

Master Agreement
Between
Beaver Island Community School Board
and
Beaver Island Education Association
September 1, 2018
Through
August 31, 2019

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MASTER AGREEMENT
between
BEAVER ISLAND COMMUNITY SCHOOL BOARD
and
BEAVER ISLAND EDUCATION ASSOCIATION
September 1, 2018 through August 31, 2019

This agreement is entered into this first day of September, 2018, by and between the Beaver Island Community School Board of Education hereinafter called (the "Board") and the Beaver Island Education Association-MEA-NEA (the "Association").

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Beaver Island Community School is their mutual aim, and,

WHEREAS, the Board, pursuant to the Public Employment Relations Act of 1947, as amended, has the statutory obligation to bargain with the Association as the representative of its teaching personnel with respect to certain matters and is prohibited from bargaining with the Association with respect to certain other matters,

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 for all teaching personnel excluding the Principal.

ARTICLE II - BOARD RIGHTS AND RESPONSIBILITIES

Section 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 on the Board and vested in it by the laws and Constitution of the State of Michigan and the United States.

Section B – Nothing in this Agreement is to be interpreted as constituting a waiver of the Board of Education's rights and responsibilities to create and maintain schools. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices shall be the exclusive prerogative of the Board except as limited by the terms of this agreement and the constitutions of the State of Michigan and the United States.

Section C – The intent of this agreement is to establish wages and terms and conditions of employment with the Association.

ARTICLE III - ASSOCIATION AND TEACHER RIGHTS

Section A – Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all teachers shall have the right freely to organize, join, and support the Association for the purpose of engaging in statutory collective bargaining or refrain from such activities. The Board further agrees that it will not discriminate against any teacher with respect to hours, wages or any terms and conditions of employment by reason of his membership in the Association or collective bargaining 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 or the lack of participation in such activities. No religious or political activities of any teacher or the lack thereof shall be the grounds for any discipline or discrimination with respect to the professional employment of the teacher provided the same does not occur during the hours of duty. The private and personal life of any teacher shall not be the subject of any disciplinary action by the Board or its agents as long as it does not affect his/her teaching effectiveness.

Section B – The Association, its members and duly authorized representatives of the MEA and NEA will have the right to use school buildings and transact official local Association business. The employer will honor reasonable requests for building usage from the Association. In exercise of this right the local Association shall schedule its meetings with the Principal and shall not displace any previously scheduled events or classes, and shall not interfere with or interrupt normal school operations.

Section C – Any complaint made against a teacher which is written and placed in the teacher's personnel file shall first be offered to the teacher to be initialed and dated by the teacher. A teacher shall have a right to inspect this file. A teacher will have the right to review the contents of all records, excluding initial references from job application screening, of the district pertaining to said teacher originating after initial employment and to have a representative of the Association accompany him/her in such review.

Section D – A teacher shall be notified, prior to complaints or other material originating after initial employment, being included in his/her personnel file. The teacher may submit a written notation regarding any such material, including written complaints and the same shall be attached to the file copy of the material in question. When a teacher is asked to sign material to be placed in his/her file such signature shall indicate his/her awareness of the material and does not necessarily mean agreement with its content. No complaint will be included in the teacher's personnel file, or used in any disciplinary action unless the teacher has been informed of the complaint and the identity of the complainant is made known to the teacher.

Section E – If any material within the teacher's personnel file is found to be improper as defined in Article III, Sections A through D, incorrect, or illegal such material shall be corrected or expunged, whichever is appropriate. Material of a negative nature may be addressed by the teacher in writing and made part of the permanent file. Material of a negative nature, excluding evaluations and any other prohibited topics, may be removed after three (3) years at the teacher's request provided that a similar incident has not occurred during that time. Such removal must have the approval of the Principal and the Board.

Section F – Nothing herein shall be construed to deny or restrict any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations, except to the extent that those rights are limited by this Agreement. The rights provided to teachers elsewhere shall be deemed independent from those set forth in this agreement.

Section G – Adopted board policy and procedures that impact teacher work conditions (inclusive of amendments) will be posted on the Beaver Island Community School website.

