

MASTER AGREEMENT

between the

BOARD OF EDUCATION

of the

**MCBAIN RURAL AGRICULTURAL SCHOOL
DISTRICT**

and the

MCBAIN BOARD OF EDUCATION

2015-2017

MCBAIN EDUCATION ASSOCIATION

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

WITNESSETH

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

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

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379 Public Acts of 1965, for the following certified personnel employed by the school: K-12 classroom teachers, guidance counselors, librarians, remedial reading teachers, remedial math and resource room teachers; but excluding per diem substitutes, administrative, supervisory and executive personnel.
- B. The Board agrees not to negotiate with any teachers’ organization other than the Association for the duration of this Agreement.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation or professional activities and the right to refrain from such activities. The Board undertakes and agrees not to directly or indirectly discourage, deprive or coerce any teacher from enjoying any rights conferred by the Act or other State or federal legislation: that it will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association including collective bargaining or negotiations with the Board, filing of any grievance or a complaint which may proceed from the terms or conditions of this agreement or for the lack of participation in the Association.
- B. The Association and its representatives shall have the right to use school buildings upon written request providing normal school operations are not interrupted and prior approval from the Superintendent or designated representatives is provided.

- C. The Association shall have the right to use school facilities and equipment including technology, duplicating equipment, and all types of audiovisual equipment for Association business. The Association shall pay the school's cost for all materials and supplies incidental to such use, and damage to equipment not resulting through normal use of the equipment. The Association shall also have the right to use the District's electronic hardware, software (excluding stored data), and shall reimburse the District for any cost of materials and supplies and damage to the equipment.
- D. The Board will furnish to the Association legal public information regarding the financial resources of the District and public information allowed by the Freedom of Information Act or PERA which may be necessary for the Association to process grievances and to conduct negotiations as defined by the Michigan Employment Relations Commission. The Association shall pay the cost for compiling and copying as provide by the Freedom of Information Act ("FOIA").
- E. The Board agrees to be an equal access, equal opportunity employer.

ARTICLE III

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers rights, authority, duties and responsibilities conferred upon and vested in it by the school code, and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include by way of illustration and not by way of limitation, the right:
 - 1. To exercise the executive management and administrative control and operation of the school system, its properties and facilities and of the professional employees of the McBain Rural Agricultural School.
 - 2. To continue its rights, policies, and practice of assignment and directions of its personnel, determine the number of personnel and scheduling of all the foregoing, establish, modify or change school hours or days but not in conflict with the specific provisions of the Agreement.
 - 3. To determine services (received and rendered), supplies and equipment necessary to continue its operation. Also to determine all methods and means of distributing the above and establishing standards of operation. Determine the means, methods and processes or carrying on the function of the school district including automation or subcontracting thereof or changes therein.
 - 4. To hire all professional employees, and subject to the provisions of this contract and of the law, to determine their qualifications including physical and/or mental conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees; to determine the size of the professional staff, and to lay off employees.

5. To establish and determine grade levels, courses of instruction, including special programs, student evaluation criteria and to provide for athletic, recreational and social events for students.
 6. To cause the pupils attending school in McBain to be taught in such schools or departments as it may deem expedient.
 7. To initiate and carry out procedures by which teaching contracts are not renewed according to the provisions of the Michigan Tenure Act.
 8. To carry on an evaluation of program and to evaluate the effectiveness of individual teacher performance.
 9. To initiate and carry out the means of obtaining financial support for the school district.
- B. The exercised of the foregoing rights, authority and discretion shall be limited only by the terms of this agreement and then only to the extent that such terms hereof are in conformance with the Constitution and laws of the United States and the State of Michigan.

