

8/96

APPROVED: 12/20/93

AGREEMENT
BETWEEN THE

BAY-ARENAC INTERMEDIATE BOARD OF EDUCATION
AND
BAY-ARENAC SKILL CENTER EDUCATION ASSOCIATION

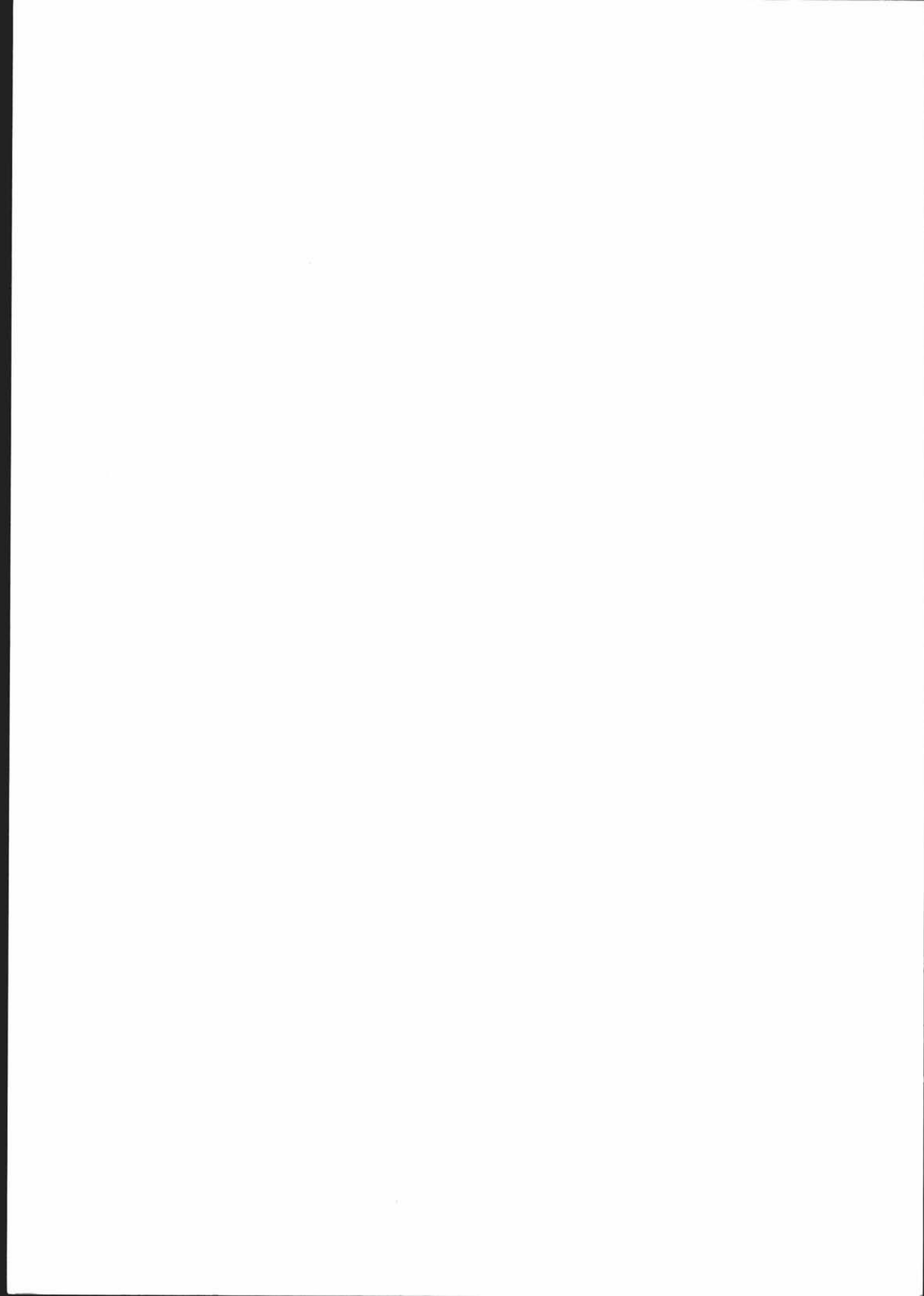
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1993-94
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1995-96

Bay-Arenac Intermediate School District

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AGREEMENT

This Agreement is entered into this 20th day of December, 1993, by and between the Intermediate Board of Education of Bay and Arenac Counties, Bay City, Michigan, hereinafter called the "Employer", and the Bay-Arenac Skill Center Education Association, affiliated with the Michigan Federation of Teachers/American Federation of Teachers, hereinafter called the "Association."

