

MCBAIN RURAL AGRICULTURAL SCHOOL

MASTER CONTRACT

2008-2011

between

MCBAIN BOARD OF EDUCATION

and

MCBAIN EDUCATION ASSOCIATION

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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. As a duly elected body exercising governmental power under the laws of the State of Michigan, 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.
- 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.
- E. The Board agrees to be an equal access, equal opportunity employer.

ARTICLE III

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers rights, authority, duties and responsibilities conferred upon and vested in it by the school code, and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include by way of illustration and not by way of limitation, the right:
1. To exercise the executive management and administrative control and operation of the school system, its properties and facilities and of the professional employees of the McBain Rural Agricultural School.
 2. To continue its rights, policies, and practice of assignment and directions of its personnel, determine the number of personnel and scheduling of all the foregoing, establish, modify or change school hours or days but not in conflict with the specific provisions of the Agreement.
 3. To determine services (received and rendered), supplies and equipment necessary to continue its operation. Also to determine all methods and means of distributing the above and establishing standards of operation. Determine the means, methods and processes or carrying on the function of the school district including automation or subcontracting thereof or changes therein.
 4. To hire all professional employees, and subject to the provisions of this contract and of the law, to determine their qualifications including physical and/or mental conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees; to determine the size of the professional staff, and to lay off employees.
 5. To establish and determine grade levels, courses of instruction, including special programs, student evaluation criteria and to provide for athletic, recreational and social events for students.
 6. To cause the pupils attending school in McBain to be taught in such schools or departments as it may deem expedient.
 7. To initiate and carry out procedures by which teaching contracts are not renewed according to the provisions of the Michigan Tenure Act.
 8. To carry on an evaluation of program and to evaluate the effectiveness of individual teacher performance.
 9. To initiate and carry out the means of obtaining financial support for the school district.
- B. The exercised of the foregoing rights, authority and discretion shall be limited only by the terms of this agreement and then only to the extent that such terms hereof are in conformance with the Constitution and laws of the United States and the State of Michigan.

ARTICLE IV

MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- A. Any Association members may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1. United (MEA, NEA, and local) Association professional dues shall be deducted by the Board in twenty (20) equal installments, beginning with the first regular pay period for each school year and continuing until the full amount of dues for the United Profession have been collected.
- B. Payroll deduction plans will be considered and implemented by mutual agreement.

C.1. All bargaining unit member employees prior to 2000-2001 are exempt from the obligation of paying a service fee. All bargaining unit members employed as new bargaining unit members beginning with 2000-2001 will be required, as a condition of employment, to (1) join the Association or (2) pay a service fee pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph A. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure below.

Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

2. The procedure in all cases of nonpayment of the service fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is to be effected.
 - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph (a) above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
 - d. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member whose wages have been subject to involuntary deduction under this Article. If a court having competent jurisdiction over the area of McBain Rural Agricultural School rules the indemnification or save harmless provisions to be unenforceable, the obligation to collect involuntary deductions for service fees as outlined in Section A shall cease.
3. Pursuant to Chicago Teachers' Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
4. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or nonpayment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

ARTICLE V

TEACHING HOURS AND CLASS LOADS

- A.1. Teachers in the Middle School and High School shall have five (5) unassigned preparation periods per week, unless teacher absences necessitate using teachers as substitutes where no suitable substitutes are available. The daily unassigned preparation period shall be no less than 47 minutes in duration. The board will authorize one (1) full day of compensatory time per teacher, per year in lieu of sub pay, with the sole authority for approval/disapproval resting with the administration. Compensatory time must be used in full day (7 period) increments.
 2. Elementary teachers, grade K-5, shall have unassigned planning time of at least 240 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.
- 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 at the elementary level 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 through the lunch line.
1. Teachers will accompany their class through the lunch line.
 2. During inclement weather teachers will be assigned supervising responsibilities.
 - a. Elementary teachers are expected to provide supervision during the afternoon recess period when students are kept inside because of inclement weather.
 - b. Secondary teachers will have a duty free lunch period except when they are assigned supervisory duties of hallways. Secondary teachers will be scheduled on a rotational basis for hallway duty. Middle School and High School teachers shall have a daily duty free lunch period of not less than twenty-five (25) minutes.
- 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.

