

*Bear Lake
Education Association*

*2011/14
CONTRACT*

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INTRODUCTION

The Bear Lake School Board of Education and the Bear Lake Education Association recognize and declare that providing quality education for the children of Bear Lake is their mutual purpose; and pursuant to Act 379 of the Michigan Public Act of 1965, the Bear Lake School Board and the Bear Lake Education Association entered into negotiations on wages, hours and terms and conditions of employment; and the parties through negotiations in good faith, have reached agreement on all such matters and desire to execute this contract covering such agreement.

ARTICLE I
ACKNOWLEDGEMENT

- A. The Bear Lake School Board hereby acknowledges the Bear Lake Education Association as the exclusive representative for all professional personnel including classroom teachers on tenure or probation, employed by the Board, but excluding Adult Education Teachers, supervisory and executive personnel, substitute teachers, teacher aides, office and clerical employees and all other non-teaching personnel. The term "teacher" when used hereinafter in this agreement, shall refer to all employees represented by the Association. The term "Board" when used hereinafter in this agreement shall refer to the Bear Lake School Board, and, where appropriate, its administrative employees and agents.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement. The individual teacher may request that a member of the Association be present.
- C. Nothing contained within this contract shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws, Tenure Act, or other applicable laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere in this agreement.

ARTICLE II
RIGHTS OF THE BOARD

- A. All management function rights, powers and authority, whether heretofore or hereafter exercised, shall remain exclusively with the Board. It is expressly recognized that those functions include, but are not limited to, (1) full and exclusive control of the management and operation of the schools, (2) direction and supervision of the working force and the evaluation of the performance thereof, (3) the scheduling of work, (4) the right to introduce new or improved methods or facilities, (5) the reduction or increase of the working force, (6) the right to abolish or change existing jobs, including the right to establish new jobs, and (7) the right to formulate any reasonable rules and regulations and enforce such with any necessary disciplinary action. Notwithstanding any other provision of this Agreement, in the event the number of instructional hours or days provided for in this Agreement does not meet the requirements set forth by the State of Michigan or the requirements needed to receive full State aid, the Board reserves the right to adjust teacher and students' schedules to assure compliance.
- B. All such functions, rights, powers and authority which the Board has not specifically abridged, terminated or modified by this Agreement are recognized by the Association as being retained by the Board.
- C. It is agreed that the above cited management rights, and all others not so enumerated, are not subject to grievance procedures set forth in this agreement unless in the exercise of said rights the Board has violated a specific term or provision of one or more of the Articles of this agreement.
- D. Notwithstanding anything contained in this agreement, the Board reserves the right to take any steps that may be necessary to comply with the Americans With Disabilities Act (ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee's disability, such as, but not limited to,

restructuring a job or position, reallocating or redistributing job functions or requirements, altering when or how job functions are performed, creating modified or part-time work schedules, granting preference in work schedules or shifts, creating flexible leave policies, providing disabled employees with benefits that may be necessary to reasonably accommodate disabilities. It is understood and agreed that such action may be taken by the board without prior bargaining with the Association. In the event any provision of this agreement or application of this agreement conflicts with the ADA or similar state or federal legislation, the legislation shall prevail. In the event of a claim by Association alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the purposes underlying the ADA and other similar federal and state legislation. Notwithstanding any provision of this agreement, the Board shall have the right to take whatever steps may be necessary in order to comply with the Americans With Disabilities Act (ADA) and other similar state or federal legislation.

ARTICLE III ASSOCIATION AND TEACHER RIGHTS

- A. The Association and its members shall have the privilege of using school building facilities for meetings. The meetings must be scheduled through the superintendent or principal.
- B. The Association, upon request, will be provided with available public information concerning the district. This section shall not be construed to require the Board to create documents or make compilations or summaries of information.
- C. Teachers shall have the right to discuss with the Administration and Board any new methods or innovations affecting the curriculum and/or education of the students involved.
- D. 1) Each teacher shall have the right, upon request, to review and make copies of those contents of his own personnel folder on file in the main office, which pertain to or are the result of an evaluation completed since the beginning date of employment in the Bear Lake School. Such records shall not be removed from said office. A representative of the Association may be requested to accompany the teacher in such review.
2) All records contained in the personnel folder regarding dismissal, suspension, discipline, complaints, allegations, charges, counseling or psychological records, and personnel evaluations shall not be released to third parties without the written consent of the teacher or pursuant to a lawfully issued order, subpoena, or Freedom of Information Act requirement.
3) The Board further agrees that in the event a request is made by a third party for the above personnel records the Board shall promptly notify the employee and at the request of the employee that it shall deny the request absent a lawfully issued order, subpoena, or Freedom of Information Act requirement.
- E. Any such discipline shall be subject to the grievance procedure contained in this agreement. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing. This section shall not apply to the non-renewal of a probationary teacher.
- F. The Board recognizes the employee's right to have the consideration of his or her dismissal, suspension, discipline or the consideration of periodic personnel evaluations conducted by the Board of Education in a closed hearing pursuant to the provisions of the Open Meetings Act, at the request of the named employee.
- G. A teacher shall be entitled to have present a representative of the Association during any disciplinary action other

than a verbal warning when such action will become part of the teachers' personnel file. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Further, in the event disciplinary action other than verbal warning is to be taken, the teacher shall be advised of the right to representation under this provision prior to the action taken.

