

**AGREEMENT BETWEEN BURR OAK BOARD  
OF EDUCATION  
AND  
BURR OAK EDUCATION ASSOCIATION AND  
THEIR REPRESENTATIVE  
SOUTHWEST MICHIGAN  
EDUCATION ASSOCIATION**

**NOVEMBER 23, 2009**

## ARTICLE I

### AGREEMENT & RECOGNITION

Section A. This Agreement is entered into this 15<sup>th</sup> day of September, 2009 between the Burr Oak Board of Education, hereinafter called the "Board" and the Southwest Michigan Education Association, hereinafter called the "S.M.E.A.", and its respective affiliate, The Burr Oak Education Association, hereinafter called the "Association". \*SMEA abbreviation for Southwest Michigan Education Association.

Section B. The Board recognizes the SMEA as the sole and exclusive bargaining agent for all certified personnel employed by the Burr Oak Board of Education under contract or on approved leave including classroom teachers, school librarians, teaching specialists, and guidance counselors. All other employees of the Board are excluded from this Agreement including: superintendent, Principals, Athletic Directors, Administrative Assistants, and substitute teachers. The Board agrees not to negotiate with or recognize any teachers organization other than the SMEA and its respective affiliate, the BOEA for the duration of this agreement.

Section C. The SMEA recognizes and designates the Burr Oak Education Association (hereinafter referred to as the Association) as the administrator of this contract including the processing of grievances.

Section D. The terms of the agreement shall be applied to all teachers of the bargaining unit and any references to one gender shall include the other gender.

Section E. Teachers working less than full time shall receive benefits on a pro-rata basis. Pro-ration would be based on:

A. Amount of hours taught

Example: teaching three hours a day would be  $\frac{3}{7}$  of the benefits in a seven hour day.

## ARTICLE II

### MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities and the exercise thereof conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States. Such rights shall include, by the way of illustration and not by way of limitation, the right to:

1. Administer and control the district's facilities and equipment, and direct the operations of the district.
2. Make assignments, direct the work of all its personnel, and determine the hours of service and starting times.
3. Establish or modify any conditions of employment, but not contrary to the specific and express terms of this Agreement.
4. Determine and provide the services, equipment and supplies necessary to continue its operation. An individual employee and/or Association shall be given the opportunity to express an opinion as to the provision of such services, supplies and equipment prior to a recommendation to the Board.
5. Adopt Rules and regulations.
6. Determine and specify the qualifications of employees.
7. Determine the number and location or relocation of its facilities.
8. Determine the financial polices, including all accounting procedures.
9. Determine polices pertaining to public relations.
10. Determine the administrative structure, its functions, authority, and the amount of supervision.
11. Determine the criteria for the selection and/or training of employees.
12. The above provisions shall be exercised by the Board in conformity with the terms of the master Agreement.

## ARTICLE III

### ASSOCIATION AND TEACHER RIGHTS

Section A The Board and the Association agree that pursuant to the Michigan Public Employment Relations Act, MC L 423.201 et seq., each bargaining unit employee of the Board shall have the right to organize, join and support the Association for the purpose of engaging in collective negotiation or bargaining and other lawful concerted activities for mutual aid and protection. The Board and the Association will not directly or indirectly discourage, deprive or coerce any bargaining unit employee in the exercise of any rights conferred by the Act or other laws of Michigan or the constitutions of Michigan and the United States. No bargaining unit employee shall be discriminated against with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association or by reason of involvement in collective bargaining negotiations, or the assertion and processing of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment covered by this Agreement.

Section B. Nothing contained herein shall be constructed to deny or restrict to any Burr Oak bargaining unit member rights he may have under the revised school code or other applicable laws and regulations.

Section C. The B:O.E.A. and its representative, with the approval of the Board or the delegated representative shall have the right to use the school building facilities at mutually agreed hours for meetings.

Section D. Duly authorized representatives of the bargaining unit and their respective affiliates shall be permitted to transact official BOEA(SMEA) business on school property, provided that this shall not interfere with or interrupt normal school operations. The BOEA (SMEA) may use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio visual equipment when such equipment is not otherwise in use. The BOEA (SMEA) shall pay for the cost of all materials and supplies incident to such use.

Section E. Designated bulletin boards and other established media of communication shall be made available to the BOEA (SMEA) and its Burr Oak bargaining unit members. The BOEA (SMEA) may use the district mailing list and teacher mail boxes for communication to Burr Oak bargaining unit members.

Section F. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the BOEA (SMEA) shall not be denied to any Burr Oak bargaining unit member because of race, creed, sex, marital status, or national origin.

Section G. The rights granted herein to the bargaining unit members shall not be granted or extended to any competing labor organization.

Section H Michigan Child Protection Law, MCL 772.621, et seq.

A school administrator, school counselor, social worker, nurse, regulated child care provider, or teacher, among others, has a legal duty to immediately report suspected child abuse or neglect to the Family Independence Agency. Regardless of the source of the information, if the professional staff member has a reasonable cause to suspect child abuse or neglect by "any person," the report must be made. This duty preempts all privileged communications except for the attorney-client privilege. People v Caviani, 172 Mich App 706 (1988). The identity of a reporting person and the records of the FIA investigation are confidential subject to disclosure only as provided by the statute. MCL 722.627. A person acting in good faith who makes a report or assists in any other requirement of law is immune from civil or criminal liability which might otherwise be incurred. MCL 722.625

Section I. The Board agrees to furnish the BOEA (SMEA) in response to written requests the following materials:

1. Annual Financial reports and Audits after approved by the Board.
2. Minutes of all Board Meetings after they have been approved.
3. Membership data, names and addresses of all teachers and positions of all teachers on the salary schedule.
4. Information which may be necessary for the BOEA (SMEA) to process a grievance or complaint.

Section J. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless such action of the teacher adversely affects his performance as a teacher. (It is understood the law supersedes this issue).

## ARTICLE IV

### CONTINUITY OF OPERATIONS

Section A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act.

Public Employment Relations Act, MCL 423.201 et seq., prohibits strikes and imposes financial penalties upon strikers.

Section B. The parties specifically recognize the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or the mediator from such public agency, or an arbitrator appointed pursuant to this agreement. The parties agree to be bound by any lawful order or award thereof, by a judge or an arbitrator, but excluding a mediator.

Section C. The parties also agree that it will not, 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 Relation Act.

Section D. The number of student and teacher days shall be set forth in the school calendar.

When conditions not within the control of the school authorities, such as, but not limited to, severe storms, fires, epidemics or health related conditions, result in the closing of school, teachers shall be excused from reporting to duty without loss of pay, except that teachers shall not be paid of any rescheduled days. Teachers who were scheduled to be on paid leave (e.g. sick leave, personal days, etc.) on a day when school is closed shall not have such day charged against their leave benefits.

If days when schools are closed may not be lawfully counted toward the annual instructional minimum required by law so as to qualify the district for full state aid, the Association and the Board shall as soon as possible negotiate a successor provision including number of instructional days to be rescheduled, The method for rescheduling lost days and length and content of such instructional day, provided, however, that any such make-up days shall not, unless mutually agreed, be rescheduled during the Christmas or Spring recess.