ARTICLE IV

TEACHING HOURS AND CLASS LOADS

- A.1. Secondary teachers shall have unassigned planning time of at least 235 minutes per week on a normal weekly schedule.
2. Elementary teachers, grade K-4, shall have unassigned planning time of at least 235 minutes per week on a normal weekly schedule. The administration will schedule blocks of planning time of at least 20 minutes in duration. Special activities, assemblies, field trips, conferences or other schedule adjustments not regularly scheduled may reduce the total weekly planning time.
3. Teachers in the elementary school who must substitute for a teacher who is normally assigned to instruct their students in specialized classes (e.g., music, physical education, art,) shall be compensated for substitution time. This compensation shall be 1/6 of the hourly rate of Step 9 of the BA+18 salary amount for each ten (10) minute block of student supervisory time.
4. The administration recognizes the demand on time for special education reports and planning. Principals may approve time dedicated for completing reports and planning. Special education teachers must present the request at least four (4) working days in advance.
5. The board will authorize the use of up to three (3) full days of compensatory time per teacher, per year in lieu of sub pay with the sole authority for approval/disapproval resting with the administration. In addition, compensatory time may be used before or after a

scheduled break time. Up to five (5) teachers (K-12) may request the use of compensatory time before or after a scheduled break on a first-come, first-serve basis. Any unused comp time will be rolled over into the next calendar year. Compensatory time must be used in full day (7 period) increments.

B.1. The Association and Board of Education recognizes the necessity of fulfilling mandated legislation which requires a specified number of instructional hours and will cooperate to insure fulfillment of legislative requirements to receive full state aid payments.

2. In the event State requirements for instructional time cannot be satisfied by the defined schedule, additional days of instruction will be scheduled or elementary teachers will be scheduled to supervise recess duties on an alternating basis or some other mutually agreeable alternative will be implemented. The recess assignment will be based upon joint approval of the Association and the Board.

3. The administration will be sensitive to individual conflicts and will seriously work with all classroom teachers to satisfy planning time needs.

C. Teachers will be granted a duty free lunch period of not less than thirty-five (35) minutes. This duty free lunch period shall not include time needed by the teachers to accompany classes to the lunch line.

1. K-8 teachers will accompany their class to the lunch line.

2. Elementary teachers are expected to provide supervision during the afternoon recess period when students are kept inside because of inclement weather. Teacher shall earn 1/15 of a compensatory day for each inside recess supervised.

D. If a teacher is requested by an administrator and volunteers to regularly teach more than the normal hours as set forth in this article, he/she shall receive additional compensation at one (1) times his/her hourly rate for each period in excess of such hours. Teachers who opt to receive pay for substituting for another teacher shall receive compensation at the rate of one-sixth (1/6) of the hourly rate of the Step 9 BA+18 salary amount for each ten (10) minute block of substitution time. Teachers may elect to receive pay or compensatory time.

E.1. The parties agree that class size should be kept at levels that would support student growth and achievement and that class size should be lowered whenever possible. Principals will inform the board if the following classroom levels are exceeded following the Fall count day: Elementary classrooms grades K-1 (22), grades 2-3 (25), grades 4-8 (27) and in grades 9-12 (30). Principals will also notify the Superintendent and the Board if class sizes fall below 17 students at any time during the school year. In addition, anytime class sizes increase past the recommended levels, teachers will receive a letter to acknowledge a less than ideal environment for achievement.

2. The Board agrees to seek balanced work loads for teachers receiving mainstreamed students having IEPC evaluations.

- F.1. The length of the teacher workday shall not start before 7:55 a.m. and shall end by 3:10 p.m. unless the Board and Association agree to the change. Both parties agree to meet time requirements for full State Aid. Each teacher's workday schedule shall be unbroken.

The Association agrees to give McBain Rural Agricultural Schools thirty (30) additional hours of professional development opportunities to be scheduled over two (2) years for the purposes of technology and instructional improvement. Association members may, upon preapproval by the administration, utilize and be credited for professional development opportunities outside of those offered by the Administration.

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

- G. In the event of severe inclement weather or when otherwise prevented by an Act of God and schools are closed to students due to an Act of God, teachers shall not be required to report for duty.

The Board shall have the right to reschedule, at a later date, any days of instruction required by law so as to qualify the school district for full state aid. The Association will be informed prior to the Board making its decision on when days will be rescheduled. The rescheduling of such days shall not entitle employees to additional compensation.