ARTICLE IV - PROFESSIONAL COMPENSATION

Section A – The salaries of teachers covered by this Agreement are set forth in Schedule A of the Appendix which is made a part of this Agreement. Salaries will be paid in twenty-one (21) equal payments every other Friday ending with the payday following the last calendar workday of the school year. Bargaining unit members electing to choose twenty-six (26) payments option must do so in writing to the administrative office before June 30th. Such option will remain in effect during the contractual year.

Section B – Teachers will be entitled to additional compensation in the following circumstances where the Board acknowledges that such assignments are above and beyond the professional obligation of the teachers described in Article VI:

1. Teachers assigned responsibility for Coaching school sponsored teams other than as part of their primary duties (e.g., a teacher might be assigned coaching duties in lieu of instructional time) will be entitled to additional compensation of Two Thousand Four Hundred Dollars (\$2,400) for coaching soccer, volleyball or basketball and One Thousand Six Hundred Dollars (\$1,600) for coaching track.
2. Teachers who are asked by the Principal to take on duties in addition to those listed above and their professional obligations identified in Article VI will be paid additional compensation based on the time agreed for performance of such duties at a rate of Twenty-Five Dollars (\$25.00) per hour.
3. Serving as a substitute teacher shall be voluntary. It is further understood that serving as a substitute teacher shall not constitute additional compensation.

Section C – Professional growth of the teaching staff is very important to the school district. The following plan is intended to foster professional growth.

1. The district will pay for pre-approved credits of college coursework using the following guidelines:
 - a. The course(s) must be pre-approved by the administration as being applicable to the teaching assignment.
 - b. Receipts and transcripts must be provided to the administration before reimbursement can be made. A minimum B Grade is required.
 - c. The teacher must still be in the employment of the district to receive reimbursement.

- d. Transcripts or proof of satisfactory completion will be provided to the administration prior to the start of a new school year unless unattainable by that time due to the university's processing of documents.
2. The Board recognizes that professional meetings are enriching experiences. Teachers may submit requests to attend professional meetings to the Principal for approval. Approval and necessary expenses will be granted subject to budget, educational value, and/or relevance to teacher's stated objectives on evaluation. The board will cover the cost of coursework it requests the teacher to pursue.

Section D – Upon appropriate written authorization from an employee, the employer shall deduct from the salary of any such employee and make appropriate remittance for MEA financial services programs, MESSA programs not fully employer-paid, credit union, annuities, or any other plans or programs jointly approved by the Association and Board.

Section E – Teachers who achieve a Highly Effective rating on their annual evaluation (60% professional practice and 40% student growth) will be eligible for a \$100.00 performance award at the end of each school year. Teachers who achieve an Effective rating are eligible for a \$50.00 performance award.

ARTICLE V - INSURANCE PROTECTION

Section A –The Board will make payments for medical coverage up to the full statutory cap as defined by 2011, Public Act 152, inclusive of increases when allotted by the legislature.

The Association shall maintain the option during the duration of this contract, to explore other MESSA products and plan options when they become available to reduce their member contribution levels. The Association shall be responsible to notify the principal regarding its desire to make any changes to the health care plan. The principal, if changes are requested, shall direct submission of the *Request for Implementation of Benefits (RBI)* form to MESSA within thirty (30) days.

Employees shall currently, on an individual basis, have the option to select one of these two health care plans: 1) MESSA Choices II with a \$500/\$1000 deductible, Saver Rx and \$20 office visit, or 2) ABC Plan 2 (HSA) with a \$2000/\$4000 deductible, ABC Rx.

Section B –Employees not choosing a health insurance subsidy through the school shall receive a cash-in-lieu amount equivalent to \$3,000 and may apply it toward the MESSA-Choices II options, MEA financial services or other mutually approved tax-deferred annuity. If a husband and wife are members of the same bargaining unit, one will be eligible for full family and the other for the cash-in-lieu option. The cash-in-lieu shall be paid in monthly increments.

