

**A G R E E M E N T
B E T W E E N T H E**

**BOARD OF EDUCATION OF THE
BENZIE COUNTY CENTRAL SCHOOLS**

A N D T H E

**BENZIE COUNTY CENTRAL EDUCATION ASSOCIATION
NORTHERN MICHIGAN EDUCATION ASSOCIATION/
MICHIGAN EDUCATION ASSOCIATION/
NATIONAL EDUCATION ASSOCIATION**

2003-2007

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SECTION I BASIC CONTRACTUAL PROVISIONS

1.1 AGREEMENT

This Agreement entered into this twenty first day of March , 2005, by and between the Board of Education of the Benzie County Central Schools, Counties of Benzie, Manistee, Grand Traverse, and Wexford, Michigan hereinafter known as the Board, and the Benzie County Central Education Association/Northern Michigan Education Association/Michigan Education Association/National Education Association, hereinafter known as the Association.

1.2 RECOGNITION

The Board recognizes the Association as the sole exclusive bargaining representative with respect to wages, hours, terms, and conditions of employment, for all certified Young 5's-12 regularly employed teachers, excluding superintendent, building principals, teaching principals, dean of student services, substitute teachers, guidance counselors, and teaching guidance counselors, and excluding any community education, summer educational programs or adult education programs.

1.3 DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2003, and shall continue in effect until August 31, 2007, on which date it shall expire. This Agreement shall not be extended by either party without mutual consent.

EDUCATION ASSOCIATION:

BOARD OF EDUCATION:

BCCEA President

President

BCCEA Vice President

Secretary

MEA Uniserv Director

Superintendent

NMEA

1.4 MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS

A. DUES

Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing the deduction of Professional Dues for the Association and shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months beginning in September and ending in June of each year. Any teacher who shall not perform services for an entire month of the school year shall have his dues reduced by one-tenth of the yearly dues for each entire month he did not work, except where the failure to perform services during any month was the result of the teacher taking any leaves of absence or sick leave provided for in this contract. Notice of change in the amount deducted shall be given once per year, not later than August 1. Changes will not be made during the school year.

B. SERVICE FEE

Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment, pay as a service fee to the Association an amount established by the Association, provided however that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph A. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deductions as provided for in the preceding paragraph, the Board shall at the request of the Association and pursuant to MCLA 408.447; MSA17.277 (7) deduct the service fee from the teacher's paycheck and remit same to the Association under the procedures specified below. The parties expressly recognize establishment of said service fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. Only one change shall be made each fiscal year.

C. NON-COMPLIANCE PROCEDURES

The procedure in all cases for violation of this Article shall be as follows:

1. The Association shall notify the teacher of non-compliance by certified mail, return requested. Said notice shall detail the non-compliance and shall further advise the recipient that a request for payment shall be filed with the Board in the event compliance is not effected.
2. If the teacher fails to comply, the Association shall file charges in writing, with the Board, and shall request that the Board deduct the service fee in equal amounts, as nearly as may be, from the teacher's paycheck. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
3. The board upon receipt of request for involuntary deduction, shall provide the Bargaining Unit Member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the association or authorized payroll deduction for same. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or service fee.

D. REMITTANCE

With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Service Benefit Fee, the Board agrees promptly to disburse said sums at the end of each month.

E. RETROACTIVITY

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

F. INDEMNIFICATION

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding Section 1.4 of this Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, unless it is proven in a court of appropriate jurisdiction that the Board acted out of negligence, misfeasance or malfeasance.

1.5 GRIEVANCE PROCEDURE

A. DEFINITIONS

A "day" for the purposes of this Article is defined to be the calendar days except Saturday, Sunday, defined breaks in the school calendar, and legal holidays, as defined by the Michigan School Code. (The definition of a legal holiday is not subject to the grievance procedure.)

A "grievance" shall be defined as a misinterpretation or misapplication resulting in an alleged violation of the specific terms and conditions of this Agreement. All Articles of this Agreement are subject to the grievance procedure.

B. TENURE ACT

There shall be no grievance filed for which there is recourse or redress under the Michigan Teacher Tenure Act.

C. REPRESENTATIVES

The Association shall designate representatives in each building to handle grievances. The Board designates the principal of each building to act as its representative at Level One as hereinafter described; and the Superintendent or his designated representative to act at Level Two as hereinafter described.

D. FORM

Written grievances under this Article shall conform to the following specifications:

1. Must be signed by the grievant, grievants or an Association Representative.
2. Must be specific.
3. Must contain a synopsis of facts giving rise to the alleged violation.
4. Must cite the specific sections or subsections alleged to have been violated.
5. Must contain the date of the alleged violation.
6. Must specify the relief requested.

E. COMPLIANCE

Any grievance not in compliance with D (1-6) supra shall be rejected as improper. Such rejection shall not extend time limitations hereinafter set forth.

F. PROCEDURAL LEVELS

1. Level One - A teacher alleging a violation of the expressed provisions of this contract shall, within seven (7) days of the alleged violation, orally discuss the grievance with the building principal. An Association representative may be present at all levels of the Grievance Procedure at the request of the grievant. If no resolution is obtained within two (2) days of the discussion, the teacher shall reduce the grievance to writing as described in D supra and proceed within five (5) days of the Level One discussion to Level Two.
2. Level Two - The written grievance shall be filed with the Superintendent or his designated representative. Within five (5) days of receipt of the grievance, the Superintendent or his designated representative shall arrange a meeting with the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated representative shall render a decision in writing to the grievant. If no resolution of the grievance is rendered or if the decision at this level is unsatisfactory, the grievant may within five (5) days file a written grievance with the Board of Education through the Superintendent.
3. Level Three - Upon receipt of the written grievance, the Board President shall appoint someone to hear the grievance within fourteen (14) days of the date the grievance was submitted to Level Three. The Employer's designated representative shall hear the grievance and render a decision in writing within ten (10) days of the meeting at which the grievance was heard.
4. Level Four - If the Association is not satisfied with the disposition of the grievance or if no response is received at Level Three, it may within ten (10) days of the expiration of Level Three submit the matter to binding arbitration. If the parties have not agreed upon arbitrator, he shall be selected in accordance with the AAA Voluntary Arbitration rules.
 - a. The costs of the arbitration shall be borne equally by the parties, but expenses incurred in calling its own witness or preparing its own testimony and exhibits shall be borne by each party individually.
 - b. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at prior levels of this grievance procedure.
 - c. The powers of the arbitrator shall be limited as follows:
 - He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - He shall have no power to establish salary scales.

G. TIME LIMITS

Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred. Should the Administration or Board fail to respond to a grievance within the time limitations herein established, the grievance shall be automatically advanced to the next level of the grievance procedure. Time limitations hereinafter established for the processing of grievances may be extended only by mutual agreement in writing.

H. ASSOCIATION GRIEVANCES

The Association shall have the right to file a grievance alleging a violation of the Association's rights under this Agreement.

I. GRIEVANCE HANDLING

All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.

J. ARBITRATION AWARDS

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 II EMPLOYMENT RELATIONS

2.1 ASSOCIATION RIGHTS

A. FACILITIES

The Association and its representatives shall have the right to use school buildings, per building use procedure, and equipment including District electronic resources at all reasonable hours for meetings, provided that when a special custodial service is required, the Board may make a reasonable charge therefore.

B. ORGANIZING ACTIVITIES

Organizational activities by the Association shall not take place during normal school hours.

C. ASSOCIATION PRESIDENT

The Association President may use the preparation period for Association business. Lacking a designated preparation period, times prior to and after the close of the regularly scheduled student day may be used for Association business. At the beginning of each school year, the President of the Association will notify the Administration which period shall be used. This paragraph supersedes B above.

D. SUPPLIES

The Association shall pay for any costs incurred by the Board from Association requests for materials and supplies in full.

E. COMMUNICATIONS

The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin Boards, at least one of which will be provided in each school building. The Association may use the teacher mailboxes and E-mail for communication to the teachers. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Individual teachers shall have the right to use the district's electronic resources including E-mail free of charge provided the individual teacher follows current Board policies.

F. NONDISCRIMINATION

The Board shall not discriminate against any employee for membership or participation in lawful activities of the Association.

G. PRINTING

The Board agrees to provide one copy of the final version of this Agreement to each teacher. In addition to the above, the Association shall receive 20 copies for its use.

H. CONTRACT ADMINISTRATION

A liaison committee consisting of three (3) representatives of the Association and three (3) administrative representatives and one (1) board member will meet each month for the purpose of reviewing contract administration, and to recommend resolution of any problems, which may arise. These meetings are not intended to bypass the grievance procedure.

2.2 TEACHER RIGHTS

A. NONDISCRIMINATION

Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

The teachers shall be entitled to full rights of citizenship and religious or political activities of any teacher or the lack thereof shall not be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.

Nothing contained within this contract shall be construed to deny or restrict to any teacher rights he/she may have under the Revised School Code, Tenure Act, or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

The parties agree that it will in no way discriminate against or between employees covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, sexual orientation, disability or place of residence.

B. VALIDITY OF AGREEMENT

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

C. MUTUAL AGREEMENT

This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between, and executed by, the district and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

D. COMPLETION OF AGREEMENT

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

E. JUST CAUSE

No tenure teacher shall be disciplined without just and reasonable cause. A teacher shall be informed by administration during a meeting that the outcome of said meeting could result in disciplinary action at which time, a teacher shall have the right to Association representation at the time of any such discipline. Non-tenure teachers shall not have access to the grievance procedure in cases of discharge.

F. PROGRESSIVE DISCIPLINE

A system of progressive and corrective discipline shall be applied fairly to all teachers employed by the District. Normally, the following procedure will be established:

1. Discussion of problem. (Memo noting issue(s) kept in building file and copy to employee)
2. Verbal warning. (Memo noting verbal warning kept in building file and copy to employee)
3. Written warning maintained at building level. (Memo noting written warning kept in buildingfile and copy to employee)
4. Written warning filed in personnel record.
5. Suspension with pay.
6. Suspension without pay.
7. Dismissal.

2.3 BOARD RIGHTS

A. 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 conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, of their dismissal or demotions; and to promote, and transfer all such employees with written defined reasons that are not arbitrary or capricious;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.

B. LIMITATIONS

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

2.4 PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. NOTICE OF ASSIGNMENT

The Administration will endeavor to provide teachers with written notice of tentative assignment for the following school year the last teacher day of the current year providing said assignment is different from the present year's assignment. The term "assignment" as used in this paragraph means assignment within the subject matter of instruction in Middle School and Senior High school, and grade level in elementary school.

B. AREA OF ASSIGNMENT

Teachers will be assigned within the area of their teaching certificate and their academic major or minor.

C. PREPARATIONS

Normally no middle school or senior high school teacher will be assigned to more than three (3) different subject matter preparations in any one given semester without consent of the teacher involved. However, the Administration may assign some teachers to a fourth preparation. Teachers so assigned will receive the "split grade/multiage" compensation.

Prior to the administrator making the final decision, teachers who may be assigned four (4) preparations may review the proposed schedule and the various alternatives available, and may suggest other alternatives. All alternatives presented will be considered and the effect on the total program will be assessed before a final decision is made.

D. SUPERVISORY TEACHERS

Supervisory teachers of student teachers shall be tenure teachers who voluntarily accept this assignment and they shall be known as "Supervisory Teachers." The parties recognize that "Supervisory Teachers" are not supervisors under Public Act 379 of 1965.

E. MENTOR TEACHERS

The Board and Association realize that a new teacher may need help and orientation to be an effective teacher in the Benzie County Central Schools. The parties agree that providing Mentor Teachers for probationary teachers is an essential practice and further agree to cooperate in providing this assistance.

1. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher may be a member of the bargaining unit.
2. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide assistance, resources and information in a non-threatening collegial fashion.
3. A Mentor Teacher may be assigned in accordance with the following:
 - A. The Mentor Teacher, if from the bargaining unit, shall be a tenured member.
 - B. Participation as a Mentor teacher shall be voluntary.
 - C. This assignment should be finalized within thirty (30) days of the commencement of the starting date of the Mentee.

- D. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
4. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not be a part of either's evaluation.
 5. Upon request, the administration may make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.
 6. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three- (3) years of classroom teaching. The Board shall attempt to schedule Professional Development within the parameters of the regular workday and work year. It is understood by the parties that should it be necessary to schedule such training outside the regular work day or work year that the affected bargaining unit members will be paid at the substitute teacher rate. The training dates, if possible, will be a part of the negotiated calendar.
 7. Upon request, the Administration and the Association shall meet and make a joint determination by May 1 of each year regarding the number, kind, duration and compensation of (for) sabbatical leaves to be offered on a voluntary basis to prospective or continuing mentor teachers for training such teachers to aid in the professional development of probationary teachers.

2.5 VACANCIES AND TRANSFERS

A. NOTICE OF VACANCY

Whenever a vacancy in any bargaining unit or administrative position shall occur during the school year the Administration shall give written notice to the Association President at least seven (7) calendar days prior to filling the vacancy. Postings shall be posted in each school building and will clearly identify buildings in which vacancies exist and the assignment within that building. The Board agrees to consider filling any such position from within its own ranks but is not required to do so.

A vacancy shall be defined as a situation where said position was previously held by an employee or when a new position is created. Such position must be of at least 60 days in duration.

Summer notices shall be posted in the Board Office and shall be included with the summer paychecks to all bargaining unit employees who receive part of their pay during the summer. In addition, those employees not receiving a summer paycheck and wishing to be notified may leave stamped self-addressed envelopes with the Board Office to be used for that purpose.

B. FILLING OF VACANCIES

Vacancies shall be filled on the basis of certification, qualification, and length of service in the District as a teacher or administrator. The parties agree that a teacher filling a vacancy has not more than two (2) years from placement in a position to satisfy the requirements set forth in Article 2.7C(1) b (2) of this agreement. Placement shall be defined as the first day of work in the position.

C. TRANSFERS

Teachers who are interested in applying for a change in position shall submit a written request for transfer to the Superintendent informing him of such interest by the last teacher day of each year. Should vacancies occur during the summer, the Association President shall be provided a notice of vacancy and a list of all teachers who submitted a request for such a position. Summer notices shall be mailed to the Association President's last known address.

2.6 TEACHER EVALUATION

A. EVALUATION

The performance of all teachers shall be under continuous examination by the Administration. Written evaluations shall be provided as follows:

1. Probationary Teachers

Within twenty-five (25) student session days of initial employment, each probationary bargaining unit member shall be provided with the Individualized Development Plan (IDP). The IDP shall be discussed with the probationary employee at a conference called by the evaluator for that purpose.

Each probationary bargaining unit member shall be observed at least twice each school year of the probationary period. The first observation shall be completed prior to the completion of fifteen (15) weeks of employment. The second observation shall be completed prior to thirty (30) weeks of employment.

A personal interview will be held to review the job performance within five (5) school days following the observation, except by mutual agreement in writing; the time may be extended to ten (10) days. The evaluator shall review his/her written notes with the employee at the interview.

At least sixty (60) days before the close of each school year the Board shall provide the probationary teacher with an evaluation as to whether or not his/her work has been satisfactory. The annual year-end performance evaluation shall be based upon at least two (2) classroom observations and shall include an assessment of the teacher's progress in meeting the goals of his/her Individualized Development Plan.

2. Tenure Teachers

Tenure teachers shall be evaluated at least once every three- (3) years prior to May 1st. The evaluation will be based upon a minimum of two (2) classroom observations. A personal interview will be held with each tenure teacher within five (5) school days following an observation, except by mutual agreement in writing; the time may be extended to ten (10) days. If a tenured teacher receives a less than satisfactory performance evaluation, the district will provide the teacher with an Individualized Development Plan for the next school year.

The current (April 20, 1999) Classroom Observation and Teacher Summative Performance Evaluation forms and Ground Rules for Teacher Evaluation will be used by the administration. These documents shall be attached to the Master Agreement as Appendix A.

B. PROCESS

Individual teachers and the Association recognize that teacher evaluation is an ongoing process. The Board agrees to conduct all direct monitoring and observation of teachers openly without resort to clandestine listening devices or monitoring of the use of the district's electronic resources by an individual teacher. The parties recognize that there are various reasonable teaching methods which may be used in the classroom, and that each teacher shall have the freedom to choose from these methods of instruction.

The Dean of Students will be allowed to evaluate secondary teacher's performance of those teachers who are willing, and indicate so in advance. The evaluation of teachers should be done by the teacher's supervisor, principal, assistant principal, or a principal of the same level (elementary/secondary) except in the case of the agreed Dean of Students. All provisions of the master agreement shall be adhered to when performance evaluations are done.

C. WRITTEN EVALUATION

The written summative evaluation and observations shall be presented to the individual teacher at a personal conference. A copy of the summative evaluation shall be signed by the teacher and retained in the teacher's permanent personnel file; the teacher may retain one (1) copy. Should the teacher object to any information contained in the observation or summative evaluation report, he/she may itemize the objections in writing and have them attached to the file copy of the observation or summative evaluation report. The teacher's signature indicates only that he/she is aware of the contents of the observation or summative evaluation.

D. PERMANENT RECORDS

Nothing in this Article may be construed to prevent the Board from maintaining a permanent discipline record in any employee's personnel file, or from utilizing this record in teacher evaluations or for making any decision regarding tenure.