ARTICLE I RECOGNITION

AGREEMENT BETWEEN THE ASSOCIATION AND THE BAY-ARENAC INTERMEDIATE BOARD OF EDUCATION

The Employer hereby recognizes the Association as the exclusive and sole bargaining representative, as defined in Section II of Act 379 Public Acts of 1965, for all Skill Center professional personnel employed under a teaching contract, and during the term of this contract, hereinafter called "Employees."

ARTICLE II RIGHTS OF THE ASSOCIATION

The Association, on its own behalf, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by General School Laws of the State of Michigan, the Constitution of the State of Michigan and/or the United States.

Any Individual instructor contract with a member of the Association will be made expressly subject to the terms of this agreement.

Upon obtaining the approval of the Superintendent or his/her designee in advance, the Association will have permission to use office facilities and equipment without charge when such equipment is not otherwise in use, and when such use is for Association business. Any damage to equipment while being used will be paid for by the Association.

Copies of the Agreement will be duplicated, at the expense of the District. It will be the responsibility of the Association to see that its members each receive a copy of the Agreement.

ARTICLE III MANAGEMENT RIGHTS CLAUSE

The Employer, 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.

ARTICLE IV MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

- A. In the event that an employee signs and delivers to the Employer an assignment authorizing a deduction of membership dues and assessment of the Association, such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of a given year.

B. Upon accepted written authorization, the Employer will make payroll deductions from each paycheck for School Credit Union, Association Membership Dues, Savings Bonds and Annuities.

C. Sample Authorization Form:

The Employer is hereby authorized to make all legal deductions from my pay at my request. Authorized deductions are School Credit Union, Association Membership Dues, Savings Bonds, Annuities and Health Insurance. This Authorization relieves the Board of Education and the Association of any responsibility in the event error is made. I fully agree with this authorization.

Signed_____ Date_____

D. Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of employment shall, as a condition of employment, pay as a representation service fee to the Association an amount equal to membership dues payable to the Association and its affiliates, provided, however, that the employee may authorize payroll deduction for such representation service fee in the same manner as provided in paragraph A of this article. In the event that an employee shall not pay such representation service fee directly to the Association or authorize payment through payroll deductions, as provided in paragraph A, the Employer shall immediately cause the termination of employment of such employee.

The parties expressly recognize that the failure of any employee to comply with the provisions of this article is just and reasonable cause for discharge from employment.

The Association shall indemnify and save the employer harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the employer for the purpose of complying with the Association security/agency shop provision of this article. The Association shall, when the employer is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan Federation of Teachers/American Federation of Teachers. The Association shall have the right to negotiate a settlement with any employee whose wages have been subject to involuntary deduction under this article.

ARTICLE V INSURANCE

- A. The Employer will provide group life insurance protection in the amount of \$20,000 with double indemnity rider to all full time employees. The employee will designate his/her beneficiary.
- B. The Employer will provide present Health Care coverage for employees and dependents. The employees will share in the cost of hospitalization. Beginning November 1, 1990, a single person coverage will pay \$15.00 per month, the two person coverage will pay \$20.00 per month, and full family coverage will pay \$25.00 per month.

Bay-Arenac Intermediate School District will provide an IRS Section 125 Plan for its employees. Additional costs for dependents requiring special insurance riders shall be paid by the employee who wishes this coverage.

C. DENTAL COVERAGE

Comprehensive Preferred Dental Plan, Class I and II with 40% co-pay and 50% orthodontic co-pay.

D. VISION COVERAGE

The Employer shall provide, without cost to the Employee AFL-CIO P.E.T. Silver Star Vision Care, or equivalent, for all Employees and their eligible dependents as defined by AFL-CIO P.E.T. or equivalent.

E. LONG TERM DISABILITY COVERAGE

The Employer shall provide, without cost to each eligible Employee, a Long Term Disability Insurance Program. Benefits shall be paid at 66-2/3% of salary up to a monthly maximum of \$2,500 and shall begin after expiration of 90 calendar days, as defined by AFL-CIO or equivalent.