- E.1. Because the pupil teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible to a maximum of 30 students. Elementary classrooms which contain more than 24 students in grades K-2, or more than 27 students in grades 3-5, as assigned by official class list will be considered for additional aide time. Following the 4th Wednesday fall and winter count days, the principals will meet in consultation with the Association President and appropriate grade level representatives to discuss student classroom assignments. The principal shall make recommendations for changes to the superintendent.
- E.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 remain the same as past practice 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.
- F.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 liability for student supervision shall not include a period of time more than ten (10) minutes prior to the time the first classes of the day are scheduled to begin and not later than 15 minutes after dismissal of the last class of the day except for teachers who are in charge of student activities (basically extracurricular activities). However, it is recognized by both parties that professional staff members are encouraged to take positive action and assist with student supervision when the need arises.
- G. In the event of severe inclement weather or when otherwise prevented by an Act of God and schools are closed to students due to 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. Secondary teachers will be required to accommodate supervision of students viewing Channel One. If discontinued, Channel One time will be incorporated into a schedule which satisfies attendance audit standards. The description of this supervised time will be mutually agreed upon between the Association and Board.
- I. 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.
- J. The Association and the Board recognize that administrative staff meetings are important and necessary. Teachers are expected to attend meetings that are called prior to, during or after the school day. The teachers obligation to these meetings is not to exceed one per month.
- 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.
- L. Elementary teachers who will be affected by a change in grade assignment and by changes in subject assignment in the secondary grades will be notified as soon as possible. Every effort will be made to notify affected teachers no later than one (1) week before teacher supply orders are due in the spring.

ARTICLE VI

TEACHING CONDITIONS

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

ARTICLE VII

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional, continuing or permanent certificate, providing a teacher so qualified is available.
- B. Teachers may be employed in individual contracts based on special certificate only in case of necessity or where the teacher has outstanding credentials, and the Association shall be so notified.

ARTICLE VIII

LEAVE PROVISIONS

- A. **Illness And Disabilities**

At the beginning of each school year the teacher shall be credited with twelve (12) days 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. The unused portion of such allowance shall accumulate from year to year to a maximum of one hundred twenty (120) days. Teachers hired after the 2008-2009 school year shall receive eight (8) sick days per year that may accumulate to ninety (90).

- 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 and/or the Falmouth Elementary school system for more than 20 years will receive \$325 for each year of service beyond 20 years.

- C. **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.

- D. **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).

E. 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.

F. Unpaid Leave of Absence

1. All requests for unpaid leaves shall contain the dates the teacher wishes the leave to begin and end. The Board may, in its discretion, grant an unpaid leave of absence for up to one year.
2. If a teacher has exhausted all available sick leave and a physician's statement has been presented to the Board certifying that the teacher is still not physically or mentally able to return to his/her regular teaching position, the Board shall place said teacher on a leave of absence for up to one (1) year 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. 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.

G. Sick Leave Bank

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 for all these Association days used.

ARTICLE IX

TEACHER EVALUATION

- A. Non-probationary teachers shall be evaluated formally at least once every three years and set goals annually with their assigned administrator. The evaluation will be based upon at least two (2) thirty (30) minute classroom visitations and will be completed prior to May 1st. A personal interview will be held by the evaluator with each tenure teacher within five (5) working days from each visitation, except by mutual agreement in writing, the time may be extended up to ten (10) working days.

If a tenured teacher receives an overall unsatisfactory performance rating in any area after a classroom visitation, the evaluator shall indicate areas of unacceptable performance and suggest remedies for improvement. The teacher will have another classroom visitation no sooner than fifteen (15) working days from the personal interview. If the tenured teacher again receives an unacceptable performance evaluation in the same area(s), the evaluator, in consultation with the teacher, will develop an Individualized Development Plan (IDP) to be implemented. The subsequent performance evaluations will be based on, but not limited to, at least two (2) classroom visitations conducted during a period of no less than thirty (30) working days after the IDP. These performance visitations shall include an assessment of the teacher's progress in meeting the goals of his/her IDP.

