Association, provided, however, that the teacher may authorize payroll deductions for such fee directly to the Association as provided in the preceding section. In the event that a teacher shall not pay such representation fee directly to the Association or authorize payment through payroll deductions as provided in the preceding section, the Board, at the request of the Association, shall terminate the employment of such teacher.

(2) The procedure in all cases of discharge for violations of this Article shall be as follows:

- (a) If the teacher fails to comply within ten (10) days after notification, the Association may file charges in writing with the Board and shall request termination of teacher's employment. A copy of the notice of non-compliance and proof of service upon the teacher shall be attached to said charges.
- (b) The Board, upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with the said Act.

In the event of compliance at any time prior to discharge, charges shall be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the dues and/or representation fee.

(3) The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective agreement. The Association further agrees to indemnify the Board and/or each individual Board member for any costs or damages which may be assessed against the Board and/or each individual Board member as the result of said action, subject, however, to the following conditions:

- (a) The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board and/or each individual Board member or its agents.
- (b) The Association has the right to choose the legal counsel to defend any said suit or action.
- (c) The Association shall have the right to compromise or settle any claim made against the Board and/or each individual Board member under this section.

ARTICLE IV - PAYROLL DEDUCTIONS (continued)

- C. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for approved annuities and/or School Employees Credit Union.

ARTICLE V

TEACHING HOURS AND CLASS LOADS

- A. Teachers shall report no later than 8:20 A.M. and shall be free to leave the building at 3:10 P.M. All teachers shall have a duty free lunch period of thirty (30) continuous minutes.

It is agreed that when a teacher's hourly rate is calculated the work day shall equal 6.5 hours.

Teachers are encouraged to remain for a sufficient period after the close of the pupils' day to attend to those matters which may properly require attention at that time. When the Superintendent or his designated representative determines that students shall be dismissed because of inclement weather, the teachers' day of those students shall end at the close of the students' day.

- B. A maximum teaching load in the middle school and the senior high school will be five (5) teaching periods per school day. Assignments to a supervised study period or another assignment requiring coordination of programs will be considered a teaching assignment. (It is recognized that in the event of full-day school sessions, the five (5) period day will be expanded to a six (6) period day with one (1) period becoming a teacher preparation period).

The weekly teaching load in the elementary will not exceed thirty (30) hours of pupil classroom contact per week.

ARTICLE V - TEACHING HOURS AND CLASS LOADS (continued)

- C. Elementary teachers may use for preparation all times during which their classes are receiving instruction from various teaching specialists; except at the reasonable request of the specialized teacher the classroom teacher will be present in the room with the class to assist this teacher. All teachers shall be given an uninterrupted duty-free lunch period of not less than thirty (30) minutes. Elementary instructors shall during inclement weather remain in their rooms during morning and afternoon recess. The Administration will establish rotating relief periods by using teacher aides.
- D. The person with the authority to place a student on detention shall have the responsibility of supervision of that student while on detention. The elementary staff and principal will establish a mutually agreeable policy concerning noon detention.
- E. If a teacher (high school librarian excepted) agrees to teach more than the normal teaching load as set forth in this Article, he shall receive compensation at one and one-half (1-1/2) times his hourly rate for each teaching period in excess of such norms.
- F. A teacher engaged during the school day in behalf of the Association in any formal step of the Grievance Procedure as set forth in Article XXII of this Agreement shall be released from regular duties without loss of salary.
- G. (1) Recognizing the need for parent-teacher conferences, the Educational Association and the Board agree that at least one (1) day/night per

ARTICLE V - TEACHING HOURS AND CLASS LOADS (continued)

semester may be set aside for such conferences. Plans for such conferences will be worked out by the building administration with their staffs, and attendance shall be required.

(2) All teachers will make arrangements to be available at parents' request throughout the school year, at a mutually agreed upon time within three (3) days of the request.

H. Instructors shall receive written permission from the Administration in advance before altering the regular student instruction day.

I. All inservice sessions with the approval of the Superintendent, shall be scheduled during the regular school day.

J. All teachers shall be required to attend workday sessions pro-rated according to the number of hours in their regular teaching day. This in no way limits the obligation to attend parent-teacher conferences in Section G above.

K. The Board will grant record days as specified in the calendar at which time there will be general staff meetings not to exceed one (1) hour in length. Attendance at these meetings will be mandatory by all staff members. One (1) hour for Association business will be provided during record days

L. Less than full-time assignments or more than full-time assignments will be avoided whenever reasonably possible.

ARTICLE V - TEACHING HOURS AND CLASS LOADS (continued)

- M. The Board shall make every reasonable effort to schedule EPPC meetings during the school day. However, when a teacher is required to attend EPPC meetings before/after the school day, he/she shall be paid at his/her hourly rate (Article XVIII C) up to a maximum of two (2) hours per meeting and for a maximum of five (5) such meetings during any school year.

ARTICLE VI

TEACHING CONDITIONS

A. The Board recognizes the need for the control of class size, but because of the present over-crowded conditions it is further recognizable that it may be impractical to adhere strictly to the following maximums. Therefore, all scheduling of classes, teaching loads, and number of preparations shall be done in consultation with a representative committee of the Association. However, whenever possible, both parties shall strive not to exceed the following maximums:

Kindergarten	22
Early Elementary	25
Later Elementary	27
English and Languages	25
Mathematics	25
Science	25
Business Subjects	25
Industrial Arts	20
Homemaking	20
Art	25
Physical Education	35
Social Studies	30
Music (except performing groups)	30

B. Teachers, either individually, or through established committees, shall be given the opportunity to make recommendations concerning educational programs and the purchase of equipment and materials. The Association, however, recognizes the right of the Board to make all final decisions in the

ARTICLE VI - TEACHING CONDITIONS (continued)

adoption of such programs and in determining which materials and equipment shall be purchased.

