

9127

8/31/95

MCBAIN RURAL AGRICULTURAL SCHOOL

MASTER CONTRACT

1993-94

1994-95

between

MCBAIN BOARD OF EDUCATION

and

MCBAIN EDUCATION ASSOCIATION

McBain Rural Agricultural School

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	RECOGNITION	2
II	ASSOCIATION AND TEACHER RIGHTS	2
III	BOARD RIGHTS	3
IV	MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS	4
V	TEACHING HOURS AND CLASS LOADS	4
VI	TEACHING CONDITIONS	6
VII	PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS	6
VIII	LEAVE PROVISIONS	7
IX	TEACHER EVALUATIONS	9
X	PROFESSIONAL BEHAVIOR	9
XI	PROFESSIONAL IMPROVEMENT	10
XII	MAINTENANCE OF STANDARDS	10
XIII	CONTINUITY OF OPERATIONS	10
XIV	PROFESSIONAL COMPENSATION	10
XV	STUDENT DISCIPLINE AND TEACHER PROTECTION	11
XVI	PROFESSIONAL GRIEVANCE PROCEDURE	12
XVII	NEGOTIATION PROCEDURES	14
XVIII	BOARD-TEACHER RELATIONSHIPS	14
XIX	REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL	14
XX	VACANCIES, PROMOTIONS, TRANSFERS	16
XXI	DURATION	17
	APPENDIX A - SALARY SCHEDULES	18
	APPENDIX B - EXTRA DUTY SCHEDULE	20
	APPENDIX C - CALENDAR 1993-94	21
	APPENDIX C - CALENDAR 1994-95	22
	APPENDIX D - INSURANCE 1993-94; 1994-95	23
	LETTER OF AGREEMENT 1993-94; 1994-95	25

MCBAIN EDUCATION ASSOCIATION

This Agreement entered into between the McBain Board of Education, hereinafter called the "Board", and the McBain Education Association, hereinafter called the "Association".

WITNESSETH

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 understandings which they desire to confirm in this Agreement;

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

APPROVED AND ADOPTED
THIS 15th DAY OF
MAY 1995

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379 Public Acts of 1965, for the following certified personnel employed by the school: K-12 classroom teachers, guidance counselors, librarians, remedial reading teachers, remedial math and resource room teachers; but excluding per diem substitutes, administrative, supervisory and executive personnel.

B. The Board agrees not to negotiate with any teachers' organization other than the Association 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 teacher employed by 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 social and professional activities. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any term or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association and its representatives shall have the right to use school buildings upon written request provided that this shall not interfere with or interrupt normal school operations and has received prior approval from the Superintendent or his/her designated representatives. In case there is no designated representative available in the building, a vacant room not scheduled for use may be used and the designated representative notified the following business day.

C. The Association shall have the right to use school facilities and equipment including typewriters, duplicating equipment, and all types of audiovisual equipment for Association business. The Association shall pay the audiovisual equipment for Association business. The Association shall pay the school's cost for all materials and supplies incident to such use, and damage to equipment not resulting through normal use of the equipment.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district and all available public

information which may be necessary for the Association to process grievances and conduct negotiations for the Association to process grievances and conduct negotiations as defined by the Michigan Employment Relations Commission.

E. The Board agrees to be an equal access, equal opportunity employer.

ARTICLE III **BOARD RIGHTS**

A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code, and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right:

1. To exercise the executive management and administrative control and operation of the school system, its properties and facilities and of the professional employees of the McBain Rural Agricultural School.
2. To continue its rights, policies, and practice of assignment and directions of its personnel, determine the number of personnel and scheduling of all the foregoing, establish, modify or change school hours or days but not in conflict with the specific provisions of the Agreement.
3. To determine services (received and rendered), supplies and equipment necessary to continue its operation. Also to determine all methods and means of distributing the above and establishing standards of operation. Determine the means, methods and processes or carrying on the function of the school district including automation or subcontracting thereof or changes therein.
4. To hire all professional employees, and subject to the provisions of this contract and of the law, to determine their qualifications including physical and/or mental conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees; to determine the size of the professional staff, and to lay off employees.
5. To establish and determine grade levels, courses of instruction, including special programs, student evaluation criteria and to provide for athletic, recreational and social events for students.
6. To cause the pupils attending school in McBain to be taught in such schools or departments as it may deem expedient.
7. To initiate and carry out procedures by which teaching contracts are not renewed according to the provisions of the Michigan Tenure Act.

8. To carry on an evaluation of program and to evaluate the effectiveness of individual teacher performance.
9. To initiate and carry out the means of obtaining financial support for the school district.