B. Probationary Teachers

- a. A probationary teacher shall be provided with an IDP each full school year of employment developed by administrative personnel, in consultation with the individual teacher, within fifteen (15) weeks of initial instruction. The IDP shall be discussed with the probationary employee at a conference called by the evaluator for that purpose.
- b. The evaluation cycle for each probationary teacher shall consist of two (2) written "observation summaries" during each school year of the probationary period. The two written "observation summaries" during the school year shall be at least sixty (60) calendar days apart unless a shorter interval between those observations has been mutually agreed upon by the probationary teacher and the evaluator. Each observation summary will be based upon at least one (1) thirty (30) minute visitation. The Administration will notify the Association within ten (10) days of any request(s) to shorten the sixty (60) calendar day interval.
- c. The annual year-end performance evaluation of a probationary teacher shall include an assessment of the probationary teacher's progress in meeting the goals of his/her IDP.

- C. Observations and evaluations shall be made by the Superintendent or the appropriate principal or principals. The evaluator will have been trained in teacher evaluation.

- D. All evaluations shall consist of a formal observation and may include informal observations. All formal monitoring or observing of the performance of a teacher will be conducted with full knowledge of the teacher.

No electronic device may be used during the observation process without the consent of the teacher. A formal observation shall consist of having an administrator present in the classroom for at least thirty (30) consecutive minutes.

- E. All formal evaluations shall be discussed with the teacher. Three (3) copies of the written evaluation shall be submitted to the teacher at the time of such personal interview or within three (3) days thereafter. An opportunity will be afforded the teacher to sign the evaluation 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.
- F. Head coaches for each varsity sport will be evaluated annually by the Athletic Director. Each head coach is expected to evaluate the other coaches in their sport.
- G. For purposes of determining tenure, June 30 shall be considered the last day of the school year.
- H. 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 X

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, willful deficiencies in professional performance, or contractual violations reflect adversely upon the teaching profession and create undesirable conditions in the school building.
- C. Any breach by a teacher of any of the above provisions shall be considered unprofessional behavior and shall constitute "good cause" as required in the Michigan Teacher Tenure Act.

ARTICLE XI

PROFESSIONAL IMPROVEMENT

- A. The Board agrees to provide, upon application and approval of the administration, the necessary funds to attend select professional conferences. 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 XII

MAINTENANCE OF STANDARDS

- A. The Board agrees to maintain working conditions which are consistent with the terms of the Agreement and available income.
- B. There shall be no discrimination shown toward any teacher who has participated on the negotiation team.

ARTICLE XIII

CONTINUITY OF OPERATIONS

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

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.
- B. 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. (Note: The Board and Association changed this provision in 2003 with a Letter of Agreement.)
- C. The daily rate of pay for teachers shall be calculated by dividing the teacher's salary by the number of "contract" days for the year.
- D. Teachers involved in extra duty assignments, as outlined in Appendix B, shall be compensated in accordance with the provisions in this Agreement.
- E. 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 XV

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 mentioned in this Article shall not be charged against the teacher if the teacher acted in accord to Board policy.
- E. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's file unless such matter is reported within seven (7) school days of the complaint to the teacher involved. A written complaint shall not be placed in a teacher's personnel file unless it leads to discipline. A teacher shall be provided with a copy of any written complaint prior to its placement in the teacher's personnel file.

ARTICLE XVI

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 probationary 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, except the right to grieve the evaluation procedure.
- 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 XVII

NEGOTIATION PROCEDURES

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

ARTICLE XVIII

BOARD - TEACHER RELATIONSHIPS

- A. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement.
- B. This Agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. 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 school calendar, except for starting date, will be an item for negotiation. The school calendar is set forth in Appendix C, which is attached to and incorporated in this Agreement.
- E. The responsibility of approving the curriculum shall rest with the Board of Education. The Board shall hear the teacher review and evaluation of proposed curriculum.

ARTICLE XIX

REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

- A. In accord to School Code, instructional personnel may be reduced in number for financial reasons.
- B. Before official action on a reduction of teachers is taken by the Board of Education, the superintendent will give notice to the Association of the contemplated reduction and afford the Association the opportunity to discuss the proposal. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.
- C. In the event that a reduction of staff is deemed necessary, leaves of absences without pay or benefits shall be automatically granted to all teachers affected by the proposed reduction. The Board may not terminate or prohibit any teacher from seeking gainful employment elsewhere. A teacher may elect to take, and will be granted, leave of absence during the staff reduction regardless of position or seniority, provided there is a certified and qualified teacher available to perform the duties of the position and it is not disruptive to the educational program.
- D. During said leave of absence such teacher shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits by paying the premiums at the payroll office. This section is contingent upon approval by the respective insurance carrier.