C. The Board shall provide:

- (1) A desk, file cabinet, bookcase and storage cabinet at each teaching station.
- (2) Suitable closet space for each teacher to keep coats, overshoes, and personal articles. Some area for the safekeeping of valuables.
- (3) Adequate chalkboard space in every classroom.
- (4) Copies for teachers use of all texts in each of the courses he/she is to teach.
- (5) At least one dictionary in every room.
- (6) Storage space in each classroom for instructional materials.
- (7) Adequate attendance books, paper, pencils, pens, chalk, erasers, and other necessities required in daily teaching.

D. The Board shall establish a petty cash fund at each school level to be administered by the Principal or his designated representative.

E. The Board shall, if it determines that facilities and funds permit, make available in every building, except Pullman and Burrows as they now exist, lunchroom, restroom, and lavatory facilities for staff and one room furnished as a lounge.

F. The Board shall provide telephones for teacher use. Personal toll calls shall be at the teacher's own expense.

G. (1) Adequate off street parking will be provided for teacher use.

ARTICLE VI - TEACHING CONDITIONS (continued)

- (2) The Board will reimburse the teacher in an amount not to exceed fifty dollars (\$50.00) on a claim of damage or loss to the teacher's vehicle while parked in the school parking lot while fulfilling obligations of employment.

This will apply when the damage or loss has not been the result of negligence on the part of the teacher. Articles of personal property shall be included in this obligation provided the loss is the result of a forcible entry of a securely locked vehicle or compartment, and proof of loss can be provided.

This obligation will be payable after any possible insurance claim has been settled, or if the loss is uninsured, upon presentation of a bill for damage or police report of loss.

- H. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which pose certain danger to their health and safety.
- I. In High School and Middle School no teacher shall have more than three preparations unless they agree individually to teach more.
- J. Teachers shall be provided with the necessary release time on a matching time basis to complete any required curriculum tasks approved by the Administration.

ARTICLE VII

DEPARTMENT CHAIRPERSONS

- A. One (1) Department Chairperson to serve the middle and high schools shall be chosen by the Administration by October 1 for each of the following departments: the English-Language Department, the Social Studies Department, the Science Department, the Mathematics Department, the Vocational-Arts Department, and the Physical Education Department.
- B. In the elementary, a Grade-Level Chairperson shall be chosen by the Administration by October 1 for Grades K through 3 and one (1) for the Grades 4 through 5.
- C. The duties of the Department Chairperson and the Grade-Level Chairperson shall be:
- (1) To coordinate the final ordering of all supplies, films, and equipment for the department or grade-levels. This is with the exception of the Vocational-Arts Department, in which case, each member of the Department shall be responsible for the ordering of his/her own supplies for his/her classes.
 - (2) To advise and guide new teachers in the department or grade-levels.
 - (3) To review and evaluate all courses and curriculum with the teachers in the department or grade-levels.
 - (4) To call and chair frequent meetings of the members of the department or grade-levels and to attend meetings at the other level when problems cannot be solved through other meetings or when problems arise that are of such nature that their presence is needed.
 - (5) To exercise such coordinating and administrative functions as are required by the administration, such as: relaying information, fulfilling reasonable orders, etc.
 - (6) The Department Chairperson shall serve as teacher representative to the Curriculum Committee.

ARTICLE VII - DEPARTMENT CHAIRPERSONS (continued)

- D. A curriculum committee will be made up of Department Chairpersons, the Librarian, Administration and/or Board with a procedure provided for input by students and citizens of the district. The Committee is to review present curriculum, explore innovative and experimental programs, and present recommendations to the Board of Education.

- E. Costs of said committee will be shared equally by the BEA and the Board of Education, a joint expenditure, not to exceed \$250 for the 1979-80 school year.

- F. The Department Chairperson and the Grade-Level Chairperson, for the purpose of this Contract, shall receive remuneration according to the Salary Schedule B.

ARTICLE VIII

QUALIFICATIONS AND ASSIGNMENTS

- A. Teachers shall not be assigned outside of their teaching certification or their major or minor field of study except temporarily and for good cause. It is understood and agreed that 'temporarily and good cause' shall be fulfilled at least in the situation where the Board of Education is complying Article XVI - Reduction of Personnel. Such assignment shall be made on the basis of seniority, the least senior teacher being the first to be reassigned.
- B. Preliminary assignments shall be given by the end of the current school year. Teachers who will be affected by a change in assignment for the coming school year will be consulted and notified prior to July 1 of any necessary changes which are known prior to that period between July 1 and the beginning of the school year and that the Board of Education reserves the right to make such changes.
- C. No teacher, librarian, or counselor shall be required to leave his assigned duties so as to substitute for another teacher or perform some other function except in an emergency. The Administration shall make every effort to secure a substitute teacher from their list of substitute teachers, before any emergency shall exist.

ARTICLE IX

VACANCIES, TRANSFERS, AND PROMOTIONS

- A. In making assignments, the Board shall consider the interests, aspirations and seniority of the teacher. Transfer requests may be made by the teacher in writing to the Superintendent with a copy filed with the Association.
- B. Whenever a vacancy in a position in the district shall occur, the Board will advise the Association. A vacancy shall be defined for purposes of this contract as a position presently unfilled or a position currently filled but which will be open in the future. Any teacher may apply for such vacancy. Applicants from within the system will be considered along with those from without with the Board making the final decision in its best judgment.
- C. The Board supports the policy of filling all teaching positions from within the teaching staff when abilities and qualifications of all applicants are equal.
- D. An involuntary transfer will be made only in the case of emergency and/or to prevent undue disruption of the instructional program. The teacher and Association shall be notified of reasons for such a move.
- E. Any teacher who shall be transferred to a supervisory position and shall later return to a teacher status, shall be entitled to retain any tenure rights as a teacher held prior to such transfer.
- F. Any resignation submitted by a member of the bargaining unit may be revoked by said member within two (2) calendar weeks of its submission prior to July 15.