ARTICLE IV TEACHER ASSIGNMENTS

- A. Teachers shall be assigned to positions in the system that make the best possible use of the teachers' professional competence as determined by the Board.
- B. Pending transfer will be discussed with the teacher concerned and notification of the transfer will be given as soon as the final decision is made.
- C. Teachers will be at their teaching station fifteen (15) minutes prior to the commencement of the school day and shall remain at least twenty (20) minutes following the close of school, except on the last day of school of the week, they shall remain until the school buses leave, unless in the case of any individual teacher, an appointment has been made with that teacher.
- D. Teachers shall be allowed to arrange special arriving and/or leaving times to conduct school or personal business, or work with students, upon approval of the administration. This is not intended for teachers that have extra-curricular positions included in Article X, Section E.

ARTICLE V VACANCIES AND PROMOTIONS

Announcement in writing will be posted on the teachers' bulletin board and a copy furnished the president of the Association or designate when a teaching position is declared vacant or a new position is created. Upon written request, an interview will be granted. The teacher will have eight (8) calendar days from the date of the posting to notify the Board or Superintendent of their intent.

- B.
 - 1) The Board shall cause to be posted all planned or potential extra-curricular positions specified in the Master Agreement.
 - 2) The Board reserves the right to schedule or sponsor any and all extra-curricular positions and to appoint persons it deems appropriate to supervise student extra-curricular activities.
 - 3) A vacancy shall be defined as a professional bargaining unit position which is unfilled because it is newly created or because the teacher holding that position has either been permanently transferred to a non-bargaining unit position or has permanently severed his/her employment through resignation, retirement, death or discharge.

ARTICLE VI TEACHING CONDITIONS

- A. Because the teacher/pupil ratio is an important aspect of an effective educational program, every reasonable attempt by the Board will be made to keep class sizes to a point where optimum and effective learning can take place.

- B. 1) The normal school day for Senior High School teachers shall consist of seven (7) class periods of which six (6) periods will be considered instructional and one (1) will be considered a preparation period. If it becomes necessary to assign a teacher a seventh class, such assignment shall be with the consent of the teacher. When more than one teacher is certified and available within the school day to teach a seventh class assignment the Board will consider seniority as well as other qualifications when making the assignment. Pay for a seventh period assignment will be 14 percent of the teacher's regularly scheduled compensation.
- 2) The normal school day for middle school teachers shall be the same as High School.
- 3) Elementary teachers shall be provided no less than fifty (50) minutes preparation time during the school day. Such preparation time shall be in no less than twenty (20) minutes increments.
- 4) The Board will not schedule mixed grade classrooms in DK-2 without consulting the Association. Should it be necessary to schedule mixed grades at the upper elementary level the Board recognizes that such combinations should contain a low number of students in relation to normal grade level rooms. Mixed grade classrooms in grades 3-6 shall not exceed twenty-five students. It is expressly understood that this section does not limit the Board when grouping students for instruction within a discipline or for special needs programs.
- 5) Should it be necessary to combine classes at the secondary level the Board will insure that one of the combined classes contains no more than ten students. If the smaller of the combined classes contains four or more students than the total of both classes will not exceed twenty-five students.

Teachers who are assigned combined secondary classes will be paid the following stipends over and above salaries determined in Article X of this agreement:

<u>Number of Students in Small Combined Classes</u>	<u>Pay Per Pupil/Per Year</u>
1-3 Students	\$400
4-6 Students	\$300
7-10 Students	\$2000 total

- C. No class size shall exceed the number of students that can be accommodated by the facility.
- D. Libraries will be open for student use during all student attendance days of the school year except for the last week of the school year.
- E. The responsibility for the assignment of students to their grades and classes shall rest solely with the administration with teacher recommendations being considered.
- F. Rules and regulations promulgated by the teacher or teachers in each classroom shall be reasonable, and the enforcement of discipline upon students by teachers shall protect the humanity and the dignity of each child. Such rules and regulations shall be approved by and filed with the immediate supervisor.
- G. During the period of time which constitutes the official school day, teachers may be assigned noon hour supervision in lieu of a class, duties pertaining to homeroom activities, assembly supervision, and supervision of hallways during class changes.
- H. The Board agrees to employ a teacher's assistant to supervise the noon hour playground. All teachers shall be

entitled to a 25 minute duty-free uninterrupted lunch period. A classroom will be designated as a dining area solely for the use of the teachers.

