

6/30/92

PROFESSIONAL NEGOTIATIONS AGREEMENT

between the

BRIMLEY PUBLIC SCHOOLS

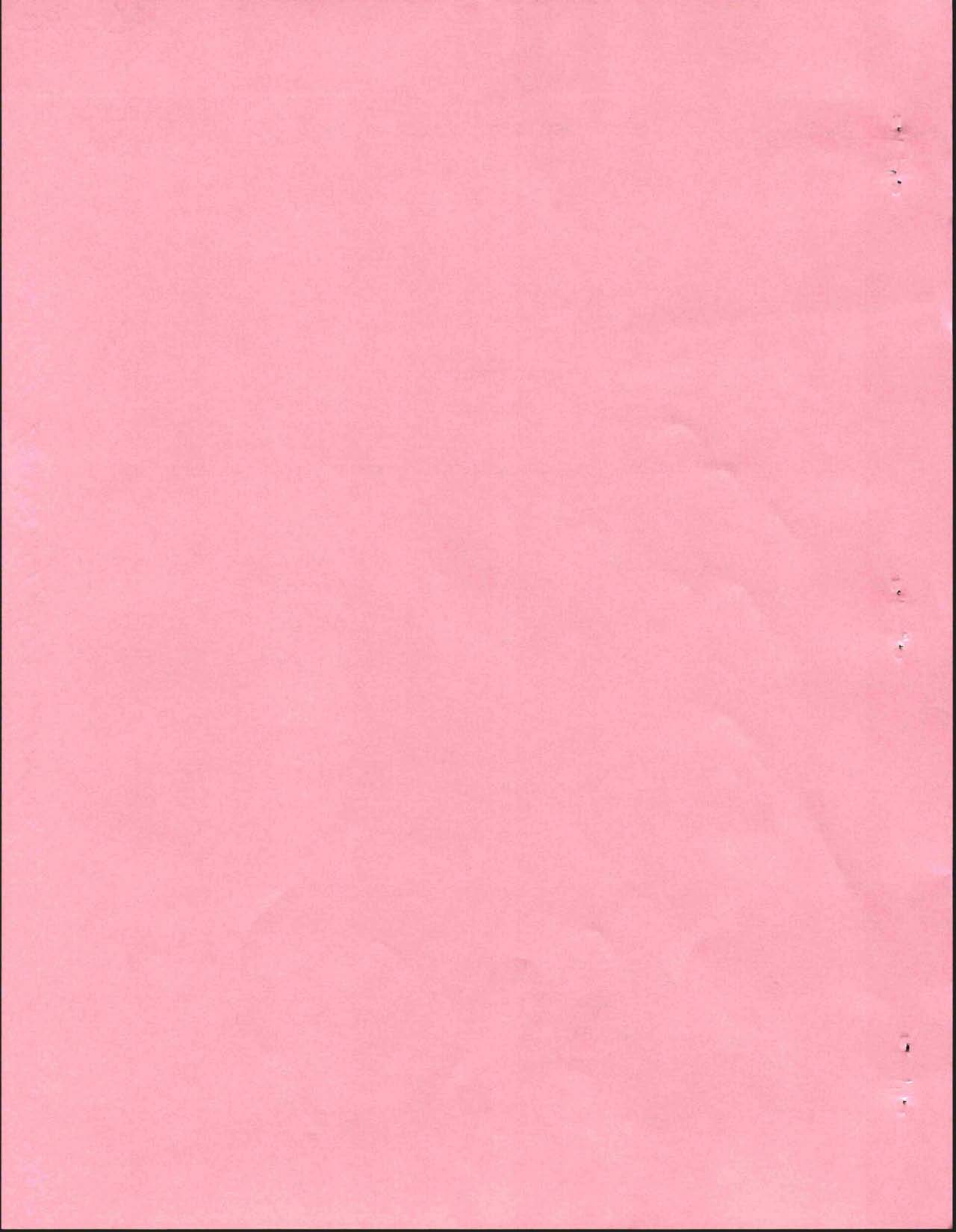
and the

NORTHERN MICHIGAN EDUCATION ASSOCIATION/BRIMLEY EDUCATION ASSOCIATION

Brimley Area Schools

July 1, 1990 - June 30, 1992

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University.



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PROFESSIONAL NEGOTIATIONS AGREEMENT

This Agreement entered into this day, the 1st of July, 1988 by and between the Brimley Public Schools, Brimley, Michigan, hereinafter called the "Board," and the Northern Michigan Education Association/Brimley Education Association hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Brimley is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improved educational standards,

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 representative 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 Northern Michigan Education Association/Brimley Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel under contract, but excluding supervisory and executive personnel, office, clerical, maintenance and operating employees, nurses, and administrative interns. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Northern Michigan Education Association/Brimley Education Association in the bargaining or negotiation unit as above defined. The term "Board" shall include its officers and agents.

B. The Board agrees not to negotiate with any organization other than that designated as the represented pursuant of Act 379, Public Acts 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 every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan and the United States; that it will not discriminate against any teacher with respect to membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing herein shall require any teacher to be a member of, or participate in the activities of any organization.

C. The authorized representative of the Association shall have the right to schedule Association meetings in accordance with Section V of the Board of Education Personnel Policy, on school premises before or after regular class hours of the employees involved. In the event damage to the building, furniture, or equipment occurs as the direct result of Association abuse the cost will be borne by the Association.

D. By permission of the building principal, the duly authorized representatives of the Association and their respective affiliates (Michigan Education Association and National Education Association) shall be permitted to transact official Association business on school property during regular school hours provided always that there be no interference with school functioning.

E. The Association may use school equipment for Association official business in conformity with Board policy, when such equipment is not otherwise in use. The Association shall pay for material and supplies, and for the reasonable cost or repair of any equipment when such equipment was damaged because of misuse or neglect.

F. No teacher shall be prevented from wearing normal insignia, or other identification of membership in the Association whether on or off school premises.

G. The Board shall provide a bulletin board in the faculty lounge for posting of Association notices and other Association materials.

H. The Board agrees to furnish to the Association in response to reasonable requests from time to time and at a cost established by the Board under the existing law, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, budget requirements and allocation (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, and such other information 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. All original records are to be examined only at the office of the Board.

I. The Association may use the mailboxes of teachers and other professional employees for communications to teachers. All material should relate to the business of the Association.

J. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of the teacher shall not be the basis for discipline or discharge, consistent with the laws of the state of Michigan and the United States.

K. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status.

L. It is mutually agreed, teachers will be involved in any school plant planning.

M. Professional Study Committee:

1. There is hereby established a permanent "Professional Study Committee," thereafter called PSC, composed of six (6) members, three (3) of whom shall be teachers appointed in September by the Association, and three (3) of whom shall be appointed by the Board.

2. The PSC shall establish a mutually agreed upon monthly meeting date and time, and shall elect a chairman annually at its first meeting.

