

MASTER CONTRACT

between

THE BOYNE CITY BOARD OF EDUCATION

and

NORTHERN MICHIGAN EDUCATION ASSOCIATION

2009-2010

2010-2011

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PREAMBLE

This Agreement is entered into by and between the Board of Education of the Boyne City School District, hereinafter called the "Board" and the Northern Michigan Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing an ever-improving quality education for the children of the Boyne City School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

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

WHEREAS, the parties, following extended and deliberate professional negotiation, have reached certain understandings which they desire to record.

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

SECTION ONE

CONTRACTUAL PROVISIONS

Section 1.1 RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, as amended, for teachers both on tenure and probation, employed or to be employed by the Board but excluding supervisory, administrative, and executive employees, adult education teachers, social worker, nurse, athletic director and any person engaged not less than 1/3 of the time in the administration or supervision of teachers. The term "Teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. The term "Board", when used hereinafter in this Agreement, shall refer to the Board of Education of the Boyne City Public Schools and, where appropriate, its executive and administrative employees and agents. When applicable, pronoun and relative words shall be read as plural, feminine or neuter, respectively.

Section 1.2 EXCLUSIVE AGREEMENT

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

Section 1.3 CONDITION OF EMPLOYMENT

A. The Board agrees that it shall be a condition of employment that all teachers who are presently members of the bargaining unit represented by the Association, all teachers who hereafter are represented by the Association, and all other teachers employed after the effective date of this contract shall either:

(1) Sign and deliver to the Board an assignment authorizing deduction of member's dues of the Association and such authorization shall continue in effect from year to year unless revoked in writing.

or

(2) Cause to be paid to the Association a representation fee which is determined in a legally permissible manner and which is a legally permissible amount not to exceed the dues of the Association (including the National, Michigan, and Northern Michigan Education Associations) within 60 days after the commencement of employment.

B. The Board and Association recognize certain persons covered within the provisions of Section 1.1 may include individuals whose religious persuasions prohibit membership in any Association including but not limited to the following denominations: Seventh Day Adventist, Mennonite, Plymouth Brethren IV, Amish, National Association of Evangelicals, Christian Missionary Alliance and German Baptist and as to these and like religious denominations membership in the Association is waived subject to the following conditions:

(1) The teacher shall furnish written evidence of membership in a religious group whose convictions oppose membership in the Association.

(2) The teacher shall furnish for examination a true copy of the by-laws, discipline, regulations, laws or comparable documentation of the denomination evidencing the prohibition of membership.

(3) The teacher agrees to pay and have deducted from wages due, the regular Association dues and the Association shall allocate against the total sum paid those dues which are costs to the Association for obtaining teacher contracts, negotiations, improvements and the maintenance of teaching conditions and like professional requirements all pursuant to formula established by the Association. The remainder of the usual and regular membership dues shall be retained by

the Association and pursuant to its usual and established policy shall be paid or donated to a non-religious, charitable, non-profit organization selected by the Association pursuant to its by-laws.

- C. Upon written authorization by a bargaining unit member or pursuant to this Section, the Employer will deduct the authorized amount of the dues or representation fees from the bargaining unit member's wages each month, from September through June. The Association shall provide the Board with an alphabetical list of names of all employees from whom deductions are to be made, and the amount of the monthly deduction, and the members' written authorization. Authorizations provided pursuant to this Section shall continue from year to year unless revoked in writing by the member. The names and full or part time status of all new hires within the bargaining unit shall be provided by the Board to the Association. In the event the bargaining unit member shall not pay such amount directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477, and at the written request of the Association, deduct the authorized fee from the member's wages. Each employee and the Association authorize the employer to rely upon the written representations of the Association regarding the amount to be deducted each month. Monies so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following deduction.
- D. The Association agrees to indemnify and save the Board, including each individual school board member, harmless from any and all claims, demands, costs, suits or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this section of the Master Agreement.

Section 1.4 GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Section:

1. The termination of services of or failure to re-employ any probationary teacher;
2. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule;
3. Any matter for which there is recourse under State or Federal statutes.

It is expressly understood that the Grievance Procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

- B. The Association shall designate one representative and may designate one alternate per building to handle grievances when requested by the grievant. The Board hereby 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.
- C. The term "days" as used herein shall mean days in which school is in session, except during summer break when "day" shall refer to actual days of the week, excluding legal holidays.
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants
 - 2. It shall be specific
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation
 - 4. It shall cite the Section or subsections of this contract alleged to have been violated
 - 5. It shall contain the date of the alleged violation
 - 6. It shall specify the relief requested

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

E. Level One:

A teacher alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence or within ten (10) days after the teacher or group of teachers has knowledge thereof orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within ten (10) days of the oral discussion with the building principal, the teacher shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.

Level Two:

A copy of the written grievance shall be filed with the Building Principal or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the association. Within ten (10) days of receipt of the grievance, the Building Principal or his designated agent shall arrange a meeting with the grievant and/or the designated association representative, at the option of the grievant to discuss the grievance. Within ten (10) days of the discussion, the Building Principal or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant and the association secretary.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within ten (10) days appeal same to the Superintendent by filing such written grievance with the Superintendent along with the decision of the Building Principal, if available.

If no decision by the Superintendent is made available to the grievant within ten (10) days, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within ten (10) days appeal same to the Board of Education by filing such written grievance with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled board meeting along with the decision of the Superintendent, if available.

Level Three:

Upon proper application as specified in Level Two, the Board shall allow the teacher or his association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings thereon or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the Building Principal for the building in which the grievance arose, the grievant, and the Secretary of the Association.

Level Four:

Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board file a demand for arbitration with the American Arbitration Association. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

This Section shall not be construed to preclude the Board and Association from mutually selecting an arbitrator within the aforementioned ten (10) day period.

2. Neither party may raise a new defense or ground at Level Five not previously raised or disclosed at other written levels.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - b. He shall have no power to establish salary scales or to change any salary.
 - c. He shall have no power to change any practice, policy or rules of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board. This exclusion shall not bar the arbitrator from determining if such practice, policy, rule or action has resulted in a violation of the Agreement.
 - d. He shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
 - e. He shall have no power to interpret state or federal law.
 - f. He shall not hear any grievance previously barred from the scope of the Grievance Procedure.
 - g. No arbitrator shall have the power or authority and no jurisdiction over matters within the exclusive jurisdiction of Courts and/or State and Federal agencies. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

- h. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 - i. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 - j. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed unless a monetary issue is the result of the settlement. In no event shall an award or settlement be retroactive earlier than September 1, 1981.
- F. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board.
- G. 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 time limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- H. The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his or their express approval in writing thereon, except the Association shall have the right to initiate a grievance if the alleged contract violation could impact other bargaining unit members. However, if a grievance is initiated by the Association, no monetary award resulting from the grievance shall apply to a teacher or group of teachers who did not give express approval in writing prior to the initiation of the grievance.
- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating association representative is to be at their assigned duty stations.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the Grievance Procedure until resolution.

Any claim or grievance arising after the expiration or any extension of this Agreement shall not be subject to Level Four of the Grievance Procedure.

- L. If the grievance is satisfactorily resolved at any level, action on the grievance shall terminate.

Section 1.5 NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement, upon request by either party to the other. The parties undertake to cooperate in arranging meetings within 30 days of receipt of notice, setting forth generally the subject not specifically covered, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Contract negotiations shall commence each year hereafter by a notice mailed or delivered by the Association to the Board on or before March 1st setting forth, without limitation, the request of the Association for items to be negotiated.
- C. In any negotiations described in this Section, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

SECTION TWO

EMPLOYMENT RELATIONSHIPS

Section 2.1 HIRING, VACANCIES, PROMOTIONS AND TRANSFERS

- A. Before any position in the bargaining unit is filled by transfer or recruitment, a notice shall be posted of the position and general qualifications, if any, on the teachers'

bulletin board in each school and via school email for a period of ten (10) days. The term “days” as used herein shall mean days in which school is in session, except during summer break when “days” shall refer to the actual days of the week, excluding legal holidays.

1. In the event that less than ten (10) school days constitute posted notice, an officer of the Association shall be personally notified of the posted notice simultaneously with posting. Notice shall be posted before recruiting commences.
 2. In the event that vacancies occur during the time when school is not in session teachers will be given ten (10) days written notice of these vacancies at their home address. Such notification will be via personal email provided to the building principal before school dismisses for the summer, or if requested specifically by U.S. mail.
- B. System-wide transfers, to a vacancy, upon request of a teacher shall be given preference based upon the following criteria:
1. Qualification as defined in Section 2.6.
 2. Seniority in System
 3. Total years teaching in the subject area, provided however, that teaching assignments and the filling of vacancies shall at all times be determined exclusively by the discretionary determination of the Board. The responsibility of determining qualification of the teacher shall be an Administrative function. If the Association disagrees, the assignment to the vacancy may be brought up through the grievance procedures.
- C. All applications pursuant to Paragraph (B) herein above shall be filed by the teacher by personally delivering the request to the Superintendent or at the election of the teacher by mailing the request to the office of the Superintendent by first class certified mail with return receipt requested in which latter event the date of delivery shall be deemed the date application for transfer is made.
- D. Extra duty assignments such as, but not limited to, ticket taking, chaperoning, score keeping and the like, shall not be considered within the contemplation of this Section as regards to the filling, employment or recruitment of employees for extra duty assignments. The Board may employ any person deemed qualified to perform such extra duty assignments and shall not be prevented from employing any teachers to fulfill said duties.
- E. Assignment to teaching vacancies shall be based on ability to perform and seniority.

- F. The responsibility of determining qualifications of the teacher shall be an Administrative function. If the Association disagrees, the assignment to the vacancy may be brought up through the grievance procedures.
- G. A teacher may not be required to accept a transfer without being consulted and given identified reasons as to why such transfer is necessary.
- H. Every Administrator who has satisfactorily completed the probationary period under the Michigan Tenure Act shall have tenure as a teacher in the Boyne City School District effective as of the date of transfer for teacher seniority. Seniority as a teacher for salary purposes shall commence August 31, 1977, and for any other Administrator, teacher seniority for salary purposes shall commence with the first day of uninterrupted employment in the Boyne City School District.