- E. During said leave of absence such teacher's seniority shall remain unbroken despite such leave and past accumulated sick leave shall not be canceled.
- F. In the event of a general cutback or reduction of teachers, the following lay off and subsequent recall procedures shall be followed:
 - 1. If specific positions or instructional areas have been determined as a priority for layoff, those teachers affected first will be those certified in that area. Fully certified and qualified teachers shall be used to replace and perform duties of laid off teachers.
 - 2. If reduction is still necessary, then probationary teachers in the specific positions being reduced or eliminated will be laid off, provided there are fully qualified, fully certified teachers to replace and perform all duties of the laid off teachers.
 - 3. If reduction is still necessary, then tenure teachers in positions being reduced or eliminated will be laid off in accordance with the following factors listed in order of importance:
 - a. Seniority as defined by non-terminated years of employment in the school district. Leaves of absence, in conformance with the terms of this Agreement, shall not be considered termination.
 - b. Qualifications as determined by certification experience, education, evaluations and personnel records.
- G. In the event the Association questions the action of the Board as to specific teachers being laid off or not being laid off, or filling vacant teaching positions or not filling such positions, the Board will set forth in writing to the teacher and the Association its reasons for its action.
- H. The order of recall will be in the inverse order of layoff. After a reduction of teachers, as outlined above, if a position exists within the school district for which the released teacher is qualified and certified, the teacher will be extended a written offer to return to employment. The teacher shall accept or decline the position by replying in writing within ten (10) days of the offer. No new teaching staff member shall be hired until all staff on leave in accordance with this section have been offered an opportunity in writing to return to active employment. It is the teachers' responsibility to keep their addresses current with the personnel office.
 Non-bargaining unit employees (i.e., technology coordinator and library coordinator) shall not have seniority rights and may not bump into positions occupied by bargaining unit members (all teachers, regardless of Association membership status).
- I. Except in the event of an emergency all probationary teachers to be laid off shall be given at least thirty (30) calendar days written notice and tenure teachers will be given at least sixty (60) calendar days written notice.

ARTICLE XX

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Requests by a teacher for transfer to a different class, building or position shall be made in writing to the principal. The application shall state the reasons for requesting transfer and the applicant's qualifications. An involuntary transfer will be made in case of emergency to prevent undue disruption to improve the instructional program. An affected teacher shall be given consideration for the requested position in future openings.
- B. A vacancy which occurs during the school year may be filled on a temporary basis until the end of the current year, if the Board so determines, at which time the position will be considered vacant.
- C. A vacancy shall be defined for purposes of this contract as a position presently unfilled or a position currently filled but which will be open in the future and the board intends on filling.
- D. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association and post notice of same on bulletin boards in each building no less than ten (10) days before the position is filled and direct a copy of same by certified mail to each laid off teacher qualified and certified for that position.

- E. When vacancies occur in the summer months or when school is not in session, the superintendent shall notify the Association President and all teachers of vacancies by regular mail no less than three (3) weeks before the position is filled.
- F. If vacancies occur within three (3) weeks of the beginning of the school year, the superintendent shall notify the Association President and allow as much time as possible for applications from the staff before filling the vacancy.

ARTICLE XXI

RETIREMENT INCENTIVE

The McBain Rural Agricultural School will purchase up to three years of service credit 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 a 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 worked in the McBain Rural Agricultural School District and/or the Falmouth School District no less than fifteen years.
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, or 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 MPSE's as a direct "pick-up" contribution providing that MPSE's 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.

ARTICLE XXII

INSURANCE

2005-2008

1. Upon submission of written application, the Board will pay the full premium amount for teachers that opt for SET/SEG's BC/BS Flex Blue II HRA plan. Teachers who remain with SET/SEG's Preferred Plan I must have a preexisting condition established with a doctor that is out of network for the BC/BS Flex Blue II HRA plan. For those teachers remaining with SET/SEG's Preferred Plan I they will pay the premium difference between the two plans.

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

Individuals employed on a part-time basis will be eligible for the above-mentioned insurance benefits on a prorated basis; e.g., a half-time teacher will be eligible for one-half (1/2) of the Board contribution for health insurance, subject to written application and payment of the balance through authorized payroll deduction.