- I. Each teacher shall submit requests for instructional equipment, materials, and supplies for the following school year in a manner requested by the administration on forms provided. Such requests will be submitted by such dates as determined by the administration.
- J. Each teacher will provide an accurate inventory, on a form provided, of instructional materials, supplies, and equipment under his/her care, together with the description of the condition thereof and a detailed explanation of the absence of any material, supplies, or equipment from the inventory.
- K. Teachers shall be informed of a telephone number that they may call to report unavailability for work. Requests for leave of absence shall be made as early as practicable. In the case of sickness or emergency, the teacher should call to report unavailability by 6:45 A.M.
- L.
 - 1) The Board, in consultation with the Association, may schedule additional teacher workdays in addition to the base year. These extra days may be used for curriculum development, staff in-service, orientation, recording of student performance, or additional school days. Pay for these additional work days shall be on a per diem basis in accordance with Article X (F).
 - 2) The base year shall be determined by averaging the number of teacher workdays of Kaleva Norman Dickson and Onekama.
- M.
 - 1) The school district shall be entitled to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation. In the event the start of a school day is delayed, the School District shall be entitled to reschedule the lost time if doing so is necessary to satisfy state requirements pertaining to hours of pupil instruction or to receive full state aid.
 - 2) Any adjustment in the calendar (with respect to this clause) will be negotiated with the Association.
- N. Should an employee be required to make up a lost day, in accordance with section M above, for which an approved leave day had been previously charged, such leave day shall be removed from the employees record of absences.
- O. School Calendar (*please see following page*)

Bear Lake School Calendar 2012/2013

<u>WORK DAYS</u>	<u>STUDENT DAYS</u>			
4	0	M, T, W Th	August 27, 28, 29 August 30	All Day Teacher In-service Teacher Work Day
19	19	T	September 4	Students' First Day
23	23		October	
19	18	F W Th Th W Th/F	November 2 November 7 November 8 November 15 November 21 November 22, 23	End of First Marking Period Parent/Teacher Conferences 5-8 PM Parent/Teacher Conferences 1-4 (1/2 day for students) First Day of Hunting – No School 1/2 day for students/staff Thanksgiving Break - No School
14	14	Th	December 20	Last Day before Break – School in Session
22	20.5	W W Th F	January 2 January 16 January 17 January 18	School resumes Exams AM – Class PM Exams AM – Class PM Exams Am - (½ Day Records/½ Day Students)
		M	January 28	End of Second Marking Period Teacher In-service – No School
	18.5	F M	February 15 February 18	1/2 day for students/staff President's Day – No School
16.5	15.5	F W Th F	March 15 March 20 March 21 March 22	End of Third Marking Period P/T Conferences 1-4 PM (students ½ day) P/T Conferences 5-8 PM Last Day before Spring Break – School in Session
21	20	T F	April 2 April 19	School Resumes Teacher In-service – No School
22	21.5	F M W Th F	May 17 May 27 May 29 May 30 May 31	Graduation – 8:00 PM Memorial Day – No School Exam AM – Class PM Exams AM – Class PM Exams Am - (½ Day Records/½ Day Students/Students Last Day)
179	170		Totals	

05.09.12 rev.

- P. The Board and the Association acknowledge recent developments that may result in severely handicapped students being placed in programs at the Bear Lake School Site. The Board and the Association will cooperate in providing the best educational opportunity for all students in the school. However, the Board recognizes that special care requires special training.

ARTICLE VII PROTECTION OF TEACHERS

- A. 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. It is likewise recognized that discipline is a responsibility of the teacher in the classroom. A teacher may use such force as is necessary to protect himself/herself from attack or prevent injury to another student.
- B. Any case of assault upon a teacher by a student or parent shall be promptly reported to the Board or its designated representative. The Board will advise the teacher of his rights and obligations with respect to such assault.
- C. If a teacher is required to meet with legal counsel, police or judicial authorities, attend court proceedings or is recovering from physical injury because of an incident mentioned in Section B of this Article, time lost by the teacher shall not be charged against the teacher.
- D. 1) Any official complaint directed toward a teacher shall be promptly called to the teacher's attention by their immediate supervisor. An official complaint is any written or verbal complaint received by any member of the administration or School Board about a member of the teaching staff that results in formal action or that merits reporting to other teachers, members of the Board of Education, or the administration, or is used as a basis of decision-making on personnel matters. Formal action is defined as investigation of a complaint, disciplinary measures or reporting to the Board of Education.
- 2) Promptly shall mean as soon as possible but not more than three (3) work days following the matter being brought to the immediate supervisor. A workday shall be defined as a day that school is in session or in summertime days that the central office is open for business.
- 3) No action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teachers' personnel file unless such complaint is reported to the teacher concerned.
- E. If a claim is made against the Board as a result of an alleged tort or malpractice by a teacher, the accused teacher shall indemnify the Board from any liability if found guilty.

ARTICLE VIII TEACHER EVALUATION

- A. The evaluation of the performance of each teacher is the responsibility of the Administration. The Association recognizes that the evaluation process begins from the time school starts each day until school ends each day and that it is not limited solely to classroom observation.
- B. Teacher evaluations shall primarily be intended to help the teacher to improve his effectiveness as a teacher while at the same time providing the basis for the orderly dismissal of an incompetent teacher as according to the Michigan Teacher Tenure Law.