Section C - The Employer shall formally adopt a qualified plan document that complies with Section 125 of the Internal Revenue Code and allows for member contributions toward their share of insurance costs to be payroll deducted using pre-tax dollars.

Section D – In addition to the health care plan described above, the following MESSA PAK benefits will be provided to the employees:

1. Delta Dental – 80/80/80 \$1000/80 \$1300
2. Vision – VSP III Plus 200 CL
3. Life Insurance - \$20,000
4. Long Term Disability – 66 2/3 with a 90 day modified fill/\$3000 monthly maximum

The Board shall contribute 88% and the Employee shall contribute 12% of the cost of these benefits.

ARTICLE VI - TEACHING HOURS AND TEACHING RESPONSIBILITIES

Section A - For the 2018-2019 school year, the parties agree to the following terms regarding professional work hours:

As a reminder, teachers are expected to meet the professional obligations of their position not limited by hours or reporting times. These professional obligations include:

- Student instruction of 6 of 7 class periods per day (or 5 of 6 classes plus seminar class) or alternative schedule in consultation with teachers at each level;
- Teachers will receive the equivalent of one class period per day to be used for planning purposes;
- Being available to work and consult with students before and after the scheduled school day;
- Collaborate with school stakeholders to develop and pilot an individual learning plan process for all BICS students;
- Two staff meetings per month to last no more than one hour in duration, one an all-staff meeting and the other an elementary or secondary level meeting;
- Instructional design, curriculum and assessment development, individual student analysis, and record keeping;
- Professional development and collaborative team problem solving;
- Meetings with the Principal and parents on students and their learning; and,
- Lending assistance with and contributing to effective school operations.

The specific nature of these tasks shall be as set forth in the Board's policy on Teacher Qualification and Employment (Board Policy Section 3120). Once such obligations are satisfied, the professional hourly rate of any teacher shall be \$25.00 per hour for any added duties assigned by the Principal or Board and agreed to by an individual teacher.

Section B - All teachers are entitled to a duty free lunch period.

Section C – The parties to this agreement shall meet at least thirty (30) days prior to the end of each year to determine necessary action to be taken to comply with the State requirement regarding clock hours of instructional time.

ARTICLE VII - TEACHING CONDITIONS

Section A – At Learning Community meetings, the teachers and Principal shall confer on the purpose of improving the selection and use of such educational tools as deemed necessary. Lead teachers will make recommendations to the Principal.

Section B – The Board shall make available at least one room which shall be reserved for use as a faculty room in which teachers may confer, work on class preparation, or otherwise discuss school matters.

Section C – Computers with internet/email capabilities will be made available to teachers and used according to board policy.

Section D – Pertinent information about a student's health or learning problems can be found in the student's folder which is available to teachers seeking such information unless restricted by law.

Section E – Any assault upon a teacher must be promptly reported by the teacher to the Principal. Any disciplinary action taken by a teacher shall be subject to administrative review. The teacher may seek assistance from the Principal in the event of doubt of the disciplinary action to be meted out. The Board recognizes its responsibility to give all reasonable support and assistance to the teachers with respect to the maintenance of control in the classroom. Whenever a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons the Principal will take steps to make available professional support to assist the teachers with their responsibilities to such pupils.

Section F – The Board, in conjunction with the Principal, shall promulgate rules and regulations setting forth procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed to students, teachers, and parents in a timely manner with the understanding that the current published rules and regulations will be in effect until the new rules and regulations are distributed. In the absence of a published school policy, teachers shall be free to employ reasonable punishment consistent with the Corporal Punishment Law in accordance with the REVISED SCHOOL CODE Act 451 of 1976, section 380.1312 and current Michigan law governing seclusion and restraint.

Section G – If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student the Board shall provide liability insurance coverage, in the amount of \$2,000,000.00 and which provides legal counsel and render all necessary assistance to the teacher in his/her defense, provided that the Board has determined that the teacher has acted within the scope of his/her authority.

Section H – Time lost by a teacher in making a court appearance in connection with any school related incident mentioned in this article shall not be charged against the teacher provided that the Board has determined that the teacher has acted within the scope of his/her authority.