2.7 REDUCTION-IN PERSONNEL, SENIORITY AND RECALL

A. REDUCTION

In the event the Board of Education finds it necessary to reduce the number of teaching personnel, it reserves the right to select the academic department and the schools in which the reduction in personnel shall take place. Teachers in the specific positions being reduced or eliminated are to be notified and shall have the right to replace a less senior teacher within the notified teacher's areas of certification and qualification.

B. REASONS

The Association shall be informed of the reason(s) for reduction in personnel.

C. ORDER OF REDUCTION

1. The number of teaching personnel shall be reduced in the following order:
 - a. Teachers according to certification, qualifications, and seniority.
 - b. Definitions:
 1. Certification: Possessing a valid provisional, permanent, continuing, certificate or State of Michigan authorization appropriate to the teaching assignment.
 2. Qualifications: Possessing a major or a minor appropriate to the teaching assignment as well as sufficient number of credit hours in that academic area to meet accrediting agency standards. An employee may meet accrediting agency standards if he/she fulfills any requirement, policy or standard established by the North Central association of colleges and Schools ("NCA") (or successor organization), or any other school, university or college, which enables NCA to certify that the Benzie County Central Schools is able to meet and obtain NCA accreditation guidelines/standards.
 3. Seniority: Seniority in the school district for the purpose of this section shall mean continuous permanent employment in the district as a teacher, counselor or principal. Those persons first hired as a principal or counselor after September 1, 1982 shall not accrue seniority in the bargaining unit. Any teacher transferred to a position of counselor or principal and later returned to a teacher status shall be entitled to retain such rights as he/she may have had under this agreement prior to such transfer to a counselor or principal.
 4. Seniority in this district shall be based upon the number of paid days of employment in the school district. At the end of each school year the teacher will have added to his rank the number of days in that year for which he was paid.

- a. To establish this rank for the 1995-96 school year, those teachers who are presently employed will have the number of years, or a fraction thereof, of service to Benzie County Central Schools multiplied by 183.
- b. In the event more than one (1) individual has the same effective date of hire, after "a" above has been followed, the teacher with the highest last four (4) digits of his/her Social Security number will be retained. In the event that the last four- (4) digits are identical, the middle two (2) digits of the Social Security number will be used.
- c. The parties agree to change the seniority accumulation format, effective the first day of work of the 1995-96 school year. Seniority will be calculated, based upon a full-time bargaining unit position as defined by the current master agreement in Sections 3.1 and 7.5. All previously accumulated seniority will stay as it is and additional seniority will simply be accumulated under the new format and added to the amount that has been previously accumulated. The new format will be a prorate format which will take into consideration the number of hours worked per day and the number of paid days per year! For example, all teachers work 7 hours per day! A teacher who works 4 hours per day for a 120 days would be credited with 57% (4/7) of 120 days (.57*120) or 68 days of seniority.

D. ORDER OF RECALL

1. Teaching personnel shall be recalled to work in the following order:
 - a. Teachers according to certification, qualifications, and seniority. For the purpose of D, certification, qualifications, and seniority shall be defined as in C, 1b, supra.

E. REDUCTION AND RECALL PROCEDURES

1. For reasons of insufficient revenues or substantial reduction in enrollments, the Board shall give fifteen- (15) day notice of layoff.
2. The Board shall give written notice of recall from layoff by mailing a registered or certified letter to the teacher at his/her last known address five- (5) school days prior to the date of return to work.
3. The teacher shall report to work upon the date specified by the Board, and failure to report on that date without just cause shall terminate his/her individual employment contract.

F. EXTRA DUTY

Extra duty assignments shall not carry tenure of position.

G. TENURE ACT

The process of reduction shall not be contrary to the priority established under the Tenure Act. Nothing herein stated should be construed as a waiver of any right that an individual teacher may have under the Tenure Act.

H. BENEFITS

Teachers recalled to duty shall retain accumulated sick leave and shall be returned to the step on the salary schedule held at the time of layoff.

I. RECALL RIGHTS

Refusal or acceptance of a position that is less than full-time employment within the system shall not affect the teacher's recall rights to a full-time position. No new teachers shall be employed by the Board while there are laid off teachers in the District unless none of the laid off teachers are certified and qualified for that vacancy, or refuse to accept available positions.

J. SENIORITY LIST

A seniority list will be developed and updated by January 1 of each year with a copy of said seniority list sent to the Association.

2.8 CURRICULUM COUNCIL

There are hereby established Curriculum Councils consisting of representatives appointed by the Association and the Board. The Curriculum Councils will advise the Board on such matters as teaching techniques, course of study, textbooks, curriculum, pupil testing and pupil evaluation.

The district-wide Curriculum Council shall consist of two (2) teachers from the Middle School, Senior High and each elementary building selected by the Association, one (1) "special" subject teacher selected by the Association, the district principals and three (3) parents selected by the principals. The teacher members of the district Curriculum Council shall serve for two (2) years and parents for one (1) year. The administration shall call the first meeting with the chairperson chosen at that meeting.

When recommendations are submitted to the Board from the Curriculum Council, the Board shall act on such matters within ninety (90) days of their submission.

2.9 PROFESSIONAL BEHAVIOR

Teachers are expected to comply with rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

2.10 SCHOOL IMPROVEMENT

The parties do hereby mutually agree that the school improvement process currently in effect will continue. Any plan developed by the committees shall not be in conflict with the Master Agreement or Board policy.

SECTION III TEACHING CONDITIONS

3.1 TEACHING HOURS

A. WORK DAY

1. A full time teacher's normal contract day in each building of Benzie County Central Schools shall be as follows:
 - Crystal Lake Elementary 7:30 a.m. to 3:00 p.m.
 - Platte River Elementary 7:30 a.m. to 3:00 p.m.
 - High School 7:45 a.m. to 3:15 p.m.
 - Middle School 7:45 a.m. to 3:15 p.m.
 - Betsie Valley Elementary 8:45 a.m. to 4:15 p.m.
 - Lake Ann Elementary 8:45 a.m. to 4:15 p.m.

The parties agree that the start times may be adjusted up or down up to (10) minutes. Ending times will be adjusted accordingly.

2. Itinerant (elementary special education, elementary art, elementary physical education, elementary music) may be scheduled by administration to have up to (60) minute duty-free lunch and a work day that shall not exceed eight (8) contiguous hours if they work in more than one building. It is understood by the parties that an individual itinerant teacher's schedule will not necessarily fit one of the above building schedules.
3. On days when Parent-Teacher Conferences are held, an equal number of hours shall be scheduled, but shall not exceed the number of hours in a normal contract day. Parent/teacher conferences may be held in the second semester of each contract year.
4. In the event it is necessary to change the structure of the school day, the above schedule may be changed only after negotiation with the Association, but shall not exceed seven and one-half 7 ½ contiguous hours, which includes thirty (30) minutes of duty free lunch time and an individual teacher's preparation time.

B. EXTRA DUTIES

Extra work for which the teacher receives extra pay shall be performed outside the normal contract hours unless otherwise designated by the Board.

1. Committee Assignments

Any teacher volunteering to serve on a district committee shall receive fifteen (\$15.00) per committee meeting that they attend. The total amount to be paid to an individual teacher shall not exceed four hundred fifty (\$450.00) per school year, per committee and shall be paid in a lump sum payment at the end of the school year in June. Approval of committees/committee chairpersons and number of members will be determined by Board of Education. Keeping records of minutes and attendance at meetings will be the responsibility of the committee chairperson. Any teacher who serves as chairperson of a committee will receive thirty (\$30.00) per meeting up to a maximum of nine hundred (\$900.00) per school year and shall be paid in a lump sum payment at the end of the school year in June.

2. Teachers may volunteer to participate in joint planning sessions to assist with the success of Title I/Special Education inclusionary programs, or volunteer to participate at workshops, which occur during scheduled breaks such as summer. Teachers who volunteer to participate in these planning sessions or workshops will be compensated at the rate of twenty (\$20.00) per hour. It is expressly understood that teachers will only be entitled to receive compensation if the planning sessions or workshops are outside of the established teacher workday or work year in that building and have prior administrative approval.

3. The Board agrees to compensate bargaining unit members at the rate of twenty dollars (\$20) for a maximum of five (5) hours when the bargaining unit member changes/moves to a new classroom. This compensation will occur when the administration requires the change or move, not when the bargaining unit member requests a transfer that necessitates changing classrooms, which would be a voluntary move/change.

C. MONTHLY MEETINGS

Once a month regularly scheduled teachers' meeting may extend the day by one (1) hour and fifteen (15) minutes.

D. NUMBER OF PERIODS

1. There shall be no more than a seven (7) period day in grades 7-12. Teachers in these grades will be assigned six (6) periods, and will be provided with one (1) period for planning. No teacher shall be scheduled to travel during his or her preparation time or lunch period.

2. In the event of financial hardship or shortage of facilities the Board of Education may provide with five (5) straight periods for students in grades 7-12. All teachers would have five (5) straight periods followed by a planning period.

3. Normally, no Middle School or senior high school teacher will be assigned to more than three (3)

different subject matter preparations in any one given semester without consent of the teacher involved. However, the Administration may assign some teachers to a fourth preparation. The option to volunteer for a fifth preparation is at the teacher's discretion. Every assignment above three (3) will receive the "split grade" or "multi age" compensation of \$600.00 per semester

4. No teacher will be reduced in hours, laid off, or transferred as a result of the implementation of a seven period day.
5. Teachers with less than two (2) years of teaching experience will not be assigned to more than three (3) subject matter preparations.
6. In grades 7 and 8, the added period shall be considered a prep.

E. DAILY SCHEDULE

1. Double Bus Runs - Teachers shall be required to be on duty a total of seventy-five (75) minutes in grades K-6 and sixty (60) minutes in grades 7-12 before and after the published regular pupil's school day.
2. The division of the 75/60 minutes or the 60/60 (single bus run) shall be a joint Administration-Teacher decision at each building. It is understood that the district may have to add additional instructional time to meet the minimum state clock hour requirement. Furthermore, any addition of workdays or lengthening of the current existing workday, to meet minimum state clock hour requirements, shall be accompanied by a prorated adjustment in pay.
3. In grades Young Fives/K-6, a total of thirty (30) consecutive minutes of planning time plus an additional fifteen (15) minutes of planning time per day will be scheduled exclusive of provisions of E-2 above, when the teacher has had students in individual classrooms the full student day. No teacher shall be scheduled to travel during his or her preparation time or lunch period.

The following applies to the Platte River and Lake Ann Schools only:

- a. The schedule may be adjusted so that teachers in these buildings may not have a planning period of thirty (30) consecutive minutes one (1) day per week, but may have a planning period of sixty (60) consecutive minutes on one (1) other day (Section 3.1 E.3). There will be only one (1) adjustment per week per teacher. The fifteen (15) minute "additional" planning time (Section 3.1 E.3) will not be adjusted. The total planning time per week will be two hundred twenty five (225) minutes per teacher.
- b. The number of bargaining unit members with two (2) preps on one (1) day and none on another will be kept to the minimum necessary.
- c. Bargaining unit members who volunteer for this schedule will be used first.
- d. On a day with no preparatory time, the teacher will have two (2) non-duty periods of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon. One (1) of those non-duty relief periods will not count toward the two hundred twenty five (225) minutes total planning time per week.
- e. If the job description for the itinerant staff changes, those staff affected will be notified of those changes by March 15 of each year to allow for possible transfer to posted vacancies.

4. In the event of a field trip or other activity outside the normal classroom schedule, provisions for preparation time are waived.
5. Efforts will be made to find competent, qualified substitutes for special classes.
6. Teachers required to travel between buildings shall be given adequate travel time.

F. LUNCH PERIODS

Each teacher shall be entitled to a duty-free minimum thirty (30) minute lunch period.

G. SUBSTITUTE PAY

Teachers doing substitute teaching during their preparation period shall be reimbursed for such assignment at the hourly rate of \$20.00 per hour.

H. ACT OF GOD DAYS

Nothing in this Article shall require the Board to keep schools open in the event of severe and inclement weather or when otherwise prevented by an act of God. When schools are closed to students, due to the above conditions, teachers are not required to report to duty, and shall be notified. When openings are delayed due to the above conditions, teachers' hours shall be shortened accordingly, and they shall be notified. In either case, the teacher shall suffer no loss of pay.

Any student instruction days lost to "Acts of God" (snow, ice, fog, epidemics, etc.) will be rescheduled as required by State Statute. Such days will be rescheduled on consecutive weekdays beginning on the first scheduled record day in June, with the scheduled record days moved to the end of the calendar.

A teacher required to work on both "Acts of God" days and rescheduled days will be compensated 1/183th of his salary for days worked in excess of 183. Teachers required to work only on rescheduled days will receive no additional compensation.

I. DISTRICT WIDE SCHOOL IMPROVEMENT COMMITTEE

A District Wide School Improvement Committee composed of an Association Representative for each elementary, Middle School, and Senior High building, and an equal number of Administrative Representatives may be established.

1. The Committee may plan and conduct In-service Education activities.
2. The equivalent of one (1) student day In-Service training may be provided for each teacher on a workday, provided at least one thousand (1,000)-student hours of attendance are scheduled.

3.2 CLASS SIZE AND TEACHING CONDITIONS

A. FACILITIES

The Board shall provide:

1. A separate desk for each teacher in the district with lockable drawer space.
2. Closet space for each teacher to store coats, overshoes, and personal articles.
3. Chalk Board in every regular classroom.

The Board shall make available in each school, for staff use only, the following:

1. One room furnished with restroom and lavatory facilities.
2. One room to be used as a workroom and/or lunchroom.

There shall be one room for staff in the middle/senior high building.

B. CLASS SIZE

The Board and the Association agree that twenty-eight (28) pupils is a reasonable classload. Exceptions to these limitations are physical education classes, band, chorus, and study halls. Laboratory classes will be limited in size to the equipment available.

1. Physical education classes will be limited to a maximum of forty (40). Class sizes from 36 to 40 students will be compensated at \$75.00 per section to a maximum of \$450.00 per semester. Band/Instrumental Music and Chorus/Vocal Music exceeding 35 students will be compensated at \$75.00 per section.

Advisory/Homeroom sections exceeding twenty-five (25) students on or after November 1st of each school year will be compensated an additional \$75.00 per section per semester. Every attempt will be made to balance sections as the schedule permits. A Middle School teacher will be defined as a teacher who teaches four (4) or more Middle School classes.

2. Classes in grades Young 5's-2 that exceed 28 students will have additional paraprofessional time assigned. Classes in grades 3-6 that exceed 28 students may have additional paraprofessional time assigned. Every regular classroom teacher in grades Y 5's – 6 shall receive one hundred fifty (150) minutes per week of general education paraprofessional assistance time per week.
3. The Board and the Association acknowledge that least restrictive environment mainstreaming of special education students is legally mandated and intended in the best educational interest of the student. For the purpose of this section, such students shall be referred to as "mainstreamed students." Mainstreamed students shall be defined as those students placed into the special education process through an Individual Education Planning Committee (IEPC) evaluation.

Furthermore, they agree that placement of these students into an appropriate environment as required by law or needs of the students places extraordinary demands on the classroom teacher. The Board agrees to provide additional paraprofessional time to any teacher who has more than four (4) mainstreamed students assigned to any one (1) class unless that teacher volunteers to take the additional mainstreamed students without the assistance of a paraprofessional. Furthermore, the Board agrees to create class schedules that allow for the balancing of mainstreamed students to the extent possible. Additional shall be defined for the purposes of this paragraph as two (2) hours per day paraprofessional time for elementary teachers in grades Y 5's – 6. Special education teacher time shall be counted toward fulfilling this requirement.

4. Teachers who teach medically fragile students will be provided training to deal with the special health needs which may be required in an emergency to serve these medically fragile student(s) in their classrooms.

No bargaining unit member, except an employee hired for that purpose, shall be required to provide custodial care or health services or any act or function constituting the practice of medicine. It is agreed that classroom teachers will assist with necessary emergency health services should their assistance become necessary. The Board agrees to hold harmless, any teacher who provides such emergency services from liability for the performance of such services to the extent permitted by law provided the teacher's actions were reasonable.

C. CLASS LOAD ADJUSTMENTS

On the fourth Monday following Labor Day, the Superintendent and the Association President will meet to examine existing class loads and recommend appropriate adjustments. The Board will continue to review classloads at the early elementary level. The Superintendent and Association President will meet to adjust Middle School extra "added period" class loads.

D. PARAPROFESSIONALS

To relieve teachers of clerical, cafeteria, recess patrol, and bus duty, the Board shall employ full-time paraprofessionals in each elementary building at a ratio of one (1) paraprofessional to each one hundred (100) students or major fraction thereof. The paraprofessionals shall be responsible to the teachers to which the paraprofessionals are assigned.

E. SPLIT GRADE OR MULTI AGE

Effective with the 2000-2001 school year a split grade or multi age shall be defined as a regular education elementary classroom (Y5-6) having two or more grade levels at the same time in that classroom on a regular basis. The teacher would be expected to have appropriate grade level plans as to the school-wide curriculum and or grade level objectives.

3.3 PROTECTION OF TEACHERS

A. STUDENT DISCIPLINE

Rules and regulations governing the discipline, suspension, or expulsion of students shall be distributed to students and teachers and made available to parents, at the commencement of each school year. The student discipline policy shall be developed by a committee made up of participants including teacher representation. Each teacher and administrator shall accept the responsibility to carry out these rules and regulations as set forth by the Board of Education student discipline policy # 5600 and administrative guidelines policy # 1230.01. The administration will give reasonable support and assistance to teachers with the above mentioned discipline policies.

