

Collective Bargaining Agreement

Between The

Buchanan Community Schools

And The

Buchanan-5C Education

Association/MEA/NEA

2015-2018

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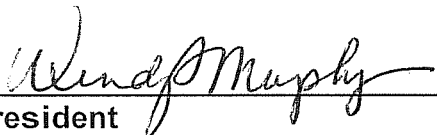
AGREEMENT

This Agreement entered into this 15th day of June, 2015, by and between the Board of Education of the School District of the Buchanan Community Schools, Buchanan, Michigan, ("the Board"), and the Buchanan-5C Education Association/M.E.A./N.E.A., ("the Association").

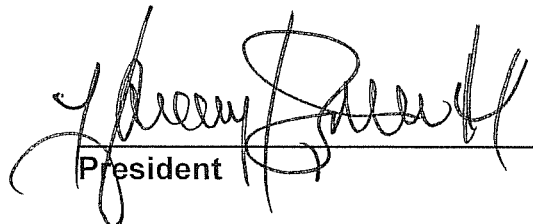
WHEREAS the Board of Education has a statutory obligation pursuant to the Michigan Public Employment Relations Act, MCL 423.201, *et seq.* to negotiate with the Association with respect to wages, hours, and other terms and conditions of employment for the bargaining unit hereinafter specified; and the parties, through negotiations, have reached an understanding pursuant thereto, now desire to execute this contract covering such agreement.

BUCHANAN-5C EDUCATION
ASSOCIATION, M.E.A./N.E.A.

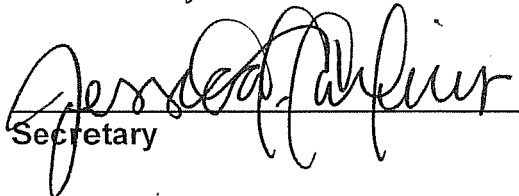
BUCHANAN COMMUNITY SCHOOLS
BOARD OF EDUCATION



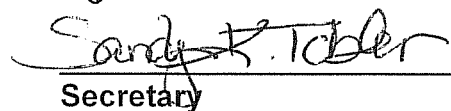
President



President



Secretary



Secretary

6/10/15

Date

Date

ARTICLE 1.

SCOPE OF PERSONNEL COVERED

- A. The Board recognizes the Association as the sole and exclusive collective bargaining representative for all full-time and regularly employed part-time classroom teachers, whether certified or non-certified, including guidance counselors, librarians, excluding therefrom all supervisory, administrative and executive personnel, including, but not limited to, superintendent, assistant superintendents, principals, assistant principals, office and clerical employees, transportation, maintenance and custodial employees, the athletic director, all substitute teachers not permanently employed as hereinafter defined, and all other employees not specifically included as a part of the bargaining unit above-mentioned.

A permanent substitute shall be defined as a substitute who has been employed by the District with an assignment to one specific teaching position, on a full-time basis, for a period of over sixty (60) days of service in that assignment. For the duration of that assignment and in accordance with Section 1236 of the Michigan School Code (MCL 380.1236), said teacher(s) shall be entitled to the wages and benefits of beginning (new) teachers, shall earn paid sick leave at the rate of one (1) day per month, and personal business days at the rate of one (1) day per semester, and shall be entitled to unpaid leaves of absence, but shall not be entitled to be recalled once services are terminated (except as required by law). Moreover, said teacher shall not accrue seniority or experience credit for time as a permanent substitute, unless the teacher is hired into a regular teaching position without interruption of service.

- B. The term "teacher" when used in this Agreement shall refer to all professional employees represented by the Association in the bargaining unit defined in Section A above.
- C. The Board, to the extent it may lawfully do so, agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE 2.

MANAGEMENT RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the school District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested 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 teachers and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to assign, promote, and transfer all such teachers;
 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 and, except as otherwise herein agreed, the hours of instruction and the duties of teachers with respect thereto and the terms and conditions of employment.

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.

ARTICLE 3.

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association shall have the right to use school building space when not otherwise in use in the same manner as the public during reasonable hours for meetings upon request for the use of such space in accordance with the established regulations of the Board of Education. If special custodial service is required, the Association agrees to reimburse the Board of Education for all costs incurred. Any Association representative may transact official Association business upon school property provided the same shall not interfere with a teacher's professional responsibilities. Association representatives who are not employed by the Board shall report to the building principal's office prior to the transaction of such business.
- B. The Association shall have the right to use school facilities and equipment, including telephones, typewriters, duplicating machines, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use, so long as the use does not violate the law and is for the benefit of the entire bargaining unit. The Association agrees that the use of school facilities and equipment shall be limited to qualified operators and in accordance with established regulations. The Association shall pay for the cost of all materials and supplies incident to such use.
- C. (1) The Association shall have the right to post notices of its activities and matters on Association bulletin boards, at least one of which shall be provided in each staff lounge or designated location in each school building, so long as the use does not violate the law and is for the benefit of the entire bargaining unit.
- (2) The Association may use the school internal mail services and teacher mailboxes for communications to teachers in accordance with established regulation, so long as the use does not violate the law and is for the benefit of the entire bargaining unit.
- D. The Board recognizes the right of the Association to make reasonable written requests for certain Board information which will aid the Association in developing intelligent, accurate, informed, and constructive proposals on behalf of the teachers or which will aid the Association in processing any grievance or complaint. The Board agrees to furnish the Association in response to reasonable requests, published information available to the public.

