

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

**2012-14**

**September 13, 2012**

## ARTICLE I

### AGREEMENT & RECOGNITION

Section A. This Agreement is entered into this 13th day of September, 2012 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 and 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. Probationary and tenure teachers' status will be followed according to state law.

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 (35) 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. 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 E. 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 F. 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.

**ADDENDUM: While in "Focus" status, teacher hours may vary according to "Focus" guidelines and team input. We agree to do what is necessary to meet state standards as it is always changing. See Master Class Schedule.**

## 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, SENIORITY, LAYOFF AND RECALL PROCEDURE

**REFER TO HOUSE BILL 4625 AND 4626 WHICH IS INCLUDED IN THE CONTRACT AS  
ATTACHMENT G.**

Section A. 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 B. 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 C. 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 XI 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 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 XII 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 XIII 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 XIV

### 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 XV 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 XVI**  
**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 XVII**  
**PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**  
**(Presently in litigation—will adhere to final court decision)**

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; MSA17.277(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 require 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, not 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 pledge 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 XIII 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<sup>th</sup>'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 XIX INSURANCE

### Section A.

The Board shall provide insurance coverage to all full-time teachers. The insurance coverage shall be as specified below and will take effect on November 1, 2011.

	PLAN A	PLAN B
Health plan	MiEHIP \$200/\$400 Deductible Plan	NONE
Prescription Plan	\$10/\$40 Prescription Retail \$20/\$80 Prescription Mail Order	NONE
Dental (see Note 1)	ADN 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	ADN 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 1)	ADN Vision comparable to VSP2 Silver	ADN Vision comparable to VSP2 Silver

Note 1: 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 \$400.00 cash in lieu of insurance, 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 based on either a hard cap or 80/20 rule as dictated by state law and Board decision. This contribution will begin with the first pay period following renewal of current policy or enrollment in new coverage on November 1, 2012. Those electing Plan B shall make no such contribution. All contributions shall be made through payroll deduction via a qualified Section 125 Plan.

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

**Please refer to current State Law.**

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 XXI**  
**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 XXII**  
**School Improvement Plan**

Changed according to State Law. Refer to School Improvement Plan posted on school website

**ARTICLE XXIII**

**DURATION OF AGREEMENT**

Section A. This Agreement shall be effective as of September 13, 2012 and shall continue in effect until the 30th day of August, 2014.

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. We agree to re-open the 2014-15 contract for salary schedule revision only.

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 \_\_\_\_\_  
Donette Cooper, Vice-President

By \_\_\_\_\_  
Kimberly Greene, Secretary

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

By \_\_\_\_\_  
Jennifer Gould, Trustee

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

By \_\_\_\_\_  
Brad Woodman, Trustee

Dated September 13, 2012

**ARTICLE XXIV  
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 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. Merit Pay
- B. Salary
- C. Extra-Curricular
- D. Teacher Reform Legislation HB4625 & 4626
- E. Grievance Procedure Form
- F. Calendar

## **APPENDIX A**

### **MERIT PAY INCENTIVE PROGRAM**

Not to exceed \$5000 total expenditure per contract year

Requires implementation of method of compensation for teachers and administrators that “includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation.”

Performance must be evaluated, at least in part, based upon student growth as measured by “assessments and other objective criteria.”

Use of “performance-based compensation method that evaluates performance based, at least in part, on student growth data.”

**APPENDIX B**

**BURR OAK SALARY SCHEDULE  
2012-13**

<b>STEP</b>	<b>B.A. COLUMN (\$700)</b>	<b>B.A. +40 OR M.A. COLUMN (\$750)</b>	<b>B.A. +60 M.A. +20 COLUMN (\$750)</b>
1	\$30931	\$32030	\$32828
2	31631	32780	33578
3	32331	33530	34328
4	33031	34280	35078
5	33731	35030	35828
6	34431	35780	36578
7	35131	36530	37328
8	35831	37280	38078
9	36531	38030	38828
10	37231	38780	39578
11	37931	39530	40328
12	38631	40280	41078
13	39331	41030	41828

**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

Honor Society	3%
Play Director	2%
Yearbook	5%
Student Senate	4%
Varsity Club	2%
12th Grade	3%
11th Grade	3%
10th Grade	5.5%
9th Grade	2%
8th Grade	2%
7th 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				
Jr. High Football				
<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**

**SEE TEACHER REFORM LEGISLATION HB 4625 & 4626**

**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
----------	------------	-------------------	------------

---

**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	

**ADDENDUM TO 2012-14 MASTER CONTRACT**

The B.O.E.A. agrees to the implementation of health and prescription insurance coverage through United Healthcare effective December 1, 2012. Three plan options will be offered to employees as follows:

Plan MOA--\$250/\$500 Deductible Plan

Plan MOF--\$1000/\$2000 Deductible Plan

Plan MOI--\$1500/\$3000 Deductible Plan

Prescription Plan included for all options above:

Rx Card--\$10/\$35/\$60

Mail in Rx--\$25/\$87.50/\$150

This addendum will modify Article XIX, Section A (Plan A) under the current contract.

Plan B, Dental and Vision provisions will not change.

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

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

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

BURR OAK SCHOOL BOARD

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

By \_\_\_\_\_  
Donette Cooper, Vice-President

By \_\_\_\_\_  
Kimberly Greene, Secretary

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

By \_\_\_\_\_  
Jennifer Gould, Trustee

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

By \_\_\_\_\_  
Brad Woodman, Trustee

Dated: November 26, 2012