B. ASSAULT

Any case of assault and/or battery upon a teacher by a student, parent or guardian or relative or friend of such student or outsider while a teacher is performing his duties shall be promptly reported to the Board or to its representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities; further, the Board shall not be obligated to provide legal assistance in the preparation of a civil suit.

C. LEGAL COUNSEL

If any teacher is the subject of a complaint entered in a court of law or is sued by reason of supervisory or disciplinary action taken by the teacher while in pursuit of employment in accordance with the Board and Administration policies, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

D. TIME LOST

Time lost by a teacher in connection with any incident mentioned in sections B and C of this section shall not be charged against the teacher unless the teacher is found negligent, in violation of state and local laws and regulations or guilty of a criminal act against a student in a court of competent jurisdiction as charged, in which case the Board shall not be obligated to compensate the teacher for time lost.

E. WORKERS' COMPENSATION

Whenever a teacher is absent due to injury incurred in the course of the teacher's employment, the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Workers' Compensation Act for one (1) year from date of injury. Such absence shall not be deducted or charged against the teacher's accumulated sick leave.

F. COMPLAINTS

Written complaints regarding a teacher shall include names of the complainants and any administrative action taken, and if appropriate, remedy clearly stated. Complaints shall be reviewed with the teacher

before placement in the personnel file. Written complaints or charges shall not be placed or retained in an employee's personnel file unless the complaint(s) or charge(s) lead(s) to discipline by the Board.

G. PERSONNEL FILE

Each teacher shall have the right to review his/her personnel file. At the teacher's request, an Association representative may accompany the teacher in reviewing the personnel file. The teacher may attach a written notation to material in the personnel file. If materials in the personnel file are inappropriate or in error, the material will be corrected or expunged from the file. When a teacher is requested to sign material placed in the personnel file, such signature shall be understood to indicate awareness of the material, but shall not be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the teacher's personnel file.

The Board agrees to notify the employee any time there is a request to review or release materials in his/her personnel file to a third party prior to the review or release of materials, provided it is possible to do so.

H. ADULT WITNESS - CONFERENCES

If requested by the teacher, an adult witness shall be provided for parent-teacher conferences involving special problems.

I. TRANSPORTATION OF STUDENTS

Teachers who volunteer to use their personal vehicle to transport students for a school activity shall have insurance coverage to do so.

SECTION IV LEAVES

4.1 PAID LEAVES

A. SICK/FUNERAL LEAVE

At the beginning of each school year each teacher shall be credited with twelve (12) days to be used for absences of the teacher for reasons outlined below. The unused portion of such allowance shall be accumulative to one hundred eighty (180) days. A teacher who is paid less than 180 days in a year shall be credited a prorated share of the twelve (12) days. Leave days may be used for the following:

1. Personal Illness or Disability: The teacher may use all or any portion of leave days accumulated to recover from illness or disability which shall include childbirth and complications of pregnancy.

2. Illness of an Immediate Family Member: Serious illness or medical care of the spouse, son or daughter or other dependents which requires the presence of the teacher in order to provide the necessary care, or critical illness of the spouse, child, parents, parents-in-law, sister or brother.
3. Death In the Family: For the teacher's use as reasonably necessary in case of death in the immediate family. The immediate family will include residents of the employee's household, dependents, parents, parents-in-law, children, grandparents, grandparents-in-law, grandchildren, brother, sister, and any person who has acted in loco parentis for the employee or vice versa.
4. Death of Close Friends or Relatives Outside the Immediate Family: No more than three (3) days including travel to attend the funeral of a close friend or relative outside the immediate family.
5. The district has a responsibility to monitor the use of paid leave. It is/would be helpful for the district to know in advance of any intent to use paid leave. The date of the leave and the approximate length of the leave, if in excess of five (5) consecutive days or more as verified by the employee's physician, will allow the district an opportunity to make arrangements for a substitute. The verification by a physician need not indicate any details of the actual medical condition. The decision (if and when) to use paid leave rests with the employee. Some surgeries covered by MESSA insurance may require a second opinion. Second opinions will not be requested by the district. It would be helpful if the employee would notify the district on the progress of his/her recovery in the event it is proceeding faster or slower than anticipated at the time the leave began. The district may, if appropriate, require a medical release to return to work.

B. PERSONAL LEAVE

At the beginning of each school year each teacher shall be credited with two (2) days to be used for personal reasons. A teacher must request use of a personal leave day at least forty-eight (48) hours in advance, in writing, except in emergency situations. Personal leave days shall not be used in situations for which leave is provided under the agreement, nor to extend vacations, holidays, or travel related thereto. The Administration may limit the number of teachers taking personal leave on any day, to one-fourth (1/4) of the teachers in a building, rounded up of the teachers in the building. Each year unused personal leave days, will be banked as unused sick days.

C. COURT APPEARANCE

1. Leave with pay will be provided when a teacher must appear in court in any case connected within the scope of employment if the Association is not an adversary party to the litigation. Paid leave will be provided for jury duty. Any compensation from court, excluding expense reimbursement, will be given to the Board to offset salaries.
2. If a teacher must appear in court, is not an adversary to the litigation, and it is not connected within the scope of employment: the teacher shall be expected to utilize any personal leave available. Furthermore the Board shall charge the teacher at the substitute rate for any additional time, not to exceed three (3) days, needed. Seniority shall accrue during the use of this type of leave.

D. OTHER LEAVES WITH PAY

1. Leave with pay is provided for teachers who visit other schools or attend educational conferences, with approval of the Administration.
2. Leave with pay is provided when a teacher is required to submit to a selective service physical examination.

E. UNUSED SICK DAYS

When a teacher who has ten- (10) years' service in the District retires or resigns from the District, the teacher shall receive a final payment of twenty-two dollars (\$22.00) for each accumulated unused sick day. Should an eligible employee die, this payment shall be made to the employee's estate.

F. ASSOCIATION LEAVE

At the beginning of every school year, the Association shall be credited with twelve (12) teacher days to be used by officers or agents of the Association at the discretion of the Association. The Association must notify the Superintendent at least forty-eight (48) hours in advance of taking such leave. The Association will pay the cost of substitutes. All association approved "association days" will be signed by the association president or vice-president.

G. NOTIFICATION

If, without good cause, notification of absence is not given by the teacher in accordance with the provisions of this Article, the teacher shall have one (1) day's salary deducted for each day's absence without proper notice. In the event a teacher cannot report to work, he/she shall notify the building principal or designee of the absence no later than 6:30 a.m. on the workday that is to be missed.

H. PRORATION

If a teacher must leave work due to a personal illness, a prorated sick day shall be deducted from the teacher's remaining sick days. If there is no remaining sick leave the daily pay of the teacher shall be reduced by a prorated amount.

I. DOCTOR'S STATEMENT

If requested, the Board shall be provided, at the teacher's expense, a written verification from a doctor (M.D. or D.O.) of the status of the teacher's illness or injury which results in an absence of five (5) consecutive days or more.

4.2 UNPAID LEAVE

A. LEAVES OF ABSENCE

Leaves of absence for reasonable periods not to exceed one (1) year may be granted upon request for:

1. Serving in any public position.
2. Maternity and child care leaves. Such leave may be extended for a reasonable period of time at the discretion of the supervisor.
3. Illness leave (physical or mental) beyond accumulated sick leave.
4. Prolonged illness in the immediate family.
5. Educational leave without pay for a period up to an academic year for each employee who wishes to attend school as a full-time student.
6. Association business.
7. Military leave.
8. Other leaves approved by the Superintendent.

Benefits shall not accrue during an unpaid leave.

B. APPLICATION FOR LEAVE OF ABSENCE

An application requesting a leave of absence pursuant to this Article must be submitted to the Superintendent no later than three (3) weeks prior to the time the leave is to commence, provided, however, in proper cases, exceptions shall be made. The request for the leave of absence must be in writing setting forth the reasons for the leave of absence and the anticipated length of time; and if requested, verification shall be submitted. Any extensions for leaves of absence shall be handled the same as the request for the regular leave. The date of return from any leave under this section shall be established in advance by mutual agreement of the Board and the teacher.

C. RETURNING FROM LEAVE

Employees returning early from leave of absence must submit a request to return to work in writing. Employees returning from a medical leave of absence may be required to certify their ability to return to work at least five (5) working days prior to the requested date of the return. Employees returning early from leave must wait for the next available job opening. Employees returning at the approved date will be placed in the position they left or an equivalent position if the leave of absence is 183 contract days or less.

If the leave of absence is 184 contract days or more, the person will be assigned to a position for which they are certified and qualified. If the position no longer exists at the end of any leave of absence, the person will be assigned to another position where they are certified and qualified.

Whenever a leave of absence is extended, the person shall be assigned to a position in which they are qualified and certified when they return.

D. FAILURE TO RETURN

Failure to return from an approved leave on the agreed upon date shall mean the employee has voluntarily terminated his/her employment with the employer.

E. MAINTENANCE OF BENEFITS

Employees who desire to maintain their health care benefits during the period of the leave may do so by arranging to pay monthly in advance the cost of the premium to the Administration. It is understood by the parties that the employee may qualify under the Family and Medical Leave Act of 1993 for paid health care benefits for up to twelve (12) weeks while on unpaid leave.

SECTION V COMPENSATION, SALARIES, AND BENEFITS

5.1 COMPENSATION

A. SALARIES AND EXTRA DUTIES

Salaries for personnel included in the bargaining unit are set forth in Section VI Schedule A incorporated into this Agreement. Compensation for extra-curricular activities is set forth in the Extra-Duty Pay, Schedule B and C, incorporated into this Agreement.

B. ACADEMIC CREDIT

A teacher who acquires academic credit in a University approved masters, specialist or doctoral program or teacher related field approved by the Superintendent beyond the BA/BS degree and provisional certification requirements which calls for advancement on the salary schedule shall be so advanced at the start of the school year provided courses are successfully completed by Labor Day, and at the beginning of the second semester at a pro-rata share for courses completed by that time. Credit shall not be granted for academic credit earned toward provisional certification requirements. Credits that are not part of the aforementioned advanced degree programs must be graduate credits.

C. INSTALLMENTS

A teacher may receive his/her pay in the following manner:

1. 26 equal installments.
2. Paid every two weeks and computed by receiving pay method number one (1) and receiving his lump sum pay the first pay after the last day of school.
3. 22 equal installments.

Provided he/she has met the full requirements of his/her contract and has applied for 1, 2 and 3 above by the end of the previous work year. Otherwise 1 above will be followed.

D. EXPERIENCE CREDIT

New teachers employed by the district may be granted year for year credit on the salary schedule for prior regular K-12 public school employment at the discretion of the Superintendent.

E. MILITARY CREDIT

Teachers who entered active duty military service subsequent to earning both the BA/BS degree and the teaching certificate and who were honorably discharged from active duty shall at the time of hiring be advanced one (1) step on the salary schedule.

F. MILEAGE REIMBURSEMENT

Teachers, whose teaching duties require that they drive their personal car between buildings, shall be reimbursed at the Internal Revenue Service rate or the State of Michigan rate, whichever is less.

G. LONGEVITY PAY

Teachers who have been employed by the District for fourteen (14) or more years at the beginning of the school year shall receive an annual longevity payment according to the following schedule:

2004-2005	14-16 years	4.75% of salary
	17-19 years	5.25% of salary
	20-24 years	5.75% of salary
	25 or more years	8.00% of salary
2005-2007	14-16 years	4.75% of salary
	17-19 years	5.25% of salary
	20-24 years	5.75% of salary
	25 or more years	10.50% of salary

This payment shall be incorporated into the regular paycheck of the employee and paid as per Section 5.1 C. above.

If an employee terminates his/her employment with the district and is subsequently rehired, he/she will not receive longevity credit for “year(s)” served prior to his/her date of rehire. In other words, the employee starts over again in accumulation of employment “years” for purposes of credit for longevity eligibility.

H. ERI INCENTIVE

See Appendix B

I. GRADUATE CREDIT REIMBURSEMENT

The Board will pay one hundred dollars (\$100.00) per hour for classes taken after eighteen (18) hours beyond the BA or continuing certificate, whichever comes first. These classes must be approved in advance by the Superintendent and must apply to the teacher’s present or anticipated future teaching/administrative assignment. Teachers must receive a minimum grade of “B” to receive reimbursement. The maximum Board contribution (total staff pool) shall be two thousand five hundred dollars (\$2500.00) per year. All requests for reimbursement of tuition with proof of successful passing of the class, shall be made in writing to the Superintendent and be submitted not later than one week (five (5) working days) prior to the final pay date in June. A tally will be provided, on request, of the total credit hours currently approved for the fiscal year. The payment shall be made to all qualifying requests with the last regular pay of the fiscal year in June. If requests exceed the two thousand five hundred dollars (\$2500.00) amount allotted by contract, the total amount shall be prorated on a credit hour basis by dividing the total hours of credit payment requested into the two thousand five hundred dollars (\$2500.00) and paying that amount per credit hour to all approved requests. A six- (6) semester hour limit per applicant will exist.

Any unused graduate credit subsidy mentioned above would be used on a pro-rata basis to help defray tuition costs of teachers who have less than (18) semester hours of graduate credit. Teachers must receive a minimum grade of “B” to receive reimbursement. All requests for reimbursement of tuition, with proof of successful passing of class, shall be made in writing to the Superintendent and be submitted not later than one week (five (5) working days) prior to the final pay date in June. The hundred dollars (\$100.00) per semester hour limit will apply for these semester hours. A six- (6) semester hour limit per applicant will exist. A six hundred dollar (\$600) limit per applicant per year will exist.

The Board will not exceed the actual cost of tuition in any of the above mentioned graduate credit reimbursement opportunities. Teachers will not be permitted to receive both Board subsidy at an hourly rate for participating in training and tuition subsidy for the same training as well. The individual teacher shall be permitted to make the choice.

5.2 INSURANCE PROTECTION

A. The Board shall provide without cost to the bargaining unit member, the MESSA PAK (as outlined in Paragraph B below) for a full twelve (12) month period beginning September 1, 2005 for each full-time employee and the employee's eligible dependents. Part-time employees shall receive a pro-rata share of premiums. The remaining amount shall be deducted from the part-time employee's wages.

B. Teachers may select one of the following plans:

Plan A:

MESSA Choices II
LTD
66.67%
120 Calendar Day Modified Fill
4000 Maximum

Pre-existing Condition Waiver-Yes
Alcohol & Drug Abuse Care - Mental/Nervous
Freeze on Offsets-Yes
Two-Year Own Occupation
Cost of Living Benefits-No
Maternity Coverage
Delta Dental -70/70s/70 70% \$1500 (\$1000 Maximum class I, & II, & III Benefits)
Negotiated Life - \$20,000 AD+D
Vision - VSP III Plus

Plan B:

LTD
66.67%
120 Calendar Day Modified Fill
4000 Maximum

Pre-existing Condition Waiver-Yes
Alcohol & Drug Abuse Care - Mental/Nervous
Freeze on Offsets-Yes
Two-Year Own Occupation
Cost of Living Benefits-No
Maternity Coverage
Delta Dental - 70/70s/70 70% \$1500 (\$1000 Maximum class I, & II, & III Benefits)
Negotiated Life - \$25,000 AD+D
Vision - VSP III Plus

In the case of husband and wife both teaching in the district, one will take Plan A and one will take Plan B.

- C. The parties agree to the following insurance enrollment procedures:
1. New employees will be enrolled effective their first day of work. The district agrees to forward the enrollment applications as soon as they have been completed by each new employee and after the employee has worked one (1) day for the district.
 2. Beginning with the 1996-97 school year, September 1st shall be the effective date for the district to pick up insurance coverage for new employees.
 3. The open enrollment period for the bargaining unit shall be the month of September.
 4. The parties will draw a line on the seniority list which entitles those employees working before August 1996 to receive insurance benefits through the month of September in the year in which they leave the employ of the Board. It should be noted that the employee would have to have completed the school year in order to qualify for the twelve (12) months of paid benefits that he/she earned.
 5. The parties agree to meet to modify these procedures as needed to be able to provide insurance coverage to new employees as soon as they commence their employment with the district.