To the extent that any other provision of the collective bargaining agreement shall be inconsistent with the foregoing, such provisions shall be null and void to the extent of the inconsistency.

The school calendars set forth in the master agreement and may not be altered without the agreement of The Association except as hereinafter set forth. Additional days will be scheduled only as make-up days in the event that school closings are necessitated which otherwise would reduce the days of instruction required for the 2008-2009 or 2009-2010 school years to qualify for full state aid. If instructional days have to be rescheduled to qualify for full state aid, the make-up days shall be added at the end of the school year, unless otherwise mutually agreed.

Section E. The Association and the Board shall bargain each succeeding year's calendar beginning on or before March 15 of the current year. The calendar agreed to at this time shall take effect even if no successor agreement has been reached and shall become part of the successor agreement to the extent that it specifies the calendar for the first year of such an agreement.

The bargaining shall be conducted by a team of representatives from the Board and the Association following the usual laws, rules and procedures that govern collective bargaining in the state of Michigan.

## ARTICLE V

### NEGOTIATION PROCEDURE

The subject areas addressed by these provisions are governed by law. The Michigan Employment Relations Commission establishes the rules for collective bargaining and determines when bargaining is required, including the lawfulness of any measures taken by either party. To shorten this we can agree on periodic meetings to administer the collective bargaining agreement.

Section A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties, may be subject to professional negotiations during the period of this Agreement upon mutual agreement of both parties. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

Section B. In any negotiations, neither party shall have any control over the other party as to the selection of the negotiating or bargaining representatives from within or without the school district.

It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority of the membership of the Burr Oak bargaining unit members, 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 for bargaining, subject only to such ratification.

Section C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of M.E.R.C., or take any other lawful measures it may deem appropriate.



**ARTICLE VI**  
**PROFESSIONAL GRIEVANCE PROCEDURE**

Section A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order, or regulation of the Board pertaining to the teachers or the Association may be processed as a grievance as hereinafter provided.

Section B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal, either personally or accompanied by his Association representative. The grievance must be filed within thirty (30) calendar days (365 day calendar) of the violation, misinterpretation or misapplication.

Section C. If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure through the Association on the form set forth in annexed Appendix D, 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.

Section D. Within fifteen (15) calendar days of receipt of the grievance, the principal shall indicate his disposition of the grievance in writing within the fifteen (15) calendar day period and shall furnish a copy thereof to the Association.

Section E. If the Association is not satisfied with the disposition of the grievance, or if no disposition of the grievance has been made within the fifteen (15) calendar days from the original filing, then the Association may within twenty (20) calendar days from the original filing date transmit the grievance to the superintendent. Within fifteen (15) calendar days, the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing with a copy furnished to the Association.

Section F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within the thirty-five (35) calendar days from the original filing date, the grievance may then be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board within forty-five (45) calendar days of the original filing. The Board, no later than its next regular meeting or within two (2) calendar weeks (whichever shall be later), shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association.

Section G. If the Association is not satisfied with the disposition of the grievance by the Board within thirty (30) calendar days, the grievance may be submitted to arbitration. The American Arbitration Association in accord with its rules shall govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Therefore, there shall be a meeting between the Association and the Board ten (10) calendar days before arbitration to review all information for both parties. The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

Section H. The fees and expenses of the arbitrator shall be equally shared by the parties.

Section I. If any probationary or tenure teacher for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of this contract, he shall be reinstated with full reimbursement of all professional compensation lost. If any teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

Section J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement to the parties. In the event a grievance is filed with the principal after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the parties shall process such grievance prior to the end of the school term or as soon thereafter as possible.

Section K. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution,

## ARTICLE VII

### TEACHING HOURS

Section A. No teacher shall be required to report for duty earlier than (15) minutes before the opening of the pupils' regular school day. Teachers are expected to be at their teaching stations ten (10) minutes before their classes commence in the morning. The administrator of the building shall be called if a teacher expects to be late to class.

Section B. Teachers repeatedly not complying with the proceeding will receive a verbal warning in the presence of the BOEA (SMEA) and administration representative. If this is not heeded, written warning will be sent by the Administration, and if necessary, a hearing will be held with representatives from the BOEA (SMEA), the Administration, and the Board of Education.

Section C. Teachers may leave fifteen (15) minutes after the end of the regular student day except when requested to stay by a student needing extra help, by a parent requesting a conference for his or her child or because of a scheduled staff meeting.

Section D. Elementary teachers will be provided with one (1) twenty (20) minute relief period each day during PE time or other assigned time by the administration.

Section E. All teachers shall be entitled to a duty free lunch period consisting of a minimum of thirty (30) minutes. Elementary teachers will have forty (40) minutes and will get out ten minutes later in the day.

Section F. All teachers shall be granted one (1) conference period per day. The times shall be equal to one class period normally scheduled. The Association agrees that the class period may be extended to a 50 minute period for accreditation purposes. This conference period will be scheduled within the seven (7) period day excluding the lunch period. Teachers may not be required to cover a class during their conference period.

Section G. Part-time teachers shall not be required to report to work except to cover their assignments on scheduled half-days.

They shall not be required to attend staff meetings unless the meetings are about their assigned schedule.

Part-time teachers shall be required to attend Parent-Teacher Conferences and shall be granted three (3) class periods of comp time to be taken at the teacher's discretion with five (5) days advance notice.

**ARTICLE VIII**  
**TEACHING CONDITIONS**

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

Section B. Students should not be allowed in the school buildings until ten (10) minutes before regular classes begin unless there is inclement weather as determined by the building principals.

Section C. An elementary teacher with a combination of two grades will not have more than twenty (20) students in his classroom.

Section D. Parent-Teacher Conferences may be held two (2) times during the school year. Teachers will attend an evening conference period, or periods, and be compensated through an equal amount of release time on a date, *or dates*, agreed to on the calendar. Teachers are responsible for the scheduling of their own appointments on the assigned conference days.

## ARTICLE IX

### STUDENT DISCIPLINE AND TEACHER PROTECTION

Section A. The teacher's authority and effectiveness in the classroom is strengthened when there is positive support from the Administration. The Board recognizes its responsibility to give all reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom.

Section B. A teacher may remove a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes continued presence of the student in the classroom intolerable. In such cases, the teacher will notify the principal immediately and then furnish their principal full particulars of the incident in writing by the end of said school day.

Section C. Any case of assault or legal action upon a teacher while acting within the scope of his duties shall promptly be reported to the Board of its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

Section D. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty during normal teaching day or supervision of extra-curricular activities providing no negligence was shown on the part of the teacher. If there is a cash amount it can not exceed \$200 dollars.

Section E. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel in the event the action was in accordance with rules and regulations of the Board.

Section F. The Board will provide without cost to the teacher, public liability and accident coverage in an amount of not less than \$100,000.00 for each accident in the course of their work, including driver education teachers, athletic coaches, and faculty sponsors of extra-curricular activities.