F. Employees not wishing health care protection may apply \$80 per month toward the following options: Group Term Life and/or Loss of Time available through the Michigan Education Special Services Association, and/or Income Protection programs offered by the district, and/or annuity programs offered by the district.

G. In the event that an employee, absent because of illness, injury or maternity leave of absence, has exhausted sick leave accrual, any insurance benefits provided by the Employer will continue throughout the balance of the contract year.

Employees who incur illness or injury necessitating a second year's leave, will be allowed to stay in all group insurance plans at their own expense, subject to the insurance carrier's permission.

- H. Coverage will begin on the first day of work of the school year and continue through to the first school day of the next school year.
- I. Insurance options available through Michigan Education Special Service Association will be available to all employees at their own expense.
- J. An employee, after retirement or lay-off, will be allowed to continue his/her group life insurance program at his/her own expense providing the carrier will allow this to take place.

ARTICLE VI PART TIME EMPLOYEES

A half time employee who works a minimum of at least 15 hours per week and less than 40 hours per week is eligible to have half benefits of a full time employee (life insurance, hospitalization, dental, vision and long term disability) providing the employee is willing to pay the balance. The half time employee will receive half the benefits of a full time employee.

ARTICLE VII WORKING CONDITIONS

- A. The Employer will provide legal counsel and render assistance to an employee in his/her defense in any instance where the employee, while on the job, is complained against, assaulted or sued by reason of his/her

actions, provided the employee's actions were not wilfully negligent or malicious.

- B. The Employer and the Association recognizes the normal day for Skill Center employees to be eight (8) hours. A ratio of at least three (3) minutes planning time to 16 minutes teaching time will be assured. This includes a duty free lunch period. It is recognized that as a part of their work day, each employee is expected to interact with prospective employers and placement officers of the Skill Center.

Teaching employees may have the following options regarding working hours at the Skill Center:

7:30 a.m. to 3:30 p.m. or 8:00 a.m. to 4:00 p.m. Employees must state in writing on the first day of the semester, at least five (5) school days in advance of the second semester, which option they prefer, and understand that the commitment extends for at least one semester. It is also understood for those who choose the early starting time that occasions may arise in which they will be asked to extend their normal work day for special meetings, employer visitations, parent conferences, etc.

- C. A single shift may be a designated portion of each day or may be alternating normal days throughout the school year, in special program areas.
- D. An employee, who in addition to the normal day teaches an additional shift, will work an additional 3 hours and 25 minutes.

E. Seniority is established for the Association member at the date of signing of the first teaching contract in the Bay-Arenac Skill Center. The Employer will provide the Association with an up-to-date seniority list no later than October 1 of each school year.

F. No employee will be required to make a shift change except on a temporary basis (temporary meaning not to exceed six weeks) unless the employee agrees to the change.

G. All teaching contracts will be issued no later than the first day of the school year. See sample below of third session work agreement:

_____ has agreed to teach the third shift in _____
_____ for the 19__-19__ school year.

Your compensation for the third shift shall be \$_____. The above amount represents the _____ salary schedule amount and will be readjusted at a later date.

It is agreed that final determination to run the class or to terminate the class shall be made no later than ten student days after the start of the school year. Determining factor for class continuance is an enrollment of a minimum of ten (10) students. In the event of class cancellations, teachers will be paid for days worked.

By _____
Superintendent, Bay-Arenac Signature of Employee

Date _____

H. The Employer will provide adequate facilities and student class loads in keeping with the best educational practices possible.

I. PUBLIC ACT 56 (House Bill 4339 Effective June 22, 1987)

PA 56 amends Section 1233 of the School Code of 1976 to modify the provisions applicable to noncertified vocational education teachers. A local or intermediate school board may renew through June 30, 1995 the annual vocational authorization of a noncertified vocational education teacher who was employed by the district on June 1, 1987, even if a certified teacher is available for hire, if two conditions are met. First, the noncertified teacher must be annually and continually enrolled and completing credits in an approved teacher preparation program leading to vocational certification. Second, the noncertified teacher must have a planned program for attaining certification on file with his or her school district, the teacher preparation institution, and the Department of Education.

