PROFESSIONAL NEGOTIATIONS AGREEMENT

Between the

BRIMLEY AREA SCHOOLS

And the

NOTHERN MICHIGAN EDUCATION ASSOCIATION

BRIMLEY EDUCATION ASSOCIATION

July 1, 2025 to June 30, 2026

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PROFESSIONAL NEGOTIATIONS AGREEMENT

This Agreement entered into this day, the 1st day of July, 2019 by and between the Brimley Area Schools, Brimley, Michigan, hereinafter called the "Board," and the Northern Michigan Education Association/Brimley Education Association, hereinafter called the "Association."

WITNESSETH

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

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

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

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

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

ARTICLE 1 – RECOGNITION

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

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

ARTICLE 2 – ASSOCIATION AND MEMBER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to organize freely, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board will not deprive or coerce any member in the enjoyment of any rights conferred by the Act of by other laws of Michigan and the United States; that it will not discriminate against any member with respect to membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing herein shall require any teacher to be a member of or participate in the activities of any organization.

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

D. By permission of the building Principal, the duly authorized representatives of the Association and their respective affiliates (Michigan Education Association and National Education Association) shall be permitted to transact official Association business on school property during regular school hours provided always that there be no interference with school functioning. All visitors must check in with the office. Any Association business that requires a teacher to be out of their classroom will be logged into the AESOP system so the time can be reported correctly for purposes of MPSERS calculations. No MPSERS contributions will be made on behalf of the member during Association business unless it is requested by the member and the member pays those contributions on their own behalf.

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

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

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

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

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

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

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

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

M. Professional Study Committee:

1. There is hereby established a permanent "Professional Study Committee," hereafter called PSC, composed of six (6) members, three (3) of whom shall be teachers appointed in September by the Association, and three (3) of whom shall be appointed by the Board.

2. The PSC shall establish a mutually agreed upon monthly meeting date and time, and shall elect a chairman annually at its first meeting.

3. The PSC is empowered to appoint subcommittees composed of teachers, administrators, parents and/or students.

4. All reports of the PSC and its subcommittees, including their recommendations, shall be submitted in writing to all members of the PSC.

5. Subjects of study by subcommittees may include a continuous evaluation of the Board's policy. Upon completion of its study and report the subject assigned to it, each subcommittee shall be considered dissolved, and once dissolved no subcommittee shall be reactivated except by mutual consent of the members of the PSC.

6. The parties agree that the PSC and its subcommittees serve in an advisory capacity only, and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for any grievance.

7. Any and all expenses of the PSC shall be borne and controlled by the Board.

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

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

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

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

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

1. Participation by the employee is voluntary.

2. Participation or non-participation shall not be used as a criterion for evaluation, discipline or discharge.

3. In the event there is insufficient or no voluntary participation on the part of the teachers, the Association will assign a sufficient number of teachers to serve on the committee in order to fully comply with the act as required by law.

ARTICLE 3 – BOARD RIGHTS CLAUSE

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees;

2. To hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or their dismissal; and to promote, and transfer all such employees;

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

4. To reserve the ultimate right to decide upon the means and method of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers, and extra-curricular activities, and the terms and conditions of employment.

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

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

ARTICLE 4 – DEDUCTION

A. The Board shall make payroll deductions upon written authorization from members for tax sheltered annuities, MPSERS Universal Service Credit purchases, savings bonds, credit unions, and the Memorial Scholarship Fund. The Board adopted Section 125 Plan for the purpose of IRS compliance shall be used where applicable. Charitable donations or any other plans or programs will be jointly approved by the Association and Board. Such moneys shall be deducted and forwarded on a bi-weekly basis.

ARTICLE 5 – TEACHING HOURS

A. Reporting Hours

Teachers' workday is 8:05am – 3:30pm. Teachers shall be present at their teaching assignment at this time, prepared to greet and supervise students and begin the day.

1. Teachers' work day is 8:05am – 3:30pm.

B. All teachers must attend all school assemblies for the purpose of supervising students, unless excused by the principal. Administration will stagger the scheduling of assemblies to limit teachers repeatedly losing preparation time.

C. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every student in the school district. This includes: (1) careful Effective Daily Preparation, (2) attendance at regularly-scheduled staff meetings. Attendance will be required at a maximum of two (2) Parent-Teacher Conferences, that will be indicated in the district approved calendar, at any extra-curricular activities in which they may be directly involved, and are encouraged to participate in other extra-curricular activities such as P.T.O. and school-sponsored functions. The administration has the right to schedule meetings beyond 3:30 p.m. not more than three (3) times each month, provided that notice of such meeting shall be given at least twenty-four (24) hours in advance. Parental requests for meetings and IEPC's with individual teachers may be honored and the meetings held during the teacher's conference preparation period where this is possible.

D. It is mutually agreed that an unassigned preparation period is provided to enable a teacher to confer with students, parents, and administrators, prepare lesson plans, grade and correct papers, organize classrooms, and such other items pertaining to teaching. Teachers will make their services available to accomplish these objectives and will use the hour for the betterment of education. The Association recognizes that from time to time it may be necessary for a regular teacher to monitor a class during their unassigned preparation period, however, such requests will be held to a minimum and used only when a regular substitute is not available.

a. Teachers will be paid .001% of the teacher's base, step 1, salary, or can claim equal compensation time, for all internal subbing that they complete. It will be the responsibility of the teacher to submit the proper paperwork/submission to the Central Office to receive pay.

E. It shall be the practice of all parties in interest to process grievance procedures during such time as not to interfere with the execution of regular teaching assignments, provided, however in the event it is mutually agreed by the aggrieved person, the Association and the Board, to hold grievance proceeding during regular working hours, a teacher engaged during the school day in grievance proceedings in his own behalf, or in behalf of the Association with any representative of the Board or participating in any level of the grievance procedure, including mediation, may be released from regular duties without loss of salary.

F. The normal weekly load for secondary teachers will be a seven period day, consisting of thirty (30) teaching periods, including supervised study periods and five (5) preparation periods.