ARTICLE X

LEAVES

PAID LEAVES

- A. All teachers shall be entitled to twelve (12) days per year paid leave, with accumulation of one hundred (100) days. Teachers new to the system shall be credited with the full twelve (12) days for the first year. In the event that the year is not completed, one (1) day per fifteen (15) session days shall be deducted from compensation for that portion of the year remaining. Teachers beginning after the regular beginning of the school year shall be credited with one (1) day per fifteen (15) session days for the remaining portion of the school year.
- B. Circumstances under which paid leave may be utilized are as follows:
- (1) Personal illness, hospitalization, disability and/or injury of teacher; up to the maximum amount. The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery. The Board may require a physician's statement for extended illness of five (5) days or more.
 - (2) Illness, hospitalization, disability and/or injury of immediate family defined as: spouse, children, parents of teacher and/or spouse, and relative residing within household of teacher: up to the maximum amount.
 - (3) Death of member of immediate family as defined in two (2) above, and brother, sister, grandparents and grandchildren of teacher and/or spouse: as needed up to ten (10) days per occurrence.
 - (4) Death of other relatives or friends: one (1) day per occurrence.
 - (5) Teachers absent from work because of illness contracted in the school system due to communicable disease present in the school system at that time shall not be charged paid leave or loss of salary. These diseases are mumps, measles, chicken pox, scarlet fever, and unusually severe flu epidemics.

ARTICLE X - LEAVES (continued)

- (6) Personal Business Leave. A teacher may use up to two (2) days per year of his/her accumulated paid leave for this purpose. However, request for such leave must be made at least three (3) days in advance to the Superintendent or his designated representative, unless an emergency develops. Personal Business Leave shall be used only in situations of urgency, for the purpose of conducting personal business which is impossible to transact on weekends, after school hours, or during recess periods. Such leave shall not be used for picketing in other districts or showing sympathy for strikes in other districts, hunting, fishing, vacation or recreational activities, working either with or without remuneration for themselves or for anyone else, or for seeking other employment, unless the teacher requesting the leave has been notified of layoff or discontinuance of employment by the system.
- C. The amount to be deducted because of exceeding these limits will be the teacher's yearly salary divided by the number of contract days for each day so exceeded.
- D. Teachers must call at a reasonable hour, as established by the administration, before school to acquire a substitute. Teachers will give cause of absence and leave contact phone for possible consultation. Probationary teachers will have lesson plans on file at the school for all such absences. Tenure teachers may have lesson plans on file at the school for all such absences or will provide other adequate plans. Failure to comply with these conditions will result in loss of pay for those days in which conditions are not satisfied. No teacher will be charged a paid leave day when school is closed by an act of God or reasons consistent with this contract.
- E. At the beginning of each school year (no later than September 30), the administration will notify each teacher of the correct number of paid leave days which he/she has accumulated.

ARTICLE X - LEAVES (continued)

- F. The Sick Leave Bank will be administered by the BEA. Each new teacher shall contribute two (2) days to the Sick Leave Bank. Should the Sick Leave Bank go below sixty (60) days, each teacher shall contribute one (1) day to the Sick Leave Bank.
- G. Any teacher who is retiring from the teaching profession with ten (10) years in the Bloomingdale School System at age 55 or above, shall be entitled to a sum of the total unused paid leave days accumulated times \$6.00. This sum shall be paid at the time of retirement.
- H. The retirement age shall be 70. The Board may, at its discretion, allow teachers to work beyond this age.

UNPAID LEAVES

- A. The Board upon the written request of a teacher, may grant unpaid leave of absence for the following reasons:
- (1) An unpaid leave for up to two (2) years for exchange teaching programs, foreign or military teaching programs, and/or for military induction may be granted upon the request of the teacher. Provided that the teacher states his/her intention to return upon completion of such assignment, the teacher will be restored to his/her former position or to a position of like nature and status and will be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
 - (2) An unpaid leave for up to two (2) years for Peace Corps, Teacher Corps, Job Corps assignments, cultural travel or work programs related to teaching responsibilities may be granted upon the request of the teacher. Provided that the teacher states his/her intention to return upon completion of such assignment, the teacher will be restored to his/her former position or to a position of like nature and status and will be placed at the same position on the salary schedule as when he/she left.

ARTICLE X - LEAVES (continued)

- (3) An unpaid leave for up to one (1) year for the purpose of campaigning for or service in public office may be granted upon the request of the teacher. Provided that the teacher states his/her intention to return upon completion of such leave, the teacher will be restored to his/her former position or to a position of like nature and status and will be placed at the same position on the salary schedule as when he/she left.
- ✓(4) Teachers who have been employed for seven (7) years may be granted an unpaid sabbatical leave for up to one (1) year. A teacher, upon return from a sabbatical leave, will be restored to his/her former position or to a position of like nature and status and will be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
- (5) Maternity and/or adoption leave for the purpose of caring for a new-born or adopted infant for the duration of the school year and/or up to one (1) full school year may be granted upon the request of the teacher. Provided that the teacher states his/her intention to return upon completion of such leave, the teacher will be restored to his/her former position or to a position of like nature and status and will be placed at the same position on the salary schedule as when he/she left.
 - (a) In the event of the death of the object child of the leave, the leave of absence may be terminated upon the request of the teacher to become effective at the beginning of the following semester.
 - (b) Leave for child care should include seriously ill children and terminally ill children with no limit.
- (6) A teacher who is unable to teach because of personal illness, hospitalization, disability and/or injury and who has exhausted all paid leave available may be granted an unpaid leave of absence for the duration of his/her illness, hospitalization, disability and/or injury or the contract year, whichever occurs first. Provided that the teacher states his/her intention to return upon completion of such leave, the teacher will be restored to his/her former position or to a position of like nature and status and will be placed at the same position on the salary schedule as when he/she left.
- (7) An unpaid leave for up to one (1) year for physical or mental disability may be granted upon the request of the teacher, and the Board may, without request, grant leave of absence without pay because of physical or mental disability for a period not to exceed one (1) year, provided that any teacher so placed on

ARTICLE X - LEAVES (continued)

leave of absence shall have the right to a hearing with his/her representative from the Association present, if he/she so desires, on such unrequested leave of absence in accordance with the provisions for a hearing in Article IV, Section 38.104 of the Michigan Teacher Tenure Act, 1967, and provided that no leave of absence shall serve to terminate continuing tenure previously acquired. Provided that the teacher states his/her intention to return upon completion of such leave, the teacher will be restored to his/her former position or to a position of like nature and status and will be placed at the same position on the salary schedule as when he/she left.