- H. Extra days which exceed defined teacher work days for the fulfillment of school improvement, as approved by the administration, will be compensated at the daily rate of a substitute teacher. Extra days shall be defined as days not included in the school calendar.
- I. The Association and the Board recognize that administrative staff meetings are important and necessary. Teachers are expected to attend meetings that are called prior to, during or after the school day.

Bargaining unit members shall not be required to provide custodial care (i.e., diaper changes, blood cleanup, bathing), health services nor dispense medicine except in emergencies determined by the unavailability of the person assigned to those duties. Training will be provided for teachers who are given classroom assignments which include students requiring custodial care or health services.

- J. Every effort will be made to notify affected teachers of class assignments no later than one (1) week before teacher supply orders are due in the spring. Affected teachers who have

submitted supply orders and then subsequently had their assignment changed, shall be able to modify the supply order within ten (10) business days to meet the necessities of the new assignment.

ARTICLE V

TEACHING CONDITIONS

- A. The Board agrees to maintain an adequately furnished work room for use by the Board and its employees.
- B. The Board shall designate two (2) restroom facilities to be used exclusively by employees of the Board during school hours.

ARTICLE VI

LEAVE PROVISIONS

- A. **Illness And Disabilities**

At the beginning of each school year the teacher shall be credited with ten (10) days, credited at one day per month worked, of personal sick leave allowance to be used for absence caused by illness, disability, or doctor appointments of employee or his/her spouse, household dependents or parents. If a teacher works less than a full school year, sick leave shall be prorated based upon the year worked. The unused portion of such allowance shall accumulate from year to year to a maximum of one hundred ten (110) days.

- B. **Personal Leave**

Up to two (2) days of sick leave allowance, or an accumulation of three (3) days due to the annual carryover of an unused personal day, may be used for personal leave. An unused personal day may only be carried over from the prior year, and is possible only when 0 or 1 personal day has been used in the prior year. Except in emergencies, the teacher taking leave hereunder shall give the appropriate principal written notice of their intention to take this leave at least five (5) calendar days in advance of the proposed absence. Personal leave days cannot be used the day preceding or the day following a scheduled school vacation break. Documented emergencies will be considered on a case-by-case basis. Unapproved personal days, under these guidelines, will result in a per diem pay deduction.

- C. **Funeral**

Employees may use up to a maximum of three (3) paid funeral leave days per death in the immediate family. Personal leave days may also be used for attendance at funerals. A maximum of six (6) teachers, four (4) of which may come from either elementary or secondary, may use a personal leave day for a funeral on any given day. An extension of at least three (3) personal leave days will be granted in case of death in the immediate

family and such additional time will be deducted from the teacher's unused sick leave allowance. The immediate family is defined as: spouse, children, siblings, parents, grandparents, daughter-in-law, sister-in-law, son-in-law, father-in-law, mother-in-law and brother-in-law. (Applies to both employee and spouse).

D. Prolonged illness or Disability

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

E. Unpaid Leave of Absence

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

- a. Study related to the teachers certified field. This leave of absence will be considered for the maximum length of one (1) year only.
 - b. Other leaves of absence may be granted without pay, in the sole discretion of the Board, upon receiving from the requesting teacher in writing the purpose of the leave of absence, the probable advantage to the school district, the length of requested leave, and such other information as will assist the Board of Education in making a decision concerning whether to grant the leave of absence.
5. During said leave of absence such teacher's seniority shall remain unbroken despite such leave and past accumulated sick leave shall not be canceled.
- G. The Sick Leave Bank is intended to provide each participating Bargaining Unit Member with comprehensive protection from financial burden imposed by prolonged disability, long-term illness, disability accident or the same chronic recurring illnesses. Each participating bargaining unit member shall donate a maximum of one (1) sick day per year. A member shall have the option to withdraw from the Sick Leave Bank by submitting a written letter to the Superintendent's Office stating his/her wish to do so by September 15th. The Board of Education will match the contributed sick days until the sick leave bank reaches a total of ninety (90) days in one (1) year. All contributions and memberships are determined on an annual basis. The superintendent will review applications for using the sick leave bank before approving individual requests. The Superintendent's Office, upon request by the Association, agrees to provide the Association with an annual accounting (who applied, how many days applied for, and Superintendent's disposition) of the Sick Leave Bank.
- H. Association Days
- A total of two (2) days leave may be granted to the McBain Education Association (MEA) for attendance by its officers at meetings. These days will be non-cumulative and it is understood that the MEA will reimburse the district for the cost of hiring a substitute and the employees retirement for all these Association days used.

