

CONTRACTUAL AGREEMENT
between
BEAVER ISLAND COMMUNITY SCHOOL BOARD
and
BEAVER ISLAND EDUCATION ASSOCIATION
September 1, 2008, through August 31, 2011

This agreement entered into this first day of September, 2008, by and between the Beaver Island Community School Board of Education, hereinafter called the "Board," and the Beaver Island Education Association-MEA-NEA, hereinafter called the "Association."

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Beaver Island Community School is their mutual aim, and

WHEREAS, the Board has the statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 for all teaching personnel excluding the Principal.

ARTICLE II - BOARD RIGHTS AND RESPONSIBILITIES

Section A - 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 on the Board and vested in it by the laws and Constitution of the State of Michigan and the United States.

Section B - Nothing in this Agreement is to be interpreted as constituting a waiver of the Board of Education's rights and responsibilities to create and maintain schools. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices shall be the exclusive prerogative of the Board except as limited by the terms of this agreement and the constitutions of the State of Michigan and the United States.

Section C - The intent of this agreement is to establish wages and terms and conditions of employment with the Association.

ARTICLE III - ASSOCIATION AND TEACHER RIGHTS

Section A - Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all teachers shall have the right freely to organize, join, and support the Association for the purpose of engaging in statutory collective bargaining. The Board further agrees that it will not discriminate against any teacher with respect to hours, wages or any terms and conditions of employment by reason of his membership in the Association or collective bargaining 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. No religious or political activities of any teacher or the lack thereof shall be the grounds for any discipline or discrimination with respect to the professional employment of the teacher provided the same does not occur during the hours of duty. The private and personal life of any teacher shall not be the subject of any disciplinary action by the Board or its agents as long as it does not affect his/her teaching effectiveness.

Section B - The Association, its members and duly authorized representatives of the MEA and NEA will have the right to use school buildings and transact official local Association business. The employer will honor reasonable requests for building usage from the Association. In exercise of this right the local Association shall schedule its meetings with the Principal and shall not displace any previously scheduled events or classes, and shall not interfere with or interrupt normal school operations.

Section C - Any complaint made against a teacher which is written and placed in the teacher's personnel file shall first be offered to the teacher to be initialed and dated by the teacher. A teacher shall have a right to inspect this file. A teacher will have the right to review the contents of all records, excluding initial references from job application screening, of the district pertaining to said teacher originating after initial employment and to have a representative of the Association accompany him/her in such review.

Section D - A teacher shall be notified, prior to complaints or other material originating after initial employment, being included in his/her personnel file. The teacher may submit a written notation regarding any such material, including written complaints and the same shall be attached to the file copy of the material in question. When a teacher is asked to sign material to be placed in his/her file such signature shall indicate his/her awareness of the material and does not necessarily mean agreement with its content. No complaint will be included in the teacher's personnel file, or used in any disciplinary action unless the teacher has been informed of the complaint and the identity of the complainant is made known to the teacher.

Section E - If any material within the teacher's personnel file is found to be improper as defined in Article III, Sections A through D, incorrect, or illegal such material shall be corrected or expunged, whichever is appropriate. Material of a negative nature, excluding evaluations, shall be removed after three (3) years at the teacher's request provided that a similar incident has not occurred during that time. If the teacher requests removal of this material, all other material accumulated during that same time frame, with the exception of the evaluation, certification papers and other objective material, will also be removed.

Section F - Nothing herein shall be construed to deny or restrict any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations, except to the extent that those rights are limited by this Agreement. The rights provided to teachers elsewhere shall be deemed independent from those set forth in this agreement.

ARTICLE IV - PROFESSIONAL COMPENSATION

Section A - Professional growth of the teaching staff is very important to the school district. The following plan is intended to foster professional growth.

I. College Coursework Reimbursement

A. The district will pay for approved credits using the following guidelines:

1. The district will reimburse the teacher for 75 percent of tuition and books up to a maximum of three hundred (\$300.00) dollars per contract year.
2. The course(s) must be approved by the administration as being applicable to the teaching assignment.
2. Receipts and transcripts must be provided to the administration before reimbursement can be made.
4. The teacher must still be in the employment of the district to receive reimbursement.

B. Transcripts or proof of satisfactory completion should be provided to the administration prior to the start of a new school year.

Section B - The salaries of teachers covered by this Agreement are set forth in Schedule A of the Appendix which is made a part of this Agreement.

Section C - The Board recognizes that professional meetings are enriching experiences. Teachers may submit requests to attend professional meetings to the administrator for approval. Approval and necessary expenses will be granted subject to budget, educational value, and/or relevance to teacher's stated objectives on evaluation. The board will cover the cost of coursework it requests the teacher to pursue.

