

**PROFESSIONAL NEGOTIATIONS AGREEMENT**

**between the**

**BRIMLEY AREA SCHOOLS**

**and the**

**NORTHERN MICHIGAN EDUCATION ASSOCIATION  
BRIMLEY EDUCATION ASSOCIATION**

*September 13, 2011 - June 30, 2014*

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## **PROFESSIONAL NEGOTIATIONS AGREEMENT**

This Agreement entered into this day, the 13th of September, 2011 by and between the Brimley Area Schools, Brimley, Michigan, hereinafter called the "Board," and the Northern Michigan Education Association/Brimley Education Association, hereinafter called the "Association."

### **WITNESSETH**

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

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

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

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

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

### **ARTICLE I - RECOGNITION**

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

B. The Board agrees not to negotiate with any organization other than that designated as the represented pursuant of Act 379, Public Acts of 1965, for the duration of this Agreement.

## **ARTICLE II - ASSOCIATION AND MEMBER RIGHTS**

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to organize freely, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board will not deprive or coerce any member in the enjoyment of any rights conferred by the Act or by other laws of Michigan and the United States; that it will not discriminate against any member with respect to 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. Nothing herein shall require any teacher to be a member of or participate in the activities of any organization.

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

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

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

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

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

H. The Board agrees to furnish to the Association in response to reasonable requests from time

to time and at a cost established by the Board under the existing law, all available information concerning the financial resources of the district including, but not limited to: annual financial reports and audits, register of certified personnel, budget requirements and allocation (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, and such other information that will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. All original records are to be examined only at the office of the Board.

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

J. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

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

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

M. Professional Study Committee:

1. There is hereby established a permanent "Professional Study Committee, "hereafter called PSC, composed of six (6) members, three (3) of whom shall be teachers appointed in September by the Association, and three (3) of whom shall be appointed by the Board.
2. The PSC shall establish a mutually agreed upon monthly meeting date and time, and shall elect a chairman annually at its first meeting.
3. The PSC is empowered to appoint subcommittees composed of teachers, administrators, parents and/or students.
4. All reports of the PSC and its subcommittees, including their recommendations, shall be submitted in writing to all members of the PSC.
5. Subjects of study by subcommittees may include a continuous evaluation of the Board's policy. Upon completion of its study and report the subject assigned to it, each subcommittee shall be considered dissolved, and once dissolved no subcommittee shall be reactivated except by mutual consent of the members of the PSC.
6. The parties agree that the PSC and its subcommittees serve in an advisory capacity only, and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for any grievance.
7. Any and all expenses of the PSC shall be borne and controlled by the Board.

8. The PSC shall function as part of the School Improvement Team.

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

O. At the beginning of every school year, the Association shall be credited with seven (7) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association. The Association agrees to notify the Board no less than seventy-two (72) hours in advance of taking such leave.

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

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

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

### **ARTICLE III - BOARD RIGHTS CLAUSE**

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or their dismissal; and to promote, and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

4. To reserve the ultimate right to decide upon the means and method of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers, and extra-curricular activities, and the terms and conditions of employment.

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

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

#### **ARTICLE IV- DEDUCTION**

- A. In accordance with the terms of this Agreement, within thirty (30) days of employment, each bargaining unit member shall join the Association or pay a Service Fee to the Association.

Members have thirty (30) calendar days in which to execute an authorization for payroll deduction of the Association dues or Service Fees.

- B. Association Members: Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- C. Service Fee Payers: Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

- D. Payroll Deduction: Upon written authorization by a bargaining unit member or pursuant to Section C, the employer will deduct the appropriate amount of the dues or service fee from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Moneys so deducted will be transmitted to the Association, or its designee, no later than thirty (30) calendar days following each deduction.
- E. Non Payment of Dues or Service Fee: If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association that the member had been provided the MEA's Hudson Informational Packet, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed and if an authorization card is not signed by the member within thirty (30) calendar days, the Board agrees that the services of the member shall be terminated at the end of the following month, provided that the Association submits a written request for said termination to the Board. The affected member shall be notified of the termination of services immediately after the receipt of the Association's request.

- F. Save Harmless Clause: In the event of legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  - b. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

The Association agrees that in any action so defended, it will hold the employer harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Commission.

- G. Constitutionality of Agency Shop: The parties acknowledge that the U.S. Supreme Court in CHICAGO TEACHERS UNION V. HUDSON, 106 S. Ct 1066 (1986) has reaffirmed that the concept of agency shop is constitutional. The parties also acknowledge that the U.S. Supreme Court and other Federal Courts have established certain requirements that must be satisfied by the Union in order to be able to collect a service fee from non-members. The Association affirms that, to the best of its knowledge, it is and will continue to satisfy such requirements in the calculation and collection of a service fee from non-members.
- H. The Board shall also make payroll deductions upon written authorization from members for tax sheltered annuities, MPSERS Universal Service Credit purchases, savings bonds, credit unions, and the Memorial Scholarship Fund. The Board adopted Section 125 Plan for the purpose of IRS compliance shall be used where applicable. Charitable donations or any other plans or programs will be jointly approved by the Association and Board. Such moneys shall be deducted and forwarded on a bi-weekly basis only if the amount is twenty-five (\$25) or more.

## **ARTICLE V - TEACHING HOURS**

- A.
1. Teachers shall report to their teaching assignment no later than fifteen minutes prior to the start of classes; and to their teaching assignment at the end of the lunch period.
  2. The teachers' workday shall be from 8:05 a.m. to 3:15 p.m. or until the departure of the school buses, whichever is later.
  3. For administrative purposes, up to fifteen minutes per week of the Monday-to-Friday 8:05 to 8:25 period may be charged to preparation time.
- B. All teachers must attend all school assemblies for the purpose of supervising students, unless excused by the principal.
- C. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every student in the school district. This includes: (1) careful daily preparation, (2) attendance at regularly-scheduled staff meetings. Attendance will be required at a maximum of two (2) Parent-Teacher Conferences and at any extra-curricular activities in which they may be directly involved, and are encouraged to participate in other extra-curricular activities such as P.T.O. and school-sponsored functions. The administration has the right to schedule meetings beyond 3:15 not more than three (3) times each month, provided that notice of such meeting shall be given at least twenty-four (24) hours in advance. Parental requests for meetings and IEPC's with individual teachers may be honored and the meetings held during the teacher's conference preparation period where this is possible.

- D. It is mutually agreed that an unassigned preparation period is provided to enable a teacher to confer with students, parents, and administrators, prepare lesson plans, grade and correct papers, organize classrooms, and such other items pertaining to teaching. Teachers will make their services available to accomplish these objectives and will use the hour for the betterment of education. The Association recognizes that from time to time it may be necessary for a regular teacher to monitor a class during their unassigned preparation period, however, such requests will be held to a minimum and used only when a regular substitute is not available.
  
