

**A G R E E M E N T
B E T W E E N T H E**

**BOARD OF EDUCATION OF THE
BENZIE COUNTY CENTRAL SCHOOLS**

A N D T H E

**BENZIE COUNTY CENTRAL EDUCATION ASSOCIATION
MICHIGAN EDUCATION ASSOCIATION/
NATIONAL EDUCATION ASSOCIATION**

2011-2014

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SECTION I BASIC CONTRACTUAL PROVISIONS

1.1 AGREEMENT

This Agreement entered into this first day of September 2011, by and between the Board of Education of the Benzie County Central Schools, Counties of Benzie, Manistee, Grand Traverse, and Wexford, Michigan hereinafter known as the Board, and the Benzie County Central Education Association/Northern Michigan Education Association/Michigan Education Association/National Education Association, hereinafter known as the Association.

1.2 RECOGNITION

The Board recognizes the Association as the sole exclusive bargaining representative with respect to wages, hours, terms, and conditions of employment, for all certified Young 5's-12 regularly employed teachers, excluding superintendent, building principals, teaching principals, director of student services, substitute teachers, guidance counselors, and teaching guidance counselors, and excluding any community education, summer educational programs or adult education programs.

1.3 DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2011, and shall continue in effect until August 31, 2014, on which date it shall expire. This Agreement shall not be extended by either party without mutual consent.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

BCCEA President

Board President

BCCEA Vice President

Board Secretary

MEA Uniserv Director

Superintendent

1.4 MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS

A. DUES

Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing the deduction of Professional Dues for the Association and shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months beginning in September and ending in June of each year. Any teacher who shall not perform services for an entire month of the school year shall have his dues reduced by one-tenth of the yearly dues for each entire month he did not work, except where the failure to perform services during any month was the result of the teacher taking any leaves of absence or sick leave provided for in this contract. Notice of change in the amount deducted shall be given once per year, not later than August 1. Changes will not be made during the school year.

B. SERVICE FEE

Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment, pay as a service fee to the Association an amount established by the Association, provided however that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph A. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deductions as provided for in the preceding paragraph, the Board shall at the request of the Association and pursuant to MCLA 408.447; MSA17.277 (7) deduct the service fee from the teacher's paycheck and remit same to the Association under the procedures specified below. The parties expressly recognize establishment of said service fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. Only one change shall be made each fiscal year.

C. NON-COMPLIANCE PROCEDURES

The procedure in all cases for violation of this Article shall be as follows:

1. The Association shall notify the teacher of non-compliance by certified mail, return requested. Said notice shall detail the non-compliance and shall further advise the recipient that a request for payment shall be filed with the Board in the event compliance is not effected.

2. If the teacher fails to comply, the Association shall file charges in writing, with the Board, and shall request that the Board deduct the service fee in equal amounts, as nearly as may be, from the teacher's paycheck. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
3. The board upon receipt of request for involuntary deduction, shall provide the Bargaining Unit Member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the association or authorized payroll deduction for same. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or service fee.

D. REMITTANCE

With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Service Benefit Fee, the Board agrees promptly to disburse said sums at the end of each month.

E. RETROACTIVITY

This Article shall be effective retroactively to the date of the Agreement and said sums payable hereunder shall be determined from said date.

F. INDEMNIFICATION

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding Section 1.4 of this Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, unless it is proven in a court of appropriate jurisdiction that the Board acted out of negligence, misfeasance or malfeasance.

1.5 GRIEVANCE PROCEDURE

A. DEFINITIONS

A "day" for the purposes of this Article is defined to be the calendar days except Saturday, Sunday, defined breaks in the school calendar, and legal holidays, as defined by the Michigan School Code. (The definition of a legal holiday is not subject to the grievance procedure.)

A "grievance" shall be defined as a misinterpretation or misapplication resulting in an alleged violation of the specific terms and conditions of this Agreement. All Articles of this Agreement are subject to the grievance procedure.

B. TENURE ACT

There shall be no grievance filed for which there is recourse or redress under the Michigan Teacher Tenure Act.

C. REPRESENTATIVES

The Association shall designate representatives in each building to handle grievances. The Board designates the principal of each building to act as its representative at Level One as hereinafter described; and the Superintendent or his designated representative to act at Level Two as hereinafter described.

D. FORM

Written grievances under this Article shall conform to the following specifications:

1. Must be signed by the grievant, grievants or an Association Representative.
2. Must be specific.
3. Must contain a synopsis of facts giving rise to the alleged violation.
4. Must cite the specific sections or subsections alleged to have been violated.
5. Must contain the date of the alleged violation.
6. Must specify the relief requested.

E. COMPLIANCE

Any grievance not in compliance with D (1-6) supra shall be rejected as improper. Such rejection shall not extend time limitations hereinafter set forth.

F. PROCEDURAL LEVELS

1. Level One - A teacher alleging a violation of the expressed provisions of this contract shall, within seven (7) days of the alleged violation, orally discuss the grievance with the building principal. An Association representative may be present at all levels of the Grievance Procedure at the request of the grievant. If no resolution is obtained within two (2) days of the discussion, the teacher shall reduce the grievance to writing as described in D supra and proceed within five (5) days of the Level One discussion to Level Two.
2. Level Two - The written grievance shall be filed with the Superintendent or his designated representative. Within five (5) days of receipt of the grievance, the Superintendent or his designated representative shall arrange a meeting with the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated representative shall render a decision in writing to the grievant. If no resolution of the grievance is rendered or if the decision at this level is unsatisfactory, the grievant may within five (5) days file a written grievance with the Board of Education through the Superintendent.

3. Level Three - Upon receipt of the written grievance, the Board President shall appoint someone to hear the grievance within fourteen (14) days of the date the grievance was submitted to Level Three. The Employer's designated representative shall hear the grievance and render a decision in writing within ten (10) days of the meeting at which the grievance was heard.
4. Level Four - If the Association is not satisfied with the disposition of the grievance or if no response is received at Level Three, it may within ten (10) days of the expiration of Level Three submit the matter to binding arbitration. If the parties have not agreed upon an arbitrator, he shall be selected in accordance with the AAA Voluntary Arbitration rules.
 - a. The costs of the arbitration shall be borne equally by the parties, but expenses incurred in calling its own witness or preparing its own testimony and exhibits shall be borne by each party individually.
 - b. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at prior levels of this grievance procedure.
 - c. The powers of the arbitrator shall be limited as follows:
 - He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - He shall have no power to establish salary scales.

G. TIME LIMITS

Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred. Should the Administration or Board fail to respond to a grievance within the time limitations herein established, the grievance shall be automatically advanced to the next level of the grievance procedure. Time limitations hereinafter established for the processing of grievances may be extended only by mutual agreement in writing.

H. ASSOCIATION GRIEVANCES

The Association shall have the right to file a grievance alleging a violation of the Association's rights under this Agreement.

I. GRIEVANCE HANDLING

All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations, unless mutually agreed upon by the parties.

J. ARBITRATION AWARDS

Both parties agree to be bound by the award of the arbitrator, and agree that judgment thereon may be entered in any court of competent jurisdiction.

SECTION II EMPLOYMENT RELATIONS

2.1 ASSOCIATION RIGHTS

A. FACILITIES

The Association and its representatives shall have the right to use school buildings, per building use procedure, and equipment including District electronic resources at all reasonable hours for meetings, provided that when a special custodial service is required, the Board may make a reasonable charge therefore.

B. ORGANIZING ACTIVITIES

Organizational activities by the Association shall not take place during normal school hours.

C. ASSOCIATION PRESIDENT

The Association President may use the preparation period for Association business. Lacking a designated preparation period, times prior to and after the close of the regularly scheduled student day may be used for Association business. At the beginning of each school year, the President of the Association will notify the Administration which period shall be used. This paragraph supersedes B above.

D. SUPPLIES

The Association shall pay for any costs incurred by the Board from Association requests for materials and supplies in full.

E. COMMUNICATIONS

The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin Boards, at least one of which will be provided in each school building. The Association may use the teacher mailboxes and E-mail for communication to the teachers. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Individual teachers shall have the right to use the district's electronic resources including E-mail free of charge provided the individual teacher follows current Board policies.

F. NONDISCRIMINATION

The Board shall not discriminate against any employee for membership or participation in lawful activities of the Association.

G. PRINTING

The Board agrees to provide one copy of the final version of this Agreement to each teacher. In addition to the above, the Association shall receive 20 copies for its use.