Section I – The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher which occurs on the school premises, not covered by personal insurance, while the teacher is on duty or on the school premises in connection with any incident

mentioned in this article provided that the Board has determined that the teacher has acted within the scope of his/her authority.

Section J – To ensure safety and security for all members of the school family (students, staff and community), it is understood that no employee shall be mandated to train for the purpose of carrying weapons on school property. If an employee decides to opt-out of any training that may be offered, their personal decision will not adversely affect placement, evaluation, or any other aspect of their employment.

Section K – Staff who are acting within the scope of their employment responsibilities with respect to maintaining control and discipline of students shall be given support and assistance by the District. Continued effort will be made to assure staff that they can provide student instruction and other ancillary services with a minimum of disruption and abuse in an appropriate learning environment.

ARTICLE VIII - TEACHER SICK-LEAVE DAYS

Section A – At the beginning of each year, each teacher shall be credited with fifteen (15) days of sick leave. These days, if unused during the school year, will accumulate from school year to school year up to one hundred twenty (120) days. These days may be taken by the teacher for personal illness or disability, illness in the immediate family (husband, wife, mother, father, brother, sister, children, legal ward, grandchildren, grandparents and the same members of the spouse’s family), death, family-care needs, child birth, adoption, and medical appointments.

Section B – Teachers not using more than two (2) sick days per school year will be compensated in a lump sum payment according to the following schedule:

<u>Days Used</u>	<u>Bonus</u>
0	\$500
1	\$350
2	\$250

This lump sum payment shall be made after the course of the school year and before July 1. Any payment shall in no way affect the number of sick days accumulated by the teacher.

Section C – A collective sick-leave bank (the “Sick Leave Bank”) shall be established and administered as follows:

1. On September 1, the Sick Leave Bank will be credited with three (3) sick leave days per teacher on payroll and each teacher will have his/her accumulated days debited for these three days. At the end of a school year a teacher will have the opportunity to donate any number of his/her unused sick leave days to the Sick Leave Bank. The Sick Leave Bank shall not exceed one hundred twenty (120) days. In the event that the Sick Leave Bank should not require three days per teacher on payroll to bring it to maximum level an equal number of days will be taken from each teacher to bring it as close to one hundred twenty (120) as possible.

2. Applications for withdrawal from the Sick Leave Bank shall be made to the Sick Leave Bank Committee (the "Committee"), appointed by the BIEA which shall be selected at the beginning of each school year. The Committee shall be responsible for authenticating the claim as well as the eligibility of the teachers to withdraw from the Sick Leave Bank according to the eligibility criteria set forth herein. The Committee shall not have authority to grant leave days from the Sick Leave and for any purpose or under any other criteria than as specified in Article VIII, Section A. Copies of the Committee's decisions on applications shall be forwarded to the Principal for approval.

Section D – A teacher who is unable to teach because of personal illness or disability and who has exhausted all available sick leave available shall be granted upon request a leave of absence without pay for the duration of such illness or disability up to one school year. The leave may be renewed each year upon written request by the teacher and upon authorization of the Board.

ARTICLE IX - LEAVES OF ABSENCE

Section A – Leaves of absence with pay shall be granted for the following:

1. When a teacher is called by a court of competent jurisdiction to jury duty or to appear as a witness in a school-related case to which the teacher is not a party, the teacher shall be granted leave reasonably sufficient to attend the proceeding to which they have been called. The teacher shall remit to the District any fees other than mileage/transportation or other reimbursement for actual expenses received from the court, or the teacher will give written authorization to the District to deduct such amount from their pay. Upon request the teacher will submit the Notice to Appear as a juror or subpoena to appear as a witness, as relevant, to the Principal.
2. Leave time will be granted if a teacher is off the island on assigned school business and unable to return to the island and school due to weather or other approved reasons subject to the following:
 - a. The Principal must be notified.
 - b. The teacher must return to school promptly after returning to the island (if school is then in session).
 - c. There is no limit on the amount of leave that may be granted for such events.
3. Each teacher shall be granted three (3) leave days per year for use as personal days. Prior approval by the Principal is required for use of these days except in cases of emergency where prior notification is not possible.