G. All teachers shall be entitled to a duty-free lunch period of at least thirty-five (35) minutes in length.

H. Elementary teachers will be provided 225 total minutes of preparation time per week. Elementary preparation time will include all time during which their classes are receiving instruction from various teaching specialists as well as time when students are at recess.

I. Teachers of music, art, physical education and laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the system. Preparation will be based upon a prorate amount for part-time teachers.

J. No departure from these norms, except in the case of emergency, shall be made without mutual consent between the Board and the Association.

ARTICLE 6 – EMERGENCY SCHOOL CLOSING

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

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

ARTICLE 7 – TEACHING LOADS AND ASSIGNMENTS

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

A. Because the student-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible to meet the following recommended standards. If a solution is not agreeable, then these maximums shall remain in effect.

1. ELEMENTARY

The standard elementary class size for all teachers will be capped at 27 students. The overload elementary class size for all teachers shall be capped at 29 students. Teachers with overloaded classrooms will earn overload pay. At no time shall any elementary classroom exceed 29 students.

The Administration shall attempt to avoid exceeding classroom student count caps and having more than two (2) ungraded levels or one (1) traditional grade per elementary classroom by using one or more of the following steps:

1) hiring another teacher

2) hiring an aide – however, this must have the teacher's approval

3) not placing a student or groups of students on a particular level into so many different classrooms

4) compensating the teacher at $20.00 per full day per student ($10.00 per half day), up to a maximum of two (2) registered students. The parties understand the district may hire a teacher at any point, the parties understand if absences by the student are excessive, compensation will be prorated. Further, if the teacher is absent for any reasons other than, the daily compensation will be prorated.

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

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

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

2. SECONDARY

A. The standard secondary class size shall be capped at 30 students. Physical Education and Band/Music/Choir/Drama shall be capped at 40 students. Classrooms with limited workspace (Science Labs, Industrial Arts) should be capped at classroom capacity for work spaces and safety. Teachers with overloaded classrooms will earn overload pay. At no time shall any secondary classroom exceed 34 students.

Overload Pay:

Elementary teachers will earn $21 day, for each overload student they have rostered. Teachers who have an overload roster for only part of the day will be prorated accordingly.

Secondary teachers will earn $3 dollars per day, per student, for each overloaded class period.

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

ARTICLE 8 – TEACHING CONDITIONS

A. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standardized tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such education tools and the Board agrees to implement joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.

B. Under no conditions shall a teacher be required to drive a school bus under his regular salary schedule as part of his regular assignment.

C. The Board shall make at least one room appropriately furnished, which shall be reserved for use as a faculty workroom.

ARTICLE 9 – VACANCIES, PROMOTIONS, AND TRANSFERS

A. Definition of "Vacancy":

A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of twenty (20) or more workdays.

Any vacancy that occurs after the beginning of the school year shall be posted as a Temporary Vacancy and remain posted until filled. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

B. Notification (Posting) of Vacancies and Application:

Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee. Positions as described above shall be posted at least five (5) workdays prior to being filled. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the Superintendent. Said positions shall be filled in accordance with the procedure outlined in Section C below.

C. Awarding of Vacancies:

Bargaining unit employees may apply for vacancies and will be granted an interview.

The Superintendent or designee will fill positions with the most qualified and adequately certified applicant. "Most Qualified" shall be determined based on the following clear and transparent factors:

1. The teacher's number of years teaching in the grade level or subject area within the district. Partial year teaching in a grade level or subject area shall be credited with a fractional percentage of that year taught, rounded to the nearest $1/10^{th}$.

a. Grade level credit for teaching in grades K through 6 may count towards any "elementary vacancy."

b. Subject level credit may be defined as any position relevant to the subject included in the vacancy (e.g.: Math, Science, English, Social Studies, etc.)

A teacher who is assigned classes in multiple subject areas for any given year shall be credited with one (1) year of teaching experience in each of those subject areas during each of those years (or fractional credit as outlined above for partial year experience).

2. Classroom Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office including:

    a. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.

    b. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

    c. Credentials needed for District, school, or program accreditation;

    d. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;

    e. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;

    f. Disciplinary record, if any;

    g. Previous effectiveness ratings;

    h. Attendance and punctuality;

3. Length of service in the district will be considered as a tiebreaker if a Classroom Teacher placement decision involves two (2) or more teachers and all other factors above distinguishing those teachers from each other are equal.

D. Involuntary Transfers:

Involuntary transfers may be affected only for reasons that are non-arbitrary and capricious. For involuntary transfers occurring during the school year twenty (20) workdays' notice of the intention to transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association. Cause for involuntary transfer includes only cause involving the individual's performance or as part of a necessary reduction of force, as determined pursuant to this Agreement to maintain the most senior and qualified staff possible district-wide consistent with the requirements of this Agreement. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Layoff & Recall Article of this Agreement.

E. Promotion to Administration:

Any teacher who accepts a supervisory or executive position and later returns to teacher status shall be entitled to retain such rights as he/she may have had under this agreement prior to accepting supervisory or executive status.

ARTICLE 10 – REDUCTION IN PERSONNEL LAYOFF AND RECALL PROCEDURE

A. SENIORITY

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

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

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

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

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

1. Members to be recalled will be notified by certified mail. The member must respond within seven (7) calendar days of receipt of notice of recall and must report for recall at a time mutually acceptable to the Superintendent and the member. Members who fail to respond will be considered to have resigned.

2. Recalled members shall be entitled to all previously accumulated benefits.

B. INDIVIDUAL CONTRACT

1. The individual contract, executed between each member and the employer is subject to the terms and conditions of this agreement. It is specifically agreed that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this article, if the individual position is eliminated.

2. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher, except in the case of staff reductions due to adverse financial conditions of the School District.

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

C. Layoff and Recall Procedure

1. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

a. First, non-certified employees will be laid off, presuming a qualified certified employee is able to fill their position from current faculty.

b. Then, probationary employees with a rating less than effective on their most recent year end performance evaluation will be laid off, presuming a qualified certified employee is able to fill their position from current faculty.

c. Then, employees will be selected based on their three most recent year-end evaluation ratings. Evaluation ratings refer to “effective, developing, etc” and not their numerical scores. Lowest rated employees will be laid off first.

d. Then, the district may consider any formal discipline issued to the employees.

e. If a tie remains, employees with the least seniority will be laid off first.

f. If reduction is still necessary, then employees will be laid off based on the Superintendent or designee’s discretion based on qualifications as defined in Article 9, Section C.2, providing that such teachers who are retained are adequately certified for the positions they are to fill.

2. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article 9, Section C).

3. Teachers being laid off shall receive a 30-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than 90-calendar days for layoffs during the school year.

4. The Board shall give written notice of layoff or recall from layoff by sending a letter and email to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address and personal email address.

5.The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

6. Definitions:

a. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement.

   The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

b. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of "qualified" status for any position in the district shall be determined by the process outlined in Article 9, Section C.

7. An employee is eligible for recall under this Appendix for 24 months from the date the district implemented the reduction in force.

8. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such case, the teacher shall have the ability to finish the current semester before reporting for duty at the District of Recall. Should the teacher refuse that option, he/she shall be deemed to have voluntarily quit as set forth above.

9. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 14 until the end of the following month of the effective date of the layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

ARTICLE 11 – LEAVES OF ABSENCE

A. BEREAVEMENT LEAVE: A member of the Association may request up to five (5) days of bereavement leave for each death in the immediate family. For these purposes family shall be interpreted as spouse, mother, father, brother, sister, child, grandchild, father- and mother-in-law, aunt, uncle, brother- and sister-in-law, son-in-law, daughter-in-law, and grandparents of the member or their spouse. Special requests of days beyond those listed above are subject to approval by the Superintendent or their designee.

B. PERSONAL ILLNESS

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

For each Earned Sick Time Act (ESTA) benefit year, 72 hours of any paid leave may be used for any ESTA purpose.

Any teacher who has accumulated 120 or more days may redeem any unused leave days earned in that year that remain at the end of the school year at the rate of $50.00 per day. Partial days will be reimbursed at the rate of $50.00 divided by 7 hours x number of hours.

Upon retirement from the Brimley Public Schools, any teacher shall be paid $60.00 per day for every day of accumulated sick leave up to a maximum of 120 days. To be eligible for this compensation the retiree must provide proof of retirement from the MPSERS.

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

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

Any teacher whose personal illness extends beyond the period compensated, and has used the sick bank, may have sick leave days donated to them on a voluntary basis by other teachers. Donated sick days will not exceed five (5) days per teacher in any given year. The recipient is not responsible to repay the days received. However, if the days received are not needed by the recipient teacher, the remaining days will be distributed back equally to those teachers who contributed sick leave days.

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

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

E. PERSONAL BUSINESS

From the thirteen (13) sick days allowance per year, five (5) days may be used for personal business of the member at his/her discretion. Should all five (5) days not be used, the remaining days would accrue as sick leave.

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

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

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

G. CHILD CARE LEAVE

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

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

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

(1) In the event of a dispute concerning the beginning date of the child care leave, the teacher shall be entitled to a private hearing before the Board prior to the Board setting the beginning date of the leave of absence.

(2) Once the beginning date has been approved by the Board, it shall not thereafter be changed, except in cases of emergency to be determined on an individual basis.

(3) Any medical reports requested by the Board shall be paid for by the Board.

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

(e) Reemployment will commence upon the date set by the Board which shall not be later than the beginning of the first day of the school year following the date the teacher was declared eligible for reemployment. Extension of the leave shall be at the discretion of the Board. It is

understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.

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

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

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

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

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

H. Teachers who are fully certified hold either a CTE Annual Authorization, Standard, Professional, or Advanced Michigan Teaching Certificate.

Employees who are not fully certified will be hired at and remain at step BA 1, regardless of previous experience and education.

An employee who is not fully certified will have until May 1 of their first school year at Brimley to become fully certified or verify enrollment in a teacher preparation program that aligns with MDE requirements for teacher certification.

Until a teacher is fully certified, the teacher must show progress towards earning their certificate annually by May 1.

If an employee does not enroll in a teacher preparation program or does not show annual progress towards their certification by the aforementioned May 1 deadlines, then their employment will not be renewed for the following year.

Upon becoming fully certified, the employee will thereafter advance steps annually as negotiated, will advance to a step that matches their years of teaching experience at Brimley, and may also receive a onetime step credit adjustment based on prior experience pursuant to Article 13.

I. JURY DUTY

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

J. COURT APPEARANCE

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

K. MILITARY LEAVE

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

L. GENERAL LEAVES OF ABSENCE

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

1) Study related to the teacher's licensed field.

2) Study to meet eligibility requirements for a license other than that held by the teacher.

3) Study research or special teaching assignment involving probable advantages to the school system.

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

M. The sick bank shall be maintained:

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

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

Members leaving the employ of Brimley Area Schools, other than retirement, with any sick time remaining, shall have all of those days contributed to the sick bank to the accumulation of 78 days.

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

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

1. Probationary teachers may apply to the bank after two (2) years of service with the Brimley Area Schools.

2. Teachers must have exhausted their personal sick leave by ten (10) days before making application to the sick bank. Sick leave will then be made retroactive and those ten (10) days will become part of the requested sick leave.

3. Application to the bank must be made in writing to the Superintendent.

4. A doctor's statement must accompany the application stating the expected date of return to work.

5. All contributed days remain in the sick bank.

6. Maximum draw from the bank will not exceed 78 days at a time within one school year per member.

7. All of the sick days borrowed from the bank will be paid back at the end of each school year. If five days or less remain the member will repay all of the days. If the member has more than five days remaining, the member may choose to repay additional days (above the minimum of five).

8. The decision of the Sick Bank Committee concerning the use of the sick bank shall be final and not be subject to the grievance procedure.

9. The central office shall keep the Sick Bank records. The Sick Bank Committee shall furnish the Superintendent and the EA President with a report when there is activity and/or the beginning of each semester.

ARTICLE 12 – STUDENT DISCIPLINE AND TEACHER PROTECTION

A. A teacher may exclude a student from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The member shall furnish a written summary of the offense or behavior to the principal, as soon as his/her teaching obligations allow. The student shall not be returned to the class until the principal and teacher have conferred.