Section 2.2 ASSOCIATION AND TEACHER RIGHTS

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support an association for the purpose of engaging in collective bargaining or negotiations 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 Act 379 or other laws of Michigan or the Constitution 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 membership in the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

Section 2.3 BUILDING FACILITIES

- A. The Association and its members shall have the right to use the school building facilities at all reasonable hours, when not conflicting with the duties of the employees, for business meetings upon previous arrangements with the building principal. The Association and its members shall have the right to use school equipment, machines, communication devices, and interschool mail, for association purposes. The cost of unusually large volumes of copies may be borne by the Association.
- B. The Board shall make available in each school adequate restroom facilities exclusively for the teachers' use. At least one room, appropriately furnished with a telephone, shall be reserved for use as a faculty lounge. No smoking shall be permitted on any property owned or leased by the School District.

Section 2.4 STATISTICAL INFORMATION

The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, tentative budgetary requirements and allocations, payroll record information of personnel involved in the contract according to classifications and increments, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs. On or before the end of the first semester the Board shall furnish to each teacher a statement setting forth the contracted salary, years of experience, accumulated sick leave and number of days of personal leave credit, if any, and any additional informative information desired by the Board.

Section 2.5 PERSONAL RIGHTS

Teachers shall be entitled to full rights of Citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or the attention of the Board unless it interferes or affects the job performance of the teacher.

Section 2.6 QUALIFICATIONS AND ASSIGNMENTS

- A. Since pupils are entitled to be taught by teachers who are certified and/or qualified to be working within their area of certification/qualification, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. The term "qualified" means the teacher is able to perform all of the needed duties for the position, and has appropriate certification or State-approved qualification with either a major or minor endorsement in the area to which the staff member is assigned. Further, the teacher shall have taught a subject at least one full school year within the previous five years or in the alternative for teaching assignment to such subject area shall satisfactorily complete two such subject area credit classes at an accredited college or university in each of two successive years, the first of said years to be prior to the commencement of the teaching assignment. The Superintendent may waive qualifications for not to exceed one year. Non-certified teachers employed in accordance with the current school code shall be considered to be qualified for that assignment.
- B. Tentative teaching schedules shall be posted before June 1st of every year. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. When changes in a teacher's schedule are made, the Administration will provide adequate time for the teacher to prepare before commencement of the course. The Association shall be notified in each instance.

Section 2.7 TEACHER EVALUATION

A. The performance of all teachers shall be evaluated in writing; a teacher's performance shall be rated as either satisfactory or not satisfactory for each of the enumerated criteria in the evaluation instrument, which are observed during the evaluation period. The terms for written evaluations are defined as provided below:

B. PROBATIONARY TEACHER

1. If a probationary teacher is employed for at least one (1) full year:

- a. By November 15, the teacher will be provided with an individualized development plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher; and
- b. The teacher will be provided with one (1) year-end performance evaluation prior to the end of the school year during each year of the teacher's probationary period. The administrative personnel may perform an evaluation more often if they warrant, or if requested by the teacher.

(1) The annual year end performance evaluation shall be based on, but is not limited to, at least 2 classroom observations held at least 60 days apart, unless a shorter interval between the 2 classroom observations is mutually agreed upon by the teacher and the administration.

(2) The performance evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan (IDP), which will include the Appraisal Report.

(3) Each probationary teacher shall receive notice of the written recommendation to continue or discontinue his or her services prior to the April Board meeting. The final written recommendation of a probationary teacher will be furnished to the school board at the April board meeting of each probationary year. A copy of final recommendations shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the School Board.

C. TENURED TEACHER

1. Tenured teachers shall be provided with a performance evaluation at least once every three (3) years. The administration may perform an evaluation more often if they warrant, or if requested by the teacher; and

2. If the teacher has received a less than overall satisfactory performance evaluation, the teacher will be provided with an individualized development plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher; and
 3. The performance evaluation required every three (3) years shall be based on, but is not limited to, at least two (2) classroom observations conducted during the period covered by the evaluation and, if the teacher has an individualized development plan, shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.
 4. The Appraisal Report used to evaluate teaching personnel shall be jointly formulated by the Board and the Boyne City Education Association and is attached as an Appendix.
- D. Evaluations shall be conducted by the teacher's building principal. However, qualified individuals may be retained to assist the building principal in an evaluation or conduct an evaluation by mutual agreement of the administration and the Association.
- E. All monitoring or observation of the performance of a teacher shall be conducted with full knowledge of the teacher.
- F. A personal meeting will be held within fifteen (15) days after the written performance evaluation is completed to review the evaluation of the teacher, if requested by the teacher in writing. The evaluation shall be executed in triplicate by the evaluator and returned in duplicate signed by the teacher for filing in each of the teacher's personnel files. In the event that the teacher feels that his evaluation was incomplete or unjust, he may put his objections in writing within thirty (30) days of receipt of the evaluation and have them attached to the evaluation report to be placed in his evaluation file. Thereafter the substance of the evaluation shall be considered conclusive and final.
- G. If the evaluation is "NOT SATISFACTORY", the reasons therefore shall be set forth in specific terms as a recommendation of the ways in which the teacher should improve his/her performance. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place unless the evaluator indicated the opportunity for forming an opinion on the earlier deficiencies did not present itself.

Section 2.8 PERSONNEL FILES AND RECORDS

- A. Each teacher shall have the right to review the contents of their own personnel file with a second party present. Each teacher's personnel file shall contain the following minimum items of information when available:
- required medical information if permitted by law
 - teacher evaluation reports
 - copies of annual contracts
 - record of teacher's certificate
 - tenure recommendation
 - letter of recommendation
 - letters of commendation (if any)
 - an up-to-date transcript of academic record (to be furnished by the teacher)
 - record of voluntary extra-curricular activities and committee service as provided by the teacher.
- B. No statement or anecdotal information which reflects negatively on the teacher's competence or performance may be placed in a personnel file without notification to teacher within ten (10) days of occurrence and without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.
1. Any such material, which is found to be in error or unrelated to a teacher's performance (provided cause is shown), shall be promptly corrected or expunged, whichever is appropriate.
 2. Complaints against the teacher shall be put in writing with the names of the complainants, administrative action taken, and remedy clearly stated. It is understood that formal records regarding disciplinary action (written reprimands, etc.) shall only be expunged by mutual consent.
 3. The teacher may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature 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.
 4. After successful completion of two (2) years of satisfactory employee performance, an employee may request that all documents which reflect negatively on the teacher's competence or performance as stated above may be expunged from the employee's personnel file. This shall be subject to Superintendent review.

- C. If a Freedom of Information Act (FOIA) request is received for a teacher's personal file or personnel file information, the teacher will be notified within 24 hours of the request when it is received by an administrator. The Board will take the maximum time allowed by the FOIA to comply with the request. The purpose of this is to allow the teacher the opportunity to review the material and determine if legal action is warranted on his/her part.

Section 2.9 REDUCTION AND RECALL OF PERSONNEL

- A. In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given subject area, field or program or eliminate or consolidate positions, the Board shall notify the teacher to be laid off thirty (30) calendar days in advance of implementation, and thereafter the Board shall follow the procedures listed below:
 - 1. Teachers not holding a regular Michigan provisional, permanent, life, continuing or qualified certificate will be laid off first, provided there are fully qualified, fully certified teachers to replace and perform all of the needed duties of the laid off teachers.
 - 2. If reduction is still necessary, then probationary teachers with the least number of continuous years of teaching in the Boyne City School District will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid off teachers.
 - 3. If further reduction is still necessary, then tenure teachers with the least number of years of continuous teaching experience in the former Twin Valley or in the Boyne City School District will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all the needed duties of the laid off teachers.
- B. For purposes of this article, Sections A 1, 2, 3 and D: Fully qualified and fully certificated teachers shall be defined as teachers who have earned an appropriate provisional, continuing, life, permanent, or professional teaching certificate with a major or minor endorsement in the subject area to which the staff member is assigned; and is able to perform all of the needed duties for the position.
- C. Seniority is defined as unbroken service as a teacher in the Boyne City School District including continuous unbroken service as a teacher in the former Twin Valley, Boyne City and East Jordan School Districts. Leaves of absence, with or without pay, and absences due to layoff are not to be considered a break in service. Time spent on leave or laid off status will not count toward continuous service time and seniority.
 - 1. Seniority will be calculated on a yearly basis. The base year shall be the here-to-for agreed upon 1986-87 seniority list dated November, 1987. The annual calculation for yearly seniority will be based upon the number of days paid for the percentage of

a day worked (i.e. # of days worked ÷ # of total yearly workdays x the percentage of a contracted work day). Any day or part of a work day that a person does not receive school district contract salary for will result in the loss of seniority [i.e. if an otherwise full time teacher takes one unpaid day during a school year the resulting yearly seniority would be 0.995 year (183/184)]. Yearly seniority will be rounded to three decimal places. No person can gain more than one (1.000) year of seniority in any given school year.

2. A seniority list shall be maintained by the school district. Teachers shall be ranked in order of seniority. Accompanying the name of each teacher shall be listed the teacher's certification and endorsements.
 3. The Board shall provide a current year seniority list to the Association no later than thirty (30) days following the ratification of this agreement, and by every October 1st thereafter. The Association has ten (10) school days to bring any discrepancies to the Board's attention for correction.
 4. Seniority for new hires will be determined by placement on the board agenda and said placement will be determined by a random draw. This will apply to all new hires as of June 1, 2007.
 5. The Board shall use the seniority list, including any new hires, from the previous school year to determine layoffs.
- D. Recall - in the event of layoff, the Board will institute a recall procedure which will be in inverse order of the above layoff procedure provided that the teachers to be recalled are fully certified and fully qualified for the restored or vacant positions. The right to be recalled shall be limited to a term of three (3) teaching calendar years including the current calendar year described in 2.10 A. above, provided however, upon written request a teacher may request on or before August 31st of the third and successive years, and the Board shall grant additional yearly extensions to said three year termination date. It shall be the duty of the teacher on layoff to provide their current mailing address to the Board.
- E. Seniority right shall be lost by the teacher if the teacher does not return within ten (10) working days when he is recalled from layoff.
- F. Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all benefits allowed under this Master Agreement. However, immediately after notification of layoff, a laid off employee may, upon written request and if available, extend health insurance coverage for a period of up to eighteen (18) months provided the employee pays the requisite insurance premiums. All benefits shall be reinstated in full upon re-employment.

G. It is intended that this Section take precedence over and governs the individual teaching contracts; and the individual teaching contract is expressly conditioned by this Section.

