

# **MASTER AGREEMENT**

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**BOARD OF EDUCATION  
BREITUNG TOWNSHIP SCHOOLS  
AND  
BREITUNG TOWNSHIP  
EDUCATION ASSOCIATION  
AND  
MICHIGAN EDUCATION  
ASSOCIATION**

**2012-2014**

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BREITUNG TOWNSHIP EDUCATION ASSOCIATION  
AND  
MICHIGAN EDUCATION ASSOCIATION**

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**2012-2014**

The Board and Association recognize their mutual obligations pursuant to Act 379 of the Public Acts of 1965 to bargain collectively with respect to hours, wages and conditions of employment. This Agreement entered into this first day of July, 2012, by and between the School District of Breitung, the City of Kingsford, Michigan, hereinafter called the "BOARD" and the Breitung Township Education Association and the Michigan Education Association, hereinafter called the "ASSOCIATION".

**ARTICLE 1 - Recognition**

The Board recognizes the Association as the exclusive bargaining representative for the entire Breitung Township teaching staff, including the positions of:

- Classroom teachers - kindergarten through 12th grade without supervisory or administrative duties
- Teachers of music, art, and physical education
- Certified Librarians
- Guidance Counselors
- Special Education Teachers
- Social Workers
- School Nurses
- Speech/Language Pathologists

But excluding:

Teacher aides, on call employees, supervisors and all other employees, except as listed above.

**ARTICLE 2 - Association and Teacher Rights**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee as defined in Article 1 shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the statutes of the State of Michigan, as amended, 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 Law; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.
- B. Except as required by 2011 Public Acts 100-103, nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use the school for meetings when not conflicting with pre-scheduled activities, except during the teacher's working day as stated in this contract. No charge shall be made for the use of the building except when used during hours in which custodians are not on duty. Charges then shall consist of custodian's salary plus charges normally charged other organizations for the same use. All arrangements for building use shall be made through the principal of the building concerned.
- D. The Association shall have the right to use for local Association business school equipment, including computers and computer network, copying machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at times when custodians are on duty. The Association shall pay for the actual cost of all materials and supplies incident to such use.
- E. The duly authorized president, or vice president if the president is not available, shall with notice to their administrator be granted time to transact official Association business with officials of the M.E.A. during the preparation period of the

local officer. Proper credentials must first be presented to the building principal.

- F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes, as well as school equipment and computer system for communications to teachers. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.
- G. The Board agrees to make available to the Association in response to reasonable requests annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all board meetings, and census and membership data. Only copies of official records and accounts shall be permitted to leave the office of the Board.
- H. The Board shall allow input from employees as defined in Article I on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration. The Board shall provide the Association president a copy of the agenda of Board meetings which will be mailed at the same time of the mailing to the Board members.
- I. The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- J. The Association shall be granted a "bank" of four (4) days per year for the purpose of releasing its representatives from regular duties without loss of salary to participate in area, state, or regional meetings of the Michigan Education Association. An additional ten (10) days will be granted for which the Association will pay the salary of a substitute teacher for that purpose. Time must be drawn from the bank in half day or full day blocks of time. Any staff member drawing time from the bank must notify his/her respective building principal at least on one (1) school day in advance.

### **ARTICLE 3 - Rights of the Board**

- A. The Board on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws as amended and the Constitution of the State of Michigan, and of the United States or enjoyed by employers, including, but without limiting the generality of the foregoing, the right:
  - 1. To exclusive management and control of the school system and its properties, facilities, and operations.
  - 2. To hire all employees; to determine, subject to law, their qualifications, dismissal, demotion, suspension, or layoff; to determine the number and scheduling, including business hours and school hours and days, of all employees; to promote or transfer all employees; to determine the size of the working force; and to assign duties to, and to direct, all employees.
  - 3. To establish grades or courses of instruction, including special or innovative programs and to provide for athletic, recreational, and social events for all students, as deemed necessary or advisable.
  - 4. To approve the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; and to determine services, supplies, and equipment and all financial and public relations practices.
  - 5. The Board and the Association recognize that the Board, under law, has the final responsibility for establishing policies for the district.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws, as amended, of the State of Michigan, and the Constitution and laws of the United States. Furthermore, the Board recognizes that this agreement sets forth limitations on the above named powers, rights, authorities, duties, and responsibilities and hereby agrees to be bound by such limitations.

#### ARTICLE 4 - Professional Responsibility

- A. Membership in the Association shall be open to all teachers, regardless of race, sex, creed, marital status, or national origin.
- B. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, the Board agrees either to:
  - 1. Deduct from teachers' salaries dues for the Breitung Township Education Association, or
  - 2. Deduct from teachers' salaries a service fee established in accordance with applicable laws and regulations.
- C. The deduction shall be made as the teachers individually and voluntarily authorize the Board to deduct, and the monies shall be promptly transmitted to the Breitung Township Education Association. Teacher authorizations shall be made in the form set in Schedule D.
- D. The Board shall be under no obligation whatsoever to deduct membership fees or any service fees established in accordance with applicable laws and regulations, unless it has in advance a signed authorization card permitting such deduction. The Association agrees to indemnify the Board for any damages or liability incurred by the Board, including costs of litigation, attorney's fees, and unemployment compensation for any deduction made by the Board based upon a signed authorization card.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency, including unemployment compensation, as a direct consequence of the Board's compliance with this Article.

*(In light of the preliminary injunction issued by the federal district court for the Eastern District of Michigan, the board agrees to continue withholding dues in accordance with the current collective bargaining agreement, as written. In the event that the court of competent jurisdiction sustains the validity of 2011 PA 53, the parties agree that the Board shall comply with such Act and cease withholding of union dues.)*

In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, who shall be reasonably acceptable to the Board, provided:

- 1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  - 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- F. The Board agrees to send or present each teacher offered a contract with a copy of this article along with the individual teacher contract.
  - G. The Breitung Township Education Association shall certify to the Board, in writing, the current rate of membership dues by October 1. Special assessments shall be deducted within 30 days after written notification to the Board.
  - H. Deduction referred to in Section B above shall be made in twenty (20) equal installments.
  - I. No later than September 30 of each year, the Board shall provide the Education Association with a list of those employees who have voluntarily authorized the Board to make deductions for membership dues or service fees established in accordance with applicable laws and regulations.
  - J. The Board must give individual contracts to teachers prior to the end of the first grading period if the Master Agreement has been approved and executed. The contracts shall include proper signatures from the Board and its representatives.

#### ARTICLE 5 - Teaching Hours and Class Load

- A. The teacher's normal work day shall encompass no more than seven hours and ten minute consecutive clock hours. The teacher work day shall begin at 7:55AM and end at 3:05PM for the life of this contract. Any change

from the existing schedule will involve input from the Association.

- B. Teachers shall be at their work stations no later than five (5) minutes before the start of class.
- C. The normal teaching load in the senior high school will be thirty (30) teaching periods, five (5) unassigned preparation periods. Assignments to a supervised study period shall be considered a teaching period for the purpose of this Article
- D. The normal weekly teaching load in the elementary schools will include:
  - 1. A minimum of four (4) periods of unassigned preparation time, each preparation period to be a minimum of one-half (1/2) hour duration. The administration shall strive to equalize preparation time on a daily basis by scheduling each preparation period on a different day of the week and shall further strive to equalize preparation time between morning and afternoon (this time shall equal a total of 210 minutes of preparation time).

One common preparation period every 2 weeks or 18 meetings will be a scheduled common planning period (i.e., PLC) (To begin with the 2011-2012 school year)
  - 2. Two fifteen (15) minute, duty-free recess periods each day for classroom teachers. Specials teacher may be assigned recess duty as an administrative option to work toward equalizing student contact time with classroom teachers.
  - 3. Unassigned professional time from teacher arrival to student arrival as well as the period of time from student dismissal until teacher dismissal.
  - 4. Five (5) one-half (1/2) hour duty free lunch periods.
- E. Teachers shall be available for student and/or parent contacts. Administrators may call staff meetings during teachers' regularly scheduled school day.
- F. Teachers of music, art and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers at the same grade level.
- G. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth. Any teaching period that exceeds the normal teaching load must be posted as a regular vacancy.
- H. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- I. The total number of students in the kindergarten classes will be determined on the 9th school day of each year. If the number of students reaches one hundred and forty-eight (148), seven (7) sections will be maintained. If the number of students reaches one hundred and seventy (170), eight (8) sections will be maintained.
- J. Report cards shall be issued every marking period for a maximum of four (4) marking periods.
- K. The Board shall provide substitute teachers if available, when the regular teacher is absent. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call one hour prior to scheduled reporting time to report unavailability for work. Once a teacher has reported that he/she is not able to report to work, or is not able to continue, and the reason therefore, it shall be the responsibility of the administration to arrange for a substitute teacher without further questioning the teacher as to specific reasons for such request.
- L. There shall be a seven (7) period day at the middle school six periods of teaching, one period of preparation.
- M. There shall be a seven period day at the senior high school. The District shall have the option of setting the starting time for high school, depending upon the best judgment of the administration as to how to best coordinate schedules

between the high school and the area vocational/technical school. The class day at the high school shall consist of seven (7) periods. The normal teaching load for high school teachers shall be six (6) class periods, one preparation period. Each high school teacher shall receive a 30 minute duty-free lunch period.

**Clarification language:**

Secondary teachers (middle and high school) teaching six (6) out of seven (7) periods.