Section B – Leaves of absence without pay include the following:

1. Leaves of absence without pay may be granted to any teacher for any length of time at the discretion of the Board. Leaves of absence without pay and for two (2) days or less in duration may be granted at the discretion of the Principal and shall not necessitate approval of the Board. If the leave without pay continues for more than one (1) month the District will offer a

health plan conversion to the teacher so he/she can continue his/her health plan benefits at his/her own expense.

2. Seniority shall not accrue during such leave but may recommence from level achieved prior to leave.

ARTICLE X - PART-TIME TEACHERS

Teachers who work part-time (at least 2/5 time throughout the school year) will be paid a pro-rated salary based on the Schedule A teacher's salary schedule and are eligible for pro-rated benefits based on their FTE percentage. Benefits include pro-rated contributions toward insurance, pro-rated number of sick and personal leave days, and a pro-rated percentage of merit pay. Teachers who work less than 2/5 time throughout the school year will be paid \$25.00 per hour and are not eligible for benefits.

ARTICLE XI - NEGOTIATION PROCEDURES

In any negotiations between the parties, neither party shall have 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. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be given all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XII - TEACHER QUALIFICATIONS

Seniority shall be defined as the length of continuous service as a teacher with Beaver Island Community School. In the event of a layoff a teacher's seniority shall be frozen at the date of layoff until reactivated by recall. The same shall apply for a teacher who leaves the unit to become an administrator and later returns to the unit. The first date of continuous employment shall be used to determine seniority.

The Beaver Island Community School Principal will confirm with the Beaver Island Education Association President the official dates of hire for all bargaining unit members.

In the event of a tie in seniority or should new teachers have the same first day of employment the teachers so affected will be credited with all non-teaching service with Beaver Island Community School. Should a tie still exist the teachers so affected will participate in a drawing to be held by the Administration and the Association. Such drawing shall determine the order of seniority. The drawing shall be held during the first month of the first semester or within one month of the occurrence of the tie, whichever is shorter.

ARTICLE XIII - RIGHTS IN DISCIPLINARY PROCEEDINGS

An Association member shall be entitled to have a representative of the Association present during any meeting with the member concerning a disciplinary action. The specific grounds forming the basis for disciplinary action will be made available to the teacher.

ARTICLE XIV - GRIEVANCE PROCEDURE

Section A – A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. For purposes of this article the term “day” shall be interpreted as a calendar day. Grievances may not be filed based on layoff/recall, assignment of placement, evaluation, discipline, discharge, merit pay or other prohibited subjects of bargaining.

Section B – Any teacher or representative of the Association having a grievance shall discuss the matter with the Principal with the object to resolve it informally. A written record shall be kept and signed by the teacher and the Principal.

Section C – If, as a result of the informal discussion with the Principal, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on the form set forth in the Appendix, signed by the grievant and a representative of the Association, within ten (10) calendar days. A copy of the grievance form shall be delivered to the Principal.

Section D – Within fifteen (15) calendar days of receipt of the grievance the Principal shall meet with the grievance committee of the Association in an effort to resolve the grievance. The Principal shall indicate the disposition of the grievance in writing within ten (10) calendar days of such meeting and shall furnish a copy to the Association.

Section E – If the Association is not satisfied with the disposition of the grievance by the Principal or if no disposition has been made within the time limit, the grievance may be transmitted to the Board within fifteen (15) calendar days of the action or, if no action is taken, fifteen (15) calendar days of expiration of the time permitted for action. The Board shall within fifteen (15) calendar days or by the next regular board meeting, whichever is later, investigate and hear the grievance at a date, time and location that is mutually agreed upon by the parties involved. Disposition of the grievance in writing by the Board shall be made to the grievant with a copy of the disposition provided to the Association no later than fifteen (15) calendar days after the hearing conducted by the Board.