- C. Tenure teachers not formally evaluated in a given school year shall be considered to have performed competent work. A listing of such teachers will be provided to the Association annually. The names of teachers to be evaluated will be provided to the Association annually.
- D. A teacher who disagrees with an evaluation, may submit a written response, which shall be attached to the file copy of the evaluation in question.
- E. If an Administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. An adverse evaluation shall be defined as the statement by the Administrator on the evaluation form that a teacher's overall performance is minimally effective or ineffective.
- F. Evaluation of coaches shall be conducted on the basis of the evaluation form dated August 1992 included in the Appendix to this agreement.

ARTICLE IX
LAYOFF AND RECALL

It is hereby specifically recognized that it is within the sole discretion of the Board to determine its educational program, curriculum and staff and that the procedures set forth in this article shall be used in laying off personnel.

- A. The Board shall give teachers who are to be laid off a written notice of at least thirty (30) calendar days.
- B. Seniority shall be determined by the amount of time continuously employed as a member of the bargaining unit since the last date of hire.

The district shall prepare and present to the Association a current seniority list prior to October 15 of each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's authorization and certification.

- C. Change in a teacher's certification after the first workday of the next school year following layoff shall not permit the teacher to be recalled by bumping. Bumping of newly hired teacher will not be permitted, if at the time of hiring (date contract is signed), the laid off teacher lacks the proper authorization and certification for such position, unless the teacher presents to the superintendent in writing, assurance to the satisfaction of the superintendent, that said teacher will have proper authorization and certification for said position prior to the beginning of the new school year.
- D. A teacher shall lose his/her recall rights if he/she is not recalled within three (3) years of the effective date of layoff.

- F. If an employee is notified of recall by registered mail with return, receipt requested, and fails to respond within ten (10) calendar days of the date the recall notice was mailed, or fails to report for duty within fifteen (15) calendar days of the date of the notice of recall was mailed, this shall constitute the employee's resignation from employment and automatic termination of his/her employment. However, any tenured teacher that has accepted a teacher contract and is employed by another school have the right of recall upon completion of that contract year, unless release from the contract is granted by the employing district and the teacher responds within ten (10) calendar days and returns within thirty (30) working days of notification.
- F. Teachers on layoff will continue to accrue seniority, but their layoff time will not count towards salary raises and other benefits. Beginning in the fall of 1981, teachers on leave will continue to accrue seniority, but their leave time will not count towards salary raises and other benefits. However, a teacher on leave will be entitled to a step increment on the salary schedule if the leave of absence does not exceed one year.
- G. Refusal or acceptance of a position that is less than full time shall not affect a teacher's recall rights to a full time position.
- H. Teachers on layoff shall notify the district of any change of address, certification or authorized teaching areas.
- I. A teacher who is laid off and who is paid unemployment compensation benefits (associated with his or her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to an adjusted annual salary rate, such that 50% of his/her unemployment compensation plus that adjusted salary rate will be equal to the scheduled rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:
- 1) The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had he or she been employed the entire school year.
 - 2) The adjusted annual salary earned through employment in the district shall not be less than his or her salary for a similar period during the preceding school year.

ARTICLE X
SALARY SCHEDULE

2011-12, 2012-13, 2013-14 Salary Schedule

Step	BA	BA+1AC	MA/2-AC	MA+15/3AC
1	33,627	34,603	35,579	38,013
2	35,724	36,869	38,013	40,448
3	37,821	39,134	40,448	42,882
4	39,917	41,400	42,882	45,317
5	42,014	43,665	45,317	47,751
6	44,111	45,931	47,751	50,185
7	46,208	48,197	50,185	52,620
8	48,305	50,462	52,620	55,054
9	50,401	52,728	55,054	57,489
10	52,498	54,993	57,489	59,923
11	54,595	57,259	59,923	62,357
Increments	2,097	2,266	2,434	2,434

B. The salary schedule shall consist of four scales with eleven steps on each based on teaching experience. The scales are defined as follows:

- 1) BA - A bachelor's degree with any number of certifications or endorsements held at the time of hiring.
- 2) BA + 1AC - A bachelors degree with one additional certification or endorsement listed on a Michigan Teaching Certificate that was not held at time of hire as a full-time teacher. Changes in certification such as from provisional to continuing do not qualify for movement to a higher scale. Only an increase in certifications or endorsements that allow a teacher to teach in a new subject area or at a new level qualify. Movement to a higher scale will occur only for the certifications or endorsements listed in Appendix B. Should state certification policies change during the term of this agreement the appended listing may be revised by mutual consent of both parties.
- 3) MA/2AC- A masters degree or two additional certifications or endorsements, as defined above, beyond that held at time of hire.
- 4) MA + 15/3AC - A masters degree plus 15 semester hours of graduate credit beyond and subsequent to the masters degree or three additional certifications beyond that held at time of hire.
- 5) Staff members employed in a full-time position as of May 1, 1987 will be placed on the scale corresponding to their placement in 1986-87 (ie: BA + 15 becomes BA + 1AC). Full-time staff as of May 1, 1987 will be advanced a scale for each additional certification and endorsement that meets conditions described above.