For the sixth assignments, teachers will be assigned a classroom teaching assignment, classroom at risk tutoring, media center supervision, team planning at Middle Level with specific and rigorous expectations in place, predetermined Schedule B positions, i.e. NCA, Web Master, TV Peg Channel Coordinator (2), High School student council/9,10,11 grade class advisor. Schedule B assignments rolled in to the 6<sup>th</sup> assignment are determined by the criteria of the amount of time required of that position during the normal school day.

Changes to teaching assignment will not be made later than the 1<sup>st</sup> day of August as per Article 8D.

The schedule B assignments in this scenario are optional and a teacher may resign or refuse a schedule B assignment with the understanding that they will be reassigned a different 6<sup>th</sup> assignment, if a 6<sup>th</sup> assignment is available. In order to develop a Master Schedule, the employee is expected to make a determination of acceptance/ no acceptance upon administrators request no earlier than April 1<sup>st</sup> and no later than the last day of school of the preceding school year.

- N. Special teachers in the elementary school in the areas of physical education, art, music, and library, will take the students from their prior location to the special teacher's first class in the morning and return the students to their assigned location after the special teacher's last class in the afternoon, if the schedule of the special teacher permits.
- O. Teachers who are required as part of their regular assignment to travel from the elementary school to either the middle school or high school or from either the middle school or high school to the elementary school, shall be paid a stipend of \$250 per semester in addition to any mileage provided for elsewhere in the contract.
- P. Any teacher teaching an extra class shall be entitled to 1/7th of that teacher's salary step, whether that teacher is classified as a high school, middle school or elementary teacher. A teacher shall be classified as a middle or high school teacher respectively where that teacher is originally assigned to teach 3 or more class periods a day (any extra class period accepted by a teacher shall not alter the original designation).

**ARTICLE 6 - Special Student Program**

- A. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Special attention will be given to reducing class size where special students are placed in a regular classroom. Any teacher shall have the right to advise the administration that one of that teacher's students should be tested if that student's educational needs are not being met. If any teacher advises the administration that an IEPT program is not meeting the needs of that student as required by law, and if the administration then determines to convene an IEPT to review that program, the teacher so advising shall be invited to attend the IEPT. To the extent reasonably possible, handicapped students shall be assigned in equitable numbers across general education grade levels. No teacher shall be required to perform medical, hygiene or other non-instructional health care needs of students including, by way of illustration, suctioning, catheterization, diapering or additional medical needs of students.
- B. Referral forms for a student suspected of having a physical, emotional, or learning impairment that interferes with that students' progress in the general education setting will be available to all teachers from their building administrator. An Evaluation Review will be conducted by the building administrator following the referring teacher's documentation of the student's suspected impairment.
- C. It will be the responsibility of the administration to arrange for appropriate testing by an approved agency if the Evaluation Review so warrants. An IEPT will be convened following the approved agency's findings in accordance with the laws of the State of Michigan through IDEA. The referring teacher shall be informed and invited to the IEPT.
- D. The Board shall assure that the Association is notified and allowed to participate in any planning process involving the ISD in implementing the least restrictive environment concept in the Breitung Township Public Schools. Such participation shall neither expressly nor by implication be deemed to be a waiver of the Association's right to bargain any working condition in accordance with its responsibilities pursuant to the Public Employment Relations Act, as amended.



## ARTICLE 7 - Teaching Conditions

- A. It is recognized by the Board of Education and the Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class size at an acceptable number as directed by the financial condition of the district, the building facilities available, and the best interest of the district as deemed feasible.
- B. The Board agrees to direct all administrators not to schedule combination elementary grade classrooms without prior agreement between the Board and the Association.
- C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to consider all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- D. The Board agrees to make available in each school adequate typing and duplicating equipment, and clerical personnel to aid teachers in the preparation of instructional material.
- E. The Board shall provide:
  - 1. A separate desk for each teacher in the district with lockable drawer space.
  - 2. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
  - 3. A dictionary in every classroom shall be provided if requested.
  - 4. Adequate storage space in each classroom for instructional materials.
  - 5. Adequate paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
- F. The Board shall make available in each school lavatory facilities exclusively for employee use.
- G. Existing telephone facilities shall be made available to teachers for their necessary personal use. All unapproved long distance calls shall be paid by the caller. The Association may have a telephone installed in each lounge at Association expense. The Board will provide additional phones in or near each pod for staff to use for their professional responsibilities.
- H. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being. Teachers shall report any unsafe or hazardous conditions to the building principal immediately.
- I. Pursuant to the requirements of Act 54, Public Acts 1972, the Board will pay for one (1) pair of prescription safety glasses and for the repair and replacement of same for all teachers who are required by said Act to wear eye protective devices. The teacher shall pay the cost of eye examinations.
- J. The Board will provide envelopes and stamps for all materials that must be sent to students or parents/guardians and for all materials needed to carry on their professional duties. The Board shall provide a key to each teacher for the classroom assigned to the teacher in the Woodland Elementary School. The Board shall provide for the delivery of emergency messages to teachers or mail to teachers whose schedule does not permit them to pick up their mail prior to the beginning of afternoon classes. The Board will provide materials reasonably necessary to carry on professional duties.

## ARTICLE 8 - Qualifications and Assignments

- A. All teachers employed by the Board for a regular teaching assignment shall have at least a Bachelor's degree and proper Michigan certification.

- B. Section 1233b of the Revised School Code authorizes the employment of a non-certificated, non-endorsed teacher FOR GRADES 9-12 in the subject areas of COMPUTER SCIENCE, FOREIGN LANGUAGE, MATHEMATICS, BIOLOGY, CHEMISTRY, ENGINEERING, PHYSICS, ROBOTICS, or in another subject area designated by the State Board of Education. However, the district/school must obtain a permit for compliance.

To qualify for a permit under this provision the candidate must:

1. Possess an earned bachelor's degree from an accredited postsecondary institution.
2. Have a major or a graduate degree in the field of specialization in which he or she will teach.
3. Have, in the five-year period immediately preceding the date of hire, not less than two years of occupational experience in the field of specialization in which he or she will teach. Those who will teach in the area of foreign language are exempt from this requirement.

- C. No Child Left Behind (NCLB):

1. For the purposes of this Section, reference to "NCLB" shall include the state companion legislation together with all applicable regulations promulgated under either the federal or state statutes.
2. The District and the Association share a common interest in seeing that all members of the teaching staff who must obtain "highly qualified" status under NCLB, do so. In achieving that goal, teachers shall become "highly qualified" based on the "highly qualified" model or models approved by the Michigan Department of Education.
3. Any teacher who nullifies a certificate or endorsement subsequent to receipt of tentative notice of assignment is not eligible for the first vacancy and may not be eligible for reassignment.
4. If the Elementary and Secondary Education Act (ESEA) is amended, the parties shall negotiate the impact of the amendments. If the ESEA is repealed, all provisions here applicable to it shall expire.

- D. All teachers shall be given written notice of their schedules for the forthcoming year no later than August 1. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly. A teacher shall have the right to object (informally, without grievance) to his/her assignment and shall have the right upon request to consultation. Changes in teachers' schedules will not be made later than the first day of August preceding the commencement of the school year, unless an emergency requires same.

The Association shall be provided a copy of all staff assignments within two (2) weeks after school has started.

- E. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, extra duties enumerated in Schedule B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher.
- F. Mandatory in-service training programs shall be held in Dickinson County during a regular school day. In-service programs scheduled beyond the normal work day or on non-school days shall be voluntary and teachers attending such programs shall be paid at the established rate for substitute teachers. Teachers will receive this stipend for approved non-workday conferences and approved time travel.
- G. Part-time secondary teachers shall receive one-sixth of their salary step for teaching one class, two-sixths for teaching two classes, three-sixths for teaching three classes, etc. The part-time contract will require the individual to remain in the school building for the same fractional part of a preparation period in addition to the class period.
- H. All part-time teachers shall be assigned extra curricular duties proportional to time taught.
- I. Teachers working less than a full assignment shall be paid the appropriate fractional share of that step on the salary schedule, prorated by the amount of time worked and shall advance a full step for each year worked; provided however that all teachers must work the full contractual year to earn one year of credit for advancement to the next increment on the salary schedule. Approved paid or leave days provided for in this master agreement shall count toward meeting this obligation. Adjustments to placement on the salary schedule shall be made at the beginning of the semester following that in which a full year of credit is earned. This procedure shall apply effective July 1, 1992 and no

retroactive payment or adjustment shall be made for any past conduct inconsistent with this provision. All placement on the salary schedule as of June 30, 1992 shall serve as the basis for future advancements.

#### **ARTICLE 9 - Vacancies and Transfers**

- A. Whenever any vacancy in any teaching, extracurricular, and administrative position in the District shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least nine (9) calendar days. A copy of all posted vacancies shall be sent to the President of the local Association.
- B. Vacancies which occur during vacation periods shall be posted in a central office and said notice shall be sent to each teacher and the Association President. Teachers may elect to receive postings made during the summer by notifying the Superintendent before the end of each school year. Teachers may elect not to receive postings (a) for positions not in their area of certification; (b) for positions not in their building; or (c) for all positions.
- C. All job postings of Breitung Township School positions shall state the minimum qualifications established by the Board and applicants who have applied in writing shall be notified in writing if they have not been selected.

#### **ARTICLE 10 - Promotions**

- A. The Board declares its support of a policy of promotion from within its own staff. Should qualified Breitung Township School employees apply for promotions and be denied promotions, the Superintendent will state by letter, if requested by the applicant, the reason for this denial of the advancement.
- B. The final authority for promotions rests with the Board.