- (8) At their request, teachers shall be granted unpaid leave for up to one (1) year. Teachers upon return from such leave shall be returned to the position held prior to taking such leave unless such position has been filled by a teacher with more seniority.
- (9) Other unpaid leaves may be granted upon advance application of the teacher at the discretion of the Board.

B. A teacher who is called for Jury Duty or to give testimony before any legal, judicial, or administrative tribunal and providing that it will not apply to any cause in which the teacher is the party to the action, shall be compensated for the difference between their teaching salary and that which they received for performance of such duty.

C. The Board will grant ten (10) Association leave days to be administered by the BEA. The BEA will reimburse the Board for the cost of a qualified substitute. Notification of the days used shall be submitted to the Superintendent.

look at file for copy
Call Campbell
BE Campbell how we approach it.

no, it's to a position I like
considered
what is it
nothing written

ARTICLE XI

ACADEMIC FREEDOM

- A. Academic freedom shall be guaranteed to a teacher, and no special limitations shall be placed on the study, investigation, and presentation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning with the exception that all sides of an issue must be presented including basic coverage of the fundamental ideas, concepts, and philosophies presented by the text provided for the course.
- B. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic, and social environment and that teachers cannot be held solely accountable for pupil achievement.

ARTICLE XII

TEACHER EVALUATION

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least once each semester during their probation. Tenure teachers shall be evaluated at least once during every two (2) years.
- B. Each evaluation shall consist of classroom visitations of a minimum of twenty-five (25) minutes each. Teachers will be informed of the specific criteria upon which they will be evaluated. Each observation shall be, at the discretion of the teacher, preceded by a pre-observation conference between the administrator and the teacher so that the administrator can be apprised of the teacher's personal objectives, methods, and materials planned for the teaching-learning situation during which the teacher is to be observed. One time each semester the teacher may ask the evaluator to come at some other time if the visitation would not be conducive to the successful completion of that day's lesson plan. No electronic or mechanical devices will be used except in the evaluation of counselors and they may only be used there with the consent of the counselor and the counselee. Complaints shall not be incorporated into the teacher's evaluation unless the teacher has been informed of the complaint. All aspects of a teacher's assignment, including unusual requirements or responsibilities, adequacy of teaching stations and equipment, and students assigned, will be taken into consideration when considering teacher evaluation and expectations. The evaluator will make written evaluation and have a conference within one (1) week with the teacher to review written evaluation. The teacher will sign the written evaluation, as having seen it, and the evalua-

ARTICLE XII - TEACHER EVALUATION (continued)

tion will be placed in his/her personnel file. If the teacher is dissatisfied with the written evaluation, he/she may write a statement which will be attached to the evaluation.

- C. No later than April 1 of each year, a final written evaluation report will be furnished to the Superintendent and a copy given to the teacher. If the final report contains any information not previously made known and discussed with the teacher, the teacher has the right to furnish additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher, in writing, of the reasons and provide for a hearing where requested.
- D. Each teacher shall have the right to review his/her personnel file at any time in the presence of the administrator or his representative. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE XIII

PROFESSIONAL BEHAVIOR

- A. Teachers will comply with all rules, regulations, and directions adopted from time to time by the Board or its representatives which are not inconsistent with this Agreement.
- B. The Association recognizes that abuses and willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely on the teaching profession and creates undesirable conditions in the school system. Alleged breaches of the Code of Ethics of the MEA (Article XIII of the MEA Const. 1968) shall be promptly reported to the Association and the offending teacher. The Association will use its best efforts to correct breaches of professional behavior of any teacher and in appropriate cases institute proceedings against the offending teacher. Nothing in this paragraph shall limit the rights of the Board, under law, to take whatever action it deems necessary against the offending teacher.
- C. A teacher at all times shall be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency of performance. When such a request is made, no action concerning the teacher shall be taken until the representative of the Association is present. If such a conference is not called within forty-eight (48) hours, then the teacher must come forward without such representation.
- D. The Association and the Board agree that the improvement of instruction and the development and revision of the school program are a joint respon-

sibility of teachers and administrators. Both parties will, therefore, lend their full support to the successful operation of all regularly scheduled professional meetings approved by both parties.

E. The Association recognizes that abuses such as chronic tardiness and absences reflect adversely upon the teaching profession and create an undesirable condition in school buildings. The Association will use their best efforts to correct breaches of professional behavior by any teacher.

F. (1) No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause.

(2) All information forming the basis of disciplinary action will be made available to the teacher.

(3) Any such action asserted by the Board or its representative may be subject to the Grievance Procedure.

ARTICLE XIV

PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers in professional organizations in their area of certification, leaves for work on advanced degrees or special studies and participation in community educational projects.
- B. The Board upon request of a teacher will provide appropriate expenses of travel, meals, lodging, registration fees for educational conferences, or visitation days if the following conditions are met:
- (1) Conferences or visitation in area of teacher assignment.
 - (2) Arrangements made well in advance.
 - (3) One such request per teacher per year.
 - (4) Board retains the right to send the teacher to more than one conference or visitation.
 - (5) Conference or visitation is local rather than national in nature unless a national conference or visitation falls in local area. Local is defined as being within the Chicago-Detroit mileage area.
 - (6) Written or oral report must be made to the Building Principal and/or Board.
 - (7) Permission must be obtained from the Board or Superintendent.
 - (8) Conferences must begin and end in continuous session of no more than two (2) days, and college credit must not be accepted by the teacher.

ARTICLE XV

MAINTENANCE OF STANDARDS

All continuous and recurring conditions of employment shall be maintained at not less than the minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved as required by this Agreement.