B. The exercised of the foregoing rights, authority and discretion shall be limited only by the terms of this agreement and then only to the extent that such terms hereof are in conformance with the Constitution and laws of the United States and the State of Michigan.

ARTICLE IV **MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS**

A. Any Association members may sign and deliver to the Board as assignment authorizing deduction of membership dues and assessments of Association and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year. United (MEA, NEA and local) Association professional dues shall be deducted by the Board in twenty (20) equal installments, beginning with the first regular pay period for each school year and continuing until the full amount of dues for the United Profession have been collected. These deductions, when collected shall be paid directly to the MEA Area Office in Cadillac, Michigan.

C. Other payroll deductions shall be limited to those already in existence as of *September 1, 1984:

Lincoln National Life Insurance Co. - annuity
MESSA - insurance options
Wexford Community Credit Union

*Other payroll deduction plans will be considered and implemented by mutual agreement.

ARTICLE V **TEACHING HOURS AND CLASS LOADS**

A. Teachers in the Junior and Senior High School shall have five (5) unassigned preparation periods per week, unless teacher absences necessitate using them as substitutes where no suitable substitutes are available. The Board will also up to one (1) full day of comp time per teacher, year in lieu of sub pay providing the sole authority for approval/disapproval rests with the administration; and comp time usage will be used only in clocks of a full day (7 periods).

A.2. Teachers in the elementary school that have to substitute without 24 hour written notice for a teacher that is normally assigned to instruct their students in specialized classes (e.g. music, band, physical education, art, etc.) shall be compensated for substitution time. This compensation shall be one sixth (1/6) their hourly rate for each ten (10) minute block of substitution time.

B. Elementary teachers will have duty free recesses.

C. Teachers at the elementary level will be granted a duty free lunch hour except for the following:

1. Teachers will accompany their class through the lunch line.
2. During inclement weather teachers will be assigned supervising responsibilities.
 - a. Elementary teachers are encouraged to provide voluntary supervision.
 - b. Secondary teachers will have duty free lunch hour except when they are assigned supervisory duties of hallways. Secondary teachers will be scheduled on a rotational basis for hallway duty.

D. If a teacher shall regularly teach more than the normal teaching as set forth in this article, he/she shall receive additional compensation at one times his/her hourly rate for each period in excess of such hours.

E. 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 a maximum of 30. Elementary classrooms which contain more than 30 students as assigned by official class list will be assigned additional aide time.

F. Teachers shall be in their classrooms ten (10) minutes prior to the time school is scheduled to begin. Teachers are encouraged to make themselves available for a reasonable length of time after the close of each school day. Teacher liability for student supervision shall not include a period of time more than ten (10) minutes prior to the time the first classes of the day are scheduled to begin and not later than 15 minutes after dismissal of the last class of the day except for teachers who are in charge of student activities (basically extracurricular activities). However, it is recognized by both parties that professional staff members are encouraged to take positive action and assist with student supervision when the need arises.

G. In the event of severe inclement weather or when otherwise prevented by an Act of God and schools are closed to students due to the above conditions, teachers shall not be required to report for duty. The Board shall have the right to reschedule, at a later date, any days of instruction required by law so as to qualify the school district for full state aid. The Association will be consulted prior to the Board making its decision on when the days will be rescheduled. The rescheduling of such days shall not entitle employees to additional compensation.

H. If the law changes during the life of this contract so Act of God days can be counted as days of instruction, teachers will not have to report for duty on those days, nor will those days be rescheduled, unless they exceed eight (8) days.

I. It is agreed by both parties to begin utilizing Channel One programming in the 1991/92 school year. Teachers 6-12 grade will be required to report

to their post lunch teaching assignment for supervision of students viewing Channel One (see below schedule). If discontinued it is agreed that grades 6-12 will revert back to the former schedule unless mutually agreed by both parties to use time for other educational endeavors.

SCHEDULE

6th	12:30 - 12:45
7th - 8th	11:39 - 11:54
9th - 12th *	12:30 - 12:45

J. The Board, administration and teaching staff are committed to the ongoing efforts of improving the educational process for students. Traditional time frames tend to stifle staff development needs. It is agreed that the District Planning Team will be delegated one day in 1993/94 and one day in 1994/95, these day(s) are at their disposal for planning school improvement activities beyond the 185 day calendar. These days are there to use for school improvement, it is not implied that they will automatically be used, but must be requested to carry out activities for implementing the District and Building School Improvement Plans. The extra days requested are to be approved by the Association's Executive Committee and the Board. The Board agrees to pay a daily stipend equivalent to substitute teacher pay.

K. The Association and the Board recognize that administrative staff meetings are important and necessary. Teachers are expected to attend meetings that are called prior to, during or after the school day. The teachers obligation to these meetings is not to exceed one per month.