#### **ARTICLE 11 - Illness or Disability**

- A. A teacher will be granted ten (10) days sick leave per year with unlimited accumulation.
- B. Teachers hired after the start of the school year will have sick days prorated.
- C. A teacher who is unable to teach because of personal illness or disability shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed each year upon written request by the teacher if the request is made prior to May 1st. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from are considered to be temporary disabilities.
- D. Any full-time teacher who is absent because of injury or disease compensable by the Michigan Worker's Compensation Law shall receive 75% of the difference between the allowance and the base salary for the duration of his/her illness, with no subtraction of sick leave up to one hundred fifty (150) days.
- E. A full-time teacher absent from work because of mumps, scarlet fever, measles, conjunctivitis, head lice or chicken pox and shall not be charged with sick leave during the days they are quarantined. Quarantine days are as follows: conjunctivitis, two (2) days; head lice, two (2) days; German measles, four (4) days after rash appears; red measles, seven (7) days after rash appears; chicken pox, six (6) days after rash appears; scarlet fever, seven (7) days after rash appears; mumps, nine (9) days after detection.
- F. Sick leave may be used for the sickness or death of the spouse, parents, parents of spouse, children, or grand-children to the full extent of the sick leave allowance unused. Sick leave may also be used for necessary travel time and attendance at funerals of others. In the event a teacher has exhausted all sick leave and all personal leave, the Board shall grant up to five (5) days to attend the funeral of spouse, parents, parents of spouse, children, grandchildren, brothers, sisters, or grandparents.
- G. In the event of the illness of the teacher's spouse, children, grand-children, or parents, the illness must necessitate the teacher's presence.
- H. A sick leave bank shall be established by the district with the following provisions:
  - 1. A total of one hundred (100) non-accumulative days shall comprise the sick leave bank. The days in the

bank shall never exceed one hundred (100). The bank will be at the one hundred (100) day level only when none have been borrowed or all borrowed days have been paid back.

2. A teacher may borrow from the bank provided he/she has a specific need, due to extended illness, for more days than said teacher has accumulated. A bargaining unit member must have at least four (4) years of service in the District to qualify. Under extreme circumstances, a teacher with less than four (4) years of service may make application to the Association for a maximum of ten (10) days from the sick leave bank.
  3. All sick leave bank days that are borrowed by the affected teacher shall be paid back to the District at the rate of five (5) days per contract year from their normal accumulation.
  4. The teacher who desires to use the sick leave bank must make formal application through the Association.
  5. If the teacher terminates employment with the District, all sick leave bank days borrowed must be paid back at the current substitute salary rate per day borrowed.
  6. It is the responsibility of the local Association to reimburse the District substitute pay in the event that the Board cannot collect the reimbursement from the affected teacher.
  7. If a teacher is indebted to the school district for unearned sick leave at the time of termination of his/her employment, the District shall have the right to deduct the value of same from the final payment due to said teacher.
- I. Bereavement Leave: In the event of the death of a spouse, child, grand-child, parent, brother, sister, grand-parent, mother/father-in-law, brother/sister-in-law, niece, nephew or other relative who resides in the teacher's domicile, a teacher shall be granted up to five days of paid leave for bereavement. A teacher shall be granted three (3) days and may be granted an additional two (2) days for a total of five (5) days of paid leave for bereavement. Use of these days will not be deducted from the teacher's accumulation of either sick leave or personal business days.

#### **ARTICLE 12 - Alcoholism and Drug Addiction**

- A. The Association and the Board jointly recognize that alcoholism and drug addiction are illnesses and shall be treated as such. The Board agrees that any bargaining unit member with alcoholism or drug addiction who requests diagnosis or treatment will not jeopardize his/her job rights or job security and that such problem will be handled in a confidential manner, unless otherwise required by law. The employee must participate in an approved program. This provision need not be utilized more than once per member.

#### **ARTICLE 13 - Personal Business**

- A. At the beginning of every school year, each teacher shall be credited with three (3) days to be used for the teacher's personal business when qualified substitutes are available.
- B. A teacher planning to use a personal business day or days shall notify his/her principal at least two (2) days in advance, except in cases of emergency.
- C. Personal business days shall not be used to extend time periods when school is not regularly scheduled except in cases of emergency. However, personal business days may be used in conjunction with "deer day", when scheduled, or otherwise for deer hunting.
- D. At no time shall sick leave be used in conjunction with personal business days except in cases of illness or emergency.
- E. Personal business days shall be used at least one-half day at a time.
- F. A teacher may accrue up to five (5) personal business days or may elect to be paid one-half a day's pay for each accumulated personal business day.
- G. Prior written approval of the Superintendent, at his/her sole discretion, is necessary to allow utilization of personal business days beyond those usages allowed hereunder.

#### **ARTICLE 14 - Sabbatical Leave**

- A. Teachers who have been employed for seven (7) years may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid his/her full annual salary.
- B. A teacher, upon return from a sabbatical leave, shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

#### **ARTICLE 15 - Notification of Returning from Leave**

A teacher on authorized leave shall notify the Board on or before April 1 of his/her intention to either return or not to return to the school district for the ensuing year in those instances as specified in specific Articles of the Master Contract.

#### **ARTICLE 16 - Leaves of Absence**

- A. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; or the Teacher's Corps as a full-time participant in such programs. A leave of absence of up to two (2) years may be granted for cultural travel, a work program related to his/her professional responsibilities, or for full time participation in the Peace Corps or Job Corps. In all cases, said teacher shall state his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
- B. A military leave of absence shall be granted to any teacher who shall be inducted into any branch of the armed forces of the United States. Leaves shall not exceed a period of two (2) years or one (1) tour of duty unless the teacher is retained in service because of a national emergency or is involuntarily extended. A teacher can only return to his/her job at the beginning of a semester. Upon return from such leaves, a teacher shall be accorded such reemployment rights as are provided under the laws of the State of Michigan and the laws of the United States.
- C. A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of serving as President or President Elect of the M.E.A. or N.E.A. Upon return from such leave, such teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period.
- D. A leave of absence shall be granted to any teacher, upon application, for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during such period. Leaves shall not exceed a period of two (2) years or one (1) term of office. Leaves shall begin at the beginning of the semester and the teacher shall return to the position at the beginning of a semester. The teacher shall notify the Superintendent at least thirty (30) days prior to the beginning of the semester that he/she wishes to return to his/her position.
- E. No teacher shall take leaves in excess of those allowed by the contract except in a case of emergency and then only with the consent of the Superintendent and/or the Board.
- F. Leaves of absence with pay not chargeable against the teacher's allowances shall be granted for the following reasons:
  - 1. Absence when a teacher is called for jury service. The teacher shall receive the difference between his/her regular salary and salary received for this service.
  - 2. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever teacher is subpoenaed to attend any proceeding. The teacher shall receive the difference between his/her regular salary and the salary received for this service.
  - 3. Approved visitation at other schools or for attending approved educational conferences or conventions.
  - 4. Time necessary to take the selective service physical examination.
- G. Leaves of absence for a maximum of two (2) years, without pay, shall be granted where feasible, upon application, for the following purposes:

1. Study related to the teacher's field.
  2. Study to meet eligibility requirements for a license other than that held by the teacher.
  3. for the care and custody of the teacher's child or children, natural or adopted.
- H. Pursuant to the Family and Medical Leave Act of 1993, a teacher who has been employed full-time at least 12 months is entitled to 12 work weeks of leave during any 12-month period without pay but with group medical insurance coverage maintained for one or more of the following reasons:
1. For the birth of the teacher's child in order to care for the child;
  2. For the placement of the child with the teacher for adoption or foster care;
  3. To care for the teacher's spouse, child, or parent who has a serious health condition; or
  4. Due to a serious health condition that renders the teacher incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

#### **ARTICLE 17 - TRADITION OF EDUCATION**

- A. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights, and to instill appreciation of the values of the individual personality. No special limitation shall be placed upon study and investigation of facts and ideas concerning humanity, human society, the physical and biological world or other branches of learning within approved curriculum guidelines put into place under the terms and conditions of this Agreement.
- B. Fairness in procedures will be observed in working toward the implementation of Section A. The parties will also exhibit by appropriate examples the basic objectives of a democratic society.
- C. Teachers shall be entitled to full rights of citizenship. No religious or lawful political activity of any teacher, or the lack thereof, shall be grounds for any discipline with respect to the teacher under such circumstances.
- D. The parties agree to comply with state law regarding grading and grade changes.

#### **ARTICLE 18 - Tenure Procedures**

##### **I. Responsibilities of Principal Regarding Teacher Tenure:**

- A. The building principal shall explain tenure to all new probationary teachers.
- B. The building principal shall assign a mentor to the probationary teacher within a reasonable period of time. A tenure teacher may accept such appointment at his/her discretion.

##### **II. Responsibilities of Mentors and Probationary Teachers:**

- A. The role of the mentor is supportive -- not supervisory. He/she stands in the position of a friendly counselor and helpful personal advisor.
- B. The mentor shall generally offer assistance to help the probationary teacher, upon the probationary teacher's request.

##### **III. Conclusion**

It is agreed by the Board and the Association that it is not obligatory by either party for a teacher to serve as a mentor.

## **ARTICLE 19 - Professional Behavior**

- A. Members are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board of Education or its representatives which are not inconsistent with the provisions of this Agreement, providing that a member may reasonably refuse to carry out an order which threatens physical safety. Board policy books will be placed in each teacher's lounge and principal's office and will be updated with reasonable frequency.
- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. In addition to possible disciplinary action, the Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession. Any employment, outside the profession, participated in by the member shall be of such a nature as to not interfere in any way with the member's effectiveness as a Member and shall not bring the school district or the teaching profession into public disrepute. (See Code of Ethics in appendix)
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a member reflect adversely upon the profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession should be reported to the member and to the Association with the consent of the member. The Association will use its best efforts to correct breaches of professional behavior by any member and, in appropriate cases, may institute proceedings against the offending teacher.
- D. An association member shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded or formally 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 member until such representative of the Association is present.