ARTICLE VII

TEACHER EVALUATION

An opportunity will be afforded the teacher to sign the evaluation acknowledging review of the evaluation with an administrator. Two copies will be kept by the administration, at least one of which will be kept in the permanent file of the teacher located in the Superintendent's Office and one (1) copy will be retained by the teacher.

Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration. 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. Participation as a mentor teacher shall be voluntary.

ARTICLE VIII

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with rules, regulations, and by the Board or its representatives which are consistent with the provisions of this agreement.
- B. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, deficiencies in professional performance, or contractual violations reflect adversely upon the teaching profession and create undesirable conditions in the school building.

ARTICLE IX

PROFESSIONAL IMPROVEMENT

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

The Board will pay one hundred fifty (\$150) per hour for classes taken after eighteen (18) semester hours beyond the BA or continuing certificate, whichever comes first. These classes must be approved by the Superintendent and must apply to the teacher's present or projected future teaching/administrative assignment. Teachers must receive a minimum grade of "B" to receive reimbursement. The maximum Board contribution (total staff pool) shall be six thousand dollars (\$6,000) each year. All requests for reimbursement of tuition, with proof of successful passing of the class, shall be made in writing to the Superintendent and be submitted not later than June 1st of a school year. Reimbursement for classes taken during the summer may be submitted for approval during the subsequent school year. A tally will be provided, on request, of the total credit hours currently approved for the fiscal year. The payment shall be made to all qualifying requests submitted by June 1st. If requests exceed the six thousand dollar (\$6,000) amount allowed by contract, the total amount shall be prorated on a credit hour basis by dividing the total hours of credit payment requested into the amount and paying that amount per credit hour to all approved requests. A six (6) semester hour limit per applicant per year will exist.

Any unused graduate credit subsidy mentioned above will be used on a prorata basis to help defray tuition costs of teachers who have less than eighteen (18) hours of graduate credit. A six (6) semester hour limit per applicant per year will exist at \$150 per semester hour.

ARTICLE X

CONTINUITY OF OPERATIONS

- A. The Association agrees that it will not, during the term of this agreement, directly or indirectly engage in any strike against the Board.
- B. The parties agree that they will not, during the term of this Agreement directly or indirectly, engage or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE XI

PROFESSIONAL COMPENSATION

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

All qualifying teachers may be given full credit on the Salary Schedule set forth in Appendix A for up to nine (9) years of outside teaching experience.

- B. The daily rate of pay for teachers shall be calculated by dividing the teacher's salary by the number of "contract" days for the year.
- C. Teachers involved in extra duty assignments, as outlined in Appendix B, shall be compensated in accordance with the provisions in this Agreement.
- D. Teachers required to use personal transportation to fulfill work responsibilities shall be reimbursed at the federal mileage reimbursement rate per mile with administrative approval.

ARTICLE XII

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibilities to provide administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize their responsibility to demand student discipline standards in accord to Board policy and student handbook guidelines. Teachers also recognize their responsibility to follow district policy and Board expectations regarding care of District property and supervision of students. If a teacher is sued because of disciplinary or supervisory action taken by the teacher against a student, the Board, upon determination that the teacher has acted within the scope of Board and administration policy, will provide legal counsel for the teacher's defense provided the teacher is not covered by professional responsibility insurance or other insurance policies then in force.