Section G. When a complaint is received and/or when questionable methods of discipline and/or instruction have been used by a teacher, the teacher will be notified by the Administration within three (3) school calendar days following such complaint. The following procedure will be followed:

1. If the complaint is by a parent of a student, the Administration will refer the parent to the teacher involved as a first step toward resolving the problem.
2. The Administration will hold a conference or conferences with the teacher, and the complaint and/or questionable methods of discipline and/or instructions will be discussed. No written record other than the date and nature of the conference will be kept.
3. If the same complaints and/or questionable methods of discipline and/or instruction continue to be used by the teacher, another conference will be called and a complete written report will be given to the teacher within three (3) school calendar days following said conference. A designated building representative of the BOEA(SMEA) will be notified of this conference by the Administration, and a designated representative of the BOEA (SMEA) will attend the conference if the teacher so desires. The teacher may file a written response to the complaint and/or questionable methods of discipline and/or instruction which will be attached to said written report.
4. Specific instructions will be given in writing and verbally to help this teacher

to correct the improper procedures. It will then be expected by the Administration that the specific written instructions will be followed.

5. If further complaints are received, the Board of Education may proceed with disciplinary procedures against the teacher as outlined by the Teacher Tenure Act.

Section H. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.

Section I. Placement of students with discipline problems is up to the Board and superintendent as by law.

Section J(See attachment A)

Michigan Freedom of Information Act, MCL 15.213 - The Bullard-Plawecki Right To Know Act, MCL 424.501 addresses access to and content of a personnel file.

No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notification or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. Should material placed in the file be determined inappropriate or in error, by the superintendent or through the grievance procedure, the material will be corrected or expunged from the file, whichever is appropriate.

\*\*\* Understanding MCL 380.120b the required unprofessional conduct check. \*\*\*

Section K. Both the Employer and Association recognizing the importance of seeking to inspire students to develop respect for truth, a recognition of individual freedom, social responsibility and the democratic tradition and an appreciation of individual personality are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint, and in which academic freedom for teacher and student is guaranteed. No special limitation shall be placed upon study and investigation of facts and ideas concerning man, human society, the physical and biological world or other branches of learning within the Board approved curriculum.

#### GRADING

If there is a conflict with a grade. No change unless the teacher and administration agree on such change

The Revised School Code eliminated Section 1249(GRADING) of the previous School Code by repeal.

The Board does pledge to notify bargaining unit members of such policies and procedures and furnish each with a copy. or State revision of law in this area.

See Attachment B in regards to Family Educational Rights and Privacy Act

## ARTICLE X

### TRANSFERS, VACANCIES AND ASSIGNMENTS

Section A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position will be made in writing on forms furnished by the Board, one copy of which will be filed with the superintendent, each building administrator concerned, and one copy will be filed with the Association.

1. The application set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications.
2. This will be for the consideration of future vacancies as well as existing vacancies, but the request made in one year will not be held for future years.
3. Applications will be submitted by May 15.
4. Disposition of application will be completed by July 15.

Section B. Whenever a vacancy arises, the superintendent will notify the Association and post notice of the same on a bulletin board in each teacher's lounge for no less than two (2) calendar weeks before the position is filled. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure in addition to the procedures heretofore outlined shall be followed:

1. Teachers with specific interests in possible vacancies will notify the superintendent and each building principal of their interest, in writing, during the last regular week of school and shall include a summer address, if different from the regular or the normal address.
2. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the superintendent, by certified or registered mail to the address provided in paragraph #1.
3. The teachers so notified shall have the responsibility of contacting the superintendent indicating their interest in said position within two (2) calendar weeks from postmark of such notification.

Section C. If the teaching assignment is to be changed by the Administration, the teacher who is remaining in the system will be notified by July 15. New teachers joining the staff will be given their proposed teaching assignment in writing as soon as possible. Exempted from this notification are transfers of assignments that are occasional because of necessary reduction in personnel.

1. If the teacher objects to an involuntary transfer or assignment, the teacher may then write a statement of his objections to such transfer or assignment and have it placed in his school file. The statement of objection must be signed by the affected teacher and acknowledged with the signature of the superintendent.

Section D. Any assignments in addition to the normal teaching schedule during the regular school year, including extra-curricular duties enumerated in Appendix B, shall not be obligatory but shall be with the consent of the teacher.

1. The association recognizes the adult resources available in the community and encourages the idea that these people be used in extra-curricular duties. If such resource people are used, they should be paid according to the schedule set forth in Appendix B of this Agreement.

## ARTICLE XI

### SENIORITY, LAYOFF AND RECALL PROCEDURE

Section A. On or by September 30th, the Board will provide a seniority list to the Association. Seniority is defined as length of unbroken service, of an Association member, which is computed from his first day of work in the Burr Oak Community School system. Individuals having the same beginning date of work will be placed in alphabetical order on the seniority list. The seniority list shall also include the certification for each teacher and past teaching experience. The Board reserves the right to consider past experience when placing teachers that have the same starting dates, but placed on the seniority list by alphabet.

Section B. The seniority list shall be published and posted by the Administration on or by September 30th of the school year. Revisions and updates of the seniority list shall also be published and posted within two (2) weeks following Board action that affects this list. Copies and subsequent revisions shall be forwarded to the Association.

Section C. All seniority is lost when employment is served by resignation, retirement, discharge (for just cause,) or transfer to a non-bargaining unit position. Seniority is retained if severance of employment is due to layoff. In case of layoff, Association members so affected shall retain and remain at that seniority which was accumulated as of the effective date of layoff.

Section D. Seniority shall continue to accumulate up to one year when Association member is on leave granted by the Board.

Section E. Layoff shall be defined as the necessary reduction in the work force due to decreased student enrollment or shortage of revenues to meet the expenditures of the total district's operation.

If a lay-off is deemed necessary the Board will determine which position(s) is (are) to be reduced. Once the position(s) have been identified the following procedure will be used:

Beginning with the highest seniority member who's position has been reduced the member will be given the right to bump a lower seniority member. The member to be bumped shall be selected by comparing the certifications and qualifications required to fill the teaching assignment of the lowest member on the seniority list. If the member who's position has been reduced has the proper certifications and qualifications to fill the teaching position of the lowest seniority member then that member may be bumped by the higher seniority member.

If the certifications and qualifications of the member whose position is to be reduced does not possess the proper certifications and qualifications then the certifications and qualification of the next highest member on the seniority list will be compared. This comparison procedure will continue until such time as a position filled by a lower seniority member is found that the member whose position is to be reduced can fill based upon certifications and qualifications. If the member whose position is being reduced does not possess the proper certifications and qualifications to fill any of the positions held by lower seniority members then that member will be laid off.

Once the highest seniority member whose position has been reduced has exhausted the bumping procedure the next highest seniority member whose position has been reduced or who has been bumped shall have the opportunity to bump following the same procedure. Once all members have exhausted the bumping procedure any member who remains without a teaching position shall be subject to lay-off.

It is the express intention of this procedure that the district will retain the highest seniority members possible in any lay-off situation.



The Board assumes the responsibility to provide notice of the reduction of position, possible lay-off and right to bump to the effected members in a timely manner so that all notification deadlines specified in this Article can be met. A member whose position is to be reduced may waive their right to bump and accept the lay-off on a voluntary basis. Each effected member shall notify the Superintendent of their intentions to bump, or to waive their right to bump, in writing within five (5) days of receiving notice that their position is being reduced.