- E. It shall be the practice of all parties in interest to process grievance procedures during such time as not to interfere with the execution of regular teaching assignments, provided, however in the event it is mutually agreed by the aggrieved person, the Association and the Board, to hold grievance proceeding during regular working hours, a teacher engaged during the school day in grievance proceedings in his own behalf, or in behalf of the Association with any representative of the Board or participating in any level of the grievance procedure, including mediation, may be released from regular duties without loss of salary.
  
- F. The Association may share the responsibilities with the administration in planning recess periods and assignments.
  
- G. If a teacher is assigned to a class outside of their field of academic preparation, a written agreement shall be signed by the teacher involved and the administration.
  
- H. The normal weekly load for a seven period day, in the Junior-Senior High School will be thirty (30) teaching periods, including supervised study periods and five (5) unassigned preparation or twenty-five (25) teaching periods and five (5) unassigned preparation periods for a six period day. An attempt will be made to hold class preparations to a minimum, however, no teacher shall have an assignment which exceeds five (5) separate class preparations per day without prior written consent of that individual teacher.
  
- I. All teachers shall be entitled to a duty-free lunch period of at least thirty-five (35) minutes in length.
  
- J. Elementary teachers will be provided 210 total minutes of relief periods per week. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

- K. Teachers of music, art, physical education and laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the system. Preparation time will be based upon a prorata amount for part-time teachers.
- L. No departure from these norms, except in the case of emergency, shall be made without mutual consent between the Board and the Association.

## **ARTICLE VI –EMERGENCY SCHOOL CLOSING**

- A. If, at any time during the life of this Agreement, it becomes lawful to count as days of public instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to severe storms, fires, epidemics or health conditions, it is agreed that the following school closing provisions shall become immediately effective:

When weather, an act of God, or an employer directive forces the closing of school, teachers shall be excused from reporting to duty without loss of pay. If it is necessary to require the scheduling of additional days of student instruction to meet the State of Michigan requirements, the Administration will meet with the Association to develop a mutually agreeable revised calendar. If the parties cannot agree on a revised calendar, make-up days will be added to the end of the school year. Low student attendance could prevent the District from counting a teacher work day toward the State of Michigan requirement. In this event, if make-up days are scheduled for days that school was in session, bargaining unit members will be paid for make-up days at their per diem rate.

## **ARTICLE VII - TEACHING LOADS AND ASSIGNMENTS**

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

- A. Because the student-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible to meet the following

recommended standards. If a solution is not agreeable, then these maximums shall remain in effect.

## 1. ELEMENTARY

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

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

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

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

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

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

## 2. SECONDARY

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

B. The teachers shall be notified of their prospective teaching assignments (both class assignment and tentative student counts) prior to the end of the school year. As soon as practicable prior to the beginning of each semester, teachers shall be provided a tentative list

of students in each class.

## **ARTICLE VIII -TEACHING CONDITIONS**

- A. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standardized tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such education tools and the Board agrees to implement joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- B. Under no conditions shall a teacher be required to drive a school bus under his regular salary schedule as part of his regular assignment.
- C. Telephone facilities shall be made available to teachers for their reasonable use. Personal toll calls shall be made at the teacher's own expense.
- D. The Board shall make at least one room appropriately furnished, which shall be reserved for use as a faculty workroom.
- E. To relieve teachers of clerical and patrol duties, the Board agrees to engage full-time clerical aides in the elementary school should funds be deemed available for such positions. The aides will handle such duties as patrol duties, inventorying of supplies and equipment, duplication of teaching materials, operating audio-visual equipment, collecting moneys for milk and hot lunch and similar non-teaching responsibilities.

## **ARTICLE IX - VACANCIES, PROMOTIONS, AND TRANSFERS**

- A. A teacher may apply for any position at any time. The Association President shall be provided copies of vacancies occurring within the bargaining unit, including newly created positions, and the Association President shall be responsible for posting such copies on a designated bulletin board in the teachers' workroom . Positions as above described shall be posted at least ten (10) school days prior to being filled. Bargaining unit members may apply for such positions by submitting a written application to the Superintendent's office. During the summer months, when regular school is not in session, the employer will post in the Superintendent's office all vacancies as above described and at the same time shall also forward copies to the Association. Positions as above described shall be posted at least fourteen (14) calendar days prior to being filled. Applications may be made in the same manner as above described.

- B. In filling a vacancy, the Board agrees to give due weight to the professional background, attainments, seniority, certification and other relevant factors. The decision of the Board as to filling of such vacancies shall, however, be final.
- C. An involuntary transfer will be made only in case of emergency to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer in a timely manner. If the teacher objects to such transfer, the dispute may be resolved through the professional grievance procedure.
- D. Any teacher who accepts a supervisory or executive position and later returns to teacher status shall be entitled to retain such rights as he/she may have had under this agreement prior to accepting supervisory or executive status.

## **ARTICLE X - REDUCTION IN PERSONNEL LAYOFF AND RECALL PROCEDURE**

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

### **A. SENIORITY**

Seniority shall be defined to mean the amount of time an individual is continuously employed as a certified teacher within the district. Seniority credit shall be prorated for less than full time, i.e., if teaching time is full time for a ½ year, ½ credit will be awarded, if assignment is for ½ day for a full year – ½ year credit will be awarded.

Commencing with the hiring for the 2003-04 school year, seniority is determined by the actual date and time an agreement to accept a position is signed. The agreement will be kept in the member's personnel file. The employee will be provided a copy of the agreement.

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

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

Former members currently employed in an administrative capacity in the district shall retain full seniority rights earned as members of the Brimley Education Association. Such persons shall be indicated as frozen on the seniority list.

## B. LAYOFF PROCEDURE

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

1. Probationary teachers shall be laid off first. Layoff shall proceed on the basis of performance evaluation and inverse seniority. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position of the probationary teacher.
2. If probationary teachers are laid off and the reduction of teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of certification and seniority and NCLB highly qualified status when applicable. Layoff made pursuant to this section shall be made in the inverse order of seniority ( i.e., for those with the least seniority are to be laid off first).
3. A tenured teacher, who is laid off pursuant to this policy, has the right to be placed in a teaching position for which he is certified and qualified to fill and which is occupied by a teacher with less seniority. For the purpose of this policy "qualified" shall be defined in the following manner:
  - (a) For placement in a pre K-6 grade level elementary position a tenured teacher is qualified if he/she has Elementary certification. Pre K-6 teachers to be assigned to the 7th and 8th grade levels shall meet all requirements for certification at the assignment level under the Michigan Teacher Certification Code and shall have at least a recognized minor in the subject matter area to be taught.
  - (b) For placement in a secondary teaching position (7-12) a tenured teacher is qualified if state certified in that content area.
  - (c) NCLB highly qualified statuses when applicable.

## C. RECALL PROCEDURES

1. Recall: In the event of layoff (total or partial) the Administration will establish a recall list by October 15. The list will be provided to the Association. Individuals laid off will remain on the recall list and be eligible for recall as determined by seniority and certification and NCLB highly qualified status when applicable until all members have been recalled or the individual requests his/her name be removed from the list.