ARTICLE XVI

REDUCTIONS OF PERSONNEL: ANNEXATIONS AND CONSOLIDATIONS

- A. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, and staff and that the procedures set forth in this article shall be used in laying off personnel. Sixty (60) days notice shall be given prior to layoff with a copy to the teacher and the Association President. If for any reason the Board anticipates a reduction of staff for the following school year; it shall, prior to taking formal action, consult with the BEA to receive recommendations regarding priorities and procedures to be followed. All teachers subject to layoff for the following school year shall not lose their fringe benefits or salary over the summer months afforded them under this Agreement and individual or supplemental employment contracts. No new teachers 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 qualifications to fill any vacancy which may arise. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. A notation will be made in the file of a teacher that is on layoff who would have received tenure had he/she not been laid off.
- B. Layoff Procedure - In order to promote an orderly reduction in personnel when the education program, curriculum, and staff is curtailed, the follow-

ing procedure will be used:

- (1) Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.
- (2) If the reduction of teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e. those with the least seniority are to be laid off first. For the purpose of this article, "seniority" is defined to mean the amount of time an individual is continuously employed as a certificated teacher within the school district.

Continuously employed shall include people on leave as specified in the Leave section. A teacher shall lose seniority rights if he/she retires, resigns, or is discharged for just cause.

- (3) A tenure teacher, who is laid off pursuant to this article, has the right to be placed in a teaching position for which he is certified and qualified to fill and which is occupied by a teacher with less seniority. For the purpose of this article, "qualified" shall be defined in the following manner:
 - (a) For placement in a K-6 grade level elementary position, a tenure teacher is qualified if he/she has elementary certification and a minimum of one (1) year's experience at the K-6 level within the last five (5) years of employment within the district. K-6 teachers to be qualified for assignment to the 7th and 8th grade levels shall have a minimum of one (1) year's teaching experience in the specific course he is attempting to be assigned within the past five (5) years or agree to take a minimum of three (3) semester hours of academic training in that specific subject area for two (2) consecutive semesters for a total of six (6) semester hours credit. Such academic training shall commence with the next regular semester in which such subjects are available at an accredited institution of higher education. Furthermore, the expense of this training shall be incurred by the teacher and the classes shall be taken during off-duty hours. Failure to comply with the provisions set forth in this section shall result in the forfeiture of all seniority rights and benefits gained pursuant thereto.

(continued)

- (b) For placement in a secondary teaching position (7-12) a tenure teacher is qualified if he has a minimum one (1) year's teaching experience within the past five (5) years in that specific subject area or he agrees to take three (3) semester hours of academic training in that specific subject area for two (2) consecutive semesters for a total of six (6) hours credit. Such academic training shall commence with the next regular semester in which such subjects are available at an accredited institution of higher education. Furthermore, the expense of this training shall be incurred by the teacher and the classes shall be taken during off-duty hours. Failure to comply with the provisions set forth in this section shall result in the forfeiture of all seniority rights and benefits gained pursuant thereto.
- C. Recall Procedure - Recall of tenure teachers shall be in the inverse order of layoff, i.e. those laid off last will be recalled first; provided, however, that a teacher in order to be reassigned shall be certified and qualified as herein set forth to teach the specific course to which he/she is being assigned.
- D. Individual Contract - The individual contract, executed between each teacher and the employer, is subject to the terms and conditions of this Agreement. It is specifically agreed that this article takes precedence over and governs the individual contract, and the individual contract is expressly conditioned upon this article.

ARTICLE XVII

CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike as defined in Section 1 of the Public Employment Relations Act.

- B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined in Section 10 of the Public Employment Relations Act.

- C. Nothing in this article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an act of God, and nothing shall require the teachers to report to work in such circumstances.

ARTICLE XVIII

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. All teachers newly employed shall be given full credit on the salary schedule up to five (5) full years of teaching or related experience outside this school district.
- C. A teacher's hourly rate shall be determined by dividing his/her annual salary by 183 and then dividing the resulting quotient by 6.5.
- D. Teachers involved in extra-duty assignments as set forth in Schedule B are attached and incorporated in this Agreement and shall be compensated in accordance with the provisions thereof without deviation. It is understood that assignment to Schedule B duties shall be in the sole discretion of the Board of Education, and shall be subject to annual reassignment by the Board of Education. If the Board of Education shall assign a person to a position of Schedule B, the pay shall be specified in Schedule B.
- E. Teachers required to drive their personal cars in the course of school affairs shall receive a car allowance of twenty cents (20¢) per mile. The Board shall provide liability insurance protection for teachers when their personal cars are used as provided in this section.

ARTICLE XVIII - PROFESSIONAL COMPENSATION (continued)

- F. Teachers that substitute for absent teachers in any class shall be paid at their hourly rate as above defined (See C) per class period he/she substitutes.
- G. Teachers will be paid every two (2) weeks. At the beginning of each school year, teachers will specify whether they will take their pay in 20 or 24 pay periods. Teachers who specify that they prefer to receive their pay in 24 installments shall receive upon request, the balance of their pay at the payday following the end of the school year.
- H. Transfer from one salary schedule to another, based upon completion of the appropriate credit hours and/or degree, shall be effective the beginning of semester after said credit hours and/or degree was earned. The teacher shall provide the Superintendent of Schools certification of said award prior to being placed on the next schedule. Further provided that the teacher shall never delay past thirty-five (35) calendar days after the beginning of the semester (according to the school calendar) to obtain the appropriate records from the Institution before being placed on the next salary schedule.