ARTICLE 4.

PROFESSIONAL COMPENSATION

- A. The salaries of employees covered by this agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.

- B.
 - (1) The salary schedule is based upon a normal weekly teaching load during normal teaching hours, as hereinafter defined. Individual teacher contracts shall call for up to one hundred eighty-six (186) teacher work days between the beginning of school and the final day of school, as set forth in the attached calendar.

 - (2) In the event the law is changed to provide for the completion of more than one hundred eighty- six (186) full days of school, than Paragraph B of Article 4B may be reopened at the request of either party for the purpose of negotiating appropriate language to cover the changed situation to the end that neither party to this Agreement be penalized by such change in the law and that the provisions of this Paragraph B shall not be in conflict with the law then in effect.

ARTICLE 5.

TEACHING HOURS

- A. The normal working day for teachers shall not exceed seven hours and thirty-five minutes consecutively, including lunch period. All teachers shall be at their place of duty, assigned by the principal, no later than fifteen (15) minutes (ten minutes for High School teachers and Middle School) prior to the time the students' class day begins. Place of duty shall be flexible depending on need and will be rotated among the staff when feasible. Teachers shall remain at their place of duty, assigned by the principal ten (10) minutes after the students class day ends at the Middle School, Elementary teachers and High School teachers shall remain at least five (5) minutes after the students' class day ends.

The normal student day shall be as follows:

- Ottawa: 8:35am – 3:40pm
- Moccasin: 8:40am – 3:45pm
- Middle School: 7:20am – 2:25pm
- High School: 7:30am – 2:40pm

As determined by the Board's sole discretion, the above student school days start and end times may be adjusted to meet any changes in state requirements and/or for transportation schedules.

- B. All teachers shall be entitled to a duty-free lunch period of not less than twenty-five (25) minutes except those who have agreed to noon period supervision for such remuneration as the Board may agree individually with them to pay but no less than \$7.50 per hour. It is recognized that emergencies might occur that would necessitate the assigning of additional duties to teachers by the building principal. Such assignments will be compensated at the established rate.
- C. A teacher engaged during school hours in negotiating on behalf of the Association with any representative of the Board or participating in any grievance negotiation concerning professional personnel shall be released from regular duties without loss of salary; provided, however that it is understood and agreed by the parties that all such activities shall be restricted to after-school hours except upon mutual agreement from time to time between the Board's administrative representative and the Association.
- D. Teachers may be released from regular duties without loss of salary for up to four (4) days, or the equivalent thereof, out of the specified number of contracted calendar days for planned district sponsored professional development days.

ARTICLE 6.

TEACHING LOADS, ASSIGNMENTS AND PLANNING TIME

- A. The normal weekly teaching load in all grades K-12 shall include at least two hundred fifty (250) minutes for teacher planning time; provided, however, the established schedules and the minimum planning time are subject to change or revision if deemed necessary by the Board after consultation with the Association. It is understood that from time to time teachers will be required to supervise students during recess periods on days when students remain in the building during such periods.

- B. The teachers recognize their responsibility to give reasonable support and assistance to the Administration with student supervision and control. Teachers shall assume an active supervisory role not only in their respective classrooms, but before and after school, hall monitoring, recess, and various other times during the school day.

- C. The Administration reserves the right to call a meeting of the staff either prior to the scheduled starting time or lasting later than the scheduled closing time as is necessary for the smooth and efficient operation of the school. However, no teacher shall be required to attend more than two (2) staff, committee, and/or school-sponsored events where teacher attendance is mandated, required or expected, nor be required to stay longer than a total of 160 minutes in total per week.

ARTICLE 7.

TEACHING CONDITIONS

A. Class size has been reduced to the extent that the Board deemed consistent with its legal obligations, its financial ability, and the practicality thereof. It is the intent of the Board to eliminate what it considers oversized classes whenever and wherever, in its opinion, it may properly do so. The Board believes the problem of class size involves flexibility to meet different or changing situations both in the classroom and confronting the Board and requires continuing study as to what can and should be done from time to time to afford the best solution.

(1) As an aid to such study, a committee of six (6) persons may make periodic advisory recommendations to the Board regarding possible or desirable changes in the size of any particular class or classes. The Association shall designate from its membership three (3) members for such Committee. The Superintendent shall designate three (3) supervisory personnel as members of the Committee.

(2) Either party to this Agreement may request this committee to convene up to two (2) times each calendar year. Thus, said committee may be convened up to four (4) times each calendar year. Said committee shall be convened within ten (10) week days after a request has been made to discuss the school year's anticipated class loads. Requests shall be made in writing to either the Superintendent or the designated representative of the Association.

ARTICLE 8.