All Association members shall be notified of their employment status for next fall on or by June 30th and/or at the time that foreseen cuts are caused due to executive orders at the state level, federal funding, state funding, local funding and/or declining enrollment in which any or all of these may be cause for employees status to change.

Section G. Laid-off Association members shall be recalled to the first vacancy for which they are certified and qualified in reverse order of layoff and by the guidelines above. It shall be the responsibility of the laid-off member to notify the Superintendent of any changes in their certifications or qualifications that may occur during the period that they are laid off.

Section H. A laid off Association member shall be considered laid off until he is reinstated by the Board in the district according to the time limits set by the Tenure Act of 1993. .

Section I Notification of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified or registered mail to the Association member's last know address that is recorded in the superintendent's office. It shall be the responsibility of each Association member to notify the Board of any change in address.

Section J. Recalled Association members shall continue their accumulative sick leave benefit from that point where the Association member was laid off.

Section K. All Association members subject to layoff shall receive fringe benefits as provided in their contract through the month of August in that given school year in which they were laid off.

Section L A laid off Association member shall, upon application, be granted priority status in the district's substitute teacher list.

Section M. A laid off teacher may continue his/her insurance pursuant to the provisions of COBRA. It shall be the Board's obligation to give notice of this right to each teacher. Failure to provide such notice will continue to be the Board's obligation to provide insurance benefits until such notice is provided.

Section N. During a period of impending layoffs, the Board agrees to review and consider requests for voluntary leaves of absence of Association members who wish to make such a request.

Section O. For the purposes of this Article, certified and qualified shall mean that the teacher:

- a. Possess a major or minor appropriate to his/her assignment; and
- b. Meets all applicable standards for "highly qualified" teacher under the No Child Left Behind Act, including NCLB Final Regulations and the Michigan Definitions for Identifying Highly Qualified Teachers as approved by the state Board of Education.
- c. Possesses the proper Michigan teacher certification(s).

## ARTICLE XII ILLNESS AND DISABILITY

Section A. Any teacher who is absent because of an injury or disease compensable under Michigan's Workman's Compensation Law shall receive from the Board the difference between the allowance under Workman's Compensation Law and his regular salary for the duration of the contract year with no subtraction of sick leave.

Section B. All teachers with sick leave credits in excess of ninety (90) days as of September 1, 1976, will retain and be able to use those excess days. Any such day of the excess amount used shall not be replaced from any source

Section C. Sick leave will be ten (10) days per year accumulative to ninety (90) days.

Section D. A teacher who has exhausted his cumulative sick leave may request up to thirty (30) days of additional sick leave upon approval of the Board of Education.

Section E. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox, shall suffer no diminution of compensation and shall not be charged with sick leave for these disease.

Section F. PHYSICAL EXAMINATIONS.

1. If a teacher is absent for three (3) consecutive days and/or it appears that the individual teacher is unable to do his or her assigned responsibility because of a possible health condition, the Board reserves the right to ask the teacher to submit a health statement from a qualified physician as to his or her physical ability to perform the assigned task. If requested by the District, this will be at the expense of the District, and the doctor will be selected by mutual agreement of the teacher and the Administration.

2. In cases of three (3) consecutive days of illness, a health statement from a medical doctor or osteopath may be required before returning to work. This will not be at the expense of the school district.

3. New employees may be requested to have physical examination within thirty (30) working days from the date of employment. If requested, the applicant may have the physical examination by his or her family medical doctor at his or her expense or if the applicant chooses, the physical examination will be paid for by the District but the doctor being selected by mutual agreement of the employee and the District.

Section G. The Board and Association agree to establish a Sick Leave Bank. All certified professional personnel of the Association with two (2) years of service in the District may participate in the bank each year. **The open enrollment period for all certified teachers with at least two or more years of service to the district shall be September 1 through September 30 of each year. Each teacher wishing to enroll must provide a written notice to the Superintendent's office and a copy of this written notice shall be given to the President of the Association. A Master list of all certified teachers enrolled each year in the sick leave bank shall be provided to the Association President. Individuals choosing to leave the sick bank in an open enrollment period waive all rights to any sick days donated to the sick bank during the period they are no longer enrolled in the sick bank. Individuals wishing to leave the sick bank must also provide a written notification to the Superintendent during the aforementioned open enrollment period. A copy of this notification shall be provided to the Association President and the Master list will be adjusted to reflect this change.**

1. Each participant who has a minimum of two (2) years in the District may enroll in the bank and will donate one (1) day of his sick leave to the bank. **This will reduce the wellness incentive pay by 1 day. Every four years each participant in the sick bank will contribute an additional ½ day to the bank which would be reflected by the wellness incentive pay. This will take**

effect beginning the 2007-2008 instructional year.

1. **The number of days shall be determined by the number of eligible teachers on staff as of the first day of school.** This number shall be reported to the Association, in writing, by the Board's designated representative. **Staff added during the school year will become eligible as of their two-year anniversary date and must donate one day within ten (10) days of said anniversary date. Subsequent donation of days for the sick leave bank will follow the normal calendar as specified in Section G.**
2. Sick Leave Bank accumulation shall not exceed one hundred and eighty (180) days. **In the event the sick bank has reached its cap of 180 days during the open enrollment period the sick bank shall be reduced by the number of new teachers joining the sick bank in that given year. For purposes of clarifying this, the "new teacher" shall be defined as a teacher that has never enrolled in the sick bank and joins it for the first time. Teachers currently enrolled within the sick bank shall not count towards the reduction of sick bank days in any given year.**

When the bank has been reduced to a total of sixty (60) days, teachers enrolled in the Sick Leave Bank will be required to donate one (1) day of their sick leave to the Sick Leave Bank. A teacher cannot donate more than two (2) days of his sick leave per year. **In the event more than one day is donated, only the initial enrollment day will affect the wellness incentive pay. (Exception see Sec. G, #1)**

4. A teacher enrolled in the Sick Leave Bank will not be covered by the bank until his/her own accumulated sick leave has been exhausted plus a five (5) working day waiting period before drawing from the Sick Leave Bank.

5. A maximum of ninety (90) consecutive days for each incident from the Sick Leave Bank. **(Incident is defined as an occurrence of an action or situation that is a separate unit of experience.)**

6. Teacher withdrawing sick leave from the Sick Leave Bank will not have to replace these days except as a regular contributing member of the bank

7. A teacher withdrawing days from the Sick Leave Bank must submit in duplicate a Medical Report, the original to be submitted to the Board and the duplicate submitted to the Association. Additional medical reports must be submitted every three (3) weeks while in the bank.

8. The Sick Leave Bank shall be controlled by two (2) representatives of the Association, two (2) representatives of the Board, and the superintendent.

9. A person withdrawing from membership in the Sick Leave Bank **or the district** will not be able to withdraw the contributed days.

Section H. Illness or disability leaves will be granted and paid for as any other temporary disability. The teacher involved will have the following options:

1. To take an unpaid leave of absence for up to one year, with an annual extension available on consent of the Board.
2. To use accumulated sick leave from the time disability begins until she is physically able to return to work. The beginning and ending of the temporary disability is solely at the discretion of the attending physician.
3. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, will be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year, and the leave may be renewed each year upon written

request by the teacher.