- B. In an effort to prevent serious discipline problems, it shall be the responsibility of the teacher to report to the principal any problem student who, in the opinion of the teacher, would benefit by professional counseling. The teacher shall, upon request, be advised by the principal as to the disposition of the teacher's report.
- C. Any case of assault upon a teacher, which had its inception in a school-centered problem, shall be reported immediately in writing to the Superintendent or Principal, who will in turn report to the Board. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance. Reasonable assistance will not include preparation for trial or defense for trial. It may include an interview with the Board-employed attorney to explain the teacher's rights to the teacher, but shall not include an obligation for representation by the Board attorney. The Board will provide legal counsel and render all necessary assistance to any teacher, limited only to the extent of the errors and omissions contract, who has been sued while performing duties which are in accord to Board policy.
- D. Time lost by a teacher in connection with any incident or civil or criminal action against the student mentioned in this Article shall not be charged against the teacher if the teacher acted in accord to Board policy.
- E. Written complaints against a teacher shall be called to the teacher's attention by the administrator.

ARTICLE XIII

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of this Agreement may be processed as a grievance as hereinafter provided.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - 1. The termination of services of or failure to re-employ any teacher.
 - 2. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.
 - 3. Any matter involving teacher evaluation.
 - 4. Any prohibited subject of bargaining, including but not limited to layoff and recall; assignment and placement; discipline and discharge; and merit pay.
- C. The Association shall designate one (1) representative to handle grievances when requested by the grievant. The Board hereby designates the appropriate grade level principal to act as its representative at Level One as hereinafter described and the Superintendent and his/her designee.

- D. The term “days” as used herein shall mean calendar days.
- E. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall be specific.
 3. It shall contain a summary of the facts giving rise to the alleged violation.
 4. It shall cite the section or sub-sections of this contract alleged to have been violated.
 5. It shall contain the data of the alleged violation.
 6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- F. Level One - A teacher believing himself/herself wronged by an alleged violation of the express provisions of this contract shall within fifteen (15) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. If the grievance involves more than one school building or administrator, it may be filed with the superintendent or a representative designated by him/her.

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

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

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

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

with express written consent of the Association shall final determination of the grievance be made by the Board more than one month after the initial hearings.

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

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

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

ARTICLE XIV

NEGOTIATION PROCEDURES

- A. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of the negotiations. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement.
- B. There shall be three (3) signed copies for the purposes of record: One (1) retained by the Board, one (1) by the Association and one (1) by the Superintendent.

ARTICLE XV

BOARD - TEACHER RELATIONSHIPS

- A. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement.
- B. This Agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. State legislation supersedes this agreement.
- C. Copies of this Agreement titled "Professional Agreement between the McBain School District and the McBain Education Association (MEA/NEA)" shall be printed by the Board. One copy of the agreement will be made available to all teachers within thirty (30) days after the agreement is ratified by both parties.

- D. The Board will follow the Wexford-Missaukee common calendar. The school calendar is set forth in Appendix C, which is attached to and incorporated in this Agreement.
- E. The responsibility of approving the curriculum shall rest with the Board of Education. The Board shall hear the teacher review and evaluation of proposed curriculum.

ARTICLE XVI

REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

Efforts shall be made to give thirty (30) calendar day's written notice to teachers subject to a layoff.

ARTICLE XVII

VACANCIES AND TRANSFERS

- A. Requests by a teacher for transfer to a different class, building or position shall be made in writing to the principal. The application shall state the reasons for requesting transfer and the applicant's qualifications.
- B. When vacancies occur, the superintendent shall notify the Association President and all teachers of vacancies by email and by posting the vacancy on the district's website.

ARTICLE XVIII

RETIREMENT INCENTIVE

- A. For teachers with at least twenty (20) years of service as of July 1, 2013, with the McBain Rural Agricultural School will purchase up to three years of universal service credit, not to exceed Twenty Thousand Dollars (\$20,000) prior to June 30, 2016 and Fifteen Thousand Dollars (\$15,000) after June 30, 2016, from the Michigan Public School Employees Retirement System under the following circumstances:
 - 1. Teachers must notify the Board in writing by February 15 of the intent to retire.
 - 2. No payment to MPSE's shall be made for a teacher until an irrevocable letter of resignation is received from the teacher and accepted by the Board of Education.
 - 3. Teachers eligible to receive this retirement purchase incentive include those teachers who have taught no less than fifteen years for the McBain Rural Agricultural School District Board of Education.
 - 4. Teachers who are three years from eligible retirement (30 years of service credit) will receive three purchased years, teachers two years from eligible retirement will receive two purchased years and teachers one year from eligible retirement will receive one purchased year. Teachers who opt to work thirty years of service or beyond, are not eligible for the early retirement incentive. Years of eligibility for retirement purchase

will be calculated to the nearest tenth. Proof of eligibility from the Office of Retirement Services must be submitted to the Superintendent's Office.