SECTION VI SCHEDULES

7.1 SCHEDULE A - SALARIES - 2003-2004

STEP	BA	BA+20	BA+30	MA	MA+15	MA+30	SPEC
0	30,295	32,199	32,438	33,394	33,871	34,348	35,062
1	31,808	33,712	33,953	34,911	35,383	35,862	36,560
2	33,320	35,227	35,467	36,423	36,898	37,377	38,091
3	34,931	36,739	36,982	37,937	38,412	38,890	39,603
4	36,652	38,562	38,800	39,751	40,231	40,707	41,423
5	38,472	40,377	40,616	41,572	42,050	42,525	43,243
6	40,287	42,197	42,437	43,388	43,872	44,347	45,062
7	42,408	44,316	44,551	45,509	45,984	46,460	47,180
8	44,828	46,739	46,979	47,934	48,410	48,885	49,604
9	47,255	49,165	49,400	50,353	50,833	51,312	52,024
10	50,587	52,494	52,737	53,688	54,162	54,640	55,356
14-16	52,990	54,988	55,242	56,238	56,734	57,235	57,985
17-19	53,243	55,250	55,506	56,507	57,005	57,509	58,262
20-24	53,496	55,513	55,769	56,775	57,276	57,782	58,538
25 +	54,634	56,694	56,956	57,983	58,494	59,012	59,784

7.1 SCHEDULE A - SALARIES - 2004-2005 A

Effective through March 20,2005

STEP	BA	BA+20	BA+30	MA	MA+15	MA+30	SPEC
0	30,749	32,682	32,925	33,895	34,379	34,863	35,588
1	32,285	34,218	34,463	35,435	35,914	36,400	37,108
2	33,820	35,806	35,999	36,970	37,451	37,938	38,662
3	35,455	37,290	37,537	38,506	38,988	39,473	40,197
4	37,202	39,140	39,382	40,348	40,835	41,318	42,045
5	39,049	40,983	41,225	42,196	42,681	43,163	43,892
6	40,891	42,830	43,073	44,039	44,530	45,012	45,738
7	43,044	44,981	45,219	46,192	46,674	47,157	47,888
8	45,500	47,440	47,684	48,653	49,136	49,619	50,348
9	47,964	49,902	50,141	51,109	51,596	52,082	52,804
10	51,346	53,282	53,528	54,493	54,974	55,460	56,186
14-16	53,785	55,813	56,071	57,082	57,585	58,094	58,855
17-19	54,042	56,079	56,339	57,355	57,860	58,372	59,136
20-24	54,298	56,346	56,606	57,627	58,135	58,649	59,417
25 +	55,454	57,544	57,810	58,853	59,372	59,897	60,681

7.1 SCHEDULE A - SALARIES - 2004-2005 B

Effective March 21,2005

STEP	BA	BA+20	BA+30	MA	MA+15	MA+30	SPEC
0	31,211	33,172	33,418	34,404	34,895	35,386	36,122
1	33,796	34,731	34,979	35,966	36,453	36,946	37,665
2	34,327	36,343	36,539	37,524	38,013	38,507	39,242
3	35,987	37,850	38,100	39,084	39,573	40,065	40,800
4	37,760	39,728	39,973	40,952	41,447	41,938	42,675
5	39,635	41,597	41,844	42,829	43,321	43,810	44,550
6	41,505	43,472	43,720	44,699	45,198	45,687	46,424
7	43,690	45,655	45,898	46,885	47,374	47,864	48,606
8	46,183	48,152	48,399	49,383	49,873	50,363	51,103
9	48,683	50,651	50,893	51,875	52,370	52,863	53,596
10	52,116	54,081	54,331	55,311	55,799	56,292	57,029
14-16	54,592	56,650	56,912	57,938	58,449	58,966	59,738
17-19	54,852	56,919	57,184	58,215	58,728	59,247	60,023
20-24	55,113	57,191	57,455	58,491	59,007	59,529	60,308
25 +	56,286	58,408	58,677	59,736	60,262	60,796	61,591

7.1 SCHEDULE A - SALARIES - 2005-2006

STEP	BA	BA+20	BA+30	MA	MA+15	MA+30	SPEC
0	31,336	33,338	33,585	34,576	35,069	35,563	36,302
1	32,933	34,904	35,154	36,146	36,635	37,131	37,874
2	34,499	36,473	36,721	37,712	38,203	38,699	39,438
3	36,167	38,039	38,290	39,279	39,771	40,266	41,004
4	37,948	39,926	40,173	41,158	41,655	42,147	42,889
5	39,833	41,805	42,053	43,042	43,537	44,030	44,772
6	41,712	43,690	43,938	44,923	45,424	45,916	46,656
7	43,908	45,883	46,127	47,118	47,611	48,103	48,849
8	46,414	48,393	48,641	49,630	50,122	50,615	51,359
9	48,926	50,904	51,147	52,135	52,632	53,127	53,864
10	52,901	54,895	55,149	56,143	56,638	57,139	57,887
14-16	55,413	57,502	57,768	58,810	59,328	59,853	60,637
17-19	55,678	57,776	58,044	59,091	59,612	60,139	60,926
20-24	55,942	58,051	58,320	59,372	59,895	60,425	61,215
25 +	58,455	60,659	60,939	62,038	62,585	63,139	63,965

7.1 SCHEDULE A - SALARIES - 2006-2007

STEP	BA	BA+20	BA+30	MA	MA+15	MA+30	SPEC
0	31,837	33,839	34,089	35,094	35,595	36,096	36,847
1	33,427	35,428	35,682	36,688	37,185	37,688	38,442
2	35,016	37,020	37,272	38,277	38,776	39,279	40,030
3	36,709	38,609	38,864	39,868	40,368	40,870	41,619
4	38,517	40,525	40,775	41,775	42,279	42,779	43,532
5	40,431	42,432	42,684	43,688	44,190	44,690	45,444
6	42,338	44,345	44,597	45,596	46,106	46,604	47,356
7	44,567	46,572	46,819	47,825	48,325	48,825	49,582
8	47,110	49,118	49,370	50,374	50,874	51,374	52,129
9	49,660	51,668	51,915	52,917	53,421	53,924	54,672
10	53,694	55,718	55,976	56,985	57,488	57,996	58,755
14-16	56,245	58,365	58,634	59,692	60,219	60,751	61,546
17-19	56,513	58,643	58,915	59,977	60,506	61,041	61,840
20-24	56,781	58,922	59,194	60,262	60,793	61,331	62,133
25 +	59,332	61,568	61,853	62,969	63,524	64,086	64,925

SPLIT GRADE/MULTI AGE COMPENSATION - \$600.00 PER SEMESTER (2003-2007)

7.2 SCHEDULE B - EXTRA-DUTY PAY

If the Board shall assign and the teacher shall accept extra duties as listed in 6.2 Schedule B - Extra Duty, then the following salaries shall be paid in addition to the salaries set forth in the Annual Salary Schedule. It is expressly understood that a contract stipulating extra compensation for a teacher performing extra duties has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board to re-employ such teacher in a capacity other than a classroom teacher shall not be deemed a demotion within the provisions of Public Act 379 of Michigan Acts of 1965.

ANNUAL ADVISOR

High School	5.5%
Middle School.....	3.0%

*ATHLETIC DIRECTOR 11.0%

ATHLETIC TRAINER..... 7.0%

GAME MANAGER.....4.5%ⁱ

BASEBALL

Varsity.....	8.0%
Junior Varsity.....	6.0%

BASKETBALL

Head Boys	13.0%
Junior Varsity Boys.....	9.0%
Ninth Grade.....	8.0%
Seventh/Eighth Grades.....	6.0% ⁱⁱ
Head Girls	13.0%
Junior Varsity Girls.....	9.0%
Ninth Grade.....	8.0%
Seventh/Eighth Grades.....	6.0% ⁱⁱⁱ

BUILDERS CLUB..... 2.0%

CHEERLEADERS

Varsity.....	10.0%
Junior Varsity.....	6.0%
Freshman.....	4.0%
Middle School.....	2.0%

i Per Season
ii Two Boys Teams 9%
iii Two Girls Teams 9%

CLASS ADVISORS

Eleventh/Twelfth Grades	2.0%
Ninth/Tenth Grades.....	1.0%
CLOSEUP.....	2.0%
CROSS COUNTRY (Boys/Girls)	
Varsity.....	8.0%
Middle School.....	4.0%
DEBATE/FORENSICS.....	5.0%
DRAMA/MUSICAL.....	5.0%
DRAMA/Middle School.....	3.5%
DRAMA/Elementary.....	3.5%
ENVIROTHON	3.0%
EVENTS PERSON.....	4.5%
EXTRA-CURRICULAR CLUB.....	2.0%
FOOTBALL	
Head Varsity	12.0%
Assistant Varsity	9.0%
Head Junior Varsity	7.0%
Assistant Junior Varsity	7.0%
Head Freshman	7.0%
Assistant Freshman	7.0%
Seventh/Eighth Grades.....	6.0%
FUTURE PROBLEM SOLVING.....	3.0%
GOLF	8.0%
KEYCLUB.....	5.0%
NATIONAL HONOR SOCIETY	2.0%
ODYSSEY OF THE MIND.....	3.0%
SCIENCE OLYMPIAD	3.0%

SKI(Boys & Girls)

Head Coach.....	8.0%
Assistant Coach.....	6.0%
Middle School Coach.....	4.0%

SOCCER

Varsity Boys.....	8.0%
Varsity Girls.....	8.0%
Seventh/Eighth Grades.....	6.0%

SOFTBALL

Varsity Girls.....	8.0%
Junior Varsity Girls.....	6.0%

STUDENT COUNCIL

High School	5.0%
Middle School.....	2.0%

TRACK

Head Boys	8.0%
Assistant Boys.....	6.0%
Middle School Boys/Girls.....	4.0%
Head Girls	8.0%
Assistant Girls.....	6.0%

VOLLEYBALL

Head	10.0%
Junior Varsity.....	8.0%
Middle School.....	4.0%

WRESTLING

Head	10.0%
Assistant.....	8.0%
Middle School.....	4.0%

*The Association agrees that the duties of the Athletic Director may be assigned to a person outside the bargaining unit.

7.3 SCHEDULE C - CO-CURRICULAR ACTIVITY PAY

INSTRUMENTAL MUSIC	13.0%
VOCAL MUSIC	4.0%
VOCATIONAL AGRICULTURE/F.F.A. ADVISOR	35.0%
MENTOR TEACHER.....	\$500.00
MIDDLE SCHOOL EVENTS PERSON.....	4.5%
BUILDING DIRECTOR.....	\$1,500.00 per semester

7.4 YEARS IN SPORT OR ACTIVITY - LISTED IN SCHEDULES B & C

Years of experience in Sport or Activity	Step on BA Scale
0-1	0
2-3	1
4-5	2
6-7	3
8-up	4

7.5 CALENDAR

2004-2005

August 30	Teacher Workday
August 31	First Day for Students
September 2	Early Release (½ Student Day)
September 3-6	No School – Labor Day Weekend
September 7	School Resumes
September 21	Teacher Professional Development (No Students)
October 6	Parent-Teacher Conf. (No Students/Full Day Teachers)
October 7	Parent-Teacher Conf. (No Students/Full Day Teachers)
November 5	End of the 1 st Marking Period
November 15	Regional Professional Development (No Students)
November 25	Thanksgiving Recess -- NO SCHOOL
November 26	Thanksgiving Recess -- NO SCHOOL
December 22	Christmas Recess Begins at the Close of the Day
January 3	School Resumes
January 19	End of Semester (½ Student Day/Full Day Teachers)
February 21	Presidents Day -- NO SCHOOL
February 24	Professional Development/Parent Teacher Conferences (No Students)
March 24	End of the 3 rd Marking Period
March 25-April 4	Spring Recess Begins at the Close of the Day
April 4	School Resumes
April 29	Teacher Professional Development (No Students)
May 30	Memorial Day -- NO SCHOOL
May 31	Teacher Professional Development Day (No Students)
June 7	Last Day of School (½ Student Day/Full Teacher Day)

174 Student Days/183 Teacher Days

Note: Should the state requirement for hours of instruction change to days of instruction, the parties agree that up to 183 days of instruction may be scheduled with no additional compensation for teachers; however, all days and hours which may be counted toward instruction, such as, but not limited to “Act of God” days or hours, and professional development days or hours, shall be counted toward instruction. Should the school year be extended beyond 183 days for any reason, each member of the bargaining unit shall be paid at his/her per diem rate.

7.5 CALENDAR

2005-2006

August 29	Teacher Workday
August 30	First Day for Students
September 1	Early Release (½ Student Day/Full Day Teachers)
September 2-5	No School – Labor Day Weekend
September 6	School Resumes
September 20	Teacher Professional Development (No Students)
October 3	Parent-Teacher Conf. (No Students/Full Day Teachers)
October 4	Parent-Teacher Conf. (No Students/Full Day Teachers)
November 4	End of the 1 st Marking Period
November 14	Regional Professional Development (No Students/Full Day Teachers)
November 24-25	Thanksgiving Recess -- NO SCHOOL
December 21	Christmas Recess Begins at the Close of the Day (For Students)
December 22	Teacher Professional Development (No Students/Full Day Teachers)
January 3	School Resumes
January 20	End of Semester (½ Student Day/Full Day Teachers)
February 20	Presidents Day -- NO SCHOOL
February 21	Professional Development/Parent Teacher Conferences (No Students)
March 23	End of the 3 rd Marking Period/Spring Recess Begins at the Close of the Day
April 3	School Resumes
April 14	Good Friday – NO SCHOOL
April 26	Teacher Professional Development (No Students/Full Day Teachers)
May 29	Memorial Day -- NO SCHOOL
May 30	Teacher Professional Development Day (No Students/ Full Day Teachers)
June 7	Last Day of School (½ Student Day/Full Teacher Day)

174 Student Days/183 Teacher Days

Note: Should the state requirement for hours of instruction change to days of instruction, the parties agree that up to 183 days of instruction may be scheduled with no additional compensation for teachers; however, all days and hours which may be counted toward instruction, such as, but not limited to “Act of God” days or hours, and professional development days or hours, shall be counted toward instruction. Should the school year be extended beyond 183 days for any reason, each member of the bargaining unit shall be paid at his/her per diem rate.

7.5 CALENDAR

2006-2007

August 28	Teacher Workday
August 29	First Day for Students
August 31	Early Release (½ Student Day)
September 1-4	No School – Labor Day Weekend
September 5	School Resumes
September 19	Teacher Professional Development (No Students)
October 2-3	Parent-Teacher Conf. (No Students/Full Day Teachers)
November 3	End of the 1 st Marking Period
November 13	Regional Professional Development (No Students)
November 23	Thanksgiving Recess -- NO SCHOOL
November 24	Thanksgiving Recess -- NO SCHOOL
December 21	Christmas Recess Begins at the Close of the Day (For Students)
December 22	Teacher Professional Development (No Students/Full Day Teachers)
January 3	School Resumes
January 19	End of Semester (½ Student Day/Full Day Teachers)
February 19	Presidents Day -- NO SCHOOL
February 20	Professional Development/Parent Teacher Conferences (No Students)
March 22	End of the 3 rd Marking Period/Spring Recess Begins at the Close of the Day
April 2	School Resumes
April 6	Good Friday -- NO SCHOOL
April 25	Teacher Professional Development (No Students)
May 28	Memorial Day -- NO SCHOOL
May 29	Teacher Professional Development Day (No Students)
June 6	Last Day of School (½ Student Day/Full Teacher Day)

174 Student Days/183 Teacher Days

Note: Should the state requirement for hours of instruction change to days of instruction, the parties agree that up to 183 days of instruction may be scheduled with no additional compensation for teachers; however, all days and hours which may be counted toward instruction, such as, but not limited to “Act of God” days or hours, and professional development days or hours, shall be counted toward instruction. Should the school year be extended beyond 183 days for any reason, each member of the bargaining unit shall be paid at his/her per diem rate.

APPENDIX A

GROUND RULES FOR TEACHER EVALUATION

1. The primary intent/purpose of the evaluation process is to improve student instruction and help teachers.
2. The private/personal life or activities of the teacher are not within the concern or attention of the Board for evaluation.
3. A preconference will be held before each formal observation. The preconference may be very informal and can be held any time prior to the observation (by mutual agreement).
4. The teacher may request additional observations.
5. The minimum continuous block of time for an observation will be at least 20 minutes in the Junior/Senior High School, and 30 minutes in the elementary schools.
6. There will be at least 15 days between formal observations.
7. Formal classroom observations, for the purpose of teacher observation, shall not be conducted during the:
 - A. First week of the student school year.
 - B. Last two weeks of the student school year.
 - C. Day before, on, or after a school holiday.
 - D. The day after a teacher returns from an absence of two or more days.
 - E. In all of the above (7. A-D), observations may occur during those times with consent of the teacher.
8. Although it is the goal of every teacher to demonstrate competent evidence in all of the areas on the CLASSROOM TEACHER OBSERVATION form, it is not required in order for the teacher to receive a “SATISFACTORY” on the overall performance summary on the TEACHER SUMMATIVE EVALUATION. There is the expectation that the teacher will strive to improve their teaching techniques and methods as assessed on the CLASSROOM TEACHER OBSERVATION form.
9. A teacher receiving an unsatisfactory (No) assessment on the CLASSROOM TEACHER OBSERVATION form will be informed in writing by the administrator of his/her minimum expectations and suggestions for that item in order to receive a satisfactory (Yes) assessment.
10. Teachers will not receive an “UNSATISFACTORY” on their overall performance summary on the TEACHER SUMMATIVE EVALUATION unless a concern in that area has been raised earlier in the evaluation cycle by his/her administrator on the CLASSROOM TEACHER OBSERVATION form.
11. Any NO (unsatisfactory) that appears on the same item on both the first and second CLASSROOM OBSERVATION FORM could result in an UNSATISFACTORY assessment on the corresponding group summary on the TEACHER SUMMATIVE EVALUATION and the placement on an IDP (Individual Development Plan) for the subsequent school year.
12. A third (3rd) formal observation shall occur to determine if a IDP is necessary for the upcoming school year if:
 - A. A 1st observation item YES becomes a 2nd observation NO and:
 - 3 items are marked NO in the area of Lesson Observationor;
 - 2 items are marked NO in the area of Classroom Managementor;
 - 2 items are marked NO in the area of Extended Items/Observation
13. If the third (3rd) formal observation continues to show a NO in any area marked NO on the second (2nd) formal observation in the areas of Classroom Observation and Classroom Management, an IDP could be put in place for the teacher for the following school year.
14. The teacher, mentor and/or Association representative, and administrator shall work together to develop and implement the IDP.
15. The teacher who is placed on an IDP could, at the employee’s request, meet with the Board of Education’s Personnel committee to discuss their plan for improvement.
16. The IDP will contain specific objectives, suggestions, criteria for improvement, and designation for the types of assistance to be provided by the administration or other sources, for the attainment of a satisfactory overall performance on the IDP. When satisfactory overall performance is attained according to the criteria set in the IDP, the IDP will be discontinued.
17. The evaluation process shall be conducted fairly, equally, and without discrimination.