Section 2.10 BOARD AND ADMINISTRATIVE RIGHTS

The Northern Michigan Education Association recognizes that 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 Constitution and by the statutes of the State of Michigan, particularly the Michigan School Code, and by the Constitution of the United States, including, but without limiting the generality of the right to establish policy for the executive management and administrative control of the school system, its properties, its facilities and its personnel, as well as the methods and means necessary to the proper execution of the foregoing obligations, provided that such rights shall be exercised in conformity with the provisions of this Agreement.

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

Section 2.11 PROFESSIONAL STAFF, CURRICULUM DEVELOPMENT AND THE SCHOOL IMPROVEMENT PROCESS

A. Staff and Community Involvement

The involvement of professional staff members in the development and articulation of curriculum and in the school improvement process is recognized by the Association and Board as important to the overall effectiveness of the educational programs for the children of the community. Further, the parties recognize that the involvement of members of the community, in conjunction with professional staff, is important and necessary.

B. District-Wide School Improvement Team

The Board and Association agree that it is important for the school district to establish a District-Wide School Improvement Team to coordinate the development, articulation and maintenance of the curriculum and courses of study the community desires for its children, and further recognize the following:

1. There will be at least three professional staff teacher members from each building level (Elementary School, Middle School and High School) appointed to the School Improvement Team, and involved in its activities. Six (6) community members (inclusive of any board members appointed) shall further comprise the School Improvement Team along with three (3) support staff members (one from each

building level); and up to five (5) administrative representatives, for a total of twenty-three (23) voting members.

2. Professional staff member appointments shall be made from recommendations submitted by their peers from within the grade levels and/or subject areas deemed appropriate by the School Improvement Team from time to time.
3. Professional staff member participation or non-participation on the School Improvement Team shall be voluntary and shall not be used as a criterion for evaluation, discipline or discharge.

C. SCHOOL IMPROVEMENT PLANNING

It is recognized by the parties that school improvement is best facilitated at the local school building level through the participation and involvement of staff and community. The parties further recognize the following:

1. Each school building level shall have a Planning Team which shall also function as the School Improvement Planning (SIP) team. It shall be made up of professional and support staff members, community members, administrators and students (if appropriate).
2. Professional staff members interested in serving on a building's Planning Team shall annually submit their names. The majority of professional staff members needed to serve on the Planning Team shall be elected by their building peers from the names submitted. The remainder shall be administratively appointed from the building names submitted. At the discretion of the administration, administrative appointments may be made by other non-precedent setting means.
3. Participation or non-participation on a school building Planning Team is voluntary and shall not be used as a criterion for evaluation, discipline or discharge.
4. School improvement plans shall be submitted to the District-Wide School Improvement Team for review prior to being recommended to the Budget Planning Committee for consideration in the budget, or to the superintendent of schools for recommendation to the Board of Education for approval.
5. School improvement plans shall not violate the terms and conditions of this contract.

Section 2.12 NON-DISCRIMINATION

The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex or marital status or membership in, or association with the activities of any employee organization. The Board and the Association pledge themselves to extend the advantages

of public education to every student without regard to race, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity for all pupils.

Section 2.13 STUDENT TEACHING ASSIGNMENTS

Supervision by a teacher of a student teacher shall be voluntary. A teacher shall receive special compensation for such efforts equal to the amount which the school is reimbursed by the sponsoring university. Student teachers shall not be used as substitute teachers.

Section 2.14 MENTOR TEACHERS

- A. Bargaining unit mentor teacher positions shall be developed on an as-needed basis to function as an advisor/resource person to probationary teachers by the employer according to the following guidelines:
1. Such mentor teachers shall be tenure teachers.
 2. A bargaining unit mentor teacher shall serve on a voluntary basis and shall work with probationary teachers from a related area of expertise, responsibility or experience.
 3. A bargaining unit mentor teacher may have released time as approved by his/her principal to use to observe or otherwise be available to the probationary teacher assigned.
 4. The mentor teacher shall not be expected to act in an evaluative, disciplinary or supervisory capacity over a probationary teacher. The mentor teacher shall not be required to provide information for use in such administrative functions regarding the probationary teacher assigned. The function of mentoring shall not be included in the mentor teacher's evaluation.
 5. The mentor teacher shall assist the probationary teacher in planning with the administration, fifteen (15) days of professional development within the first three (3) years of employment of the probationary teacher.

Such professional development may include the experiencing of effective practices linked in university professional development schools, ISD and regional seminars conducted by master teachers and other mentors regarding proper classroom management and instructional delivery methods.

6. It is understood and agreed that a mentor teacher may not continue in that position from year to year unless requested to do so by the principal. The probationary teacher involved shall have input into this process.

- B. Mentor teachers shall be paid two hundred and fifty dollars (\$250.00) per semester. Mentors are expected to perform the following duties:
1. Spend approximately 45 minutes of planned time with the assigned probationary teacher twice a month. This time includes weekly in person or telephone contacts and, if the teacher is having difficulty, impromptu contacts.
 2. Document all dates of conferences, personal contacts and classroom visits with the assigned teacher in a conference log which is to be provided to the principal at the end of the school year.
 3. Suggest current research, provide insight and suggestions for improving instruction in both the probationary teacher's subject area and in classroom management strategies.
 4. At least one planned classroom visit each semester in the probationer's room for observation/input. The administration will provide the mentor with release time for this purpose upon request.
 5. Help the probationary teacher select appropriate in-service days that meet the state guidelines as above (currently fifteen days in a three year period).
 6. Attend recommended training as approved by the building principal to aid in the professional development of probationary teachers. All costs for such training shall be paid by the school district.

Section 2.15 INTERNET ACCEPTABLE USE

- A. To provide an intellectual atmosphere that includes access to the internet, the parties believe that all teachers should have the opportunity to develop skills in using computer technology. Having access to the internet will allow the teacher to access and use the internet to transmit material, which is consistent with the educational goals of the school district, as well as allow the teacher to access and transmit appropriate material to be used in the educational environment.
- B. Whereas the parties recognize the educational value of internet access at school using district equipment, they hereby agree to the following:
1. To educate young people in the use of the internet as an assistive device to support student learning and achievement.
 2. That in order to support student learning and achievement the teacher must use the internet access in a responsible manner.

3. That the classroom teachers are released from any liability based upon information retrieved from the internet by the student.
4. That the use of the district's electronic resources is for the purpose of (in order of priority):
 - a. Support of the academic program
 - b. Telecommunications
 - c. General information
5. The parties agree that the district will periodically make determinations on whether specific uses of the electronic resources are consistent with the acceptable use practice of the school.
6. The district reserves the rights to any material stored or accessed using district or network technology resources and will remove any material which the district believes to be unlawful, obscene, pornographic or abusive. Staff members will not use their district-approved computer account to obtain, view, download, or otherwise gain access to such material. Misuse of this privilege may result in discipline as provided under Section 3.8, including revocation of internet use privileges.
7. All information services and features contained on district or network resources are intended for educational, school-related or limited personal use of its registered users. Any use of these resources for commercial for-profit or other unauthorized purpose is expressly forbidden.
8. Allowing the use of an account by someone other than the registered account holder is forbidden.
9. The district and/or network does not warrant that the functions of the system will meet any specific requirements that the user may have, or that the network will be error-free or uninterrupted; nor shall it be liable for any direct, indirect, incidental or consequential damages (including lost data, information or time) sustained or incurred in connection with the use, operation or inability to use the system.
10. Consistent with Article 2.7, the use of electronic means, including email and internet usage for purposes of evaluation of staff shall be strictly prohibited.
11. In consideration for the privileges contained above, the staff member hereby agrees to abide by the requirements contained therein and releases the district network and its operators and administration from any and all claims of any nature arising from use or inability to use the district and/or network resources.

Section 2.16 ESEA REQUIREMENTS FOR HIGHLY QUALIFIED TEACHERS

A. A teacher hired before the first student attendance day of the 2004-05 school year who is required by the ESEA to be “Highly Qualified” (as defined by the ESEA and the Michigan Department of Education) for his/her teaching assignment and is not “Highly Qualified” for his/her teaching assignment shall, by the end of the 2005-06 school year, have elected and satisfied one of the options below for becoming “highly qualified”:

1. For elementary teachers:
 - a. Passage of the Michigan Test for Teacher Certification (MTTC) general elementary examination and the examination for any subject area for which the teacher is endorsed and is teaching in grades 6-8. Individuals who hold the old K-8 all subjects designation on their elementary teaching certificate may elect to take and pass the MTTC subject area examination for each subject that he/she is assigned to teach in grades 6-8 if they do not hold a major in the subject, or
 - b. A graduate degree or coursework that is equivalent to an undergraduate major in any subject area directly related to elementary teaching, or
 - c. Achieve national board certification or credentialing in any subject(s) at an appropriate developmental level(s), or
 - d. As documented by the district’s School Improvement Team (SIT), have:
 - (1) At least three (3) years of teaching experience at the elementary level and
 - (2) Completed since the issuance of the Provisional Teaching Certificate, a minimum of eighteen (18) semester credit hours in a planned standards-based, State Board of Education (SBE)-approved endorsement program or a masters or higher degree in an area appropriate for elementary education or
 - e. As documented by the district’s School Improvement Team (SIT), have:
 - (1) At least three (3) years of teaching experience and,
 - (2) Before the end of the 2005-06 school year, have completed an individual professional development plan approved by the district’s School Improvement Team (SIT), including completion of professional development activities that are aligned with the state professional development standards and consisting of at least ninety (90) contact hours or six (6) semester hours of graduate or undergraduate coursework in a standards-based (in accordance with the SBE-approved standards that are aligned with the applicable Michigan Curriculum Frameworks) subject/content subject area program related to the current teaching assignment, or