C. Extra Duty Pay Schedule

1) Varsity Basketball	9.5
J.V. Basketball	6.0
Varsity Baseball	6.0
Varsity Softball	6.0
Golf	5.0
Cross Country	6.0

Cross Country Assistant	5.0
Varsity Track	5.0
Volleyball	6.0
JV Volleyball	5.0
Varsity Skiing	4.5
Jr. High Basketball (7 th & 8 th 6%)	4.0
Summer Band Program	3.5
Jr. High Track	2.0
J.V. & Varsity Cheerleading	2.0
Forensics	2.0
Senior High Science Olympiad	2.0
Jr. High Volleyball	3.0
6th Grade Basketball	1.5
5th Grade Basketball	1.5
Elementary Cheerleading	1.5
Middle School Cheerleading	1.5
Pep Band Supervision	1.5
Senior Class Advisor	2.0
Yearbook Advisor	1.5
Junior High Science Olympiad	1.5
Junior Class Advisor	1.5
Sophomore Class Advisor	1.0
Freshmen class Advisor	1.0
Evening Concerts, Graduation, & Competitions	1.5
Student Council Advisor	1.5
Quiz Bowl	1.5

2) The above percentages are to be applied to the scheduled BA scale salary up to the BA-9 step. The appropriate step for each coach, up to the listed maximums, shall be equated to the years coaching a particular sport in Bear Lake at the assigned or higher level of competition.

3) Should an employee be assigned to coach two team levels of the same sport concurrently, pay for such assignment shall be as follows:

- a) Separate games/Separate practices- Above rates for each team.
- b) Separate games/Shared practices- Highest paid assignment and one half of second paid assignment.

D. 1. The Board will pay the following longevity amounts following completion of the indicated years of service with Bear Lake Schools.

15 years of service \$1,000
 20 years of service \$1,500
 25 years of service \$2,000

2. The Board will pay the following longevity amounts at the beginning of the indicated years of service with Bear Lake Schools.

30 years of service \$3,000

- E. The Board will reimburse teachers tuition and fees for coursework completed with a grade of 'C' (2.0) or better provided such courses, or a planned program including such courses, are previously requested and approved by the Board and provided that the teacher is employed by Bear Lake Schools the semester following completion of the coursework.
- F. Less than full-time teachers that are hired on a school year basis shall have their salary determined by dividing their weekly hours worked by those of a full-time teacher to determine a salary factor. The resulting salary factor shall be multiplied by appropriate salary step and scale to determine a salary factor. The resulting salary factor shall be multiplied by appropriate salary step and scale to determine an annual school year salary.

ARTICLE XI
INSURANCE

The Board agrees to pay the premiums for a twelve (12) month period for all teachers working one-half (1/2) time or more as follows:

- A. MESSA Choices II . A \$300/600 deductible for in-network services. A \$10 Office Visit Copay. Prescriptions to equal \$10/20 co-pay. .
- B. Teachers not electing health insurance coverage may elect to receive \$5,500 cash-in-lieu of insurance. Those teachers who choose the cash-in-lieu option are entitled to MESSA Choices II PAC B.
- C. MESSA long-term disability (for those who qualify in the amount of 60% of gross salary upon termination of 60 calendar days or the teacher's sick leave, whichever is greater). Maximum coverage to \$3,000 monthly.
- D. MESSA Delta Dental Insurance Plan 80/80/80, \$1,000 maximum, with sealants and \$2,800 orthodontic coverage. Internal and external coordination of benefits shall be included.
- E. MESSA Negotiated Group Life in the amount of \$30,000 for each employee, AD and D in the amount of \$30,000 for each employee.
- F. MESSA VSP III Plus Vision Insurance. Internal and external coordination of benefits shall be included.
- G. Payroll deductions shall be available for all MESSA, MEFSA, MEA and approved annuity programs.
- H. The Board's obligation to pay the per employee insurance premium cost shall not exceed 5,500 single subscriber, \$11,000 two person, and \$15,000 full family. Likewise, the Board's obligation to pay the Pac B benefits shall not exceed. \$1,100 single subscriber, \$1,600 two person, and \$2,004 full family
- I. In the event the appropriate premium of the plan shall exceed the cost specified in "H" above , the amount of adjustment will be made to the salary schedule.
- J. Teachers assigned to a year long position that is less than the hours of a regularly assigned teacher shall have fringe benefits determined by the following schedule. Hours worked reflect actual instructional time and do not include lunch periods, prep time, or any other activity not expressly mentioned in the contract of employment.

Hours Worked Per Week

Less than 15.5 Hours

More than 15.5-25 Hours

More Than 25 Hours

Benefit

No insurance Benefits

Single Subscriber Rate of
Current Health, Dental and Vision Insurance

Full Benefits

K) The Board will provide the single subscriber rate of the current health insurance offered in this agreement, if and only if, the part-time employee is not covered by health insurance. If alternatively covered by health insurance the Board will make available Dental and Vision coverage in accordance with this Article. The part-time employee may elect to purchase additional health coverage on a contributory basis.