LEAVES OF ABSENCE

A. Paid Leaves of Absence

1. **Sick Leave:** Each full-time teacher regularly employed by the Board shall be credited with a total of ten (10) sick leave days each school year. Part-time teachers shall accumulate and be paid sick leave on a pro rata basis. Sick leave shall be governed by the following conditions:
 - a. Sick leave shall be allowed to accumulate for both full-time and part-time teachers. After October 1st of each school year, the Administration shall provide each teacher with a statement specifying the total amount of accumulated sick leave upon request.
 - b. Sick leave days, up to the teacher's maximum accumulation, may be used for the illness, injury, temporary disability (including disability due to pregnancy) or unavoidable quarantine of the teacher. When feasible, teachers shall schedule routine health examinations and/or routine dental examinations outside regular school hours.
 - c. A maximum of three (3) days per occurrence deductible from sick leave may be used for serious illness in the immediate family. A maximum of seven (7) days per occurrence deductible from sick leave may be used for the death of a parent, child, or spouse or five (5) days per death for other members of the immediate family. Immediate family is defined as parent, brother, sister, husband, wife, son, daughter, grandparents, grandchildren, or person with whom one has had an association equivalent to family ties.
 - d. The Board, at its discretion, may grant special use of sick leave in excess of the leaves provided in Subsection b above per occurrence when requested in writing by the teacher. The Board agrees to resolve each such request at the first meeting after receipt of such.
 - e. Payment of sick leave shall be prorated with other benefits.
 - f. A teacher who has exhausted his/her sick leave and cannot return to work may apply for an unpaid leave of absence or an extension of sick leave, which shall be at the Board's discretion.

ARTICLE 8 - LEAVES OF ABSENCE (continued)

- g. A teacher who is absent on sick leave, or who requests return to work from sick leave, or who has exhausted all accumulated sick leave, or whose fitness to perform his/her duties may be impaired by illness, may be required to submit to a physical or mental examination by a physician of the Board's choosing at Board expense, or may be required to submit a physician's statement verifying the teacher's illness or the teacher's fitness to resume or perform his/her duties.

2. **Paid Leaves of Absence Not Chargeable to Sick Leave:** In order to be eligible for the following leaves of absence with pay not chargeable to sick leave, the teacher must give written notice to the Superintendent at least seven (7) days prior to taking said leave, (or within seventy-two (72) hours for personal business leaves) except where waived in writing because of emergency; and, upon said notice, the teacher may qualify as hereinafter specified.

- a. **Personal Business Days:** Two (2) days per year may be used for purposes of personal business which cannot be transacted outside of the regular school day, or when arrangements cannot be made to avoid its use. The personal business day may not be taken on days preceding or succeeding a vacation or holidays without specific prior approval by the building principal. In order to be eligible for personal business leave, the teacher must file his/her request with the building principal at least seventy-two (72) hours before taking said leave and obtain the approval of the building principal. Notification may be waived in cases of emergency by the building principal. Building principals may deny such requests where a staffing problem exists. Such leaves shall not be accumulative. Unused personal business days each year shall be added to the teacher's sick leave accumulative at the end of the school year.
- b. **Professional Leave:** Upon prior approval of the Superintendent, individual teachers may be granted leave of absence to attend educational conferences, workshops, and visitations pertinent to the improvement of the school curriculum or teaching effectiveness. Necessary expenses for such meetings will be paid by the Board upon submission of the proper vouchers when a faculty member is officially designated by the school administration to attend a meeting or convention sponsored by an educational or professional organization.

ARTICLE 8. - LEAVES OF ABSENCE (continued)

- c. **Short Term Leave:** The Board reserves the right to grant other short term leaves in its discretion with or without pay or drawn from sick leave or personal business leave upon written application by the teacher involved.
- d. **Association Leave:** The Board recognizes the Association and its officers as the delegated representatives of the faculty and agrees that there are professional obligations inherent to the Association which is of mutual concern and benefit. Upon request of the Association President, with the consent of the Superintendent, leave for professional action shall be granted.
- e. **Jury Duty:** The Board will grant jury duty leave with pay. In such event, the teacher shall remit all compensation (minus any expense reimbursements) received for jury duty for days so released. Leave for jury duty is for that function only and when not required by the Court to be present, the teacher shall report to school for work.

B. Unpaid Leaves

- 1. **Duration and Re-Employment:** Except as required by uniformed services leave subject to the provisions of the Uniformed Services Employment and Reemployment Act, no unpaid leave of absence shall extend beyond two (2) semesters except by mutual written agreement between the teacher, Association and the Board. Whenever feasible, unpaid leaves shall begin and end at natural school breaks, such as the beginning of the school year, semesters, or marking periods. A teacher returning from an unpaid leave will be returned to the same place on the salary schedule, for the bargaining unit position assigned, and for which the teacher is certified and qualified to teach providing that the teacher is not subject to a reduction in force.
- 2. **Conditions of Unpaid Leave:** A teacher on an unpaid leave shall not accrue seniority, experience credit or sick leave accumulation, unless otherwise agreed upon by the Board prior to the commencement of the leave. Teachers on unpaid leaves (except for authorized family and medical leave) shall not receive Board paid insurance benefits, but may continue such benefits at their option and expense.
 - a. **Child Care Leave:** A leave of absence shall be granted for the purpose of caring for a child, where the teacher is the primary care giver.