ARTICLE XIX

SPECIAL TEACHING ASSIGNMENTS

- A. Any assignments in addition to the normal teaching schedule during the regular year, including adult education, driver education, extra duties enumerated in Schedule B, and summer school courses, shall not be obligatory but shall be made with the consent of the teacher. Preference will be given to teachers in the district on regular teaching assignment. Schedule B-1 assignments to non-members of the bargaining unit may be made provided the relationship does not exceed one (1) non-member to each five (5) members. (Athletic positions shall be considered as a separate unit, i.e. the one (1) non-member to five (5) member relationship cannot be exceeded in head coaches nor may not be exceeded in assistant coaches.) These assignments may be made, provided the qualifications and abilities of non-member applicants exceed those of member applicants.
- B. It shall be responsibility of the Administration to arrange for substitutes.
- C. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously.
- D. When permanent vacancy shall occur, a regular teacher shall be hired unless the period involved is less than a full semester. If time period is less than a full semester, then a substitute may be hired. After thirty (30) consecutive days of substitute teaching, such teacher shall then be placed on the salary schedule at Level 1 of the appropriate degree. If such teacher is subsequently offered a regular teaching contract, tenure status will begin on the first day of consecutive teaching.

ARTICLE XX

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give support and assistance to the teacher with respect to classroom control and discipline. A teacher may use such force as is reasonably necessary to protect him/herself from attack or prevent injury to another student.

- B. A teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods involved shall be reasonable and just, and in accordance with established Board policy. A teacher may exclude a pupil from one class and send him to the Principal when the grossness of the offense, the persistence of misbehavior, and the disruptive influence of the violation makes the continued presence of the student in the classroom intolerable. It shall be the responsibility of the teacher to report to the Principal the name of any student who in the opinion of the teacher needs particular assistance from skilled personnel. In such cases, the teacher will furnish the Principal full particulars in writing as soon as teaching obligations will allow. Teachers and/or school authorities will endeavor to correct misbehavior through counseling, conferences with student and/or parents.

- C. Any case of assault by a teacher shall be promptly reported to the Board and/or its representatives (Principals, Superintendent) and a report form filled out. The Board will take whatever action it deems necessary.

- D. Any case of assault on a teacher shall be promptly reported to the Board

and/or its representatives. The Board will provide reasonable assistance, including legal counsel when necessary to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

- E. Time lost by a teacher in connection with any incident as mentioned in this article shall not be charged against the teacher providing teacher is free of fault.

- F. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while involved with school affairs except where teacher is inappropriately dressed for the activity and/or fails to take appropriate safety precautions. The Board will pay up to \$100 for damages, loss or destruction provided the teacher has exhausted his/her personal insurance prior to requesting reimbursement.

- G. No formal action will be taken on a complaint of a parent of a student directed toward a teacher, nor shall such notice be placed in a teacher's personnel file unless the matter is reported to the teacher concerned within five (5) working days.

ARTICLE XXI

INSURANCE PROTECTION

A. The Board shall provide to the employee MESSA's Super Med II protection for a full twelve (12) month period for the employee and his/her family. The Board shall pay without cost to the employee this insurance through June 30, 1982.

Starting July of 1981, the Board shall pay increases in health insurance premiums equal to the % increase applied to Schedule "A" (Salary Schedule) for 81-82 year.

B. Employees choosing not to take health insurance as described in "A" above, may apply the equivalent of an individual's single subscriber premium toward any of the MESSA and/or MEFSA options.

C. There shall be no duplication of health insurance coverage in the event more than one member of the same family is employed in this system as a teacher.

D. The Board shall pay up to \$30.00 per month per teacher toward Delta Dental

E. The Board shall pay the five percent (5%) contribution toward the Michigan Public School Employees Retirement Fund.

F. The Board will provide, without cost to the teacher, for a 12 month period, MESSA Life Term Insurance to include the following:

- (1) \$10,000.00
- (2) Accidental death and dismemberment
- (3) Waiver of premium

ARTICLE XXII

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 Agreement may be processed as a grievance as hereinafter provided with the expressed exception of the following items:
- (1) The placing of a non-tenure teacher on a third year of probation;
 - (2) The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule;
 - (3) The contents of any teacher evaluation except as expressly limited by the terms of this contract.
- B. The term "days" as used herein shall mean days in which school is in session unless time limits provided in this Article shall cause the processing of a grievance to extend past the last day of school, then, the term "days" shall mean any day except Saturday, Sunday, or legal holiday.
- C. The time limits provided in this Article shall be strictly observed, but may be extended by written mutual agreement of the parties involved.
- D. Written grievances as required herein shall contain the following:
- (1) It shall be signed by the grievant or grievants;
 - (2) It shall be specific;
 - (3) It shall contain a synopsis of the facts giving rise to the alleged violation;
 - (4) It shall cite the section or sub-sections of the contract alleged to have been violated;
 - (5) It shall contain the date of the alleged violation;
 - (6) It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with his/her building principal either alone or accompanied by his/her Association representative. If, as a result of the informal discussion with the building principal, it is felt that a grievance still exists, Level One of the formal Grievance Procedure may be invoked as outlined below:

Level One: Within fifteen (15) days of the alleged violation, the grievance must be delivered to the principal or his designated representative. Within five (5) days of receipt of the grievance, the principal shall meet with the grievant and/or the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant and to the Association. If the grievant and/or the Association is not satisfied with the disposition of the grievance, it shall be so indicated by filing the grievance within five (5) days of the receipt of the principal's disposition with the Superintendent at Level Two.

Level Two: A copy of the written grievance shall be filed with the Superintendent or his designated representative as specified in Level One with the signature of the Association. Within five (5) days of receipt of the grievance, the Superintendent shall meet with the grievant and/or the Association representative in an effort to resolve the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, transmitting a copy of the same to the grievant, the Association Secretary, the Building Principal in whose building the grievance arose, and place a copy of the same in a permanent file in his office. If no decision is rendered within the above designated five (5) days, or if the decision is unsatisfactory to the grievant and/or Association, the grievant and/or the Association may, within ten (10) days of the above meeting with the Superintendent, file the grievance with the Board of Education at Level Three.

Level Three: Upon application as specified in Level Two, the Board

shall meet with the teacher and/or the Association representatives at the first possible meeting of the Board after the filing of the grievance at Level Three. Within one (1) month from the meeting on the grievance, the Board shall render its decision in writing. The Board may hold future meetings therein or otherwise investigate the grievance provided, however, that in no event except with the express written consent of the Association, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the Building Principal of the building in which the grievance arose, the grievant, and the Association Secretary.