- a. Upon return from such leave, a teacher will be granted reinstatement to the first available position for which said teacher is qualified.

## **ARTICLE XIII PROFESSIONAL AND PERSONAL LEAVE**

Section A. At the beginning of every school year, each teacher shall be credited with two (2) non-accumulative days to be used for the teacher's professional business. Professional business days may be used for any educational purpose at the discretion of the teacher. The teacher planning to use a professional business day shall notify his principal at least one week in advance of his absence. Examples of professional business days are as follows:

1. Visitation to view other instructional techniques or programs.
2. Conferences, workshops, or seminars conducted by colleges, universities, and the MEA and NEA and/or affiliate departments thereof for classroom instruction.

Section B. The Board agrees to reimburse the teacher for fees accrued for the above specified items in Section A.

Section C. No more than two (2) teachers may use a professional business day on any given school day. Preference will be given to the first two (2) applicants.

Section D. At the beginning of every school year, each teacher shall be credited with two (2) non-accumulative days to be used for the teacher's personal business.

Section E. Teachers requesting extended weekends, holidays, or vacations may use personal or sick days. No more than two (2) days per year per teacher may be used for the above purposes. No more than two (2) teachers may use the extended teachers request the same day(s), the seniority list will be used, working from the top down. Once you have used the extended leave you will go to the bottom of the seniority list for that purpose.

Section F. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matters shall be paid in full salary minus any compensation received for such time spent on jury duty or giving testimony.

Section G. ASSOCIATION DAYS. At the beginning of the school year, the BOEA(SMEA) will be credited with seven (7) "Association" days which it may use at its discretion for official business of the BOEA(SMEA) paying normal substitute remuneration to the Board for each such day used. No more than two (2) teachers shall use such a leave day at a time.

Section H. Teachers may use up to three (3) of their accumulated sick leave for funeral leave in their immediate family defined as husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, and grandparents. Additional days may be granted by the Board and or administration.

## **ARTICLE XIV SABBATICAL LEAVE**

Section A. Teachers who have been employed for seven (7) consecutive years by the Board may be granted an unpaid Sabbatical Leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institution and travel which will improve the teacher's ability to teach.

Section B. Teachers on Sabbatical Leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.

Section C. A teacher returning from Sabbatical Leave shall be restored to his teaching position or to a position of like nature, seniority, status and pay.

## ARTICLE XV

### UNPAID LEAVE OF ABSENCE

Section A. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for the military duty in any branch of the Armed Forces of the United States. The teacher may retain his seniority, same position on salary schedule and opportunity for first possible vacancy if he returns after period of military obligation.

Section B. A leave of absence of up to one (1) year will be granted to any teacher upon written application for the purpose of engaging in study at an accredited college or university related to his professional responsibilities. Upon return from such leave, a teacher will be reinstated to his former position.

Section C. Leave of absence for one (1) year, without pay may be granted to a teacher for the purpose of child care for the teacher's child, at birth, or adoption, or for a serious health condition. The child care leave may be renewable for a second year upon request to and approval by the Board of Education.

A health leave of absence without pay may be granted for a period of one (1) school year to a teacher for illness and or disability, upon written request from the teacher. Such request shall be accompanied by a statement from the attending physician that the illness or disability prevents the teacher from performing the duties and responsibilities of the teacher's position and the date the teacher will likely recover and be able to return to work.

## **ARTICLE XVI PROFESSIONAL BEHAVIOR**

Section A. The BOEA(SMEA) recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in performance, or other violations of discipline by a teacher reflects adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction will follow the procedure outlined in Article IX entitled Student Discipline and Teacher **Protection, Section G, parts 2, 3, 4, and 5, as a means of** reaching satisfactory solution to the problem.

Section B. A teacher will be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action will be taken with respect to the teacher until such representative of the Association is present. Therefore, in the event that an Association representative is not available at the time of the conference established by the administration, another member of the bargaining unit will be appointed by the teacher to enable the conference to continue at the designated time.

Section C. No teacher will be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in compensation or advantage, will be subject to the professional grievance procedure. All information forming the basis for the Association disciplinary action will be made available to the teacher. It is expressly understood that the just cause clause will not pertain to extra-curricular assignments.

Section D. Any material, incidents or performance which is deemed by the administration to be improper or unsatisfactory shall be brought to the attention of the teacher, in writing, within seven (7) calendar days, excluding Christmas and Spring breaks, following the administration's knowledge of the incident, or shall be considered dropped and dismissed.



**ARTICLE XVII**  
**IN-SERVICE PROFESSIONAL EDUCATION**

Section A. In recognition of the rapidly expanding fields of knowledge in the social and scientific fields, the parties hereby agree to establish an In-Service Education Committee composed of two (2) elementary teachers, two (2) secondary teachers appointed by the Administration, and the respective principals.

Section B. The committee shall organize itself and assume responsibility for the planning and conducting of the in-service education of all professional teaching personnel.

Section C. In recognition of the importance of improving the educational program of the District, the Board agrees to schedule in-service programs each semester for teachers to engage in meaningful educational activities. In the event of a half day, students will be dismissed at 11:15 a.m.

## **ARTICLE XVIII**

### **PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

It shall be a condition of employment that all teachers employed shall, within 15 days after the ratification date of this agreement or 15 days after the commencement of employment, whichever comes later, sign and deliver to the Board an authorization for deduction of membership and fee payer dues of the Association to be deducted from their pay in equal installments to be completed prior to June 1 of each contract year.

In the event a teacher shall not pay such representation service fee directly to the Association or authorize payment thereof through payroll deduction, the Board shall, upon completion of the procedures contained herein, at the request of the Association and pursuant to MCL 408.477; MSA 17.277(7), deduct the fee from the teacher's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal installments as nearly as may be made from the paycheck of the teacher.

The Association in all cases of mandatory fee deduction pursuant to MCL 408.477; MSA 17.277(7) shall notify the teacher in writing of non-compliance. Said notice shall detail the non-compliance and shall provide 10 days for compliance, and shall further advise the employee that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the fee or fails to authorize deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for mandatory fee deduction from the Association shall provide the teacher with an opportunity for a due process hearing. This hearing shall address the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction of same.

A teacher contesting the appropriate amount of the fee to be deducted, must exhaust the internal administrative procedures of the Association. When a teacher objects to the appropriate amount of the representation service fee, the amount of the deduction contested shall be placed in an escrow account as may be required by law until a determination of the appropriate amount of the deduction has been determined.

The remedies of such procedures shall be exclusive, and unless and until such procedures, including administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this provision shall be subject to the grievance procedure set forth in this Agreement or to any other administrative or judicial procedure.

The Association will certify at least annually to the Board and at least fifteen (15) days prior to the first payroll deduction for the representation service fees, the amount of said fees to be deducted and certify that said fees include only those amounts permitted by the Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Association service fee collection and objection procedures. The Association agrees, upon request from the Board, to provide to the Board for its review a copy of the Association's current policy and procedures regarding teacher objections to Association fees and/or expenditures, together with a copy of all materials annually distributed by the Association and its affiliates to teachers who choose not to join the Association and/or object to the representation service fees.