H. CONTRACT ADMINISTRATION

A liaison committee consisting of three (3) representatives of the Association and three (3) administrative representatives and one (1) board member will meet each month for the purpose of reviewing contract administration, and to recommend resolution of any problems, which may arise. These meetings are not intended to bypass the grievance procedure.

2.2 TEACHER RIGHTS

A. NONDISCRIMINATION

Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, 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 undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher 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 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.

The teachers shall be entitled to full rights of citizenship and religious or political activities of any teacher or the lack thereof shall not be grounds for any discrimination with respect to the professional employment of such teacher.

Nothing contained within this contract shall be construed to deny or restrict to any teacher rights he/she may have under the Revised School Code, Tenure Act, or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

The parties agree that it will in no way discriminate against or between employees covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, sexual orientation, disability or place of residence.

B. VALIDITY OF AGREEMENT

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

C. MUTUAL AGREEMENT

This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between, and executed by, the district and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

D. COMPLETION OF AGREEMENT

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 all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District 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 any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

E. Teacher Discipline will be referenced by Board of Education Policy #3139 adopted February 13, 2012.

2.3 BOARD RIGHTS

A. RIGHTS

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 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, of their dismissal or demotions; and to promote, and transfer all such employees with written defined reasons that are not arbitrary or capricious;
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 decide upon the means and methods 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 other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.

B. LIMITATIONS

The exercise of the foregoing powers, rights, 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 only by the specific and express terms of this Agreement.

2.4 PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. NOTICE OF ASSIGNMENT

The Administration will endeavor to provide teachers with written notice of tentative assignment for the following school year no later than ten (10) workdays prior to the last teacher day of the current year providing said assignment is different from the present year's assignment. The term "assignment" as used in this paragraph means assignment within the subject matter of instruction in Middle School and Senior High school, and grade level in elementary school.

B. AREA OF ASSIGNMENT

Teachers will be assigned within the area of their teaching certificate and their academic major or minor and must meet NCLB Highly Qualified Teacher requirements if required by statute.

C. PREPARATIONS

Normally no middle school or senior high school teacher will be assigned to more than three (3) different subject matter preparations in any one given semester without consent of the teacher involved. However, the Administration may assign some teachers to a fourth preparation.

Prior to the administrator making the final decision, teachers who may be assigned four (4) preparations may review the proposed schedule and the various alternatives available, and may suggest other alternatives. All alternatives presented will be considered and the effect on the total program will be assessed before a final decision is made.

D. SUPERVISORY TEACHERS

Supervisory teachers of student teachers shall be tenure teachers who voluntarily accept this assignment and they shall be known as "Supervisory Teachers." The parties recognize that "Supervisory Teachers" are not supervisors under Public Act 379 of 1965.

E. MENTOR TEACHERS

The Board and Association realize that a new teacher may need help and orientation to be an effective teacher in the Benzie County Central Schools. The parties agree that providing Mentor Teachers for probationary teachers is an essential practice and further agree to cooperate in providing this assistance.

1. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher may be a member of the bargaining unit.
2. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide assistance, resources and information in a non-threatening collegial fashion.
3. A Mentor Teacher may be assigned in accordance with the following:
 - A. The Mentor Teacher, if from the bargaining unit, shall be a tenured member.
 - B. Participation as a Mentor teacher shall be voluntary.
 - C. This assignment should be finalized within thirty (30) days of the commencement of the starting date of the Mentee.
 - D. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
4. 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 and shall not be a part of either's evaluation.
5. Upon request, the administration may make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular

workday. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.

6. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three- (3) years of classroom teaching. The Board shall attempt to schedule Professional Development within the parameters of the regular workday and work year. It is understood by the parties that should it be necessary to schedule such training outside the regular work day or work year that the affected bargaining unit members will be paid at the substitute teacher rate. The training dates, if possible, will be a part of the negotiated calendar.
7. Upon request, the Administration and the Association shall meet and make a joint determination by May 1 of each year regarding the number, kind, duration and compensation of (for) sabbatical leaves to be offered on a voluntary basis to prospective or continuing mentor teachers for training such teachers to aid in the professional development of probationary teachers.

2.5 VACANCIES AND TRANSFERS

A. NOTICE OF VACANCY

Whenever a vacancy in any bargaining unit or administrative position shall occur during the school year the Administration shall give written notice to the Association President at least seven (7) calendar days prior to filling the vacancy. Postings shall be posted in each school building and will clearly identify buildings in which vacancies exist and the assignment within that building. The Board agrees to consider filling any such position from within its own ranks but is not required to do so.

A vacancy shall be defined as a situation where said position was previously held by an employee or when a new position is created. Such position must be of at least 60 days in duration.

Summer notices shall be posted in the Board Office and shall be included with the summer paychecks to all bargaining unit employees who receive part of their pay during the summer. In addition, those employees not receiving a summer paycheck and wishing to be notified may leave stamped self-addressed envelopes with the Board Office to be used for that purpose.

- B. Teacher Placement will be referenced by Board of Education Policy #3130A adopted February 13, 2012.

2.6 TEACHER EVALUATION

- A. **Performance Evaluation of Teachers** will be referenced by Board of Education Policy #3220A adopted February 13, 2012.

B. WRITTEN EVALUATION

The written summative evaluation and observations shall be presented to the individual teacher at a personal conference. A copy of the summative evaluation shall be signed by the teacher and retained in the teacher's permanent personnel file; the teacher may retain one (1) copy. Should the teacher object to any information contained in the observation or summative evaluation report, he/she may itemize the objections in writing and have them attached to the file copy of the observation or summative evaluation report. The teacher's signature indicates only that he/she is aware of the contents of the observation or summative evaluation.

C. PERMANENT RECORDS

Nothing in this Article may be construed to prevent the Board from maintaining a permanent discipline record in any employee's personnel file, or from utilizing this record in teacher evaluations or for making any decision regarding tenure.

2.7 REDUCTION-IN PERSONNEL AND SENIORITY

A. REASONS

The Association shall be informed of the reason(s) for reduction in personnel.

B. SENIORITY

1. Seniority: Seniority in the school district for the purpose of this section shall mean continuous permanent employment in the district as a teacher, counselor or principal. Those persons first hired as a principal or counselor after September 1, 1982 shall not accrue seniority in the bargaining unit. Any teacher transferred to a position of counselor or principal and later returned to a teacher status shall be entitled to retain such rights as he/she may have had under this agreement prior to such transfer to a counselor or principal.
2. Seniority in this district shall be based upon the number of paid days of employment in the school district. At the end of each school year the teacher will have added to his rank the number of days in that year for which he was paid.
 - a. To establish this rank for the 1995-96 school year, those teachers who are presently employed will have the number of years, or a fraction thereof, of service to Benzie County Central Schools multiplied by 183.
 - b. In the event more than one (1) individual has the same effective date of hire, after "a" above has been followed, the teacher with the highest last four (4) digits of his/her Social Security number will be retained. In the event that the last four- (4) digits are identical, the middle two (2) digits of the Social Security number will be used.

- c. The parties agree to change the seniority accumulation format, effective the first day of work of the 1995-96 school year. Seniority will be calculated, based upon a full-time bargaining unit position as defined by the current master agreement in Sections 3.1 and 7.5. All previously accumulated seniority will stay as it is and additional seniority will simply be accumulated under the new format and added to the amount that has been previously accumulated. The new format will be a prorated format which will take into consideration the number of hours worked per day and the number of paid days per year! For example, all teachers work 7 hours per day! A teacher who works 4 hours per day for a 120 days would be credited with 57% (4/7) of 120 days (.57*120) or 68 days of seniority.

C. REDUCTION AND RECALL PROCEDURES

1. For reasons of insufficient revenues or substantial reduction in enrollments, the Board shall give fifteen- (15) day notice of layoff.
2. The Board shall give written notice of recall from layoff by mailing a registered or certified letter to the teacher at his/her last known address five- (5) school days prior to the date of return to work.
3. The teacher shall report to work upon the date specified by the Board, and failure to report on that date without just cause shall terminate his/her individual employment contract.

D. EXTRA DUTY

Extra duty assignments shall not carry tenure of position.

E. TENURE ACT

The process of reduction shall not be contrary to the priority established under the Tenure Act. Nothing herein stated should be construed as a waiver of any right that an individual teacher may have under the Tenure Act.

F. BENEFITS

Teachers recalled to duty shall retain accumulated sick leave and shall be returned to the step on the salary schedule held at the time of layoff.