All vocational education teachers certified after June 1, 1995 must pass a competency test.

ARTICLE VIII
VACANCIES AND PROMOTIONS

A. Whenever a vacancy in a non-administrative position in the Bay-Arenac Skill Center will occur, the Employer will publicize same by posting such a position. The notice will contain a job description and qualifications. Ten calendar days notice will be given before such vacancies will be filled.

If a vacancy occurs during the summer, the Association members will be notified of such vacancy, by mail.

- B. Employees, interested in such vacancies, will notify the Principal, in writing. In filling vacancies, the Employer will consider the experience attainments, competency, educational qualifications, length of service in the Bay-Arenac Skill Center and other relevant factors of the candidates. If, in the judgment of the Employer all other factors are equal, the applicant with the longest period of continuous seniority with the Bay-Arenac Skill Center will be given preference for such vacancy.
- C. Current employees with the longest seniority will be given first consideration regarding assignments and students served in the specialty area. The Employer reserves the right to make the final assignment.
- D. No employee will be assigned outside the professional discipline for which he/she was hired without his/her consent.

ARTICLE IX REDUCTION OF PERSONNEL

- A. The Association will be informed, regarding financial matters as they may affect the program at the Bay-Arenac Skill Center and their continued employment, as soon as possible.
- B. Reduction in staff shall be as follows:
 - (1) The least senioered non-certified instructor in a specific position shall be laid off first.
 - (2) If further reductions are necessary, least senior probationary teacher shall be subject to layoff provided there is a qualified and/or certified tenure staff member to perform the duties of the position.

- (3) If further reductions are necessary, certified tenure teachers shall be laid off based upon seniority provided a more senior tenure teacher is qualified and/or certified to perform the duties of the position.
- (4) Recall shall be in inverse order of layoff provided that the most senior laid off employee is qualified and/or certified to perform the duties of the position.

C. Any employee, who has been laid off due to reduction of personnel, will be the first to be re-hired when a vacancy occurs in any area for which the employee is qualified and/or certified. When the employee is re-hired, the employee's seniority will remain the same as if he/she had continued in the employ of the Bay-Arenac Skill Center, and the employee will be placed on the next salary schedule step from the one he/she was on when employment was terminated. (John Doe laid off on Step Four two years would have seven years seniority and be on salary Step Five.) If additional education, teaching experience or work in his or her specialty area, providing the experience meets State of Michigan vocational certification requirements, has been attained during this layoff, the employee will receive credit for it. As of December 20, 1993, if an employee is not recalled within three years, he/she shall be removed from the seniority list.

ARTICLE X
SICK LEAVE AND LEAVES OF ABSENCE

SICK LEAVE: Sick leave with pay shall be granted in case of illness to the employee as follows:

- A. Twelve days per year accumulative to 115 days.
- B. Upon depletion of his/her sick leave an employee may apply to the Employer for additional sick leave.
- C. When sick or injured, an employee is to notify the Bay-Arenac Skill Center office as per instructions.
- D. The Employer may require a doctor's statement substantiating the illness or injury.
- E. In the case of serious illness or injury to the employee's spouse or dependent children to a maximum of three (3) days a year. The Employer may grant additional days if it seems appropriate.
- F. The sick leave register will be available to designated representatives of the Association, and each employee will receive the status of his/her own sick leave at the beginning of each semester.
- G. Maternity.
- H. The employee can make a choice to use Workmen's Compensation only or a combination of Workmen's Compensation and sick leave to draw the same as a full day's pay. Anytime a portion of a day from sick leave is used, 1/2 day of sick leave will be deducted.

LEAVES OF ABSENCE: Leaves of absence with pay, not chargeable against sick leave allowance.