Level Four: Only the Association has the right to process grievances at Level Four:

- (1) If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association, except each party shall have the right to peremptorily strike not more than three (3) from the list of arbitrators.
- (2) Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
- (3) The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- (4) Powers of the arbitrator are subject to the following limitations:
 - (a) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - (b) He shall not hear any grievance previously barred from the scope of the Grievance Procedure.
- (5) More than one grievance may not be considered by arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

ARTICLE XXII - PROFESSIONAL GRIEVANCE PROCEDURE (continued)

(6) The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

F. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.

G. If any teacher has a complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the Grievance Procedure. However, no adjustment will be made that is inconsistent with the terms of this Agreement.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

- A. Any individual teaching contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual teaching contract hereafter executed shall expressly be made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the agreement, this Agreement, during its duration, shall be controlling.
- B. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Board and the Association shall share equally the cost of having this Agreement printed in sufficient quantity to provide each teacher with a correct copy and twenty (20) copies to the Association. Every effort will be made to assure that such printing and distribution is accomplished by the end of the first marking period.
- D. The parties agree that this Agreement incorporates their full and complete understanding and any prior agreements or practices are superseded by the terms of this Agreement and that no such understandings or practices will be recognized in the future unless committed to writing and signed by the parties as supplements to this Agreement.

- E. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement each, voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- F. Representatives of the Board and the Association's bargaining committee will meet as needed on the last school day of each month for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to by-pass the Grievance Procedure. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering what they wish to discuss should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

SCHEDULE A

A. 1980-81 Salary Schedule

<u>Step</u>	<u>B.A.</u>	<u>B.A.+20</u>	<u>M.A.</u>	<u>Specialist</u>
1	11,743	12,114	12,382	13,021
2	12,280	12,687	13,105	13,745
3	12,951	13,388	13,846	14,486
4	13,560	14,027	14,521	15,161
5	14,096	14,596	15,123	15,762
6	14,767	15,299	15,860	16,499
7	15,376	15,937	16,532	17,171
8	15,914	16,506	17,133	17,772
9	16,449	17,064	17,811	18,450
10	17,052	17,710	18,407	19,046
11	17,588	18,278	19,004	19,644
12	18,126	18,847	19,607	20,246
13		19,414	20,092	20,732

B. 1981-82 Salary Schedule

The 1981-82 salaries shall be determined by increasing each salary step of the 1980-81 salary schedule (Schedule A) by the percentage increase in the Consumer Price Index, U.S. Cities Average, published by the Bureau of Labor Statistics, U.S. Dept. of Labor (1967=100) and hereinafter referred to as the C.P.I.-U. The percentage shall be determined by subtracting

SCHEDULE A (continued)

the CPI-U of June, 1980 from the June, 1981 CPI-U; the remainder shall then be divided by the CPI-U of June 1980. The amount of the percentage increase shall be the dollar equivalent of the percentage increase - rounded to the nearest one-tenth of 1 percent of the CPI-U, multiplied by the appropriate salary step of the 1980-81 salary schedule (Schedule A). The percentage increase shall be applied in full for the first 7% rise in the CPI-U; rises in the CPI-U above 7% but up to 15% shall be calculated at the rate of one-half (1/2) the actual percentage rise. In no case shall the total percentage increase be less than 4% nor more than 11%.

Computation Example

June 1980 CPI-U: 200.0

June 1981 CPI-U: 230.0

Salary: \$15,000

Step #1: $230 - 200 = 30.0$

Step #2: $30 \div 200 = 15\%$

Step #3: $15\% - 7\% = 8\%$

Step #4: $8\% \times .5 = 4\%$

Step #5: $7\% + 4\% = 11\% *$

Step #6: $15,000 \times 1.11 = 16,650$ (1981-82 salary)

* 11% to be applied to each step

- C. For each year of the Agreement, the Board will pay an additional \$500.00 to those teachers who were on the maximum salary step during the previous school year.

SCHEDULE B-1

A. 1980-81 School Year

	(1)	(2)	(3)	(4)	(5)
Football:					
Head Varsity	1,318	1,378	1,453	1,522	1,581
Ass't. Varsity	1,078	1,128	1,180	1,234	1,292
Head J.V.	933	976	1,030	1,077	1,121
Ass't. J.V.	778	813	851	890	931
Head M.S.	604	631	667	697	725
Ass't. M.S.	384	401	423	444	462
Basketball:					
Varsity	1,318	1,378	1,453	1,522	1,581
J.V.	933	976	1,030	1,077	1,121
9th	714	747	787	824	856
M.S.	824	861	908	951	989
Track:					
Varsity	988	1,034	1,090	1,141	1,187
M.S.	768	804	848	887	922
Assistant	549	574	605	634	659
Baseball:					
Varsity	988	1,034	1,090	1,141	1,187
J.V.	768	804	848	887	922
Softball	988	1,034	1,090	1,141	1,187
Golf & C.C.	494	517	545	571	593
Volleyball	714	747	787	824	856
Wrestling	714	747	787	824	856
Cheerleading:					
H.S.	768	804	848	887	922
M.S.	329	344	364	381	396

B. 1981-82 School Year

Amounts in this schedule shall be increased by the same percentage as Schedule A is increased.

SCHEDULE B-2

A. 1980-81 School Year

<u>Department</u>	<u>Stipend</u>
English - Language	\$314.00
Social Studies	314.00
Science	314.00
Math	314.00
Voc - Arts	314.00

Elem. Grade Level

K-3	314.00
4-5	314.00

11th & 12th Sponsors	231.00
6th through 10th Sponsors	116.00
Student Commission Sponsors	144.00
Summer Enviromental Education Coordinator	752.00

Band Director *	\$920	\$962	\$1,016	\$1,063	\$1,105
Summer Band	804	848	888	930	967
Dramatics Coach	344	361	382	399	415
Forensics	344	361	382	399	415
Driver's Education	\$8.18/hr				
Yearbook - Out of Class	\$231				
Yearbook - In Class	\$125				
Newspaper - Out of Class	\$231				
Newspaper - In Class	\$125				

* With prior Board approval of Band Program

B. 1981-82 School Year

Amounts in this schedule shall be increased by the same percentage as Schedule A is increased.