## **ARTICLE 20 - Maintenance of Standards**

- A. All conditions of employment, as defined by Act 379, PA 1965, as agreed to herein, shall not be changed except by mutual agreement of the parties hereto.
- B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association, except as permitted by section 15 (3) (j) of PERA.

## **ARTICLE 21 - Reductions in Personnel and Annexations and Consolidations of Districts**

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- C. Seniority (not for lay-off/recall or job placement purposes) shall be defined as total years of service to the Breitung Township School District in positions that require certification. Every employee who completes one complete year as a full time employee shall be granted a total of six (6) points for the year. An employee who works less than full time shall be granted a pro rata number of points based on the number of hours worked, i.e., a one-half time Association Member shall be granted three (3) points for the year. Seniority points will be determined by the number of full-time equivalent days taught divided by Contracted Student Contact Days, multiplied by 6, and rounded to the nearest tenth. An employee on an involuntary leave of absence, such as a disability, maternity, military, etc., shall continue to accrue seniority while on leave of absence. An employee on an approved voluntary leave of absence shall not accrue seniority while on leave but shall retain the seniority earned prior to such leave.
- D. A seniority list shall be posted by October 1 of each school year and contain the number of seniority points and degree plus hours held. The list shall be posted for a 30 day period. If any errors are found in the list they shall be corrected within the 30 day period. After the 30 day posting period, the seniority list shall be final and not subject to any change or protest. Supervisors who previously paid dues to the MEA-BTEA will have accumulated seniority points for those years and be included on the seniority list.
- E. The Board shall give written notice to recall an Association member from layoff by sending a registered or certified

letter to said Association member at his/her last known address. It shall be the responsibility of the Association member to notify the Board of any change of address.

- F. Any bargaining unit member who collects unemployment compensation during the summer months (MESC's "summer denial period") and who is recalled before the start of his/her normal work year so that he/she suffers no actual loss of district compensation shall be obligated to reimburse to the District the amount of the unemployment compensation, upon written request of the District. In this case, the bargaining unit member shall be offered the choice of repayment of either payroll deduction of the appropriate amount in equal payments over the entire year or direct payment in lump sum to the District by September 30.

#### **ARTICLE 22 - Continuity of Operations**

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this agreement and they shall not, directly or indirectly, engage in or assist in any strike in the Breitung Township District as defined by Section I of the Public Employment Relations Act.
- B. No teacher or any other member of the bargaining unit will take part in any strike or work stoppage of any kind or nature for the duration of this agreement. Strike and work stoppages shall be deemed to include, but are not limited to, slow-downs, stoppages of any kind, sit-ins, and "blue-flue". There shall be no picketing or demonstrating during the school day.
- C. The Board and Association agree that neither will, during the period of this agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- D. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God and nothing shall require teachers to report for work in such circumstances.
- E. In the event that days when school is closed due to unforeseen conditions may not lawfully be counted to arrive at the annual instructional minimum required by law to qualify for maximum State Aid, the teachers shall make up any such days without extra compensation. Such days shall be rescheduled at the end of the school year as determined by the Board, after input from the Association.

#### **ARTICLE 23 - School Calendar**

- A. For the 2012-2013 school year, the school calendar shall be as already agreed upon. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.
- B. New teachers shall report for a one-day orientation session to be held prior to the beginning of classes at the beginning of the school year.
- C. No teacher will be required to remain after completion of the school calendar.
- D. For subsequent school years, the Association and Board shall meet and jointly set the calendar to be in compliance with state requirements.

#### **ARTICLE 24 - Professional Compensation**

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. All teachers, whether or not newly employed, may be given up to eight (8) years credit on the Salary Schedule for prior teaching experience.
- C. A maximum of five (5) years of active service in the armed forces shall be considered equivalent to five (5) years of teaching in the Breitung Township Schools for salary purposes. In no instance shall the combined credit for teaching outside the Breitung Township Schools and service in the armed forces exceed eight (8) years.



- D. Academic credit received by the teacher for the purpose of changing classification on the salary schedule must be toward a higher degree or credit in the field in which he is teaching or related areas. Prior approval for courses may be obtained from the Superintendent before enrolling in a class.
1. Evidence of credits shall be given to the principal of the school. The principal and Superintendent shall evaluate the credits and recommend to the Board those approved changes in the schedule.
  2. If credits are disapproved, they shall be given to a committee composed of two (2) teachers, one (1) administrator, and two (2) Board members who shall judge credits and recommend to the Superintendent changes of classification for salary purposes. The Superintendent will then recommend to the Board of Education these changes.
  3. Credits for change of classification submitted by a elementary school teacher shall be judged by a committee of two (2) elementary school teachers, one elementary school principal or supervisor and two (2) Board members.
  4. Credits for a change of classification submitted by a high school teacher shall be judged by two (2) high school teachers, one high school principal or supervisor and two (2) Board members.
  5. Credits for a change of classification submitted by a middle school teacher shall be judged by two (2) middle school teachers, one middle school principal or supervisor and two (2) Board members.
  6. Teachers serving on this committee will be selected by the teachers of each group during the last month of school each school year and continue to serve until a successor is selected.
- E. Any teacher who expects to move horizontally on the salary schedule must notify the Superintendent of Schools in writing prior to July 1 of the year in which he/she is to make the horizontal move. Credits must be evaluated and approved prior to payment. If notification is not made prior to July 1, the teacher will not be entitled to make such a horizontal move during the first semester of that school year. If notification is not made prior to November 1, the teacher will not be entitled to make a horizontal move during the second semester of that school year. Credits taken for advancement on the salary schedule beyond the Master's Degree must be taken during the academic year proceeding the awarding of the Master's Degree or after. (This Master's Degree language will take effect on November 2, 2002.)
- F. Any teacher who wants to have his/her credits evaluated for the purpose of advancement on the salary schedule must notify the Superintendent in writing at least fifteen (15) days before the beginning of each semester.
- G. Teachers will be paid in a manner to conform to one of three options:
- Option I: One twenty-sixth of the annual salary, less deductions. The final payment will be on the pay date following the end of the school year. Included with this last payment will be the total of withheld salary.
- Option II: One twentieth of the annual salary, less deductions.
- Option III: One twenty-sixth of the annual salary, less deductions.
- Pay dates will be every other Thursday.
- Teachers may elect any of the three options. A change may be made from Option I to Option III, or from Option III to Option I, provided that the change is made prior to June 1.
- H. The Salary Schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement.
- I. Teachers involved in extra duty assignments set forth in Schedules B, 1 and 2, which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation.
- J. All coaching assignments below the level of Head Coach will be reviewed annually by a committee made up of the High School Principal, Athletic Director, and the Head Coach of the involved sport. Transfers may be recommended within the coaching ranks of all sports to best utilize the talent of the coaching staff. The Board shall post any coaching positions annually which are filled by non-teaching personnel. However, the Board is not required to hire a teacher for

these positions. All other vacancies will be filled by proper posting procedures with the application being subject to the recommendation of the said committee and in compliance with the express terms and conditions of this Agreement. However, in such regard, Article 8, F., of this Agreement shall not be applicable. The recommendation of the Head Coach, Athletic Director, and Principal shall be forwarded to the Board for final approval.

- K. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance equal to the approved Internal Revenue Service Rate. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide property damage and liability insurance protection for teachers when their personal automobiles are used as provided in this section.
- L. Any teacher teaching an extra class period shall be compensated at the rate of 1/7th of their salary step for the extra class. The salary shall be divided equally over the pay periods selected by the teacher at the option of the teacher.
- M. Certified vocational and learning disability teachers shall be reimbursed \$40.00 per annual class hour when teaching State approved vocational and learning disability courses.
- N. In the event of a teacher being called to active military duty other than training during the school year, the district will pay the difference between military pay and professional salary for a maximum of twenty (20) school days.
- O. The Board agrees to make deductions each pay period and remit funds for tax deferred annuities each pay period beginning in September. There will be open enrollment until November 1. A teacher may drop the program at any time and/or change the dollar amount once during the school year.
- P. If a teacher substitutes during his or her free time or preparation time, at the request of the Principal, he or she will be paid according to Schedule B-2.
- Q. The social worker shall be paid at 100% of the Schedule B Salary Schedule.
- R. The extended year school nurse shall be paid at 65% of the BA-0 lane of the Schedule B Salary Schedule. The work schedule consists of 7 hours per day for scheduled student days, plus an additional seven (7) days.
- S. The school year nurse shall be paid at 96.3% of the extended year nurse schedule. The work schedule consists of 7 hours per day for scheduled student days.
- T. Study Hall at Kingsford High School to be staffed by certified personnel with the salary to be at B.A. 0 lane with longevity steps in place but not horizontal lanes. The assignment would be seven (7) periods and lunch but no preps or professional hour. This assignment will accrue seniority at a rate of 6 seniority points per school year.
- U. Effective July 1, 2011, all payroll information shall be provided electronically. Payroll information will be available on-line for employee viewing. A hard copy distributed on regularly scheduled pay dates upon individual teacher request, in writing, to the business office.