2. Members to be recalled will be notified by certified mail. The member must respond within seven (7) calendar days of receipt of notice of recall and must report for recall at a time mutually acceptable to the Superintendent and the member. Members who fail to respond will be considered to have resigned.
3. Laid off members shall be recalled in inverse order of layoff provided the member is certified and qualified for the vacancy. Should a laid off teacher be assigned to such position and refuse it, the Board is not required to offer any other position, and the teacher has voluntarily terminated.
4. Refusal or an offer for less than a full-time position shall not constitute grounds for removal from the recall list.
5. Recalled members shall be entitled to all previously accumulated benefits.

D. INDIVIDUAL CONTRACT

1. The individual contract, executed between each member and the employer is subject to the terms and conditions of this agreement. It is specifically agreed that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this article, if the individual position is eliminated.
2. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher, except in the case of staff reductions due to adverse financial conditions of the School District.

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

**ARTICLE XI - LEAVES OF ABSENCE**

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

Any teacher who has accumulated 120 or more days may redeem any unused leave days earned in that year that remain at the end of the school year at the rate of \$30 per day. Partial days will be reimbursed at the rate of \$30 divided by 7 hours x number of hours.

Upon retirement from the Brimley Public Schools, any teacher/nurse shall be paid \$30 per day for every day of accumulated sick leave up to a maximum of 120 days. To be eligible for this compensation the retiree must provide proof of retirement from the MPSERS.

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

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

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

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

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

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

A personal business leave day shall not be granted to enable the member to perform work or services in which the member will receive compensation. It will be up to the discretion of the Superintendent with regard to the number of members using a personal business leave day at one time.

An application for a personal business leave must be submitted in writing at least one week in advance (except in the event of an emergency when a shorter notice may be acceptable).

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

#### F. CHILD CARE LEAVE

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

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

(c) Approximately thirty (30) days thereafter, the teacher shall submit a written request for child care leave to the Board of Education. The request shall specify the beginning date of the leave, be accompanied by a physician's statement that there is no medical reason why the teacher cannot continue to perform services until the beginning date of the leave, and a statement by the administration that the date requested by the teacher will not unduly interrupt the pupil-teacher continuity.

- (1) In the event of a dispute concerning the beginning date of the child care leave, the teacher shall be entitled to a private hearing before the Board prior to the Board setting the beginning date of the leave of absence.
- (2) Once the beginning date has been approved by the Board, it shall not thereafter be changed, except in cases of emergency to be determined on an individual basis.
- (3) Any medical reports requested by the Board shall be paid for by the Board.

(d) The member shall be eligible to return from child care leave upon filing of a physician's statement that they are physically fit for full-time employment. The member may request a prospective termination date of leave of absence at the time of leave.

(e) Reemployment will commence upon the date set by the Board which shall not be later than the beginning of the first day of the school year following the date the teacher was declared eligible for reemployment. Extension of the leave shall be at the discretion of the Board. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.

(f) A member may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board of Education. However, the Board of Education reserves the right in its sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.

(g). Failure to return from a child care leave on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the teacher prior to said date.

(h) Child Care leave will be granted without pay and without experience credit and without sick leave accumulation. Upon return from child care leave, the member shall be restored to their same position on the salary schedule as when they left and be entitled to other accrued benefits prior to said leave.

(i) Should the provisions of this child care leave be in violation of State or Federal Law, then such provisions of this article shall be renegotiated.

(j) FMLA – Family Medical Leave Act – all provisions of FMLA shall apply.

G. JURY DUTY.

A leave of absence may be granted a member called for jury service. The Board shall pay an amount equal to the difference between the member's daily salary and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses) for each day which the member reports for or performs jury duty which he otherwise would have been scheduled to work, provided that the member cooperates with the administration in seeking to be excused for such services.

H. COURT APPEARANCE.

A leave of absence with pay may be granted for time necessary for appearances in any legal proceeding connected with the member's employment or with the school system if the member is required by law to attend. If a member is subpoenaed as a witness outside of school affairs, he may use an accumulated personal business day or take a leave of absence without pay.

I. MILITARY LEAVE

A leave of absence shall be granted to a member who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Regular salary increments shall accrue.

J. Leaves of absence without pay may be granted a member, contingent upon securing a certified employee qualified to assume the applicant's duties while on leave, for the following purposes:

- 1) Study related to the teacher's licensed field.
- 2) Study to meet eligibility requirements for a license other than that held by the teacher.
- 3) Study research or special teaching assignment involving probable advantages to the school system.

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

K. The sick bank shall be maintained:

Bargaining unit members who chose to participate must contribute one (1) day to become a member of the sick bank. The Board of Education will contribute one day for each member who voluntarily participates in the sick bank, however the District's contribution to the sick bank will be capped at a maximum of ten (10) days in any one year. Enrollment will be open within the first thirty (30) days of employment and the first thirty (30) days of each school year.

The bank will be replenished as needed within each school year to make the number of days in the bank total 78 days. The bank may be replenished as needed on the same prorated method as when the bank was established.

The bank shall be administered by the Sick Bank Committee, consisting of 2 members representing the Board and 2 members representing the Association.

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

1. Probationary teachers may apply to the bank after two (2) years of service with the Brimley Area Schools.
2. Teachers must have exhausted their personal sick leave by ten (10) days before making application to the sick bank. Sick leave will then be made retroactive and those ten (10) days will become part of the requested sick leave.
3. Application to the bank must be made in writing to the Superintendent.
4. A doctor's statement must accompany the application stating the expected date of return to work.
5. All contributed days remain in the sick bank.
6. Maximum draw from the bank will not exceed 78 days at a time within one school year per member.
7. All of the sick days borrowed from the bank will be paid back at the end of each school year. If five days or less remain the member will repay all of the days. If the member has more than five days remaining, the member may choose to repay additional days (above the minimum of five).

8. The decision of the Sick Bank Committee concerning the use of the sick bank shall be final and not be subject to the grievance procedure.
9. The Central office shall keep the Sick Bank records. The Sick Bank Committee shall furnish the Superintendent and the EA president with a report when there is activity and/or the beginning of each semester.