FINANCIAL RESPONSIBILITY
ARTICLE XII

A. Within thirty (30) days from the date of commencement of employment teachers shall either:

1. Sign and deliver to the Board an assignment authorizing deduction of regular membership dues of the Association, including the National Education Association and Michigan Education Association.

OR

2. Pay a service fee to the Association. The amount of the service fee shall be determined in a legally permissible manner and shall be a legally permissible amount, not to exceed the dues uniformly required to be paid by members of the Bear Lake Education Association.

Deductions will be made according to current payroll deduction procedures as outlined by the administration.

Teachers may authorize payroll deduction of the service fee in the same manner as teachers who authorize deduction of regular membership dues. In the event that a teacher shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment.

Within thirty days (30) of the beginning of their employment there under, teachers shall sign and deliver to the Board an assignment authorizing deduction of regular membership dues of the Association including the National Education Association and Michigan Education Association. Deductions will be made according to current payroll deduction procedures as outlined by the Administration. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a service fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Bear Lake Education Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Article I. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as provided in Section I, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment.

P. The procedure in all cases of discharge for violation of this article shall be as follows:

1) The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance,

and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not affected.

2) If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

3) The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges.

C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Service Fee, the Board agrees promptly to disburse said sums upon direction of the Association.

D. Association agrees to assume the legal defense of any claim, demand, cause of action or lawsuit arising out of enforcement of this article. In addition, the Association agrees to indemnify and hold harmless the Bear Lake Schools, its Board of Education, past and present members of the Board of Education and past and present administrative employees and agents for any cost, liability, expenses or damages which may be assessed against any of them as a result of enforcement or compliance with this Article.

LEAVE OF ABSENCE ARTICLE XIII

Teachers shall be granted leaves of absence at full pay for a total of ten days annually, accumulative to sixty (60) days, subject to the following regulations:

A. Sickness or Disability

1) For personal illness or disability of the teacher.

2) For critical illness of a member of the teacher's immediate family requiring personal attention or care of the teacher. The immediate family shall consist of spouse, father, mother, children, father in-law, mother in-law and siblings. Leave for critical illness of a family member shall be for a maximum of three (3) days. Upon request, the Board may grant additional leave.

3) A teacher who is unable to perform his assigned functions due to personal illness or disability and who has exhausted all his/her accumulated sick leave may be granted a leave of absence without pay for the remainder of the school year at the discretion of the Board.

4) The Board recognizes that disabilities include pregnancy, miscarriage, abortion, childbirth and recovery therefrom; but not limited to these.

5) Teachers may use sick leave days for pre-arranged doctor and dental appointments, however, teachers shall make a reasonable attempt to make said appointments outside of regular school hours.

B. Funeral leave for the death of an immediate family member, (see Article XIII, A-2) will be allowed to a maximum of five (5) days but limited to two (2) days before the funeral, the day of the funeral, and two (2) days after the

funeral providing they are school days, depending on the circumstances involved. Two (2) days will be allowed for funeral leave for the teacher's grandparents, grandchildren, sister and brother. A teacher who has exhausted all his/her accumulated sick leave may be granted a leave of absence without pay for the remainder of the school year at the discretion of the Board.

C. The teacher shall have two (2) days for conduct of personal business. The personal day shall not be used to extend a holiday or for recreational purpose. These days are not accumulative. Request for personal leave days shall be filed with the principal at least 24 hours in advance. Exception to this procedure will be for occasions of sudden emergency.

D. Jury Duty and Court Appearance: In case of absence for jury duty or court appearance as a witness, the Board will pay the difference between the jury or witness pay and the teacher's regular salary.

E. Leave of absence without pay may be granted provided the leave is of benefit to the school program. Scheduled increments will be allowed only if the leave of absence does not exceed one year.

F. Military Leave of Absence: Military leave of absence will be in accordance with the terms and provisions of the State and Federal law.

G. Leave of absence days shall be available for use at the beginning of the school year for employees in their first two years of employment. Thereafter, leave time will accumulate at the rate of one day per month September through June.

The Teacher may be required to furnish the Board with a medical certificate for sickness over three (3) days.

I. At a minimum, any violation of the use of sick days will result in loss of pay and leave of absence for days abused. Any such abuse will be recorded in the permanent record of the offending teacher.

J. Any teacher who is absent because of injury or disease which arose out of or during the course of his/her employment for which he/she receives compensation under the Worker's Compensation Law will receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary for the number of days he/she has accumulated sick leave. Deductions from accumulated sick leave will be made on pro-rated bases until accumulated sick leave is exhausted.

K. Unused leave of absence will be kept on record during time of layoff or through approved leaves of absence.

L. After reaching the top of the salary schedule and leaving the employment of the Bear Lake School system, unused leave days up to a maximum of 60 days, will be reimbursed at the rate of \$100.00 per day.