- f. As documented by the district's School Improvement Team (SIT), demonstrate competence of subject matter knowledge and teaching skills using a standards-based performance assessment reflecting the entry-level standards for Michigan teachers approved by the State Board of Education. (The performance assessment shall be conducted by a sub-committee of the district's SIT, as referenced in Section 2.16 C and may include classroom observation and/or videotaped lessons, and/or an individual portfolio using the Michigan Content Area Portfolio Guidelines. The performance assessment plan, standards, and evaluation instrument must be submitted to the Michigan Department of Education for approval prior to implementation.)
2. For middle school and other secondary teachers:
- a. Passage of the MTTC subject area examination for any subject area assignment (other than those in which the teacher holds a subject area major) for which the teacher is endorsed and is teaching in grades 7-12. Individuals who hold the old 7-8 all subjects designation on their secondary teaching certificates may elect to take and pass the MTTC subject area examination for each subject that he/she is assigned to teach in grades 7-8 if they do not hold a major in the subject(s), or
 - b. A graduate degree or coursework that is equivalent to an undergraduate major in the teaching field, or
 - c. Achieve national board certification or credentialing in the subject(s) at an appropriate development level(s) that he/she teaches, or
 - d. As documented by the district's School Improvement Team (SIT), have:
 - (1) At least three (3) years of teaching experience at the secondary level and
 - (2) Completed since the issuance of the Provisional Teaching Certificate, a minimum of eighteen (18) semester credit hours in a planned standards-based, SBE-approved endorsement program or a masters or higher degree in an area appropriate for secondary education, or
 - e. As documented by the district's School Improvement Team (SIT), have:
 - (1) At least three (3) years of teaching experience, and
 - (2) Before the end of the 2005-06 school year, complete an individual professional development plan approved by the district's SIT, including completion of professional development activities that are aligned with the state professional development standards and consisting of at least ninety (90) contact hours or six (6) semester hours of graduate or undergraduate coursework in a standards-based (in accordance with the SBE-approved

standards that are aligned with the applicable Michigan Curriculum Frameworks) subject/content subject area program related to the current teaching assignment, or

- f. As documented by the district's School Improvement Team (SIT), demonstrate competence of subject matter knowledge and teaching skills using a standards-based performance assessment reflecting the entry-level standards for Michigan teachers approved by the State Board of Education. (The performance assessment shall be conducted by a sub-committee of the district's SIT, as referenced in Section 2.16 C, and may include classroom observation, and/or videotaped lessons, and/or an individual portfolio using the Michigan Content Area Portfolio Guidelines. The performance assessment plan, standards, and evaluation instrument must be submitted to the Michigan Department of Education for approval prior to implementation.)

B. Teachers not certified for teaching assignment:

1. If a teacher has no certification endorsement for part or all of his/her assignment, the teacher shall enroll in and make annual progress toward an endorsement for each part of his/her assignment that the teacher lacks an endorsement.
2. A teacher that was or is involuntarily assigned to teach an elementary grade level outside his/her certification or assigned to teach one (1) or more classes in a subject area in which the teacher does not have a major shall not be adversely impacted by said assignment. Said teacher shall be granted the first vacancy he/she applies for provided he/she is certified for the vacancy. This paragraph shall supersede the vacancy, transfer, layoff or recall provisions of the agreement.

C. Sub-Committee of the District's School Improvement Team (SIT):

For the purposes of Sections A and B above, a sub-committee of the district's School Improvement Team (SIT) shall be established to conduct an assessment of the option elected and pursued by each teacher subject to Sections A and B immediately above. The SIT shall be composed of four (4) members; two (2) appointed by the superintendent and two (2) appointed by the Association. The SIT shall make a determination whether each teacher subject to Sections A or B immediately above has become Highly Qualified by meeting one of the options provided in Sections A or B immediately above.

D. Teachers not Highly Qualified by the end of the 2005-06 school year:

A teacher who is required as of the end of the 2005-06 school year by the ESEA to be Highly Qualified (as defined by the ESEA and the Michigan Department of Education) for his/her teaching assignment and is not Highly Qualified for his/her teaching assignment shall be granted the first vacancy he/she applies for provided he/she is

highly qualified for the vacancy. If there is no vacancy for which said teacher is Highly Qualified, said teacher shall be treated under the layoff and recall provisions of this agreement as if his/her current position had been eliminated.

- E. A teacher that has been recognized as Highly Qualified under the ESEA by this school district or another Michigan school district shall be recognized as Highly Qualified by this school district for the duration of his/her employment (as applied to the given assignment).

SECTION THREE

TEACHING CONDITIONS

Section 3.1 ACADEMIC OBJECTIVITY

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school, and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

Section 3.2 STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Teachers shall be responsible for creating and maintaining conditions conducive to learning and discipline, both in the classroom and in the performance of other duties. The Board will give all reasonable support and backing of teachers with respect to the maintenance of control and discipline when teachers conform to the School Code and board policy. Whenever it appears as a result of a student's behavior that he/she requires the attention of counselors, social workers, or law enforcement officials, etc, the administration shall coordinate such help in accordance with board policy. In cases where such help does not appear to remedy the situation, the administration shall work with the teacher to relieve the situation through appropriate means according to board policy. This provision is subject to such limitations or restrictions as may be imposed by Statute or regulations adopted or promulgated by the Michigan Department of Education or its Superintendent.
- B. Teachers shall exercise reasonable care with respect to the safety of pupils and property and shall follow the School Code and board policy as to Corporal Punishment. The Board will provide liability insurance protection to cover both Board and teachers.

- C. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher; provided, the Board in its exclusive discretionary determination concludes that said incident is not attributable due to the neglect, act or omission of such teacher.
- D. Serious complaints by a parent, guardian or a student concerning the professional competence of an individual teacher shall within five (5) school days be called to the said teacher's attention. A record of complaint shall not be placed in the teacher's personnel file unless the actual complaint contains the name of the informant.
- E. A written statement by the Board governing procedure for suspension of students from school shall be distributed to students, teachers, and parents no later than the first week of the school year.
- F. A teacher may direct a pupil to report to the Building Principal's office when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable.

In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident. Based on the particulars of the incident as reported and the administrative investigation of the matter, the building principal shall deal with the student in accordance with board policy.

Further, the teacher may request a meeting with the building principal and/or other professional staff members to discuss the elements of a plan to be implemented by the teacher to successfully work with the student in the classroom setting. The teacher and principal will work together for its implementation.

Section 3.3 INSTRUCTIONAL MATERIALS

The Board recognizes that appropriate texts, library facilities, maps, globes, laboratory equipment, current periodicals, standard tests, questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time (as set forth in Section 2.11 B) for the purpose of improving the selection and use of such educational tools. The Board will consider implementation of the recommendations of the District-Wide School Improvement Team, subject to the financial constraints and limitations of the school district.

Section 3.4 TEACHING HOURS AND SCHOOL CALENDAR

- A. The teacher school day, inclusive of the student instructional day, shall consist of seven (7) hours and twenty-seven (27) minutes consecutively. This time may be adjusted each year provided under Sections A, B, and C of this section.

1. Ten (10) minutes of assignable duty time immediately prior to the first reporting time for students.
 2. Ten (10) minutes of assignable duty time immediately after the last dismissal time for students.
 3. On days before a scheduled legal holiday the teacher school duty day terminates with the departure of the last bus leaving the teacher's assigned building.
 4. District professional development and/or curriculum meetings will be offered seven (7) times throughout the school year after the regularly scheduled work day (Section 3.4 A) from 3:30pm until 5:00pm. The District-Wide School Improvement Team (SIT) will meet and set a tentative schedule of meetings/activities as contained in Subsection A by June 1 of each year for the following school year.
 5. Building meetings will be held once a month before school and will be forty-five (45) minutes in duration. The meeting day of the week will be determined by each building. This time shall be scheduled in each building for teacher meetings, department and grade level meetings, curriculum development and professional development activities.
 6. Parent Orientation will be held in the fall of the school year and will be a maximum of one and one half (1-1/2) hours in duration. The date for parent orientation will be set by June 1st of the previous school year.
 7. Teachers will be expected to treat attendance at planned meetings as contained herein as contracted attendance days. Teachers may be prior excused through approval of the superintendent for absence due to extenuating circumstances. Co-curricular activities of teachers (e.g. coaching, sponsorships, and other such activities) shall not be considered as justification for absence without prior approval of the superintendent. Such activities/meetings should be scheduled so as not to conflict with each other.
- B. The instructional school day for teachers and students shall be the same. The instructional school day shall begin with the first reporting time for students and shall end with the last dismissal time for students. Within the instructional school day, in conjunction with the school calendar, all state-required clock hours for instruction shall be scheduled. Further, the parties agree that certain elements shall be maintained within the school day. These include:
1. Teachers shall have a minimum of a thirty (30) minute duty free lunch time including passing times.

2. Preparatory time for teachers at the high school and middle school, at grade levels which are similarly scheduled, shall be equal in length to one class period. No teacher shall be required to bank prep time. Decisions to do so shall be on a voluntary basis only. The administration will make every reasonable effort to schedule traveling teachers in a way that minimizes the impact on their preparatory time.
 3. Preparatory time for regular classroom teachers in other grades shall be provided when students are scheduled to be instructed in foreign language, art, music, computers or physical education by a support teacher. This time for regular teachers, special education teachers and specials teachers (i.e. art, music, computers, foreign language and physical education) shall be at least equivalent to two hundred twenty-five (225) minutes per week in increments no shorter than twenty (20) minutes in length when possible. However, should such programs be cut, the parties agree to meet and bargain, in good faith, in an effort to find alternatives that would provide at least two hundred twenty-five (225) minutes of prep time per week for elementary teachers. When the scheduling of special events and activities (such as holiday programs, spring musicals, and end of the year field days) interfere with the regularly scheduled preparatory time of elementary teachers, the elementary management team shall meet to adjust the schedule in a way that the impact is shared across grade levels.
 4. The Board retains the right to alter existing class periods within the framework of the defined instructional day. Proposals to alter existing class periods shall be reviewed with the Association prior to implementation. When changes are made in delivery of programs, such as schedule and terms for assessment, a committee made up of administration and faculty representatives, chosen by the Association, shall determine criteria and evaluate the effectiveness of such changes. This evaluation shall take place within a time period determined by the committee to best assess the merits of continuation or termination of such program.
 5. A teacher who teaches less than a full schedule of classes shall receive pro-rated prep time based upon the amount of time the teacher is scheduled each day to teach.
- C. The Board may request a block of up to five (5) such summer professional development days. In the event that a teacher volunteers to participate in such professional development days, the teacher will be paid at a half day rate of sixty-two dollars and fifty cents (\$62.50) or a full day rate of one hundred twenty-five dollars (\$125.00).
- D. The school calendar shall be 178 days, in accordance with student contact hours/days as assigned by the State of Michigan or as otherwise needed to meet the requirements imposed by law. Included as part of the 180 days of student instruction will be:

1. Twelve (12) half days:
 - a. One (1) for the first day for students
 - b. Six (6) for professional development
 - c. One (1) for evening parent/teacher conferences - the day before Thanksgiving
 - d. Two (2) for afternoon parent/teacher conferences
 - e. One (1) for Good Friday
 - f. One (1) records day on the last student day of school.

- E. Four (4) additional full days shall be scheduled for all teachers.
 1. One (1) for teacher orientation day
 2. Three (3) for full day professional development.