ARTICLE 8. - LEAVES OF ABSENCE (continued)

- b. **Uniformed Services Leave:** Uniformed services leave shall be granted under the terms and conditions required by the Uniformed Services Employment and Reemployment Act.
- c. **Extended Personal Leave:** A teacher who has exhausted sick leave and is unable to return to work may be granted an extended personal leave as provided for in Section 1(f) above.
- d. **Family and Medical Leave:** A teacher who has worked for the District for at least 1250 hours during the preceding twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave during any fiscal year under the terms and conditions established by the Family and Medical Leave Act, with health care coverage provided by the Board pursuant to the Family and Medical Leave Act, if requested by the employee, for one or more of the following reasons:
- Birth of the teacher's son or daughter or care for a son or daughter;
 - A child's placement with the teacher for adoption or foster care;
 - To care for a spouse, son or daughter, or parent (but not parent-in-law) who has a serious health condition;
 - The teacher's own serious health condition; or
 - Other reasons specified by the Act.

Any family and medical leave shall be subject to the following conditions:

- i. The teacher shall be required to substitute and exhaust any sick leave he/she may have accrued prior to placement on unpaid family and medical leave.
- ii. If a teacher begins a leave under this section more than five (5) weeks before the end of a semester, the Board may require the leave to be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the teacher would otherwise return to work during the three (3) week period immediately before the conclusion of the semester.
- iii. Upon return from leave, the employee shall be assigned to either the same position from which the leave was taken, or to a comparable position for which the teacher is certified and qualified. Restoration may be denied in the event of a reduction of staff.

ARTICLE 8. - LEAVES OF ABSENCE (continued)

- iv. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control), the Board shall have the right to recover all health care premium payments made during the unpaid leave interval. These amounts may be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within five (5) days of demand.

- v. Teacher Absence: When a teacher is absent on a leave of absence, normal procedure will be to hire a substitute for that teacher for the duration of the leave. The Association will be notified of any exceptions to this procedure.

ARTICLE 9.

PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, before and after school, hall monitoring, recess, and various other times during the school day.
- B. Teachers shall comply with the provisions of current teaching procedures established by the Board in dealing with the student discipline.
- C. Any case of assault upon a teacher by a student or otherwise while at school or en route to or from such work or otherwise directly connected with school work shall be promptly reported to the Board or its designated representative.

The Board's administrative and supervisory personnel shall cooperate fully with the law enforcement authorities in connection with the latter's investigation and prosecution of any such offense. In the event court attendance is required of the teacher in connection with the prosecution of any such offense, the teacher shall suffer no loss of pay for the absence for such court attendance. The Board shall also reimburse the teacher up to but not exceeding five hundred dollars (\$500.00) for legal fees actually incurred by the teacher in obtaining a legal opinion as to his/her rights and obligations as a result of such assault, provided the teacher is not otherwise eligible for representation through the Association.

- D. In the event a teacher's necessary and appropriate clothing (excluding watches, jewelry and eye glasses) is damaged in the course of enforcing student discipline in accordance with District policy, the teacher may apply for reimbursement from the District. The District may reimburse the teacher for such damage up to \$75.00 total per incident.
- E. Teachers shall have, upon reasonable request, the right to review the contents of their personnel files in accordance with the Bullard-Plawecki Employee Right to Know Act and to have a representative of the Association accompany them in such review. Other examination shall be limited to authorized supervisory and office personnel, except that a non-bargaining unit member Association representative or Board members and/or their attorneys may review such files if they are relevant to specific contract administration issues, or administrative or legal proceedings.

A written rebuttal may be attached to any material placed in the file, subject to the limitations of the Bullard-Plawecki Employee Right to Know Act.

If a bargaining unit member believes that material is inappropriate or in error, he/she may request that the material be expunged or corrected and the District, at its sole discretion, may grant such a request.

ARTICLE 10.

GRIEVANCE PROCEDURE

- A.** A grievance shall be alleged violation of the expressed terms of this contract in interpretation or application. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion). It is further understood that the grievance procedure will not apply to matters involving: the termination or failure to re-employ a probationary teacher; any matter for which there is recourse under Federal or State statute; any matter which this Agreement has excluded from the grievance procedure, including a teacher's appointment or re-appointment to serve in an extra-duty position identified in Schedule C; or any matter which is a prohibited subject of bargaining under Section 15 of the Public Employment Relations Act, MCL 423.215.
- B.** The Association shall designate two (2) representatives per building to handle grievances when requested by the grievant. The Board designates the principal of each building to act as its representative at Level One and the Superintendent or his/her designated representative to act at Level Two.
- C.** The term "days" shall mean days in which school is in session or double the days specified during summer months when school is not in session. The time limits provided herein may be extended by written mutual agreement.
- D.** A written grievance shall:
1. Be signed by the grievant or grievants;
 2. Contain a synopsis of the facts giving rise to the alleged violation;
 3. Cite the section or subsections of this Agreement alleged to have been violated;
 4. Contain the approximate date of the alleged violation; and
 5. Specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations set forth beyond five (5) additional days.

ARTICLE 10. - GRIEVANCE PROCEDURE (continued)

E. Level One

A teacher believing himself wronged by an alleged violation of the express provisions of this Agreement shall within six (6) days of knowledge of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. An Association representative may be present upon request of the grievant. If no resolution is obtained within five (5) days of the discussion, the teacher shall within three (3) more days reduce the grievance to writing for the principal's disposition. If no decision is rendered within five (5) days after the written grievance is filed, or if the decision is unsatisfactory to the grievant, the grievant shall within five (5) more days or within five (5) days of the principal's written disposition, whichever is earlier, appeal same to Level Two.