- A. Up to three days leave will be granted in case of the death of employee's spouse, children, employee's parents, brothers or sisters, grandparents or grandchildren, brothers-in-law or sisters-in-law, spouse's parents, brothers or sisters, grandparents or grandchildren providing employee attends funeral. Funeral leave will be paid for normal working days only. Additional time may be granted at the discretion of the Superintendent or his/her designee.
- B. Meetings, school visitations, in-service seminars and course work with the approval of the Superintendent or his/her designee.
- C. Such time as necessary to take a selective service exam.
- D. The Superintendent or his/her designee shall determine the justification for leave with pay for any required appearance in a legal proceeding connected with the employee's employment.
- E. Time off for conferences in the area of specialty shall be at the discretion of the Superintendent or his/her designee.
- F. The Employer grants 2 days per year non-accumulative for personal business days.
- G. Absence when an employee is called for jury duty.
- H. Any employee who is off work for jury duty and receiving pay must sign over to the school district any money received for jury duty. The school district, in turn, will authorize a full day's wages for each day of jury duty.
- I. Leave of absence with pay, up to two days, may be granted to the Association President or his/her designee to conduct association business with additional days at the discretion of the Superintendent or his/her designee. Requests for leave must be in writing to the

Principal at least 48 hours prior to the date of the leave. The building Principal will process the request and notify the Association President within 24 hours of his/her disposition.

LEAVES OF ABSENCE WITHOUT PAY: Leaves of absence without pay, not to exceed one (1) year, will be granted upon application by the employee subject to the following guidelines and with the approval of the administration.

- A. Continuing education
- B. Updating in specialty area

The Employer may grant leaves for any other purpose they deem necessary. Upon return from such leave, employees will be placed in their previous positions, placed in the same position on the salary schedule as they would have been had they taught in the district during such period; provided, however, that such employees notify the Employer of their intentions to return not less than ninety (90) calendar days before the outset of the semester immediately following the activity for which the leave was granted.

Any employee who is on leave of absence under this article will be allowed to stay in all group insurance plans, at their own expense, subject to the insurance carrier's permission.

LEAVES OF ABSENCE WITHOUT PAY FOR UPDATING CERTIFICATION:

Any employee who is replaced due to certification and has served satisfactorily the two-year probationary period, will be placed on leave of absence for one year, provided that employee has met the educational requirements of the present and last previous contract. Upon return from such leave, the employee will be

placed in their previous position, seniority permitting, placed in the same position on the salary schedule as they would have been had they taught in the district during such period; provided, however, that such employee notify the Employer of their intention to return with necessary certification not less than ninety (90) calendar days before the outset of the semester immediately following the leave. If the employee was unable to meet the necessary certification requirements in the one-year leave, and the job has not been filled by a fully certified person, the employee will return to the position with salary and seniority as per paragraph above. Any employee who is on leave of absence under this article will be allowed to stay in all group insurance plans, at their own expense, subject to the insurance carrier's permission.

MATERNITY AND ADOPTION LEAVES:

Maternity leave will be granted upon request. This leave may be taken as follows:

- A. Accumulated sick days;
- B. Leave of absence without pay up to ninety (90) school days to be taken within the school year;
- C. Combination of A and B.

Upon return from such leave, employees will be placed in their previous positions, placed in the same position on the salary schedule as they would have been had they taught in the district during such period; provided, however, that such employees notify the Employer of their intentions to return not less than ninety (90) calendar days before the outset of the semester immediately following the activity for which the leave was granted.

Adoption Leave:

- A. Leave of absence for the purpose of adopting a child will be granted without pay for up to 90 school days.

Upon return from such leave, employees will be placed in their previous positions, placed in the same position on the salary schedule as they would have been had they taught in the district during such period; provided, however, that such employees notify the Employer of their intentions to return not less than ninety (90) calendar days before the outset of the semester immediately following the activity for which the leave was granted.

ARTICLE XI
STAFF MEETINGS

The Administration will call all staff and in-service meetings when necessary. A 24 hour advance notice will be given whenever possible. All employees are to attend meetings when requested. Meetings shall be held within working hours if possible.

ARTICLE XII
GRIEVANCE PROCEDURES

- A. A grievance is a complaint alleging violation of a specific article and section of the Agreement. Both parties agree that the grievance proceedings will be kept as confidential as may be appropriate at any level of such procedure and that the primary purpose of such procedures is to secure at the lowest level possible equitable solutions to the problems of the parties. The aggrieved employee(s) may choose to have a representative of the Association present at all or any of the grievance procedures and either party may request the decision in writing at any level.

Level One: Discussion with Principal or his/her designee, in the hope of resolving the matter.

Level Two: Discussion with the Association representative to see if he/she concurs that a grievance exists.