CLASSROOM TEACHER OBSERVATION FORM

Teacher _____ Date: _____

Lesson Observation Y = Yes N = No N/A = Not Applicable

1. Materials and equipment for the lesson are ready when the lesson begins. Comments:	Y	N	N/A
2. Lesson begins in a timely fashion. Comments:	Y	N	N/A
3. Instructional objectives are stated to the students. Comments:	Y	N	N/A
4. Connection to the previous lessons/learning and current instructional objective is made Comments:	Y	N	N/A
5. There is an opportunity for guided and independent practice before graded assessment. Comments:	Y	N	N/A
6. Students are actively involved in the lesson. Comments:	Y	N	N/A
7. Class activities are well organized and effectively paced. Comments:	Y	N	N/A
8. Teacher/pupil interaction is positive and productive. Comments:	Y	N	N/A
9. Classroom activities relate to the instructional objectives being taught. Comments:	Y	N	N/A
10. The lesson/objective is adjusted, if and when needed, during the lesson. Comments:	Y	N	N/A
11. The teacher checks and monitors for student understanding during the lesson. Comments:	Y	N	N/A
12. Clear and concise closing instructions/assignments are given. Comments:	Y	N	N/A
13. The teacher summarizes the desired learning at the conclusion of the lesson. Comments:	Y	N	N/A
14. Instruction is coordinated with district curriculum. Comments:	Y	N	N/A
15. Knowledge of subject matter. Comments:	Y	N	N/A
16. Teaches subject matter at a level for student understanding. Comments:	Y	N	N/A

18. **Methods of Instruction employed during lesson:** (Circle all that apply)

Lecture Teacher Demonstration Reading Cooperative Learning
Group Discussion Student Demonstration Audio-Visual Practice by Doing

Other:

General Comments:

CLASSROOM TEACHER OBSERVATION FORM

Teacher _____ Date: _____

Classroom Management Y = Yes N = No N/A = Not Applicable

1. Teacher posts and enforces classroom rules. Comments:	Y	N	N/A
2. Positive reinforcement for acceptable behavior/performance is used. Comments:	Y	N	N/A
3. Classroom disruptions are appropriately corrected. Comments:	Y	N	N/A
4. Interventions focus on the student's actions, not the student's personality. Comments:	Y	N	N/A
5. Students are kept on task. Comments:	Y	N	N/A
6. Classroom control is appropriate for the current classroom activity. Comments:	Y	N	N/A

Extended Items/Observations Y = Yes N = No N/A = Not Applicable

1. Prepares and has available short-term plans for substitutes. Comments:	Y	N	N/A
2. Use correct English-both oral and written. Comments:	Y	N	N/A
3. Varies techniques, questions, activities and assignments to accommodate ability differences. Comments:	Y	N	N/A
4. Students will be informed about how and when they will be assessed. Comments:	Y	N	N/A
5. Student work is assessed and returned before final evaluation. Comments:	Y	N	N/A
6. Tests/assessments will evaluate what is taught. Comments:	Y	N	N/A
7. Realistically sets high standards for learning. Comments:	Y	N	N/A
8. Provides feedback to and communicates with parents. Comments:	Y	N	N/A
9. Keeps counselor and/or principal advised of potential serious problems. Comments:	Y	N	N/A
10. Maintains records of student learning. Comments:	Y	N	N/A
11. Maintains records of student attendance. Comments:	Y	N	N/A
12. The instructor is willing to try new techniques learned through professional development. Comments:	Y	N	N/A
13. The classroom is well cared for and appropriate displays are used. Comments:	Y	N	N/A
14. Initiates parental contact when necessary. Comments:	Y	N	N/A

CLASSROOM TEACHER OBSERVATION FORM

Teacher _____ Date: _____

Professionalism * Y = Yes N = No N/A = Not Applicable

1. Grooming and general appearance exhibit the qualities of a professional. Comments:	Y	N	N/A
2. Shows interest and enthusiasm about the job. Comments:	Y	N	N/A
3. Uses sound judgment. Comments:	Y	N	N/A
4. Maintains consistent attendance. Comments:	Y	N	N/A
5. Is punctual and prompt (i.e. to assignment, to meetings, submitting reports, etc.). Comments:	Y	N	N/A
6. Follows school policies. Comments:	Y	N	N/A
7. Participates in school related organizations. Comments:	Y	N	N/A
8. Profits from suggestions. Comments:	Y	N	N/A
9. Shows evidence of professional growth. Comments:	Y	N	N/A
10. Works cooperatively with staff members. Comments:	Y	N	N/A

***Not part of summative evaluation or IDP.**

Teacher Comments Attached Yes No

Administrator

Date

Teacher

Date

The evaluator's signature indicates the person responsible for conducting the observation. The teacher's signature indicates that he/she has read the observation. The teacher shall attach a rebuttal if he/she disagrees with this observation.

**BENZIE COUNTY CENTRAL SCHOOLS
TEACHER SUMMATIVE EVALUATION**

Teacher _____ Assignment _____ School _____

Principal _____ Observation Dates _____

Status: Tenure___ Probationary___ 1st year___ 2nd year___ 3rd year___ 4th year___

This form is being used to evaluate all teachers pursuant to the Master Agreement between the Benzie County Central Board of Education and the Benzie County Central Education Association.

1. Lesson Observation: **Satisfactory** **Unsatisfactory**

Comments:

2. Classroom Management **Satisfactory** **Unsatisfactory**

Comments:

3. Extended Items/Observation: **Satisfactory** **Unsatisfactory**

Comments:

**BENZIE COUNTY CENTRAL SCHOOLS
TEACHER SUMMATIVE EVALUATION**

Teacher _____ Assignment _____ School _____

Overall Performance: **Satisfactory** **Unsatisfactory**

Comments:

This evaluation indicates the evaluator's assessment of the teacher's performance. An area marked unsatisfactory will be verified by written comments on at least one observation.

IDP to be instituted as a result of this evaluation: Yes No

Teacher Comments Attached: Yes No

Administrator Date Teacher Date

The evaluator's signature indicates the person responsible for conducting the evaluation. The teacher's signature indicates only that s/he has read the evaluation. The teacher shall attach a rebuttal if s/he disagrees with this evaluation.

2005 APPENDIX B
BENZIE COUNTY CENTRAL SCHOOLS
BENZIE COUNTY CENTRAL EDUCATION ASSOCIATION, MEA/NMEA/NEA
LETTER OF AGREEMENT
EARLY RETIREMENT INCENTIVE PLAN

This Early Retirement Incentive Plan (hereinafter "ERI" or the "Plan") is entered into by and between the Benzie County Central Schools Board of Education (hereinafter, "Board") and the Benzie County Central Education Association, MEA/NMEA/NEA (hereinafter, "Association") in consideration of the mutual covenants and undertakings as recited below:

1. Purpose of the ERI Plan

The purpose of this Plan is to assist eligible members of the Association's bargaining unit who may voluntarily elect resignation or retirement from Benzie County Central Schools. Participation in this Plan is totally voluntary on the part of the eligible employee. The maximum number of participants in the Plan shall be three (3). The Board may, however, at its sole discretion, expand the total number of participants. Participation in the Plan by applicants in excess of three (3) persons shall be subject to Board approval. In all instances participation shall be determined on the basis of district seniority, i.e., those with the greatest seniority participate first. This plan shall apply solely and exclusively to individuals represented by the Association bargaining unit. An individual's resignation shall be considered null and void if she/he is not accepted by the Board for participation in the Plan.

2. Eligibility

To be eligible to participate in this Plan, a bargaining unit member must satisfy all of the following requirements:

- a. Completion of ten (10) years or more as a teacher of full time service with the Board immediately preceding his/her date of resignation June 30, 2005. Service shall be defined as any full time capacity as a teacher with Benzie County Central Schools. Less than full time personnel shall be prorated in the benefit available to them under this Plan based on the status of their employment at the time they file the Application/Retirement Form (Attachment A). Full time shall be considered seven hours (7) of employment or 7/7ths of a contract. If an individual has periods of full and part-time employment with the Board, the aggregate of years of service shall not be less than ten (15) full time equated years at the effective time of his/her resignation.
- b. The bargaining unit member must be employed with the Board on the last scheduled workday prior to his/her retirement or be on approved leave.
- c. The employee must submit a written and executed Application/Retirement form (Attachment A) and Agreement and Waiver/Release of Claims form (Attachment B) to the Board in accordance with the terms of this Plan.

- d. The employee must submit for approval by the Board, a written resignation letter not later than March 1, 2005 with severance to be effective on June 30, 2005.
- e. After an otherwise eligible employee has been approved by the Board to participate in the Plan, the employee must sign a Tax Deferred Payment Program (TDP) Agreement and payroll authorization form, as specified by the Michigan Public School Employee's Retirement System (MPSERS), to effectuate the purchase of generic retirement service credit pursuant to the provisions of Paragraph 5 of this Plan. Further, the participant shall cooperate with the Board in completion of any other necessary measures or actions required to facilitate the purchase of MPSERS service credit under the terms of this Plan.

3. Open Window Provision

Up to and including March 1, but not prior to January 1, of the 2004-2005 school year the Plan is in effect, eligible bargaining unit members (as defined in Section 2) may make application for participation in the Plan under the following timelines:

- a. The provision and opportunity to apply to participate in this Plan will be an open window of specific time from January 1, 2005 until 4:00 p.m. on March 1, 2005. The opportunity to apply for participation in this Plan for the 2004-2005 school year expires at that time.
- b. Eligible employees who wish to apply for the ERI Plan must submit a signed and fully executed ERI Application/Retirement Form (Attachment A) and ERI Plan Agreement Waiver/Release of Claims Form (Attachment B) which are attached hereto and incorporated herein. The completed and signed ERI Plan Application/Retirement and ERI Plan Agreement/Release of Claims Forms must be received at the Superintendent's Office of the School District not later than 4:00 p.m. on March 1, 2005. Failure to provide the properly completed and executed ERI Plan Application/Retirement Form and/or ERI Plan Agreement/Waiver of Claims will result in ineligibility and rejection of the bargaining unit member's application for participation in the Plan.
- c. This Plan shall have application beginning in the 2004-2005 school year and will remain in effect through the 2004-2005 school year.

4. Retirement Date

- a. Bargaining unit members who elect to retire and resign under this Plan shall at the time of application indicate in writing a date of separation, to be June 30, 2005.
- b. Once established, the date of separation shall not be altered absent a mutual subsequent agreement between the Board and the employee.

5. Benefits and Exclusions

- a. The aggregate benefit paid on behalf of eligible bargaining unit member accepted for participation in the ERI Plan shall be an amount not to exceed thirty thousand dollars (\$30,000) per participant which shall only be used by the Board to purchase two (2) years of generic service credit, on behalf of an eligible bargaining unit member participating in the Plan, pursuant to Section 69f of the Michigan Public School Employees Retirement Act. The Plan is to provide for the purchase of two

(2) years of credit for each participating bargaining unit member provided the cost of purchase does not exceed thirty thousand dollars (\$30,000). No participant in the Plan will have the option of choosing to receive the contributed amount directly.

Remittance of the Plan benefit shall be made by the Board directly to the MPSERS as a pre-tax lump sum "pick-up" contribution and shall be regarded as paid by the Board in lieu of direct contributions by the Plan participant on the condition that MPSERS will accept payment of such contributions on a pre-tax basis and also on the condition that the Internal Revenue Service allows such payment on a pre-tax or non-tax basis. Purchase shall be made in accordance with the criteria and procedures established by MPSERS for its Tax-Deferred Payment Program.

In the event that MPSERS will not accept direct contribution on a pre-tax basis or if the Internal Revenue Service preclude pre-tax contributions for purchase of generic service credit, the amount of the Plan benefit which the participant is otherwise entitled to receive (less any withholding and FICA) will be distributed to the eligible participant or the eligible participant shall have the option to render his/her resignation as null and void. Each Plan participant shall execute a Tax-Deferred Service Credit Purchase Agreement/Payroll Authorization form (R392C) as published and approved by the Department of Management and Budget, Office of Retirement Service, Michigan Public Schools Employees Retirement System.

For Plan participants who are eligible, service shall be purchased in tenths, not to exceed a total of two (2) years of generic service credit with a maximum cost of thirty thousand dollars (\$30,000). The Board agrees to purchase a minimum of two (2) years of service credit for each participant but will only expend up to a maximum of thirty thousand dollars (\$30,000) to purchase service credit for participants.

Any balance between the total actuarial cost of purchase (as computed and billed by MPSERS) and the \$30,000 maximum benefit payable by the Board on behalf of the eligible employee as a pick-up contribution under this plan shall not constitute an obligation of the District to the participating employee and shall not be remitted to him/her directly or indirectly. If the \$30,000 maximum Board contribution is insufficient to purchase the requisite years of service for the eligible employee, the employee shall have the sole and exclusive responsibility for payment of any deficiency to MPSERS.

The benefit outlined above will be remitted directly by the Board, on behalf of the ERI Plan participant, to the MPSERS not sooner than ten (10) business days after the employee submits his/her resignation as well as executed copies of Attachments A and B. Furthermore it is expressly understood that the Board prior to the effective date of the employee's resignation, June 30, of current school year must remit the pre-tax lump sum benefit to MPSERS.

- b. In the event the Board has made a lump sum pre-tax pick-up contribution to MPSERS under this Plan for a participant and that participant later revokes or attempts to revoke his/her resignation or election to participate in this Plan without the consent of the Board, the actuarial value of the pick-up contribution (as remitted to MPSERS by the Board) shall be remitted within twenty-four (24) hours to the Board by the individual making such revocation. If not so remitted by the individual, the Board shall have the right to recover the same through institution of civil litigation or other means permitted by law. In the event such litigation is instituted pursuant to this paragraph, the

employee agrees that a consent judgment against him/her in said amount may be entered by the Board in a court of proper jurisdiction within the State of Michigan. The individual making such a revocation additionally agrees to reimburse the Board for its reasonable attorney fees and court costs associated with the recovery of such amounts.

6. Term of the Plan

This Plan shall be effective March 1, 2005 and shall terminate when all benefits have been paid on behalf of each eligible employee who participated in the Plan. The opportunity to participate in this Plan is intended by the parties to act as a benefit and one-time opportunity for those employees who elect to participate. This Plan shall not be regarded as an obligation or establish working conditions beyond the term specified above.

7. Contractual Issues

This Plan temporarily replaces or supersedes any retirement benefits provided by the Board as outlined in the existing or successor Master Agreement between the Board and the Association. Specifically, this agreement suspends the effectiveness and operation of Section 4.1 paragraph E (payment for unused sick leave allowance) of the 2003-2007 Master Agreement or its successor Agreement for those bargaining unit members who participate in this Plan. Under no circumstance shall any teacher be entitled to receive both the benefits paid in the ERI plan and severance benefits specified above.

BENZIE COUNTY CENTRAL SCHOOLS

BENZIE COUNTY CENTRAL EDUCATION
ASSOCIATION, MEA/NMEA/NEA

BOARD OF EDUCATION

By: _____ By: _____

By: _____ By: _____

2005 ATTACHMENT A

BENZIE COUNTY CENTRAL SCHOOLS

EARLY RETIREMENT INCENTIVE PLAN
APPLICATION/RETIREMENT FORM

I, the undersigned employee, hereby apply to participate in the Early Retirement Incentive Plan (hereinafter, "Plan") and request to receive the benefit thereof.

I do hereby:

1. Represent that I have examined and read the Early Retirement Incentive Plan Document and that I understand and knowingly accept its conditions and terms.
2. If accepted for participation in the Plan, I will submit my written resignation for the purposes of retirement with a separation date of the final teacher obligation day of June 30, 2005. I further understand that the date of separation is subject to approval by the Board.
3. Agree to execute the Plan Agreement and Waiver/Release of Claims attached hereto and incorporated herein (Attachment B).

I hereby acknowledge and state that I have carefully read and fully understand the terms and conditions of the Plan, including Attachments A and B, and I do hereby request to participate therein and receive the benefit thereof. In consideration and exchange for my participation, I will tender my voluntary, unconditional and irrevocable resignation from employment with the Benzie County Central Schools according to terms and conditions of the Plan provided that the Board as a participant accepts me. My resignation will be furnished to the Board at the time of approval of my application to participate in the Plan and shall become effective on June 30, 2005 which shall be specified in my resignation provided that MPSERS has acknowledged receipt of and acceptance of the lump sum pre-tax payment by the Board on my behalf. Furthermore, I understand that I have the option to rescind my resignation should MPSERS not accept the lump sum pre-tax payment by the Board on my behalf.

I hereby acknowledge and state I am making this election as an exercise of my own free will and understand that if I were to reject the offer to participate in the Plan, that such rejection would have absolutely no impact or consequences on my current or future employment or status with Benzie County Central Schools.

Dated: _____ Employee Signature: _____

Dated: _____ Accepted By: _____
Title

Agreed upon effective date of resignation if eligible employee is accepted for Plan participation: June 30, 2005.

Dated: _____ Employee Signature: _____

Dated: _____ Witnessed by: _____

STATE OF MICHIGAN)

_____) Ss

COUNTY OF _____)

On this _____ day of _____, 2005, before me personally appeared _____ who being duly sworn says, he/she is person(s) described herein and who executed the foregoing instrument for the purpose therein stated and acknowledged the same as his/her free act and deed.

Notary Public

_____ County, Michigan

My Commission Expires: _____

2005 ATTACHMENT B

**BENZIE COUNTY CENTRAL SCHOOLS/
NORTHERN MICHIGAN EDUCATION ASSOCIATION**

**EARLY RETIREMENT INCENTIVE PLAN
AGREEMENT AND WAIVER/RELEASE OF CLAIMS**

This Early Retirement Incentive Plan (hereinafter, "Plan") Agreement and Waiver/Release of Claims is entered into this ____ day of _____, _____, by, between, and among _____ (hereinafter, "Employee"), the Benzie County Central Schools Board of Education (hereinafter, "Board"), and the Benzie County Central Education Association, MEA/NMEA/NEA (hereinafter, "Association") in consideration of the mutual covenants and undertakings as recited below:

1. Employee acknowledges and agrees that he/she has voluntarily elected to participate in the Early Retirement Incentive Plan (the "Plan") and accepts the benefits and conditions of the Plan as described in the applicable Plan document executed between the Board and Association. Further, Employee acknowledges and agrees that he/she has submitted his/her resignation from employment with the Benzie County Central Schools for the purpose of retirement, according to the terms and conditions of the Plan, voluntarily and that such resignation is irrevocable when accepted by the Board subject to paragraph 3 of this document. Further, Employee acknowledges and understands that he/she could have rejected the offer to participate in the Plan and that such rejection would have had absolutely no impact or consequences upon his/her current or future employment or status with the Benzie County Central Schools
2. The Board Acknowledges and agrees that it shall remit the Plan benefit on behalf of the Employee as a lump sum pre-tax pick-up contribution to the Michigan Public Schools Retirement System (MPSERS) according to the terms and conditions of the plan as described therein. Employee understands and acknowledges that he/she does not have the option to receive the amounts (or any portion thereof) directly contributed by the Board, on behalf of the employee, as a pick-up contribution to MPSERS unless IRS or MPSERS regulations prevent pre-tax contributions to MPSERS on behalf of the employee as described above. In this event the amount of the Plan benefit (less deductions required by law) will be distributed to each Plan participant or the Plan participant shall have the option to render his/her resignation as null and void. Each participant shall be solely responsible for his/her share of all applicable taxes.
3. Employee acknowledges and agrees that he/she has been provided at least forty-five (45) days within which to consider the terms of the Plan as well as this Agreement and Waiver/Release and employee's decision to retire and participate in the Plan. If the employee signs and returns this Agreement and Waiver/Release of Claims (Attachment B) prior to the expiration of the forty-five (45) day period, he/she represents that this has been done as a matter of his/her own desire and that no suggestion or request of that effect has been made either by the Board (including individual Board members, employees and/or agents) or by the Association (including its individual members, employees and/or agents).

Further, employee acknowledges that he/she has a period of seven (7) days following the signing of this Agreement and Waiver/Release within which to revoke the agreement and Waiver/Release. Any such revocation must be either delivered personally to the superintendent or be postmarked (certified mail) on or before the expiration of the seven (7) day period. Any waiver of age discrimination claims under the Older workers Benefit Protection Act/Age Discrimination in Employment Act shall not become effective or enforceable until the seven (7) day revocation period has expired. Also, this Agreement and Waiver/Release does not waive any age discrimination claims which may arise after the date on which it is signed. If such revocation is made, the board shall have the unilateral right to cancel employee's Plan participation and employee shall be responsible for repaying the board for any portion of the Plan benefit which has been remitted on his/her behalf to MPSERS, in accordance with paragraph 5b of the plan.

4. Employee acknowledges and agrees that he/she has contacted communicated with the MPSERS to obtain the necessary information and confirmation of his/her retirement eligibility and benefits and has had the opportunity to seek and obtain information and advice with respect to his/her retirement eligibility and benefits under MPSERS, including the impact or consequences of the Plan benefit thereon and has determined that the terms and conditions thereof are acceptable and satisfactory to him/her. Employee acknowledges and agrees that the Board, (including it's individual Board members, administrators, employees, and/or agents) and the Association, (including it's individual members, employees and/or agents) have not made any representations or provided any advice with regard to his/her eligibility for pension and/or insurance benefits under the MPSERS and he/she agrees that he/she will not hold any of them responsible with respect to any dispute or controversy which may arise regarding his/her eligibility for retirement under MPSERS and/or receipt of benefits from the MPSERS as a result of his/her retirement and the acceptance of the Plan benefit. This does not affect the Employee's right to pursue any such dispute with the MPSERS.
5. Employee acknowledges and agrees that he/she is solely responsible for any and all tax, withholding, or FICA (employee share) liability and/or consequences (including interest and penalties) attributable to or arising from payment by the Board of the Plan benefit lump sum pre-tax "pick-up" contribution on his/her behalf directly to MPSERS and that he/she has had the opportunity to independently seek and obtain information and advice with respect to the tax liability and/or consequences of such payment. Further, Employee acknowledges and agrees that the Board (including it's individual Board members, administrators, employees, and/or agents), and the Association (including it's individual members, employees and/or agents), have not made any representations or provided any advice with regard to his/her tax liability and/or consequences (as defined above) which may arise as a result of that pick-up contribution made to MPSERS on his/her behalf. Employee agrees to indemnify the Benzie County Central Schools, the Board, individual trustees and administrators from any taxes, FICA amounts (employee share), penalties or interest, which may be owed or due by reason of payment of the Plan benefit on behalf of the employee, as described above and in the Plan.
6. The Employee's participation in the Plan (provided the employee satisfies the Plan eligibility criteria) is at the employees option, at the employees sole discretion, since the Board has no practice, policy, or procedure, formal or informal, written or unwritten, which would require the employee to sign this Agreement. If anyone has made any statements to the employee which the employee would interpret as directly, indirectly, or "constructively" requiring the employee or encouraging the employee to sign this Agreement, the employee should not rely on such statements, since such statement or representations do not constitute the position of Benzie County Central Schools. If any employee or agent of Benzie County Central Schools has made statements or representations to the employee regarding the employee's retirement benefits or conditions, which are inconsistent with or additional to the terms of the Plan, the employee should not rely on such statements or representations in deciding whether or not to participate in the Plan.
7. Further, employee acknowledges and agrees that he/she has been informed in writing of the employees eligible to participate in the Plan and any eligibility factors and/or time limits application to receive payment of that benefit. Employee acknowledges and agrees that he/she has received written notification of job titles and ages of all individuals eligible or who have elected to receive the Plan benefit and the ages of any individuals in the bargaining unit who are not eligible for the Plan benefit.
8. Employee acknowledges that he/she has been advised in writing to consult with an attorney prior to accepting and signing this Plan Agreement and Waiver/Release and that he/she has had a reasonable opportunity to consult with an attorney and/or seek other consultation and advice from others of his/her own choosing with respect to the content and terms of this Agreement and Waiver/Release. Employee represents that he/she has carefully read and fully understands all of the provisions of this Plan Agreement and Waiver/Release, which sets forth the entire agreement between the parties hereto. Employee further agrees that he/she has not relied upon any representation or statement, written or oral, not set forth in this document. This Waiver/Release, the Plan itself and the Application/Retirement Form (Attachment A) reflect the entire agreement of the Board and employee relative to this subject matter and replaces all prior or contemporaneous, oral or written understandings, statements, representations, or promises.
9. Employee acknowledges that no other representations have been made to him/her regarding the availability, unavailability, level or character of retirement or severance benefits which may or may not be available in the future to employees of the Board in the bargaining unit represented by the Association. Employee affirms that the terms of the plan represent good and valuable consideration for his/her resignation of employment and tenure rights, irrespective of any seperation or retirement incentive benefits which may become available in the future to members of the bargaining unit represented by the Association. Employee recognizes that increased, different or reduced benefits and/or additional programs of the same character, as the plan may be made available through the process of collective bargaining between the Board and the Association and expressly disclaims any reliance or representations to the contrary.

- 10. Employee and the Association expressly and same. knowingly waive and relinquish employee's receipt of any retirement incentive and/or severance benefits as may be provided in the collective bargaining agreement to the extent specified in Paragraph 7 of the Plan entitled Contractual Issues; it being recognized the amount of benefit payable to employee under the Plan exceed said amounts and shall be regarded as inclusive as same.
- 11. Employee understands and intends that the Board will rely upon the representation and covenants contained in this Agreement.
- 12. This Agreement shall be subject to, and governed by, the laws of the State of Michigan, irrespective of the fact that one or more of the parties now is, or may become, a resident of a different state. In the event any parts of this Agreement are found to be void, the remaining provisions of the Agreement shall never the less be binding with the same effect as though the void parts were deleted.

The employee are encouraged to carefully read this document as well as the Plan itself, to take them home for review and to have them reviewed by the employee's attorney before signing. The employee's participation in the Plan (provided the employee satisfy the Plan's eligibility criteria) is at the employee's option, at the employee's sole discretion, since the Board has no practice, policy, or procedure, formal or informal, written or unwritten, which would require the employee to sign this Agreement. If anyone has made any statements to the employee which the employee interpret as directly, or indirectly or "constructively" requiring the employee or encouraging the employee to sign this Agreement, the employee should not rely on such statements, since they do not constitute the position of Benzie County Central Schools.

If anyone has made statements or representation to the employee regarding the employee's retirement benefits or conditions, which are inconsistent with or additional to the terms of the Plan, the employee should not rely on such statements or representation in deciding whether or not to participate in the Plan.

This Agreement and Waiver/Release of Claims is entered into by me this _____ day of _____, _____, by and between the Board and the Employee who have affixed their signatures as follows:

THIS AGREEMENT CONTAINS A WAIVER AND RELEASE OF CLAIMS

READ CAREFULLY AND COMPLETELY BEFORE SIGNING

Employee Signature: _____ Date: _____

Employee Name: _____ Date: _____

Employee Social Security Number: _____

2006 APPENDIX B
BENZIE COUNTY CENTRAL SCHOOLS

BENZIE COUNTY CENTRAL EDUCATION ASSOCIATION, MEA/NMEA/NEA

LETTER OF AGREEMENT
EARLY RETIREMENT INCENTIVE PLAN

This Early Retirement Incentive Plan (hereinafter "ERI" or the "Plan") is entered into by and between the Benzie County Central Schools Board of Education (hereinafter, "Board") and the Benzie County Central Education Association, MEA/NMEA/NEA (hereinafter, "Association") in consideration of the mutual covenants and undertakings as recited below:

1. Purpose of the ERI Plan

The purpose of this Plan is to assist eligible members of the Association's bargaining unit who may voluntarily elect resignation or retirement from Benzie County Central Schools. Participation in this Plan is totally voluntary on the part of the eligible employee. The maximum number of participants in the Plan shall be three (3). The Board may, however, at its sole discretion, expand the total number of participants. Participation in the Plan by applicants in excess of three (3) persons shall be subject to Board approval. In all instances participation shall be determined on the basis of district seniority, i.e., those with the greatest seniority participate first. This plan shall apply solely and exclusively to individuals represented by the Association bargaining unit. An individual's resignation shall be considered null and void if she/he is not accepted by the Board for participation in the Plan..

2. Eligibility

To be eligible to participate in this Plan, a bargaining unit member must satisfy all of the following requirements:

- a. Completion of ten (10) years or more as a teacher of full time service with the Board immediately preceding his/her date of resignation June 30, 2006. Service shall be defined as any full time capacity as a teacher with Benzie County Central Schools. Less than full time personnel shall be prorated in the benefit available to them under this Plan based on the status of their employment at the time they file the Application/Retirement Form (Attachment A). Full time shall be considered seven hours (7) of employment or 7/7ths of a contract. If an individual has periods of full and part-time employment with the Board, the aggregate of years of service shall not be less than ten (15) full time equated years at the effective time of his/her resignation.
- b. The bargaining unit member must be employed with the Board on the last scheduled workday prior to his/her retirement or be on approved leave.
- c. The employee must submit a written and executed Application/Retirement form (Attachment A) and Agreement and Waiver/Release of Claims form (Attachment B) to the Board in accordance with the terms of this Plan.

- d. The employee must submit for approval by the Board, a written resignation letter not later than March 1, 2006 with severance to be effective on the last teacher obligation day of June 30, 2006.
- e. After an otherwise eligible employee has been approved by the Board to participate in the Plan, the employee must sign a Tax Deferred Payment Program (TDP) Agreement and payroll authorization form, as specified by the Michigan Public School Employee's Retirement System (MPERS), to effectuate the purchase of generic retirement service credit pursuant to the provisions of Paragraph 5 of this Plan. Further, the participant shall cooperate with the Board in completion of any other necessary measures or actions required to facilitate the purchase of MPERS service credit under the terms of this Plan.

3. Open Window Provision

Up to and including March 1, but not prior to January 1, of the 2005-2006 school year the Plan is in effect, eligible bargaining unit members (as defined in Section 2) may make application for participation in the Plan under the following timelines:

- a. The provision and opportunity to apply to participate in this Plan will be an open window of specific time from January 1, 2006 until 4:00 p.m. on March 1, 2006. The opportunity to apply for participation in this Plan for the 2005-2006 school year expires at that time.
- b. Eligible employees who wish to apply for the ERI Plan must submit a signed and fully executed ERI Application/Retirement Form (Attachment A) and ERI Plan Agreement Waiver/Release of Claims Form (Attachment C) which are attached hereto and incorporated herein. The completed and signed ERI Plan Application/Retirement and ERI Plan Agreement/Release of Claims Forms must be received at the Superintendent's Office of the School District not later than 4:00 p.m. on March 1, 2006 but not prior to January 1, 2006. Failure to provide the properly completed and executed ERI Plan Application/Retirement Form and/or ERI Plan Agreement/Waiver of Claims will result in ineligibility and rejection of the bargaining unit member's application for participation in the Plan.
- c. This Plan shall have application beginning in the 2005-2006 school year and will remain in effect through the 2005-2006 school year.

4. Retirement Date

- a. Bargaining unit members who elect to retire and resign under this Plan shall at the time of application indicate in writing a date of separation, to be June 30, 2006.
- b. Once established, the date of separation shall not be altered absent a mutual subsequent agreement between the Board and the employee.

5. Benefits and Exclusions

- a. The aggregate benefit paid on behalf of eligible bargaining unit member accepted for participation in the ERI Plan shall be an amount not to exceed thirty thousand dollars (\$30,000) per participant which shall only be used by the Board to purchase two (2) years of generic service credit, on behalf

of an eligible bargaining unit member participating in the Plan, pursuant to Section 69f of the Michigan Public School Employees Retirement Act. The Plan is to provide for the purchase of two (2) years of credit for each participating bargaining unit member provided the cost of purchase does not exceed thirty thousand dollars (\$30,000). No participant in the Plan will have the option of choosing to receive the contributed amount directly.

Remittance of the Plan benefit shall be made by the Board directly to the MPSERS as a pre-tax lump sum "pick-up" contribution and shall be regarded as paid by the Board in lieu of direct contributions by the Plan participant on the condition that MPSERS will accept payment of such contributions on a pre-tax basis and also on the condition that the Internal Revenue Service allows such payment on a pre-tax or non-tax basis. Purchase shall be made in accordance with the criteria and procedures established by MPSERS for its Tax-Deferred Payment Program.

In the event that MPSERS will not accept direct contribution on a pre-tax basis or if the Internal Revenue Service preclude pre-tax contributions for purchase of generic service credit, the amount of the Plan benefit which the participant is otherwise entitled to receive (less any withholding and FICA) will be distributed to the eligible participant or the eligible participant shall have the option to render his/her resignation as null and void. Each Plan participant shall execute a Tax-Deferred Service Credit Purchase Agreement/Payroll Authorization form (R392C) as published and approved by the Department of Management and Budget, Office of Retirement Service, Michigan Public Schools Employees Retirement System.

For Plan participants who are eligible, service shall be purchased in tenths, not to exceed a total of two (2) years of generic service credit with a maximum cost of thirty thousand dollars (\$30,000). The Board agrees to purchase a minimum of two (2) years of service credit for each participant but will only expend up to a maximum of thirty thousand dollars (\$30,000) to purchase service credit for participants.

Any balance between the total actuarial cost of purchase (as computed and billed by MPSERS) and the \$30,000 maximum benefit payable by the Board on behalf of the eligible employee as a pick-up contribution under this plan shall not constitute an obligation of the District to the participating employee and shall not be remitted to him/her directly or indirectly. If the \$30,000 maximum Board contribution is insufficient to purchase the requisite years of service for the eligible employee, the employee shall have the sole and exclusive responsibility for payment of any deficiency to MPSERS.

The benefit outlined above will be remitted directly by the Board, on behalf of the ERI Plan participant, to the MPSERS not sooner than ten (10) business days after the employee submits his/her resignation as well as executed copies of Attachments A and B. Furthermore it is expressly understood that the Board prior to the effective date of the employee's resignation, June 30, of current school year must remit the pre-tax lump sum benefit to MPSERS.