5. The Board agrees to purchase the years of service credit by payment made directly to MPSERS as a direct "pick-up" contribution providing that MPSERS will accept payment of direct contribution on a pre-tax basis and also on the condition that the IRS will allow such payment on a pre-tax or non-taxable basis. Employees are responsible for employee related taxes.
6. The Board may limit the early retirement offering to four per year. If more than four teachers make application, teachers with greatest seniority shall receive first consideration.
7. The Employee shall sign a waiver and release pursuant to the Older Workers Benefit Protection Act.

B. Accumulation Benefit

Upon retirement, bargaining unit members who have not used the early retirement incentive and who have been members of the McBain Rural Agricultural school system for more than 20 years as a teacher will receive \$325 for each year of service beyond 20 years.

ARTICLE XIX
INSURANCE

- A. Upon submission of written application, the Board will pay 80% of the premium amount for teachers that opt for SET/SEG's BC/BS Simply Blue PPO HSA plan as well as 80% of the deductible card. The Board will also pay 80% of the employee's dental and vision premium.

The Board shall fund 80% of the applicable IRS minimum deductible for the high deductible plan selected by the teacher for medical insurance and the medical insurance premium. For those selecting the HSA plan, the Board shall fund the deductible on a monthly basis. The Employee may request the Board prefund the deductible to 80% for the affected subscriber in unusual circumstances.

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

Any medical insurance expenditures in excess of the employer's 80% contribution for all attributed medical insurance expenditures as permitted by the Publicly Funded Health Insurance Contribution Act shall be subject to payroll deduction.

Individuals employed on a part-time basis will be eligible for the above-mentioned insurance benefits on a prorated basis; e.g., a half-time teacher will be eligible for one-half (1/2) of the

Board contribution for health insurance, provided the employee works at least ½ time, and subject to written application and payment of the balance through authorized payroll deduction.

The Board subsidy is terminated when an employee is covered under another group health care program or terminates his or her position through resignation, discharge or retirement, or is on any type of unpaid leave of absence and not on the payroll of the Employer. Employees who have worked the full school year will be covered with this health care program for a full twelve (12) month period. Retirement insurance plans become effective on date of retirement.

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

It is not acceptable for a double enrollment, double premium for the same persons in the same or similar program. This could occur in the same school system or in two different school systems. It might also occur between a business and school system. Example: Husband has full family Blue Cross.

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

- B. Upon submission of written application, the Board will provide forty-thousand dollars (\$40,000) Life Insurance with AD&D coverage for each teacher.
- C. Upon submission of written application, the Board will provide sixty-six and two-thirds (66 2/3%) LTD salary protection insurance 90 calendar days modified fill, pre-existing condition waiver.
- D. Upon submission of written application, the Board will provide BCBSM Blue Dental PPO 100/80/60/50 dental insurance coverage including sealants including \$1,500 ortho coverage for dependents 18 or under. The Board will name the carrier and coverage will include internal and external coordination of benefits.
- E. Vision coverage equivalent to SET/United Health Care Plan 2 with the Board naming the carrier and coverage will include internal and external coordination of benefits.
- F. Those teachers who do not select health insurance may apply (the actual health single rate) a subsidy two hundred twenty dollars (\$220) towards a Tax Sheltered Annuity, carrier to be mutually determined.

The Board will provide an IRS approved Section 125 Plan that will at least provide a premium conversion option for employees who choose health insurance coverage and a cash option for those employees who do not choose health insurance coverage.

G. During a leave of absence such teacher shall receive no insurance benefits at Board expense, except as required by law, but may elect to continue insurance benefits by paying the premiums at the payroll office. This section is contingent upon approval by the respective insurance carrier.