G. RECALL RIGHTS

Refusal or acceptance of a position that is less than full-time employment within the system shall not affect the teacher's recall rights to a full-time position. No new teachers shall be

employed by the Board while there are laid off teachers in the District unless none of the laid off teachers are certified and qualified for that vacancy, or refuse to accept available positions.

H. SENIORITY LIST

A seniority list will be developed and updated by January 1 of each year with a copy of said seniority list sent to the Association.

I. STAFF REDUCTION/RECALL

Staff reduction/recall will be referenced by Board of Education Policy #3131 adopted December 12, 2011.

2.8 CURRICULUM COUNCIL

There are hereby established Curriculum Councils consisting of representatives appointed by the Association and the Board. The Curriculum Councils will advise the Board on such matters as teaching techniques, course of study, textbooks, curriculum, pupil testing and pupil evaluation.

The district-wide Curriculum Council shall consist of two (2) teachers from the Middle School, Senior High and each elementary building selected by the Association, one (1) "special" subject teacher selected by the Association, the district principals and three (3) parents selected by the principals. The teacher members of the district Curriculum Council shall serve for two (2) years and parents for one (1) year. The administration shall call the first meeting with the chairperson chosen at that meeting.

When recommendations are submitted to the Board from the Curriculum Council, the Board shall act on such matters within ninety (90) days of their submission.

2.9 PROFESSIONAL BEHAVIOR

Teachers are expected to comply with 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, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

2.10 SCHOOL IMPROVEMENT

The parties do hereby mutually agree that the school improvement process currently in effect will continue. Any plan developed by the committees shall not be in conflict with the Master Agreement or Board policy.

SECTION III TEACHING CONDITIONS

3.1 TEACHING HOURS

A. WORK DAY

1. A full time teacher's normal contract day in each building of Benzie County Central Schools shall be as follows:

Platte River 6th Grade 7:05 a.m. to 2:35 p.m.
High School..... 7:30 a.m. to 3:00 p.m.
Middle School..... 7:30 a.m. to 3:00 p.m.
Betsie Valley Elementary 8:45 a.m. to 4:15 p.m.
Crystal Lake Elementary 8:45 a.m. to 4:15 p.m.
Lake Ann Elementary..... 8:45 a.m. to 4:15 p.m.
Platte River Elementary . 8:45 a.m. to 4:15 p.m.

Start and end times may be adjusted by the employer. However, if there is a need to adjust the length of the current teacher workday, then said changes will be subject to bargaining.

2. Itinerant (elementary special education, elementary art, elementary physical education, elementary music) may be scheduled by administration to have up to (60) minute duty-free lunch and a work day that shall not exceed eight (8) contiguous hours if they work in more than one building. It is understood by the parties that an individual itinerant teacher's schedule will not necessarily fit one of the above building schedules.
3. On days when Parent-Teacher Conferences are held, an equal number of hours shall be scheduled, but shall not exceed the number of hours in a normal contract day. Parent/teacher conferences may be held in the second semester of each contract year.
4. In the event it is necessary to change the structure of the school day, the above schedule may be changed only after negotiation with the Association, but shall not exceed seven and one-half 7 ½ contiguous hours, which includes thirty (30) minutes of duty free lunch time and an individual teacher's preparation time.

B. EXTRA DUTIES

Extra work for which the teacher receives extra pay shall be performed outside the normal contract hours unless otherwise designated by the Board.

1. Committee Assignments

Any teacher volunteering to serve on a district committee shall receive fifteen (\$15.00) per committee meeting that they attend. The total amount to be paid to an individual teacher shall not exceed four hundred fifty (\$450.00) per school year, per committee and shall be paid in a lump sum payment at the end of the school year in June. Approval of committees/committee chairpersons and number of members will be determined by Board of Education. Keeping records of minutes and attendance at meetings will be the responsibility of the committee chairperson. Any teacher who

serves as chairperson of a committee will receive thirty (\$30.00) per meeting up to a maximum of nine hundred (\$900.00) per school year and shall be paid in a lump sum payment at the end of the school year in June.

2. Teachers may volunteer to participate in joint planning sessions to assist with the success of Title I/Special Education inclusionary programs, or volunteer to participate at workshops, which occur during scheduled breaks such as summer. Teachers who volunteer to participate in these planning sessions or workshops will be compensated at the rate of twenty (\$20.00) per hour. It is expressly understood that teachers will only be entitled to receive compensation if the planning sessions or workshops are outside of the established teacher workday or work year in that building and have prior administrative approval.
3. The Board agrees to compensate bargaining unit members at the rate of twenty dollars (\$20) for a maximum of five (5) hours when the bargaining unit member changes/moves to a new classroom. This compensation will occur when the administration requires the change or move, not when the bargaining unit member requests a transfer that necessitates changing classrooms, which would be a voluntary move/change.

C. MONTHLY MEETINGS

Once a month regularly scheduled teachers' meeting may extend the day by one (1) hour and fifteen (15) minutes.

D. NUMBER OF PERIODS

1. There shall be no more than a seven (7) period day in grades 7-12. Teachers in these grades will be assigned six (6) periods, and will be provided with one (1) period for planning. No teacher shall be scheduled to travel during his or her preparation time or lunch period.
2. In the event of financial hardship or shortage of facilities the Board of Education may provide with five (5) straight periods for students in grades 7-12. All teachers would have five (5) straight periods followed by a planning period.
3. Normally, no Middle School or senior high school teacher will be assigned to more than three (3) different subject matter preparations in any one given semester without consent of the teacher involved. However, the Administration may assign some teachers to a fourth preparation. The option to volunteer for a fifth preparation is at the teacher's discretion. Every assignment above three (3) will receive the "split grade" or "multi age" compensation of \$600.00 per semester.

Seminar: Seminar is to be developed with building principal and staff input for a successful model for all students to participate. The seminar period shall not be considered an additional compensated prep period. The Seminar shall be reviewed annually and a report will be presented to the District Wide School Improvement (DWSI) Committee for future modifications.

4. No teacher will be reduced in hours, laid off, or transferred as a result of the implementation of a seven period day.
5. Teachers with less than two (2) years of teaching experience will not be assigned to more than three (3) subject matter preparations.
6. In grades 7 and 8, the added period shall be considered a prep.

E. DAILY SCHEDULE

1. Double Bus Runs - Teachers shall be required to be on duty a total of seventy-five (75) minutes in grades K-6 and sixty (60) minutes in grades 7-12 before and after the published regular pupil's school day.
2. The division of the 75/60 minutes or the 60/60 (single bus run) shall be a joint Administration-Teacher decision at each building. It is understood that the district may have to add additional instructional time to meet the minimum state clock hour requirement. Furthermore, any addition of workdays or lengthening of the current existing workday, to meet minimum state clock hour requirements, shall be accompanied by a prorated adjustment in pay.
3. In grades Young Fives/K-6, a total of thirty (30) consecutive minutes of planning time plus an additional fifteen (15) minutes of planning time per day will be scheduled exclusive of provisions of E-2 above, when the teacher has had students in individual classrooms the full student day. No teacher shall be scheduled to travel during his or her preparation time or lunch period.

The following applies to all elementary schools.

- a. The schedule may be adjusted so that teachers in these buildings may not have a planning period of thirty (30) consecutive minutes one (1) day per week, but may have a planning period of sixty (60) consecutive minutes on one (1) other day (Section 3.1 E.3). There will be only one (1) adjustment per week per teacher. The fifteen (15) minute "additional" planning time (Section 3.1 E.3) will not be adjusted. The total planning time per week will be two hundred twenty five (225) minutes per teacher.
 - b. The number of bargaining unit members with two (2) preps on one (1) day and none on another will be kept to the minimum necessary.
 - c. Bargaining unit members who volunteer for this schedule will be used first.
 - d. On a day with no preparatory time, the teacher will have two (2) non-duty periods of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon. One (1) of those non-duty relief periods will not count toward the two hundred twenty five (225) minutes total planning time per week.
 - e. If the job description for the itinerant staff changes, those staff affected will be notified of those changes by March 15 of each year to allow for possible transfer to posted vacancies.
4. In the event of a field trip or other activity outside the normal classroom schedule, provisions for preparation time are waived.

5. Efforts will be made to find competent, qualified substitutes for special classes.
6. Teachers required to travel between buildings shall be given adequate travel time.

F. LUNCH PERIODS

Each teacher shall be entitled to a duty-free minimum thirty (30) minute lunch period.