B. Administration will notify the school board of any and all threats and/or perceived threats toward staff. Threats include, but are not limited to emails/electronic, written, stated, and/or physical intimidation. The Board will reimburse the teacher for the cost of legal counsel, or provide legal counsel, to advise the teacher his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. Time lost by a teacher in connection with an incident mentioned in the article shall not be deducted from the teachers' leave accruals, if medical documentation excusing the time off is provided.

D. The Board will reimburse a teacher for destruction or theft of personal property, excluding cash, in an amount up to $50 per occurrence. Any allegation of theft must be substantiated by filing a complaint with a local law enforcement agency. Deprecation or appreciation for the article will constitute the replacement value. This article does not apply to theft from automobiles, or destruction covered by insurance.

E. The Board shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the Board to students, teachers and parents at the commencement of each school year.

F. The use of corporal punishment and force to restrain students shall comply with the provisions of the School Code of the State of Michigan. A member may use such force as is necessary to protect himself/herself, another member or administrator, or student, or property from attack, physical abuse or injury.

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

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

ARTICLE 13 – PROFESSIONAL COMPENSATION

A. The Board and the Association hereby agree to adhere to the Teacher's Salary Schedule as defined in Schedule A which is attached to an incorporated in this Agreement.
B. Step experience may be honored for all new employees hired, with no cap on steps, at the discretion of the superintendent, however no new hire will receive more steps than their documented certified or professional years of experience.
C. A teacher who works part-time (i.e., less than a 1.0 FTE) will earn a full step each year to move to the next higher step on the salary schedule if other teachers also move steps. A teacher who begins employment mid-year will earn a full step to move to the next higher step at the end of the first school year of employment if other teachers also move steps (i.e., if a teacher starts in February at step 1, the teacher will move to step 2 at the new school year start).
D. Any teacher on a partial step as of July 1, 2025 will receive a step increase roundup to the nearest step and then will receive the negotiated step increase.
E. The eighteen (18) semester hours beyond the BA and MA Degree must be in the teacher's field of study or be applicable to an advance degree.
F. Bargaining unit member will be paid per diem for days worked beyond 185 days.
G. For extra work the teacher shall be entitled to appropriate additional professional compensation as defined in Schedule C (Extra-Curricular Salary Schedule) which is attached to and incorporated in this Agreement. The Board will determine which positions in Schedule C will exist and the number of positions under each category that will exist, on a year to year basis.
H. For teaching assignments in excess of the regular school calendar and the normal teaching load, teachers will be compensated at their individual daily wage. For the purpose of this article, school calendar refers to the number of days taught.

I. The computation of a teacher's daily wages will be based upon the total session days in the school year being divided into the salary of the teacher. The hourly wage shall be determined by dividing the daily wage by seven (7) periods.

J. Teachers required in the course of their work to drive personal automobiles shall be reimbursed at the "business persons" mileage rate allowance as per IRS guidelines. The same allowance shall be given for use of personal cars for field trips or other business of the district, with the approval of the administration. Meals will be reimbursed with receipts up to a total of $30 per day.

K. If a teacher is asked to substitute during their preparation period or due to the absence of a special teacher (e.g. art, music, P.E., etc.) he/she will be paid times the BA Base per period. Aides shall not be used as substitutes. Teachers will be called on a rotating basis. This will not be grieved.

L. All teachers will be allowed to accrue compensatory time on the basis of one hour for each one hour they substitute during their conference period, to a maximum of hour's equivalent to three (3) teaching days for compensation annually. These days must be used within the school year earned and carry with them all the advantages and restrictions that apply to personal business days. Any hours accumulated over the three (3) day's compensation time shall be paid at a rate of .001 times the BA Base per period on the next scheduled pay check.

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

M. After five (5) years of employment in the district and upon receipt of documentation that a teacher has completed a course in the field of education, the Board will pay tuition costs or CEU fees up to **$1000.00** per person to a maximum of five (5) teachers per year. Teachers must make prior application through their immediate supervisor with final approval resting with the Superintendent. Participation shall be determined on a rotational basis.

N. The Board will reimburse current teachers for MTTC testing fees necessary to be considered highly qualified teachers. This shall apply only to the first test taken in each area required.

O. Employees will receive $100 for effective. To be paid in the final June payment of the end of each fiscal year.

P. The following paid half days shall have a teacher release time of 12:30pm.
    Wednesday before Thanksgiving
    The start of Christmas Break
    The last day of school

ARTICLE 14 – INSURANCE

The Board will make payment of medical insurance premiums, up to the State mandated hard cap, for each full-time employee and their families to provide insurance coverage for the full twelve (12) month period, commencing January 1st and ending December 31st of each year of this agreement. The Board will make a prorated payment of the medical insurance premiums for regular employees who work less than full time.

Medical Insurance:

*Medical Insurance will be provided through the Upper Peninsula Area Purchase Agreement.

Medical coverage shall include all MESSA medical insurance riders that do not increase the cost of the premium.

*Medical insurance may be reviewed annually by the group and the Board without opening any other areas of this contract upon expiration of the Upper Peninsula Area Purchasing Agreement letter of agreement.

*For those selecting the Health Saving Account (HSA), the HSA will be funded on a monthly basis, on the first pay of that month.

*The Board will completely fund the HSA for a member if a medical emergency occurs.

*In the event an employee or his dependents medically require that the HSA be utilized prior to the scheduled Board payments, the Board agrees to fund the entire annual HSA amount to that individual's account. If the teacher separates from the employment prior to the reimbursement of the Board's HSA payments, any remaining funds owed to the Board will be deducted from any monies owed to the teacher.

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

*Bargaining unit members not electing health insurance coverage shall receive 35% of the single subscriber insurance cap per year.–The member may choose to purchase any of the MESSA Variable Options and/or Michigan Education Association Financial Services (MEA Financial Services) Annuities with this amount. Any amounts exceeding the Employer subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups. The Board shall adopt and maintain a qualified Section 125 Plan for the purpose of IRS compliance.