Level Three: A written, signed grievance must be filed within ten (10) school days after the occurrence of the alleged violation, stating the nature of the grievance, the article and section of the Agreement allegedly violated. The grievance will be discussed with the Principal or his/her designee and a decision rendered within five (5) days.

Level Four: If the grievance is not solved within seven (7) school days of its filing with the Principal, the grievance will move from the Principal of the Bay-Arenac Skill Center to the Deputy Superintendent of the Bay-Arenac Intermediate School District, to be resolved within seven (7) school days.

Level Five: If this decision is not satisfactory, the aggrieved employee(s) may file the grievance with the Secretary of the Board, in writing, at least one week prior to the next regular Board meeting. The Board will place said grievance on the agenda on its next regular meeting, at which time the aggrieved employee(s) and an Association representative will be given an opportunity to be heard. The Board will render its decision, in writing, within five (5) school days.

Level Six: Mediation - If the Board of Education, the aggrieved employee(s) and the Association will be unable to resolve any grievance, and it involves an alleged violation of a specific article and section of this Agreement, it may, within ten (10) days after the decision of the Board of Education, be appealed to the mediation and fact-finding

procedures, established by Act 379, P.A. 1965. Such appeal will be in writing and will be delivered to the labor mediation board and the Board of Education within said ten (10) day period, and if not so delivered, the grievance will be deemed abandoned. After the above procedure, the Board will reconsider its decision and render a final decision within five (5) days.

- B. Forms for filing and processing grievances will be designed cooperatively by the Association or its representatives and the Employer or its representatives, and will be prepared and given appropriate distribution so as to facilitate the operation of the grievance procedure.
- C. The employee(s) retain the right to withdraw grievances at any level, without prejudice.
- D. Information necessary to the determination and processing of the grievance will be provided by the Administration.
- E. The number of days indicated in each level, as set forth above, is considered to be a maximum, and the failure of an employee(s) to proceed to the next step of the grievance procedure, within the time limits as set forth, will be an acceptance of the decision previously rendered and will constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator, at any step, to communicate his/her decision to the employee(s) within the specified time limits will permit the employee(s) to proceed to the next step. All time limits may be extended by mutual agreement, in writing.

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

ARTICLE XIII
PROFESSIONAL PERSONNEL EVALUATION

- A. Each employee will have the right, upon request, to review the contents of his/her own tenure file.
- B. All evaluation of the work of the employee will be conducted openly.
- C. A copy of the evaluation form and a statement as to how it will be used will be made available to each employee, prior to any evaluation. The following statement will be attached to the employee's evaluation for their signature:

It is understood that my signature attests to the fact that I have seen this document and not necessarily that I agree with its contents.
- D. If the employee wishes to have a statement placed in his/her file after the evaluation the same wording will also apply.
- E. Employees will not be reprimanded nor teaching techniques questioned in front of students.
- F. All evaluation of employees will be done by Administration or persons approved by both the Board of Education and the Bay-Arenac Skill Center Education Association.

ARTICLE XIV
PROFESSIONAL COMPENSATION

- A. The basic salaries of employees covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated period.
- B. Employees who drive their personal automobiles in the course of their work shall be paid at the maximum current rate established by the Employer, for approved mileage as shown on a mileage report.
- C. Any reimbursement for instructional responsibilities beyond the regular school day will be a daily hourly rate derived by dividing the regular annual salary by 1295.
- D. On initial employment, vocational certification will be a condition of employment. Non-degreed employees will be given credit for up to three (3) years of work experience in specialty area (if given 3 years credit, they would start on the 4th step). Allowable work experience to have been performed in the past five (5) years from date of employment. The degreed employee will be given credit for up to six (6) years of previous teaching experience. Allowable teaching experience to have been experienced in the past seven (7) years from date of employment.
- E. At the time an employee earns a degree or earns sufficient semester hours to move from one salary schedule to another and notice to that effect from the college or university is received, credit on the salary schedule will be granted from the first day of each of the two semesters at the Bay-Arenac Skill Center. (For example: A teacher acquired his/her degree on

December 1, 1981, and the Skill Center Administration is notified, the teacher would be placed on the proper step of the salary schedule on the first day of the second semester and there is no retroactivity to December 1, 1981.)