Section F – If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided the grievance may be submitted to arbitration within thirty (30) calendar days of the action or expiration of the time permitted for action. Such arbitration shall be before an impartial arbitrator chosen through the American Arbitration Association, whose rules shall govern the proceeding provided that the arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the determination and/or award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section G – Notwithstanding the expiration of this agreement, any claim or grievance that was pending may be processed through the grievance procedure until resolution.

ARTICLE XV - DURATION OF THE AGREEMENT

Section A – This agreement shall be effective as of September 1, 2018, and shall continue in effect until the 31st day of August 2019. Negotiations between the parties shall begin no later than six weeks prior to the expiration date. If pursuant to such negotiations an agreement on the renewal or modifications of this agreement is not reached prior to the expiration date and an impasse has not occurred as determined by the Board, this agreement shall remain in place until such agreement is reached.

Section B – Copies of this agreement will be reproduced and presented to all teachers now employed or hereafter employed.

ARTICLE XVI - CONTINUITY OF OPERATIONS

Section A – The Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with the provisions of this Article shall be cause for disciplinary action.

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

Section C – Nothing in this article shall require the Board to keep schools open in event of severe weather or act of God. When school is closed to students due to the above conditions teachers shall not be required to report for duty.

Section D – If an emergency manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

ARTICLE XVII - SCHOOL CALENDAR

Section A – The parties agree that all aspects of the school calendar, except as limited by law, are negotiable, including length of the school year and further agree that the school calendar shall be set forth in Appendix [B]. Any deviation shall be by mutual written consent.

Section B – The Board agrees that the teachers' work year will not exceed one hundred eighty-six (186) scheduled work days and that teachers will be in the classroom for instructional purposes not less than one hundred eighty (180) days. In the event the State of Michigan should require more than one hundred eighty-six (186) student instructional days in the school year, the Board and the Association agree to meet to negotiate the terms of compensation for such additional days.

Section C – In the case of school cancellation due to Acts of God, teachers shall not be required to report to work. In cases of early dismissal for the same reasons, teachers are released at the same time as the students.

ARTICLE XVIII - TEACHERS' FINANCIAL INFORMATION

The Board shall provide annually to the Association a list of teachers employed or to be employed by the Board, along with the full-time or part-time status of each teacher and their salary schedule status. The Board shall provide notification of this same information for any additions or deletions that occur during the school year.

ARTICLE XIX - LEAST RESTRICTIVE ENVIRONMENT

Section A – The Board and the Association acknowledges that the policy of least restrictive environment is legally mandated and intended in the best educational interest of the student. The parties also recognize that the extent to which any individual student with disabilities should participate in regular education programs and services must be appropriate to that student's unique needs determined by an individual educational planning committee (IEPC) on an individual basis.

Section B – Further, the parties recognize that whether any student with disabilities participation in regular education programming can be achieved satisfactorily will depend upon many factors including proper planning and coordination of the student's regular and special education programming, appropriate supportive assistance to regular education personnel (e.g., training regarding the teaching/training of the student with disabilities in the regular education classroom, access to consultative special education personnel, and provision of support personnel which would be appropriate based on individual placements) and the reasonableness of the demands placed upon regular education classroom personnel. Assistance shall be made available as needed.

Section C – Any bargaining unit member who will be providing instructional or other services to a student with disabilities in a regular education classroom setting shall be invited to participate in the IEPC which may initially place or continue the placement of the student in a regular education classroom. The student's IEPC will specify and provide all supplementary aides, support personnel,

materials and other related services deemed necessary to satisfactorily achieve educating the student in the regular education classroom.

The bargaining unit member has the responsibility of carrying out specifications of the IEPC which apply to their teaching assignment. The district shall make every reasonable effort to support the receiving teacher with necessary classroom materials and training. If any member, in writing, advises the Principal of a reasonable basis to believe that a mainstreamed student assigned to the member has a current IEPC report that is not meeting the student's unique needs as required by law, the administration shall promptly call an IEPC meeting. The member so advising the administration shall be invited to attend the IEPC meeting.