Ancillary Benefits:

All bargaining unit employees shall receive all ancillary benefits below fully paid for by the Board.

LTD	66.67% $5,500 Max 90 Calendar Days Modified Fill Alcoholism/Drug – 2 yr. Mental/Nervous – 2 yr. Social Security Offset – family

	Minimum payout 5%
	Pre-existing condition Waiver
	Maternity Coverage/Rehabilitation – standard
	Freeze on offsets
Delta Dental	Auto + 008 (100:90/90/90), Annual Max $2000, Orthodontics Max $3000
Negotiated Life	$50,000 AD & D
Vision	VSP Plus P 250CL

ARTICLE 15 – PROFESSIONAL GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. A “grievance” is a claim based upon an event or condition which effects the conditions or circumstance under which a teacher works and that are allegedly caused by misinterpretation or inequitable application of the established law, or the terms of this Agreement.

2. A “party of interest” is the person or persons making the claim and any person or persons who might be required to take action, or against whom action might be taken, in order to resolve this problem.

3. The term “days” when used in this section shall, except where otherwise indicated, mean working school days.

4. The term “teacher” may include any individual teacher, or group of teachers who are certified, or any member of the bargaining unit.

B. Purpose:

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

C. Structure:

1. There shall be one or more Association Representatives for each school building to be selected in a manner determined by the Association.

2. The building Principal, or a person designated by the Board, shall be the administrative representative when the particular grievance arises in the building.

3. The Board hereby designates as its representative the Superintendent of Schools when the particular grievance arises in more than one building.

D. Grievance Procedure:

Level One:

In the event that a member, group of teachers, or the Association believes there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, is they shall first discuss the

alleged grievance with his/her building Principal either personally or accompanied by his/her Association representative. The grievance must be filed within ten (10) school days of the violation, misinterpretation or misapplication, or within ten (10) school days of the discovery thereof.

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

Level Two:

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

Level Three:

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

Level Four:

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

Level Five:

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

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

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

The authority of the arbitrator shall be limited by the definition of a grievance as aforementioned in this Article. In making his/her decision, the arbitrator cannot modify, detract from, add to or alter any

provisions of this Agreement. The arbitrator shall be bound by the principles of law relating to the interpretation of contracts as followed by courts of competent jurisdiction.

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

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

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

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

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

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

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

1. Discharge of a probationary teacher
2. Placing a teacher on an individual development plan
3. The assignment or non-assignment to any extra-curricular position
4. Other matters in this agreement excluded from the grievance procedure

F. MISCELLANEOUS:

1. A grievance shall be submitted in writing stating the nature of the grievance and the article and section of the agreement allegedly violated, the remedy requested and signed by the teacher if a solution is not reached after an informal discussion with the Principal. A Professional Grievance Report is attached to and incorporated in this Agreement as Appendix A.

2. In the event time limits for an appeal by the Association to the next step are not observed, the grievance shall be considered abandoned.

3. Failure to answer a grievance at any level within the period stated will automatically move the grievance to the next level.

4. Either or both parties may grant, in writing, a waiver of any and all time limits.

5. Back pay adjustments shall be limited to the amount of earnings actually lost, with deduction of all sums earned, or which by the exercise of reasonable diligence could have been earned during the pay back period.

6. A tenured teacher who receives two (2) consecutive ratings of “Needing Support” may utilize the grievance procedure with respect to the teacher’s second evaluation rating and evaluation process, up through arbitration.

G. The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal right which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

H. Nothing contained herein will deprive the District of any rights which it has under the Michigan Teacher Tenure Act with regard to tenure teachers.

ARTICLE 16 – NEGOTIATION PROCEDURES

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Upon request, the Superintendent will meet informally with the President of the Association on matters relating to the implementation of the Agreement or other matters of mutual concern. Such meetings will not exceed one per month except by mutual agreement.

B. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

C. Beginning not later than March 1 of the calendar year in which this Agreement expires, the Brimley Education Association and the Board agree to negotiate over a Successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning teachers’ salaries and all other conditions of employment. Any Agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the Northern Michigan Education Association/Brimley Education Association.

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

ARTICLE 17 – MASTER TEACHER PRESENTATION

Master Teacher Presentation Pay (MTPP) will be available for the length of this Agreement to teachers with fifteen (15) or more years of service to the Brimley Area Schools. A teacher may only take advantage of the Master Teacher Presentation Pay one (1) time during their tenure at Brimley Area Schools. The Master Teacher will prepare and present an after school professional development session on an educational topic related to their content area and student achievement. The duration of the presentation shall be limited to 1-3 hours and shall be scheduled through the Superintendent’s Office. Teachers are required to attend a minimum of at least two (2) Master Teacher Presentations per year when available.

To be considered for MTPP, the teacher must have worked as a classroom teacher for the Brimley Area Schools for a minimum of fifteen (15) years. The teacher shall request to be placed on MTPP in writing

prior to the end of the first semester. The teacher will be paid a flat stipend of $5,000.00 for sharing their professional expertise. MTPP will be spread over the remaining pays in the school year, or may be put in the teacher's HSA account or a 403B account.

ARTICLE 18 – MISCELLANEOUS PROVISIONS

A. No polygraph or lie detector device shall be used in any investigation of any teacher by the Board.

B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent to terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to terms of this Agreement.

C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law.

D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board of Education.

E. Teachers agree to join with the Board in a sincere and concentrated effort to work to improve public relations between the school and the community.

F. A Professional Development Committee, overseen by the Superintendent or designee and approved by the Board, will consist of members required by MCL 388.1701 including Association Representation from the secondary and elementary level, along with administrative personnel. This committee will meet and be responsible for the development of faculty and staff professional development and training, subject to approval of the superintendent.

ARTICLE 19 – PROFESSIONAL BEHAVIOR

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

B. No member shall be disciplined including reprimanded, suspended with or without pay, demoted, or discharged, in a manner that is arbitrary or capricious. This will include any violation of rules and regulations set forth in Board policy.

The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; and discharges; or other actions of disciplinary nature.

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

C. Discipline of members shall be subject to the grievance procedure, provided however, that (1) as to probationary teacher, the Board may give such notices of unsatisfactory work and such other notices as shall be required or permitted by the Michigan Tenure of Teachers Act during the pendency of any grievance, and (2) as to teachers on Tenure or continuing contracts pending grievances shall be

dismissed upon the filing of written charges under the Michigan Tenure of Teachers Act, and the Tenure Act shall thereafter govern all proceedings against the teacher.

D. A member may at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

E. A program of progressive discipline shall be followed. The following progression of discipline for each unrelated incident shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:

1. Oral and/or written coaching, then
2. Oral and/or written reprimand, then
3. One-day suspension without pay, then
4. Further suspensions without pay, then
5. Discharge.

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide appropriate justification for the acceleration of the above progression of discipline.

F. A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such review. Other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel, except that an Association representative may review such files when necessary for contract administration purposes or to provide a bargaining unit employee representation in other administrative or legal proceedings. Each file shall contain a record indicating who, if they are not central office staff, has reviewed it, the date reviewed, and the reason for such review.

No "oral coaching" shall be contained in the Personnel File. Any such warning deemed "oral coaching" shall be communicated to the individual, and there shall be no written record of such in the employee's Personnel File unless referenced in subsequent disciplinary action.

G. Material that results in disciplinary or administrative action or reprimand, will not be placed in his/her personnel file unless the teacher has had the opportunity to review the material. Substantiated complaints against the bargaining unit employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit employee proves the material placed in the file is inappropriate or in error, the material will be corrected or expunged from

the file, whichever is appropriate. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit employee's personnel file and evaluations.

Complaints, as defined in this Section, shall not be useable for the purposes of annual teacher performance evaluations unless the complaint is substantiated.

H. Any case of assault upon a bargaining unit employee shall be promptly reported by the employee to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury. The Employer will reimburse the bargaining unit employee for the cost of legal counsel to advise the bargaining unit employee of their rights and obligations with respect to such assault. The Employer shall reimburse any bargaining unit employee up to $1000 dollars during the course of the one (1) school fiscal year for damages to or destruction or loss of the bargaining unit employee's vehicle, clothing, and/or personal items, provided such damage, destruction or loss occurred on school premises or while on a school-sponsored activity and was not occasioned by the intentional act or negligence of the bargaining unit employee.

I. If a freedom of information act (FOIA) request is received for a teacher's personnel file or personnel file information, the teacher will be notified of the request 24 hours before the records are released in response to the FOIA request.

ARTICLE 20 – WAIVER

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

ARTICLE 21 – LEAST RESTRICTIVE ENVIRONMENT

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

a. Any member who has a reasonable basis to believe that a mainstreamed student assigned to that member has a current IEPC report that is not meeting the student's unique needs as required by law should promptly notify the administration.

b. The following conditions shall apply to placement of mainstreamed students in general education classrooms:

1. Any member who will be providing instructional or other services to mainstreamed students in a regular education classroom setting shall be notified of the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. Members wishing to attend the IEPC of any student to whom they provide or will provide services will be accommodated. When involved in such an IEPC, and when it is requested, the member/teacher will provide written input to the IEPC (or the Multi-Disciplinary Evaluation Team Report to be presented to the IEPC).

At the beginning of each school year, the regular education teachers will be notified of those students who are mainstreamed into their classroom(s). Meetings, as requested, will convene for the discussion of an individual student's placement, needs and abilities and to provide for the teacher to have input.

2. The district shall make every reasonable effort to provide the receiving teacher with necessary support identified in the IEPC, including aides, materials and other related services.

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

ARTICLE 22 – MENTOR TEACHER

A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of PA 335 (1993) and shall perform the duties of a Master Teacher as specified in the act.

B. Each bargaining unit member in his/her first four (4) years in the classroom shall be assigned a Mentor Teacher by the Administration after consultation with the Association. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

C. Consideration shall be given to the following:

1. The ultimate and overriding criteria used in selecting a Mentor Teacher will be the candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.

2. The Mentor Teacher shall be a tenured teacher within the bargaining unit (whenever possible).

3. Participation as a Mentor Teacher shall be voluntary.

4. The District shall notify the Association of those members requiring a Mentor assignment or any affected member whose classroom assignment has changed.

5. Mentor Teachers and Mentees shall work in the same building (elementary, middle, high school) and have the same area of certification whenever possible.

6. The Mentee shall be assigned to only one (1) Mentor Teacher at a time.

7. The Mentor Teacher assignment shall be for one (1) year, subject to review by the Administration, Mentor Teacher and Mentee after three (3) months. The appointment may be renewed in succeeding years.

8. Mentor Teacher may have up to two (2) Mentees if so desired.

D. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher. This article does not apply to unethical, illegal or immoral activities on the part of either the Mentor or Mentee.

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

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

F. The Mentee will be expected to attend at least one conference each year. The district will provide expenses for said conference. Mentor Teachers will be encouraged to attend the conference with the Mentee.

G. Compensation for Mentor Teachers shall be subject to local bargaining within each district.

ARTICLE 23 – EVALUATION

A. This article applies only to a "teacher" as defined in MCL 380.1249

B. A teacher will be evaluated annually pursuant to the Thoughtful Classroom performance evaluation system consistent with MCL 380.1249 and the Teachers' Tenure Act.

1. Teachers rated highly effective or, as of July 1, 2024, effective on the three (3) most recent consecutive year-end evaluations may be evaluated every other year or, as of July 1, 2024, every third year, at the District's discretion.

2. As of July I, 2024, evaluations will use rating categories of effective, developing, and needing support which take into account student growth and assessment data or student learning objectives.

3. Twenty percent (20%) of the year-end evaluation must be based on student growth and assessment data or student learning objectives metrics.

4. The portion of a teacher's evaluation that is not measured using student growth and assessment data or student learning objectives metrics or using the evaluation tool developed or adopted by the District, must be based on objective criteria.

5. Evaluations and feedback concerning the evaluation must be provided in writing to the teacher; if a written evaluation is not provided, the teacher is deemed effective; if required by circumstances described in M.C.L. 380.1249, a teacher must be designated as unevaluated; and if a teacher receives an unevaluated designation, the teacher's rating from the immediately prior school year must be used.

C. A mid-year progress report will be provided to every teacher who is in the first year of probation or has received a rating of needing support or developing on the most recent year-end evaluation.

This mid-year report shall supplement and not replace the year-end evaluation. The mid-year report shall:

1. be aligned with the teacher's individualized development plan;

2. include specific performance goals and any recommended training for the remainder of the school year, as well as written improvement plan developed in consultation with the teacher that incorporates the goals and training.

D. Classroom observations will be conducted accordance to the following:

1. must include review of the lesson plan, State curriculum standards if applicable being taught, and student engagement in the lesson, the items described in this paragraph must be discussed during a post-observation meeting between the observer and the teacher with 10 school days of the observation

2. must include multiple observations unless the teacher has received an effective or higher rating on the last two (2) year-end evaluations

3. observations need not be for an entire class period but, must not be less than twenty (20) minutes

4. one (1) observation may be unscheduled

5. the school administrator responsible for the teacher's performance evaluation shall conduct at least one (1) of the observations

   Other observations may be conducted by other observers who are trained in the use of the evaluation tool as described below. These other observers may be teacher leaders.

6. the District shall ensure that, within thirty (30) calendar days after each observation, the teacher is provided with written feedback from the observation

7. the first evaluation shall be conducted by December 1, and the second shall be conducted by April 30.

E. the District shall also:

1. provide training to teachers on the evaluation tool(s) used by the District in its performance evaluation system and how each evaluation tool is used

   This training may be provided by a district or by a consortium consisting of the District, the intermediate school district, or a public school academy.

2. ensure that training is provided to all evaluators and observers

   The training shall be provided by an individual who has expertise in the evaluation tool or tools used by the District, which may include either a consultant on that evaluation tool or framework or an individual who has been trained to train others in the use of the evaluation tool or tools. The District may provide the training in the use of the evaluation tool or tools if the trainer has expertise in the evaluation tool or tools.

3. by not later than September 1, 2024, and every three (3) years thereafter, each individual who conducts an evaluation shall complete rater reliability training provided by the District that complies with M.C.L. 380.1249

4. provide final written evaluations to the teacher by the last day of school.

F. If a teacher is rated as needing support, the teacher must be provided with the options related to review of the evaluation, including a written response, the ability to request mediation, and when appropriate, utilization of the grievance process or binding arbitration as set out in M.C.L. 380.1249.

ARTICLE 24 – EMERGENCY FINANCIAL MANAGER

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

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

ARTICLE 25 – DURATION

A. This Agreement shall be effective as of July 1, 2025 and shall continue in effect until the 30th day of June 2026.

B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

BRIMLEY EDUCATION ASSOCIATION

By_____

President

By_____

Secretary

By_____

Negotiations Chairperson

By_____

NMEA President

By_____

NMEA Staff Liaison

BRIMLEY BOARD OF EDUCATION

By_____

President

By_____

Secretary

By_____

Negotiations Chairperson

SCHEDULE A – Employees hired prior to September 1, 2017

2025-2026, 4%

Step	BA	BA+18	MA	MA+18
1	$43,172	$44,468	$46,625	$47,922
2	$45,332	$46,692	$48,958	$50,318
3	$47,490	$48,914	$51,289	$52,713
4	$49,649	$51,138	$53,620	$55,111
5	$51,808	$53,361	$55,951	$57,507
6	$53,966	$55,585	$58,284	$59,903
7	$56,125	$57,807	$60,613	$62,298
8	$58,284	$60,032	$62,945	$64,695
9	$60,442	$62,255	$65,276	$67,090
10	$62,601	$64,478	$67,608	$69,488
11	$64,760	$66,701	$69,939	$71,883
12	$67,781	$69,813	$73,204	$75,239
13	$70,371	$72,483	$76,001	$78,112
14	$72,962	$75,150	$78,798	$80,988
15	$77,064	$79,374	$83,228	$85,541
20	$79,222	$81,597	$85,559	$87,936
25	$81,381	$83,822	$87,890	$90,333

$500 off schedule, ORS non-reportable, holiday bonus to be paid at the first pay in December 2025.

$5000.00 Master Teacher Presentation Pay

SCHEDULE B – Employees hired after September 1, 2017

2025-2026, 4%

Step	BA	BA+18	MA	MA+18
1	$43,172	$44,467	$46,626	$47,922
2	$44,900	$46,247	$48,492	$49,839
3	$46,626	$48,025	$50,356	$51,756
4	$48,354	$49,804	$52,222	$53,673
5	$50,080	$51,582	$54,086	$55,590
6	$51,808	$53,361	$55,952	$57,507
7	$53,534	$55,139	$57,816	$59,424
8	$55,260	$56,918	$59,681	$61,339
9	$56,989	$58,697	$61,546	$63,257
10	$58,715	$60,476	$63,412	$65,174
11	$60,442	$62,254	$65,277	$67,090
12	$62,168	$64,033	$67,142	$69,007
13	$63,896	$65,812	$69,006	$70,925
14	$65,623	$67,591	$70,872	$72,842
15	$67,349	$69,369	$72,737	$74,758
16	$68,429	$70,481	$73,902	$75,956
17	$69,508	$71,594	$75,068	$77,156
18	$70,588	$72,703	$76,233	$78,353
19	$71,667	$73,816	$77,399	$79,551
20	$72,746	$74,928	$78,565	$80,749
21	$73,825	$76,040	$79,731	$81,947
22	$74,905	$77,151	$80,896	$83,145
23	$75,984	$78,263	$82,062	$84,342
24	$77,064	$79,374	$83,228	$85,540
25	$78,142	$80,486	$84,394	$86,739
26	$79,222	$81,597	$85,559	$87,937
27	$80,302	$82,709	$86,725	$89,135
28	$81,381	$83,821	$87,890	$90,333
29	$82,461	$84,933	$89,056	$91,530
30	$83,539	$86,045	$90,222	$92,728

$500 off schedule, ORS non-reportable, holiday bonus to be paid at the first pay in December 2025.

$5000.00 Master Teacher Presentation Pay

SCHEDULE C – EXTRA-CURRICULAR SALARY SCHEDULE

A member may sign up for extra-curricular activities when a vacancy occurs and shall be compensated at a percentage of the base rates listed below, in addition to his/her base salary for this extra-curricular activity. Primary consideration for these duties shall be given to members of the Association. The Salary percentage increases applied to Schedule B will also be applied to Schedule C as follows:

Year	Increase	Base Rate
2025-2026	4%	$44,468

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

EXTRA-CURRICULAR POSITIONS

COACHING POSITIONS

Head Football Coach	10%
Assistant Football Coach	7%
Varsity & J.V. combined Football Cheerleader Coach	4%
Head Basketball Coach	10%
Assistant Basketball Coach (J.V.)	7%
Varsity & J.V. combined Basketball Cheerleader Coach	4%
7th grade Basketball Coach (boys'/girls' each)	5%
8th grade Basketball Coach (boys'/girls' each)	5%
Middle School Basketball Cheerleader Coach	3%
Varsity Track Coach (boys'/girls' each)	8%
Middle School Track Coach (boys'/girls' each)	4%
Head Volleyball Coach	10%
Assistant Volleyball Coach (J.V.)	7%
Middle School combined Volleyball Coach	4%
Head Baseball Coach	8%
Assistant Baseball Coach	4%
Golf Coach (boys'/girls' each)	2%
Head Softball Coach	8%
Assistant Softball Coach	4%
Cross Country (boys'/girls' each)	4%

OTHER POSITIONS

Play Director per play if a class	1%

Play Director per play if not a class	2%
Band	3%
Yearbook Advisor if a class	4%
Yearbook Advisor if not a class	6%
High School Quiz Bowl Advisor	3%
Middle School Quiz Bowl Advisor	1%
National Honor Society Advisor	3%
High School Student Council Advisor	4%
Middle School (combined) Student Council Advisor	2%
Key Club Advisor	4%
Robotics Club Advisor	8%
Science/Social Studies Fair Chairpersons/Shared	$500.00
Ticket Sellers, Timer (Head Timer only for track)	$30.00
Bus Chaperone for athletic events	$30.00
Driver's Education	.0008/hour
Internal Subbing	.001/hour
SAT Advisor	$850
PD Presentation	$200 – Full Day Presentation;
	$100 – ½ day Presentation
Mentor Teacher	$500 1st year
	$375 2nd year
	$200 3rd year

Lunch period supervision: $10 per occurrence based on the High School/Middle School teacher/school approved calendar. If lunch supervision is requested at the Elementary School, compensation will be collaboratively negotiated between the administration and the Association.

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

All teachers are encouraged to apply for extra-curricular duties.

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

CALENDAR

Brimley Area Schools
2022-2023

August 29, 2022	Staff Orientation/Professional Development Day #1
August 30, 2022	Staff Meetings/Professional Development Day #2
September 6, 2022	Official Student Start Date
October 13, 2022	Parent/Teacher Conferences: 4:30-8:00 – Full Day for Students
October 14, 2022	Professional Development Day #3 – No School for Students
November 4, 2022	End of 1st Marking Period
November 23, 2022	½ Day – Thanksgiving Vacation Begins (11:30 Dismissal)
November 24, 2022	No School – Thanksgiving Vacation
November 25, 2022	No School – Thanksgiving Vacation
December 21, 2022	½ Day – Christmas Vacation Begins (11:30 Dismissal)
January 3, 2023	School Resumes from Christmas Vacation
January 18, 2023	½ Day – Semester Exams (11:30 Dismissal)
January 19, 2023	½ Day – Semester Exams (11:30 Dismissal)
January 20, 2023	½ Day – Semester Exams (11:30 Dismissal)
January 20, 2023	End of 2nd Marking Period / 1st Semester
January 23, 2023	Professional Development Day #4 – No School for Students
February 13, 2023	Professional Development Day #5 – No School for Students
February 23, 2023	Parent/Teacher Conferences: 4:30-8:00 – Full Day for Students
February 24, 2023	No School – Winter Break
March 24, 2023	End of 3rd Marking Period
March 24, 2023	Spring Break Begins at 3:15pm
April 3, 2023	School Resumes from Spring Break
April 7, 2023	No School – Good Friday
April 10, 2023	No School
May 29, 2023	No School – Memorial Day
June 5, 2023	½ Day – Semester Exams (11:30 Dismissal)
June 6, 2023	½ Day – Semester Exams (11:30 Dismissal)
June 7, 2023	½ Day – Semester Exams (11:30 Dismissal)
June 7, 2023	End of 4th Marking Period / 2nd Semester – Last Day of School

APPENDIX A – OFFICIAL GRIEVANCE FORM

Brimley Education Association

Grievance #_____

Name of Grievant:_____ Date of Filing:_____

STEP I

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

1. Has grievance been discussed with principal: Yes____ No____ Name of Administrator:_____

2. Date cause of grievance occurred: _____

3. Discovery date of grievance: _____

4. Section of Agreement allegedly violated: _____

5. Statement of grievance: _____

_____

_____

Relief sought:

_____

Signature:_____ Date:_____

6. Disposition by Principal: _____

Signature:_____ Date:_____

7. Position of Grievant and/or Association:_____

_____

_____

Signature:_____ Date:_____

STEP II

Administrator meets with Association

1. Date received by Principal: _____

2. Disposition of Principal:_____

Signature:_____ Date:_____

3. Position of Grievant/Association:_____

Signature:_____ Date:_____

STEP III

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

1. Date Association met with Superintendent: _____

2. Disposition of Superintendent: _____

Signature of Superintendent:_____ Date:_____

3. Position of Association/Grievant:_____

Signature:_____ Date:_____

STEP IV

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

1. Date received by Board of Education: _____

2. Disposition of Board: _____

Signature of Board Designee:_____ Date:_____

3. Date received by Grievant/Association: _____

4. Position of Association:_____

Signature:_____ Date:_____

STEP V

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

1. Date submitted to arbitrator: _____

2. Disposition and award of arbitrator:_____