- F. It is understood that teachers shall not be required to report for work on days in which school has been canceled due to inclement weather or other unforeseen circumstances of an emergency nature. It is also understood that on days during which school is canceled (due to inclement weather) while in session, that teachers may leave fifteen minutes after students have boarded their buses. The Board shall not alter the school calendar in an effort to make up these days unless required to do so by State law, by the State Board of Education, or to meet the minimum state required clock hours of student instruction as provided in Section 3.4. The parties will mutually agree to such scheduling of days. If mutual agreement cannot be reached, required student days will be made up on consecutive week days following the last scheduled student day. The rescheduling of such days shall not entitle employees to additional compensation.

Section 3.5 CLASS SIZE

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be limited to a reasonable number. Specific limitations are difficult to maintain in a small school, but every effort should be made to hold classes at a level for the maximum educational opportunities for both teacher and student. The normal weekly teaching load will follow the recommendations of the North Central Association of Colleges and Secondary Schools.

- B. When a class is adversely affected by an unusually high number of special needs students Administration will make interventions to preserve a positive learning environment.

- C. Special education teachers shall not be assigned students to his/her caseload without being provided either contact time with such students or consult time with the teacher who is providing services as part of his/her teaching assignment.

Section 3.6 NON-CLASS SUPERVISION

Students shall be supervised during noon and recess period by aides provided state attendance requirements are met.

Section 3.7 COMMUNICABLE DISEASES

In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or by law, to attend school, to the extent allowed by law, all bargaining unit members potentially having contact with the student shall be notified in advance of the child's placement and/or return to school. Such notification shall not be in conflict with the Family Educational Right to Privacy Act (FERPA). The employer shall provide in-service instruction in hygienic practices and management to members coming into contact with students having such communicable diseases, unless prevented by state authorities and/or courts.

Section 3.8 DISCIPLINE AND DISCHARGE

- A. No tenured teacher (non-probationary) shall be disciplined or discharged without just cause. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. The Association agrees to provide such representative within a reasonable length of time.
- B. A system of progressive and corrective discipline shall be applied to all bargaining unit members in the district unless circumstances occur which require immediate action. The Board may initiate discipline at the appropriate level up to and including discharge.
 - 1. verbal warning
 - 2. written warning
 - 3. written reprimand
 - 4. suspension with pay
 - 5. suspension without pay
 - 6. discharge

Section 3.9 LEAST RESTRICTIVE ENVIRONMENT

The Board and the Association recognize least restrictive environment for all students is legally mandated and intended in the best educational interest of all students.

For the purpose of this Section, special education students participating in a least restrictive educational environment shall be referred to as "mainstreamed students".

- A. Any teacher may request a meeting of all or a portion of the teachers of a specific student. Said meeting may be requested only if a teacher reasonably believes the educational program established for an individual student is not meeting the student's unique needs as required by law. Said request shall be in writing, listing the designated teachers, and signed by the respective teacher.

Additionally, any teacher may request a meeting of all or a portion of the teachers of a specific student to discuss the written IEPC of a student. Said meeting shall be requested in the same manner as noted above.

The Administration shall help the requesting teacher to facilitate such a meeting as requested with the designated teachers. The designated teachers of said student shall be encouraged to attend to discuss the student's educational program needs. The meeting shall be held during non-regularly scheduled instructional times, which may involve holding said requested meeting before or after school. Meetings held before or after the normal workday shall be scheduled with the consensus of the teachers involved.

- B. In regard to IEPC meetings and "mainstreamed students" in general education classrooms:
1. If an IEPC is convened, the Administration shall use all reasonable efforts to include the current regular education teacher most appropriate to the disability of said student in the student's IEPC meeting. All teachers providing instruction to the specific mainstreamed student in a regular classroom setting shall be notified of the IEPC so they have an opportunity to give input to the administrator, special education teacher, regular education teacher, etc. who will be participating in the IEPC meeting. Any teacher so notified may request a meeting, which shall be held outside of regular instructional time, to discuss the appropriateness of the appointment of the regular education teacher who will be attending the IEPC.
 2. In instances where it is not possible to identify in advance of an IEPC, the general education teacher(s) of a specific mainstreamed student, pertinent information in a student's written IEPC which is permissible to be released by law regarding the student will be shared with said student's teacher(s) as soon as reasonably possible.
 3. The district shall make every reasonable effort to provide the necessary classroom materials and/or adaptive equipment as outlined in a student's IEPC.
 4. The district, in an effort to make all mainstreamed student placements in regular education classrooms successful, will encourage teacher training through the work of its District-Wide School Improvement Team. Further, teachers may request through the District-Wide School Improvement Team specific training. Such specific training may include but is not limited to instructional and behavioral management,

differing educational approaches and techniques to be utilized given varying physical, mental, emotional and behavioral conditions as are likely to be faced by a mainstreamed student's teacher in a regular education classroom. Such request shall be in writing.

If a teacher's written request for specific training is not provided, then said teacher may request a formal oral presentation of said training request to the District-Wide School Improvement Team.

- C. Except in life threatening or extenuating circumstances, no member (except for a school nurse) shall be required to perform medical or hygienic procedures for or on students such as but not limited to: suctioning, catheterization, diapering or attending to any other personal hygienic or medical need(s) of the student(s). If the delivery of such health services are necessary to maintain the student in a general education classroom, and the teacher agrees to provide such appropriate procedures or services, he/she shall be provided with training appropriate to the situation without need to request same from the District-Wide School Improvement Team.

If the teacher is requested by the district and agrees to provide such services in writing, the Board shall indemnify and hold harmless said teacher, from liability for the performance of such services to the extent permitted by law, as long as the actions of the teacher in providing such services are consistent with board policy, and as long as such actions are reasonable and are not negligent.

SECTION FOUR

LEAVES OF ABSENCE

Section 4.1 PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVES

Leaves of absence with pay not chargeable against the teacher's sick allowance shall be granted for the following reasons:

- A. A maximum of five (5) days of uncharged leave per death in the immediate family of the teacher or the teacher's spouse. (The immediate family is considered to be the spouse, child, step-child, parent, grandparent, grandchild, brother or sister, significant other or other relative living in the household).
1. The Superintendent may approve leave days:
 - a. to be deducted from personal or sick days, in addition to the five (5) days.
 - b. for reasons not stated in (a).

- c. and will provide a written response to the member and the Superintendent's decision shall be final.
- B. Absence when a teacher is called for jury service. The teacher shall receive the difference between his regular pay and jury pay.
1. Court appearance as a witness in any criminal case or in any case connected with the teacher's employment or the school, less any witness fee received by the teacher.
 2. Time necessary to take the selective service physical examination.
 3. Two (2) unrestricted personal leave days shall be allowed per school year. Unused personal days may be carried over beyond the year in which they are allocated. Accumulated personal leave days are not to exceed a total of five (5) in any single year. A maximum of three (3) personal leave days may be taken on consecutive school days. Personal leave days shall be taken as half or full days and the maximum number of personal leaves on any given day shall be six (6), with a maximum of two (2) per building. Administration may allow more than two (2) personal leave days per building to reach the maximum of six allowed. Application for all personal business days may be made no sooner than the first school calendar day each year and not later than three (3) business days prior to the requested personal day, except in cases of personal emergency. Personal leave days taken when professional development activities extend the day shall be charged as one and twenty five hundredths (1.25) of a day.
 4. The Association shall be credited with eight (8) days to be used by teachers who are officers or agents of the Association for conducting Association business.
 5. Teachers granted a leave of absence as provided in Section 4.3.B or whose military duty contemplated in 4.3 C has terminated shall apply for and obtain approval for an additional one year's leave or file written notice of intent to return to teaching duties not less than 60 days prior to the last day of school in that particular school year.
 6. To qualify for the above leave allowances, the teacher must have lesson plans, class roll, and description of operating routines in writing, up-to-date and available as per building handbook, unless impossible or unreasonable because of unforeseen circumstances.
 7. Any teacher who wishes may donate up to five (5) days of his accumulated sick days to another teacher facing personal long term illness or the long term illness or death of an immediate family member.

Section 4.2 SABBATICAL LEAVE

- A. Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave without pay for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institution, travel which will improve the teacher's ability to teach.
- B. A teacher returning from sabbatical leave on the agreed return dates shall be restored to his teaching position or to a position of like nature, seniority, status and pay provided written notice of intent to return to teaching duties is filed with the Board not less than 60 days prior to the last day of school in that particular year.
- C. Any teacher granted sabbatical leave will receive his/her full insurance benefits during the sabbatical provided said teacher pays the requisite insurance premiums. The teacher will be reimbursed the paid insurance premiums upon their resuming a teaching position in the district in the next school year.

Section 4.3 UNPAID LEAVE

- A. Any teacher whose personal illness extends beyond the period compensated under Section 4.4 shall be granted a Leave of Absence without pay for such time as is necessary for complete recovery from such illness or two (2) years from the date the teacher went on leave due to personal illness, whichever occurs sooner, unless an extension of one (1) year or less is granted. Upon return from leave a teacher shall be assigned to the same position, if available, or to a position for which the Board determines the teacher to be qualified.
- B. Leaves of absence without pay or benefits may be granted upon application and approved for the following purposes: (The regular salary increment occurring during such period shall be allowed.)
 - 1. Full time education as defined by the college or university attended.
 - 2. Full time study, research or special teaching assignment involving probable advantage to the school system.
 - 3. Full time, except as stated in sub-paragraph 1. above, is defined as not less than four hours a day, five days a week during the semester of school year.
 - 4. The teacher shall furnish the Board with evidence of compliance with 1. or 2. above and failure to do so shall be considered a breach of contract on the part of the teacher..
 - 5. Leaves requested under 1. and 2. shall be filed prior to June 30th.