3. The PSC is empowered to appoint subcommittees composed of teachers, administrators, parents and/or students.

4. All reports of the PSC and its subcommittees, including their recommendations, shall be submitted in writing to all members of the PSC.

5. Subjects of study by subcommittees may include a continuous evaluation of the Board's policy. Upon completion of its study and report the subject assigned to it, each subcommittee shall be considered dissolved, and once dissolved no subcommittee shall be reactivated except by mutual consent of the members of the PSC.

6. The parties agree that the PSC and its subcommittees serve in an advisory capacity only, and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for any grievance.

7. Any and all expenses of the PSC shall be borne and controlled by the Board.

N. The Board shall send to the President of the B.E.A. the minutes and agenda, principals report and other pertinent materials for all board meetings.

O. At the beginning of every school year, the Association shall be credited with three (3) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association. The Association agrees to notify the Board no less than seventy-two (72) hours in advance of taking such leave.

P. School Improvement Plan (SIP)

When teachers are participating in School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA; the following will apply:

1. Participation by the employee is voluntary.
2. Participation or non-participation shall not be used as a criterion for evaluation, discipline or discharge.
3. In the event there is insufficient or no voluntary participation on the part of the teachers, the Association will assign a sufficient number of teachers to serve on the committee in order to fully comply with the act as required by law.

Q. Site-Base Decision Making (SBD) as per PA 503

Site Base Committee decisions that require a deviation from the Agreement will be permitted only after a properly executed Letter of Agreement between the Association and the Board.

1. Participation by the employee is voluntary.
2. Participation or non-participation shall not be used as a criterion for evaluation, discipline or discharge.
3. In the event there is insufficient or no voluntary participation on the part of the teachers, the Association will assign a sufficient number of teachers to serve on the committee in order to fully comply with the act as required by law.

ARTICLE III

BOARD RIGHTS CLAUSE

A. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the school 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; and to promote, and transfer all such employees;
3. To establish grades and courses on 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 reserve the ultimate right to decide upon the means and method of instruction, the selection of textbooks and other teaching 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, and extra-curricular activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only 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 Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws, or regulations as they pertain to education.

ARTICLE IV
DUES DEDUCTION

A. The Board agrees to deduct from teachers salaries dues for the Brimley Education Association, the Michigan Education Association, the National Education Association, or any one of any combination of such Associations as said teachers individually and voluntarily authorize the District to deduct, and to transmit the monies to the appropriate Associations.

B. The Brimley Education Association will certify to the District in writing the current rate of membership dues for each of the Associations named in Section "A" above. If any of said Associations shall change the rate of its membership dues, the Brimley Education Association will give the District thirty (30) days written notice prior to the effective date of such change.

C. Deductions referred to in Section "A" above will be made in equal installments on alternate paydays beginning with the second payday of each school year. The District will not be required to honor for deductions any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.

D. No later than September 30 of each year, the Board will provide the Association with a list of those employees who have voluntarily authorized the District to deduct dues for any of the associations named in Section "A" above. Any teacher desiring to have the District discontinue deductions he has previously authorized must notify the District and the Association concerned in writing by September 1 of each year for that school year's dues. Teacher authorizations will be in writing in the form set forth entitled Brimley-Michigan-National Education Associations Continuing Membership Applications. This form is included in this Agreement as Appendix A.

E. The Brimley Education Association will receive their dues in two (2) installments on September 30 and January 30. The MEA and NEA will receive their monies via a billing of the Brimley Public Schools from deducted dues.

F. The Board shall also make payroll deductions upon written authorization from teachers for tax sheltered annuities, savings bonds, credit unions, and the Memorial Scholarship Fund. Charitable donations or any other plans or programs will be jointly approved by the Association and Board. Such monies shall be deducted and forwarded on a bi-weekly basis only if the amount is twenty-five (\$25) or more.

G. The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues.

ARTICLE V
TEACHING HOURS

- A. 1. Teachers shall report to their first period teaching assignment no later than fifteen minutes prior to the beginning of the period; and to their fifth period teaching assignment no later than three (3) minutes prior to the beginning of the period.
2. The teacher's workday shall be from 8:15 a.m. to 3:15 p.m. or until the departure of the school busses, whichever is later.
3. For administrative purposes up to fifteen minutes per week of the Monday to Friday 8:15 to 8:30 period may be charged to preparation time.
- B. All teachers must attend all school assemblies for the purpose of supervising students, unless excused by the principal.
- C. 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. This includes: (1) careful daily preparation, (2) attendance at regularly scheduled staff meetings. Attendance will be required at a maximum of two (2) Parent-Teacher Conferences and at any extra-curricular activities in which they may be directly involved, and are encouraged to participate in other extra-curricular activities such as P.T.A. and school sponsored functions. Required staff meetings shall not exceed the normal teaching day (8:15 - 3:15) by 150 minutes per month.

Note: It is the understanding of both parties that should the time of the Sault Ste. Marie Skill Center classes be changed or should the Brimley Area Schools students change schedules from the present time schedule (9:15 a.m. - 11:15 a.m.) both parties agree to revert to the 1982-83 teacher workday schedule (8:00 a.m. to 3:05 p.m.).

- D. It is mutually agreed that an unassigned preparation period is provided to enable a teacher to confer with students, parents, and administrators, prepare lesson plans, grade and correct papers, organized classrooms, and such other items pertaining to teaching. Teachers will make their services available to accomplish these objectives and will use the hour for the betterment of education. The Association recognizes that from time to time it may be necessary for a regular teacher to monitor a class during their unassigned preparation period, however, such requests will be held to a minimum and used only when a regular substitute is not available.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is essential for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent and reliable data collection processes to support informed decision-making.

3. The third part of the document focuses on the role of technology in data management and analysis. It discusses how modern software solutions can streamline data collection, storage, and reporting, thereby improving efficiency and accuracy.

4. The fourth part of the document addresses the challenges associated with data management, such as data quality, security, and privacy. It provides strategies to mitigate these risks and ensure that data is used responsibly and ethically.

5. The fifth part of the document concludes by summarizing the key findings and recommendations. It stresses the importance of ongoing monitoring and evaluation to ensure that data management practices remain effective and aligned with the organization's goals.

ARTICLE VI
SCHOOL CLOSING

A. Nothing in this agreement shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

ARTICLE VII
TEACHING LOADS AND ASSIGNMENTS

The parties recognize that optimum school facilities for both students and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible to meet the following recommended standards. If a solution is not agreeable, then these maximums shall remain in effect.

1. ELEMENTARY

The recommended class size per teacher in the elementary grades would be twenty-five (25) and the maximum should not be more than twenty-seven (27) in any case. In cases where it is not possible to keep the class size within the recommended size in this Agreement, the Association will be consulted and a workable solution will be agreed upon.