M. The association will have two (2) days available to it for official Association business. These days will not be charged to any individual's accumulated leave days. The Association agrees to reimburse the Board an amount equal to the cost of a substitute teacher if one is used. Request for the above day shall be filed with the superintendent twenty-four (24) hours in advance.

N. The superintendent may grant leaves of absence at full pay for attendance at professional meetings, conferences, school activities, community activities and other leave requests at his discretion.

O. Teacher absences will be charged in increments to the nearest 1/6 of a day.

P. Less than full-time teachers will be granted personal leave in accordance with provisions A-J above based on the following allocation:

<u>Hours Worked Per Week</u>	<u>Benefit</u>
Less Than 10 Hours	- Three leave days including one personal business day
10.0 - 17.5	- Five leave days including two personal business days
More Than 17.5 Hours	- Full leave provisions as granted in Sections A-J Above

Q. If during the preceding school year a teacher shall not have used more than three (3) combined personal business and/or sick leave days in accordance with 'A' and 'C' above, then, in the following year the teacher shall be credited with one "earned day" to be taken at the teacher's discretion upon previous notification of at least three school days to the building principal. The principal of each building shall not be obligated to grant more than three (3) such applications on any given day(s). Earned days shall be allowed to accumulate up to a maximum of ten (10) days at the rate of one per year.

R.

1) The Board and the BLEA recognize the educational and financial value of regular staff covering for short duration absences of colleagues. This example of professional responsibility shall be accommodated by not charging leave time against the absent employee when services of a substitute are not retained and when, in the opinion of the administrator, such accommodation is appropriate.

2) It is further agreed that when less than full day absences are charged in accordance with Article XIII (0) that an hour of time in grades DK through 5 and a class period in grades 6-12 shall define 1/6th of a day. This subsection may be reopened for re-negotiation in the event the school district or its academic program is restructured.

ARTICLE XIV GRIEVANCE PROCEDURE

A. 1) A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or the unfair application of any policy or regulation of the Board directly related to teaching terms and conditions, may be processed as a grievance as hereinafter provided.

2) The term "days" as used herein shall mean days in which school is in session or in summertime days that central office is open for business.

B. In the event that a teacher believes there is a basis for grievance, the teacher shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative. This discussion shall occur within fifteen (15) days of the violation, misinterpretation or misapplication, or within fifteen (15) days of the discovery thereof.

1) If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher may invoke the formal grievance procedure contained herein. A copy of the grievance form shall be delivered to the principal within five (5) days. If the grievance involves teachers at both the elementary and secondary

levels, it may be filed with the Superintendent or the Superintendent's designee within five (5) days of the informal discussion.

2) Written grievances will contain the following:

- a) It shall be signed by the grievant or grievants;
- b) It shall be specific;
- c) It shall contain a synopsis of facts giving rise to alleged violations;
- d) It shall quote at length the section alleged to have been violated.

3) A grievance, which fails to satisfy these requirements, may be rejected.

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

E. If the teacher of Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the Superintendent. Within seven (7) days, the Superintendent, or the Superintendent's designee, shall meet with the Association for the purpose of resolving the grievance, and shall indicate his disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.

F. 1) If the grievant is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the time period above provided, the Association may submit the grievance to the President of the Board, or his designee, within ten (10) days.

2) The Board shall allow the teacher or his Association Representative an opportunity to be heard at the meeting for which the grievance was scheduled, which shall be no later than the second regular Board meeting after the grievance is filed.

3) Within five (5) days from the hearing of the grievance, the Board shall render its decision in writing.

G. 1) If the teacher or Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been rendered within the time limits provided above, the Association may submit the grievance to the arbitration step of the grievance procedure by filing a demand for arbitration with the American Arbitration Association within thirty (30) days of the Board's disposition or the date the Board's disposition was due. The arbitrator will be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings.

2) The decision of the arbitrator shall be final and binding upon the parties and both parties agree that a judgment thereon may be entered in any court of competent jurisdiction.

H. Powers of the arbitrator are subject to the following limitations:

1) He shall have no power to add to, subtract from, disregard, alter or modify any of the provisions of this agreement.

2) He shall have no power to establish salary scales or other provisions of successor Agreements.

3) He shall have no power to decide any questions which, under the provisions of this Agreement, is within

the sole responsibility of Management to decide.

4) He shall have no power to rule on the following:

- a) Any complaint pertaining to the termination or non-renewal of a probationary teacher.
- b) Any complaint involving the failure to employ or re-employ a teacher to an extra-curricular position.

5) He shall have no power to interpret state or federal law, as it relates to a contract violation, except as may be necessary to determine whether a grievance is arbitral.

I. After a case on which the arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

J. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of a similar nature. However, either party upon mutual consent can request that grievances be consolidated if they involve common issues of fact and doing so would avoid duplication and expense.

K. The fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall assume its own cost for the representation, including the expenses of any witness.

L. All preparation, filing, presentation or consideration of grievances, except the scheduling and conduction of an arbitration hearing, will normally be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations except when mutually agreed to the contrary.

M. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.