The student with disabilities' placement shall be determined to the extent permissible by law and through the IEPC in such a way as will not significantly disrupt nor have a negative impact on the educational process for either the included student or the other students in the classroom to be entered.

Section D – Except in life threatening or extenuating circumstances, no member shall be required to perform medical, hygienic or other non-instructional specialized procedures for or on students with disabilities such as but not limited to: suctioning, catheterization, diapering, or attending to any personal hygienic or medical need(s) of the student(s). Any such extenuating circumstances shall be preceded by notification to the Association that such circumstances exist and provide an opportunity for the Association and the teacher(s) who may be affected to meet and discuss the issues involved and how best to meet the needs of the student, the regular classroom, the teacher and the school district.

In such situations it is expressly understood that should the teacher agree to provide such procedures or services, he/she shall be provided with training appropriate to the situation with all expenses paid by the board.

It is further agreed that in any such event, the board shall indemnify and hold harmless, any teacher who has agreed to provide such services as described here, from liability for the performance of such services to the extent permitted by law. The same insurance, as referenced in Article VII, section G will be provided to cover these procedures.

Section E – The administration shall provide, prior to such placement whenever possible, in-service training to the teacher regarding the instruction and behavioral management of students with disabilities in the regular education classroom setting.

ARTICLE XX - MENTOR TEACHERS

Bargaining unit mentor teacher positions shall be developed as required by law to function as an advisor/resource person to probationary teachers by the employer according to the following guidelines:

1. Such mentor teachers shall be experienced teachers. It is understood and agreed that mentor teachers may also be retired master teachers or college professors as allowed by law.

2. A bargaining unit mentor teacher may have released time as approved by his/her Principal to use to observe or otherwise be available to the probationary teacher assigned.
3. The mentor teacher shall not be expected to act in a disciplinary or supervisory capacity over a probationary teacher. The mentor/mentee relationship shall remain confidential.
4. The mentor teacher shall assist the probationary teacher in planning with the Principal fifteen (15) days of professional development within the first three (3) years of employment of the probationary teacher. Such professional development may include the experiencing of effective practice linked in university professional development schools, ISD and regional or local seminars and other mentors regarding proper classroom management and instructional delivery methods.

XXI - TEACHER CONTRACT

Section A – The parties agree that every teacher may be required each school year to sign an individual contract of employment.

Section B – If any provisions 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 but all other provisions or applications shall continue in full force and effect.

Section C – This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

XXII - REOPENER CLAUSE

If the Beaver Island Community School District funding from Section 22d School Aid falls by greater than 50% or if the district's property tax revenue falls by greater than 5% the contract can be reopened, by mutual agreement.

SCHEDULE A

Beaver Island Community School MEA Master Contract Salary Schedule 2018-2019

STEP	BA up to Professional Certificate	Professional Certificate to BA +20 or MA	MA +15 or MA +NBPTS
1	\$40,400	\$45,450	\$50,500
2	\$41,208	\$46,359	\$51,510
3	\$42,032	\$47,286	\$52,540
4	\$42,872	\$48,232	\$53,591
5	\$43,730	\$49,196	\$54,663
6	\$44,605	\$50,181	\$55,756
7	\$45,496	\$51,184	\$56,871
8	\$46,406	\$52,208	\$58,008
9	\$47,335	\$53,252	\$59,169
10	\$48,282	\$54,317	\$60,353
11	\$48,282	\$55,404	\$61,560
12	\$48,282	\$56,512	\$62,791
13	\$48,282	\$57,642	\$64,046
14	\$48,282	\$58,794	\$65,327
15	\$48,282	\$59,971	\$66,634
16	\$48,282	\$61,170	\$67,966
17	\$48,282	\$62,393	\$69,325
18	\$48,282	\$63,641	\$70,712
19	\$48,282	\$64,914	\$72,126
20	\$48,282	\$66,212	\$73,569
21	\$48,282	\$67,537	\$75,041
22	\$48,282	\$68,887	\$76,542
23	\$48,282	\$70,265	\$78,073
24	\$48,282	\$71,670	\$79,634
25	\$48,282	\$73,103	\$81,227

Teachers evaluated as LESS THAN EFFECTIVE will NOT step up a year of experience for the next year if they remain at BICS.