ARTICLE XX

DURATION

- A. This Agreement shall be in effect for the period beginning _____, 2015 and ending on _____, 20__.
- B. For the purpose of renegotiating the Master Contract at the end of its expiration the Association will approach the Superintendent before July 30, 20__.
- C. If an emergency financial 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).

MCBAIN EDUCATION ASSOCIATION

MCBAIN BOARD OF EDUCATION

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary

Date Ratified _____

Date Ratified _____

APPENDIX A

SALARY SCHEDULE

2015-2016

STEPS	15/16 BA	15/16 BA+18	15/16 MA
1	37,175	39,303	41,808
2	38,919	41,223	43,601
3	41,835	43,096	45,394
4	44,171	44,682	47,193
5	44,582	46,504	48,992
6	46,104	48,833	50,835
7	47,907	50,960	53,053
8	49,712	53,066	55,050
9	51,518	54,920	57,158
10	53,331	57,282	59,267
11	56,065	59,607	62,613
16	59,249	62,289	65,941
21	62,027	64,233	66,780

*The 2015-2016 salary schedule reflects a .25% increase from 2014-2015.

*For 2015-2016 eligible employees shall receive 1 step.

*For 2016-2017 eligible employees shall receive 1 step.

*For 2015-2016 and 2016-2017 any employee who moves to step 12-15 or step 17-step 20, and step 22 and above shall receive a 1% off schedule payment.

2016-2017

STEPS	15/16 BA	15/16 BA+18	15/16 MA
1	37,175	39,303	41,808
2	38,919	41,223	43,601
3	41,835	43,096	45,394
4	44,171	44,682	47,193
5	44,582	46,504	48,992
6	46,104	48,833	50,835
7	47,907	50,960	53,053
8	49,712	53,066	55,050
9	51,518	54,920	57,158
10	53,331	57,282	59,267
11	56,065	59,607	62,613
16	59,249	62,289	65,941
21	62,027	64,233	66,780

APPENDIX B

EXTRA DUTIES SCHEDULE

All Schedule B stipends will be based on the BA salary schedule frozen at the salary steps.

Varsity Cheerleading (4% Fall, 4% Winter)	8%	Ass't Track	5%
		Middle School Girls Track*	3.5%
JV Cheerleading* (3% Fall, 3% Winter)	6%	Middle School Boys Track*	3.5%
		Cross Country	3.5%
Head Football	12%	Varsity Volleyball	10%
Varsity Ass't Football	8%	JV Volleyball	8%
Head JV Football	9%	Freshman Volleyball	5%
Ass't JV Football	6%	Softball	9%
Freshman Football*	5%	JV Softball	6%
Girls Varsity Basketball	12%	Baseball	9%
Girls JV Basketball	9%	JV Baseball	6%
Girls Freshman Basketball	5%	Yearbook Advisor*	6%
Girls 8 th Basketball**	4% or 4.5%	Class Sponsors:	
Girls 7 th Basketball**	4% or 4.5%	12 th	2%
Boys Varsity Basketball	12%	11 th	1%
Boys JV Basketball	9%	10 th	0.75%
Boys Freshman Basketball	5%	9 th	0.5%
Boys 8 th Basketball**	4% or 4.5%	Choir Director	9.75%
Boys 7 th Basketball**	4% or 4.5%	Band Director	9.75%
Golf	7%	Elementary Music	2%
Forensics (one coach)	3%		
Boys Track	9%		
Girls Track	9%	Debate (one coach)	3%
Student Council	1%	National Honor Society	1%

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

**4% for coaching one team or 4.5% for coaching two teams.

JV Cheerleading – requires annual approval by administration for both basketball and football teams.

Freshman Football – requires annual administrative approval.

Middle School Track (girls and boys) – to be annually approved by administration.

Mentor Teacher \$75 (First year only)

Industrial Arts Teacher \$1,000/year (for all cleaning and competition)

School Improvement Chairs \$1,500/year

Technology Integration Coach \$1,500/year

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

Timer, Scorer, Ticket Sales:

One game per night \$10.00

Two games per night \$14.00

Event Supervisor (assigned as needed with administration approval):

Per event \$15.00

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

Special Note: Each position will review responsibilities, roles and scope throughout the course of the year.