## **ARTICLE XII - STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. A teacher may exclude a student from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The member shall furnish a written summary of the offense or behavior to the principal, as soon as his/her teaching obligations allow. The student shall not be returned to the class until the principal and teacher have conferred.
- B. Administration will notify the school board of any and all threats and/or perceived threats toward staff. Threats include, but are not limited to emails/electronic, written, stated, and/or physical intimidation.” The Board will reimburse the teacher for the cost of legal counsel , or provide legal counsel, to advise the teacher his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. Time lost by a teacher in connection with an incident mentioned in the article shall not be charged against the teacher.
- D. The Board will reimburse a teacher for destruction or theft of personal property, excluding cash, in an amount up to \$50 per occurrence. Any allegation or theft must be substantiated by filing a complaint with a local law enforcement agency. Depreciation or appreciation for the article will constitute the replacement value. This article does not apply to theft from automobiles, or destruction covered by insurance.
- E. The Board shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the Board to students, teachers and parents at the commencement of each school year.
- F. The use of corporal punishment and force to restrain students shall comply with the provisions of the School Code of the State of Michigan. A member may use such force as is necessary to protect himself/herself, another member or administrator, or student, or property from attack, physical abuse or injury

A written statement by the Board governing use of corporal punishment and disciplining of students shall be publicized to all teachers no later than the first week of each school year. The Board agrees to indemnify teachers against any damages, fines, legal fees or other costs as a consequence of any act or omission authorized by a written statement of the Board and/or administration or by the provisions of this paragraph.

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

## **ARTICLE XIII - PROFESSIONAL COMPENSATION**

- A. The Board and the Association hereby agree to adhere to the Teacher's Salary Schedule as defined in Schedule A which is attached to and incorporated in this Agreement.
- B. For extra work the teacher shall be entitled to appropriate additional professional compensation as defined in Schedule B (Extra-Curricular Salary Schedule) which is attached to and incorporated in this Agreement. The Board will determine which positions in Schedule B will exist and the number of positions under each category that will exist, on a year to year basis.
- C. For teaching assignments in excess of the regular school calendar and the normal teaching load, teachers will be compensated at their individual daily wage. For the purpose of this article, school calendar refers to the number of days taught.
- D. The computation of a teacher's daily wages will be based upon the total session days in the school year being divided into the salary of the teacher. The hourly wage shall be determined by dividing the daily wage by 7 periods.
- E. Teachers required in the course of their work to drive personal automobiles shall be reimbursed at the "business persons" mileage rate allowance as per IRS guidelines. The same allowance shall be given for use of personal cars for field trips or other business of the district, with the approval of the administration. Meals will be reimbursed with receipts up to a total of \$30 per day.
- F. If a teacher is asked to substitute during their conference period or due to the absence of a special teacher (e.g. art, music, P.E., etc.) he/she will be paid .001 times the B.A. Base per period. Aides shall not be used as substitutes.
- G. All teachers will be allowed to accrue compensatory time on the basis of one hour for each one hour they substitute during their conference period, to a maximum of hours equivalent to three (3) teaching days for compensation annually. These days must be used within the school year earned and carry with them all the advantages and restrictions that apply to personal business days. Any hours accumulated over the three (3) day's compensation time

shall be paid at a rate of .001 times the BA Base per period on the next scheduled pay check.

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

- H. After five years of employment in the district and upon receipt of documentation that a teacher has completed a course in the field of education, the Board will pay tuition costs or CEU fees up to \$300 per person to a maximum of five teachers per year. Teachers must make prior application through their immediate supervisor with final approval resting with the Superintendent. Participation shall be determined on a rotational basis.
- I. The Board will reimburse current teachers for MTTC testing fees necessary be considered highly qualified teachers. This shall apply only to the first test taken in each area required.

**J. Early Retirement Incentive**

An employee who is eligible, according to MPSERS (Michigan Public School Employees Retirement System) requirements, to retire from Brimley Area Schools shall be eligible for and receive the following benefit.

- The employee shall receive an annual stipend of .004 of the best year of Schedule A Compensation in the district times the number of years of teaching in the Brimley Area Schools.
- The stipend shall be paid to the employee for a maximum of six years or until the age of 62, whichever comes first.
- Such stipend shall be paid on a monthly basis.
- Retirement is defined to mean severance from regular or contractual employment with the district.
- Limited to four participants per year.

Early Retirement Incentive (ERI) eligibility will be determined as follows:

The member's intent to retire must be submitted to the Superintendent on or before April 1<sup>st</sup> of the year of the member's retirement.

Seniority will determine retirement eligibility according to the seniority list.

The board reserves the right to waive the April 1<sup>st</sup> deadline if fewer than four (4) members apply.

If more than four (4) members submit retirement notices, the board reserves the right to waive the maximum number of retirements per year under this provision.

The ERI will extend to June 30, 2014 but teachers may opt in any time during the year. Previously notification date was specific to end of school year. After June 30, 2014 the incentive expires.

## **ARTICLE XIV - INSURANCE**

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

The Board shall provide, to the employee, for a full twelve month period from September 1 to August 31 of each year for the employee's entire family, the following MESSA PAK program. When appropriate, MESSA Care and Medicare premiums will be paid on behalf of eligible employees, spouses or dependents. Employees electing health insurance shall receive the benefits listed in Plan A.

Each member receiving Pak A and/or Pak B benefits listed below will be responsible for paying 10% of the monthly premium through June 30, 2012. The premium co-pay will increase to 15% from July 1, 2012 through June 30, 2013. The premium co-pay will increase to 20% from July 1, 2013 through June 30, 2014. The employee share of the monthly premium shall be paid by the employee by payroll deduction through a Section 125 premium contribution plan adopted by the employer.

### PLAN A:

#### MESSA Choices II

Prescription Co-Pay: \$10 generic \$20 non-generic  
\$5 Office Visit  
No Deductible – In Network  
Preventive Care rider  
Hearing Aid rider

#### LTD:

66.67%  
\$3,000 Max  
90 Calendar Days Modified Fill  
Alcoholism/Drug - 2 yr.  
Mental/Nervous - 2 yr.  
Social Security Offset - family  
Minimum payout 5%  
Pre-existing condition Waiver  
Maternity Coverage/Rehabilitation - standard

Freeze on offsets

Dental	Auto + 008 (100:90/90/90:\$1,500)
Negotiated Life	\$50,000 AD & D
Vision	VSP-3 Plus

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

PLAN B:

LTD	Same as Plan A
Delta Dental	Auto + 008 (100:90/90/90:\$1,500)
Negotiated Life	\$50,000 AD & D
Vision	VSP-3 Plus

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

**PART TIME MEMBERS**

Bargaining unit members working less than full time, the employer shall pay towards MESSA SCI health coverage at a pro-rated premium rate equal to the percentage of full time employment by the bargaining unit member for a full twelve (12) month period for the bargaining unit member and his/her eligible dependents as defined by MESSA.

The balance of the premium shall be paid by the employee by payroll deduction through a Section 125 premium contribution plan adopted by the employer.

For bargaining unit members not electing health insurance coverage shall have available the amount of \$4,000. The member may choose to purchase any of the MESSA Variable Options and/or Michigan Education Association Financial Services (MEA Financial Services) Annuities with this amount. Any amounts exceeding the Employer subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups. The Board shall adopt and maintain a qualified Section 125 Plan for the purpose of IRS compliance.