- C. Leaves of absence without pay or benefits, except when benefits are required to be paid by law, shall be granted upon application and approval for the following purposes, and as otherwise required by law: (The regular salary increment occurring during such period shall be allowed.)
1. Maternity leave, or leave for purposes of adopting a child (children) shall be granted upon application, and any regular salary increments occurring during such absence shall be allowed.
 2. Peace Corps leave which, however, shall be limited to not more than two years salary increment increase.
- D. Military leaves of absence shall be granted to any Teacher who shall be inducted or shall enlist for the minimum of military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service in the school system.
- E. Leaves of absence without pay shall be granted on a school year basis, except that on receipt of application for leave pursuant to Section 4.3 B herein above, at the request of applicant the leave may be granted for one semester in which latter event any salary increment occurring during such period would be allowed.
- F. Teachers granted a leave of absence as provided in Section 4.3 B or whose military duty contemplated in 4.3 C has terminated shall apply for and obtain approval for an additional one year's leave or file written notice of intent to return to teaching duties not less than 60 days prior to the last day of school in that particular school year.
- G. The Board will strive to return teachers applying for and receiving approval for leaves of absence under this Section to the same or substantially equivalent position as was previously held. It is recognized that assignment and operation needs require the Board to have latitude in determining the assignment of a teacher returning from leave. The right to return from leave is contingent upon the teacher performing his/her responsibility to return within the agreed upon time limit, absent extenuating circumstances. Teachers returning from leaves of more than one (1) semester shall indicate their intent to return, in writing, to the Superintendent at least forty-five (45) days prior to the last day of school if the leave expires at the end or beginning of a school year and at least forty-five (45) days prior to the expiration of the leave or anticipated return to duty for leaves which expire at other times.
- H. Bargaining unit members will be required to substitute accumulated contractual paid leave time (personal or sick days) for Family Medical Leave Act (FMLA) and shall have the ability to reserve up to ten (10) paid leave days. The member may choose the combination of personal or sick days that make up these ten (10) paid leave days.

Each member requesting FMLA will meet with administration to determine the amount of paid leave to be used. The member may, at his/her option, have a representative of the association present during this meeting.

- I. Teachers who are on an unpaid leave may elect to spread their pay to include that time period.

Section 4.4 PERSONAL ILLNESS AND DISABILITY PAY

- A. All teachers absent from duty on account of personal illness or other approved reasons as defined in this Section shall be allowed full pay for a total of twelve (12) days absence in any school year.
- B. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under Worker's Compensation Law and his regular salary for nineteen (19) weeks following the disability with 50% chargeable to the teacher's accumulated sick leave.
- C. Each teacher shall be entitled to an unlimited accumulation of the unused sick leave which shall be available in future years. The accumulated time for sick leave will be allowed only when supported by medical exams should the board request them. Such examinations may be required when the employee is not hospital confined and for any leave in excess of five consecutive days.
- D. To qualify for sick leave allowance, teachers must:
 - 1. Report their illness, when possible, to their principal or designated service one hour and fifteen minutes before their school day begins.
 - 2. Lesson plan, class roll, and description of operating routines must be written, up-to-date, and available as per building handbook.
- E. The Board reserves the rights at its expense to have its designated physician verify the findings or certification of the teacher's doctor. Teachers shall present themselves at reasonable times and places when requested by the Superintendent for purposes of such evaluation by the Board's physician.
- F. Leaves of absence with pay chargeable against the teacher's allowance, in addition to personal illness, shall be granted for the following reasons:

1. An unlimited number of days per school year for illness in the immediate family (as defined in Section 4.1 a) as long as the teacher has sick time accumulated. This shall include, in part, all disabilities caused or contributed to by pregnancy, childbirth, and recovery.
2. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance and not included in the provisions of Section 4.1,A, but not to exceed one (1) day, shall be granted by permission of the Superintendent.

G. Sick days taken when professional development activities extend the day shall be charged as one and twenty five hundredths (1.25) of a day.

Section 4.5 ACCUMULATED SICK LEAVE TERMINATION PAY

- A. An employee upon retirement or resignation, shall be paid for all unused sick leave days accumulated during the last eight (8) years of employment (96 day maximum) with the district at the rate of seventy cents (\$.70) per unused day times their present Step on Schedule A. Any sick leave days used within the last eight years shall not be paid.
Example: A teacher on the 15th Step of the salary schedule resigns with 125 accumulated sick leave days, 80 of which were accumulated over the last eight years of employment. The teacher would receive $(15 \times .70 \times 80)$ \$840.00 termination pay.
- B. The termination payment will be made by July 15th of the teacher's final year of employment with the Boyne City Public Schools.

Section 4.6 ACCUMULATED SICK LEAVE INCENTIVE

- A. In recognition of sick leave accumulated under Section 4.4 (Personal Illness and Disability Pay) of this contract, each teacher shall receive an additional percentage of yearly salary based upon the number of sick leave days accumulated as of the beginning of each school year prior to that year's allowance being added. Each accumulated day shall increase a teacher's salary by 1/100th of a percent (.0001).
Example: A teacher with 100 accumulated days would receive 1% in additional Schedule A salary $(.0001 \times 100)$.
- B. Less than full time teacher's sick leave days shall reflect partial days and shall be adjusted based upon their individual contract status from year to year. The percentage shall be paid on the teacher's Schedule A salary only.

SECTION FIVE

COMPENSATION AND BENEFITS

Section 5.1 TEACHERS' SALARIES

The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for the term of this contract.

Section 5.2 FURTHERING COMPETENCE

- A. Reimbursements shall be made to teachers for tuition for each course beyond the eighteen (18) hours required to achieve initial professional certification. Such courses shall be approved by the Superintendent as to applicability in furthering the teacher's competence. The number of credits reimbursed per year will be limited to six (6) semester hours or the equivalent of six (6) semester hours if based on quarter hours of credit.
- B. Teachers shall be encouraged to participate in subject area conferences with compensation for expenses, if prior approval is received from the Superintendent.
- C. The Board shall budget annually \$7,500 to be spent on teacher-initiated conferences. The "on time" registration fee will be reimbursed to the teacher within two (2) weeks of submission of a copy of the conference registration to the business office. Additional expenses including but not limited to mileage, meals, hotel, will be reimbursed based on the amount of undistributed funds remaining. All undistributed sums remaining on June 1st of each year shall be re-distributed pro-rata to all teachers whose approved expenses were not fully reimbursed in the first instance by the per capita pro-rata share.
- D. In addition the Board shall budget annually \$4,000 for board/administrative designated conferences for furtherance of teacher competency. The district will pay all expenses for these conferences.

Section 5.3 ADDITIONAL AND EXTRACURRICULAR COMPENSATION

Teacher compensation for extracurricular activities covered by this Agreement is set forth in Schedule B, which is attached to and incorporated in this Agreement, and shall remain in effect for the term of this contract. It is recognized that great value to the school system comes when teachers interact with students as extracurricular leaders; and leaders of high quality are essential for quality extracurricular programs. Appointments to Schedule B positions are non-tenured, yearly positions based on administrative recommendation. In situations of candidates with equal qualifications, association members will be selected over non-members.

Section 5.4 VEHICLE PROPERTY DAMAGE

The Board agrees to pay up to the sum of One Hundred Dollars (\$100.00) to reimburse a teacher for non-insurance covered damage inflicted upon the vehicle of said teacher provided that the damage of malicious destruction occurs during the duty day or special school assignment of such teacher and the damaged vehicle is parked in a teacher assigned parking lot or contiguous to the teacher's assigned building or activity if no such parking lot has been designated, provided however, the teacher in such instance shall first report the damage to the local police agency, make and furnish any requested written reports, sign a complaint against the person or persons alleged to have committed the act and testify as to damage, if requested. In all instances before claiming reimbursement the teacher shall submit evidence in letter form from the agent or insurance carrier that the inflicted damage is not covered under any insurance policy.

Section 5.5 INSURANCE AND BENEFITS

A. Non-Degree Teachers employed by the school system, and whose salary exceeds that prescribed above will remain at the salary they are currently receiving until they have qualified for an increase. When a non-degree teacher completes degree and certification requirements, the salary remains at the same level for the duration of the current contract. Any teacher completing degree and certification requirements shall, at the beginning of the succeeding year, commence at the step level next higher than the base salary earned by said teacher during the preceding year.

B. All teachers are eligible for health insurance benefits. Part time contracted teachers will receive benefits prorated equal to their contractual time. Eligibility of counselors and librarians for benefits shall meet the same requirements as those for teachers. Each year during the contract, the Board shall pay the premiums for the following medical and hospital insurance program for the teachers which shall be paid 100% by the Board:

Blue Cross/Blue Shield of Michigan with Comprehensive Hospital Care Certificate 959-7 (Semi-Private), MVF-1 Preferred Group Benefit Certificate 1879-6, Prescription Drug Certificate MMC-PD 4786, Master Medical Supplemental Benefit Certificate 4794-4 (Option IV) with the following riders: MOPD, CC 2286-3, XF-627, D45NM 2288, ML 1892, RPS 4832-2, FAE-RC 218-8, VST 4664, EF 1991, CLC 0662, PPNV-1 4639-1, Reciprocity, SD 4651-6, DC 4656-5, COB-3 540-5, SAT-11, SOT-PE, PD-MAC, GLE-1, contraceptives PCD 9973, RM, MMC-PC.

Commencing with ratification of this contract the bargaining unit members shall be covered by Blue Cross Blue Shield of Michigan PPO 1.

All of the above riders not covered in the Blue Cross Blue Shield PPO 1 shall continue to be provided at the Board's expense.

1. The above program includes a ten dollars (\$10.00) generic / twenty dollars (\$20.00) name brand prescription co-pay with mail order prescription drugs (MOPD). It also includes a ten dollars (\$10.00) employer reimbursement for each prescription over fifty-five (55). See Prescription Co-pay Reimbursement Procedure.
 - a. The employer agrees to reimburse members based on the following conditions:
 - (1) Employees shall be fully reimbursed to the ten dollars (\$10.00) generic level for prescription co-pays after fifty-five (55) such prescriptions have been incurred in a given year.
 - (2) Proof must be offered in the form of receipts, copies of receipts or insurance worksheets. Personal information such as name/specialty of physician, specific prescription, dosage and other such private details must be redacted by the employee. However, the date and amount of co-pay must be shown.
 - (3) Reimbursements shall be made by the employer based on a mutually agreed upon schedule.
 - (4) Since such reimbursement is not taxable, reimbursement shall be made by separate check, made out to the employee.
2. In the above health care program the coverage shall be designated to the classification of coverage by the teacher's personal family group being individual, if single, with or without dependents, or individual and spouse and children, if married with children.
3. The employer shall provide a cash option in lieu of health benefits at the rate of seventy percent (70%) of the single subscriber rate for health benefits.
 - a. The Employer shall formally adopt a qualified Plan Document which complies with Section 125 of the Internal Revenue Code.
 - b. All costs relating to the implementation and administration of benefits under this program shall be borne by the Employer.
- C. The Board shall furnish at its expense \$50,000.00 MESSA (or comparable as has been the practice) Negotiated Life with Accidental Death and Dismemberment rider to each teacher.
- D. The Board will pay teacher retirement benefits in accordance with Act 244 of the Public Acts of the State of Michigan of 1974 being an act to provide for retirement systems for Michigan Public School Employees.