- F. Retirement will be paid at the rate of 5% or whatever rate increase is mandated by the state.
- G. All non-degree employees must earn the minimum semester hours of college credit as required per State guidelines toward a degree and full vocational certification during the duration of this contract. Violation of this article and section will include disciplinary action by the Employer up to and including termination. Certain extenuating circumstances, such as non-offering of needed classes by universities or verified extended health reasons, must be made known to the Bay-Arenac Skill Center Principal immediately in writing. This section of the Agreement is understood to be Bay-Arenac Intermediate School District conditions of employment for non-degree employees covered under this Agreement. Legislation or administrative rule change may increase the required amount of hours to be earned per year.

ARTICLE XV CALENDAR

Employees, under a teaching contract, will serve no more than 185 days per school year. When the calendar has been established by the operating district, after consultation with the constituent districts, it will be given to the Association.

One of the first two (2) in-service days will be used by the employees to prepare for the opening of school at the Bay-Arenac Skill Center. One of the two (2) remaining in-service days will be used to include visits to other schools, colleges, places of business or compute grades as approved by the Administration. Efforts will be made to involve the employees in planning inservice days.

ARTICLE XVI CLOSING OF SCHOOL

When the Superintendent or his/her designee deems it necessary to close the school to students, due to inclement weather, the employees will make every reasonable effort to be present.

ARTICLE XVII EMPLOYEES' TRAVEL POLICY

Employees will be permitted to attend special skills building trade schools, seminars, etc., within the following guidelines.

The Bay-Arenac Intermediate School District will pay the following maximum dollar amount on meals, lodging and travel:

1.	Breakfast	\$ 5.00
2.	Lunch	7.00
3.	Dinner	12.00
4.	Travel	100.00

In no case can the meal allowance be over \$18 per day with receipts. A limit of \$100 shall be paid for registration and other fees connected with the seminar. Employees may not attend service schools, seminars, etc., for more than five (5) school days, nor for more than ten (10) days for a summer seminar. No "salary" stipend will be paid for summer seminars.

All service schools, seminars, etc., must be directly related to the employee's specialty area and must serve to upgrade the employee's teaching skills. This is subject to administrative approval of the Principal and the Superintendent.

The number of employees permitted to attend seminars in any one year depends on administrative approval and the budget amount available.

Employees taking the service schools, conferences or seminars where college credit is available will be reimbursed as outlined above except the cost of the credits.

Receipts for meals, lodging and any other expense must be turned in to the Bay-Arenac Skill Center office for reimbursement.

ARTICLE XVIII NEGOTIATION PROCEDURES

- A. During the month of March of the year the contract expires, the parties will initiate negotiation, for the purpose of entering into an Agreement for the ensuing period.
- B. Should the negotiating teams arrive at a mutually acceptable Agreement, then the Agreement will be subject to ratification by the Employer and the Association.

- C. Neither party in any negotiation will have any control over the selection of the negotiating or bargaining representatives of the other party. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies on the earliest convenient date. After ratification by both parties, their representatives will attach their signature to the ratified Agreement, as soon as possible.
- D. If the negotiations have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.
- E. Despite reference herein to the Employer and the Association as such, each reserves the right to act hereunder by committee or individual member of designated representative.
- F. There will be at least three signed copies for purposes of record. One retained by the Employer, one by the Association and one by the Deputy Superintendent.

ARTICLE XIX TERMINATION PAY

Upon retirement under Michigan Public School Employees Retirement System, or for health reasons, an employee with one (1) to ten (10) years of employment with Bay-Arenac Skill Center will receive \$10 per day for all days of unused sick days; employees with eleven (11) to fifteen (15) years of employment with Bay-Arenac Skill Center will receive \$20 per day for all days of unused sick leave and an employee with sixteen (16) or more years of employment with Bay-Arenac Skill Center will receive \$25 per day for all unused sick days. The maximum amount paid to an employee will not exceed \$2875 for 115 days accumulation.

ARTICLE XX
MISCELLANEOUS

- A. Participation in club activity will be on a voluntary basis.
- B. Repair or maintenance of machines, apparatus and equipment beyond that of a minor nature will not be the responsibility of the employee within whose assignment the apparatus is used. The Employer agrees to maintain such apparatus in a usable condition.