**ARTICLE XV PROFESSIONAL GRIEVANCE PROCEDURE**

A. DEFINITIONS:

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

B. Purpose:

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

C. Structure:

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

D. Grievance Procedure:

Level One:

In the event that a member, group of teachers, or the Association believes there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, is they shall first discuss the alleged grievance with his/her building Principal either personally or accompanied by his/her Association representative. The grievance must be filed within ten (10)

school days of the violation, misinterpretation or misapplication, or within ten (10) school days of the discovery thereof.

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

Level Two:

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

Level Three:

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

Level Four:

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

Level Five:

If the grievance is not resolved by the Superintendent or his/her representative within five (5) school days or if the Association is not satisfied with the disposition of the grievance at the Level Four, the Association may, within fifteen (15) school days after receipt of the written answer or lack of an answer, give written notice to the Superintendent of its intention to proceed to arbitration.

The Association must file for arbitration with the American Arbitration Association (AAA) within thirty (30) school days after receipt of the answer or when the answer was due. A copy of the filing notice shall be sent to the Superintendent within fifteen (15) school days. Failure to notify the Superintendent or file for arbitration within the aforementioned time limits shall deem the grievance settled and not subject to arbitration.

The Association shall initiate the process of arbitration. The arbitrator shall be selected within the rules and policies of the AAA.

The authority of the arbitrator shall be limited by the definition of a grievance as aforementioned in this Article. In making his/her decision, the arbitrator cannot modify, detract from, add too or alter any provisions of this Agreement. The arbitrator shall be bound by the principles of law relating to the interpretation of contracts as followed by courts of competent jurisdiction.

The arbitrator shall be requested to issue his/her award within thirty (30) days after the close of the hearing.

The decision of the arbitrator shall be final and binding on both parties.

Any costs and expenses for the arbitrator shall be borne equally between the Board and the Association. Witness fees, preparation costs, presentation costs and other such expenses for each individual party shall be at the expense of the respective individual party.

During testimony before the arbitrator it is hereby understood, a reasonable number of employees shall be allowed to testify during their assigned working hours without loss of time or pay.

If either party desires a verbatim record of the testimony and proceedings, the requesting party shall cause the record to be made, pay the cost of the record and shall make available, at no additional cost, a copy to the other party and the arbitrator.

Nothing contained herein precludes the parties from mutually agreeing to use the Expedited Arbitration process.

It is agreed that the following matters will not be within the jurisdiction of the (Grievance Resolution Committee) Arbitrator.

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

#### E. MISCELLANEOUS:

1. A grievance shall be submitted in writing stating the nature of the grievance and the article and section of the agreement allegedly violated, the remedy requested and signed by the teacher if a solution is not reached after an informal discussion with the Principal. A Professional Grievance Report is attached to and incorporated in this Agreement as Schedule C.
2. In the event time limits for an appeal by the Association to the next step are not observed, the grievance shall be considered abandoned.

3. Failure to answer a grievance at any level within the period stated will automatically move the grievance to the next level.
  4. Either or both parties may grant, in writing, a waiver of any and all time limits.
  5. Back pay adjustments shall be limited to the amount of earnings actually lost, with deduction of all sums earned, or which by the exercise of reasonable diligence could have been earned during the back pay period.
- F. The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal right which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
- G. Discipline of teachers will be subject to the grievance procedure set forth in this agreement; provided, however, that the Board's decision on the termination of the services of or failure to re-employ any probationary teacher on probation will be final and will not be subject to arbitration.
- H. Nothing contained herein will deprive the District of any rights which it has under the Michigan Teacher Tenure Act with regard to tenure teachers.

## **ARTICLE XVI - NEGOTIATION PROCEDURES**

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Upon request, the Superintendent will meet informally with the President of the Association on matters relating to the implementation of the Agreement or other matters of mutual concern. Such meetings will not exceed one per month except by mutual agreement.
- B. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- C. Beginning not later than March 1 of the calendar year in which this Agreement expires, the Brimley Education Association and the Board agree to negotiate over a Successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning teachers' salaries and all other conditions of employment. Any Agreement so

negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the Northern Michigan Education Association/Brimley Education Association.

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

## **ARTICLE XVII-TEACHER EVALUATION**

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

Tenured teachers will be evaluated according to Michigan Tenure Act.

- B. A written report shall be completed and signed by the Principal and the teacher within ten (10) days after each observation. A copy of the report shall be given to the teacher. A teacher may submit his own evaluation if he does not agree with the Principal's evaluation. Both evaluations are to be placed in the teacher's personnel file. A teacher may also confer with the Superintendent regarding his evaluation.
- C. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the work of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited by the administration or any other employee of the school district, and shall in no case be used as a monitoring device.
- D. Each teacher shall have the right upon request to review the contents of his own personnel file maintained at the teacher's school or at the office of the Superintendent. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files.

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

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

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

- F. If a freedom of information act (FOIA) request is received for a teacher's personnel file or personnel file information, the teacher will be notified of the request when it is received by an administrator. If the teacher indicates that he will challenge whether the information is disclosable under the FOIA, the Board will take the maximum time permitted by the FOIA before it responds to the FOIA request.

## **ARTICLE XVIII-MISCELLANEOUS PROVISIONS**

- A. No polygraph or lie detector device shall be used in any investigation of any teacher or student by the Board.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent to terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to terms of this Agreement.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board of Education.
- E. Teachers agree to join with the Board in a sincere and concentrated effort to work to improve public relations between the school and the community.

F. A minimum of five (5) teachers' in-service training sessions may be held during the school year. An Association Representative from the secondary and elementary level, together with the elementary and high school Principals, or their designee, shall be responsible for the development of in-service training programs subject to the approval of the Superintendent. The first in-service committee meeting of the school year shall be scheduled by the Superintendent or designee.

## **ARTICLE XIX PROFESSIONAL BEHAVIOR**

A. Members are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement.

B. No member shall be disciplined including reprimanded, suspended with or without pay, demoted, or discharged, without just cause. Just cause will include any violation of rules and regulations set forth in Board policy. The severity of the discipline administered shall be reasonable related to the seriousness of the offense and the service record of the employee. Personnel may be disciplined in the following fashion:

1 <sup>st</sup> offense	verbal warning
2 <sup>nd</sup> offense	written warning
3 <sup>rd</sup> offense	one day suspension without pay
4 <sup>th</sup> offense	up to one week suspension without pay
5 <sup>th</sup> offense	dismissal

If a member wishes, he/she may initiate the grievance procedure.

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

D. Discipline of members shall be subject to the grievance procedure, provided however, that (1) as to probationary teachers, the Board may give such notices of unsatisfactory work and such other notices as shall be required or permitted by the Michigan Tenure of Teachers Act during the pendency of any grievance, and (2) as to teachers on Tenure or continuing contracts pending grievances shall be dismissed upon the filing of written charges under the Michigan Tenure of Teachers Act, and the Tenure Act shall thereafter govern all proceedings against the teacher.

E. A member may at all times be entitled to have present a silent representative of the association when he is being reprimanded, warned, or disciplined for any infraction of discipline or

delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

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

## **ARTICLE XX-WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board of Education and the Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement.