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

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

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

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

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

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

2. Upon submission of written application, the Board will provide forty-thousand dollars (\$40,000) Life Insurance with AD&D coverage for each teacher.
3. 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.
4. Upon submission of written application, the Board will provide seventy-five/seventy-five/seventy-five (75/75/75) 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.
5. Vision coverage equivalent to SET Plan II with frame allowance of one hundred dollars (\$100) with the Board naming the carrier and coverage will include internal and external coordination of benefits.
6. Those teachers who do not select health insurance may apply (the actual health single rate) a subsidy of two hundred ten dollars (\$210) during 2008-2009; two hundred fifteen dollars (\$215) during 2009-2010 and two hundred twenty dollars (\$220) during 2010-2011 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.

ARTICLE XXIII

DURATION

- A. This Agreement shall be in effect for the period beginning September 1, 2008 and ending on August 31,2011.
- B. For the purpose of renegotiating the Master Contract at the end of its expiration the Association will approach the Superintendent before May, 2011.

MCBAIN EDUCATION ASSOCIATION

MCBAIN BOARD OF EDUCATION

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary

Date Ratified _____

Date Ratified August 14, 2008

APPENDIX A

**SALARY SCHEDULE
2008-2009**

STEP		BA		BA+18		MA
1		34,082		36,033		38,329
2		35,682		37,794		39,974
3		38,355		39,511		41,619
4		40,497		40,966		43,267
5		40,873		42,634		44,917
6		42,268		44,771		46,607
7		43,921		46,720		48,641
8		45,577		48,653		50,471
9		47,233		50,352		52,403
10		48,894		52,518		54,337
11		51,401		54,649		57,405
16		54,319		57,108		60,456
21		56,866		58,890		61,225

***Plus \$500 signing bonus in year 2008/2009**

**SALARY SCHEDULE
2009-2010**

STEP		BA		BA+18		MA
1		34,774		36,754		39,096
2		36,396		38,550		40,773
3		39,122		40,302		42,451
4		41,307		41,786		44,132
5		41,691		43,487		45,816
6		43,113		45,667		47,539
7		44,800		47,654		49,614
8		46,488		49,626		51,480
9		48,178		51,359		53,451
10		49,872		53,568		55,423
11		52,429		55,742		58,553
16		55,406		58,250		61,665
21		58,004		60,068		62,450

**SALARY SCHEDULE
2010-2011**

<u>STEP</u>		<u>BA</u>		<u>BA+18</u>		<u>MA</u>
1		35,459		37,489		39,878
2		37,124		39,321		41,589
3		39,905		41,108		43,300
4		42,133		42,622		45,015
5		42,525		44,357		46,732
6		43,976		46,580		48,489
7		45,696		48,608		50,606
8		47,418		50,618		52,510
9		49,142		52,386		54,520
10		50,869		54,639		56,532
11		53,478		56,856		59,724
16		56,514		59,415		62,899
21		59,164		61,269		63,699

**APPENDIX B
EXTRA DUTIES SCHEDULE
2008-2011**

Varsity Cheerleading (4% Fall, 4% Winter)	8%	Ass't Track	5%
JV Cheerleading* (3% Fall, 3% Winter)	6%	Middle School Girls Track*	3.5%
Head Football	12%	Middle School Boys Track*	3.5%
Varsity Ass't Football	8%	Cross Country	7%
Head JV Football	9%	Varsity Volleyball	10%
Ass't JV Football	6%	JV Volleyball	8%
Freshman Football*	5%	Freshman Volleyball	5%
Girls Varsity Basketball	12%	Softball	9%
Girls JV Basketball	9%	JV Softball	6%
Girls Freshman Basketball	5%	Baseball	9%
Girls 8 th Basketball**	4% or 4.5%	JV Baseball	6%
Girls 7 th Basketball**	4% or 4.5%	Yearbook Advisor*	6%
Boys Varsity Basketball	12%	Class Sponsors:	
Boys JV Basketball	9%	12 th	\$600
Boys Freshman Basketball	5%	11 th	\$300
Boys 8 th Basketball**	4% or 4.5%	10 th	\$250
Boys 7 th Basketball**	4% or 4.5%	9 th	\$200
Golf	7%	Middle School Choir	.75%
Forensics (one coach)	3%	Band Director	9%
Boys Track	9%	Sound Source/Harmonee/Elementary Music	6%
Girls Track	9%	Highliters	5%
Student Council	1%	Debate (one coach)	3%
		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)

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
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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.