The Association agrees to indemnify and hold the Board, including such individual board members and its agents, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability and expense, including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action or legal stance taken by the Board for the purpose of complying with this section. The Association pledges that it will not contest in any way the enforceability of this provision or seek to be excused from the commitment herein and that it will intervene in and defend against any legal action from any party seeking to have this provision voided to any extent when requested by the Board.

Section B. With respect to all sums deducted by the Board pursuant to this contract whether for Professional Dues or Representation Benefit Fee, the Board agrees promptly to disburse said sums upon directions of the Association. The Association will be notified of which teachers dues have been taken from, monthly.

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

Section C. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, and other plans or programs jointly approved by the Association and the Board.

**ARTICLE XIX**  
**PROFESSIONAL COMPENSATION**

Section A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this Agreement.

Section B. All teachers shall be given full credit up to five (5) years on the Salary Schedule set forth in Appendix A for full years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency.

Section C. In the event that the Administration finds it necessary to assign an absent teacher's class to any other teacher or librarian, said teacher or librarian shall be compensated at the rate of  $2/7^{\text{th}}$ 's of the substitute teacher's salary (currently \$80) for each period during the date that such an assignment is made.

Section D. Each Year, those people at the top of the salary schedule will receive a pay increase in the following manner. The average will be figured using the present years base and the present years top to date salary. These will be added together then divided to find an average. The same percent used on the base will be used to figure the increase plus step for those off the schedule.

Section E. The school counselor shall be required to work five (5) additional days prior to the beginning of the school year and five (5) additional days following the last day of work for teachers in order to complete the duties of that position. The school counselor shall be compensated for the additional days at full pro-rata of actual salary based upon the number of actual work days for teachers in the district.

**ARTICLE XX  
INSURANCE**

Section A.

The Board shall provide insurance coverage to all full-time. The insurance coverage shall be as specified below and will take effect on October 1, 2006.

	PLAN A	PLAN B
Health plan	BCBS Community Blue PPO Plan 1 via MEBS Wrap	NONE
Prescription Plan	\$5/\$10 Prescription (See note 1)	NONE
Dental (see Note 2)	MEBS Dental Plan Preventative 50% Basic 50% Major 50% Orthodontics 100% \$1000 annual maximum per dependant \$1000 orthodontics lifetime maximum per dependant \$0 annual deductible 2 cleanings per year	MEBS Dental Plan Preventative 50% Basic 50% Major 50% Orthodontics 100% \$1000 annual maximum per dependant \$1000 orthodontics lifetime maximum per dependant \$0 annual deductible 2 cleanings per year
Vision (see Note 2)	BCBS Vision comparable to VSP2 Silver	BCBS Vision comparable to VSP2 Silver

Note 1: BASIC will reimburse Rx co-pays to employee, wrapping them down to \$5 generic drug co-pay, \$10 brand name drug co-pay, and one monthly co-pay on mail order 90-day supply.

Note 2: The Board will provide the same level of benefits for dental and vision specified above through either a self-funded plan or any licensed insurance company.

Section B:

Teachers not electing health insurance will receive a monthly payment of \$450.00 or the same amount as paid in August 2005 which may be applied toward insurance options available under the Board's Section 125 Plan or to any qualified 403b plan offered by MEA Financial Services or other appropriately licensed firms approved by the Board. The annuity shall be deposited by the 10<sup>th</sup> of the following month.

Section C:

Each member electing to take Plan A shall make a contribution to the District's health insurance premium of \$28.58 per pay period for the first 21 pay periods or in equal installments to total \$600 if fewer than 21 pays remain. This contribution will begin with the first pay period following ratification of this agreement. Those electing Plan B shall make no such contribution. All contributions shall be made through payroll deduction via a qualified Section 125 Plan.

**ARTICLE XXI**  
**TEACHER EVALUATION**  
**The purpose of Evaluation**

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. The ultimate goal of teacher evaluation is the improvement of instruction. Therefore, to the end, the following procedure has been agreed to in effort to accomplish the goals.

1. There will be a minimum of two classroom visitations per teacher per year at the rate of one per semester. The time and date will be arranged by mutual agreement between Administration and the teacher. At the discretion of the Administration, a tenure teacher may be visited only once.

The high school and elementary staff will be evaluated by their respective principals and/or superintendent. However, any administrator will have the option of evaluating any staff member if requested by another administrator or the teacher.

2. Following each classroom visit, the administrator will provide a written statement based on the classroom visit to be discussed with the teacher within five (5) school days and a copy of the statement will be given to the teacher. The teacher will put his signature on the written statement as an indication that he has seen it and received a copy. This signature shall not be constructed as an approval of the contents. This written statement will be part of the total evaluation, to be received by the teacher no later than five (5) days prior to the March Board of Education Meeting. The teacher may file a written response to either the classroom visit or the total evaluation of the teacher.

3. Any detrimental observations that are part of the total evaluation shall be written up and a copy shall be provided to and discussed with the teacher. Within five (5) school days, a teacher may respond in writing. Whenever possible, recommendation for improvement will be made.

4. The Administration shall:

- a. Explain and interpret the evaluation process to all teachers.
- b. Evaluate the work of teachers and make recommendations regarding tenure status to the superintendent.
- c. Help tenure teachers maintain high standards expected of those on tenure.

5. Classroom visitation will be written in paragraph form.

6. The attached form will be used in the total evaluation.

7. All written evaluations shall comply with the provisions of the Teachers Tenure Act of 1993.

8. The total evaluation will consists of classroom visitation and observations made throughout the course of the year.

In case of possible dismissal, the Board will notify the BOEA (SMEA) Representative prior to the Board meeting before notification of dismissal.

Each teacher will have the right, upon request to the proper administrator, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. No detrimental material may be placed in a teacher's file without his knowledge. Privileged information and college credentials will not be available to the teacher. Privileged information will not be defined as any evaluation, and/or monitoring of a teacher's work performance.

If the teacher believes that material to be placed in his file is inappropriate or in error, he may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected. If the teacher is asked to sign material placed in a teacher's file, such signature shall be understood to indicate his "awareness" of the material but in no instance will said signature be interpreted to mean agreement with the content of the material. A teacher who disagrees with the observation or recommendation may submit a written answer to be attached to the evaluation.

Mentoring -section 1526 of the Michigan School Code  
For information guidelines see administration

**ARTICLE XXII**  
**MISCELLANEOUS PROVISIONS**

Section A. If any provisions of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law or administrative ruling of the Michigan Department of Education, 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.

Section B. ACADEMIC FREEDOM

The parties seek to educate young people in the democratic traditions, to foster a recognition of the individual freedom and social responsibility, to inspire meaningful awareness of their respect for the Constitution and the Bill of Rights. Therefore, teachers will have freedom in the implantation of the curriculum. However, this does not exclude the right and the obligation of the principal to question, instruct, and direct whenever necessary as long as classes are uninterrupted by such activities thus causing embarrassment to the teacher in front of students. The Board retains the rights to establish curriculum.