ARTICLE XXI
CONDITIONS OF AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written, between the Employer and the Association and incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXII
DURATION OF AGREEMENT

- A. This contract may be opened at anytime, but only by mutual written agreement.
- B. This agreement shall be effective as of December 20, 1993, and shall expire on the day before the 1996-97 school year begins as determined by the calendar. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BAY-ARENAC SKILL CENTER EDUCATION ASSOCIATION

Joanne A. Smales
Mark W. Stange
James M. Klein
Richard A. Brondstetter

BAY-ARENAC INTERMEDIATE BOARD OF EDUCATION

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APPENDIX A SALARIES

Bay-Arenac Skill Center employees and Bay-Arenac Board of Education would agree that the Bay-Arenac Skill Center salaries for the 1993-94 school year shall be on a weighted average of the seven (7) constituent district. The beginning salary for the BA on Step 1 through 12 years of experience, the MA on Step 1 through 12 years of experience, from all seven (7) districts shall be used. In case a district has more than twelve (12) steps the top twelve (12) will be used. The format of the existing Skill Center contract will not be changed. The non-degree shall be \$500 less on each step than the BA.

Should a single district with Bay-Arenac receive zero raise for a given year the following formula would be applied to that district. This formula will not be applied if more than one district receives no raise in a given year.

The Board of Education proposed in 1977-78 to take the average of the six (6) districts that settled and apply this to the Bay City School teacher schedule and then work out a schedule based on the actual increase in figuring the Bay City schedule. A Skill Center salary schedule would be developed from the seven (7) schedules according to their percent of the total Bay-Arenac population.

The established 1977-78 salary schedule for Bay City and the established 1989-1990 Pinconning salary schedule would be used for the next three (3) years of the contract with all percentage increases applied to this base as has been established as a past practice in determining the salary schedule of the Bay-Arenac Skill center.

BAY-ARENAC SKILL CENTER
PROFESSIONAL STAFF
1992-93 SALARY SCHEDULE

<u>STEP</u>	<u>NON-DEGREE</u>	<u>60 CREDITS</u>	<u>BA</u>	<u>15 CREDITS BEYOND BA</u>	<u>MA</u>	<u>MA +15 (2.5%)</u>
1	24,767	25,017	25,267	26,628	27,988	28,688
2	26,351	26,601	26,851	28,258	29,665	30,407
3	27,910	28,160	28,410	29,874	31,338	32,121
4	29,451	29,701	29,951	31,485	33,018	33,843
5	31,009	31,259	31,509	33,107	34,704	35,572
6	32,560	32,810	33,060	34,727	36,393	37,303
7	34,116	34,366	34,616	36,341	38,066	39,018
8	35,681	35,931	36,181	37,967	39,752	40,746
9	37,246	37,496	37,746	39,590	41,433	42,469
10	38,854	39,104	39,354	41,266	43,177	44,256
11	39,776	40,026	40,276	42,331	44,386	45,496
12	40,668	40,918	41,168	43,367	45,565	46,704

NOTE: The above salaries are based on a 185 day contract.

LETTER OF UNDERSTANDING

Recognizing that there are many different experiences which promote personal and professional growth, in the vocational/education area, Professional Development funds for activities which occur outside of credit courses offered through colleges and universities will be expended as per the following schedule.

Professional Development and Bay-Arenac Intermediate School District will contribute a total of \$5,000.00 annually until expiration on the day before the 1996-97 school year begins as determined by the calendar, to be used by Skill Center teachers for such professional development activities.

A committee formed at the Skill Center composed of three (3) teachers and two (2) administrators will set up guidelines for expenditure of these funds.

December 20, 1993

LETTER OF UNDERSTANDING

The Bay-Arenac Intermediate Board of Education and the Bay-Arenac Skill Center Education Association recognize that Vocational/Technical Education nationally and within the state is undergoing changes in delivery system, course offerings and curriculum.

In this time of change it is mutually beneficial to both parties to meet and discuss possible changes and alternatives in programming at the Skill Center before such changes occur. Staff input and suggestions which could help this process will be considered.

December 20, 1993

LETTER OF UNDERSTANDING

The Employer agrees to use the weighted average as the method of salary computation, if funds are available, in 1994-95 and 1995-96 school years.

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