ARTICLE VI TEACHING CONDITIONS

A. The Board agrees to maintain an adequately furnished work room for use by the Board and its employees.

B. The Board shall designate two (2) restroom facilities to be used exclusively by employees of the Board during school hours.

ARTICLE VII PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional, continuing or permanent certificate, providing a teacher so qualified is available.

B. Teachers may be employed in individual contracts based on special certificate only in case of necessity or where the teacher has outstanding credentials, and the Association shall be so notified.

C. After a teacher has reached the age of 70, the Board is no longer required to hire said teacher. The Board may choose to rehire said teacher on a year to year basis. Notification to be the same as for tenure requirements.

ARTICLE VIII
LEAVE PROVISIONS

A. ILLNESS AND DISABILITIES:

At the beginning of each school year the teacher shall be credited with eleven (11) days personal sick leave allowance to be used for absence caused by illness or disability, or employee or his/her spouse or child. The unused portion of such allowance shall accumulate from year to year to a maximum of 120 (one hundred twenty) days.

B. PERSONAL BUSINESS:

Up to three (3) days of sick leave allowance per year may be used by the teacher for personal business. Unused personal business days shall not accumulate from year to year. Personal business days shall be utilized for the purpose of transacting or attending to legal, religious or business matters or scheduled doctor or dentist appointments which require absence during school hours. Except in emergencies, the teacher taking leave hereunder shall give his/her appropriate principal written notice of his/her intention to take this leave at least five (5) calendar days in advance of the day he/she proposes to be absent. The following are examples, but do not constitute limitations of purposes for which personal business or sick leave shall not be used: hunting, fishing, shopping and vacations.

Personal Business days can not be used the day preceding or the day following a scheduled school vacation break-documented emergencies will be considered on a case by case basis.

C. FUNERAL:

One (1) non-cumulative paid funeral leave day per year will be granted for attendance at the funeral of a member of the immediate family. Personal business days may also be used for attendance at funerals. A maximum of six (6) teachers four (4) of which may come from either elementary or secondary, may use a personal business day for a funeral on any given day. An extension of at least three (3) personal business days will be granted in case of death in the immediate family and such additional time will be deducted from the teacher's unused sick leave allowance. The immediate family is defined as: spouse, parents, grandparents, daughter-in-law, sister-in-law and brother-in-law. (Applies to both employee and spouse.)

D. PROLONGED ILLNESS OR DISABILITY:

A prolonged illness or disability shall be defined as absence from work for four (4) consecutive days or more. Any teacher that can anticipate a prolonged disability (such as scheduled surgery, or confinement to home or hospital) shall notify the building principal in writing as soon as possible. In any prolonged illness or disabilities the teacher shall keep the principal informed of the situation. Any notification shall contain the projected dates of incapacity due to illness or disability. It is understood that the use of sick leave shall be only for the duration of the actual incapacity. The Board reserves the right to verify the incapacity by requiring the teacher to submit to an examination by a physician. The physician shall be selected by the teacher pending acceptance by the Board. The examination requested by the Board will be at Board expense. Changes in the length of this leave may be made only after a written doctor's notice of ability to return or not to return to work. Said notice shall be submitted thirty (30) days in advance, when possible.

E. UNPAID LEAVE OF ABSENCE:

1. All requests for unpaid leaves shall contain the dates the teacher wishes the leave to begin and end. The Board may, in its discretion, grant an unpaid leave of absence for up to one year.
2. If a teacher has exhausted all available sick leave and a physician's statement has been presented to the Board certifying that the teacher is still not physically or mentally able to return to his/her regular teaching position, the Board shall place said teacher on a leave of absence for up to one (1) year. Requested leaves for this purpose shall be submitted in writing at least sixty (60) days prior to the date the teacher wishes to commence said leave, when possible.
3. An unpaid leave may be granted by the Board for the purpose of caring for one's child. This leave shall begin at a desirable educational situation as determined by the Board. Requested leaves for these purposes shall be submitted in writing at least sixty (60) days prior to the date the teacher wishes to commence said leave, unless a variance requested by the teacher is granted by the Board.
4. The Board may grant an unpaid leave of absence for the following enumerated reasons and conditions listed thereunder, upon written request of the teacher to the Board of Education. These leaves of absence may be granted in the sole discretion of the Board of Education who reserves the right to specify the beginning and terminating dates of the leave of absence. Requests may be filed for:
 - a. Study related to the teacher's certified field. This leave of absence will be considered for the maximum length of one (1) year only.