## **ARTICLE XXI - INTERACTIVE T.V.**

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

#### **I. ADDENDA**

- A. This agreement recommended by adopted as part of the local agreement hereinafter referred to as the TIDSS ADDENDA is entered into this 1st day of September 1996 by and between the MEA/NEA and its respective local unit and Brimley Area Schools.
- B. The Two-Way Interactive Delivery System for Schools (TIDSS) is an electronic networking system that provides an alternative instructional delivery system for use of the constituent school districts comprising the EUPISD and LSSU. As such, the system is in effect an "educational utility system" operated cooperatively by constituent school district.
- C. Each of the districts participating in the project are individual and autonomous districts each with its own local bargaining unit and local collective bargaining agreement. It is evident that any employer - employee relationship remains with each constituent district and local bargaining unit.

- D. The contract language that follows is to be an addenda to each contract in the EUPISD. In order for this addenda to be in effect in any school district, it must be approved by the Board of Education for that district and its respective local association. Areas not covered by the addenda school will be governed by the terms of the local collective bargaining agreement of each constituent.
  
- E. During the life of this Agreement, any party offering K-12 credit courses over the TIDSS System during the regular school day shall ratify the TIDSS ADDENDA. "Regular school day" shall be defined as the daytime K-12 teacher workday of each local constituent school district as determined by its local collective bargaining agreement.

## **II. DEFINITIONS**

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

## **III. RESPONSIBILITIES OF ORIGINATING AND REMOTE SITE DISTRICTS**

- A. The originating site shall be responsible for the course content, material selection, instruction, testing and evaluation of students at the originating site district and at all remote site district. Twice per year the IATV system will be made available by the administration for parents to confer with sending teachers on the sending district's regularly scheduled parent conferences.

Parents have the option of scheduling a conference with the teacher at the sending site during those regularly scheduled parent conferences.

- B. Behavior or discipline and supervision of students at remote sites shall be the responsibility of the remote site district. If teachers are regularly assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment. No teacher will be assigned to supervise remote site students during the teacher's preparation period.

## **IV. WORKING CONDITIONS**

### **A. CLASS SIZE**

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

### **B. CLASS PREPARATIONS**

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

### **C. CLASS PREPARATIONS**

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

### **D. CLASSES OUTSIDE THE NORMAL SCHOOL DAY/SCHOOL YEAR**

1. Teachers who are full time employees presenting classes over interactive TV which are outside of the normal school day and/or normal school year shall be compensated at the rate for community education if such class(es) are not part of the regular school curriculum for which normal school day and/or normal school year students are enrolled for credit.
2. Teachers presenting telecommunications classes which are part of the regular school curriculum for which students of the normal school day and/or normal school year enroll for credit shall be compensation at a pro rata amount of their normal daily rate of pay.

3. Teachers presenting telecommunications classes which are scheduled outside of the normal school day and/or normal school year for which students are not enrolled for credit shall be compensated at a rate of pay negotiated with the originating site for such class(es).
4. Each TIDSS participating district shall be responsible for the repair and maintenance of telecommunications classroom equipment at their site(s). Teachers are responsible for reporting malfunctioning equipment to their immediate supervisors.

#### **E. TEACHER EVALUATION**

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

#### **F. MILEAGE**

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

#### **V. JOB SECURITY**

- A. The intent and purpose of the TIDSS PROJECT is to provide a vehicle for the cooperative offering and sharing of educational opportunities among the districts ratifying this document and to provide educational resources to the students of these districts in a cost-effective and efficient manner.
- B. It is not the intent and purpose of the TIDSS PROJECT to reduce the total number of bargaining unit members employed or the hours worked as a result of the implementation and use of telecommunications via TIDSS. Local reduction in personnel language shall prevail if staff reductions are necessary.
- C. It is specifically understood that any local school district teacher presenting a K-12 telecommunications class during the day shall be a member of the bargaining unit. Bargaining unit members as used in this agreement shall be defined as those employees of a district organized under the Public Act 379.

## VI. SCHEDULING AND ASSIGNMENTS

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

## VII. BROADCAST AND REBROADCAST CONDITIONS

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

- A. A telecommunications class may be televised for demonstration purposes by mutual consent of the teacher and the originating site district. Videotapes of telecommunications classes may be used for other purposes by mutual consent of the teacher and the originating site district.

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

## **VIII. ADDENDA REVIEW PROCEDURE**

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

Either the Association or the EUPISD may initiate interim dialogue regarding the TIDSS ADDENDA by mutual consent that such is desired.

## **IX. GRIEVANCE PROCEDURE**

### **A. LOCAL GRIEVANCE**

## **X. COURIER SERVICES**

The Eastern Upper Peninsula ISD Delivery may be used to provide regular courier service for the purpose of transporting documents, homework, class work, tests and materials between the various originating and remote site districts.

## **XI. LABOR DISPUTES**

In constituent school districts where instructional employees are not at work due to a labor dispute with the said district, those students enrolled to participate in a

telecommunications course(s) with prior agreement between the local school Board and the Association.

FOR THE ASSOCIATION

FOR THE EMPLOYER

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## **ARTICLE XXII-LEAST RESTRICTIVE ENVIRONMENT**

The Board and the Association acknowledge that the policy of least restrictive environment is legally mandated and intended in the best educational interest of the student. Accordingly, the parties who would fit legal requirements which would involve the use of an Individual Educational Planning Committee (IEPC) for placement in the regular classroom must be appropriate to the student's unique needs determined by an IEPC on an individual basis. For the purpose of this Article, such students shall be referred to as "mainstreamed students."

- a. Any member who has a reasonable basis to believe that a mainstreamed student assigned to that member has a current IEPC report that is not meeting the student's unique needs as required by law should promptly notify the administration.
- b. The following conditions shall apply to placement of mainstreamed students in general education classrooms:
  1. Any member who will be providing instructional or other services to mainstreamed students in a regular education classroom setting shall be notified of the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. Members wishing to attend the IEPC of any student to whom they provide or will provide services will be accommodated. When involved in such an IEPC, and when it is requested, the member/teacher will provide written input to the IEPC (or the Multi-Disciplinary Evaluation Team Report to be presented to the IEPC).

At the beginning of each school year, the regular education teachers will be notified of those students who are mainstreamed into their classroom(s). Meetings, as requested, will convene for the discussion of an individual student's placement, needs and abilities and to provide for the teacher to have input.
  2. The district shall make every reasonable effort to provide the receiving teacher with necessary support identified in the IEPC, including aides, materials and other related services.
  3. The administration shall provide, if practicable, prior to such placement, in-service training and awareness information to the teacher(s) regarding the instruction and behavior

management of such mainstreamed students in the regular education classroom setting, including but not limited to, the differing approaches, problems, and techniques to be utilized with varying physical, mental, emotional, and behavioral conditions as are likely to be faced in the given situation. Such training and information shall be provided at board expense and shall be mutually arranged with the teacher(s) to be involved. If such prior training and information are not possible, the training and/or information will be provided as early as can be arranged after placement has occurred.