SCHEDULE C

PROFESSIONAL GRIEVANCE REPORT

Bloomington Public School District #16
Allegan and VanBuren Counties, Michigan

School Building: _____ Grievance Number: _____

Date of Alleged Violation: _____ Date of Grievance: _____

Subject to the provisions of the Master Contract between the Board and the Association, I hereby authorize the representative or representatives of the Association as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the Professional Grievance Procedure, including arbitration, or to adjust or settle same.

STATEMENT OF GRIEVANCE: (Be specific)

REMEDY REQUESTED: (Be specific)

Signature of Grievant

Signature of other parties to grievance, if any (use reverse side for additional signatures.)

NOTE: Grievance must be forwarded to Level I within fifteen (15) days of alleged violation.

LEVEL I: Principal's Disposition:

DATE: _____ Signature of Principal: _____

Association's Disposition: DATE _____ Satisfactory _____ Unsatisfactory _____

LEVEL II: Superintendent's Disposition:

DATE: _____ Signature of Superintendent: _____

Association's Disposition: DATE _____ Satisfactory _____ Unsatisfactory _____

LEVEL III: School Board's Disposition:

DATE: _____ Signature of Board President: _____

Association's Disposition: DATE _____ Satisfactory _____ Unsatisfactory _____

NOTE: Use the reverse side or attach additional sheets if extra room is needed.

CALENDAR

			Teacher Days	Student Days
August 26	Teachers Report)		
August 27	Students Report)		
Sept. 3 - 11	No School-Job Action- Strike) 9 week		
November 7	End of 1st Marking)		
November 27-28	Thanksgiving Vacation)	46	45
Dec. 22 - Jan. 2	Holiday Vacation)		
January 5	Teachers & Students Return) 9 week		
January 22	End of Semester)		
January 23	Teacher Work Day)	43	42
April 3	End of 3rd Marking	10 week	50	50
April 17	Good Friday)		
	Spring Recess Begins)		
April 26	School Resumes) 9 week		
May 25	Memorial Day (No School))		
June 12	Last Student Day)		
June 13	Last Teacher Day)	<u>44</u>	<u>43</u>
			183	180

1981-82 School Year

The parties agree to meet for the purpose of negotiating the 1981-82 school year calendar no later than May 15, 1981. Said calendar shall provide for one hundred eighty-three (183) teacher days and one hundred eighty (180) student days and shall follow the same format as the 1980-81 school year calendar.

DURATION OF AGREEMENT

This Agreement shall be effective August 26, 1980, and shall continue in full force and effect without change, unless there is a mutual agreement between the Board and the Association to amend the Agreement, through August 22, 1982.

EDUCATION ASSOCIATION	DATE	BOARD OF EDUCATION	DATE
By <u>W.B. [Signature]</u> President	<u>12/4/80</u>	By <u>Richard A. Bentley</u> President	<u>1/6/81</u>
By <u>Robert A. [Signature]</u> Secretary	<u>12/4/80</u>	By <u>[Signature]</u> Secretary	<u>12/23/80</u>
By <u>W.B. [Signature]</u> Chairman, Negotiation Team	<u>12/4/80</u>	By <u>Carl [Signature]</u> Member	<u>12/23/80</u>
By <u>Edaine C. [Signature]</u> Negotiation Team Member	<u>12/4/80</u>	By <u>Jay [Signature]</u> Member	<u>12/23/80</u>
By <u>[Signature]</u> Negotiation Team Member	<u>12-12-80</u>	By <u>Arline [Signature]</u> Member	<u>12-23-80</u>
By <u>[Signature]</u> V.B.C.E.A. Rep.		By <u>Adriak [Signature]</u>	<u>12-23-80</u>
		<u>[Signature]</u>	<u>12-23-80</u>

MEMORANDUM OF UNDERSTANDING

RE: Article XVI, Reduction of Personnel: Annexations and Consolidations

The Association hereby agrees to consult with the Board prior to and during the implementation of all future reductions in personnel.

Thomas E. Hoke

(For the Board)

Date: 12/23/80

H. Blum Dyer

(For the Association)

Date: 12/23/80

MEMORANDUM OF UNDERSTANDING

RE: No Reprisals

Whereas, the employees of the Bloomingdale Public Schools have been without a successor agreement since August 26, 1980, and

Whereas, the parties have negotiated and have entered into a collective bargaining agreement for the term of August 26, 1980, through August 22, 1982, and

Whereas, the parties are desirous of promoting harmonious relations by withdrawing all pending litigation and avoiding recriminations against all persons involved in any dispute related to negotiations,

Now therefore, in consideration of the foregoing, it is hereby mutually agreed as follows:

1. The Association shall prepare and file with the Michigan Employment Relations Commission a Request to Withdraw, with prejudice, the Unfair Labor Practice Charge in Case No. C 80 I-267, entitled VBCEA and Board of Education of the Bloomingdale Public School District #16.
2. The Board shall prepare and file with the M.E.R.C. a Request to Withdraw, with prejudice, the Unfair Labor Practice Charge in Case No. CU 80 I-54, entitled Board of Education of the Bloomingdale School District #16 and VBCEA/BEA.
3. The Board will not initiate, encourage, support, or condone any punitive, disciplinary, legal and/or administrative action against any employee or the Association, its officers, its agents, representatives, and employees as a result of any incident which arose from September 3, 1980, through September 11, 1980.
4. Neither the Association nor any of its members will discriminate against or discipline any student, parent, employee, agent, or Board member as a result of any incident which arose during this period of September 3, 1980, through September 11, 1980.

Thomas F. Hoke

(For the Board)

Date: 12/23/80

W. Blum Dyer

(For the Association)

Date: 12/22/80

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