- b. Other leaves of absence may be granted without pay, in the sole discretion of the Board, upon receiving from the requesting teacher in writing the purpose of the leave of absence, the probable advantage to the school district, the length of requested leave, and such other information as will assist the Board of Education in making a decision concerning whether to grant the leave of absence.

F. ASSOCIATION DAYS:

A total of two (2) days leave may be granted to the McBain Education Association (MEA) for attendance by its officers at meetings. These days will be non-cumulative and it is understood that the MEA will reimburse the district for the cost of hiring a substitute for all these Association days used.

ARTICLE IX
TEACHER EVALUATION

- A. Non-probationary teachers shall be evaluated formally at least once every three years and set goals annually with their assigned administrator.
- B. Observations and evaluations shall be made by the Superintendent or the appropriate principal or principals.
- C. All evaluations shall consist of a formal observation and may include informal observations. All formal monitoring or observing of the performance of a teacher will be conducted and with full knowledge of the teacher. A formal observation shall consist of having an administrator present in the classroom for at least thirty (30) consecutive minutes.
- D. All formal evaluations shall be discussed with the teacher. Three (3) copies of the written evaluation shall be submitted to the teacher at the time of such personal interview or within three (3) days thereafter. An opportunity will be afforded the teacher to sign the evaluation. Two (2) copies will be kept by the administration, at least one of which will be kept in the permanent file of the teacher located in the Superintendent's office and one (1) copy will be retained by the teacher.
- E. Any teacher not agreeing with his/her evaluation shall have the right to attach to the file copy theretofore mentioned his/her reasons for disagreement. The Board's representative will have an opportunity to refute any disagreement made by a teacher, a copy of which will be forwarded to that teacher.
- F. Head coaches for each varsity sport will be evaluated annually by the Athletic Director. Each head coach is expected to evaluate the other coaches in their sport.

ARTICLE X
PROFESSIONAL BEHAVIOR

A. Teachers are expected to comply with 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. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline, by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building.

C. Any breach by a teacher of the Association of any of the above provisions shall be considered unprofessional behavior and shall constitute "good cause" as required in the Michigan Teacher Tenure Act.

ARTICLE XI
PROFESSIONAL IMPROVEMENT

A. The Board agrees to provide upon application and approval of the administration, the necessary funds to attend select professional conferences. Teacher will, upon request, submit a written report regarding such conferences.

ARTICLE XII
MAINTENANCE OF STANDARDS

A. The Board agrees to maintain working conditions which are consistent with the terms of the Agreement and available income.

B. There shall be no discrimination shown toward any teacher who has participated on the negotiation team.

ARTICLE XIII
CONTINUITY OF OPERATIONS

A. The Association agrees that it will not, during the term of this agreement, directly or indirectly engage in any strike against the Board.

B. The parties agree that they will not, during the period of this Agreement directly or indirectly, engage or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE XIV
PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods. Teachers will have the option of receiving pay over 21 or 26 pay periods.

- B. All teachers shall be given full credit on the Salary Schedule set forth in Appendix A for up to six (6) years of outside experience.
- C. The daily rate of pay for teachers shall be calculated by dividing the teacher's salary by the number of "contract" days for the year.
- D. Teachers involved in extra duty assignments shall be compensated in accordance with the provisions in Appendix B which is attached to and incorporated in this Agreement.
- E. Teachers required in the course of their work to driver personal automobiles shall receive a car allowance of .24 (twenty four cents) per mile.

ARTICLE XV
STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibilities to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize their obligation to conform to reasonable and just standards, in accordance with Board policy, regarding the discipline of students.
- B. In an effort to prevent serious discipline problems, it shall be the responsibility of the teacher to report to the principal any problem student who, in the opinion of the teacher, would benefit by professional counseling. The teacher shall, upon request, be advised by the principal as to the disposition of the teacher's report.
- C. Any case of assault upon a teacher, which had its inception in a school-centered problem, shall be reported immediately in writing to the Superintendent or Principal, who will in turn report to the Board. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance.
- Reasonable assistance will not include preparation for trial or defense for trial. It may include interview with the Board-employed attorney to explain the teachers rights to the teacher, but shall not carry with it an obligation for representation by the Board attorney.
- D. If any teacher is complained against or sued as a result of any action while engaged in performing his/her duties in accordance with Board policies, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- E. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- F. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's file unless such matter is reported within five (5) days in writing to the teacher involved.