#### **ARTICLE 25 - Special Teaching Assignments**

- A. Assignments for the Summer School Programs will be made by the Board. No teacher shall be required to work a split shift or to teach less than three (3) hours in any summer school program. The Board or its representatives will discuss payment for summer teaching assignments with the U.P.E.A. prior to the initiation of such programs.
- B. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher per year except in areas of shortages and agreed to by the Board of Education or its representatives and the U.P.E.A. bargaining unit. A teacher supervising a student teacher shall be paid an amount equal to the amount paid to the Board by the university or college from which the student teacher will receive credit. No teacher shall supervise more than two (2) student teachers per year.

#### **ARTICLE 26 - Retirement Alternatives**

- A. In recognition of service to the School District, each teacher will be paid upon retirement fifty dollars (\$50) per year for each year's service to the Breitung Township School District. A teacher must have at least ten (10) years of service in order to qualify. This payment will be made upon showing proof that the retiree is receiving retirement benefits under the Michigan School Employees Retirement System and pursuant to Article 27(E).

B. A qualifying teacher must make application for this plan by March 1 of the year of retirement.

1. There shall be no minimum age requirement for this plan.
2. A qualifying teacher must have a minimum of 10 years of service with Breitung Township Schools.
3. This retirement incentive is available upon a person retiring at the end of the first school year in which:
  - a. He/she has reached the age of 55 and has acquired thirty (30) years for retirement in the Michigan Public School Employees Retirement System.
  - b. He/she is over the age of 55 but less than 60 and has acquired thirty (30) years for retirement in the Michigan Public School Employees Retirement System.
  - c. He/she has reached the age of 60 and has acquired at least ten (10) years with the Board of Education of the Breitung Township Schools.
  - d. Teachers who qualify to retire through the State of Michigan Member Investment Plan and who qualify for purchase of Michigan Public School Employees Retirement System (MPERS) credit are eligible to participate and receive early retirement incentive. It is further understood that the forfeiture of the retirement incentive shall not apply to staff members who choose to retire before the age of 55 under the MIP program and before 30 years under the MPERS buy-in program.

In the event that the teacher does not take the early retirement incentive the first year they are eligible (Actual years worked in Michigan) that teacher will forfeit the entire early retirement incentive.

Example 1 – A teacher's first year eligible to qualify for the ERI and that individual retires at the end of the first year of eligibility, that teacher received \$25,000.

Example 2 – A teacher's first year eligible to qualify for the ERI and that individual does not retire at the first year of eligibility, that teacher will forfeit the early retirement incentive. (To begin with the 2011-2012 school year)

(Proof of years of service form ORS is required when calculating ERI)

4. Upon retirement, a qualifying teacher will forfeit any and all recall rights. A retiring teacher shall sign a waiver of all other claims in a form satisfactory to the Board.
  5. The amount of the early retirement incentive will be \$25,000 total with payments of \$5,000 annually. Payments will be made pursuant to Article 27(E).
  6. In the event of the retiree's death, the remaining benefits will be paid, according to the above schedule, to the retiree's surviving designated beneficiary as listed on the Michigan Public School Employee's Retirement form.
- C. Upon retirement, a teacher may select either benefit provided in "A" above or in "B" above, but may not select both.
- D. Upon retirement from the District, a teacher shall be paid for each unused sick day according to the following schedule and pursuant to Article 27(E):  
100 or less day - \$20/day  
Days exceeding 100 - \$30/day
- E. Breitung Township Schools has adopted the Valic Special Pay Plan. One time payments into the plan for terminal leave (27A) and unused sick leave (27D) shall be paid no later than July 31 following the date of retirement. Annual lump sum payments into the plan for early retirement incentives (27B5) and any voluntary retirement incentive plans shall be paid no later than September 30 of each year following the date of retirement. Participants who will be 55 or older in the calendar year of retirement can withdraw funds from their accounts without IRS penalty.

Eligible participants under the age of 55 in the calendar year of retirement may elect to withdraw their severance

payments from the Valic National Plan but will be subject to a ten (10%) percent early withdrawal penalty by the IRS. Accordingly, the District will "make whole" any such participant who elects to make a withdrawal from the Valic Plan within 45 days after the severance payment is made to the Valic Plan. This will normally require reimbursement of an amount equal to 2.35% of the early withdrawal (10% penalty less 7.65% savings on social security taxes). The District will make whole only one withdrawal during the 45 day period. If more than one withdrawal is made, the first withdrawal will be the make whole withdrawal.

#### **ARTICLE 27 - Student Discipline and Teacher Protection**

- A. Since the teacher's authority and effectiveness in his/her classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil. Teachers shall be responsible for creating and maintaining conditions conducive to learning and discipline in their classrooms. The parties, however, acknowledge that not all students will be able to meet desirable curriculum and behavioral goals because of various factors beyond the control of the parties. At the beginning of each school year, the Board shall publish rules of conduct. Changes shall be published, and teachers shall establish classroom rules.
- B. Teachers may use such force as is lawful and necessary to protect themselves from attack, or to prevent injury to any other person, or to remove or restrain a student who refuses to cease disruptive conduct after being asked, in order to maintain appropriate control of a classroom or other school setting, in accordance with the State statutes. Teachers may use reasonable physical force set forth above, but shall not be obligated to risk personal safety to perform such function.
- C. A teacher may exclude a pupil from class for one session when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The student shall be sent to the principal's office. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident.
- D. Suspension of students from school for a longer period of time may be imposed only by a principal or his/her designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted.
- E. Any case of alleged assault by a teacher upon a student shall be promptly reported to the Board or its designated representatives. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such alleged assault and will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. If the Board is convinced after investigation that the teacher was legally justified in his/her actions, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- H. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher resulting from disciplining a student while on duty in the school or on the school premises.
- I. When a student demonstrates non-typical personal behavior characteristics that are either disruptive of the educational climate of the classroom or that impede the student's personal learning, the following procedure may be utilized:
  - 1. The teacher notifies the principal's office of the non-typical behavior characteristics.
  - 2. The teacher dismisses the student from the classroom pending referral.
  - 3. The Board accepts the responsibility to provide legal services for the teacher or counselor involved in such referrals.

## ARTICLE 28 - Professional Grievance Procedure

- A. A claim by a teacher or the Association that there has been a violation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. The Association may process a grievance on behalf of an employee or group of employees without his/her/their consent beyond Level III. Any rule, order, or regulation of the Board may be processed as a grievance as it affects the members of the bargaining unit as hereinafter provided, except where 2011 PA 103 is applicable.
- B. Level I - Any teacher who believes he/she has a grievance shall present such grievance on an informal basis to the building principal within twenty-six (26) calendar days after the grievant becomes aware of the alleged grievance. If the grievance is not resolved within nineteen (19) calendar days after the events giving rise to the grievance occurred, or after the grievant reasonably should have been aware of the alleged grievance, the grievance shall be reduced to writing and submitted to the principal within two (2) days.
- C. Level II - The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C., signed by the Grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her.
- Within five (5) calendar days of receipt of the grievance, the principal shall meet with the grievant and the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the grievant. The administration shall have the option of using supportive personnel in any stage of the grievance procedure.
- D. Level III - If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days of such meeting (or eight (8) calendar days from the date of filing at Level II, whichever shall be later) the grievance shall be transmitted to the Superintendent. Any grievance transmitted to the Superintendent shall specifically refer to the section or sections and provisions of the Agreement which have allegedly been violated. Within seven (7) calendar days, the Superintendent or his/her designee shall meet with the grievant on the grievance and shall indicate his/her disposition of the grievance in writing within seven (7) calendar days of such meeting, and shall furnish a copy thereof to the grievant.
- E. Level IV - If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within seven (7) calendar days of such meeting (or twelve (12) calendar days from the filing at Level III, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than nine (9) calendar days thereafter. A copy of such disposition shall be furnished to the Association.
- F. Level V - If the grievant is not satisfied with the disposition of the grievance by the Board of Education, appeal may be taken to an impartial arbitrator provided the grievance involves a question concerning interpretation or application of a term of this Agreement. Such appeal to be effective must be taken within nineteen (19) calendar days of receipt of the answer from Level IV of the grievance procedure, shall be in writing and shall specify the grievance and the disposition from which appeal is taken.

The arbitrator shall be agreed upon by the Board and the Association, or if no agreement is reached within seven (7) calendar days of notice of appeal to arbitration, the parties agree to utilize the services of the American Arbitration Association as arbitrators.

The arbitrator in making his/her decision shall not change, alter, or modify, nor shall he/she add to or subtract from any term or provision of this Agreement and shall be limited deciding whether the Board has violated the expressed Articles or sections of this contract. The arbitrator may reinstate and/or make the grievant whole. The parties agree that an arbitrator's decision, if made in accordance herewith, shall be final and binding upon them.

In addition to the other restrictions in this Article, the arbitrator shall have no power to rule on the following:

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 claim or complaint subject to the procedures specified in the Tenure Act (Act IV, Public Acts, extra session, of 1937 of Michigan, as amended).
- G. The fees and expenses of the arbitrator shall be paid by the party losing the arbitrator's decision.
- H. The time limits provided in this Article shall be strictly observed or the grievance shall be deemed to be waived except that limits may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall process such grievance prior to the end of the school term or as soon thereafter as possible.
- I. Miscellaneous: A grievance may be withdrawn at any level without prejudice or record.