The Administration shall avoid having more than two (2) ungraded levels or one (1) traditional grade per elementary classroom by one or more of the following steps:

- 1) hiring another teacher
- 2) hiring an aide - however this must have the teacher's approval
- 3) not placing a student or groups of students on a particular level into so many different classrooms.
- 4) scheduling (certain subjects be taught at the same time throughout elementary - i.e. math)

If none of the above listed methods are found to be a solution to the placement of more than two levels in a classroom then the effected teacher/teachers will meet with the elementary principal, Superintendent, and EA President to explore alternatives. This meeting will take place 15 to 10 days prior to the 1st day of classes for the 1st semester and the meeting will be held prior to the start of 2nd semester classes.

The Association realizes that due to varying class sizes, physical plant limitation, placement of special education students and other circumstances beyond control by either party; exceptions can be made to this provision by mutual agreement.

The board realizes that for teachers to be as effective and efficient as possible the amount of different preparation they are required to do must be minimized.

2. SECONDARY

The recommended average class size per teacher in the secondary grades would be twenty-five (25) and the maximum should not be more than thirty (30), in any case, except for Physical Education and Music where the maximum shall be forty (40). In cases where it is not possible to keep the class size within the recommended size in this Agreement, the Association will be consulted and a workable solution will be agreed upon.

B. The teachers shall be notified of their prospective teaching assignments thirty (30) days prior to the beginning of school (first semester) and thirty (30) days prior to the second semester of school when possible.

ARTICLE VIII TEACHING CONDITIONS

A. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such education tools and the Board agrees to implement joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.

B. Under no conditions shall a teacher be required to drive a school bus under his regular salary schedule as part of his regular assignment.

C. Telephone facilities shall be made available to teachers for their reasonable use. Personal toll calls shall be made at the teachers own expense.

D. The Board shall make at least one room appropriately furnished, which shall be reserved for use as a faculty lounge.

E. To relieve teachers of clerical and patrol duties, the Board agrees to engage full-time clerical aides in the elementary school should funds be deemed available for such positions. The aides will handle such duties as patrol duties, inventorying of supplies and equipment, duplication of teaching materials, operating audio-visual equipment, collecting monies for milk and hot lunch and similar non-teaching responsibilities.

ARTICLE IX
VACANCIES, PROMOTIONS, AND TRANSFERS

A. A teacher may apply for any position at any time. Vacancies occurring within the bargaining unit, including newly created positions, shall be posted on a designated bulletin board in the teacher's lounge along with a copy of such posting to the Association. Positions as above described shall be posted at least ten (10) school days prior to being filled. Bargaining unit members may apply for such positions by submitting a written application to the Superintendent's office.

During the summer months when regular school is not in session, the employer will post in the Superintendent's office all vacancies as above described and at the same time shall also forward copies to the Association. Positions as above described shall be posted at least ten (10) school days prior to being filled. Applications may be made in the same manner as above described.

B. In filling a vacancy, the Board agrees to give due weight to the professional background, attainments, certification, seniority and other relevant factors. The decision of the Board as to filling of such vacancies shall, however, be final.

C. In filling promotional vacancies to administrative positions the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applications from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.

D. An involuntary transfer will be made only in case of emergency to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons, the dispute may be resolved through the professional grievance procedure.

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

ARTICLE X
REDUCTION IN PERSONNEL
LAYOFF AND RECALL PROCEDURE

It is hereby specifically recognized that the Board has the right when it is necessary to reduce the educational program, curriculum and staff and that the procedures set forth in this policy shall be used in laying off personnel, subject to those limitations expressly set forth in the Master Agreement between the Board and the Association.

A. SENIORITY

Seniority shall be defined to mean the amount of time an individual is continuously employed as a certified teacher within the district. After July 1, 1984 seniority credit shall be prorata for less than full time, i.e., if teaching time is full time for a 1/2 year, 1/2 credit will be awarded, if assignment is for 1/2 day for a full year - 1/2 year credit will be awarded.

After July 1, 1984 no administrator shall receive seniority credit. It is expressly understood that a vacancy must exist before an administrator may assume a teaching position. However, administrators in the district before July 1, 1984, namely Walt Hyvarinen, Frances Robbins and Kaye Clark shall be entitled to use their seniority credit of 13 years, 16 years and 15 years respectively for the purpose of returning to the bargaining unit.

Layoff and an approved leave of absence shall not constitute a break in continuous employment for purpose of seniority credit.

Seniority shall not accrue during layoff. All seniority shall be lost through resignation, retirement and discharge for cause.

B. LAYOFF PROCEDURE

In order to promote an orderly reduction in personnel when the education program, curriculum, and staff is curtailed, the following procedure will be used:

1. Probationary teachers shall be laid off first. Layoff shall proceed on the basis of performance evaluation and inverse seniority. 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 of the probationary teacher.
2. If probationary teachers are laid off and 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 certification and seniority.

(Layoff's made pursuant to this section shall be made in the inverse order of seniority) i.e., for those with the least seniority are to be laid off first.

3. A tenure teacher, who is laid off pursuant to this policy 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 policy "qualified" shall be defined in the following manner:

(a) For placement in a pre K-6 grade level elementary position a tenure teacher is qualified if he has elementary certification. Pre K-6 teachers to be assigned to the 7th and 8th grade levels shall meet all requirements for certification at the assignment level under the Michigan Teacher Certification Code and shall have at least a recognized minor in the subject matter area to be taught.

(b) For placement in a secondary teaching position (7-12) a tenure teacher is qualified if a teacher has certification to teach the specific course which he is attempting to be assigned.

C. RECALL PROCEDURES

1. Any teacher on layoff shall be recalled in inverse order of layoff provided the teacher is certified and qualified for the vacancy.
2. The Board will further use its best efforts to assist all teachers terminated by lack of work to secure employment.

D. INDIVIDUAL CONTRACT

1. 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, if the individual position is eliminated.
2. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher, except in the case of staff reductions due to adverse financial conditions of the School District.

On or before September 15 of each school year, the Board will provide the Association President with a seniority list of teaching personnel.

ARTICLE XI
LEAVES OF ABSENCE

A. PERSONAL ILLNESS. All teachers regularly employed by the district who are absent from duty because of illness or physical disability of the the teacher shall be allowed sick leave not to exceed thirteen (13) days per year. Sick leave days may be accumulated to a total of one hundred twenty (120) days.

Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of one (1) year. Further extensions may be granted at the will of the Board. Upon return from leave, a teacher may be assigned to the same or similar position, providing a vacancy exists.

The Board reserves the right to require a doctor's certificate or other evidence of illness when illness exceeds three (3) consecutive days.