ARTICLE XVI
PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement may be processed as a grievance as hereinafter provided.
- B. The following matters shall not be the basis of any grievance filed under the procedure outline in this Article:
1. The termination of services of or failure to re-employ any probationary teacher.
 2. The placing of a non-tenure teacher on a third year of probation.
 3. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.
 4. Any matter involving teacher evaluation, except the right to grieve the evaluation procedure.
- C. The Association shall designate one (1) representative per building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent and his/her designated.
- D. The term "days" as used herein shall mean calendar days.
- E. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall be specific;
 3. It shall contain a summary of the facts giving rise to the alleged violation;
 4. It shall cite the section or sub-sections of this contract alleged to have been violated;
 5. It shall contain the data of the alleged violation;
 6. It shall specify the relief requested.
- Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.
- F. Level One - A teacher believing himself/herself wronged by an alleged violation of the express provisions of this contract shall within fifteen (15) days of its alleged occurrence orally discuss the grievance with the

building principal in an attempt to resolve same. If the grievance involves more than one school building or administrator, it may be filed with the superintendent or a representative designated by him/her.

If no resolution is obtained within four (4) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of the discussion the superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the building principal in which the grievance arose and place a copy of same in a permanent file in his/her office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than ten (10) days prior to the next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board shall allow the teacher and/or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within two (2) weeks from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than one month after the initial hearings.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant and the Secretary of the Association.

Level Four - If the decision of the Board is unsatisfactory to the grievant, the Association may, within ten (10) days after the decision of the Board, refer the matter to the Mediation Division of the Michigan Employment Relations Commission.

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

H. Notwithstanding the expiration of this Agreement, any claims or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XVII
NEGOTIATION PROCEDURES

A. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of the negotiations. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement.

B. There shall be three (3) signed copies for the purposes of record: One (1) retained by the Board, one (1) by the Association and one (1) by the Superintendent.

ARTICLE XVIII
BOARD - TEACHER RELATIONSHIPS

A. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement.

B. This Agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

C. Copies of this Agreement titled "Professional Agreement between the McBain School District and the McBain Education Association (MEA/NEA)" shall be printed at the expense of the Board within 30 days after the agreement is signed and presented to all teachers under contract.

D. The school calendar will be an item for negotiation. The school calendar is set forth in Appendix C, which is attached to and incorporated in this Agreement.

E. The responsibility for curriculum study, evaluation and revision will rest with the Board or their designated representatives. They shall on a regular basis and working with their respective faculties initiate a review of their respective curriculums and make whatever changes which can be enacted to meet the needs of the students as identified in the curriculum study.

ARTICLE XIX
REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

A. Teachers shall not be discharged or laid off pursuant to a necessary reduction in personnel unless there is a significant decrease in the revenues of the school district.

B. Before official action on a reduction of teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford the Association the opportunity to discuss it with the Board. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.

C. In the event that a reduction of staff is deemed necessary, leaves of absence without pay will automatically be granted to any and all teachers affected by this reduction. These leaves of absence shall not prohibit the teachers from seeking and accepting gainful employment elsewhere and shall not be terminated for that reason, except on written request of the teacher. A teacher may elect to take and will be granted leave of absence during the staff reduction irrespective of his/her position on the seniority list.

D. During said leave of absence such teacher shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits by paying the premiums therefore at the payroll office. This section is contingent upon approval by the respective insurance carrier.

E. During said leave of absence such teacher's seniority shall remain unbroken despite such leave and his/her accumulated sick leave shall not be cancelled but shall remain credited to him/her.

F. In the event of a general cutback or reduction of teachers through laid-off from employment and subsequent recall, the following procedures will be utilized:

1. Specially-certified teachers in the specific positions being reduced or eliminated will be laid off first, provided there are fully qualified, fully certified teachers to replace and perform all of the duties of the laid off teachers.

2. If reduction is still necessary, then probationary teachers in the specific positions being reduced or eliminated will be laid off, provided there are fully qualified, fully certificated teachers to replace and perform all duties of the laid off teachers.

3. If reduction is still necessary, then tenure teachers in positions being reduced or eliminated will be laid off in accordance with the following factors listed in order of importance:

- a. Seniority as defined by non-terminated years of employment in the school district. Leaves of absence, in conformance with the terms of this Agreement, shall not be considered termination.

- b. Qualifications as determined by certification experience, education, evaluations and personnel records.

G. In the event the Association questions the action of the Board as to specific teachers (1) being laid off or not being laid off, or filling vacant teaching positions or not filling such positions, the Board will set forth in writing to the teacher and the Association its reasons for its action.

H. The order of recall will be in the inverse order of layoff. After a reduction of teachers, as outlined above, if a position exists within the school district for which the released teacher is qualified and certified, the teacher is extended a written offer to return to employment. The teacher shall accept the position by replying in writing or it shall be determined that he/she has declined the position. No new staff member shall be hired until all staff on leave in accordance with this section have been offered an opportunity in writing to return to active employment. It is teachers' responsibility to keep his/her address current with the personnel office.

I. The individual contract executed between each teacher and the Board 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 individual contract is expressly conditioned upon this Article.

J. Except in the event of an emergency all probationary teachers to be laid off shall be given at least thirty (30) calendar days written notice and tenure teachers will be given at least sixty (60) calendar days written notice.

ARTICLE XX **VACANCIES, PROMOTIONS AND TRANSFERS**

A. Requests by a teacher for transfer to a different class, building or position shall be made in writing to the Board. The application shall state the reasons for transfer, the grade and position sought and the applicant's qualifications. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. An affected teacher shall be reinstated to his/her former position as soon as possible but not later than the beginning of the next school year.

B. A vacancy which occurs during the school year may be filled on a temporary basis until the end of the current year, if the Board so determines, at which time the position will be considered vacant.

C. A vacancy shall be defined for purposes of this contract as a position presently unfilled or a position currently filled but which will be open in the future.

D. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association and post notice of same on bulletin boards in each building no less than three (3) weeks before the position is filled and direct a copy of same by certified mail to each laid off teacher.

E. When vacancies occur in the summer months or when school is not in session, the superintendent shall notify the Association President and all teachers of vacancies by regular mail no less than three (3) weeks before the position is filled.

F. If vacancies occur within three (3) weeks of the beginning of the school year, the superintendent shall notify the Association President and allow as much time as possible for applications from the staff before filling the vacancy.

ARTICLE XXI
DURATION

A. This Agreement shall be in effect for the period beginning September 1, 1991 and ending on August 31, 1995.

B. For the purpose of negotiating economic items and calendar (Appendix A, B, C, D) and two non-economic items. Discussion shall be started between February 1 and March 1, 1993 for the 93/94 & 94/95 school years.

C. For the purpose of renegotiating the Master Contract at the end of its expiration, discussions shall be started between February 1 and February 15, 1995.

MCBAIN EDUCATION ASSOCIATION

By Barbara McQuinn
Its President

By Arlene Eisenger
Its Secretary

MCBAIN BOARD OF EDUCATION

By Constance G. Gill
Its President

By Carol Brunenk
Its Secretary

Date Ratified December 10, 1993

Date Ratified December 9, 1993

APPENDIX A
SALARY SCHEDULE

STEP	1993-94		
	<u>BA</u>	<u>BA+18</u>	<u>MA</u>
1	\$22,957	\$24,299	\$25,848
2	24,044	25,386	26,935
3	25,131	26,473	28,022
4	26,218	27,561	29,109
5	27,304	28,647	30,195
6	28,392	29,734	31,283
7	29,480	30,822	32,371
8	30,567	31,909	33,458
9	31,653	32,996	34,544
10	32,741	34,083	35,632
11	34,393	35,735	37,284
16	36,045	37,387	38,936
21	37,697	39,039	40,588

1994-95

1	23,646	25,028	26,623
2	24,765	26,148	27,743
3	25,885	27,267	28,863
4	27,005	28,388	29,982
5	28,123	29,506	31,101
6	29,244	30,626	32,221
7	30,364	31,747	33,342
8	31,484	32,866	34,462
9	32,603	33,986	35,580
10	33,723	35,105	36,701
10.5	34,574	36,807	37,552
11	35,425	38,509	38,403
16	37,126	40,210	40,104
21	38,828		41,806

LONGEVITY

The longevity increment is for years of service to McBain Rural Agricultural School.

RETIREMENT INCENTIVE

The McBain Rural Agricultural School will buy two (2) years of service credit from Michigan Public School Retirement System under the following circumstances:

Any employee who notifies the school board or the boards designee by February 15, 1994, of his/her retirement from the school

district as of July 31, 1994, may be eligible for this benefit. No more than four (4) employees shall be eligible to receive this benefit. The payment for services shall be made in a timely fashion to the Michigan Public School Retirement System.

Any employee who notifies the school board or boards designee by October, 1994 of his/her retirement from the school district as of July 31, 1995, may be eligible for this benefit. No more than four (4) employees shall be eligible to receive this benefit. The payment for services shall be made in a timely fashion to the Michigan Public School Retirement System.

If more than four (4)* employees apply for this benefit by February 15, 1994, then those employees with the greatest amount of seniority at McBain Rural Agricultural School shall take precedence over those with less seniority.

If more than four (4) employees apply for this benefit by October 1, 1994, then those employees with the greatest amount of seniority at McBain Rural Agricultural School shall take precedence over those with less seniority.

The following steps must be followed to be eligible:

1. A letter of intent to retire must be received by the school board or boards designee from the employee with a copy of the application of the employee to the Michigan Public School Retirement System.

2. Verification from Michigan Public School Retirement System that the employee is eligible for retirement.

Employees are responsible for all taxes resulting from the retirement incentive plan.

This incentive is intended as a voluntary retirement option for those eligible to receive benefits under the Michigan Public School Retirement System.

If any provision of this article is found to be contrary to law the parties will meet to reach an acceptable agreement under the law, however all other provisions will remain in effect.

APPENDIX B

EXTRA DUTIES SCHEDULE

1993-94

JrHigh Cheerleading (7,8,9)	3%	Baseball	9%
Var Cheerleading (JV-Var)	8%	Boys Track	9%
Head Football	12%	Girls Track	9%
Varsity Ass't Football	8%	Cross Country	6%
Head JV Football	9%	Var Volleyball	9%
Ass't JV Football	6%	JV Volleyball	5%
Girls Varsity Basketball	12%	Softball	9%
Girls JV Basketball	9%	Yearbook Advisor	6%*
Girls 9th Basketball	5%	Senior Play Dir	5%
Girls 8th Basketball	4%	Class Sponsors:	
Girls 7th Basketball	4%	12th	\$600
Boys Varsity Basketball	12%	11th	\$300
Boys JV Basketball	9%	10th	\$250
Boys 9th Basketball	5%	9th	\$200
Boys 8th Basketball	4%	Safety Patrol	\$200
Boys 7th Basketball	4%	Band Director	9%
Junior Varsity Baseball	5%	Choir Director	9%
Junior Varsity Softball	5%	FFA Sponsor	5%

*Yearbook advisor to receive 3% compensation under Appendix B if time equal to one class period per day is scheduled for yearbook/journalism and related activities during the regular school day.

When the Board authorizes a new Schedule B position, the new position's salary will be negotiated between the Board and the Association.

Timer, Scorer, Ticket Sales:
 One game per night \$6.00
 Two games per night 8.00

Event Supervisor (assigned as needed with administration approval)
 Per event \$15.00

The Athletic Director's position will no longer be part of Appendix B, it will be negotiated individually with the Athletic Director.

Schedule B percentages are based on the BA Salary Schedule. Individuals will be paid the percentage of the step in relation to their years of experience in the given area.

APPENDIX C

CALENDAR 1993-94

August 25	1	Teacher Orientation
Aug 26-31	4	August 26 First Student day
September	21	Closed September 6
October	21	
November	19	Closed 15th, 25th, 26th
December	16	Professional Development Dec 6
		Closed Dec 23 - Jan 2
January	21	Classes resume on Jan 3
February	19	Closed Feb 21
March	19	Closed March 28 - April 1
April	19	One day in April reserved for School Improvement (April 27 Requested)
May	21	Closed May 30
June	3	Last student day June 3
June	1	Teachers record & cleanup day
	185	Total staff (182 student)

Parent teacher conferences shall be held in a total of two (2) days in each semester. Each of these days will have 1/2 day of instruction.

The fall parent/teacher conference will be held after the conclusion of the first marking period. They may consist of two (2) evening conferences. Each of these days will have 1/2 day of instruction with the teacher receiving one-half day off.

The spring parent teacher conference will be held after the conclusion of the fourth marking period. Each of these days will have 1/2 day of instruction. One parent teacher conference may be held in the evening with the teacher receiving one-half day off.

At the end of the fall semester 1/2 day will be established for teacher record keeping and/or inservice.

If snow days need to be made up, teacher record day will be moved accordingly.

If day in April reserved for School Improvement is not used it will be used as an unpaid day off.


Superintendent


President
McBain Education Association

APPENDIX D

INSURANCE

1993-95

1. Upon submission of written application, the following rates will be paid by the Board toward the employees MESSA Super ^{Med I} or Blue Cross/Blue Shield, MASB SET, health and hospitalization insurance plan with care rider.

		93-94	94-95
Single	not to exceed	95%	95%
Self & Spouse	not to exceed	95%	95%
Full Family	not to exceed	95%	95%
TSA Option	not to exceed	\$142.50	\$142.50

The Board agrees to provide the above mentioned insurance subsidies for programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the Policyholder.

Individuals employed on a part-time basis will be eligible for the above-mentioned insurance benefits on a prorated basis; e.g., a half time teacher will be eligible for one half of the Board contribution for health insurance, subject to written application and payment of the balance through authorized payroll deduction.

The Board subsidy is terminated when an employee is covered under another group health care program or terminates his or her position through resignation, discharge or retirement, or is on any type of unpaid leave of absence and not on the payroll of the Employer.