N. During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private.

O. The filing of grievances shall in no way interfere with the right of the Board to proceed in carrying out its responsibilities, subject to the final decision of the grievance so long as such action is consistent with the provisions of this Agreement.

P. The time limits provided in this grievance procedure shall be strictly observed but may be extended by mutual written agreement of the parties. In the event a grievance is filed after May 15 of any year, the strict adherence to the time limits may result in hardship to either party, the Superintendent shall use his best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.

Q. The parties may, by mutual consent, send grievances directly to binding arbitration.

R. In preparation for any arbitration or legal proceedings, teachers shall have access to and the right to inspect and acquire copies of materials in their personnel file. A representative of the Association may accompany and assist the teacher in this regard. Confidential letters of reference secured from sources outside the school system may be excluded from the materials available for the teacher's inspection.

ARTICLE XV
ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT

- A. In the event that this district shall be annexed, consolidated or otherwise reorganized with one or more districts in whole or in part, the Board will use its best efforts to assure the continued employment of its members in such district.

ARTICLE XVI
TEACHER'S CONTRACT

- A. Prior to April 30, 2014 the parties will begin negotiations for a new agreement concerning hours, terms and conditions of employment of teachers employed by the Board. A letter from the Association prior to April 30 and agreement upon a meeting day shall constitute beginning negotiations.
- B. It is recognized that no final agreement between the parties may be executed without ratification by both parties, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.
- C. All future individual teacher contracts shall be made expressly subject to the terms of this agreement and so stated in each individual contract.
- D. 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 as permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII
WAIVER

- A. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and Association for the life of this agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this agreement. Matters of common concern may be subject to negotiation during the period of this agreement upon the request and mutual agreement of both parties.

ARTICLE XVIII

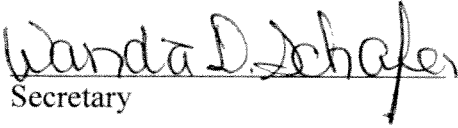
This agreement shall be in effect from September 1st, 2011 to August 31st, 2014. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Signed this 12th day of December, 2012.

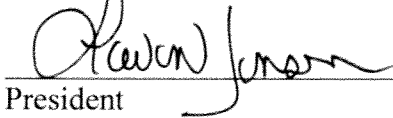
For the Board of Education:



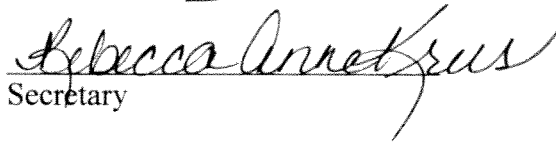
President


Secretary

For the Association:



President


Secretary

APPENDIX A

The following is a list of certifications and endorsements that when obtained will provide movement to a higher salary scale as provided in Section X(B).

BX LANGUAGE ARTS

BA English
BC Journalism
BD Speech
BR Reading

CX SOCIAL SCIENCE

CA Economics
CB Geography
CC History
CD Political Science
CE Psychology
CF Sociology
CH Anthropology
CL Cultural Studies
CM Behavioral Studies

DX SCIENCE

DA Biology
DC Chemistry
DE Physics
DH Geology-Earth Science
DO Astronomy

EX MATHEMATICS

FOREIGN LANGUAGE

FA French
FB German
FC Greek
FD Latin
FE Russian
FF Spanish
FH Italian
FI Polish
FJ Hebrew

GX BUSINESS EDUCATION

Accounting
GH Business Administration
GI Secretarial Science

MISCELLANEOUS

NC Driver and Safety Ed
ND Library Science
NJ Environmental Studies
NR Computer Science
NT Guidance Counselor

OX FINE ARTS

PX HUMANITIES

PR Academic Study of Religions
PS Philosophy

SPECIAL EDUCATION

SA Mentally Handicapped
SB Speech Correction
SC Orthopedically Handicapped
SE Emotionally Disturbed
SH Teacher of Homebound
SK Education of the Blind
SL Education of the Deaf

VA AGRICULTURE

VB Business Education
VD Distributive Education
VH Home Economics
VT Vocational Technical

BILINGUAL EDUCATION

YA Bilingual French
YB Bilingual German
YC Bilingual Greek
YE Bilingual Russian
YF Bilingual Spanish
YH Bilingual Italian
YI Bilingual Polish
YJ Bilingual Hebrew
YK Bilingual Arabic

GM Distributive Education

YL Bilingual Other

YM Bilingual Vietnamese

YN Bilingual Korean

YO Bilingual Yugoslavian

YP Bilingual Chaldean

YR Bilingual Chinese

YS Bilingual Filipino

X AGRICULTURAL EDUCATION

IX INDUSTRIAL ARTS

JX MUSIC EDUCATION

HOME ECONOMICS

LX ART EDUCATION

ZA

AREAS OF SPECIALIZATION

Early Childhood Pre-K & K

ZD

Middle School 5 thru 9

MX HEALTH PHYS ED & RECREATION

ZE General El K-6

MA Health

MB Physical Education

MD Recreation

MH Dance