- E. The Board shall provide to each eligible teacher MESSA Plan I long term disability insurance, or, other insurance comparable or equivalent. Monthly benefits shall be paid at 66-2/3% of the salary up to a maximum monthly benefit of \$5,000 and shall begin after expiration of the greater of (1) the employee's accumulated sick leave, or, (2) ninety calendar days. Part-time teachers who are eligible, as pertaining to hours employed according to the requirements of the insurance carrier, may be pro-rated if permitted by the insurance carrier.

- F. The Board shall provide SET 50/50/50 incentive plan (Option M) with \$3,000 orthodontic benefits with coordination of benefits or an equivalent Delta Dental plan, or a comparable or equivalent program comparable or equivalent as agreed upon by the Association and the Board.
 - 1. Part time teachers who are eligible, as pertained to hours employed according to the requirements of the insurance carrier, may be pro-rated if permitted by the insurance carrier.
 - 2. Each teacher shall receive vision insurance through MESSA VSP 3 Plus Platinum fully paid by the Board.

- G. Should a teacher's insurance benefits be pro-rated, said teacher has the option of having the insurance premiums deducted from the payroll.

SECTION SIX

MISCELLANEOUS PROVISIONS

Section 6.1 EXCLUSIVE AGREEMENT

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. Copies of the agreement and any amendments shall be furnished to all teachers employed by the Board.

Section 6.2 SEVERABILITY

This Agreement is declared to be severable and if any section hereof is declared or found to be contrary to law, then that section which may be found to be illegal, void, or unconstitutional, shall not invalidate the remainder of this Agreement.

Section 6.3 DURATION OF AGREEMENT

The Agreement shall be effective as of September 1st, 2009, and shall continue in effect until the 31st day of August, 2011. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

ACCEPTANCE AND RATIFICATION

Approved this 14th day of December, 2009.

BOYNE CITY SCHOOL DISTRICT:

NORTHERN MICHIGAN EDUCATION ASSOCIATION/MEA/NEA:

By /s/ _____
President

By /s/ _____
Chairperson, NMEA/MEA/NEA

By /s/ _____
Secretary

By /s/ _____
NMEA Director

By /s/ _____
Treasurer

By /s/ _____
Chief Negotiator

School Board Bargaining Team:

NMEA Bargaining Team:

Robert Alger, Superintendent

Mary Lieberman, Chief Negotiator

Irene Byrne, Business Manager

Stacy McGeorge

Lynn Amato, Executive Assistant

Chuck Day

Mary-Jo Powers

Boyer City Public Schools

2009-10 School Year Calendar

DATE	EVENT	STUDENT DAYS	TEACHER DAYS
August 31	Teacher Orientation	0	1
September 1	Teacher Inservice		
September 2	Teacher Inservice		
September 8	First Day for Students (Half Day)	17	19
October 2	Teacher Inservice (No School)	21	22
November 4	Teacher Inservice (No School)		
November 10	Parent/Teacher Conferences in Afternoon (Half Day)		
November 12	Parent/Teacher Conferences in Evening		
November 25	Thanksgiving Vacation (Half Day)		
November 26 & 27	Thanksgiving Vacation	18	19
December		14	14
December 21 - January 1 Christmas Vacation			
January 4	School Resumes	20	20
February 12	Teacher Inservice (Half Day)	20	20
March 19	Teacher Inservice (Half Day)		
March 23	Parent/Teacher Conferences in Afternoon (Half Day)		
March 25	Parent/Teacher Conferences in Evening	23	23
April 2	Good Friday (No School)		
April 2 - April 12	Spring Break		
April 13	School Resumes	15	15
May 31	Memorial Day (No School)	20	20
June 11	Last Day for Students & Teachers (Half Day)	<u>9</u>	<u>9</u>
TOTAL DAYS		177	182

SCHEDULE A

2009 - 2010 Salary														
(1.25% Off Schedule)														
Non-Degree and/or Certification			BA Continuing, Provisional, Life or Permanent			BA Degree + 20			MA Degree					
0	=	80% of Base	0	=	1.00	38,283	0	=	1.03	39,431	0	=	1.10	42,111
1	=	83% of Base	1	=	1.05	40,197	1	=	1.08	41,345	1	=	1.15	44,026
2	=	86% of Base	2	=	1.10	42,111	2	=	1.13	43,259	2	=	1.20	45,939
3	=	90% of Base	3	=	1.15	44,026	3	=	1.18	45,174	3	=	1.25	47,854
			4	=	1.21	46,322	4	=	1.24	47,470	4	=	1.31	50,150
			5	=	1.27	48,619	5	=	1.30	49,767	5	=	1.37	52,448
			6	=	1.33	50,916	6	=	1.36	52,065	6	=	1.43	54,744
			7	=	1.39	53,213	7	=	1.42	54,361	7	=	1.49	57,041
			8	=	1.45	55,510	8	=	1.48	56,658	8	=	1.55	59,339
			9	=	1.51	57,807	9	=	1.54	58,955	9	=	1.61	61,635
			10	=	1.57	60,104	10	=	1.60	61,252	10	=	1.67	63,932
			11	=	1.63	62,400	11	=	1.66	63,550	11	=	1.73	66,229
			15	=	1.70	65,080	15	=	1.73	66,229	15	=	1.80	68,909
			20	=	1.73	66,229	20	=	1.76	67,378	20	=	1.83	70,057
			25	=	1.76	67,378	25	=	1.79	68,526	25	=	1.86	71,206
<p>* In order to obtain the 25th step, 25 total years shall have been served in the Boyne City or Twin Valley systems. Consecutive years are not mandatory for this step.</p>														

SCHEDULE A

2010 - 2011 Salary														
(1.25% On Schedule)														
Non-Degree and/or Certification			BA Continuing, Provisional, Life or Permanent			BA Degree + 20			MA Degree					
0	=	80% of Base	0	=	1.00	38,283	0	=	1.03	39,431	0	=	1.10	42,111
1	=	83% of Base	1	=	1.05	40,197	1	=	1.08	41,345	1	=	1.15	44,026
2	=	86% of Base	2	=	1.10	42,111	2	=	1.13	43,259	2	=	1.20	45,939
3	=	90% of Base	3	=	1.15	44,026	3	=	1.18	45,174	3	=	1.25	47,854
			4	=	1.21	46,322	4	=	1.24	47,470	4	=	1.31	50,150
			5	=	1.27	48,619	5	=	1.30	49,767	5	=	1.37	52,448
			6	=	1.33	50,916	6	=	1.36	52,065	6	=	1.43	54,744
			7	=	1.39	53,213	7	=	1.42	54,361	7	=	1.49	57,041
			8	=	1.45	55,510	8	=	1.48	56,658	8	=	1.55	59,339
			9	=	1.51	57,807	9	=	1.54	58,955	9	=	1.61	61,635
			10	=	1.57	60,104	10	=	1.60	61,252	10	=	1.67	63,932
			11	=	1.63	62,400	11	=	1.66	63,550	11	=	1.73	66,229
			15	=	1.70	65,080	15	=	1.73	66,229	15	=	1.80	68,909
			20	=	1.73	66,229	20	=	1.76	67,378	20	=	1.83	70,057
			25	=	1.76	67,378	25	=	1.79	68,526	25	=	1.86	71,206
<p>* In order to obtain the 25th step, 25 total years shall have been served in the Boyne City or Twin Valley systems. Consecutive years are not mandatory for this step.</p>														

This pay scale reflects the same figures as 2009-2010 because the 1.25% "on schedule" pay increase will be compounded based on the 2008-2009 pay scale, which will subsequently become the new base used when determining future increases.

SCHEDULE A

Increment to Salary

To advance on Salary Schedule A from BA to BA+20 or from BA+20 to Masters:

1. To allow for accurate budgeting, teachers must provide Gary Erber in Payroll with written notification of their intent to apply for increment to salary increases on or before May 30th of the school year prior to the school year the increase will become effective. The form entitled "Application for Increment to Salary" can be found on the X: under Payroll.
2. Both completed application and **official, sealed transcripts** must be received by Gary Erber on or before August 30th to be eligible for 1st semester increase (in September) or by December 30th for 2nd semester increase (in January).
3. Salary increases will be implemented only once each semester.

SCHEDULE B

Salary Schedule for Additional Duties

1. A regularly scheduled class semester, shall constitute an overage and the compensation therefore shall be one-twelfth (1/12) in the high school and one-fourteenth (1/14) in the middle school of the teacher's applicable step.
2. In case of emergency, when one teacher is called upon to substitute for another, or in the event a teacher shall volunteer to substitute for an absent teacher, reimbursement shall be calculated at an hourly rate using the following formula: base salary ÷ school days (184) ÷ hours per day (7.42) x .70 rounded to the nearest dollar. [EXAMPLE: base salary \$35,814 ÷ 184 ÷ 7.45 x .70 = \$18.28 or rounded to the nearest dollar (\$18.00)].

A teacher shall not be required to teach more than one class in any emergency situation but may teach more than one class if requested.

3. Adult evening classes:
 - (a) Adult evening class teaching where offered for high school credit: \$8.10 per hour.
 - (b) The hourly rate for all other evening classes may be negotiated by the Board with hourly rates to be agreed upon between the instructor and the administration. The instructor need not be a teacher and accordingly such employment is not deemed to be covered by this Agreement between the Association and the Board.

4. Driver Education:
 - (a) Driver Education Class Teaching and vehicle instruction where taught by association members: \$13.50 per hour
 - (b) The hourly rate for classes and instruction not taught by association members may be negotiated by the Board with hourly rates to be agreed upon between the instructor and the administration. The instructor need not be a teacher and accordingly such employment is not deemed to be covered by this agreement between the Association and the Board.

5. The activities on the attached Exhibit 1 to Schedule B will be paid on a percentage of the annual BA base applicable to the teacher who performs the services as indicated in said attachment.