#### **ARTICLE 29 - Insurance Protection**

- A. For all purposes of Article 30 of this agreement relating to insurance protection teachers hired on or before August 31, 1992 shall be considered "existing teachers" and any teacher hired on or after September 1, 1992 shall be considered a "new teacher".
1. The Board shall make available to all teachers the MESSA PAK PLAN A & PLAN B providing family health care coverage plan including basic hospital and major medical insurance protection provided by MESSA. A copy of the coverage is attached hereto as Schedule B3. Health insurance premiums are to be based on a tiered rate as provided by the insurance carrier.
  2. Existing teachers currently receiving options under terms of the 1992-1994 Collective Bargaining Agreement shall retain those same options, provided however, that the dollars contributed by the District to such option purchases shall be limited to the actual dollar amount which the District would have had to pay to provide to any particular teacher in the 1992-93 school year the same options and coverage amounts actually utilized by that teacher during the 1991-92 school year. For these purposes, the Business Manager of the District shall provide an option listing setting forth the actual options each teacher took in the 1991-92 school year and their 1992-93 cost and those dollar amounts shall become the amounts available to that particular teacher in the future to purchase option coverage. If at anytime a teacher currently receiving options elects to change that teacher's status from MESSA PAK Plan B to Plan A, the letter of agreement dated October 25, 1994 shall prevail. New teachers shall not be entitled to any option coverage. Teachers electing to move from MESSA PAK Plan B to MESSA PAK Plan A shall then forfeit all further right to option coverage.
  3. New teachers shall be entitled to receive only that insurance coverage based upon their actual marital and family status and further shall only be entitled to change such status at the beginning of each semester, that is on September 1st and February 1st of each year, with the exception of the situation of the birth or adoption of a child/children, a bargaining unit member's marriage, divorce or the death of a spouse or dependent child. Subject to Paragraph E, the District shall be responsible to contribute no more than the actual premium incurred for health, dental or vision insurance premium applicable to the appropriate marital/family status of any teacher; provided however existing teachers may purchase options from "excess premium" subject to the limitations set forth in Paragraph 2.
- B. Upon proper application, the Board shall make payment of insurance premiums for each teacher to assure insurance coverage for the full twelve month period commencing on the first day of school and ending August 31; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. The Board will continue health insurance benefits for three (3) additional months beyond normal coverage for teachers on illness or disability leave whose sick leave and personal business days have been exhausted, for teachers who have taught for eight or more years in the Breitung Township School District.
- C. Any insurance benefits provided for herein shall be subject to the terms and conditions specified in the School District's MESSA Group Insurance Policies, and any claim by any employee shall not be the basis of a grievance or subject to arbitration. The Board, by payment of any premium payments required to provide coverage as agreed upon, shall be relieved from all liability with respect to any insurance benefits provided in this agreement. The failure of an insurance company to provide any of the benefits which it has contracted for, for any reason, shall not result in any liability to the Board, nor shall such failure be considered a breach by the Board of any obligations or duties under this agreement.

- D. If a bargaining unit member dies during the term of this Agreement, the Board shall continue payments of applicable contributions for MESSA health care coverage, as specified above (but excluding matters such as dental coverage, vision coverage, etc.) for the member's eligible dependents as defined by MESSA for a period of three (3) months, to begin on the first month following the date of death.
- E. The Board will contribute a monthly premium not to exceed \$458.33 per month for single, \$916.67 a month for 2-person and \$1,250 for full family for the cost of MESSA PAK A **MEDICAL** benefit. The Board will contribute a monthly premium not to exceed \$633 per month for single, \$1,255 a month for 2-person and \$1,392 for full family for the total cost of MESSA PAK A. Employee's share of the premium will be paid through payroll deductions. For those employees selecting MESSA PAK B, the premium will continue to be shared at 85% Board paid and 15% employee paid.

Any deviation from the caps for medical insurance for the purpose of redistributing costs will be agreed upon through a letter of agreement. At no time shall the cost of the board contribution for medical insurance exceed the collective state cap for this bargaining unit.

- F. Upon proper application, employees not electing health insurance coverage (PAK A) shall receive a \$2,400 cash payment in lieu of insurance, but will still be in PAK B for dental, vision, and life insurance coverage.

### **ARTICLE 30 - Professional Study Committee**

The Upper Peninsula Education Association shall be available to study and review any problem of mutual concern which may arise. Curriculum Study Committees shall be organized in each school. A joint committee made up of representatives of each school shall meet with the Board Curriculum Committee or representatives on a regular basis.

### **ARTICLE 31 - Negotiation Procedures**

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. A reasonable time prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the next school year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

### **ARTICLE 32 - Miscellaneous Provisions**

- A. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil.
- B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- C. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- D. Except as required by 2011 PA 103, this Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all teachers now employed, hereafter employed, or offered teaching contracts by the Board.
- G. Within thirty (30) days of the start of school, teachers shall be given a written statement of sick leave days and personal business days accumulated to and for that year.
- H. In the event that the board of Education studies and implements a School Improvement Plan, no part of such a plan will be implemented if it violates, contradicts, or is inconsistent with the terms and provisions of this Agreement.
- I. In the event that any School Improvement Plan Committee is established for any building, the BTEA building representative shall be a member of the Building School Improvement Committee. In the event that any committee is established for the Woodland School, there shall be two BTEA building representatives. Whenever teachers are asked to serve on such committees, the Administrator convening the committee shall ask for volunteers. In the event that there are more volunteers than designated teacher positions on such committee, then there shall be a secret ballot to determine which teacher shall serve on such committee. Any such election shall be supervised jointly by the Administrator and the building representative.
- J. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or law, to attend school, all teachers having contact with the student shall be notified in advance of the child's placement and/or return to school; to the extent such notification is permitted under law. The District shall provide in-service training in hygienic practices and management to teachers coming into contact with students having such communicable diseases, if requested by such teachers. Once notified and trained, teachers shall comply with District policies to assure that such afflicted students are not discriminated against by such teachers in their education.

### **ARTICLE 33 – Non-Certified Personnel (NCP)**

*For purposes of this agreement, non-certificated personnel (NCP) shall mean and include employees assigned to positions for which a valid Michigan teaching certificate is not required, such as school nurses, non-tenure eligible speech/language pathologists, social workers, and guidance counselors who have not acquired tenure and/or are not eligible for tenure acquisition.*

#### **A. Professional Responsibility (NCP)**

1. In the event that a NCP does not authorize deduction of dues or a service fee established in accordance with applicable laws and regulations, and does not pay such sum directly to the Association, for a period of thirty (30) days following the commencement of employment of the NCP, the Board agrees that, upon written request in such regard to the Board by the Association, to effectuate the purposes of the Public Employment Relations Act and this agreement, the services of such NCP shall be discontinued immediately.
2. If the Board discharges a NCP for failure to comply with the provisions of this Article, the Association agrees to indemnify and hold harmless the Board from any and all damages and judgments which may result from such action, including costs of litigation, unemployment compensation, and attorney's fees.
3. If a NCP is hired to replace a NCP during the year, that NCP will receive a contract after working thirty days, at which time they will pay dues or a service fee established in accordance with applicable laws and regulations to the Association. This contract will state that his or her employment will terminate at the end of that year or when the regular NCP returns to his/her duties, whichever occurs first. In the event that the same NCP is rehired at a later date for another contractual assignment, he or she shall not have to serve another thirty (30) day probationary period for substitute pay. That NCP shall pay dues or a service fee established in accordance with applicable laws and regulations to the Association upon employment.

If a NCP is hired at the beginning of the year as a one-year replacement, he/she will receive a special contract for that year only and will be placed on the salary schedule at the beginning of the year.



NCP defined above shall not have rights to recall.

**B. Illness or Disability (NCP)**

In the event of suspected periodic abuse of sick leave by NCP staff, the Board may start progressive discipline after one warning by the Superintendent.

**C. Evaluation of Non-Certified Teachers (NCP)**

1. The work performance of all NCP shall be evaluated in writing every three years or as required by applicable law.
2. Evaluations shall be conducted by the NCP's immediate supervisor or an administrator working in the same building or otherwise familiar with the NCP's work who shall be designated by the Board.
3. Each observation shall be made in person for a reasonable length of time and the time will be recorded on the evaluation sheet. All monitoring or observation of the work of a NCP shall be conducted openly and with full knowledge of the NCP. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
4. Video taping of NCP for purposes of evaluation shall not be mandatory without mutual consent.
5. A copy of the written evaluation shall be submitted to the NCP at the time of such personal interview or within ten (10) days thereafter, and the NCP shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth.
6. No later than April 15th of each probationary year the final written evaluation report will be furnished to the Superintendent covering each NCP. A copy shall be furnished simultaneously to the NCP and signed. If the report contains any information not previously made known to and discussed with the probationary NCP, the NCP shall have an opportunity to submit additional information to the Superintendent. In the event a probationary NCP is not continued in employment, the Board will advise the NCP.
7. Each Association Member shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may, at the NCP's member's request, accompany the NCP member in this review. The NCP member shall have the right to attach a rebuttal letter to his/her file.
8. Any documents regarding a Association Member will be available consistent with the requirements of the Freedom of Information Act, and any hearing regarding a NCP member will be held consistent with the requirements of the Open Meetings Act.

**D. Professional Behavior (NCP)**

No NCP shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of NCP staff performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the NCP staff and the Association.

**E. Reductions in Personnel (NCP)**

1. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of NCP staff employed by the Board, the Board will retain, as nearly as possible, those NCP staff qualified for the position by the State of Michigan having the most seniority in the district. The Association and the Board will further use their best efforts to assist all Association NCP terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with an Association Member.
2. Qualified NCP staff shall be recalled in the opposite order of the layoff. Those NCP staff qualified for the position available having the most seniority in the Breitung Township Schools will be the first to be recalled.