Section C. Field trips will be available, upon Board approval, for both elementary and secondary teachers; to enhance the reality of the educational experience. The applicants will be notified within ample time of approval or non approval of the request



## **ARTICLE XXIII**

### **School Improvement Plan**

During the course of negotiations for a collective bargaining agreement, representatives of the undersigned parties have discussed the implications of Public Act 25 of 1990, Concerning school improvement plans. "SIP" as used in this agreement shall mean a School Improvement Plan, similar plan, programs, or processes such as "Site-based decision making", building improvement teams, "out-come-based" committees, or sub-committees of SIP.

The SIP committee shall be comprised of the following members:

- a. Four teachers, representing lower elementary, upper elementary, middle school, and high school appointed by the Association,
- b. One administrator of the district.
- c. Two school board members.
- d. Two parents selected by mutual consent of the Association and administrators.
- e. Two non-certified members selected by mutual consent of non-certified staff.
- f. Two at-large community members selected by the chairperson/administrator.
- g. Two students chosen by Site-Based Committee,

This SIP committee shall meet on a regular basis; it shall be empowered to make recommendations. Said recommendations shall be implemented by the Board of Education whenever possible.

The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the term "School Improvement Plan" or "Site-Based Decision Making Committee":

1. Participation by the employee is voluntary.
2. Participation or non participation shall not be used as a criteria for evaluation, discipline or discharge.

In the event any provisions of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

If SIP meetings or activities are scheduled during an employee's regular workday, an employee shall be released from duties without loss of pay to attend such meetings or activities.

**ARTICLE XXIV**

**DURATION OF AGREEMENT**

Section A. This Agreement shall be effective as of September 15, 2009 and shall continue in effect until the 30th day of June, 2010. This agreement is the second year of a two-year contract for the years 2008-09 and 2009-10.

Section B. Copies of the Agreement titled "Contractual Agreement between the Burr Oak School District and the Southwest Michigan Education Association", and its respective affiliate, the Burr Oak Education Association, shall be printed at the expense of the Board within thirty (30) days after this Agreement is signed and presented to all teachers now employed by the Board. An additional ten (10) copies will be supplied to the Association for their internal use.

Section C. Teachers agree to accept a step-only increase in salary for the 2008-09 contract year. Teachers also agree to an increase of 1% on the base plus a step increase for the 2009-10 contract year.

SOUTHWEST MICHIGAN EDUCATION  
ASSOCIATION AND ITS RESPECTIVE  
AFFILIATE, THE BURR OAK EDUCATION  
ASSOCIATION

BURR OAK SCHOOL BOARD

By \_\_\_\_\_  
Jan Schipper, BOEA Co-President

By \_\_\_\_\_  
Dennis Root , President

By \_\_\_\_\_  
Kris Owens, BOEA Co-President

By \_\_\_\_\_  
Kim Greene, Vice-President

By \_\_\_\_\_  
Debra Rifenburg, BOEA Treasurer

By \_\_\_\_\_  
Tracy Larsen, Secretary

Mary Baldrige, Treasurer  
By \_\_\_\_\_

By \_\_\_\_\_  
Donette Cooper, Trustee

By \_\_\_\_\_  
Jennifer Summey, Trustee

By \_\_\_\_\_  
Karen Ochampaugh, Trustee

Dated \_\_\_\_\_

**ARTICLE XXV**  
**FINAL PROVISIONS**

Section A. This Agreement shall constitute the full and complete commitments between both parties. It supersedes all previous Agreements between the Board and the Association. This Agreement may be altered, changed, added to or deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

Section B. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law or administrative ruling of the Michigan Department of Education, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other he provisions or applications shall continue in full force and effect.

Section C. Between April 1 and April 15, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year.

Section D. Blood-borne Pathogen Policy

Section E. Sexual Harassment Policy (refer to superintendent for exact language).

## **APPENDICES**

- A. Wellness Incentive Program
- B. Salary
- C. Extra-Curricular
- D. Teacher Evaluation Form
- E. Grievance Procedure Form
- F. Calendar

**APPENDIX A**  
**WELLNESS INCENTIVE PROGRAM**

Teachers will be paid as a bonus for non-use of sick leave as follows:

A teacher who uses only 3 days gets \$250.00

A teacher who uses only 2 days gets \$275.00

A teacher who uses only 1 day gets \$315.00

A teacher who uses only 0 days gets \$400.00

This does not include business day, funeral leave or any other non-"sick leave" use.

The amount and the number of days shall be pro-rated for teachers hired after the beginning of the school year or for part-time teachers.

Sick leave days shall be calculated in fractions. For example, a teacher who is absent for a half day would receive \$357.50.

Bonus payment will be remitted in a separate check within two (2) weeks after the close of the school year.

**APPENDIX B**

**BURR OAK SALARY SCHEDULE**

**2008-09**

<u>STEP</u>	<u>B.A.</u>	<u>OR M.A.</u>	<u>B.A.+ 40</u> <u>M.A.+ 20</u>	<u>B.A.+60</u>
	<u>COLUMN</u>		<u>COLUMN</u>	<u>COLUMN</u>
	(700)		(750)	(750)
1	30022		31088	31862
2	30722		31838	32612
3	31422		32588	33362
4	32122		33338	34112
5	32822		34088	34862
6	33522		34838	35612
7	34222		35588	36362
8	34922		36338	37112
9	35622		37088	37862
10	36322		37838	38612
11	37022		38588	39362
12	37722		39338	40112
13	38422		40088	40862

**BURR OAK SALARY SCHEDULE  
2009-10**

<u>STEP</u>	<u>B.A. COLUMN (\$700)</u>	<u>B.A. +40 OR M.A. COLUMN (\$750)</u>	<u>B.A. +60 M.A. +20 COLUMN (\$750)</u>
1	\$30322	\$31399	\$32181
2	31022	32149	32931
3	31722	32899	33681
4	32422	33649	34431
5	33122	34399	35181
6	33822	35149	35931
7	34522	35899	36681
8	35222	36649	37431
9	35922	37399	38181
10	36622	38149	38931
11	37322	38899	39681
12	38022	39649	40431
13	38722	40399	41181

**APPENDIX C**  
**EXTRA-CURRICULAR COMPENSATIONS**  
**(Percentages are of the base salary)**

CHEERLEADER ADVISORS

Football, Varsity	2%
High School (9-12)	6%
Junior High (7-8)	3%

ADVISORS

Band Director	7%
Glee Club	6%
Honor Society	3%
S.A.D.D. Club	3%
Language Club	2%
Musical Director	6%
Asst. Musical Director	2%
Play Director	5%
Asst. Play Director	2%
PRIDE	4%
Yearbook	5%
Student Senate	4%
Pep Club	2%
Varsity Club	2%
12th Grade	4%
11th Grade	3%
10th Grade	5.5%
9th Grade	2%
8th Grade	2%
7th Grade	2%
6th Grade	2%
5 <sup>th</sup> Grade	2%

Short term advisorships will be paid 1 % upon presenting an itinerary approved by the administration. Examples of such are:  
 Clue-Me-In  
 Math meet  
 Quiz Bowl