When approved by the Superintendent of Schools, a maximum of eleven (11) days a year of the accumulated sick leave allowance may be used for the following reasons: illness in the immediate household, death in the immediate family of teacher or spouse and quarantine. Immediate family is interpreted to mean: mother, father, spouse, parent of spouse, brother, sister, child, grandparents, grandchildren, or any dependent in the immediate household residence. At the discretion of the Superintendent, upon approval of the Board, the eleven (11) day maximum may be waived. It is understood that the decision is final and non-grievable.

B. Teachers shall be given written notice of total sick days available at the beginning of the school year. The teacher shall be responsible for keeping a running account of sick leave throughout the balance of the school year.

C. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the Workmen's Compensation payment prescribed by law and his regular salary, not to exceed ninety (90) days.

D. PERSONAL BUSINESS. From the thirteen (13) sick days allowance per year, three (3) days may be used for personal business of the teacher at his/her discretion. Should all three days not be used, the remaining days would accrue as sick leave.

A personal business leave day shall not be granted for the day preceeding or the day following holidays or vacations; the first and last days of the school year or to enable the teacher to perform work or services in which the teacher will receive compensation. It will be up to the discretion of the Superintendent with regard to the number of teachers using a personal business leave day at one time.

An application for a 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).

E. Teachers on leave of absence approved by the Board shall not lose accrued sick leave days nor shall they accrue sick leave days while on leave without pay.

F. CHILD CARE LEAVE

(a) Child care leave without pay is available to teachers. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board.

(b) In order to provide for continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent's Office in writing at least three (3) months prior to the expected date of leave so necessary arrangements can be made to procure the teacher's replacement.

(c) Approximately thirty (30) days thereafter, the teacher shall submit a written request for child care leave to the Board of Education. The request shall specify the beginning date of the leave, be accompanied by a physician's statement that there is no medical reason why the teacher cannot continue to perform services until the beginning date of the leave, and a statement by the administration that the date requested by the teacher will not unduly interrupt the pupil-teacher continuity. As nearly as possible, the beginning or ending of a marking period, semester, or school year, but in no event shall the beginning date of the leave, of absence commence later than four (4) weeks prior to the expected date of leave without written approval of the teacher's physician.

- (1) In the event of a dispute concerning the beginning date of the child care leave, the teacher shall be entitled to a private hearing before the Board prior to the Board setting the beginning date of the leave of absence. The Board's decision shall be final and shall not be subject to the grievance procedure.
- (2) Once the beginning date has been approved by the Board, it shall not thereafter be changed, except in cases of emergency to be determined on an individual basis.
- (3) Any medical reports requested by the Board shall be paid for by the Board.
- (d) The teacher shall be eligible to return from child care leave upon filling physicians's statement that they are physically fit for fulltime employment. The teacher may request a prospective termination date of leave of absence at the time of leave.
- (e) Reemployment will commence upon the date set by the Board which shall not be later than the beginning of the first day of the school year following the date the teacher was declared eligible for reemployment. Extension of the leave shall be at the discretion of the Board. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.
- (f) A teacher may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board of Education. However, the Board of Education reserves the right in its sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.
- (g) Failure to return from a child care leave on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the teacher prior to said date.
- (h) Child Care leave will be granted without pay and without experience credit and without sick leave accumulation. Upon return from child care leave, the teacher shall be restored to their same position on the salary schedule as when they left and be entitled to other accrued benefits prior to said leave.
- (i) Should the provisions of this child care leave be in violation of State or Federal Law, then such provisions of this article shall be renegotiated.

- G. JURY DUTY. A leave of absence may be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty on which he otherwise would have been scheduled to work, provided that the teacher cooperates with the administration in seeking to be excused for such services.
- H. COURT APPEARANCE. A leave of absence with pay may be granted for time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system, if the teacher is required by law to attend, or if the teacher is subpoenaed as a witness of matters outside of school affairs.
- I. MILITARY LEAVE. A leave of absence shall be granted a teacher who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.
- J. Leaves of absence without pay may be granted a teacher, contingent upon securing a certified employee qualified to assume the applicant's duties while on leave, for the following purposes:
- 1) Study related to the teacher's licensed field.
 - 2) Study to meet eligibility requirements for a license other than that held by the teacher.
 - 3) Study research or special teaching assignment involving probable advantages to the school system.

Upon return the teacher shall be entitled to advance to the next level of the salary schedule, receiving the benefit of the salary increase while on leave and the teacher shall agree to remain in the employ of the district for a period of not less than one year following their return.

- K. A sick bank is hereby established consisting of two (2) days per member of the bargaining unit who voluntarily participate in the sick bank. One day may be contributed voluntarily by each member of the bargaining unit. The Board of Education will contribute one day for each member who voluntarily participates in the sick bank. This bank will be replenished on July 1 of each year when the number of days in the bank reaches a minimum of 20 days. The bank may be replenished only once a year on the same pro-rated method as when the bank was established.

No member of sick leave, or leave of absence, at the time of the effective date of this agreement may participate in the sick bank.

The sick bank will be administered according to the following restrictions:

1. Probationary teachers may not apply to the bank.
2. Teachers borrowing from the bank, must repay to the bank borrowed days at a minimum of 5 days per year from personal sick days when available.
3. Teachers must have exhausted the personal sick leave by 10 days before making application from the sick bank. Sick leave will then be made retroactive.
4. Application to the bank must be made in writing to the Superintendent.
5. A doctor's statement must accompany the applications stating the expected date of return to work.
6. If any teacher refuses to volunteer sick days to the bank, he or she will not be eligible for any bank sick leave.
7. If any teacher leaves the system contributed days will remain in the bank and may not be credited to that individual teacher's personal sick leave.
8. Maximum draw from the bank will not exceed more than 66 days at any time.
9. The sick bank will not exceed more than 66 days at any time.
10. The decision of the Sick Bank Committee concerning use of the sick bank shall be final and shall not be subject to the grievance procedure.
11. The Sick Bank Committee shall furnish the Board an annual report on the status of the bank.

ARTICLE XII

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the principal with the teacher.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will reimburse the teacher for the cost of legal counsel to advise the teacher his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. Time lost by a teacher in connection with an incident mentioned in the article shall not be charged against the teacher.

D. The Board will reimburse a teacher for destruction or theft of personal property, excluding cash, in an amount up to \$50 per occurrence. Any allegation of theft must be substantiated by filing a complaint with a local law enforcement agency. Depreciation or appreciation for the article will constitute the replacement value. This article does not apply to theft from automobiles, or destruction covered by insurance.

E. The Board shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the Board to students, teachers and parents at the commencement of each school year.

F. A written statement by the Board governing use of corporal punishment and disciplining of students shall be publicized to all teachers no later than the first week of each school year. Teachers shall be free to employ such means of corporal punishment as they shall in their discretion regard as reasonable. A teacher may, at all times, use such force as is necessary to protect himself, a fellow teacher or administrator, or a student from attack, physical abuse or injury. The Board agrees to indemnify teachers against any damages, fines, legal fees or other costs as a consequence of any act or omission authorized by a written statement of the Board and/or administration or by the provisions of this paragraph.