3. The Association NCP member's address as it appears in the Board's records shall be conclusive when used in connection with layoffs, recalls, or any other notice to the Association NCP member.
4. Laid off NCP staff will have a right of recall for a period not to exceed three years following the effective date of layoff. If the NCP staff fails to acknowledge his/her availability for re-employment within five (5) calendar days after date of receipt of the letter of recall or fifteen (15) days after mailing of recall notice, unless an extension is granted in writing by the Board, or refuses such offer of re-employment, said Association member shall be considered a voluntary quit, shall lose all seniority, and shall completely terminate his/her individual employment contract and any other relationship with the Board. Provided, however, that a NCP staff under contract with another school district may refuse a recall during the school year.

**ARTICLE 34 - Duration of Agreement**

This Agreement will be a two-year agreement, continuing in effect until June 30, 2014. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Pursuant to 2011 PA 4, and as required by law, an emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, reject, modify, or terminate this collective bargaining agreement as provided in such act.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By: Donald Anderson  
Its President, B.T.E.A.

By: Charles Novara  
Its President

By: Donald Anderson  
Local Negotiator

By: Jan A. Z  
Its Secretary

By: \_\_\_\_\_  
MEA Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

**Schedule B 2012-2013 Salary Schedules**

BREITUNG TOWNSHIP SCHOOLS  
 SCHEDULE B - 2012-2013 SALARY SCHEDULE  
 HIRED PRIOR TO 7/1/2011

YEARS EXPER.	BA	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+32
0	33,131	34,353	34,945	36,223	36,898	37,329	38,289	38,950
1	34,697	36,030	36,696	38,281	39,047	39,832	40,603	41,391
2	36,339	37,801	38,539	40,463	41,337	42,213	43,083	43,981
3	38,060	39,648	40,471	42,769	43,753	44,736	45,721	46,741
4	40,822	42,619	43,523	46,296	47,413	48,551	49,721	50,880
5	42,761	44,715	45,725	48,940	50,185	51,456	52,771	54,083
6	44,986	47,146	48,162	51,977	53,366	54,827	56,275	57,765
7	47,127	49,484	50,838	54,952	56,496	58,124	59,755	61,429
8	52,639	55,273	56,955	61,640	63,411	65,259	67,133	69,058
15	53,478	56,114	57,791	62,484	64,252	66,098	67,970	69,898
20	53,924	56,552	58,234	62,923	64,696	66,506	68,410	70,339
25	54,364	56,991	58,676	63,363	65,135	66,914	68,855	70,781

\*NOTE – The contracted amount in the individual contracts is different than the listed amounts on the grids on this page due to PA 54 and the contract not being ratified until September 11, 2012.

BREITUNG TOWNSHIP SCHOOLS  
 SCHEDULE B - 2012-2013 SALARY SCHEDULE  
 HIRED AFTER 7/1/2011

YEARS EXPER.	BA	BA+15	MA	MA+15	MA+30
0	\$ 33,131	\$ 34,291	\$ 35,450	\$ 36,609	\$ 37,769
1	\$ 34,787	\$ 36,005	\$ 37,223	\$ 38,441	\$ 39,658
2	\$ 36,444	\$ 37,719	\$ 38,995	\$ 40,271	\$ 41,546
3	\$ 38,100	\$ 39,434	\$ 40,768	\$ 42,101	\$ 43,435
4	\$ 39,758	\$ 41,148	\$ 42,540	\$ 43,932	\$ 45,324
5	\$ 41,414	\$ 42,863	\$ 44,313	\$ 45,762	\$ 47,211
6	\$ 43,070	\$ 44,577	\$ 46,085	\$ 47,593	\$ 49,100
7	\$ 44,727	\$ 46,292	\$ 47,858	\$ 49,423	\$ 50,989
8	\$ 46,383	\$ 48,007	\$ 49,630	\$ 51,253	\$ 53,059
9	\$ 48,040	\$ 49,721	\$ 51,403	\$ 53,085	\$ 54,765
10	\$ 49,697	\$ 51,436	\$ 53,175	\$ 54,915	\$ 56,654
15	\$ 53,010	\$ 54,865	\$ 56,721	\$ 58,576	\$ 60,431
20	\$ 54,666	\$ 56,579	\$ 58,493	\$ 60,406	\$ 62,319
25	\$ 57,316	\$ 59,322	\$ 61,329	\$ 63,335	\$ 65,341

**Schedule B 2013-2014 Salary Schedules**

BREITUNG TOWNSHIP SCHOOLS  
 SCHEDULE B - 2013-2014 SALARY SCHEDULE  
 HIRED PRIOR TO 7/1/2011

YEARS EXPER.	BA	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+32
0	33,297	34,525	35,120	36,404	37,082	37,516	38,480	39,145
1	34,870	36,210	36,879	38,472	39,242	40,031	40,806	41,598
2	36,521	37,990	38,732	40,665	41,544	42,424	43,298	44,201
3	38,250	39,846	40,673	42,983	43,972	44,960	45,950	46,975
4	41,026	42,832	43,741	46,527	47,650	48,794	49,970	51,134
5	42,975	44,939	45,954	49,185	50,436	51,713	53,035	54,353
6	45,211	47,382	48,403	52,237	53,633	55,101	56,556	58,054
7	47,363	49,731	51,092	55,227	56,778	58,415	60,054	61,736
8	52,902	55,549	57,240	61,948	63,728	65,585	67,469	69,403
15	53,745	56,395	58,080	62,796	64,573	66,428	68,310	70,247
20	54,194	56,835	58,525	63,238	65,019	66,839	68,752	70,691
25	54,636	57,276	58,969	63,680	65,461	67,249	69,199	71,135

BREITUNG TOWNSHIP SCHOOLS  
 SCHEDULE B - 2013-2014 SALARY SCHEDULE  
 HIRED AFTER 7/1/2011

YEARS EXPER.	BA	BA+15	MA	MA+15	MA+30
0	\$ 33,297	\$ 34,462	\$ 35,627	\$ 36,792	\$ 37,958
1	\$ 34,961	\$ 36,185	\$ 37,409	\$ 38,633	\$ 39,856
2	\$ 36,626	\$ 37,908	\$ 39,190	\$ 40,472	\$ 41,754
3	\$ 38,291	\$ 39,631	\$ 40,972	\$ 42,312	\$ 43,652
4	\$ 39,957	\$ 41,354	\$ 42,753	\$ 44,152	\$ 45,551
5	\$ 41,621	\$ 43,077	\$ 44,535	\$ 45,991	\$ 47,447
6	\$ 43,285	\$ 44,800	\$ 46,315	\$ 47,831	\$ 49,346
7	\$ 44,951	\$ 46,523	\$ 48,097	\$ 49,670	\$ 51,244
8	\$ 46,615	\$ 48,247	\$ 49,878	\$ 51,509	\$ 53,324
9	\$ 48,280	\$ 49,970	\$ 51,660	\$ 53,350	\$ 55,039
10	\$ 49,945	\$ 51,693	\$ 53,441	\$ 55,190	\$ 56,937
15	\$ 53,275	\$ 55,139	\$ 57,005	\$ 58,869	\$ 60,733
20	\$ 54,939	\$ 56,862	\$ 58,785	\$ 60,708	\$ 62,631
25	\$ 57,603	\$ 59,619	\$ 61,636	\$ 63,652	\$ 65,668

**Schedule B-2 2012-2014 Extracurricular Salaries**

The compensation paid for the following activities shall be computed at the indicated percentage of the BA base salary for all staff recognized in Article 1 of this Master Agreement.

<u>HIGH SCHOOL SPORTS ACTIVITY</u>	<u>%</u>
<b>Football</b>	
Varsity Head Coach .....	20.482
Assistant Coaches.....	17.462
Junior Varsity Coach .....	16.512
Assistant Coaches.....	15.652
Freshman Coach.....	16.512
Assistant Coaches.....	15.652
<b>Basketball</b>	
Varsity - Boys .....	18.379
Junior Varsity - Boys .....	14.759
Freshman - Boys.....	14.759
Varsity - Girls.....	18.379
Junior Varsity - Girls.....	14.759
Freshman - Girls.....	14.759
<b>Tennis</b>	
Boys .....	4.99
Assistant Coach - Boys .....	3.74
Girls.....	4.99
Assistant Coach - Girls.....	3.74
<b>Ski Team (plus season pass)*.....</b>	<b>4.99</b>
<b>Golf</b>	
Boys .....	4.99
Girls.....	4.99
<b>Track</b>	
Coach - Boys.....	9.75
Assistant Coach - Boys.....	6.03
Coach - Girls .....	9.75
Assistant Coach - Girls.....	6.03
<b>Hockey</b>	
Coach.....	14.122
Assistant Coach .....	10.502
<b>Cross Country</b>	
Boys .....	4.875
Girls.....	4.875
<b>Wrestling</b>	
Coach.....	14.122
Assistant.....	10.502
<b>Volleyball</b>	
Coach.....	15.00
Assistant.....	11.50
<b>Soccer</b>	
Coach – Boys.....	11.50
Coach – Girls.....	11.50
<b>Swimming**</b>	
Coach.....	7.061
<b>Bowling</b>	
Coach (boys & girls combined) .....	7.061

\*Where the ski team coach coaches both the boys' and girls' ski team, that coach shall receive two times the agreed rate but shall only receive one season pass. Where separate individuals coach the boys' and girls' team, each shall receive the stated amount and each shall receive a season pass.

\*\*Where the swimming team coach coaches both the boys' and girls' swim teams, that coach shall receive two times the agreed rate. Where separate individuals coach the boys' and girls' teams, each shall receive the stated amount.