## ARTICLE XXIII - MENTOR TEACHER

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of PA 335 (1993) and shall perform the duties of a Master Teacher as specified in the act.
- B. Each bargaining unit member in his/her first four (4) years in the classroom shall be assigned a Mentor Teacher by the Administration after consultation with the Association. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. Mentor Teachers shall be assigned in accordance with the following:
1. The ultimate and overriding criteria used in selecting a Mentor Teacher will be the candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
  2. The Mentor Teacher shall be a tenured teacher within the bargaining unit (whenever possible).
  3. Participation as a Mentor Teacher shall be voluntary.
  4. The District shall notify the Association of those members requiring a Mentor assignment or any affected member whose classroom assignment has changed.
  5. Mentor Teachers and Mentees shall work in the same building (elementary, middle, high school) and have the same area of certification whenever possible.
  6. The Mentee shall be assigned to only one (1) Mentor Teacher at a time.
  7. The Mentor Teacher assignment shall be for one (1) year, subject to review by the Administration, Mentor Teacher and Mentee after three (3) months. The appointment may be renewed in succeeding years.
  8. Mentor Teachers may have up to two (2) mentees if so desired.
- D. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher. This article does not apply to unethical, illegal or immoral activities on the part of either the Mentor or Mentee.

- F. Upon request, the administration shall make every effort to make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day and school calendar year. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.

Suggested standards for release time will be the configuration of up to four (4) hours per month for the first year, up to four (4) hours every other month in the second year, and up to four (4) hours every three months in the third year. Requests for greater time spent with the Mentee will be addressed with the building principal. It is also understood that time between the Mentor Teacher and the Mentee will necessarily take place weekly beyond the normal working day to establish this collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates. This provision is suggested standard and will not be a factor in the decision to retain or dismiss a Mentee.

- G. The Mentee will be expected to attend at least one conference each year. The district will provide expenses for said conference. Mentor teachers will be encouraged to attend the conference with the Mentee.
- H. Compensation for Mentor Teachers shall be subject to local bargaining within each district.

## **ARTICLE XXIV - EMERGENCY FINANCIAL MANAGER**

An Emergency Financial Manager appointed by law may reject, modify, or terminate the collective bargaining agreement as provided by law.

This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the union does not agree or acknowledge that this provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable.

**ARTICLE XXV-DURATION**

- A. This Agreement shall be effective as of the date ratified by the Board of Education and shall continue in effect until the 30th day of June 2014.
- B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

**BRIMLEY EDUCATION ASSOCIATION**

**BRIMLEY BOARD OF EDUCATION**

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Negotiations Chairperson

By \_\_\_\_\_  
Negotiations Chairperson

**NMEA PRESIDENT**

\_\_\_\_\_

Date \_\_\_\_\_

**NMEA STAFF**

\_\_\_\_\_

Date \_\_\_\_\_

**SCHEDULE A – Salary Schedule 2011-12**

0% increase over the 2010-11 Schedule A

Steps will not be awarded, Lanes will be awarded

Each member will receive a \$250 off-schedule payment in the month of September.

		BA	BA + 20	MA	MA + 20
Step	Rate	1.00	1.03	1.08	1.11
1	1.00	32,491	33,466	35,090	36,065
2	1.05	34,116	35,139	36,845	37,868
3	1.10	35,740	36,812	38,599	39,672
4	1.15	37,365	38,486	40,354	41,475
5	1.20	38,989	40,159	42,108	43,278
6	1.25	40,614	41,832	43,863	45,081
7	1.30	42,238	43,505	45,617	46,885
8	1.35	43,863	45,179	47,372	48,688
9	1.40	45,487	46,852	49,126	50,491
10	1.45	47,112	48,525	50,881	52,294
11	1.50	48,737	50,199	52,635	54,098
12	1.57	51,011	52,541	55,092	56,622
13	1.63	52,960	54,549	57,197	58,786
14	1.69	54,910	56,557	59,303	60,950
15	1.785	57,996	59,736	62,636	64,376
<b>25</b>	<b>1.885</b>	<b>61,246</b>	<b>63,083</b>	<b>66,145</b>	<b>67,983</b>

Add nurses salary to 90% of BA step 1

1. Each semester of successful teaching experience will earn one-half increment up to the maximum, established at the beginning of each school year.

2. The 20 semester hours beyond the BA and MA Degree must be in the teacher's field of study or be applicable to an advance degree.
3. Bargaining unit members will be paid per diem for days worked beyond 180 days and/or any additional days added to fulfill state requirements for instructional hours.

**SCHEDULE A – Salary Schedule 2012-13**

0% increase over the 2011-12 Schedule A

Steps will not be awarded, Lanes will be awarded

Each member will receive a \$250 off-schedule payment in the month of September.

		BA	BA + 20	MA	MA + 20
Step	Rate	1.00	1.03	1.08	1.11
1	1.00	32,491	33,466	35,090	36,065
2	1.05	34,116	35,139	36,845	37,868
3	1.10	35,740	36,812	38,599	39,672
4	1.15	37,365	38,486	40,354	41,475
5	1.20	38,989	40,159	42,108	43,278
6	1.25	40,614	41,832	43,863	45,081
7	1.30	42,238	43,505	45,617	46,885
8	1.35	43,863	45,179	47,372	48,688
9	1.40	45,487	46,852	49,126	50,491
10	1.45	47,112	48,525	50,881	52,294
11	1.50	48,737	50,199	52,635	54,098
12	1.57	51,011	52,541	55,092	56,622
13	1.63	52,960	54,549	57,197	58,786
14	1.69	54,910	56,557	59,303	60,950
15	1.785	57,996	59,736	62,636	64,376
<b>25</b>	<b>1.885</b>	<b>61,246</b>	<b>63,083</b>	<b>66,145</b>	<b>67,983</b>

Add nurses salary to 90% of BA step 1

1. Each semester of successful teaching experience will earn one-half increment up to the maximum, established at the beginning of each school year.
2. The 20 semester hours beyond the BA and MA Degree must be in the teacher's field of study or be applicable to an advance degree.
3. Bargaining unit members will be paid per diem for days worked beyond 180 days and/or any additional days added to fulfill state requirements for instructional hours.