G. All costs incurred by the Board, concerning action as it relates to this article will be reimburseable by the teacher to the Board if the teacher is adjudged guilty by a court of competent jurisdiction.

ARTICLE XIII
PROFESSIONAL COMPENSATION

A. The Board and the Association hereby agree to adhere to the Teacher's Salary Schedule as defined in Schedule A which is attached to and incorporated in this Agreement.

B. For extra work the teacher shall be entitled to appropriate additional professional compensation as defined in Schedule B (Extra-Curricular Salary Schedule) which is attached to and incorporated in this Agreement.

C. For teaching assignments in excess of the regular school calendar and the normal teaching load, teachers will be compensated at their individual daily wage. For the purpose of this article, school calendar refers to the number of days taught.

D. The computation of a teacher's daily wages will be based upon the total session days in the school year being divided into the salary of the teacher. The hourly wage shall be determined by dividing the daily wage by 7 periods.

E. Teachers required in the course of their work to drive personal automobiles shall receive a car allowance of 22 cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district, with the approval of the administration.

F. If a teacher is asked to substitute during their conference period or due to the absence of a special teacher (e.g. art, music, P.E., etc.) he/she will be paid .001 times the B.A. Base per period. Aides shall not be used as substitutes.

G. Beginning July 1, 1988 all teachers will be allowed to accrue the equivalent of one (1) teaching day for compensation annually. This day must be used within the school year earned and carries with it all the advantages and restrictions that apply to personal business days. Any hours accumulated over the one (1) day's compensation time shall be paid at a rate of .001 times the BA Base per period and show up on the next scheduled pay check.

H. RETIREMENT INCENTIVE:

An employee who has attained through a combination of age and years service in the district a total of 70 points and who has at least 10 years of teaching experience in the Brimley Area Schools shall be eligible to retire from the school system and receive the following benefits from the Brimley Area Schools:

1. For each year in the Brimley Area Schools, the employee shall receive an annual stipend of .006 of the best year of Schedule A compensation in the district times the number of years in the system.
2. The stipend in #1 shall be paid to the employee for a maximum of six (6) years or until the age of 62 whichever comes first.
3. Such stipend shall be paid to the retired employee on a monthly basis. Application for early retirement will be made to the district in writing by June 1st.
4. Retirement is defined to mean severance from regular or contractual employment with the district.
5. No more than 3 people will be retired per school year unless mutually agreed to by the BEA and the Brimley Board of Education.
6. Should the state law ever deem this Early Retirement Plan invalid the recipient would be reinstated to his or her former position with all seniority rank re-established. Necessary reduction in staff would be made to accommodate a returning retiree.
7. The parties may review the contents of this early retirement plan as often as once a year.

ARTICLE XIV

INSURANCE

The following insurance benefits are made available by the Board to the members:

The Board shall provide, without cost to the employee, for a full twelve month period for the employee's entire family, the following MESSA PAK program. When appropriate, MESSA Care and Medicare premiums will be paid on behalf of eligible employees, spouses or dependents. Employees electing health insurance shall receive the benefits listed in Plan A.

PLAN A:

Super Care 2	
Dental Dental	Auto + 008 (100:90/90/90:\$1,500)
Negotiated Life	\$10,000 AD & D
Vision	VSP-3

EMPLOYEES NOT ELECTING HEALTH INSURANCE SHALL RECEIVE BENEFITS IN PLAN B:

PLAN B:

Delta Dental	Auto + 008 (100:90/90/90:\$1,500)
Negotiated Life	\$20,000 AD & D
Vision	VSP-3

Where applicable internal and external coordination of benefits (COB) will be included for all bargaining unit members and their eligible dependents as defined by MESSA.

Bargaining unit members not electing health insurance coverage shall have available the amount of the Super Care 2 single subscriber premium on an individual basis to purchase any of the MESSA Variable Options and/or Michigan Education Association Financial Services (MEA Financial Services) Annuities. Any amounts exceeding the Employer subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups.

ARTICLE XV
PROFESSIONAL GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. A "grievance" is a claim based upon an event or condition which effects the conditions or circumstances under which a teacher works allegedly caused by misinterpretation or inequitable application of the established law, or the terms of this Agreement.
2. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action, or against whom action might be taken in order to resolve this problem.
3. The term "days" when used in this section shall, except where otherwise indicated, mean working school days.
4. The term "teacher" may include any individual teacher, or group of teachers who are certified and who are members of the bargaining unit.

B. Purpose:

The primary purpose of the Procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Structure:

1. There shall be one or more Association Representatives for each school building to be selected in a manner determined by the Association.
2. The building principal, or a person designated by the board, shall be the administrative representative when the particular grievance arises in the building.
3. The Board hereby designates as its representative the Superintendent of Schools when the particular grievance arises in more than one building.

D. Grievance Procedure:

Level One:

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 personally or accompanied by his/her Association representative. The grievance must be filed within fifteen (15) calendar days of the violation, misinterpretation or misapplication, or within fifteen (15) calendar days of the discovery thereof.

If as a result of the informal discussion with the building principal, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on a form provided by the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him/her.

Level Two:

Within five (5) calendar days of receipt of the written grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the Association.

Level Three:

If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Within ten (10) calendar days, the superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the Association.

Level Four:

If the grievance is not resolved by the Superintendent or his representative within five (5) days of its consideration by them, it shall be referred for consideration to the Board of Education. The Board will respond within ten (10) days after receipt of the written referral by the Superintendent.

Level Five:

In the event that the Board of Education and Association is unable to reach a decision on a grievance, the grievance will be submitted to a Grievance Resolution Committee within fifteen (15) calendar days. The Grievance Resolution Committee will consist of three (3) members elected as follows: One (1) member appointed by the Board of Education; One (1) member appointed by the Brimley Education Association, and one (1) member mutually agreeable to the Board and Association who resides in the Brimley Area School District. The Grievance Resolution Committee decision shall be final and binding on both parties. The Grievance Resolution Committee shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, and shall determine the meaning of the specific provision at issue. The decision of the committee shall be put forth in writing to both parties within five (5) school days. Each party will implement the decision within the time period established by the Committee. Each party will be provided the opportunity to state its position either in writing, orally, or both. The fees and expenses of the mutually agreed upon third party shall be paid by the losing party. A grievance, once written, must remain in its original form throughout all steps.

It is agreed that the following matters will not be within the jurisdiction of the Grievance Resolution Committee:

1. Discharge of a probationary teacher.
2. Placing a teacher on a third year of probation.
3. Transfer or reassignment of any teacher.
4. The assignment or non-assignment to any extra-curricular positions.
5. Other matters in this agreement excluded from the grievance procedure.

SELECTION OF THIRD PARTY

Within three (3) days each party will submit to the president of the Board of Education and president of the Brimley Education Association, a list of five (5) names. Within two (2) days the Association Grievance Chairman and Superintendent of Schools shall cross four (4) names to which it objects off each others' list, and return the list with one name to the president of the Board, and the president of the Association. The remaining name on each list shall be placed in a hat and a blind drawing of one of the two names shall be the designated third member chairman on the Grievance Resolution Committee. If the third party chairman selected declines, or cannot accept the appointment, the procedure will be repeated until a third member chairman of the Grievance Resolution Committee is appointed.

Immediate family members of Board members, and employees of the district shall not be eligible to serve as the third member chairman of the Grievance Resolution Committee.

The format, dates, and times of meetings will be arranged by the mutually agreed upon third member chairman and will be conducted in closed session.

E. MISCELLANEOUS:

1. A grievance shall be submitted in writing stating the nature of the grievance and the article and section of the agreement allegedly violated, the remedy requested and signed by the teacher if a solution is not reached after an informal discussion with the principal. A Professional Grievance Report is attached to and incorporated in this Agreement as Schedule C.
2. In the event time limits for an appeal by the Association to the next step are not observed, the grievance shall be considered abandoned.
3. Failure to answer a grievance at any level within the period stated will automatically move the grievance to the next level.
4. Either or both parties may grant, in writing, a waiver of any and all time limits.
5. Back pay adjustments shall be limited to the amount of earnings actually lost, with deduction of all sums earned, or which by the exercise of reasonable diligence could have been earned during the back pay period.

F. The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal right which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

G. Discipline of teachers will be subject to the grievance procedure set forth in this agreement; provided, however, that the Board's decision on the termination of the services of or failure to re-employ any probationary teacher on a third year of probation will be final and will not be subject to arbitration.

H. Nothing contained herein will deprive the District of any rights which it has under the Michigan Teacher Tenure Act with regard to tenure teachers.

ARTICLE XVI
NEGOTIATION PROCEDURES

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Upon request the Superintendent will meet informally with the President of the Association on matters relating to the implementation of the agreement or other matter of mutual concern. Such meetings will not exceed one per month except by mutual agreement.

B. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

C. Beginning not later than March 1 of the calendar year in which this Agreement expires, the Brimley Education Association and the Board agree to negotiate over a Successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning teacher's salaries and all other conditions of employment. Any Agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the Brimley Education Association.

D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district.

ARTICLE XVII
TEACHER EVALUATION

A. Probationary teachers will be evaluated at least two (2) times during each year, and Tenure teachers will be evaluated at least once during each year by their Principals. Evaluation for probationary teachers should be accomplished within two (2) months after the opening of school and within ninety (90) days prior to the end of the school year.

B. A written report shall be completed and signed by the Principal and the teacher within ten (10) days after each observation. A copy of the report shall be given to the teacher. A teacher may submit his own evaluation if he does not agree with the Principal's evaluation. Both evaluations are to be placed in the teacher's personnel file. A teacher may also confer with the Superintendent regarding his evaluation.

C. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the work of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited by the administration or any other employee of the school district, and shall in no case be used as a monitoring device.

D. Each teacher shall have the right upon request to review the contents of his own personal file maintained at the teacher's school or at the office of the Superintendent. A representative of the Association may, at the teacher's request accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files.

Privileged information such as confidential credentials for which the teacher has signed a waiver clause, are specifically exempted from review. The administrator shall, in the presence of the teacher's authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher.

E. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in his/her personnel file unless the teacher has had the opportunity to review the material. Complaints against the teacher shall be put in writing with names of the complaints, administrative action taken, and remedy clearly stated. The teacher may submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question. If the teacher believes that the material to be placed in his/her file is inappropriate or in error, the teacher may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file.

If the teacher is asked to sign material placed in his/her file, such signatures shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based on the contents of the teacher's personnel file.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

- A. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil by the Board.
- B. This Agreement shall supercede any rules regulations or practices of the Board which shall be contrary to or inconsistent to terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to terms of this Agreement.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board of Education.
- E. Teachers agree to join with the Board in a sincere and concentrated effort to individually and by group effort to work to improve public relations between the school and the community.
- F. A minimum of five (5) teachers in-service training sessions may be held during the school year. An Association Representative from the secondary and elementary level, together with the elementary and high school principals, or their designee, shall be responsible for the development of in-service training programs subject to the approval of the superintendent. The first inservice committee meeting of the school year shall be scheduled by the Superintendent or designee.

ARTICLE XIX
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.

B. No teacher shall be disciplined, including reprimanded, suspended with or without pay, demoted, or discharged, without just cause. Just cause will include any violation of rules and regulations set forth in Board policy, dated November 1980 of the Master Agreement. Personnel may be disciplined in the following fashion:

1st offense	written warning
2nd offense	one days suspension without pay
3rd offense	one week suspension without pay
4th offense	dismissal

If a teacher wishes he may initiate the grievance procedure.

C. Notwithstanding the foregoing, in the case of the disciplining 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 (1) as to probationary teachers, the Board may 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, and (2) as to teachers on Tenure or continuing contracts pending grievances shall be dismissed upon the filing of written charges under the Michigan Tenure of Teachers Act, and the Tenure Act shall thereafter govern all proceedings against the teacher.

E. A teacher may at all times be entitled to have present a silent representative of the association when he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

F. Any complaint by a parent or other complaints received by the system directed toward a teacher shall be called to the teacher's attention, in writing if it is considered serious by the appropriate administrator, or if written into the teacher's personnel file, or if used as a basis for reprimanding a teacher.

ARTICLE XX
WAIVER

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 of Education 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 referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE XXI

TWO-WAY INTERACTIVE TELECOMMUNICATIONS

ADDENDA FOR TWO-WAY INTERACTIVE DISTRIBUTION SYSTEM FOR SCHOOLS IN THE EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT.

I. ADDENDA

- A. This agreement recommended be adopted as part of the local agreement hereinafter referred to as the TIDSS ADDENDA is entered into this 1st day of July, 1990 by and between the Association and the Board.
- B. The Two-Way Interactive Delivery System for Schools (TIDSS) is an electronic networking system that provides an alternative instructional delivery system for use of the constituent school districts comprising the EUPISD and LSSU. As such, the system is in effect an "educational utility system" operated cooperatively by constituent school districts.
- C. Each of the districts participating in the project are individual and autonomous districts each with its own local bargaining unit and local collective bargaining agreement. It is evident that any employer - employee relationship remains with each constituent district and local bargaining unit.
- D. The contract language that follows is to be an addenda to each contract in the EUPISD. In order for this addenda to be in effect in any school district, it must be approved by the Board of Education for that district and its respective local association. Areas not covered by the addenda shall be governed by the terms of the local collective bargaining agreement of each constituent.
- E. During the life of this Agreement, any party offering K-12 credit courses over the TIDSS System during the regular school day shall ratify the TIDSS ADDENDA. "Regular school day: shall be defined as the daytime K-12 teacher workday of each local constituent school district as determined by its local collective bargaining agreement.

II. DEFINITIONS

- A. "Telecommunications" or "Telecommunications Classes" shall be defined as the teaching of students via a two-way interactive television system known as Two-Way Interactive Delivery System for Schools (TIDSS).
- B. "Originating Site District" shall be defined as the location/designation in which the responsible teacher is located and wherein the Telecommunication Class is being taught.
- C. "Remote Site District" shall be defined as the location/designation where class instruction is being received via television.
- D. "TIDSS," an educational utility, shall be defined as Two-Way Interactive Delivery System for Schools.

III. RESPONSIBILITIES OF ORIGINATING AND REMOTE SITE DISTRICTS

- A. The originating site shall be responsible for the course content, material selection, instruction, testing and evaluation of students at the originating site district and at all remote site districts.
- B. Behavior or discipline and supervision of students at remote site shall be the responsibility of the remote site district. If teachers are regularly assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment. No teacher will be (regularly) assigned to supervise remote site students during the teacher's preparation period.

IV. WORKING CONDITIONS

A. CLASS SIZE

The parties mutually agree that the purpose of EUPISD TIDSS is to provide quality, cooperative academic programming in order to enrich education opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including students at the originating site district and those at remote sites, shall not exceed twenty-five (25 students per teacher, per class hour.

B. CLASS PREPARATIONS

1. A teacher assigned to teach via TIDSS, shall have a maximum number of three class preparations including the tele-communications class. However, if it is necessary to exceed the maximum number of preparations one of the following two options may be implemented.
 - a. One additional preparation period
 - b. A stipend of \$500 per semester

C. CLASS PREPARATIONS

1. Originating sites agree that for a teacher acting as a presenter of a telecommunications class (during the regular school day), the telecommunications course taught shall count as one (1) preparation as reflected on the daily teaching schedule.

D. CLASSES OUTSIDE THE NORMAL SCHOOL DAY/SCHOOL YEAR

1. Teachers who are full time employees presenting telecommunications classes which are scheduled outside the normal school day, shall be compensated at the community rate for classes.

E. CLASSES OUTSIDE THE NORMAL SCHOOL DAY/SCHOOL YEAR

1. Teachers presenting telecommunications classes which are scheduled outside of the normal school day or normal school year shall be compensated at a negotiated rate of pay at the originating site for such classes.

E. EQUIPMENT

1. Each TIDSS participating district shall be responsible for the repair and maintenance of telecommunications classroom equipment at their site(s). Teachers are responsible for reporting malfunctioning equipment to their immediate supervisor.

F. TRAINING

1. Initial and on-going training in using telecommunications as an alternative educational delivery system shall be made available to teachers who will be presenting telecommunications classes. Telecommunications teachers participating in training outside of the normal school day/school year shall be compensated at the rate of .0007 times the average BA Base for EUPISD K-12 bargaining units, per hour, for such training.

G. TEACHER EVALUATION

1. The evaluation of teachers of telecommunications courses shall be specifically subject to the evaluation process contained in the local collective bargaining agreement of the originating site district. All evaluations/observations shall require the physical presence of the evaluator. No observation for the purposes of evaluation shall be done or conducted by electronic means.

H. MILEAGE

1. Originating site district teachers who, from time to time, may be required to use their personal automobile to travel between sites or to training or to other meetings regarding TIDSS shall be reimbursed for their allowable mileage in a manner consistent with their local collective bargaining agreement, or at the current Internal Revenue Service rate if not specified in the local collective bargaining agreement.

V. JOB SECURITY

- A. The intent and purpose of the TIDSS PROJECT is to provide a vehicle for the cooperative offering and sharing of educational opportunities among the districts ratifying this document and to provide educational resources to the students of these districts in a cost-effective and efficient manner.
- B. It is not the intent and purpose of the TIDSS PROJECT to reduce the total number of bargaining unit members employed or the hours worked as a result of the implementation and use of telecommunications via TIDSS. Local reduction in personnel language shall prevail if staff reductions are necessary.

- C. It is specifically understood that any local school district teacher presenting a K-12 telecommunications class during the day shall be a member of the bargaining unit. Bargaining unit members as used in this agreement shall be defined as those employees of a district organized under the Public Act 379.

VI. SCHEDULING AND ASSIGNMENTS

- A. The TIDSS Program Committee shall develop processes, procedures and recommendations for the annual determination of course offerings and the designation of originating and remote site district locations. The TIDSS Governance Committee shall make the final determination of course offerings, and site locations on or before June 1 of each year.
- B. On or before June 15, of each year, (December 15 for second semester courses) the employer will post, in each building, a list of classes to be provided via two-way instructional television during the following school year. The list will indicate, with respect to each class, the districts that will be receiving same. The list will also identify the number and type of positions required to provide the classes listed. The MEA office will be sent a copy of each posting.
- C. Teachers shall make their interest in teaching such classes known by sending notification of same to the Superintendent or designee in their school district.
- D. Assignments to telecommunications courses shall be made on a yearly or semester basis and shall be by mutual agreement of the employee and the originating site district. such positions shall be filled on the basis of; 1) certification in the subject area; 2) demonstrated ability to use the system; 3) seniority and; 4) employed by the originating site district.
- E. Breaking Ties:
1. Should seniority ties occur between individuals bidding on telecommunications classes, such ties shall be broken and the assignment awarded on the basis of a random draw.

VII. BROADCAST AND REBROADCAST CONDITIONS

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

- A. A telecommunications class may be televised for demonstration purposes by mutual consent of the teacher and the originating site district. Videotapes of telecommunications classes may be used for other purposes by mutual consent of the teacher and the originating site district.
- B. Videotapes of a telecommunications class may be used for makeup work for all students currently enrolled in that telecommunications class.
- C. Videotapes of telecommunications classes are the property of the originating site district.
- D. All instructional presentations broadcast of TIDSS, which teachers are paid to create and produce, may be copyrighted by, and are the sole property of, the designated originating site district.

VIII. ADDENDA REVIEW PROCEDURE

- A. It is agreed that representatives of the TIDSS Governance Committee and the employee designated team will meet annually on or before March 1 for the purposes of reviewing and if necessary, modifying the TIDSS ADDENDA.
- B. Inasmuch as the implementation and use of instruction by two-way interactive television in general and TIDSS specifically is developmental, the parties agree that it may be necessary to meet from time to time, in order to resolve issues that were not contemplated or addressed in this addenda and shall be subject to the approval process as outlined in Section 1.E of the TIDSS ADDENDA.
- C. Either the Association or the EUPISD may initiate interim dialogue regarding the TIDSS ADDENDA by mutual consent that such is desired.