G. SUBSTITUTE PAY

Teachers doing substitute teaching during their preparation period shall be reimbursed for such assignment at the hourly rate of \$20.00 per hour.

H. ACT OF GOD DAYS

Nothing in this Article shall require the Board to keep schools open in the event of severe and inclement weather or when otherwise prevented by an act of God. When schools are closed to students, due to the above conditions, teachers are not required to report to duty, and shall be notified. When openings are delayed due to the above conditions, teachers' hours shall be shortened accordingly, and they shall be notified. In either case, the teacher shall suffer no loss of pay.

The BCCEA will agree to add two (2) student contract days to the 07-08 calendar and (1) additional professional development day.

Effective with the 08-09 school year, the first five (5) Act of God Days will not be subject to rescheduling.

This agreement supercedes the conditions outlined in the Stipulated Arbitration Award of November 14, 2007.

I. DISTRICT WIDE SCHOOL IMPROVEMENT COMMITTEE

A District Wide School Improvement Committee composed of an Association Representative for each elementary, Middle School, and Senior High building, and an equal number of Administrative Representatives may be established.

1. The Committee may plan and conduct In-service Education activities.
2. The equivalent of one (1) student day In-Service training may be provided for each teacher on a workday, provided at least one thousand (1,000)-student hours of attendance are scheduled.

3.2 CLASS SIZE AND TEACHING CONDITIONS

A. FACILITIES

The Board shall provide:

1. A separate desk for each teacher in the district with lockable drawer space.
2. Closet space for each teacher to store coats, overshoes, and personal articles.
3. Chalk Board in every regular classroom.

The Board shall make available in each school, for staff use only, the following:

1. One room furnished with restroom and lavatory facilities.
2. One room to be used as a workroom and/or lunchroom.

There shall be one room for staff in the middle/senior high building.

B. CLASS SIZE

The Board and the Association agree that twenty-eight (28) pupils is a reasonable classload. Exceptions to these limitations are physical education classes, band, chorus, and study halls. Laboratory classes will be limited in size to the equipment available.

1. Physical education classes will be limited to a maximum of forty (40). Class sizes over forty (40) students will be compensated at \$90.00 per section to a maximum of \$750.00 per semester. Band/Instrumental Music and Chorus/Vocal Music exceeding forty (40) students will be compensated at \$90.00 per section. Advisory/Homeroom sections exceeding thirty (30) students on or after November 1st of each school year will be compensated an additional \$90.00 per section per semester. Every attempt will be made to balance sections as the schedule permits. A Middle School teacher will be defined as a teacher who teaches four (4) or more Middle School classes

Advisory/Homeroom sections exceeding twenty-five (25) students on or after November 1st of each school year will be compensated an additional \$90.00 per section per semester. Every attempt will be made to balance sections as the schedule permits. A Middle School teacher will be defined as a teacher who teaches four (4) or more Middle School classes.

2. Classes in grades Young 5's-2 that exceed 28 students will have additional paraprofessional time assigned. Classes in grades 3-6 that exceed 28 students may have additional paraprofessional time assigned. Every regular classroom teacher in grades Y 5's – 6 shall receive one hundred fifty (150) minutes per week of general education paraprofessional assistance time.
3. The Board and the Association acknowledge that least restrictive environment mainstreaming of special education students is legally mandated and intended in the best educational interest of the student. For the purpose of this section, such students shall be referred to as "mainstreamed students." Mainstreamed students shall be

defined as those students placed into the special education process through an Individual Education Planning Committee (IEPC) evaluation. Furthermore, they agree that placement of these students into an appropriate environment as required by law or needs of the students places extraordinary demands on the classroom teacher. The Board agrees to provide additional paraprofessional time to any teacher who has more than four (4) mainstreamed students assigned to any one (1) class unless that teacher volunteers to take the additional mainstreamed students without the assistance of a paraprofessional. Furthermore, the Board agrees to create class schedules that allow for the balancing of mainstreamed students to the extent possible. Additional shall be defined for the purposes of this paragraph as two (2) hours per day paraprofessional time for elementary teachers in grades Y 5's – 6. Special education teacher time shall be counted toward fulfilling this requirement.

4. Teachers who teach medically fragile students will be provided training to deal with the special health needs which may be required in an emergency to serve these medically fragile student(s) in their classrooms.

No bargaining unit member, except an employee hired for that purpose, shall be required to provide custodial care or health services or any act or function constituting the practice of medicine. It is agreed that classroom teachers will assist with necessary emergency health services should their assistance become necessary. The Board agrees to hold harmless, any teacher who provides such emergency services from liability for the performance of such services to the extent permitted by law provided the teacher's actions were reasonable.

C. CLASS LOAD ADJUSTMENTS

On the fourth Monday following Labor Day, the Superintendent and the Association President will meet to examine existing class loads and recommend appropriate adjustments. The Board will continue to review classloads at the early elementary level. The Superintendent and Association President will meet to adjust Middle School extra "added period" class loads.

D. PARAPROFESSIONALS

To relieve teachers of clerical, cafeteria, recess patrol, and bus duty, the Board shall employ full-time paraprofessionals in each elementary building at a ratio of one (1) paraprofessional to each one hundred (100) students or major fraction thereof. The paraprofessionals shall be responsible to the teachers to which the paraprofessionals are assigned.

E. SPLIT GRADE OR MULTI AGE

Effective with the 2000-2001 school year a split grade or multi age shall be defined as a regular education elementary classroom (Y5-6) having two or more grade levels at the same time in that classroom on a regular basis. The teacher would be expected to have appropriate grade level plans as to the school-wide curriculum and or grade level objectives.

3.3 PROTECTION OF TEACHERS

A. STUDENT DISCIPLINE

Rules and regulations governing the discipline, suspension, or expulsion of students shall be distributed to students and teachers and made available to parents, at the commencement of each school year. The student discipline policy shall be developed by a committee made up of participants including teacher representation. Each teacher and administrator shall accept the responsibility to carry out these rules and regulations as set forth by the Board of Education student discipline policy # 5600 and administrative guidelines policy # 1230.01. The administration will give reasonable support and assistance to teachers with the above mentioned discipline policies.

B. ASSAULT

Any case of assault and/or battery upon a teacher by a student, parent or guardian or relative or friend of such student or outsider while a teacher is performing his duties shall be promptly reported to the Board or to its representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities; further, the Board shall not be obligated to provide legal assistance in the preparation of a civil suit.

C. LEGAL COUNSEL

If any teacher is the subject of a complaint entered in a court of law or is sued by reason of supervisory or disciplinary action taken by the teacher while in pursuit of employment in accordance with the Board and Administration policies, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

D. TIME LOST

Time lost by a teacher in connection with any incident mentioned in sections B and C of this section shall not be charged against the teacher unless the teacher is found negligent, in violation of state and local laws and regulations or guilty of a criminal act against a student in a court of competent jurisdiction as charged, in which case the Board shall not be obligated to compensate the teacher for time lost.

E. WORKERS' COMPENSATION

Whenever a teacher is absent due to injury incurred in the course of the teacher's employment, the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Workers' Compensation Act for one (1) year from date of injury. Such absence shall not be deducted or charged against the teacher's accumulated sick leave.

F. COMPLAINTS

Written complaints regarding a teacher shall include names of the complainants and any administrative action taken, and if appropriate, remedy clearly stated. Complaints shall be reviewed with the teacher before placement in the personnel file. Written complaints or charges shall not be placed or retained in an employee's personnel file unless the complaint(s) or charge(s) lead(s) to discipline by the Board.

G. PERSONNEL FILE

Each teacher shall have the right to review his/her personnel file. At the teacher's request, an Association representative may accompany the teacher in reviewing the personnel file. The teacher may attach a written notation to material in the personnel file. If materials in the personnel file are inappropriate or in error, the material will be corrected or expunged from the file. When a teacher is requested to sign material placed in the personnel file, such signature shall be understood to indicate awareness of the material, but shall not be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the teacher's personnel file.

The Board agrees to immediately notify the employee any time there is a request to review or release materials in his/her personnel file to a third party prior to the review or release of materials, provided it is possible to do so.

H. ADULT WITNESS - CONFERENCES

If requested by the teacher, an adult witness shall be provided for parent-teacher conferences involving special problems.

I. TRANSPORTATION OF STUDENTS

Teachers who volunteer to use their personal vehicle to transport students for a school activity shall have insurance coverage to do so.

SECTION IV LEAVES

4.1 PAID LEAVES

A. SICK/FUNERAL LEAVE

At the beginning of each school year each teacher shall be credited with twelve (12) days to be used for absences of the teacher for reasons outlined below. The unused portion of such allowance shall be accumulative to one hundred eighty (180) days. A teacher who is paid less than 180 days in a year shall be credited a prorated share of the twelve (12) days. Leave days may be used for the following:

1. **Personal Illness or Disability:** The teacher may use all or any portion of leave days accumulated to recover from illness or disability which shall include childbirth and complications of pregnancy.
2. **Illness of an Immediate Family Member:** Serious illness or medical care of the spouse, son or daughter or other dependents which requires the presence of the teacher in order to provide the necessary care, or critical illness of the spouse, child, parents, parents-in-law, sister or brother.
3. **Death in the Family:** For the teacher's use as reasonably necessary in case of death in the immediate family. The immediate family will include residents of the employee's household, dependents, parents, parents-in-law, children, grandparents, grandparents-in-law, grandchildren, brother, sister, and any person who has acted in loco parentis for the employee or vice versa.
4. **Death of Close Friends or Relatives Outside the Immediate Family:** No more than three (3) days including travel to attend the funeral of a close friend or relative outside the immediate family.
5. The district has a responsibility to monitor the use of paid leave. It is/would be helpful for the district to know in advance of any intent to use paid leave. The date of the leave and the approximate length of the leave, if in excess of five (5) consecutive days or more as verified by the employee's physician, will allow the district an opportunity to make arrangements for a substitute. The verification by a physician need not indicate any details of the actual medical condition. The decision (if and when) to use paid leave rests with the employee. Some surgeries covered by MESSA insurance may require a second opinion. Second opinions will not be requested by the district. It would be helpful if the employee would notify the district on the progress of his/her recovery in the event it is proceeding faster or slower than anticipated at the time the leave began. The district may, if appropriate, require a medical release to return to work.

B. PERSONAL LEAVE

At the beginning of each school year each teacher shall be credited with two (2) days to be used for personal reasons. A teacher must request use of a personal leave day at least forty-eight (48) hours in advance, in writing, except in emergency situations. Personal leave days shall not be used in situations for which leave is provided under the agreement, nor to extend vacations, holidays, or travel related thereto. The Administration may limit the number of teachers taking personal leave on any day, to one-fourth (1/4) of the teachers in a building, rounded up of the teachers in the building. Each year unused personal leave days, will be banked as unused sick days.

C. COURT APPEARANCE

1. Leave with pay will be provided when a teacher must appear in court in any case connected within the scope of employment if the Association is not an adversary party to the litigation. Paid leave will be provided for jury duty. Any compensation from court, excluding expense reimbursement, will be given to the Board to offset salaries.

2. If a teacher must appear in court, is not an adversary to the litigation, and it is not connected within the scope of employment: the teacher shall be expected to utilize any personal leave available. Furthermore the Board shall charge the teacher at the substitute rate for any additional time, not to exceed three (3) days, needed. Seniority shall accrue during the use of this type of leave.

D. OTHER LEAVES WITH PAY

1. Leave with pay is provided for teachers who visit other schools or attend educational conferences, with approval of the Administration.
2. Leave with pay is provided when a teacher is required to submit to a selective service physical examination.

E. UNUSED SICK DAYS

When a teacher who has ten- (10) years' service in the District retires or resigns from the District, the teacher shall receive a final payment of twenty-two dollars (\$22.00) for each accumulated unused sick day. Should an eligible employee die, this payment shall be made to the employee's estate.

F. ASSOCIATION LEAVE

At the beginning of every school year, the Association shall be credited with twelve (12) teacher days to be used by officers or agents of the Association at the discretion of the Association. The Association must notify the Superintendent at least forty-eight (48) hours in advance of taking such leave. The Association will pay the cost of substitutes. All association approved "association days" will be signed by the association president or vice-president.

G. NOTIFICATION

If, without good cause, notification of absence is not given by the teacher in accordance with the provisions of this Article, the teacher shall have one (1) day's salary deducted for each day's absence without proper notice. In the event a teacher cannot report to work, he/she shall notify the building principal or designee of the absence no later than 6:30 a.m. on the workday that is to be missed.

H. PRORATION

If a teacher must leave work due to a personal illness, a prorated sick day shall be deducted from the teacher's remaining sick days. If there is no remaining sick leave the daily pay of the teacher shall be reduced by a prorated amount.

I. DOCTOR'S STATEMENT

If requested, the Board shall be provided, at the teacher's expense, a written verification from a doctor (M.D. or D.O.) of the status of the teacher's illness or injury which results in an absence of five (5) consecutive days or more.

4.2 UNPAID LEAVE

A. LEAVES OF ABSENCE

Leaves of absence for reasonable periods not to exceed one (1) year may be granted upon request for:

1. Serving in any public position.
2. Maternity and child care leaves. Such leave may be extended for a reasonable period of time at the discretion of the supervisor.
3. Illness leave (physical or mental) beyond accumulated sick leave.
4. Prolonged illness in the immediate family.
5. Educational leave without pay for a period up to an academic year for each employee who wishes to attend school as a full-time student.
6. Association business.
7. Military leave.
8. Other leaves approved by the Superintendent.

Benefits shall not accrue during an unpaid leave.

B. APPLICATION FOR LEAVE OF ABSENCE

An application requesting a leave of absence pursuant to this Article must be submitted to the Superintendent no later than three (3) weeks prior to the time the leave is to commence, provided, however, in proper cases, exceptions shall be made. The request for the leave of absence must be in writing setting forth the reasons for the leave of absence and the anticipated length of time; and if requested, verification shall be submitted. Any extensions for leaves of absence shall be handled the same as the request for the regular leave. The date of return from any leave under this section shall be established in advance by mutual agreement of the Board and the teacher.

C. RETURNING FROM LEAVE

Employees returning early from leave of absence must submit a request to return to work in writing. Employees returning from a medical leave of absence may be required to certify their ability to return to work at least five (5) working days prior to the requested date of the return. Employees returning early from leave must wait for the next available job opening. Employees returning at the approved date will be placed in the position they left or an equivalent position if the leave of absence is 183 contract days or less.

If the leave of absence is 184 contract days or more, the person will be assigned to a position for which they are certified and qualified. If the position no longer exists at the end of any leave of absence, the person will be assigned to another position where they are certified and qualified.

Whenever a leave of absence is extended, the person shall be assigned to a position in which they are qualified and certified when they return.

D. FAILURE TO RETURN

Failure to return from an approved leave on the agreed upon date shall mean the employee has voluntarily terminated his/her employment with the employer.

E. MAINTENANCE OF BENEFITS

Employees who desire to maintain their health care benefits during the period of the leave may do so by arranging to pay monthly in advance the cost of the premium to the Administration. It is understood by the parties that the employee may qualify under the Family and Medical Leave Act of 1993 for paid health care benefits for up to twelve (12) weeks while on unpaid leave.

SECTION V COMPENSATION, SALARIES, AND BENEFITS

5.1 COMPENSATION

A. SALARIES AND EXTRA DUTIES

Salaries for personnel included in the bargaining unit are set forth in Section VI Schedule A incorporated into this Agreement. Compensation for extra-curricular activities is set forth in the Extra-Duty Pay, Schedule B and C, incorporated into this Agreement.

B. ACADEMIC CREDIT

A teacher who acquires academic credit in a University approved masters, specialist or doctoral program or teacher related field approved by the Superintendent beyond the BA/BS degree and provisional certification requirements which calls for advancement on the salary

schedule shall be so advanced at the start of the school year provided courses are successfully completed by Labor Day, and at the beginning of the second semester at a pro-rata share for courses completed by that time. Credit shall not be granted for academic credit earned toward provisional certification requirements. Credits that are not part of the aforementioned advanced degree programs must be graduate credits. Academic credit will be recognized for pay scale advancement as long as the course work used is 500 level or above.

C. INSTALLMENTS

A teacher may receive his/her pay in the following manner:

1. 26 equal installments.
2. 21 equal installments.

Provided he/she has met the full requirements of his/her contract and has applied for 1 or 2 above by the end of the previous work year. Otherwise 1 above will be followed.

D. EXPERIENCE CREDIT

New teachers employed by the district may be granted year for year credit on the salary schedule for prior regular K-12 public school employment at the discretion of the Superintendent.

E. MILITARY CREDIT

Teachers who entered active duty military service subsequent to earning both the BA/BS degree and the teaching certificate and who were honorably discharged from active duty shall at the time of hiring be advanced one (1) step on the salary schedule.

F. MILEAGE REIMBURSEMENT

Teachers, whose teaching duties require that they drive their personal car between buildings, shall be reimbursed at the Internal Revenue Service rate or the State of Michigan rate, whichever is greater.

G. GRADUATE CREDIT REIMBURSEMENT

The Board will pay one hundred dollars (\$100.00) per hour for classes taken after eighteen (18) hours beyond the BA or continuing certificate, whichever comes first. These classes must be approved in advance by the Superintendent and must apply to the teacher's present or anticipated future teaching/administrative assignment. Teachers must receive a minimum grade of "B" to receive reimbursement. The maximum Board contribution (total staff pool) shall be two thousand five hundred dollars (\$2500.00) per year. All requests for reimbursement of tuition with proof of successful passing of the class, shall be made in writing to the Superintendent and be submitted not later than one week (five (5) working days) prior to the final pay date in June. A tally will be provided, on request, of the total credit hours currently approved for the fiscal year. The payment shall be made to all qualifying requests with the last regular pay of the fiscal year in June. If requests exceed the two thousand five hundred dollars

(\$2500.00) amount allotted by contract, the total amount shall be prorated on a credit hour basis by dividing the total hours of credit payment requested into the two thousand five hundred dollars (\$2500.00) and paying that amount per credit hour to all approved requests. A six- (6) semester hour limit per applicant will exist.

Any unused graduate credit subsidy mentioned above would be used on a pro-rata basis to help defray tuition costs of teachers who have less than (18) semester hours of graduate credit. Teachers must receive a minimum grade of "B" to receive reimbursement. All requests for reimbursement of tuition, with proof of successful passing of class, shall be made in writing to the Superintendent and be submitted not later than one week (five (5) working days) prior to the final pay date in June. The hundred dollars (\$100.00) per semester hour limit will apply for these semester hours. A six- (6) semester hour limit per applicant will exist. A six hundred dollar (\$600) limit per applicant per year will exist.

The Board will not exceed the actual cost of tuition in any of the above mentioned graduate credit reimbursement opportunities. Teachers will not be permitted to receive both Board subsidy at an hourly rate for participating in training and tuition subsidy for the same training as well. The individual teacher shall be permitted to make the choice.

5.2 INSURANCE PROTECTION

The Board shall provide to the bargaining unit member the MESSA Choices II (as outlined in Plan A and B below) for a full (12) month for each fulltime employee and the employee's eligible dependents. Each full-time employee shall pay 20% of the cost of the MESSA Choices II Premium (Plan A or Plan B). For any employee who does not select Plan A offered by the Board, the employee shall receive Plan B and \$5,500 annually (or \$458.33/monthly) as cash in lieu of insurance. In the case of husband and wife who are both employed in the district, one will take Plan A and one will take Plan B. The spouse who elects Plan B shall receive \$3,600 annually (or \$300.00/monthly) as cash in lieu as insurance.

Teachers may select one of the following plans:

Plan A:
MESSA Choices II 10/20 Rx /\$10 OV
\$300/\$600 Deductible (In-Network)
LTD 66.67%
90 Calendar Day Modified Fill
4000 Maximum
Pre-existing Condition Waiver-Yes
Alcohol & Drug Abuse Care - Mental/Nervous
Freeze on Offsets-Yes
Two-Year Own Occupation
Cost of Living Benefits-No
Maternity Coverage
Delta Dental -70/70s/70 70% \$1500 (\$1000 Maximum class I, & II, & III Benefits)
Negotiated Life - \$20,000 AD+D
Vision - VSP III Plus

Plan B:
 LTD 66.67%
 90 Calendar Day Modified Fill
 4000 Maximum
 Pre-existing Condition Waiver-Yes
 Alcohol & Drug Abuse Care - Mental/Nervous
 Freeze on Offsets-Yes
 Two-Year Own Occupation
 Cost of Living Benefits-No
 Maternity Coverage
 Delta Dental - 70/70s/70 70% \$1500 (\$1000 Maximum class I, & II, & III Benefits)
 Negotiated Life - \$25,000 AD+D
 Vision - VSP III Plus

Part-time employees shall receive a pro-rata share of premiums. The remaining amount shall be deducted from the part-time employee's wages.

SECTION VI SCHEDULES

7.1 SCHEDULE A - SALARIES – 2011-14

Longevity

Teachers who have been employed by the District for fourteen (14) or more years at the beginning of the school year shall receive an annual longevity payment according to the following schedule:

The cells (14-16), (17-18), (20-24), and (25+) appearing on the salary schedule are based on:

14-16 years	4.75% of salary
17-19 years	5.25% of salary
20-24 years	5.75% of salary
25 or more years	10.50% of salary

This payment shall be incorporated into the regular paycheck of the employee. If an employee terminates his/her employment with the district and is subsequently rehired, he/she will not receive longevity credit for "year(s)" served prior to his/her date of rehire. In other words, the employee starts over again in accumulation of employment "years" for purposes of credit for longevity eligibility.

7.1 SCHEDULE A – SALARIES - 2010-2011

STEP	BA	BA+20	BA+30	MA	MA+15	MA+30	SPEC
0	33,791	35,915	36,181	37,248	37,780	38,311	39,108
1	35,478	37,602	37,871	38,940	39,466	40,001	40,801
2	37,165	39,292	39,559	40,626	41,156	41,890	42,486
3	38,962	40,979	41,250	42,314	42,845	43,378	44,173
4	40,881	43,012	43,277	44,338	44,874	45,404	46,203

5	42,911	45,036	45,303	46,369	46,902	47,432	48,232
6	44,936	47,066	47,333	48,394	48,935	49,464	50,262
7	47,301	49,429	49,692	50,760	51,290	51,821	52,625
8	50,001	52,133	52,400	53,466	53,996	54,527	55,328
9	52,708	54,838	55,100	56,164	56,699	57,233	58,027
10	58,027	56,989	59,137	59,411	60,482	61,016	61,439
14-16	59,696	61,946	62,233	63,355	63,914	64,479	65,323
17-19	59,981	62,242	62,530	63,658	64,219	64,787	65,635
20-24	60,266	62,538	62,827	63,960	64,524	65,094	65,946
25+	62,973	65,347	65,649	66,833	67,422	68,018	68,909

7.1 SCHEDULE A - SALARIES - 2011-2012

*For the 11-12 SY, each Employee shall receive a -1% wage reduction on the 10-11 salary schedule plus his/her scheduled step increase.

STEP	BA	BA+20	BA+30	MA	MA+15	MA+30	SPEC
0	\$33,453	\$35,556	\$35,819	\$36,876	\$37,402	\$37,928	\$38,717
1	\$35,123	\$37,226	\$37,492	\$38,551	\$39,071	\$39,601	\$40,393
2	\$36,793	\$38,899	\$39,163	\$40,220	\$40,744	\$41,471	\$42,061
3	\$38,572	\$40,569	\$40,838	\$41,891	\$42,417	\$42,944	\$43,731
4	\$40,472	\$42,582	\$42,844	\$43,895	\$44,425	\$44,950	\$45,741
5	\$42,482	\$44,586	\$44,850	\$45,905	\$46,433	\$46,958	\$47,750
6	\$44,487	\$46,595	\$46,860	\$47,910	\$48,446	\$48,969	\$49,759
7	\$46,828	\$48,935	\$49,195	\$50,252	\$50,777	\$51,303	\$52,099
8	\$49,501	\$51,612	\$51,876	\$52,931	\$53,456	\$53,982	\$54,775
9	\$52,181	\$54,290	\$54,549	\$55,602	\$56,132	\$56,661	\$57,447
10	\$56,419	\$58,546	\$58,817	\$59,877	\$60,406	\$60,939	\$61,737
11	\$56,419	\$58,546	\$58,817	\$59,877	\$60,406	\$60,939	\$61,737
12	\$56,419	\$58,546	\$58,817	\$59,877	\$60,406	\$60,939	\$61,737
13	\$56,419	\$58,546	\$58,817	\$59,877	\$60,406	\$60,939	\$61,737
14-16	\$59,099	\$61,327	\$61,611	\$62,721	\$63,275	\$63,834	\$64,670
17-19	\$59,381	\$61,619	\$61,905	\$63,021	\$63,577	\$64,139	\$64,979
20-24	\$59,663	\$61,912	\$62,199	\$63,320	\$63,879	\$64,443	\$65,287
25+	\$62,343	\$64,693	\$64,993	\$66,164	\$66,748	\$67,338	\$68,220

7.1 SCHEDULE A - SALARIES - 2012-2013

*For the 12-13 SY, each Employee shall receive a 0% wage increase plus scheduled step increase based on the 11-12 salary schedule.

*If the District has 15 or more Association members switch from Plan A to Plan B (excluding current Plan B participants 10-11), the District will restore the -1% wage reduction by the first pay period following the close of the open enrollment period (September 1- 30). The District will count the Plan A to Plan B changes beginning with the 11-12 SY through the open enrollment period of the 12-13 SY toward the threshold of 15 or more Plan B participants to restore the -1% wage reduction.

STEP	BA	BA+20	BA+30	MA	MA+15	MA+30	SPEC
0	\$33,453	\$35,556	\$35,819	\$36,876	\$37,402	\$37,928	\$38,717
1	\$35,123	\$37,226	\$37,492	\$38,551	\$39,071	\$39,601	\$40,393
2	\$36,793	\$38,899	\$39,163	\$40,220	\$40,744	\$41,471	\$42,061
3	\$38,572	\$40,569	\$40,838	\$41,891	\$42,417	\$42,944	\$43,731
4	\$40,472	\$42,582	\$42,844	\$43,895	\$44,425	\$45,741	\$44,950
5	\$42,482	\$44,586	\$44,850	\$45,905	\$46,433	\$46,958	\$47,750
6	\$44,487	\$46,595	\$46,860	\$47,910	\$48,446	\$48,969	\$49,759
7	\$46,828	\$48,935	\$52,099	\$50,252	\$50,777	\$51,303	\$52,099
8	\$49,501	\$51,612	\$51,876	\$52,931	\$53,456	\$53,982	\$54,775
9	\$52,181	\$54,290	\$54,549	\$55,602	\$56,132	\$56,661	\$57,447
10	\$56,419	\$58,546	\$58,817	\$59,877	\$60,406	\$60,939	\$61,737
11	\$56,419	\$58,546	\$58,817	\$59,877	\$60,406	\$60,939	\$61,737
12	\$56,419	\$58,546	\$58,817	\$59,877	\$60,406	\$60,939	\$61,737
13	\$56,419	\$58,546	\$58,817	\$59,877	\$60,406	\$60,939	\$61,737
14-16	\$59,099	\$61,327	\$61,611	\$62,721	\$63,275	\$63,834	\$64,670
17-19	\$59,381	\$61,619	\$61,905	\$63,021	\$63,577	\$64,139	\$64,979
20-24	\$59,663	\$61,912	\$62,199	\$63,320	\$63,879	\$64,443	\$65,287
25 +	\$62,343	\$64,693	\$64,993	\$66,164	\$66,748	\$67,338	\$68,220

7.1 SCHEDULE A – SALARIES - 2013-2014

*For the 13-14 SY, each Employee shall receive a 0% wage increase plus the scheduled step increase based on the 12-13 salary schedule. If the -1% wage reduction has not been restored in the 12-13 SY based on the agreed upon terms, the District shall restore -1% wage reduction at the beginning of 13-14 SY.

STEP	BA	BA+20	BA+30	MA	MA+15	MA+30	SPEC
0	33,791	35,915	36,181	37,248	37,780	38,311	39,108
1	35,478	37,602	37,871	38,940	39,466	40,001	40,801
2	37,165	39,292	39,559	40,626	41,156	41,890	42,486
3	38,962	40,979	41,250	42,314	42,845	43,378	44,173
4	40,881	43,012	43,277	44,338	44,874	45,404	46,203
5	42,911	45,036	45,303	46,369	46,902	47,432	48,232
6	44,936	47,066	47,333	48,394	48,935	49,464	50,262
7	47,301	49,429	49,692	50,760	51,290	51,821	52,625
8	50,001	52,133	52,400	53,466	53,996	54,527	55,328
9	52,708	54,838	55,100	56,164	56,699	57,233	58,027

10	56,989	59,137	59,411	60,482	61,016	61,555	61,439
14-16	59,696	61,946	62,233	63,355	63,914	64,479	65,323
17-19	59,981	62,242	62,530	63,658	64,219	64,787	65,635
20-24	60,266	62,538	62,827	63,960	64,524	65,094	65,946
25 +	62,973	65,347	65,649	66,833	67,422	68,018	68,909

SPLIT GRADE/MULTI AGE COMPENSATION - \$600.00 PER SEMESTER

7.2 SCHEDULE B - EXTRA-DUTY PAY

If the Board shall assign and the teacher shall accept extra duties as listed in 6.2 Schedule B - Extra Duty, then the following salaries shall be paid in addition to the salaries set forth in the Annual Salary Schedule. It is expressly understood that a contract stipulating extra compensation for a teacher performing extra duties has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board to re-employ such teacher in a capacity other than a classroom teacher shall not be deemed a demotion within the provisions of Public Act 379 of Michigan Acts of 1965.

ANNUAL ADVISOR

- High School 5.5%
- Middle School 3.0%

ATHLETIC TRAINER 7.0%

GAME MANAGER.....4.5%

BASEBALL

- Varsity.....8.0%
- Junior Varsity.....6.0%

BASKETBALL

- Head Boys 13.0%
- Junior Varsity Boys 9.0%
- Ninth Grade 8.0%
- Seventh/Eighth Grades 6.0%
- Head Girls..... 13.0%
- Junior Varsity Girls 9.0%
- Ninth Grade 8.0%
- Seventh/Eighth Grades 6.0%

BUILDERS CLUB..... 2.0%

- i Per Season
- ii Two Boys Teams 9%
- iii Two Girls Teams 9%

CHEERLEADERS	
Varsity.....	10.0%
Junior Varsity.....	6.0%
Freshman.....	4.0%
Middle School.....	2.0%
CLASS ADVISORS	
Eleventh/Twelfth Grades	2.0%
Ninth/Tenth Grades	1.0%
CLOSEUP	2.0%
CROSS COUNTRY (Boys/Girls)	
Varsity.....	8.0%
Middle School.....	4.0%
DEBATE/FORENSICS.....	5.0%
DRAMA/MUSICAL.....	5.0%
DRAMA/Middle School.....	3.5%
DRAMA/Elementary.....	3.5%
ENVIROTHON	3.0%
EVENTS PERSON.....	4.5%
EXTRA-CURRICULAR CLUB	2.0%
FOOTBALL	
Head Varsity	12.0%
Assistant Varsity	9.0%
Head Junior Varsity	7.0%
Assistant Junior Varsity	7.0%
Head Freshman.....	7.0%
Assistant Freshman.....	7.0%
Seventh/Eighth Grades	6.0%
FUTURE PROBLEM SOLVING	3.0%
GOLF	8.0%
KEYCLUB.....	5.0%
NATIONAL HONOR SOCIETY	2.0%
ODYSSEY OF THE MIND.....	3.0%
SCIENCE OLYMPAID.....	3.0%

SKIING (Boys & Girls)	
Head Coach.....	8.0%
Assistant Coach.....	6.0%
Middle School Coach.....	4.0%
SOCCER	
Varsity Boys.....	8.0%
Varsity Girls.....	8.0%
Seventh/Eighth Grades.....	6.0%
SOFTBALL	
Varsity Girls	8.0%
Junior Varsity Girls	6.0%
STUDENT COUNCIL	
High School	5.0%
Middle School	2.0%
TRACK	
Head Boys.....	8.0%
Assistant Boys	6.0%
Middle School Boys/Girls.....	4.0%
Head Girls.....	8.0%
Assistant Girls.....	6.0%
VOLLEYBALL	
Head.....	10.0%
Junior Varsity.....	8.0%
Middle School.....	4.0%
WRESTLING	
Head.....	10.0%
Assistant.....	8.0%
Middle School.....	4.0%

*The Association agrees that the duties of the Athletic Director may be assigned to a person outside the bargaining unit.

7.3 SCHEDULE C - CO-CURRICULAR ACTIVITY PAY

INSTRUMENTAL MUSIC.....	13.0%
VOCAL MUSIC	4.0%
VOCATIONAL AGRICULTURE/F.F.A. ADVISOR.....	35.0%
MENTOR TEACHER.....	..\$500.00

MIDDLE SCHOOL EVENTS PERSON.....4.5%

7.4 YEARS IN SPORT OR ACTIVITY - LISTED IN SCHEDULES B & C

Years of experience in Sport or Activity	Step on BA Scale
0-1	0
2-3	1
4-5	2
6-7	3
8-up	4

7.5 CALENDAR

August 31	Staff Orientation Day/Breakfast
September 1	Professional Development Day
September 5	No School – Labor Day
September 6	First Day for Students
September 9	Student Early Release (Teacher Professional Development)
October 5	Evening Parent-Teacher Conferences (Full Student Day)
October 6	Parent-Teacher Conf. (No Students/Full Day Teachers)
October 7	Professional Development Day (No Students/Half Day Teachers)
November 4	End of the First Marking Period
November 7	Regional Professional Development (No Students)
November 24-25	Thanksgiving Recess -- NO SCHOOL
December 22	Christmas Recess Begins at the Close of the Day
January 3	School Resumes
January 20	End of Semester (½ Student Day/Full Day Teachers)
February 17	Professional Development Day (No Students/Full Day Teachers)
February 20	President's Day – NO SCHOOL
March 23	End of Third Marking Period
March 23	Spring Recess Begins at the End of the Day
April 2	School Resumes
April 6	Good Friday-NO SCHOOL
May 28	Memorial Day -- NO SCHOOL
June 7	Last Day of School (½ Student Day/Full Teacher Day)

177 Student Days/183 Teacher Days

➤ 2012-13 & 2013-14 to follow TBA Common Calendar.

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

Note: Inclusion of this language is required by Section 15 (7) of the Public Employment Relations Act.

APPENDIX A

Each school year representatives from the school board and the BCCEA shall meet to discuss retirement incentive plans.

PREVIOUS CONTRACT LANGUAGE REMOVED PER PA 101-103 OF 2011

GROUND RULES FOR TEACHER EVALUATION

- ~~1. The primary intent/purpose of the evaluation process is to improve student instruction and help teachers.~~
- ~~2. The private/personal life or activities of the teacher are not within the concern or attention of the Board for evaluation.~~
- ~~3. A preconference will be held before each formal observation. The preconference may be very informal and can be held any time prior to the observation (by mutual agreement).~~
- ~~4. The teacher may request additional observations.~~
- ~~5. The minimum continuous block of time for an observation will be at least 20 minutes in the Junior/Senior High School, and 30 minutes in the elementary schools.~~
- ~~6. There will be at least 15 days between formal observations.~~
- ~~7. Formal classroom observations, for the purpose of teacher observation, shall not be conducted during the:~~
 - ~~_____ A. First week of the student school year.~~
 - ~~_____ B. Last two weeks of the student school year.~~
 - ~~_____ C. Day before, on, or after a school holiday.~~
 - ~~_____ D. The day after a teacher returns from an absence of two or more days.~~
 - ~~_____ E. In all of the above (7. A-D), observations may occur during those times with consent of the teacher.~~
- ~~8. Although it is the goal of every teacher to demonstrate competent evidence in all of the areas on the CLASSROOM TEACHER OBSERVATION form, it is not required in order for the teacher to receive a "SATISFACTORY" on the overall performance summary on the TEACHER SUMMATIVE EVALUATION. There is the expectation that the teacher will strive to improve their teaching techniques and methods as assessed on the CLASSROOM TEACHER OBSERVATION form.~~
- ~~9. A teacher receiving an unsatisfactory (No) assessment on the CLASSROOM TEACHER OBSERVATION form will be informed in writing by the administrator of his/her minimum expectations and suggestions for that item in order to receive a satisfactory (Yes) assessment.~~
- ~~10. Teachers will not receive an "UNSATISFACTORY" on their overall performance summary on the TEACHER SUMMATIVE EVALUATION unless a concern in that area has been raised earlier in the evaluation cycle by his/her administrator on the CLASSROOM TEACHER OBSERVATION~~

~~— form.~~

~~11. Any NO (unsatisfactory) that appears on the same item on both the first and second CLASSROOM OBSERVATION FORM could result in an UNSATISFACTORY assessment on the corresponding group summary on the TEACHER SUMMATIVE EVALUATION and the placement on an IDP (Individual Development Plan) for the subsequent school year.~~

~~12. A third (3rd) formal observation shall occur to determine if a IDP is necessary for the upcoming school year if:~~

~~_____ A. A 1st observation item YES becomes a 2nd observation NO
_____ and:~~

~~_____ • 3 items are marked NO in the area of Lesson Observation
_____ of;~~

~~_____ • 2 items are marked NO in the area of Classroom
_____ Management~~

~~_____ of;
_____ • 2 items are marked NO in the area of Extended
_____ Items/Observation~~

~~13. If the third (3rd) formal observation continues to show a NO in any area marked NO on the second (2nd) formal observation in the areas of Classroom Observation and Classroom Management, an IDP could be put in place for the teacher for the following school year.~~

~~14. The teacher, mentor and/or Association representative, and administrator shall work together to develop and implement the IDP.~~

~~15. The teacher who is placed on an IDP could, at the employee's request, meet with the Board of Education's Personnel committee to discuss their plan for improvement.~~

~~16. The IDP will contain specific objectives, suggestions, criteria for improvement, and designation for the types of assistance to be provided by the administration or other sources, for the attainment of a satisfactory overall performance on the IDP. When satisfactory overall performance is attained according to the criteria set in the IDP, the IDP will be discontinued.~~

~~17. The evaluation process shall be conducted fairly, equally, and without discrimination.~~

2.6 TEACHER EVALUATION

A. EVALUATION

~~— The performance of all teachers shall be under continuous examination by the Administration. Written evaluations shall be provided as follows:~~

~~1. Probationary Teachers~~

~~— Within twenty-five (25) student session days of initial employment, each probationary bargaining unit member shall be provided with the Individualized Development Plan (IDP). The IDP shall be discussed with the probationary employee at a conference called by the evaluator for that purpose. Each probationary bargaining unit member shall be observed at least twice each school year of the probationary period. The first observation shall be completed prior to the completion of fifteen (15) weeks of employment. The second observation shall be completed prior to thirty (30) weeks of employment.~~

~~— A personal interview will be held to review the job performance within five (5) school days following the observation, except by mutual agreement in writing; the time may be extended to ten (10) days. The evaluator shall review his/her written notes with the employee at the interview.~~

~~At least sixty (60) days before the close of each school year the Board shall provide the probationary teacher with an evaluation as to whether or not his/her work has been satisfactory. The annual year-end performance evaluation shall be based upon at least two (2) classroom observations and shall include an assessment of the teacher's progress in meeting the goals of his/her Individualized Development Plan.~~

~~2. Tenure Teachers~~

~~—Tenure teachers shall be evaluated at least once every three (3) years prior to May 1st. The evaluation will be based upon a minimum of two (2) classroom observations. A personal interview will be held with each tenure teacher within five (5) school days following an observation, except by mutual agreement in writing; the time may be extended to ten (10) days. If a tenured teacher receives a less than satisfactory performance evaluation, the district will provide the teacher with an Individualized Development Plan for the next school year.~~

~~—The current (April 20, 1999) Classroom Observation and Teacher Summative Performance Evaluation forms and Ground Rules for Teacher Evaluation will be used by the administration. These documents shall be attached to the Master Agreement as Appendix A.~~

~~B. PROCESS~~

~~Individual teachers and the Association recognize that teacher evaluation is an ongoing process. The Board agrees to conduct all direct monitoring and observation of teachers openly without resort to clandestine listening devices or monitoring of the use of the district's electronic resources by an individual teacher. The parties recognize that there are various reasonable teaching methods which may be used in the classroom, and that each teacher shall have the freedom to choose from these methods of instruction.~~

~~The evaluation of teachers should be done by the teacher's supervisor, principal, assistant principal, or a principal of the same level (elementary/secondary). All provisions of the master agreement shall be adhered to when performance evaluations are done.~~

~~C. WRITTEN EVALUATION~~

~~The written summative evaluation and observations shall be presented to the individual teacher at a personal conference. A copy of the summative evaluation shall be signed by the teacher and retained in the teacher's permanent personnel file; the teacher may retain one (1) copy. Should the teacher object to any information contained in the observation or summative evaluation report, he/she may itemize the objections in writing and have them attached to the file copy of the observation or summative evaluation report. The teacher's signature indicates only that he/she is aware of the contents of the observation or summative evaluation.~~