**SCHEDULE A – Salary Schedule 2013-14**

0% increase over the 2012-13 schedule A

Steps and Lanes will be awarded as of September 1, 2013

		BA	BA + 20	MA	MA + 20
Step	Rate	1.00	1.03	1.08	1.11
1	1.00	32,491	33,466	35,090	36,065
2	1.05	34,116	35,139	36,845	37,868
3	1.10	35,740	36,812	38,599	39,672
4	1.15	37,365	38,486	40,354	41,475
5	1.20	38,989	40,159	42,108	43,278
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10	1.45	47,112	48,525	50,881	52,294
11	1.50	48,737	50,199	52,635	54,098
12	1.57	51,011	52,541	55,092	56,622
13	1.63	52,960	54,549	57,197	58,786
14	1.69	54,910	56,557	59,303	60,950
15	1.785	57,996	59,736	62,636	64,376
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Add nurses salary to 90% of BA step 1

1. Each semester of successful teaching experience will earn one-half increment up to the maximum, established at the beginning of each school year.
2. The 20 semester hours beyond the BA and MA Degree must be in the teacher's field of study or be applicable to an advance degree.
3. Bargaining unit members will be paid per diem for days worked beyond 180 days and/or any additional days added to fulfill state requirements for instructional hours.

**SCHEDULE B – EXTRA-CURRICULAR SALARY SCHEDULE**

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

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

***EXTRA-CURRICULAR POSITIONS***

***PERCENT OF BA BASE SALARY***

**COACHING POSITIONS**

Head Football Coach	10%
Assistant Football Coach	7%
Varsity & J.V. combined Football Cheerleader Coach	4%
Head Basketball Coach	10%
Assistant Basketball Coach (J.V.)	7%
Varsity & J.V. combined Basketball Cheerleader Coach	4%
7 <sup>th</sup> grade Basketball Coach (boys'/girls' each)	5%
8 <sup>th</sup> grade Basketball Coach (boys'/girls' each)	5%
7 <sup>th</sup> & 8 <sup>th</sup> Grade Basketball Cheerleader Coach	3%
Varsity Track Coach (boys'/girls each)	7%
7 <sup>th</sup> & 8 <sup>th</sup> Grade Track Coach (girls'/boys' each)	4%
Head Volleyball Coach	10%
Assistant Volleyball Coach (J.V.)	7%
7 <sup>th</sup> & 8 <sup>th</sup> Grade combined Volleyball Coach	4%
Head Baseball Coach	8%
Assistant Baseball Coach	4%
Golf Coach (boys'/girls each)	2%

**OTHER POSITIONS**

Play Director per play if a class	1%
Play Director per play if not a class	2%
Band	3%

Yearbook Advisor if a class	4%
Yearbook Advisor if not a class	6%
High School Quiz Bowl Advisor	3%
7 <sup>th</sup> & 8 <sup>th</sup> Quiz Bowl Advisor	1%
Senior Class Advisor	6%
Junior Class Advisor	5%
Sophomore Class Advisor	4%
Freshmen Class Advisor	3%
National Honor Society Advisor	3%
High School Student Council Advisor	2%
7 <sup>th</sup> & 8 <sup>th</sup> Grade (combined) Student Council Advisor	2%
Ticket Sellers, Timer (Head Timer only for track)	\$30
Bus Chaperone for athletic events	
Lunch period supervision	.0007/period
Driver's Education	.0008/hour
Internal Subbing	.001/hour
Mentor Teacher	\$500 1st year \$375 2 <sup>nd</sup> year \$200 3 <sup>rd</sup> year

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

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

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

The Board shall guarantee that the following positions will be maintained and funded during the duration of the contract:

High School Quiz Bowl Advisor  
National Honor Society Advisor  
High School Student Council Advisor  
7<sup>th</sup> and 8<sup>th</sup> Grade Student Council Advisor  
Play Director per play if a class  
Band  
Year Book Advisor if a class  
Senior Class Advisor (2008 – 2009 school year only)

The following positions shall be eliminated from the contract:

Senior Class Advisor (after 2008-2009 school year)

Junior Class Advisor

Sophomore Class Advisor

Freshman Class Advisor

Ticket Sellers, Timer

Bus Chaperone for athletic events

**BRIMLEY AREA SCHOOLS  
2009-2010 CALENDAR**

September 2, 2009	Staff Orientation
September 8, 2009	First Day of School (Dismiss at 12:45)
October 15, 2009	Parent-Teacher Conferences (11:30 Dismissal)
October 16, 2009	No School - EUP In-Service
November 25, 2009	Thanksgiving Vacation (11:30 Dismissal – Thursday 11/26 and Friday 11/27 off)
December 11, 2009	No School – In-Service
December 18, 2009	Christmas Vacation Begins (11:30 Dismissal)
January 4, 2010	School Resumes
January 20, 2010	½ day Semester Exams (11:30 Dismissal)
January 21, 2010	½ day Semester Exams (11:30 Dismissal)
January 22, 2010	No School – Staff Workday End of 1 <sup>st</sup> Semester
February 25, 2010	Parent-Teacher Conferences (11:30 Dismissal)
February 26, 2010	No School – In -Service
March 29, 2010	Spring Break Begins
April 6, 2010	School Resumes
May 31, 2010	Memorial Day (No School)
June 8, 2010	½ Day Final Exams (11:30 Dismissal)
June 9, 2010	½ Day Final Exams (11:30 Dismissal)
June 10, 2010	Last Day (11:30 Dismissal)

175 Total Days of Instruction  
10 Half Days  
5 PD days

**OFFICIAL GRIEVANCE FORM – APPENDIX A**

Brimley Education Association

Grievance# \_\_\_\_\_

Name of Grievant \_\_\_\_\_ Date of Filing \_\_\_\_\_

**STEP I**

Informal discussion with principal (or superintendent if both buildings involved)

1. Has grievance been discussed with principal: Yes \_\_\_ No \_\_\_ Name of Administrator \_\_\_\_\_

2. Date cause of grievance occurred: \_\_\_\_\_

3. Discovery date of grievance: \_\_\_\_\_

4. Section of Agreement allegedly violated: \_\_\_\_\_

5. Statement of grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief sought:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

6. Disposition by Principal: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

7. Position of Grievant and/or Association:

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**STEP II**

Administrator meets with Association

1. Date received by Principal: \_\_\_\_\_

2. Disposition of Principal: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

3. Position of Grievant/Association: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**STEP III**

If not satisfied with disposition of Principal, grievance then goes to the Superintendent

1. Date Association met with Superintendent: \_\_\_\_\_

2. Disposition of Superintendent: \_\_\_\_\_

Signature of Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

3. Position of Association/Grievant: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STEP IV**

If not resolved with Superintendent, grievance then goes to the Board. Board responds within ten (10) days after receipt of written referral by Superintendent.

1. Date received by Board of Education: \_\_\_\_\_

2. Disposition of Board: \_\_\_\_\_

Signature of Board Designee: \_\_\_\_\_ Date: \_\_\_\_\_

3. Date received by Grievant/Association: \_\_\_\_\_

4. Position of Association: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STEP V**

If not resolved within 5 days, or Association not satisfied with disposition of the grievance, Association may within 15 school days after receipt of written answer, or lack of answer, give written notice to Superintendent of its intention to proceed to arbitration.

1. Date submitted to arbitrator: \_\_\_\_\_

2. Disposition and award of arbitrator: \_\_\_\_\_