The intent of the wording "The Board subsidy is terminated when an employee is covered under another group health care program" is for the purpose of administering the contract clarified as follows:

Of most concern to the Board and, therefore, not acceptable is a double enrollment, double premium for the same persons in the same or similar program. This could occur in the same school system or in two different school systems. It might also occur between a business and school system. Example - husband has full family Blue Cross at school.

It is acceptable for a husband and wife to each carry their own as single subscribers or for one of them to carry self and spouse.

It is acceptable for one spouse to carry self only and the other carry self and children.

It is not the intent of the Board to decrease health coverage available to employees or their families by eliminating their insurance option if they have any other health insurance coverage.

APPENDIX C

CALENDAR 1994-95

August 24	1	Teacher Orientation
Aug 25-31	5	Aug 25 - First Student Day
September	21	Closed September 5
October	21	Professional Development Oct 26
November	19	Closed 15th, 24th, 25th
December	15	Closed Dec 22 - Jan 2
January	21	Classes resume on Jan 3
February	19	Closed Feb 20
March	18	Closed March 27 - March 31
April	18	Closed April 14 Plus One Day for School Improvement (April 27 Request)
May	22	Closed May 29
June	4	Last student day June 6
June	1	Teachers record and cleanup
	185	Total Staff (182 student)

Parent teacher conferences shall be held in a total of two (2) days in each semester. Each of these days will have 1/2 day of instruction.

The fall parent teacher conference will be held after the conclusion of the first marking period. They may consist of two (2) evening conferences. Each of these days will have 1/2 day of instruction with the teacher receiving one-half day off.


The spring parent teacher conference will be held after the conclusion of the fourth marking period. Each of these days will have 1/2 day of instruction. One parent teacher conference may be held in the evening with the teacher receiving one-half day off.

At the end of the fall semester 1/2 day will be established for teacher record keeping and/or inservice.

If snow days need to be made up, teacher record day will be moved accordingly.

If one day in April reserved for School Improvement is not used, it will be an unpaid day off.


Superintendent


President
McBain Education Assoc.

If an employee is covered under their husband or wife's health insurance policy with "X" which has restrictions such as a large deductible before making any payments, no prescription coverage, no office call coverage, etc., it would be acceptable for the employee to enroll for the appropriate coverage to give the same level of protection other employees have. This action would not be viewed as a double premium, double enrollment for the same persons in the same or similar program.

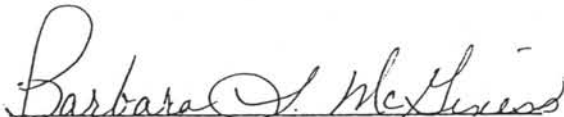
2. Upon submission of written application, the Board will provide \$40,000 Life Insurance coverage for each teacher. The Board names the carrier.
3. Upon submission of written application, the Board will provide 66 2/3 LTD salary protection insurance beginning on the 91st day for each teacher. The Board names the carrier.
4. Upon submission of written application, the Board will provide 60/60/60 dental insurance coverage and \$1000 adult orthro rider coverage. Coverage to be equivalent to Delta Dental with the Board naming the carrier and coverage will include internal and external coordination of benefits.
5. Vision coverage equivalent to SET Plan I with frame allowance of \$65 with the Board naming the carrier and coverage will include internal and external coordination of benefits.
6. Those teachers who do not select health insurance may apply (the actual health single rate) a subsidy of \$142.50 during 93/94 and \$142.50 during 94/95 towards a Tax Sheltered Annuity, carrier to be mutually determined.

THE BOARD OF EDUCATION

MCBAIN EDUCATION ASSOCIATION



President

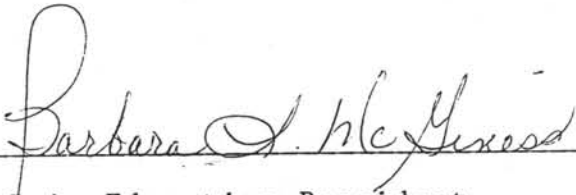


President

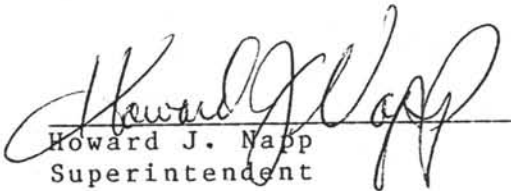
LETTER OF AGREEMENT

1993-94
1994-95

1. The Association and the Board recognize that Elementary planning time is important. The Board will make every attempt to have schedules completed by June 30 of each year for the following school year. The Association recognizes the complexity of Elementary programming and is willing to work with the Board on an annual basis to arrive at the best schedule possible.



McBain Education President



Howard J. Napp
Superintendent