**MIDDLE SCHOOL SPORTS**

**Basketball**

Grade 8 .....	7.082
Grade 7 .....	7.082

Track .....	3.95
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**CHEERLEADER**

**COACH**

**ADVISOR**

**Football**

Varsity .....	8.00	4.00	Either/or Not Both
J.V. ....	6.00	3.00	Either/or Not Both
Freshman .....	6.00	3.00	Either/or Not Both

**Boys Basketball**

Varsity .....	8.00	4.00	Either/or Not Both
J.V. ....	6.00	3.00	Either/or Not Both
Freshman .....	6.00	3.00	Either/or Not Both

Cheerleading Advisor .....	2.15
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**HIGH SCHOOL CLUBS AND ACTIVITIES**

Activities Fund .....	9.66
Class Advisors	
Senior .....	4.21
Junior .....	4.21
Sophomore .....	2.40
Freshman .....	2.40
Annual (or 2 semester class) .....	9.00
Awards Program .....	0.87
Color Guard .....	3.00
Computer Systems Operators (2) .....	7.00 Each
Debate .....	3.26
Drama Club per Play .....	6.00
Flivver Flash (or 2 semester class) .....	7.00
Forensics (if 12 or more students) .....	4.22
Future Business Leaders .....	3.095
Future Teachers .....	3.095
Health Careers .....	3.095
Living Skills .....	3.095
High School Bowl .....	3.10
Hi-Y .....	3.095
Key Club .....	3.095
National Honor Society .....	3.00
NCA Chairperson .....	16.2%
Pride .....	3.095
Rockets for Schools .....	3.095
SADD .....	3.095
Student Council .....	6.00
Television Channel .....	10.00
Tri-Hi-Y .....	3.095
Web Site .....	10.00

**MUSIC**

Jazz Band .....	7.00
Pep Band .....	1.30
Special Music Programs .....	12.00
Summer Band .....	Regular salary

**MIDDLE SCHOOL CLUBS AND ACTIVITIES**

Annual .....	2.59
Computer Systems Operator .....	3.00
Living Skills .....	3.095

NCA Chairperson .....	16.2%
Newspaper .....	2.59
Science Fair Advisor .....	0.87
Special Music Programs .....	3.45
Student Council .....	4.21

**WOODLAND**

Computer Systems Operator .....	3.00
NCA Chairperson .....	16.2%
Science Fair Advisor .....	0.87

**OTHER**

Saturday School .....	\$22.50/hour
Summer School .....	\$16.50/hour
Teacher Substituting During Free Time or Prep Time .....	\$16.50/hour
Teacher Serving as Overnight Counselor at School Camp .....	Daily Sub Teacher Rate

Scheduled compensation is paid upon completion of the extra-curricular activity, except that:

1. Activities spanning both semesters are paid one-half at the end of the first semester and one-half at the end of the second semester or upon completion of the activity.
2. Football and Girls' Basketball are paid one-third after opening of school and two-thirds at the end of the season.
3. Guidance Counselors  
High School and Middle School Counselors will work a minimum of 8 days, and a maximum of 10 days, at regular pay, during the months of June and August, after the completion of the school year prior to the beginning of the school year. Those days are to be determined in consultation with, and at the discretion of, the building principals.
4. The Board may implement the position of detention monitor for one hour before and after school in the middle school and senior high schools, and one hour after school in the elementary school. This position will be paid at the rate of \$10.00 per hour. (This procedure shall not displace necessary disciplinary and educational practices by individual teachers.)

**SCHEDULE B-3 INSURANCE SUMMARY  
BREITUNG TOWNSHIP SCHOOLS TEACHERS**

**MESSA-PAK SUMMARY  
2012-2014**

**PLAN A - EMPLOYEES ELECTING HEALTH INSURANCE**

- |    |                 |  |
|----|-----------------|--|
| 1. | Health          | MESSA Choices II with In-Network Deductible: \$500/\$1000<br>Out-of-Network Deductible: \$1000/\$2000<br>Office Visits/Urgent Care/ER Copay: \$20/\$25/\$50<br>RX: SaverRX (including \$5,000 Basic Term Life) |
| 2. | Delta Dental    | 100/80/80/80: \$1,500<br>(\$1,000 Maximum for Class I and II)<br>Plan Year - July 1 through June 30  |
| 3. | Vision          | VSP-3 Plus   |
| 4. | Negotiated Life | \$10,000 with AD&D   |

**PLAN B - EMPLOYEES NOT ELECTING HEALTH INSURANCE**

- |    |                      |   |
|----|----------------------|---|
| 1. | Delta Dental         | 100/80/80/80: \$1,500<br>(\$1,000 Maximum for Class I and II)<br>Plan Year - July 1 through June 30 |
| 2. | Vision               | VSP-3 Plus  |
| 3. | Negotiated Life      | \$10,000 with AD&D  |
| 4. | \$2,400 Cash Payment | Employee not electing health coverage   |



SCHEDULE C - BTEA GRIEVANCE REPORT (Page 1 of 2)

Grievance # \_\_\_\_\_ Breitung Township School District

- Distribution of Form:
1. Superintendent
  2. Principal
  3. Association
  4. Teacher

Submit to Principal in Duplicate

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
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**STEP I**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance (Include section of contract allegedly violated)

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2. Relief Sought \_\_\_\_\_

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\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Association Representative Date

C. Disposition by Principal \_\_\_\_\_

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\_\_\_\_\_  
Signature of Principal Date

D. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
Signature Date

SCHEDULE C - BTEA GRIEVANCE REPORT (Page 2 of 2)

STEP II

A. Date received by Superintendent or Designee \_\_\_\_\_

B. Disposition by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

STEP III

A. Date received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

STEP IV

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

(If additional space if needed, please attach additional sheets)

SCHEDULE D – DUES DEDUCTION FORM

DEDUCTION AUTHORIZATION FORM

NAME \_\_\_\_\_ SOCIAL SECURITY \_\_\_\_\_

ADDRESS \_\_\_\_\_  
STREET CITY STATE ZIP CODE

ME A REGION \_\_\_\_\_ ME A DISTRICT \_\_\_\_\_ SCHOOL DISTRICT \_\_\_\_\_ PHONE \_\_\_\_\_

I AM AN NE A LIFE MEMBER YES \_\_\_\_\_ NO \_\_\_\_\_

I AM AN ME A LIFE MEMBER YES \_\_\_\_\_ NO \_\_\_\_\_

1. I hereby authorize the Breitung Township Board of Education to deduct dues for membership in the Breitung Township Education, the Michigan Education, and the National Education Association. It is my understanding that the dues will be annually deducted from my salary unless I revoke this authorization that the dues will be annually deducted from my salary unless I revoke this authorization in writing to the school business office before September 1 of any given year.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

2. I hereby authorize the Breitung Township Board of Education to deduct a service fee established in accordance with applicable laws and regulations. It is my understanding that the fee will be annually deducted from my salary unless I revoke this authorization in writing to the school business office before September 1 of any given year.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

## Code of Ethics of the Education Profession

*(As adopted by the Representative Assembly of the National Education Association, July 1975)*

Article XII of the Constitution of the Michigan Education Association provides that the Code of Ethics adopted by the National Education Association shall be the Code of Ethics for the members of the Michigan Education Association.

### Preamble

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, the devotion to excellence and the nurturing of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this code shall be exclusive, and no such provision shall be enforceable in any form other than one specifically designated by the NEA or its affiliates.

### Principle I. Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning;
2. Shall not unreasonably deny the student access to varying points of view;
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress;
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety;
5. Shall not intentionally expose the student to unnecessary embarrassment or disparagement;
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, or family, social or cultural background, or sexual orientation, unfairly:
  - a. Exclude any student from participation in any program;
  - b. Deny benefits to any student;
  - c. Grant any advantage to any student;
7. Shall not use professional relationships with students for private advantage;
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

## Principle II. Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications;
2. Shall not misrepresent his/her professional qualifications;
3. Shall not assist entry into the profession of a person known to be unqualified in respect to character, education or other relevant attribute;
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position;
5. Shall not assist a non-educator in the unauthorized practice of teaching;
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law;
7. Shall not knowingly make false or malicious statements about a colleague;
8. Shall not accept any gratuity, gift or favor that might impair or appear to influence professional decisions or actions.

**BREITUNG TOWNSHIP SCHOOLS  
2012-2013 CALENDAR**

Wednesday, August 29 ..... Professional Development Day

Thursday, August 30 ..... Professional Development Day

Tuesday, September 4 ..... First day of school for students

Thursday, September 20 ..... Professional Development Day

Wednesday, October 24 ..... Parent-Teacher Conferences 2:00 – 7:00 p.m.

Friday, November 2 ..... End of first 9-week marking period

Thursday, November 15 ..... Deer Day

Thursday, November 22 ..... Thanksgiving Holiday

Friday, November 23 ..... Thanksgiving Holiday

Tuesday, December 4 ..... Professional Development Day

Monday, December 24 ..... Christmas Break

Wednesday, January 2 ..... School Resumes

Friday, January 18 ..... End of first semester

Monday, January 28 ..... One-half Day Professional Development Day

Monday, February 18 ..... Presidents' Day

Monday, February 28 ..... One-half Day Professional Development Day

Thursday, March 14 ..... Parent-Teacher Conferences 2:00 – 7:00 p.m.

Friday, March 15 ..... Professional Development Day

Friday, March 22 ..... End of third 9-week marking period

Friday, March 29 ..... Start of Spring Break

Monday, April 8 ..... School Resumes

Monday, May 27 ..... Memorial Day

Wednesday, June 5 ..... Last Day of School – ½ day for students – full-day for staff