SCHEDULE B

EXHIBIT I

ATHLETIC DIRECTION:

H.S. Athletic Director	15%
3% 12 years experience	
M.S. Athletic Director	7%
3% 12 years experience	

BASEBALL:

Varsity (Head)	8%
1/4% 12 years experience	
Junior Varsity (Head)	4%
1/4% 12 years experience	

SOFTBALL:

Varsity (Head)	8%
1/4% 12 years experience	
Junior Varsity (Head)	4%
1/4% 12 years experience	

BASKETBALL - BOYS:

Varsity (Head)	13%
1/4% 12 years experience	
Varsity - Assistant	3%
no experience	

Junior Varsity (Head)	11%
1/4% 12 years experience	
9th Grade	7%
1/4% 12 years experience	
8th Grade	4%
1/4% 12 years experience	
7 & 8th Grade (Rambler Team)	4%
1/4% 12 years experience	
7th Grade	4%
1/4% 12 years experience	
6th Grade	1%
1/4% 12 years experience	
5th Grade	1%
1/4% 12 Years experience	

BASKETBALL - GIRLS:

Varsity - Head	13%
1/4% 12 years experience	
Varsity - Assistant	3%
no experience	
Junior Varsity (Head)	11%
1/4% 12 years experience	
9th Grade	7%
1/4% 12 years experience	
8th Grade	4%
1/4% 12 years experience	
7 & 8th Grade (Rambler Team)	4%
1/4% 12 years experience	
7th Grade	4%
1/4% 12 years experience	
6th Grade	1%
1/4% 12 years experience	
5th Grade	1%
1/4% 12 years experience	

CHEERLEADERS:

H.S. Cheerleader Advisor Fall 1/4% 12 years experience	6%
H.S. Cheerleader Advisor Winter (includes competitive cheer) 1/4% 12 years experience	6%
M.S. Cheerleader Advisor Fall (includes competitive cheer) 1/4% 12 years experience	2%
M.S. Cheerleader Advisor Winter (includes competitive cheer) 1/4% 12 years experience	2%

CROSS COUNTRY - BOYS AND GIRLS:

Head 1/4% 12 years experience	6%
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FOOTBALL:

Varsity (Head) 1/4% 12 years experience	13%
Varsity - Assistants (2) 1/4% 12 years experience	11%
Junior Varsity (Head) 1/4% 12 years experience	11%
Junior Varsity - Assistants (2) 1/4% 12 years experience	9%
Freshman Football (2) no experience	2%

GOLF:

Head 1/4% 12 years experience	4%
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SOCCER:

Varsity-Boys 1/4% 12 years experience	8%
Varsity-Girls 1/4% 12 years experience	8%

SKI TEAM - BOYS AND GIRLS:

Varsity	8%
1/4% 12 years experience	
Middle School	4%
1/4% 12 years experience	

TENNIS:

Varsity - Boys	6%
1/4% 12 years experience	
Varsity - Girls	6%
1/4% 12 years experience	

TRACK:

Varsity - Boys	7%
1/4% 12 years experience	
Varsity (Assistant) – Boys and Girls (1)	2%
no experience	
Varsity - Girls	7%
1/4% 12 years experience	
Middle School-Boys	4%
1/4% 12 years experience	
Middle School-Girls	4%
1/4% 12 years experience	
Middle School - Assistant (1)	1-1/2%
1/4% 12 years experience	

VOLLEYBALL:

Varsity (Head)	11%
1/4% 12 years experience	
Junior Varsity (Head)	7%
1/4% 12 years experience	
Freshman	4%
1/4% 12 years experience	

STUDENT ADVISORS:

Sponsor (Senior)	3-1/2%
no experience	
Sponsor (Junior)	3%
no experience	

Sponsor (Sophomore) no experience	1%
Sponsor (Freshman) no experience	1%
Student Council - H.S. 1/4% 4 years experience	3%
Student Council - M.S. 1/4% 4 years experience	2%
National Honor Society	1%
Michigan Youth In Government no experience	1%

ACADEMIC COORDINATOR (one each):

Academic Advisors/Coordinators (limit one per building) no experience	1% (each)
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E.S. RECREATION DIRECTOR: 1/4% 12 years experience	6%
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THEATER PRODUCTION:

Spring Musical/Drama Program Director 1/4% 12 years experience	11%
Dinner Theatre Director 1/4% 6 years experience	4%
Dinner Theatre Assistant Director 1/4% 6 years experience	1-1/2%
Dinner Theatre Music Director no experience	2%
Dinner Theatre Piano/Tech Director no experience	1-1/2%
Dinner Theatre Costume Director no experience	1-1/2%
Spring Musical Assistant Director 1/4% 6 years experience	1-1/2%
Spring Musical Music Director 1/4% 6 years experience	2%
Spring Musical Vocal no experience	1-1/2%

Spring Musical Piano/Tech no experience	1-1/2%
Spring Musical Costume Director no experience	1-1/2%
Spring Musical Set Director (2) no experience	1% each
M.S. Musical/Drama Director (out of class) 1/4% 6 years experience	4%
M.S. Music Director no experience	1-1/2%

BAND:

Director 1/4% 12 years experience	12%
Jazz Band 1/4% 12 years experience	4%

YEARBOOK:

Yearbook Advisor (in class) 1/4% 4 years experience	2%
Yearbook Advisor (out of class) 1/4% 4 years experience	4%

CURRICULUM DEVELOPMENT STIPENDS

A professional staff member who voluntarily provides leadership and coordination for a major or minor textbook adoption study shall be paid a curriculum development stipend for work in specific curriculum and grade level areas.

A "Major Study" shall be defined as a textbook adoption study which will recommend a district-wide or multiple grade level structure (generally K-12, 7-12, 9-12, or K-8) textbook series and related materials in one of the four (4) major curriculum areas. A "Minor Study" is generally a textbook adoption covering a specific grade level structure (generally K-5, 6-8 or 9-12). Stipends are not intended for specific course development or textbook adoptions that do not span a specific grade level structure. The District-Wide School Improvement Team shall designate whether a study constitutes a "Major Study" or "Minor Study".

Studies, recommended by the District-Wide School Improvement Team and approved by the Board of Education, to be conducted, shall be paid on a percentage of the annual BA Base in the curriculum areas as outlined in Exhibit II.

Schedule B - Exhibit II

	Major Study		Minor Study	
	(#)	(%)	(#)	(%)
Language Arts:				
Chairperson	(1)	5.0%	(1)	2.5%
Member	(4)	1.0%	(2)	1.0%
Math:				
Chairperson	(1)	5.0%	(1)	2.5%
Member	(4)	1.0%	(2)	1.0%
Social Studies:				
Chairperson	(1)	5.0%	(1)	2.5%
Member	(4)	1.0%	(2)	1.0%
Science:				
Chairperson	(1)	5.0%	(1)	2.5%
Member	(4)	1.0%	(2)	1.0%
Practical Arts:				
Chairperson			(1)	2.5%
Member			(2)	1.0%
Fine Arts:				
Chairperson			(1)	2.5%
Member			(2)	1.0%
Special Education:				
Chairperson			(1)	2.5%
Member			(2)	1.0%
Co-Curricular:				
Chairperson			(1)	2.5%
Member			(2)	1.0%

APPRAISAL REPORT

Teacher _____
Date of Report _____

School _____
Evaluator _____

Comments of evaluator and/or suggestions if evaluation is "NOT SATISFACTORY" shall be stated by evaluator.

	SATISFACTORY 1	NOT SATISFACTORY 2
I. Teaching Skills		
a. Knowledge of subject:		
	1	2
<hr/>		
b. Effective use of instructional techniques and methods:		
	1	2
<hr/>		
c. Evidence of advanced planning and organization:		
	1	2
<hr/>		
d. Ability to administer classroom discipline and maintain class control:		
	1	2
<hr/>		

e. Attempts to meet the needs of the various levels of ability of students as are assigned to class:

1

2

f. Clear and concise explanations and assignments:

1

2

g. Willing to offer extra assistance to students:

1

2

h. Administers a grading system that is fair and clearly understood by students and complies with administrative policy:

1

2

II. Professional Performance

a. A generally cooperative attitude toward working with fellow teachers and administrators:

1

2

b. Reliable and conscientious in adhering to school's time schedule, duty station and supervising classes while they are in session:

1

2

c. Makes effort to attain goals as agreed upon by teacher and principal and provides evidence to support effort:

1

2

III. Comments concerning classroom observations. Date of observation: _____

IV. Verification: [This professional appraisal report is based on observations and deliberations during the school year, deficiencies not corrected from previous year, and a classroom (visitation) (evaluation) on _____, time or class period _____.]

V. All things considered, the total performance of this teacher is:

____ Satisfactory ____ Not Satisfactory

Dated: _____ Evaluator _____

I have read the above appraisal.

I understand that my signature does not constitute a concurrence or approval and that I may grieve the evaluation if I believe it to be untrue or to have been accomplished by a method or procedure not in accordance with the Professional Negotiations Agreement. I understand also that I may have a representative of my professional organization present at any conference session with any evaluator or administrator.

Remarks by teacher: _____

Date: _____

Signature of Teacher: _____

GRIEVANCE REPORT FORM

Grievance No. _____

(eg. 0809-01)
↑ ↑
school year 1st one of year

Boyer City School District Distribution of Grievance Report Form:

- 1. Superintendent
- 2. Principal (Submit to Principal in Duplicate)
- 3. Association
- 4. Teacher

.....
Building: _____ Assignment: _____

Name of Grievant: _____ Date of Oral Discussion: _____

Level 1: Oral Discussion between Grievance Chair and Grievant(s) with Principal within 10 days of knowledge of alleged violation.

Level 2: If no resolution is achieved, a written copy of grievance is filed with Principal. Principal arranges a 2nd meeting with Grievance Chair and Grievant(s) within 10 days.

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

3. Contract Section and Number of Alleged Violation _____

Date _____ Signature _____

C. Disposition by Principal _____

Date _____ Signature _____

D. Position of Grievant(s) and/or Association _____

Date _____ Signature _____

If additional space is needed in reporting Sections B 1 & 2 of Level 1, attach as additional sheet.

Level 2 (continued): If there is no satisfactory resolution, written grievance with Principal's disposition is sent to superintendent within 10 days.

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Date _____ Signature _____

C. Position of Grievant and/or Association _____

Date _____ Signature _____

Level 3: If there is no satisfactory resolution, written grievance with Principal's and Superintendent's disposition is sent to Board within 10 days. The board shall allow the Grievant(s) or his/her Association Representative an opportunity to be heard at the next regularly scheduled board meeting. Within one month of the hearing, Board shall render its decision in writing.

A. Date Received by Board of Education or Designee _____

B. Disposition of the Board _____

Date _____ Signature _____

C. Position of Grievant and/or Association _____

Date _____ Signature _____

Level 4: If the Association is not satisfied, it may file a demand for arbitration.

A. Date submitted to Arbitrator _____

B. Disposition and Award if Arbitrator _____

Date _____ Signature _____

NOTE: All provisions of Section 1.4 of the Agreement WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES