

AGREEMENT

by and between

THE BOARD OF EDUCATION OF THE
BURT TOWNSHIP SCHOOL DISTRICT

Grand Marais, Michigan 49839

and the

BURT TOWNSHIP EDUCATION ASSOCIATION

2014-2017

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ARTICLE I – CONTRACT DEFINITION AND RECOGNITION

DEFINITIONS

SECTION 1

This contract by and between the Board of Education of the Burt Township School District, Grand Marais, Michigan, (hereinafter called “the Board”) and the Burt Township Education Association (hereinafter called “the Association”) is to govern the relations between the Board and the Association during the duration of this Agreement. This contract is referred to hereinafter as the “Agreement.”

When used in this contract, the following terms have the following meanings: (Terms defined in the body of the Agreement shall have the meanings ascribed to them within the section where defined only.)

- A. “Teacher” refers to all persons represented by the Association described in Section 3A of the Agreement.

- B. “Board” refers to the Board of Education of the Burt Township School District and/or its representatives.

WITNESSETH

SECTION 2

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

RECOGNITION

SECTION 3A

The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965. This will include all professional personnel, personnel on tenure or probation, classroom teachers, guidance counselors and media specialists. It shall exclude administrators, supervisors, substitutes, paraprofessionals and non-certified personnel.

SECTION 3B

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement.

SECTION 3C

The parties hereto agree that the provisions of this contract shall automatically be modified to conform with current law should any provisions of this contract be illegal or unlawful as finally determined by a court of competent jurisdiction.

MEMBERSHIP DUES

SECTION 4

The Board agrees that it shall be a condition of employment that all currently employed teachers and any new teachers employed by the Board shall within sixty (60) days of ratification of this agreement or sixty (60) days after commencement of employment:

- A. Cause to be paid to the Association the uniformly required membership fee for the Burt Township Education Association.

- B. In the event membership fee shall not be paid, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with this condition, shall process said complaint in accordance with the Michigan Teacher Tenure Act, the charging party being the Association. If said teacher is a tenure teacher or, if in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his/her services shall be discontinued at the end of then current school year unless, prior to employing a replacement teacher, the Board of Education receives written notification from the Association and the teacher that said dues have been paid in full and said complaint is withdrawn. It is expressly understood that in the event the Board of Education shall hire a new teacher to replace a probationary teacher under the terms of this Article, then in that event neither the Association nor the teacher shall

have the right to withdraw said complaint, it being recognized by the Association and any teacher employed under this contract that the Board has a reasonable right to proceed to replace a teacher who has been discharged under the provisions of this Article.

- C. It is recognized by the parties hereto that the refusal of a teacher to either join the Association or pay the representation fee provide for herein is reasonable and just cause for the discharge of said teacher pursuant to this provision.

The Association agrees to indemnify and save the BOARD, its agents and each individual school board member, harmless against any and all costs, claims, demands, suits or other forms of liability that may arise out of or by reason of action by the Board for the purpose of complying with the agreements herein above set forth, so long as said cost, claims, demands, suits or other liability has not resulted from negligence, malfeasance of the Board or its agents.

ARTICLE II – BOARD RIGHTS

SECTION 5

- 1. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board, without prior negotiations with the Association, either as to the taking of actions under such rights, or with respect to the consequence of such action during the term of the agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - a. The executive management and administrative control of the school system and its properties, facilities, equipment, and the activities of its teachers during teacher working hours.
 - b. Hire all teachers and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion, and to promote and transfer all such teachers.

- c. Establish levels 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.
- d. Decide upon the means and methods of instructions, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- e. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation; the means, methods, and processes of carrying on the work or changes therein; the institution of new and/or improved methods or changes therein.
- f. Adopt rules and regulations and policies.
- g. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions of subdivisions thereof and the relocations or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- h. Determine the size of the management organizations, its functions, authority, amount of supervision and table or organizations, provided that the Board shall not abridge any rights from teachers as specifically provided for in this Agreement.
- i. Determine the policy effecting the selection, testing or training of teachers, providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

- 2. The matters contained in this agreement and/or the exercise of such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement, unless by mutual consent.
- 3. Nothing in this master agreement shall be construed to limit the powers and responsibilities conferred upon the Board of Education or the Superintendent under the laws or constitution of the

State of Michigan. Specifically, the rights and responsibilities as conferred under the School Code and the Tenure Law are preserved.

4. In an effort to protect students, no board member, administrator, association member, or fee payer will discuss views on matters relating to employer-employee-supervisor relationships or personal matters in the presence of students during school hours and/or on school property.
5. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE III – TEACHER RIGHTS

SECTION 6A

1. Concerted Activity

Pursuant to the Michigan Public Employment Relations Act (PERA) as amended, MCLA 423.201 et seq., MSA 17.455(1) et seq., the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body, exercising governmental power under code of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA or other laws of Michigan, or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms

or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Association at any time by the Employer.

2. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.
3. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private life of any bargaining unit member is not within the appropriate concern or attention of the employer.

SECTION 6B

Non-discrimination The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, national origin or ancestry, age, gender, sexual orientation, marital status, physical characteristics or disability, or place of residence.

SECTION 6C

Discipline The District shall not adopt, implement, or maintain a policy for discharge or discipline of a bargaining unit member that includes a standard for discharge or discipline that is different than the arbitrary and capricious standard.

The length of a suspension will be at the discretion of the Superintendent, according to the severity of the violation.

All disciplinary actions involving loss of pay and/or suspensions shall be submitted to the Board for review prior to the action being taken.

No suspension shall adversely affect any other rights or benefits under this Agreement.

SECTION 6E

Association Representation A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

SECTION 6F

Personnel File Personnel files will be maintained and accessed according to Board policy. This is in accordance with the Bullard Plawecki Law.

SECTION 6G

Complaints No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member 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 member's file, the affected bargaining unit member 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.

SECTION 6H

Assaults & Property Loss/Damage Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit member when possible to prevent injury. The Employer shall reimburse any bargaining unit member up to \$500.00 of the deductible on personal insurance, and/or other reasonable expenses, during the course of one (1) school fiscal year for damages to or destruction or loss of the bargaining unit member's vehicle, clothing, and/or watches, and/or jewelry, provided such damage, destruction or loss occurred on school premises or while on a school sponsored activity and was not occasioned by the negligence of the bargaining unit member. Documentation of all expenses is required.

SECTION 6I

Committee Membership The District shall indemnify and otherwise hold harmless any bargaining unit member serving on District, state or federal education committees.

ARTICLE IV – CONDITIONS OF WORK

SECTION 7A

1. A teacher's work week will include the equivalent of five preparation periods during scheduled class time; a minimum of 250 minutes per week.
2. Part time teacher's preparation periods will be prorated in accordance with the percentage of teaching time (FTE).

3. If a teacher is asked by the Superintendent to forego preparation time, he/she will be compensated \$20 per hour of lost preparation time and on request.
4. All part-time teachers' contact hours shall be consecutive, unless agreed to by the teacher.

SECTION 7B

All teachers shall be given a tentative schedule in writing for the forthcoming year no later than the last day of school. In the event that changes in such schedule are proposed, all teachers affected shall be notified in writing no later than July 31, unless an emergency situation occurs.

SECTION 7C

Annual staffing needs will be reviewed by the Board, no later than 10 days following the state mandated pupil count day in the fall. The Board will consider staff recommendations. The number of staff will be based on student enrollment.

SECTION 7D

Every teacher shall be responsible for the requisition of classroom supplies in accordance with the established guidelines. Supply forms shall be completed and submitted to the designated administrator within ten (10) calendar days.

SECTION 7E

The Board agrees to make available internet access, word processing equipment, copier machine and computer printers necessary to prepare instructional material to aid teachers in preparation of instructional material.

SECTION 7F

The Association and the Board will insure that the curriculum of our school shall follow that set forth by the Michigan Department of Education.

SECTION 7G

Upon prior written approval by the administration, teachers who attend professional development activities shall be compensated for reasonable expenses incurred. The prevailing IRS mileage rate will be paid by the Board for pre-authorized use of a personal car for business purposes.

Expenses for air travel and lodging are to be arranged by the district office prior to departure. Expenses for meals are not to exceed \$30 per day. The teacher will be reimbursed for food and non-alcoholic beverages, only. Reimbursement to occur once receipts are submitted for approval.

The administration must provide written approval prior to any teacher participation in professional development for which the Board is to reimburse the teacher and/or the teacher will be gone on instructional day, requiring a substitute teacher.

SECTION 7H

The Board shall make available a clean and furnished work room and restroom facility exclusively for staff use.

SECTION 7I

Telephone facilities for school related calls shall be available for reasonable use at no charge to the teacher.

SECTION 7J

1. All teachers shall be allowed no less than thirty (30) minutes of duty-free, uninterrupted lunch period except in any unforeseen and emergency situations.
2. Teachers shall arrive at school and be on duty in or near their classrooms available to the students by at least fifteen (15) minutes prior to the beginning of school.
3. Teachers are permitted to leave no earlier than fifteen (15) minutes after school is dismissed, provided prior arrangements have not been made with students or parents with requests for conferences or extra-help sessions.

4. If for any reason all of the students are dismissed from school early, teachers shall be excused after students have left the school.
5. Teachers are not required to report at their regularly scheduled time on days when school is cancelled or delayed due to circumstances beyond the control of the district.
6. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions shall be rescheduled only according to law to meet the minimum required hours. Dates for any state required calendar make-up of cancellations shall be negotiated jointly between the Board of Education and the Association.

SECTION 7K

1. The Board agrees at all times to maintain a list of qualified substitute teachers.
2. Teachers shall be informed of a telephone number they may call to report unavailability for work.
3. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange a substitute teacher.
4. Teachers shall not be denied sick leave due to lack of substitutes.

SECTION 7L

1. All teachers will maintain a lesson plan book including class roster with duplicate lesson outlines submitted to the Superintendent's office each Monday for the week, so as to enable substitute teachers to be as effective as possible.

2. This lesson plan book shall be available for use by the substitute teachers, and its usual location at the school shall be known to the Superintendent.
3. Each teacher shall turn in their completed grades to the Superintendent's office at the close of the school year.

SECTION 7M

Teachers calling to report unavailability shall indicate whether it is illness or death in the family.

SECTION 7N

A minimum of two (2) parent-teacher conferences session dates will be held during the school year, as set by the Superintendent.

SECTION 7O

The Association shall have the right to use school building facilities at reasonable hours for meetings. "Reasonable hours" shall in no way be construed to mean during the teachers' working hours. Up to seven (7) days per year shall be granted to Burt Township Teachers' Education Association. The Association will be responsible for the cost of the substitute teachers for days used.

SECTION 7P

The Association shall have the right to use the bulletin boards in the teachers' room and mailboxes for any material or communications in relation to the Association. It may also have the right to use school facilities and equipment including word processors and other duplicating equipment when such equipment is not otherwise in use. The Association shall pay for all materials and supplies incident to such use on such terms as dictated by past practice.

SECTION 7Q

Teachers' engaged during the school day negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance procedures, including arbitration, shall be released from regular duties without loss of salary, provided that the time for such negotiating or arbitration has been approved by the Superintendent of Schools or the Board of Education or has been set by the Michigan Employment Relations Commission.

SECTION 7R

1. **Academic Freedom**

- A. Both the Employer and Association recognize the importance of seeking to inspire students to develop respect for truth, a recognition of individual freedom, social responsibility and the democratic tradition, and an appreciation of individual personality. Teachers shall be free to discuss findings and conclusions in their respective fields or areas of knowledge without interference from artificial restraints and censorship. New ideas based upon scholarly evidence, contemporary thought and conflicting opinions among specialists may be freely discussed in the classrooms, and investigated by students. It is recognized that academic freedom carries with it certain responsibilities. Teachers will present knowledge, and conflicting theories and interpretations objectively. Board policies and Burt Township and state curriculum guidelines will be followed.

- B. In exercising academic freedom the teacher shall interpret and use educational research and the writings of others with intellectual honesty and shall be cognizant of the intellectual maturity of the students in instructional representations.

2. **Grading**

The evaluation of student performance is the responsibility of the teaching staff within the bargaining unit, unless the law expressly requires otherwise. No change in any grade or test score,

assigned a student, may be made by the employer, without informing the teacher who assigned the grade or score.

SECTION 7S

1. A vacancy shall be defined as an open position as determined by the administration.
2. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association as well as individual teachers certified in said vacancy and post notice of same on bulletin boards in the school for no less than ten (10) working days before the position is filled. When school is not in session, the President of the Association shall be informed.
3. Bargaining unit members shall be given first opportunity to apply for all vacancies.

SECTION 7T

1. The District shall not adopt, implement, or maintain a policy for discharge or discipline of a bargaining unit member that includes a standard for discharge or discipline that is different than the arbitrary and capricious standard.

ARTICLE V – HIRING OF TEACHERS

SECTION 8A

No new teacher shall be employed by the Board for a regular teaching assignment who does not meet state standards. Temporary certification, confirmation of certification application with the state, or a 90-day permit will be accepted, while awaiting a state teaching certificate.

SECTION 8B

Should substantial and unforeseen changes in the student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Superintendent will make necessary recommendations to the Board based upon the District's immediate needs.

The Board shall develop a list of necessary staff positions based upon the proposed educational program for the forthcoming year. Such list shall include types of positions required; i.e., grade level (K-6), subjects and subject areas (grades 7 through 12). A seniority list of staff shall be published and posted with a copy to the Association. Such a list shall be published and posted prior to any layoff. A teacher on unpaid leave of absence shall not receive seniority for the year of leave; however, he/she shall retain all past accumulated seniority in the district. For the purpose of staff reduction only, a tenure teacher on leave of absence shall be considered in the same status as an actively employed teacher. A teacher on a Board approved leave of absence shall only be replaced by a certified and qualified teacher who is issued an individual contract only for that time period during which the leave has been approved. Seniority shall be defined as the number of years and fractions of year continuously taught in the District.

SECTION 8C

Teachers shall be recalled to employment in inverse order of layoff for position openings as determined by the program offered by the Board for which they are certified. Recall shall be limited as follows:

1. Tenured Teacher (2 years from date of layoff)

ARTICLE VI – EVALUATIONS

SECTION 9A

1. Decisions about the development, content, standards, procedures, adoption and implementation of the District's performance evaluation system are not an allowable subject of bargaining. The Administration will evaluate all bargaining unit members. The purpose of the evaluation is to

determine the extent to which a bargaining unit member is performing his/her professional duties. Administrators shall have training in teacher evaluations or be trained within twelve (12) months.

ARTICLE VII – PUPIL ADMINISTRATION

SECTION 10A

The teacher shall be responsible for discipline in the classroom. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears to the Board that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to utilize these resources with respect to such pupil.

A teacher, by law, has the right to exclude a student from his/her class(es) for one (1) day (snap suspension). It is also the teacher's responsibility to conduct a meeting with the parent, student, and if appropriate, the administration prior to the student's return to his/her class. Furthermore, the teacher is responsible for documenting the incident in the office discipline file.

SECTION 10B

Any case of assault and/or battery upon a teacher will be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

SECTION 10C

The Board shall reimburse teachers for any damage to or destruction of clothing or personal effects normally used by people in the course of their day-to-day activities when such damage or destruction occurs while the teacher is on duty in or for the Burt Township School District and is caused by a student of the District. This amount is not to exceed \$500.00 per incident. Teachers are expected to submit documentation of the value of articles damaged, resulting in a request for reimbursement.

SECTION 10D

Parents wishing to make complaints against a teacher at a Board meeting or otherwise shall be requested by the Board or the Administration to follow district policy.

SECTION 10E

Visitors shall adhere to district policy when a visit to school property is desired during regularly scheduled instructional hours.

SECTION 10F

Student Policy will be enacted by the Board in grades K through 12. The Student Policy shall be enforced by the teachers under the general direction and supervision of the Board through its representative(s).

SECTION 10G

Teachers shall be informed of duties, rules, and regulations pertaining to their teaching day by the Administration at the opening of the school year and/or the time of hire. These rules and policies shall be maintained in a teacher's handbook.

SECTION 10H

There shall be written notice to teachers and counselors involved when a student has enrolled, dropped out of school or upon re-entrance or when disciplinary action has been taken against the student.

ARTICLE VIII – SALARY SCHEDULES

SECTION 11A

Burt Township EA Salary Schedule Index

2014-2017

Year of Teaching Step	BA/BS SALARY	MA SALARY
0	\$31,000.19	\$35,228.75
1	\$32,550.19	\$36,990.18
2	\$34,100.19	\$38,751.61
3	\$35,650.19	\$40,513.04
4	\$37,200.19	\$42,274.47
5	\$38,750.19	\$44,035.90
6	\$40,300.19	\$45,797.33
7	\$41,850.19	\$47,558.76
8	\$43,400.19	\$49,320.19
9	\$44,950.19	\$51,081.62
10	\$46,500.19	\$52,843.05
11	\$48,050.19	\$54,604.48
15	\$49,600.19	\$56,365.91
20	\$51,150.19	\$58,127.34
25	\$52,700.19	\$59,888.77

**Longevity within Burt Township School increase of 5% of BA/MA per step at 15, 20, and 25.*

SECTION 11B

2014-2017 EXTRACURRICULAR SCHEDULE

<u>Activity</u>	<u>Percentage Rate of Annual BA Base Salary</u>
Varsity Basketball	5% = \$1,550.00
Volleyball, Soccer, Track4% = \$1,240.00
Technology Coach	6% = \$1,860.00

SECTION 11C

New employees who have had previous certified teaching experience will be given credit for one-quarter (¼) of their years' experience up to one-half (½) of their years' experience with a maximum of ten (10) years' experience credit on the salary schedule at the discretion of the superintendent.

Half of the tuition cost for state-mandated education will be paid by the Board, with NMU fees as the standard. These credits must be pre-approved by the superintendent prior to taking the course, for reimbursement to occur. Reimbursement to occur when documentation (report card) is submitted upon completion of the course with a grade of B- or better.

ARTICLE IX – EMPLOYEE BENEFITS

SECTION 12A

The Board shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts or similar accounts used for health care costs, than a total amount equal to \$5,500.00 times the number of employees with single person coverage, \$11,000.00 times the number of employees with individual and spouse coverage, plus \$15,000.00 times the number of employees with family coverage, for a medical benefit plan coverage.

Staff Receiving Full Benefit Package:

Major Medical Insurance – Simply Blue PPO HSA-Plan 1250/0% with Prescription Drug Coverage

Long-term disability insurance – Reliance Standard

66 2/3% of maximum eligible salary

Maximum mo. benefit \$5,000/Maximum eligible mo. salary \$7,500

90 calendar days modified fill elimination period

COLA No

Mental/Nervous same as illness – 24 months

Alcohol/Drug same as illness – 24 months

5% minimum payout - \$100 minimum payout

Pre-existing limits waived

Family social security offset

No survivor income

Freeze on offsets

No educational supplement

2-year own occupation

Life Insurance - Life volume requested \$10,000, disability waiver will apply

AD&D - Life volume requested \$10,000

Vision Care Plan - SET/Assurant Plan 2

Dental - 100/80, \$1,000 annual maximum

50, \$1,500 lifetime maximum

Two cleanings per year, no adult ortho

Staff Declining Medical Benefits:

NO Major Medical Insurance

Long-term disability insurance – Reliance Standard

66 2/3% of maximum eligible salary

Maximum mo. benefit \$5,000/Maximum eligible mo. salary \$7,500

90 calendar days modified fill elimination period

COLA No

Mental/Nervous same as illness – 24 months

Alcohol/Drug same as illness – 24 months

5% minimum payout - \$100 minimum payout

Pre-existing limits waived

Family social security offset

No survivor income

Freeze on offsets

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Life Insurance - Life volume requested \$10,000, disability waiver will apply

AD&D - Life volume requested \$10,000

Vision Care Plan - SET/Assurant Plan 2

Dental - 100/80, \$1,000 annual maximum

50, \$1,500 lifetime maximum

Two cleanings per year, no adult ortho

SECTION 12B

Part I: Sick Leave

1. Teachers in this system shall be granted twelve (12) days annual sick leave with unlimited accumulation not to exceed 171 days.
2. Every teacher will be informed during end-of-year checkout the number of sick days accumulated.

Part II: Terminal Leave Pay

1. Upon retirement and upon becoming eligible for retirement benefits from the Michigan Public School Employees' Retirement Fund, the Burt Township School District shall pay to each teacher an amount equal to \$25 per accumulated unused sick leave days.

2. Retirees must give sixty (60) days' written notice, submitted no later than March 31 for this benefit to occur.

SECTION 12C

Paid leave will be granted to a teacher for the death in the teacher's immediate family which shall be the spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, brother/sister-in-law, grandmother, grandfather and grandchildren. The days must be consecutive school calendar days. Days, as needed, will be first taken out of personal business days, then out of sick days.

SECTION 12D

1. Three (3) days' leave per year will be granted to each teacher for personal business. These days to be non-accumulative. Any unused days will convert to sick days at the end of the school year.
2. Twenty-four (24) hours prior notice in writing will be given to the Superintendent for personal leave day and no more than one (1) teacher is to be granted personal leave on any given day. No personal leave may be taken the day before or the day after a vacation period.

SECTION 12E

1. The entire teaching staff may be released from class one (1) day of each month after the morning session with the afternoon set aside for professional development upon the written request of the Association or the Administration for cause shown. Teachers shall attend the meeting for one (1) hour beyond the regular working day if required. In no event shall any of the meetings or discussions consider or involve professional negotiations unless agreed to by the Board.

2. Teachers shall be required to remain one (1) hour beyond the regular working day not more than two (2) times per month. This time is to be allocated to staff meetings and professional development.

SECTION 12F

The teacher's salary shall be paid in 21 or 26 equal installments. Teachers shall convey their desired pay schedule, in writing, to the district payroll clerk no later than the Monday prior to the first pay of the school year. Any changes to the selected pay schedule shall be presented in writing to the payroll clerk.

A teacher shall be granted a salary commensurate with the MA scale when proof of degree completion is provided to the Superintendent (copy of diploma). This is to occur prior to the beginning of the school year in the fall or prior to the beginning of the second semester in the winter and is NOT retroactive. Proof need be presented only one time.

SECTION 12G

Retirement contributions will be paid through August 31 of the school year in which retirement occurs.

SECTION 12H

The Board shall upon the request of a teacher authorize a reduction of his/her annual salary by a specific amount to apply to tax deferred annuities.

ARTICLE X – LEAVES OF ABSENCE

SECTION 13A

Any teacher who requests a leave of absence from his employment shall be granted a leave of absence by the Board for the purpose of being inducted into or entering the military forces of the United States. Upon his or her release from such training duty or upon discharge, the teacher shall be reinstated by the Board to a position for which he/she is qualified, without loss of his seniority status or pay, provided such application for reinstatement is made within fifteen (15) days following a release or discharge from the military service.

SECTION 13B

Teachers called for jury duty or subpoenaed as a witness, in a school related case, (when school is in session) will be paid their regular salary. Teachers must present documentation of such to the Superintendent twenty-four (24) hours prior to court leave, in order to be compensated salary. Teachers will remit their pay as a witness or jury duty, minus mileage, to the Board of Education. Such time shall not be charged against the teachers' leave.

SECTION 13C

Teachers who have been employed for five (5) or more years in the Burt Township Schools may be granted an unpaid leave of absence for up to one (1) year for personal reasons or in the case of illness.

SECTION 13D

Teachers may be granted a sabbatical leave in accordance with the provisions of the School Code of 1955 as the same may be from time to time amended. A teacher may be granted a sabbatical leave of one (1) year for purposes related to improving the teacher's skills as an educator. Sabbatical leave will be limited to one (1) teacher every two (2) years. Upon completion of sabbatical leave the teacher must return to the district for at least one (1) year or forfeit all compensation received under this section. The Board agrees to pay one-half (1/2) of the base salary, base salary determined as of the year of leave. Requests for sabbatical leave shall be submitted in writing to the Superintendent at least sixty (60) days prior to the date such leave is to be effective but not later than July 1.

SECTION 13E – CHILD CARE LEAVE (As required by FMLA)

1. An unpaid leave of absence shall be granted to any bargaining unit member for the purpose of child care.
2. It shall not exceed one (1) year in length.
3. Said leave shall commence upon request of the bargaining unit member.
4. The teacher shall submit a written request for child care leave to the Board of Education.
5. The request shall specify the anticipated beginning date of the leave and be accompanied by the physician's statement that there is not medical reason why the teacher cannot continue to perform services until the beginning date of the leave.
6. 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 four (4) months prior to the expected date of leave so that necessary arrangements can be made to procure the teacher's replacement.
7. A bargaining unit member may commence said child care leave at his/her option.
8. Likewise, it may be terminated at any time, the member is physically able to return with a doctor's release to perform his teaching/work responsibilities.
9. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the bargaining unit member.
10. The granting of such leave will in no way interrupt seniority and rights attendant thereto.
11. Continuation of insurance benefits will be provided during the initial leave period.

12. In lieu of the above provisions for unpaid leave a teacher shall have the right if she so desires to receive accumulated sick leave benefits beginning at such time as she is no longer able to continue work and is temporarily incapacitated by a doctor's verification.

SECTION 13F

Absences other than contained in this contract may be granted at the discretion of the Superintendent.

ARTICLE XI – SCHOOL CALENDAR

SECTION 14

School calendar (as attached).

ARTICLE XII – CONTRACT REPRODUCTION

SECTION 15

Copies of this Agreement shall be reproduced by the Board of Education by whatever means they deem appropriate. Five (5) additional copies of this Agreement shall be made available to the local Association President or Uniserv Director.

ARTICLE XIII – CONTRACT DISCUSSION

SECTION 16

Any provision of this contract may be discussed upon the written request of one (1) party to the other.

ARTICLE XIV – GRIEVANCE PROCEDURE

SECTION 17A

1. DEFINITION

A claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any current law, rule, order, policy, or regulation affecting bargaining unit members' working conditions may be processed as grievances as hereinafter provided.

2. INFORMAL LEVEL: When a cause of complaint occurs, the affected bargaining unit member(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.
3. In the event that a unit member or the Association believe a grievable incident has occurred, the member or the Association shall request a meeting with the supervisor involved within thirty (30) school days of the occurrence of such grievable incident or the grievant's knowledge of the occurrence. If the grievant is unsatisfied with the result of the meeting or the supervisor fails or refuses to provide such meeting within five (5) days of the request, the claim or complaint may be formalized in writing as provided hereunder.

SECTION 17B

1. FORMAL LEVEL 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within twenty (20) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

2. FORMAL LEVEL 2: If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the governing body of the Employer or its designee. Within seven (7) days after the grievance has been so submitted, the governing body or its designee shall meet with the Association of the grievance. The Employer's governing body or its designee, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

3. FORMAL LEVEL 3: If the Association is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the period above provided, the Association may submit the # grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and Employer.

4. ALTERNATIVE SELECTION PROCESS

When arbitration is invoked under the provisions of this Agreement, the arbitrator will be selected from a list of arbitrators mutually agreed upon by the parties. Arbitrators will be selected on a rotating basis from a list supplied by the American Arbitration Association. The responsibility to contact the arbitrator and advise of appointment will rotate between the Association and the Employer.

Any arbitrator on the list may be removed from the list unilaterally by either party during the life of the Agreement upon the giving of written notice by the party removing the arbitrator to the other party and to the arbitrator. Upon receipt of written notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within ten (10) days after receipt of such notice, the parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly-selected arbitrator will be placed on the list of the numbered position of the arbitrator he/she replaced, and will take the cases on a rotational basis in the same manner as the arbitrator he/she replaces would have received them. An arbitrator may remove himself/herself from the list at any time.

5. The Association, at its option, may process a grievance via the expedited grievance procedure outlined as follows:
 - a. The grievance shall be submitted in writing to the Superintendent or his/her designee. Within five (5) days after submission, the Superintendent or his/her designee shall schedule a meeting with the Association in an effort to resolve the dispute.
 - b. If the dispute is still not resolved to the Association's satisfaction within seven (7) days of the initial hearing between the Employer's governing body or its designee and the Association, as above described, the Association may appeal the grievance to the American Arbitration Association in accord with its rules of expedited arbitration.
 - c. Both parties agree to be bound by the decision of the arbitrator.
6. The fees and expenses of the arbitrator shall be shared equally by the parties.

SECTION 17C

1. MISCELLANEOUS CONDITIONS

- A. The term "days" when used in this Article shall mean work days. Time limits may be extended by mutual written agreement.
- B. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- C. If any bargaining unit member shall be found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
- D. For the purpose of assisting a bargaining unit member or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit an Association representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
- E. A bargaining unit member who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose.

GRIEVANCE REPORT FORM

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature of Superintendent/Designee Date

C. Position of Grievant and/or Union/Association _____

Signature of Grievant Date

STEP III

A. Date Submitted to Arbitration: _____

B. Disposition & Award of Arbitrator: _____

Signature of Arbitrator Date

NOTE: All provisions of Articles ____ of the Agreement dated _____, 2____, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

ARTICLE XV – DURATION OF CONTRACT

SECTION 18

All provisions of the Agreement shall be effective September 1st, 2012 and shall continue in effect for one (1) year until August 31st, 2013. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

ARTICLE XVI – CONTRACT SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their hand the day and year first above written.

BURT TWP SCHOOL DISTRICT

By _____
BTEA President, Brian Prill

Date: _____

BOARD OF EDUCATION
BURT TWP SCHOOL DISTRICT

By _____
Board President, Patricia Munger

Date: _____

By _____
Superintendent, Penny Barney

Date: _____

By _____
Principal, Seth Hoopingarner

Date: _____