- b. In the event the Board has made a lump sum pre-tax pick-up contribution to MPSERS under this Plan for a participant and that participant later revokes or attempts to revoke his/her resignation or election to participate in this Plan without the consent of the Board, the actuarial value of the pick-up contribution (as remitted to MPSERS by the Board) shall be remitted within twenty-four (24) hours to the Board by the individual making such revocation. If not so remitted by the individual,

the Board shall have the right to recover the same through institution of civil litigation or other means permitted by law. In the event such litigation is instituted pursuant to this paragraph, the employee agrees that a consent judgment against him/her in said amount may be entered by the Board in a court of proper jurisdiction within the State of Michigan. The individual making such a revocation additionally agrees to reimburse the Board for its reasonable attorney fees and court costs associated with the recovery of such amounts.

6. Term of the Plan

This Plan shall be effective March 1, 2006 and shall terminate when all benefits have been paid on behalf of each eligible employee who participated in the Plan. The opportunity to participate in this Plan is intended by the parties to act as a benefit and one-time opportunity for those employees who elect to participate. This Plan shall not be regarded as an obligation or establish working conditions beyond the term specified above.

7. Contractual Issues

This Plan temporarily replaces or supersedes any retirement benefits provided by the Board as outlined in the existing or successor Master Agreement between the Board and the Association. Specifically, this agreement suspends the effectiveness and operation of Section 4.1 paragraph E (payment for unused sick leave allowance) of the 2003-2007 Master Agreement or its successor Agreement for those bargaining unit members who participate in this Plan. Under no circumstance shall any teacher be entitled to receive both the benefits paid in the ERI plan and severance benefits specified above.

BENZIE COUNTY CENTRAL SCHOOLS
BOARD OF EDUCATION

BENZIE COUNTY CENTRAL EDUCATION
ASSOCIATION, MEA/NMEA/NEA

By: _____ By: _____

By: _____ By: _____

2006 ATTACHMENT A

BENZIE COUNTY CENTRAL SCHOOLS

EARLY RETIREMENT INCENTIVE PLAN
APPLICATION/RETIREMENT FORM

I, the undersigned employee, hereby apply to participate in the Early Retirement Incentive Plan (hereinafter, "Plan") and request to receive the benefit thereof.

I do hereby:

1. Represent that I have examined and read the Early Retirement Incentive Plan Document and that I understand and knowingly accept its conditions and terms.
2. If accepted for participation in the Plan, I will submit my written resignation for the purposes of retirement with a separation date of the final teacher obligation day of June 30, 2006. I further understand that the date of separation is subject to approval by the Board.
3. Agree to execute the Plan Agreement and Waiver/Release of Claims attached hereto and incorporated herein (Attachment B).

I hereby acknowledge and state that I have carefully read and fully understand the terms and conditions of the Plan, including Attachments A and B, and I do hereby request to participate therein and receive the benefit thereof. In consideration and exchange for my participation, I will tender my voluntary, unconditional and irrevocable resignation from employment with the Benzie County Central Schools according to terms and conditions of the Plan provided that the Board as a participant accepts me. My resignation will be furnished to the Board at the time of approval of my application to participate in the Plan and shall become effective on June 30, 2006 which shall be specified in my resignation provided that MPSERS has acknowledged receipt of and acceptance of the lump sum pre-tax payment by the Board on my behalf. Furthermore, I understand that I have the option to rescind my resignation should MPSERS not accept the lump sum pre-tax payment by the Board on my behalf.

I hereby acknowledge and state I am making this election as an exercise of my own free will and understand that if I were to reject the offer to participate in the Plan, that such rejection would have absolutely no impact or consequences on my current or future employment or status with Benzie County Central Schools.

Dated: _____ Employee Signature: _____

Dated: _____ Accepted By: _____
Title

Agreed upon effective date of resignation if eligible employee is accepted for Plan participation: June 30, 2006.

Dated: _____ Employee Signature: _____

Dated: _____ Witnessed by: _____

STATE OF MICHIGAN)

_____) Ss

COUNTY OF _____)

On this ____ day of _____, 2006, before me personally appeared _____ who being duly sworn says, he/she is person(s) described herein and who executed the foregoing instrument for the purpose therein stated and acknowledged the same as his/her free act and deed.

Notary Public

County, Michigan

My Commission Expires: _____

2006 ATTACHMENT B

**BENZIE COUNTY CENTRAL SCHOOLS/
NORTHERN MICHIGAN EDUCATION ASSOCIATION**

**EARLY RETIREMENT INCENTIVE PLAN
AGREEMENT AND WAIVER/RELEASE OF CLAIMS**

This Early Retirement Incentive Plan (hereinafter, "Plan") Agreement and Waiver/Release of Claims is entered into this ____ day of _____, _____, by, between, and among _____ (hereinafter, "Employee"), the Benzie County Central Schools Board of Education (hereinafter, "Board"), and the Benzie County Central Education Association, MEA/NMEA/NEA (hereinafter, "Association") in consideration of the mutual covenants and undertakings as recited below:

1. Employee acknowledges and agrees that he/she has voluntarily elected to participate in the Early Retirement Incentive Plan (the "Plan") and accepts the benefits and conditions of the Plan as described in the applicable Plan document executed between the Board and Association. Further, Employee acknowledges and agrees that he/she has submitted his/her resignation from employment with the Benzie County Central Schools for the purpose of retirement, according to the terms and conditions of the Plan, voluntarily and that such resignation is irrevocable when accepted by the Board subject to paragraph 3 of this document. Further, Employee acknowledges and understands that he/she could have rejected the offer to participate in the Plan and that such rejection would have had absolutely no impact or consequences upon his/her current or future employment or status with the Benzie County Central Schools
2. The Board Acknowledges and agrees that it shall remit the Plan benefit on behalf of the Employee as a lump sum pre-tax pick-up contribution to the Michigan Public Schools Retirement System (MPSERS) according to the terms and conditions of the plan as described therein. Employee understands and acknowledges that he/she does not have the option to receive the amounts (or any portion thereof) directly contributed by the Board, on behalf of the employee, as a pick-up contribution to MPSERS unless IRS or MPSERS regulations prevent pre-tax contributions to MPSERS on behalf of the employee as described above. In this event the amount of the Plan benefit (less deductions required by law) will be distributed to each Plan participant or the Plan participant shall have the option to render his/her resignation as null and void. Each participant shall be solely responsible for his/her share of all applicable taxes.
3. Employee acknowledges and agrees that he/she has been provided at least forty-five (45) days within which to consider the terms of the Plan as well as this Agreement and Waiver/Release and employee's decision to retire and participate in the Plan. If the employee signs and returns this Agreement and Waiver/Release of Claims (Attachment B) prior to the expiration of the forty-five (45) day period, he/she represents that this has been done as a matter of his/her own desire and that no suggestion or request of that effect has been made either by the Board (including individual Board members, employees and/or agents) or by the Association (including its individual members, employees and/or agents).

Further, employee acknowledges that he/she has a period of seven (7) days following the signing of this Agreement and Waiver/Release within which to revoke the agreement and Waiver/Release. Any such revocation must be either delivered personally to the superintendent or be postmarked (certified mail) on or before the expiration of the seven (7) day period. Any waiver of age discrimination claims under the Older workers Benefit Protection Act/Age Discrimination in Employment Act shall not become effective or enforceable until the seven (7) day revocation period has expired. Also, this Agreement and Waiver/Release does not waive any age discrimination claims which may arise after the date on which it is signed. If such revocation is made, the board shall have the unilateral right to cancel employee's Plan participation and employee shall be responsible for repaying the board for any portion of the Plan benefit which has been remitted on his/her behalf to MPSERS, in accordance with paragraph 5b of the plan.

4. Employee acknowledges and agrees that he/she has contacted communicated with the MPSERS to obtain the necessary information and confirmation of his/her retirement eligibility and benefits and has had the opportunity to seek and obtain information and advice with respect to his/her retirement eligibility and benefits under MPSERS, including the impact or consequences of the Plan benefit thereon and has determined that the terms and conditions thereof are acceptable and satisfactory to him/her. Employee acknowledges and agrees that the Board, (including it's individual Board members, administrators, employees, and/or agents) and the Association, (including it's individual members, employees and/or agents) have not made any

representations or provided any advice with regard to his/her eligibility for pension and/or insurance benefits under the MPSERS and he/she agrees that he/she will not hold any of them responsible with respect to any dispute or controversy which may arise regarding his/her eligibility for retirement under MPSERS and/or receipt of benefits from the MPSERS as a result of his/her retirement and the acceptance of the Plan benefit. This does not affect the Employee's right to pursue any such dispute with the MPSERS.

5. Employee acknowledges and agrees that he/she is solely responsible for any and all tax, withholding, or FICA (employee share) liability and/or consequences (including interest and penalties) attributable to or arising from payment by the Board of the Plan benefit lump sum pre-tax "pick-up" contribution on his/her behalf directly to MPSERS and that he/she has had the opportunity to independently seek and obtain information and advice with respect to the tax liability and/or consequences of such payment. Further, Employee acknowledges and agrees that the Board (including its individual Board members, administrators, employees, and/or agents), and the Association (including its individual members, employees and/or agents), have not made any representations or provided any advice with regard to his/her tax liability and/or consequences (as defined above) which may arise as a result of that pick-up contribution made to MPSERS on his/her behalf. Employee agrees to indemnify the Benzie County Central Schools, the Board, individual trustees and administrators from any taxes, FICA amounts (employee share), penalties or interest, which may be owed or due by reason of payment of the Plan benefit on behalf of the employee, as described above and in the Plan.
6. The Employee's participation in the Plan (provided the employee satisfies the Plan eligibility criteria) is at the employee's option, at the employee's sole discretion, since the Board has no practice, policy, or procedure, formal or informal, written or unwritten, which would require the employee to sign this Agreement. If anyone has made any statements to the employee which the employee would interpret as directly, indirectly, or "constructively" requiring the employee or encouraging the employee to sign this Agreement, the employee should not rely on such statements, since such statement or representations do not constitute the position of Benzie County Central Schools. If any employee or agent of Benzie County Central Schools has made statements or representations to the employee regarding the employee's retirement benefits or conditions, which are inconsistent with or additional to the terms of the Plan, the employee should not rely on such statements or representations in deciding whether or not to participate in the Plan.
7. Further, employee acknowledges and agrees that he/she has been informed in writing of the employees eligible to participate in the Plan and any eligibility factors and/or time limits application to receive payment of that benefit. Employee acknowledges and agrees that he/she has received written notification of job titles and ages of all individuals eligible or who have elected to receive the Plan benefit and the ages of any individuals in the bargaining unit who are not eligible for the Plan benefit.
8. Employee acknowledges that he/she has been advised in writing to consult with an attorney prior to accepting and signing this Plan Agreement and Waiver/Release and that he/she has had a reasonable opportunity to consult with an attorney and/or seek other consultation and advice from others of his/her own choosing with respect to the content and terms of this Agreement and Waiver/Release. Employee represents that he/she has carefully read and fully understands all of the provisions of this Plan Agreement and Waiver/Release, which sets forth the entire agreement between the parties hereto. Employee further agrees that he/she has not relied upon any representation or statement, written or oral, not set forth in this document. This Agreement, the Plan itself and the Application/Retirement Form (Attachment A) reflect the entire agreement of the Board and employee relative to this subject matter and replaces all prior or contemporaneous, oral or written understandings, statements, representations, or promises. This Agreement cannot be changed except in writing, signed by all parties.
9. Employee acknowledges that no other representations have been made to him/her regarding the availability, unavailability, level or character of retirement or severance benefits which may or may not be available in the future to employees of the Board in the bargaining unit represented by the Association. Employee affirms that the terms of the plan represent good and valuable consideration for his/her resignation of employment and tenure rights, irrespective of any separation or retirement incentive benefits which may become available in the future to members of the bargaining unit represented by the Association. Employee recognizes that increased, different or reduced benefits and/or additional programs of the same character, as the plan may be made available through the process of collective bargaining between the Board and the Association and expressly disclaims any reliance or representations to the contrary.
10. Employee and the Association expressly and knowingly waive and relinquish employee's receipt of any retirement incentive and/or severance benefits as may be provided in the collective bargaining agreement to the extent specified in Paragraph 7 of the Plan entitled Contractual Issues; it being recognized the amount of benefit payable to employee under the Plan exceed said amounts and shall be regarded as inclusive as same.

11. Employee understands and intends that the Board will rely upon the representation and covenants contained in this Agreement.
12. This Agreement shall be subject to, and governed by, the laws of the State of Michigan, irrespective of the fact that one or more of the parties now is, or may become, a resident of a different state. In the event any parts of this Agreement are found to be void, the remaining provisions of the Agreement shall never the less be binding with the same effect as though the void parts were deleted.

The employee are encouraged to carefully read this document as well as the Plan itself, to take them home for review and to have them reviewed by the employee's attorney before signing. The employee's participation in the Plan (provided the employee satisfy the Plan's eligibility criteria) is at the employee's option, at the employee's sole discretion, since the Board has no practice, policy, or procedure, formal or informal, written or unwritten, which would require the employee to sign this Agreement. If anyone has made any statements to the employee which the employee interpret as directly, or indirectly or "constructively" requiring the employee or encouraging the employee to sign this Agreement, the employee should not rely on such statements, since they do not constitute the position of Benzie County Central Schools.

If anyone has made statements or representation to the employee regarding the employee's retirement benefits or conditions, which are inconsistent with or additional to the terms of the Plan, the employee should not rely on such statements or representation in deciding whether or not to participate in the Plan.

This Agreement and Waiver/Release of Claims is entered into by me this _____ day of _____, _____, by and between the Board and the Employee who have affixed their signatures as follows:

THIS AGREEMENT CONTAINS A WAIVER AND RELEASE OF CLAIMS

READ CAREFULLY AND COMPLETELY BEFORE SIGNING

Employee Signature: _____ Date: _____

Employee Name: _____ Date: _____

Employee Social Security Number: _____

2007 APPENDIX B
BENZIE COUNTY CENTRAL SCHOOLS

BENZIE COUNTY CENTRAL EDUCATION ASSOCIATION, MEA/NMEA/NEA

LETTER OF AGREEMENT
EARLY RETIREMENT INCENTIVE PLAN

This Early Retirement Incentive Plan (hereinafter "ERI" or the "Plan") is entered into by and between the Benzie County Central Schools Board of Education (hereinafter, "Board") and the Benzie County Central Education Association, MEA/NMEA/NEA (hereinafter, "Association") in consideration of the mutual covenants and undertakings as recited below:

1. Purpose of the ERI Plan

The purpose of this Plan is to assist eligible members of the Association's bargaining unit who may voluntarily elect resignation or retirement from Benzie County Central Schools. Participation in this Plan is totally voluntary on the part of the eligible employee. The maximum number of participants in the Plan shall be three (3). The Board may, however, at its sole discretion, expand the total number of participants. Participation in the Plan by applicants in excess of three (3) persons shall be subject to Board approval. In all instances participation shall be determined on the basis of district seniority, i.e., those with the greatest seniority participate first. This plan shall apply solely and exclusively to individuals represented by the Association bargaining unit. An individual's resignation shall be considered null and void if she/he is not accepted by the Board for participation in the Plan..

2. Eligibility

To be eligible to participate in this Plan, a bargaining unit member must satisfy all of the following requirements:

- a. Completion of ten (10) years or more as a teacher of full time service with the Board immediately preceding his/her date of resignation June 30, 2007. Service shall be defined as any full time capacity as a teacher with Benzie County Central Schools. Less than full time personnel shall be prorated in the benefit available to them under this Plan based on the status of their employment at the time they file the Application/Retirement Form (Attachment A). Full time shall be considered seven hours (7) of employment or 7/7ths of a contract. If an individual has periods of full and part-time employment with the Board, the aggregate of years of service shall not be less than ten (15) full time equated years at the effective time of his/her resignation.
- b. The bargaining unit member must be employed with the Board on the last scheduled workday prior to his/her retirement or be on approved leave.
- c. The employee must submit a written and executed Application/Retirement form (Attachment A) and Agreement and Waiver/Release of Claims form (Attachment B) to the Board in accordance with the terms of this Plan.

- d. The employee must submit for approval by the Board, a written resignation letter not later than March 1, 2007 with severance to be effective on the last teacher obligation day of June 30, 2007.
- e. After an otherwise eligible employee has been approved by the Board to participate in the Plan, the employee must sign a Tax Deferred Payment Program (TDP) Agreement and payroll authorization form, as specified by the Michigan Public School Employee's Retirement System (MPERS), to effectuate the purchase of generic retirement service credit pursuant to the provisions of Paragraph 5 of this Plan. Further, the participant shall cooperate with the Board in completion of any other necessary measures or actions required to facilitate the purchase of MPERS service credit under the terms of this Plan.

3. Open Window Provision

Up to and including March 1, but not prior to January 1, of the 2004-2007 school year the Plan is in effect, eligible bargaining unit members (as defined in Section 2) may make application for participation in the Plan under the following timelines:

- a. The provision and opportunity to apply to participate in this Plan will be an open window of specific time from January 1, 2007 until 4:00 p.m. on March 1, 2007. The opportunity to apply for participation in this Plan for the 2006-2007 school year expires at that time.
- b. Eligible employees who wish to apply for the ERI Plan must submit a signed and fully executed ERI Application/Retirement Form (Attachment A) and ERI Plan Agreement Waiver/Release of Claims Form (Attachment B) which are attached hereto and incorporated herein. The completed and signed ERI Plan Application/Retirement and ERI Plan Agreement/Release of Claims Forms must be received at the Superintendent's Office of the School District not later than 4:00 p.m. on March 1, 2007 but not prior to January 1, 2007. Failure to provide the properly completed and executed ERI Plan Application/Retirement Form and/or ERI Plan Agreement/Waiver of Claims will result in ineligibility and rejection of the bargaining unit member's application for participation in the Plan.
- c. This Plan shall have application beginning in the 2004-2007 school year and will remain in effect through the 2006-2007 school year.