**APPENDIX C**  
**EXTRA-CURRICULAR COMPENSATIONS**  
**(Percentages are of the base salary)**

<b>**STEPS</b>	<b>1-3</b>	<b>4-6</b>	<b>7-9</b>	<b>10+</b>
7th Grade Basketball (Boys)				
8th Grade Basketball (Boys)				
7th Grade Basketball (Girls)	4%	5%	6%	7%
8th Grade Basketball (Girls)				
Jr. High Volleyball				
<hr/>				
Assistant Football (3) if needed				
9th Grade Basketball (Boys)				
JV Baseball	6%	7%	8%	9%
JV Softball				
JV Volleyball				
<hr/>				
JV Basketball (Boys)				
JV Basketball (Girls)				
Track (Both)	8%	9%	10%	11%
Cross Country (Both)				
<hr/>				
Volleyball				
Head Baseball				
Head Softball				
Head Football				
Head Basketball (Boys)	11%	12%	13%	14%
Head Basketball (Girls)				

**\*\*STEPS: This is verifiable years of coaching at a comparable level**

## **APPENDIX D**

### **TEACHER EVALUATION FORM**

#### **I Teacher-Pupil Relations**

**COMMENDABLE:** There exists definite evidence of mutual respect, cooperation and a willingness to work. A feeling of warmth and understanding prevails. Sound judgment is consistent in relationship with students.

**SATISFACTORY:** Students are usually related to as individuals and their rights as such are respected through appropriate consideration. Mutual respect exists with a majority of students.

**QUESTIONABLE:** The relationship between the teacher and students lack warmth and understanding and might best be described as "mutually tolerant". Mutual respect and cooperation is definitely lacking in the teacher-student relationship.

**UNSATISFACTORY:** Attitudes and actions create a feeling of a lack of concern on the part of the teacher. Warmth and understanding are seriously lacking. A Teacher is frequently intolerant with respect to student behavior.

#### **II. Evidence of Instruction Skill**

**COMMENDABLE:** Planning, delivery system, and use of materials proves to be motivational and effective with most students creating a high level of involvement and interest in topics of study.

**SATISFACTORY:** Instructional methods and materials generally create student interest and effort in regards to topics of study.

**QUESTIONABLE:** Students interested and enthusiasm appear to be lacking. Methods, materials, and delivery system is not consistently appropriate to the subject, occasion and/or group of students.

**UNSATISFACTORY:** Instructional process is frequently uninteresting and non-motivational. Methods, materials, and/or delivery system is often inappropriate for the subject, occasion and/or group of students.

#### **III. Evidence of Classroom Control Management**

**COMMENDABLE:** Teacher consistently uses democratic procedures and provides proper control which is conducive to the learning process of all students. The classroom atmosphere is pleasant and good housekeeping is practiced.

**SATISFACTORY:** Few disciplinary problems exist due to proper control practices-Care is

generally taken to maintain a pleasantly appearing room.

**QUESTIONABLE:** Classroom control and organization are lacking. Close to chaotic conditions occasionally develop creating occasional disciplinary problems and disruptive learning atmosphere.

**UNSATISFACTORY:** Organization are definitely lacking. Extreme poor learning conditions are apparent. Students are frequently engaged in unconstructive activities.

#### IV. Relations with Peers

**COMMENDABLE:** Teacher appears to be highly respected by his or her peers and works cooperatively with them.

**SATISFACTORY:** The teacher is generally well thought of by his or her peers and works cooperatively with most. Actions indicate a general interest and concern for others.

**QUESTIONABLE:** The teacher sometimes acts individually without apparent concern for his or her peers or their programs. Mutual respect seems to be somewhat lacking.

**UNSATISFACTORY:** The relationship between the teacher and his or her peers is extremely limited. Mutual respect is seriously lacking. The teacher is generally unwilling to accept suggestions and desires of fellow staff and acts in a very individualistic fashion.

#### V. Professional Attitudes

**COMMENDABLE:** Teacher's actions are consistently professional with respect to students, parents, peers and administration. Teacher takes responsibility for his own professional growth and willingly contributes time and energy to the advancement of education.

**SATISFACTORY:** Teacher's actions are generally professional in nature. An apparent concern for the entire educational process exists. Efforts are being made to remain current in the profession.

**QUESTIONABLE:** Teacher gives the impression of a passive attitude towards professional improvement of self as well as the total education process.

**UNSATISFACTORY:** Total professional concern appears to be lacking. There have been no recent attempts to keep current in the field of education.

#### VI. Teacher-Parent Relations

**COMMENDABLE:** Shows initiative in contracting and communicating with parents. Maintains a cooperative relationship between home and school. Teacher is generally respected as such by parents.

**SATISFACTORY:** Is sensitive and responsive to the opinions and feelings of parents. Uses good judgment in discussions with parents.

**QUESTIONABLE:** The teacher is passive with respect to parent contacts and communications. The teacher is not readily accessible or readily responsive toward parents.

**UNSATISFACTORY:** The teacher acts in a manner which is indicative of an attitude that the school is an institution apart from the parents and does not need to be responsive to it.

## TEACHER PERFORMANCE EVALUATION

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Teacher's Name

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Date

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Teaching Assignment

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Teacher Status

I. Teacher-Pupil Relations

Rating: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Recommendations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

II. Evidence of Instructional Skill

Rating: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Recommendations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

III. Evidence of Classroom Control and Management

Rating: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Recommendations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IV. Relations with peers

Rating: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Recommendations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

V. Professional Attitudes

Ratings: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Recommendations: \_\_\_\_\_

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VI. Teacher-Parent Relations

Rating: \_\_\_\_\_

Comments: \_\_\_\_\_

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Recommendations: \_\_\_\_\_

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**SUMMARY STATEMENT**

A. Strengths:

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B. Weaknesses

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-C. Final Summation

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Teacher's Signature

(Acknowledges receipt of evaluation not necessarily agreement with contents.)

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Principal's Signature

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Date

**APPENDIX E**

**GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_ School Dist.

GRIEVANCE REPORT

Submit to principal in Duplicate

Distribution of Form

- 1. superintendent
- 2. principal
- 3. Association
- 4. Teacher

Building	Assignment	Name of Grievance	Date Filed
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**STEP I**

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

B. 1.Statement of Grievance \_\_\_\_\_

2.Section Affected \_\_\_\_\_

\_\_\_\_\_

3.Relief Sought \_\_\_\_\_

\_\_\_\_\_

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

C. Disposition by principal \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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



**STEP II**

A. Date Received by superintendent or Designee\_\_\_\_\_

B. Disposition of superintendent or Designee\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

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

**STEP III**

A. Date Submitted to Board\_\_\_\_\_

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

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

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

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

**STEP IV**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Arbitrator\_\_\_\_\_

Date of Decision\_\_\_\_\_

If additional space is needed in reporting Section B-1 and 2 of Step I, Attach an additional sheet.

NOTE: All provisions of Article \_\_\_\_\_ of the Agreement dated \_\_\_\_\_ will be strictly observed by the settlement of grievances.

**GRIEVANCE TIME LINE**

Date Claim Occurred		 30  days
(Informal discussion)		
Grievance filed		15  days
Principal's Disposition		5  days
Association to superintendent		15  days
Superintendent's Disposition		10  days
Association to Board		14  days
Board Meets		7  days
Board Disposition		30  days
Submitted to Arbitration		
Board/Association Meeting		10  days
Arbitration		