Level Two

A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within ten (10) days of receipt of the grievance, the Superintendent or his/her designated agent shall meet with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in the Superintendent's office.

Level Three

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant, the Association may within ten (10) days request the assistance of a State Mediator for purposes of reaching a mutually acceptable settlement. The Mediation meeting shall be attended by designated representative(s) of the Board and representative(s) of the Association.

Level Four

If, however, no decision is rendered in Level Three, or if the decision is unsatisfactory to the Association, the Association may appeal to the Board by filing a written grievance along with the decision of the Mediator with the officer of the Board in charge of drawing up the agenda for the Board's meeting within five (5) days of the Mediator's session.

ARTICLE 10. - GRIEVANCE PROCEDURE (continued)

Upon proper application as specified in Level Three, the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Said meeting shall be scheduled to be held within twenty (20) days of the date of the appeal from Level Two. Within twenty (20) days from the hearing of the grievance, the Board shall render its decision in writing.

The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance provided; however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than twenty (20) days after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Five

Within twenty (20) days following the Board's response, the grievance may be submitted to binding arbitration. Individual members shall not have the right to submit grievances to arbitration; such right is vested solely with the Association. The selection of an arbitrator and the procedures governing arbitration shall be in accordance with the rules and procedures of the American Arbitration Association. All costs of arbitration shall be borne by the party whose case does not prevail.

- F. Should a teacher fail to institute or appeal a decision within the time limits specified, or voluntarily leaves the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.
- G. The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers unless signed by the President of the Association or Grievance Chairperson.
- H. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association representative is to be at their assigned duty station unless mutually agreed upon.
- I. Any teacher who believes he/she has legitimate grounds for complaint of any nature, even though the complaint may not involve the interpretation and application of the express provisions of this Agreement, may present such complaint as a complaint and have the same processed in the same manner as a grievance under the grievance procedure with the Board level (Level Four) being the final level. It is expressly understood that such complaint is not a grievance, and may be remanded by the Board to the administrator for final consideration.

ARTICLE 11.

STUDENT TEACHERS

- A. It is recognized by all parties that cooperation in the training of teachers is a professional responsibility; however, it is also recognized that to ensure the best possible situation for student teachers, the following rules will be adhered to:
1. The supervising teacher, when possible shall be a tenured teacher, but in no case shall he/she be in the first semester of teaching in the District.
 2. No student teacher will be assigned without the consent of the teacher.
 3. In general, not more than one student teacher shall be assigned to any one teacher but it is recognized that exceptions may arise where the Administration in its judgment may feel it desirable to assign more than one during a school year period.
- B. Any monies received from the student teacher's school will be paid to the supervising teacher.

ARTICLE 12.

DIVISIONAL CHAIRPERSON

- A. Divisional Chairpersons may be appointed each year by the Administration with the consent of the said teacher.
- B. Divisional Chairpersons may be tenured teachers but the position of Divisional Chairpersons will not be a tenured position.
- C. Divisional Chairpersons shall be available for not more than three meetings outside of the regular school year. At least two weeks advance notice of such meetings shall be given.
- D. Divisional Chairpersons will be responsible to the Senior High School Principal who will give to each Divisional Chairpersons prior to the acceptance of the position a list of duties of the position.

ARTICLE 13.

MENTORS

- A.** For the first three (3) years of his/her employment in classroom teaching, a teacher shall be assigned by the school in which he/she teaches to one (1) or more master teachers, or college professors, or retired master teachers, who shall act as a mentor or mentors to the teacher. Bargaining unit members shall be considered for such assignments. Any bargaining unit member so selected may decline. Mentors shall assist the probationary employee to achieve the goals of the probationer's individual development plan.
- B.** If a bargaining unit member is appointed as a mentor, the following provisions shall apply:
1. Bargaining unit mentors shall not participate in the supervision or evaluation of the probationer.
 2. Where possible, the bargaining unit mentor shall be assigned common preparation time.
 3. Except for a matter involving discipline, bargaining unit members shall not be permitted to offer testimony about and aspect of the mentoring relationship in any grievance hearing involving the probationer.
 4. Each mentor shall be compensated at the rate of two percent (2%) of the base each year for their services, inclusive of training activities outside the work day or school year, not to exceed five (5) days beyond the contract year.

ARTICLE 14.

SITE-BASED DECISION MAKING

- A. Site-based decision making is a joint planning and problem solving process that seeks to improve the quality of working life and education.
- B. At each building, a Site-Based Committee made up of various representatives will be formed. Participation on such committee shall be voluntary.
- C. The decisions of the committee shall be implemented so long as those decisions do not exceed the budgetary limits established by the Board and do not affect the operations of other buildings or the District as a whole; do not violate Board policy, the collective bargaining agreement, or the law; and do not effect the decision of other Site-Based Committees and the recommendations of other school committees, such as school improvement or curriculum committees.
- D. If a dispute arises concerning the proper jurisdiction or the proper subject matter for committee decision, the dispute may be submitted to the grievance procedures of this contract.

ARTICLE 15.