Teachers who received a \$2,500 National Board Certification Stipend in 2015-2016 shall continue to receive such for 2018-2019.

All teachers employed in 2017-2018 shall receive their 2018-2019 step upon ratification of this agreement.

Those teachers who received a "legacy longevity stipend" in 2017-2018 shall receive the same "legacy longevity stipend" in 2018-2019.

New hires with prior years of experience will be given credit on the pay scale at the discretion of the Superintendent.

Salaries are capped at 25 year levels notwithstanding additional years of service.

BEAVER ISLAND EA
GRIEVANCE REPORT FORM

Grievance Number _____

- Distribution Form: 1. Superintendent
 2. Immediate Supervisor
 3. Association
 4. Member

Submit to Immediate Supervisor in duplicate.

Assignment	Name of Grievant	Date Filed

STEP I

Step I: Oral Discussion between any teacher or representative of the Association having a grievance shall discuss the matter with the Principal with the object to resolve it informally. A written record shall be kept and signed by the teacher and the Principal.

STEP II

Step II: If, as a result of the informal discussion with the Principal, a grievance still exists, the teacher may invoke a formal grievance procedure through the Association on the form set forth below, signed by the grievant and a representative of the Association within 10 calendar days. A copy of this grievance form shall be delivered to the Principal. Within 15 calendar days of receipt of the grievance, the Principal shall meet with the grievance committee of the Association in an effort to resolve the grievance. The Principal shall indicate the disposition of the grievance in writing within 10 calendar days of such meeting and shall furnish a copy to the Association.

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

3. Contract Section and Number of Alleged Violation _____

Signature _____

Date _____

(If additional space is needed in reporting Part B1 and 2 of Step I, attach additional sheet.)

C. Disposition by Immediate Supervisor _____

Signature _____

Date _____

D. Position of Grievant and/or Association _____

Signature _____

Date _____

STEP III

Step II: If the Association is not satisfied with the disposition of the grievance by the Principal or if no disposition has been made within the time limit, the grievance may be transmitted to the Board within 15 calendar days of the action or, if no action is taken, 15 calendar days of expiration of the time permitted for the action. The Board shall, within 15 calendar days, or by the next regular board meeting, whichever is later, investigate and hear the grievance at a date, time, and location that is mutually agreed upon by the parties involved. Disposition in writing by the Board shall be made to the grievant with a copy of the disposition provided to the Association no later than 15 calendar days after the hearing conducted by the Board.

A. Date Received by School Board Secretary or Designee _____

B. Disposition by Board _____

Signature _____

Date _____

C. Position of Grievant and/or Association _____

Signature _____

Date _____

STEP IV

Step IV: If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided, the grievance may be submitted to arbitration within 30 calendar days of the action or expiration of the time permitted for action. Such arbitration shall be before an impartial arbitrator chosen through the American Arbitration Association, whose rules shall govern the proceeding provided that the arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties shall agree to be bound by the determination and/or award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.


A. Date submitted to Arbitrator _____

B. Disposition and Award of Arbitrator _____

Signature _____

Date _____

WITNESSETH



Superintendent/Principal

8/30/18
Date



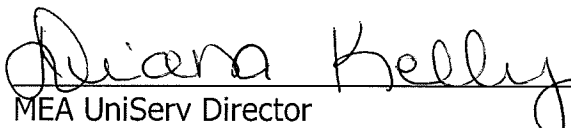
BIEA Co-President/Negotiator

8-30-18
Date



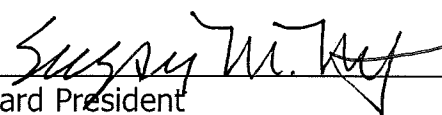
BIEA Co-President/Negotiator

08-30-18
Date




MEA UniServ Director

8-30-18
Date




Board President

8-30-18
Date



Board Secretary

8-30-18
Date



Board Treasurer

8-30-18
Date