4. Retirement Date

- a. Bargaining unit members who elect to retire and resign under this Plan shall at the time of application indicate in writing a date of separation, to be June 30, 2007.
- b. Once established, the date of separation shall not be altered absent a mutual subsequent agreement between the Board and the employee.

5. Benefits and Exclusions

- a. The aggregate benefit paid on behalf of eligible bargaining unit member accepted for participation in the ERI Plan shall be an amount not to exceed thirty thousand dollars (\$30,000) per participant which shall only be used by the Board to purchase two (2) years of generic service credit, on behalf

of an eligible bargaining unit member participating in the Plan, pursuant to Section 69f of the Michigan Public School Employees Retirement Act. The Plan is to provide for the purchase of two (2) years of credit for each participating bargaining unit member provided the cost of purchase does not exceed thirty thousand dollars (\$30,000). No participant in the Plan will have the option of choosing to receive the contributed amount directly.

Remittance of the Plan benefit shall be made by the Board directly to the MPSERS as a pre-tax lump sum "pick-up" contribution and shall be regarded as paid by the Board in lieu of direct contributions by the Plan participant on the condition that MPSERS will accept payment of such contributions on a pre-tax basis and also on the condition that the Internal Revenue Service allows such payment on a pre-tax or non-tax basis. Purchase shall be made in accordance with the criteria and procedures established by MPSERS for its Tax-Deferred Payment Program.

In the event that MPSERS will not accept direct contribution on a pre-tax basis or if the Internal Revenue Service preclude pre-tax contributions for purchase of generic service credit, the amount of the Plan benefit which the participant is otherwise entitled to receive (less any withholding and FICA) will be distributed to the eligible participant or the eligible participant shall have the option to render his/her resignation as null and void. Each Plan participant shall execute a Tax-Deferred Service Credit Purchase Agreement/Payroll Authorization form (R392C) as published and approved by the Department of Management and Budget, Office of Retirement Service, Michigan Public Schools Employees Retirement System.

For Plan participants who are eligible, service shall be purchased in tenths, not to exceed a total of two (2) years of generic service credit with a maximum cost of thirty thousand dollars (\$30,000). The Board agrees to purchase a minimum of two (2) years of service credit for each participant but will only expend up to a maximum of thirty thousand dollars (\$30,000) to purchase service credit for participants.

Any balance between the total actuarial cost of purchase (as computed and billed by MPSERS) and the \$30,000 maximum benefit payable by the Board on behalf of the eligible employee as a pick-up contribution under this plan shall not constitute an obligation of the District to the participating employee and shall not be remitted to him/her directly or indirectly. If the \$30,000 maximum Board contribution is insufficient to purchase the requisite years of service for the eligible employee, the employee shall have the sole and exclusive responsibility for payment of any deficiency to MPSERS.

The benefit outlined above will be remitted directly by the Board, on behalf of the ERI Plan participant, to the MPSERS not sooner than ten (10) business days after the employee submits his/her resignation as well as executed copies of Attachments A and B. Furthermore it is expressly understood that the Board prior to the effective date of the employee's resignation, June 30, of current school year must remit the pre-tax lump sum benefit to MPSERS.

- b. In the event the Board has made a lump sum pre-tax pick-up contribution to MPSERS under this Plan for a participant and that participant later revokes or attempts to revoke his/her resignation or election to participate in this Plan without the consent of the Board, the actuarial value of the pick-up contribution (as remitted to MPSERS by the Board) shall be remitted within twenty-four (24) hours to the Board by the individual making such revocation. If not so remitted by the individual,

the Board shall have the right to recover the same through institution of civil litigation or other means permitted by law. In the event such litigation is instituted pursuant to this paragraph, the employee agrees that a consent judgment against him/her in said amount may be entered by the Board in a court of proper jurisdiction within the State of Michigan. The individual making such a revocation additionally agrees to reimburse the Board for its reasonable attorney fees and court costs associated with the recovery of such amounts.

6. Term of the Plan

This Plan shall be effective March 1, 2007 and shall terminate when all benefits have been paid on behalf of each eligible employee who participated in the Plan. The opportunity to participate in this Plan is intended by the parties to act as a benefit and one-time opportunity for those employees who elect to participate. This Plan shall not be regarded as an obligation or establish working conditions beyond the term specified above.

7. Contractual Issues

This Plan temporarily replaces or supersedes any retirement benefits provided by the Board as outlined in the existing or successor Master Agreement between the Board and the Association. Specifically, this agreement suspends the effectiveness and operation of Section 4.1 paragraph E (payment for unused sick leave allowance) of the 2003-2007 Master Agreement or its successor Agreement for those bargaining unit members who participate in this Plan. Under no circumstance shall any teacher be entitled to receive both the benefits paid in the ERI plan and severance benefits specified above.

BENZIE COUNTY CENTRAL SCHOOLS
BOARD OF EDUCATION

BENZIE COUNTY CENTRAL EDUCATION
ASSOCIATION, MEA/NMEA/NEA

By: _____ By: _____

By: _____ By: _____

2007 ATTACHMENT A

BENZIE COUNTY CENTRAL SCHOOLS

EARLY RETIREMENT INCENTIVE PLAN
APPLICATION/RETIREMENT FORM

I, the undersigned employee, hereby apply to participate in the Early Retirement Incentive Plan (hereinafter, "Plan") and request to receive the benefit thereof.

I do hereby:

1. Represent that I have examined and read the Early Retirement Incentive Plan Document and that I understand and knowingly accept its conditions and terms.
2. If accepted for participation in the Plan, I will submit my written resignation for the purposes of retirement with a separation date of the final teacher obligation day of June 30, 2007. I further understand that the date of separation is subject to approval by the Board.
3. Agree to execute the Plan Agreement and Waiver/Release of Claims attached hereto and incorporated herein (Attachment B).

I hereby acknowledge and state that I have carefully read and fully understand the terms and conditions of the Plan, including Attachments A and B, and I do hereby request to participate therein and receive the benefit thereof. In consideration and exchange for my participation, I will tender my voluntary, unconditional and irrevocable resignation from employment with the Benzie County Central Schools according to terms and conditions of the Plan provided that the Board as a participant accepts me. My resignation will be furnished to the Board at the time of approval of my application to participate in the Plan and shall become effective on June 30, 2007 which shall be specified in my resignation provided that MPERS has acknowledged receipt of and acceptance of the lump sum pre-tax payment by the Board on my behalf. Furthermore, I understand that I have the option to rescind my resignation should MPERS not accept the lump sum pre-tax payment by the Board on my behalf.

I hereby acknowledge and state I am making this election as an exercise of my own free will and understand that if I were to reject the offer to participate in the Plan, that such rejection would have absolutely no impact or consequences on my current or future employment or status with Benzie County Central Schools.

Dated: _____ Employee Signature: _____

Dated: _____ Accepted By: _____
Title

Agreed upon effective date of resignation if eligible employee is accepted for Plan participation: June 30, 2007.

Dated: _____ Employee Signature: _____

Dated: _____ Witnessed by: _____

STATE OF MICHIGAN)

_____) Ss

COUNTY OF _____)

On this _____ day of _____, 2007, before me personally appeared _____ who being duly sworn says, he/she is person(s) described herein and who executed the foregoing instrument for the purpose therein stated and acknowledged the same as his/her free act and deed.

Notary Public

_____ County, Michigan

My Commission Expires: _____

2007 ATTACHMENT B

**BENZIE COUNTY CENTRAL SCHOOLS/
NORTHERN MICHIGAN EDUCATION ASSOCIATION**

**EARLY RETIREMENT INCENTIVE PLAN
AGREEMENT AND WAIVER/RELEASE OF CLAIMS**

This Early Retirement Incentive Plan (hereinafter, "Plan") Agreement and Waiver/Release of Claims is entered into this ____ day of _____, _____, by, between, and among _____ (hereinafter, "Employee"), the Benzie County Central Schools Board of Education (hereinafter, "Board"), and the Benzie County Central Education Association, MEA/NMEA/NEA (hereinafter, "Association") in consideration of the mutual covenants and undertakings as recited below:

1. Employee acknowledges and agrees that he/she has voluntarily elected to participate in the Early Retirement Incentive Plan (the "Plan") and accepts the benefits and conditions of the Plan as described in the applicable Plan document executed between the Board and Association. Further, Employee acknowledges and agrees that he/she has submitted his/her resignation from employment with the Benzie County Central Schools for the purpose of retirement, according to the terms and conditions of the Plan, voluntarily and that such resignation is irrevocable when accepted by the Board subject to paragraph 3 of this document. Further, Employee acknowledges and understands that he/she could have rejected the offer to participate in the Plan and that such rejection would have had absolutely no impact or consequences upon his/her current or future employment or status with the Benzie County Central Schools
2. The Board Acknowledges and agrees that it shall remit the Plan benefit on behalf of the Employee as a lump sum pre-tax pick-up contribution to the Michigan Public Schools Retirement System (MPSERS) according to the terms and conditions of the plan as described therein. Employee understands and acknowledges that he/she does not have the option to receive the amounts (or any portion thereof) directly contributed by the Board, on behalf of the employee, as a pick-up contribution to MPSERS unless IRS or MPSERS regulations prevent pre-tax contributions to MPSERS on behalf of the employee as described above. In this event the amount of the Plan benefit (less deductions required by law) will be distributed to each Plan participant or the Plan participant shall have the option to render his/her resignation as null and void. Each participant shall be solely responsible for his/her share of all applicable taxes.
3. Employee acknowledges and agrees that he/she has been provided at least forty-five (45) days within which to consider the terms of the Plan as well as this Agreement and Waiver/Release and employee's decision to retire and participate in the Plan. If the employee signs and returns this Agreement and Waiver/Release of Claims (Attachment B) prior to the expiration of the forty-five (45) day period, he/she represents that this has been done as a matter of his/her own desire and that no suggestion or request of that effect has been made either by the Board (including individual Board members, employees and/or agents) or by the Association (including its individual members, employees and/or agents).

Further, employee acknowledges that he/she has a period of seven (7) days following the signing of this Agreement and Waiver/Release within which to revoke the agreement and Waiver/Release. Any such revocation must be either delivered personally to the superintendent or be postmarked (certified mail) on or before the expiration of the seven (7) day period. Any waiver of age discrimination claims under the Older workers Benefit Protection Act/Age Discrimination in Employment Act shall not become effective or enforceable until the seven (7) day revocation period has expired. Also, this Agreement and Waiver/Release does not waive any age discrimination claims which may arise after the date on which it is signed. If such revocation is made, the board shall have the unilateral right to cancel employee's Plan participation and employee shall be responsible for repaying the board for any portion of the Plan benefit which has been remitted on his/her behalf to MPSERS, in accordance with paragraph 5b of the plan.

4. Employee acknowledges and agrees that he/she has contacted communicated with the MPSERS to obtain the necessary information and confirmation of his/her retirement eligibility and benefits and has had the opportunity to seek and obtain information and advice with respect to his/her retirement eligibility and benefits under MPSERS, including the impact or consequences of the Plan benefit thereon and has determined that the terms and conditions thereof are acceptable and satisfactory to him/her. Employee acknowledges and agrees that the Board, (including it's individual Board members, administrators, employees, and/or agents) and the Association, (including it's individual members, employees and/or agents) have not made any

representations or provided any advice with regard to his/her eligibility for pension and/or insurance benefits under the MPSERS and he/she agrees that he/she will not hold any of them responsible with respect to any dispute or controversy which may arise regarding his/her eligibility for retirement under MPSERS and/or receipt of benefits from the MPSERS as a result of his/her retirement and the acceptance of the Plan benefit. This does not affect the Employee's right to pursue any such dispute with the MPSERS.

5. Employee acknowledges and agrees that he/she is solely responsible for any and all tax, withholding, or FICA (employee share) liability and/or consequences (including interest and penalties) attributable to or arising from payment by the Board of the Plan benefit lump sum pre-tax "pick-up" contribution on his/her behalf directly to MPSERS and that he/she has had the opportunity to independently seek and obtain information and advice with respect to the tax liability and/or consequences of such payment. Further, Employee acknowledges and agrees that the Board (including its individual Board members, administrators, employees, and/or agents), and the Association (including its individual members, employees and/or agents), have not made any representations or provided any advice with regard to his/her tax liability and/or consequences (as defined above) which may arise as a result of that pick-up contribution made to MPSERS on his/her behalf. Employee agrees to indemnify the Benzie County Central Schools, the Board, individual trustees and administrators from any taxes, FICA amounts (employee share), penalties or interest, which may be owed or due by reason of payment of the Plan benefit on behalf of the employee, as described above and in the Plan.
6. The Employee's participation in the Plan (provided the employee satisfies the Plan eligibility criteria) is at the employee's option, at the employee's sole discretion, since the Board has no practice, policy, or procedure, formal or informal, written or unwritten, which would require the employee to sign this Agreement. If anyone has made any statements to the employee which the employee would interpret as directly, indirectly, or "constructively" requiring the employee or encouraging the employee to sign this Agreement, the employee should not rely on such statements, since such statement or representations do not constitute the position of Benzie County Central Schools. If any employee or agent of Benzie County Central Schools has made statements or representations to the employee regarding the employee's retirement benefits or conditions, which are inconsistent with or additional to the terms of the Plan, the employee should not rely on such statements or representations in deciding whether or not to participate in the Plan.
7. Further, employee acknowledges and agrees that he/she has been informed in writing of the employees eligible to participate in the Plan and any eligibility factors and/or time limits application to receive payment of that benefit. Employee acknowledges and agrees that he/she has received written notification of job titles and ages of all individuals eligible or who have elected to receive the Plan benefit and the ages of any individuals in the bargaining unit who are not eligible for the Plan benefit.
8. Employee acknowledges that he/she has been advised in writing to consult with an attorney prior to accepting and signing this Plan Agreement and Waiver/Release and that he/she has had a reasonable opportunity to consult with an attorney and/or seek other consultation and advice from others of his/her own choosing with respect to the content and terms of this Agreement and Waiver/Release. Employee represents that he/she has carefully read and fully understands all of the provisions of this Plan Agreement and Waiver/Release, which sets forth the entire agreement between the parties hereto. Employee further agrees that he/she has not relied upon any representation or statement, written or oral, not set forth in this document. This Agreement, the Plan itself and the Application/Retirement Form (Attachment A) reflect the entire agreement of the Board and employee relative to this subject matter and replaces all prior or contemporaneous, oral or written understandings, statements, representations, or promises. This Agreement cannot be changed except in writing, signed by all parties.
9. Employee acknowledges that no other representations have been made to him/her regarding the availability, unavailability, level or character of retirement or severance benefits which may or may not be available in the future to employees of the Board in the bargaining unit represented by the Association. Employee affirms that the terms of the plan represent good and valuable consideration for his/her resignation of employment and tenure rights, irrespective of any separation or retirement incentive benefits which may become available in the future to members of the bargaining unit represented by the Association. Employee recognizes that increased, different or reduced benefits and/or additional programs of the same character, as the plan may be made available through the process of collective bargaining between the Board and the Association and expressly disclaims any reliance or representations to the contrary.
10. Employee and the Association expressly and knowingly waive and relinquish employee's receipt of any retirement incentive and/or severance benefits as may be provided in the collective bargaining agreement to the extent specified in Paragraph 7 of the Plan entitled Contractual Issues; it being recognized the amount of benefit payable to employee under the Plan exceed said amounts and shall be regarded as inclusive as same.

- 11. Employee understands and intends that the Board will rely upon the representation and covenants contained in this Agreement.
- 12. This Agreement shall be subject to, and governed by, the laws of the State of Michigan, irrespective of the fact that one or more of the parties now is, or may become, a resident of a different state. In the event any parts of this Agreement are found to be void, the remaining provisions of the Agreement shall never the less be binding with the same effect as though the void parts were deleted.

The employee are encouraged to carefully read this document as well as the Plan itself, to take them home for review and to have them reviewed by the employee's attorney before signing. The employee's participation in the Plan (provided the employee satisfy the Plan's eligibility criteria) is at the employee's option, at the employee's sole discretion, since the Board has no practice, policy, or procedure, formal or informal, written or unwritten, which would require the employee to sign this Agreement. If anyone has made any statements to the employee which the employee interpret as directly, or indirectly or "constructively" requiring the employee or encouraging the employee to sign this Agreement, the employee should not rely on such statements, since they do not constitute the position of Benzie County Central Schools.

If anyone has made statements or representation to the employee regarding the employee's retirement benefits or conditions, which are inconsistent with or additional to the terms of the Plan, the employee should not rely on such statements or representation in deciding whether or not to participate in the Plan.

This Agreement and Waiver/Release of Claims is entered into by me this _____ day of _____, _____, by and between the Board and the Employee who have affixed their signatures as follows:

THIS AGREEMENT CONTAINS A WAIVER AND RELEASE OF CLAIMS

READ CAREFULLY AND COMPLETELY BEFORE SIGNING

Employee Signature: _____ Date: _____

Employee Name: _____ Date: _____

Employee Social Security Number: _____