ACADEMIC FREEDOM

Both the Board and the Association are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint, and in which academic freedom for teacher and student is protected, as established by applicable law.

Teachers shall work within their respective department or grade levels to choose appropriate materials and methodology consistent with the educational goals and objectives of the District.

ARTICLE 16.

PROFESSIONAL DEVELOPMENT EDUCATIONAL LEAVE

Individuals who possess the Professional Education Certificate and/or Occupational Education Certificate, which must be renewed every five (5) years, may be granted unpaid leave of at least one (1), but not more than two (2), semesters for pursuing certificate renewal offerings from an authorized provider, provided such leave will not interfere with the staffing, curriculum, or educational needs of the District.

ARTICLE 17.

MISCELLANEOUS PROVISIONS

A. Salary Payments

1. Salary payments will be made every other Friday starting two weeks after the final pay for the previous school year. For most years this will be 26 pays; however in some years it will be 27 pays. Income tax deductions will be made from each paycheck; hospitalization, once a month. Tax sheltered annuity deductions and/or deductions for National Education Association mutual funds will be made from each paycheck unless otherwise requested.
2. If a teacher for any reason terminates his/ her service during the school year, a lump sum settlement of the difference between the amount already paid prior to such termination date under the regular contractual plan of 26 pay dates and the contract amount to date of termination and less dues to the Association for the then current year covered by any deduction authorization then in effect will be paid.
3. Teachers wishing a lump sum payment of the balance of money due under the teacher's contract at the end of the school year must make application to the Superintendent by May 1st and such payment will be made on the next regular pay date after the close of school.
4. If the Business Office is closed due to a scheduled holiday on a regular payday, paychecks will be available on the last day the Business Office is open prior to the holiday. The timelines outlined herein, however, shall not apply if normal operations are interrupted.
5. Teachers may, at their option, choose to receive their salary in twenty-one (21) equal bi-weekly installments from September through June. No unusual payroll deduction procedures will be made to cover periods when paychecks are not being received. The Business Office must be notified in writing by August 1 of each year by each teacher desiring this option.

- B. All individual teacher contracts for the term covered by this Agreement shall be made expressly subject to the terms of this Agreement.

ARTICLE 17. - MISCELLANEOUS PROVISIONS (continued)

- C. Copies of this Agreement shall be furnished by the Board to all teachers now employed or hereafter employed during the term of this Agreement.
- D. High School and Middle School teachers acting as substitutes shall be paid at the rate of four dollars and 50 cents (\$4.50) per fifteen (15) minutes (in fifteen minute increments).

Elementary teachers used to substitute for specialist teachers shall be paid at the rate of ten dollars (\$10.00) for each class taught. Every reasonable attempt should be made to obtain a substitute for specialist teachers. In the event there is no substitute, specialist teachers will supply materials and lesson plans suitable for use by the classroom teacher.

- E. Teachers agree to notify the Board as soon as possible of any intent to terminate employment with the District. Pursuant to the Teachers' Tenure Act, failure to give written notice at least sixty (60) days before September 1st of the ensuing school year may result in the forfeiture of the teacher's tenure rights.
- F. The Association will protect and save harmless the Board from any or all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with Article IV and its sub paragraphs and Article V, Section C (2).
- G. The Board and the Association recognize the difficulty which may be encountered in recruiting qualified candidates to replace teachers who terminate employment with the I District. The parties also recognize that the earlier recruitment efforts begin, the better the opportunity is to recruit qualified replacement candidates. Accordingly, the parties agree that the District will pay a One Thousand and No/100 (\$1,000.00) Dollar stipend to any teacher who submits a letter of resignation for the ensuing school year on or before March 1st.

This stipend is not intended as a retirement incentive. Rather, the stipend is intended to encourage teachers to timely notify the I District of their resignation plans so as to allow the District the best opportunity to recruit replacements.

The stipend will be paid in a separate check at the conclusion of the school year. It is not intended that the stipend be included as earnings for retirement purposes. However, such payment will be subject to withholding for state and federal income taxes and payroll taxes.

ARTICLE 18.

INSURANCE PROTECTION

The following insurance provision is provided:

- A. The insurance benefit year shall be July 1 - June 30.
- B. The Association shall identify its preferred insurance carrier and coverage, and shall advise the Board of the insurance carrier and coverage selected for each medical benefit plan coverage year at least Seventy Five (75) days prior to the beginning of the medical benefit plan coverage year. The medical benefit plan identified by the Association shall comply with the Patient Protection and Affordable Care Act, the IRS Code, and Public Act 152 of 2011, as amended (PA 152), including any requirements necessary to avoid taxes, fees, or penalties.
- C. Subject to Public Act 54 of 2011, for those eligible bargaining unit members who opt for district funded insurance, the Board shall contribute the maximum hard-cap amount per eligible teacher allowed under PA 152 of 2011, as amended for the medical benefit plan coverage year then in effect. The Board shall first contribute, if a Health Savings Account (HSA) is elected, \$1,500 (\$750 for single insurance) bi-annually (July 1st and January 1st) into an individual Health Savings Account (HSA) for each member taking insurance. The Board shall then contribute to the teacher's medical benefit plan premiums in a combined amount not to exceed the teacher's applicable PA 152 hard-cap. The Board shall contribute an amount up to each eligible teacher's PA 152 hard-cap in pro-rated monthly premium payments, with the remainder, if any, in a lump sum HSA payment.
- D. For teachers who are assigned to less than a full-time position as defined by the PPACA (currently working an average of 30 hours or more per week in the District), the Board's contribution shall be prorated by using the fraction of the full-time rate the teacher is contracted to teach.
- E. For all teachers continuously employed, insurance benefits allowed shall not be terminated prior to September 1 for any teacher leaving the employment of the Board after June 1 of the same school year, so long as the teacher pays his/her portion of the medical benefit plan costs. The Board's contribution shall cease for any teacher whose employment ceases prior to June 1 or who goes on an unpaid leave of absence, other than a leave of absence under the Family and Medical Leave Act. Teachers shall be responsible for ensuring that the Board is reimbursed for any pro-rated portion of its HRA contributions attributable to that portion of the medical benefit plan coverage year remaining when the teacher leaves active employment with the District, except where the leave is related to the Family and Medical Leave Act.

- F. To the extent allowed by law, teachers may contribute to a health Flexible Spending Account or Section 125 plan in an amount authorized by law for the medical benefit plan coverage year, which shall be used to offset any deductibles, premium costs attributable to the teacher (if any), and any other items allowed by law and the Board's Section 125 plan.

ARTICLE 18. – INSURANCE PROTECTION (continued)

- G. If, in any insurance benefit year, the monthly insurance premium exceeds the Board's contribution, any additional amounts shall be payroll deducted, or if wages are not available for payroll deduction, shall be paid directly by the teacher prior to the 1st of the month in which the premium payment is due.
- H. The Board will provide a Section 125 Plan that complies with the IRS Code.
- I. For those opting to take cash-in-lieu rather than the medical benefit plan, the Board shall pay Three Hundred Fifty Dollars (\$350.00), minus all applicable taxes, deductions, and any payments made towards non-medical benefit insurance plans chosen or required by the teacher, in accordance with the District's Section 125 Plan.

Non-Health Benefits

- A. Dental/Vision, ADD, Life Ins., and LTD benefits are not to exceed \$109,000 annually for 2015 – 2018.
- B. Those eligible employees who choose not to have health insurance may opt for a monthly dollar cash in lieu amount of Three Hundred Fifty Dollars (\$350.00).

ARTICLE 19.

SALARY SCHEDULE CREDIT

- A. A step is equivalent to one year of effective or highly effective evaluations to the District after initial employment.
- B. Credit on the Buchanan salary schedules to a maximum acceptable to the Board may be allowed to those presenting satisfactory prior teaching experience. Credit on the salary schedule may be given at the discretion of the Board up to a maximum of two (2) years for related military, Peace Corps, business, or educational experience.

ARTICLE 20.

SEVERABILITY/EMERGENCY FINANCIAL MANAGER

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.

An emergency financial manager appointed under the Local Government and School District Accountability Act, MCL 141.1501 *et seq.* may reject, modify, or terminate this Agreement as provided by law.

ARTICLE 21.

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2015 and shall continue in effect until June 30, 2018. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

2015-2016 CALENDAR

MONTH		STUDENT DAYS	TEACHER DAYS
Sept. 1	Teacher Work Day		1
Sept. 2 -3	Professional Development – Teachers only		2
Sept. 8	FIRST DAY FOR STUDENTS	17	17
October	½ day students; ½ day PD – Oct. 9	22	22
Nov.	Nov. 13 – ½ day staff / ½ day staff PD HS, MS, & Elem. Conferences Nov. 17- 19 No School Nov. 23 & 24 Thanksgiving Break Nov. 25, 26, 27	16	16 + 2 TPB
December	Winter Break Dec. 21 – Jan. 1	14	14
January	School resumes Jan. 4 Martin Luther King Day – No students-Jan. 18 District In-Service Monday, Jan. 18 (PD) First Semester ends January 28 Record Day Jan. 29 (Teachers Only)	18	20
February	Second Semester Begins Feb. 1 Feb. 19 - ½ day students; ½ day PD for staff HS & MS Conferences Feb. 23-25 ½ day for students and staff Feb. 26	21	20.5 + .5 TPB
March	Elem. Conferences Mar. 28-30	23	23
April	No school for student or staff April 1 Spring Break April 4 - April 8 School resumes April 11 April 29 – ½ day students; ½ day PD	15	15 + 1 TPB
May	May 27 - ½ day students/1/2 day staff Memorial Day No School – May 30	21	20 +.5 TPB
June	June 8 (1/2 day students & full day for staff) June 9 (1/2 day students & full day for staff) June 10 (1/2 day students & full day for staff)	8	8
TOTAL DAYS		175	183

*** Teachers do not need to report to school on January 29, 2015 for records day.

*** Calendar will be reduced one day for each inclement weather day up to a maximum of six days for 2015-2016.

SCHEDULE A

FOR THE YEAR 2015-16	
Step	Salary
Step 1	36,729
Step 2	37,929
Step 3	39,129
Step 4	40,329
Step 5	41,529
Step 6	42,729
Step 7	43,929
Step 8	45,129
Step 9	46,329
Step 10	47,529
Step 11	48,729
Step 12	49,929
Step 13	51,129
Step 14	52,329
Step 15	53,529
Step 16	54,729
Step 17	55,929
Step 18	57,129
Step 19	58,329
Step 20	59,529
Step 21	60,729
Step 22	61,929
Step 23	63,129
Step 24	64,329
Step 25	65,529
Step 26	66,729
Step 27	67,929
Step 28	69,129
Step 29	70,329
Step 30	71,165