IX. GRIEVANCE PROCEDURE

A. LOCAL GRIEVANCE

X. COURIER SERVICES

The Eastern Upper Peninsula I.S.D. Delivery System may be used to provide regular courier service for the purpose of transporting documents, homework, classwork, tests and materials between the various originating and remote site districts.

XI. LABOR DISPUTES

In constituent school districts where instructional employees are not at work due to a labor dispute with the said district, those students enrolled to participate in a telecommunications course(s) with prior agreement between the local school Board and the Association.

ARTICLE XXII

DURATION

- A. This Agreement shall be effective as of July 1, 1990 and shall continue in effect until the 30th day of June, 1992.
- B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

BRIMLEY EDUCATION ASSOCIATION

By _____
President

By _____
Secretary

By _____
PN Chairperson

BRIMLEY BOARD OF EDUCATION

By _____
President

By _____
Secretary

By _____
PN Chairperson

NMEA PRESIDENT

_____ Date _____

NMEA STAFF

_____ Date _____

SALARY
SCHEDULE A - 1990-91

Base 18007

<u>STEPS</u>	<u>FACTOR</u>	<u>B.A.</u>	<u>B.A. + 20</u>	<u>M.A.</u>	<u>M.A. + 20</u>
1.	1.00	18007	18547 19547	19475	19988
2.	1.05	18908	19475	20449	20987
3.	1.10	19808	20402	21422	21987
4.	1.15	20708	21330	22396	22986
5.	1.20	21609	22257	23370	23986
6.	1.25	22509	23184	24343	24985
7.	1.30	23409	24112	25317	25984
8.	1.35	24310	25039	26291	26984
9.	1.40	25210	25966	27265	27983
10.	1.45	26110	26894	28238	28983
11.	1.51	27191	28007	29407	30182
12.	1.57	28271	29119	30575	31381
13.	1.63	29352	30232	31744	32580
14.	1.69	30432	31345	32912	33780
15.	1.775	31963	32908	34531	35429

1. Remain on same step if put on 3rd year probation.
2. Each semester of successful teaching experience will earn one-half increment up to the maximum, established at the beginning of each school year.
3. Two years experience given on the schedule if served in the military, providing the military was full time and for at least 18 months.
4. The 20 semester hours beyond the B.A. and M.A. Degree must be in the teacher's field of study or be applicable to an advance degree.
5. The Board shall pay the teachers contribution to the Michigan Public School Employees Retirement Fund.
6. All make up days, mandated by the state, shall be made up by mutual consent of the Administration and the BEA. If the state mandates a payment system for these make up days the BEA will be free to negotiate a daily rate of pay for these days. This rate not to exceed the teacher's average daily rate.

SCHEDULE A - 1991-92

Base 18908

<u>LEVEL</u>	<u>INDEX</u>	<u>B.A.</u>	<u>B.A. + 20</u>	<u>M.A.</u>	<u>M.A. + 20</u>
1.	1.00	18908	19475	20449	20987
2.	1.05	19800	20449	21471	22037
3.	1.10	20798	21422	22493	23086
4.	1.15	21744	22396	23516	24136
5.	1.20	22689	23370	24538	25185
6.	1.25	23634	24343	25561	26234
7.	1.30	24580	25317	26583	27284
8.	1.35	25525	26291	27606	28333
9.	1.40	26471	27265	28628	29382
10.	1.45	27416	28238	29650	30432
11.	1.51	28550	29407	30877	31691
12.	1.57	29685	30575	32104	32950
13.	1.63	30819	31744	33331	34209
14.	1.69	31954	32912	34558	33469
15.	1.725	33750	34762	36301	37462

1. Remain on same step if put on 3rd year probation.
2. Each semester of successful teaching experience will earn one half increment up to the maximum established at the beginning of each school year.
3. Two years experience given on the schedule if served in the military, providing the military was full time and for at least 18 months.
4. The 20 semester hours beyond the B.A. and M.A. Degree must be in the teacher's field of study or be applicable to an advanced degree.
5. The Board shall pay the teachers contribution to the Michigan Public School Employees Retirement Fund.
6. All make up days, mandated by the State, shall be made up by mutual consent of the Administration and the BEA. If the State mandates a payment system for these make up days the BEA will be free to negotiate a daily rate of pay for these days. This rate not to exceed the teachers average daily rate.

SCHEDULE B--EXTRA-CURRICULAR SALARY SCHEDULE

A member may sign up for extra-curricular activities when a vacancy occurs and shall be compensated at a percentage of Step 1 of the B.A. salary schedule in addition to his base salary for this extra-curricular activity. Primary consideration for these duties shall be given to members of the Association.

All positions will be posted ten (10) days prior to being filled except in case of extreme emergency.

EXTRA-CURRICULAR POSITIONS:

	Percent of B.A. Base
Head Football	10%
Assistant Football	7%
Head Basketball	10%
Assistant Basketball (J.V.)	7%
Freshman Basketball	5%
7 & 8th Basketball	5%
Track (boys/girls each)	7%
Jr.High Boy's Track	4%
Jr. High Girl's Track	4%
Head Volleyball	10%
J.V. Volleyball	7%
Cross Country	4%
Director Senior Play	2%
Director Junior Play	2%
Advisor Yearbook	4%
Advisor - Citizen's Bee Quiz Bowl	3%
Advisor	
Cheerleading - Football	3%
Cheerleading - Basketball	3%
Cheerleading - Jr. High Basketball	3%
Band	3%
Class Advisors:	
Seniors	6%
Juniors	5%
Sophomores	4%
Freshman	3%
8th Grade	2%
7th Grade	2%
Baseball	8%
National Honor Society Advisor	3%

Ticket takers, sellers, timer, bus chaperone for athletic events	\$15.
Lunch period supervision	.0007/period
Driver's Education	.0008/hour
Internal Subbing - including detention	.001/hour

Teachers assigned to a particular group will be present at any event undertaken by the group.

All teachers are expected to take their fair share of extra-curricular duties as assigned by the administration.

Reimbursements paid out of the school athletic fund will be made at the conclusion of each sport session.

BRIMLEY CALENDAR

1990-91

September 4	First Day - Student half day
November 15 - Thursday	First day deer season
November 21 - 12:30	Thanksgiving Break
December 21 - 11:15 a.m.	Christmas Break
January 2	Return from Christmas Break
March 28 - 12:30	Easter Break
April 8	Return from Easter Break
May 27	Memorial Day
June 5 - Wednesday	Last Day of School

180 DAY CALENDAR

BRIMLEY CALENDAR

1991-92

September 3	First Day - Student half day
November 15 - Friday	First day deer season
November 27 - 12:30	Thanksgiving Break
December 20 - 11:15 a.m.	Christmas Break
January 2	Return from Christmas Break
April 10 - 12:30	Easter Break
April 21	Return from Easter Break
May 25	Memorial Day
June 4 - Thursday	Last Day of School

180 DAY CALENDAR