FOR THE YEAR 2016-17	
Step	Salary
Step 1	36,913
Step 2	38,113
Step 3	39,313
Step 4	40,513
Step 5	41,713
Step 6	42,913
Step 7	44,113
Step 8	45,313
Step 9	46,513
Step 10	47,713
Step 11	48,913
Step 12	50,113
Step 13	51,313
Step 14	52,513
Step 15	53,713
Step 16	54,913
Step 17	56,113
Step 18	57,313
Step 19	58,513
Step 20	59,713
Step 21	60,913
Step 22	62,113
Step 23	63,313
Step 24	64,513
Step 25	65,713
Step 26	66,913
Step 27	68,113
Step 28	69,313
Step 29	70,513
Step 30	71,165

- | |
|---|
| <ol style="list-style-type: none"> 1. Teachers shall not move to next step unless rated effective or highly effective on annual evaluation 2. Increase are \$1200.00 between steps 3. No Longevity |
|---|

- ❖ **2016 – 2017:** A 1% raise to the base will be given if the district Fund Equity is above 19% based on the 2015 – 2016 audit to be paid beginning on the last pay in December with a cap at \$71,165.
- ❖ **2017 – 2018:** A new salary scale will be created based on final 2016 – 2017 Teacher pay scale.
 - Grant a step on Schedule A for effective and highly-effective teachers
 - 1% raise if Fund Equity is above 19.0% based on 2016-17 audit to be paid beginning last pay in December with a cap at \$71,165.

Extracurricular Salary Classification Proposal

No longer tied to Teacher Salary Scale.

Steps granted annually on Extra-curricular Schedule unless otherwise negotiated.

<p><u>Class 1</u></p> <p>Varsity Basketball Varsity Football</p>	<p><u>Class 5</u></p> <p>Competitive Cheer JV Volleyball Assistant Wrestling Coach</p>
<p><u>Class 2</u></p> <p>Varsity Wrestling Varsity Volleyball *Band *Drama</p>	<p><u>Class 6</u></p> <p>JV Baseball JV Softball JV Soccer *HS Yearbook *HS Student Council Advisor</p>
<p><u>Class 3</u></p> <p>Varsity Baseball Varsity Softball Varsity Soccer</p>	<p><u>Class 7</u></p> <p>Middle School Coaches *Close-up (paid when the trip is during spring break) *Senior Class Advisor *Junior Class Advisor *Side Line Cheer</p>
<p><u>Class 4</u></p> <p>Varsity Track & Field JV Basketball 9th Grade Basketball Assistant Football Coach Varsity Tennis Varsity Golf Varsity Cross Country</p>	<p><u>Class 8</u></p> <p>*Middle School Chorus *Approved Club/Activity (HS/MS/Elementary)</p>
<p>*These positions do not need the MHSSA Certification to move on the salary scale. Note: MHSSA certification classes that are required to move up a step will be paid for by administration.</p>	

Extracurricular Salary Classification Proposal (*Continued*)

No longer tied to Teacher Salary Scale.

Steps granted annually on Extra-curricular Schedule unless otherwise negotiated.

Years Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8
1-2 Steps MHSSA Certification not required	\$6,000	\$4000	\$3500	\$2750	\$2250	\$2000	\$1500	\$1000
3-4 Steps + Level 1 & 2 MHSAA Certification)	\$6500	\$4375	\$3850	\$3075	\$2550	\$2250	\$1750	\$1200
5-6 Steps + Level 3 MHSAA Certification	\$7000	\$4750	\$4200	\$3400	\$2850	\$2500	\$2000	\$1400
7-8 Steps + Level 4 MHSAA Certification	\$7500	\$5125	\$4550	\$3725	\$3150	\$2750	\$2250	\$1600
9 + Steps + Level 5 MHSAA Certification	\$8000	\$5500	\$4900	\$4050	\$3450	\$3000	\$2500	\$1800

Elementary Positions

Outdoor Education Participation –\$50.00 per session
(Paid only in event the day is sufficiently extended)

Outdoor Education Coordinator - \$200.00
(No more than two)

Other

Athletic Event Duty	\$20.00 for Varsity Sports \$15.00 for Junior Varsity and Middle School Sports
Divisional Chair	\$ 50.00 per teacher each division
8 th Grade sponsor	\$200.00
9 th Grade sponsor	\$200.00
10 th Grade Sponsor	\$200.00

SCHEDULE D – UNUSED SICK DAYS

Upon retirement (as defined by the Michigan Public School Employees Retirement Board) from the teaching profession and the Buchanan Community School District, any teacher who has been a full-time employee of the Buchanan School District for fifteen (15) or more consecutive years and has accumulated sick leave days in excess of eighty (80) days shall receive payment for those days in excess of eighty (80), but not more than 170 days, at the daily rate of fifty (50) percent of the daily pay of a substitute teacher at the time of said teacher's retirement.