Section D - The professional hourly rate of any teacher shall be \$25.00 per hour. The teacher shall be paid this established hourly rate, in addition to his/her base salary, for all assigned time spent after the regular teacher work day where attendance is not voluntary, but required. The exception to this is as follows: the administration may call two required meetings per month on days to be agreed upon by both parties. Each meeting shall start no later than 3:30 p.m. and end no later than 4:30 p.m.

Section E - Salaries will be paid in twenty-one (21) equal payments every other Friday or equal payments every other Friday ending with the payday following the last calendar work day of the school year. Bargaining unit members electing to choose twenty-six (26) payments option must do

so in writing to the administrative office before June 30th. Such option will remain in effect during the contractual year.

Section F – Upon appropriate written authorization from an employee, the employer shall deduct from the salary of any such employee and make appropriate remittance for MEA financial services programs, MESSA programs not fully employer-paid, credit union, savings bonds, or any other plans or programs jointly approved by the Association and Board.

ARTICLE V - INSURANCE PROTECTION

Section A - The Board shall provide without cost to the bargaining unit member the following coverage contained within a MESSA PAK: MESSA CHOICES II W/\$5/10 RX, VSP III+, MESSA Term Life at \$20,000.00 (AD&D), Delta Dental E, and MESSA Long Term Disability (LTD) Insurance (Plan 2, 66 2/3%, 90 Calendar Day Modified Fill – (\$3,000.00 monthly maximum on benefits) to each full-time teacher. (Part-time teachers over 15 hours per week shall not be included in the Pak and shall apply their pro-rated portion of the premium toward their choice of insurance options on an ala carte basis-amounts in excess of the Board subsidy shall be the responsibility of the part-time teacher) and his/her immediate family, as defined by MESSA, for a full twelve month period. The Board shall sign a participation agreement. An open enrollment period shall be provided at the commencement of the school year for the teachers.

The MESSA Pak will be configured as follows:

Plan A - For Employees Electing MESSA Health Insurance:

<u>Health</u>	MESSA CHOICES II w/\$5/10 Rx (includes \$5,000.00 AD&D Basic Term Life)
<u>Negotiated Long Term Disability</u>	66 2/3% \$3,000.00 Monthly Maximum Benefit 90 Calendar Day Modified Fill Pre-existing Condition Waiver Freeze on offsets Alcoholism/Drug Addiction - Same as any other illness Mental/Nervous Condition - Same as any other illness. Two Year Own Occupation
<u>Negotiated Life</u>	\$20,000.00 with AD&D
<u>Vision</u>	VSP 3+
<u>Delta Dental</u>	80/80/80: \$1,300 \$1,000 Maximum for Class 1 & II

Plan B - For employees not Electing Health Insurance:

<u>Negotiated Long Term Disability</u>	66 2/3% \$3,000 Monthly Maximum Benefit 90 Calendar Day Modified Fill Pre-existing Condition Waiver Freeze on offsets Alcoholism/Drug Addition - Same as any other illness. Mental/Nervous Condition - Same as any other illness. Two Year Own Occupation
<u>Negotiated Life</u>	\$20,000.00 with AD&D
<u>Vision</u>	VSP 3+
<u>Delta Dental</u>	80/80/80: \$1,300 \$1,000 Maximum for Class 1 & II

Section B - Employees not wishing health insurance subsidy through the school may apply the equivalent of an individual employee's single subscriber premium toward any of the MESSA- or Board-approved options. If a husband and wife are members of the same bargaining unit, one will be eligible for full family and the other the option.

The Employer shall provide a cash option in lieu of health benefits up to the amount of the Super Care I single subscriber premium according to the following:

1. The Employer shall formally adopt a qualified plan document that complies with Section 125 of the Internal Revenue Code.
2. The amount of cash payment received may be applied by the bargaining unit member to an MEA financial services or other mutually approved tax-deferred annuity. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.
3. The program will become effective not more than ninety (90) calendar days from the ratification of this agreement. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.
4. All cost relating to the implementation and administration of benefits under this program shall be borne by the Employer.
5. The Section 125 administration shall be provided by MESSA OPTIONALL. The Employer shall enter into a MESSA OPTIONAL administrative services contract.
6. Any amounts exceeding the Employer subsidy share may be payroll deducted.

ARTICLE VI - TEACHING HOURS, TEACHING LOADS, AND ASSIGNMENT

Section A - The work day for the teachers shall be from 8:15 a.m. until 3:15 p.m. or as otherwise needed to meet the requirements imposed by law as referenced in Section E below. Teachers will be at their teaching stations at 8:20 a.m. In cases of early dismissal, teachers will be released at the same time as the students. Each full-time teacher will be provided an average of five (5) hours (class periods) of preparation time weekly.

Section B - The teacher's preparation period is for the performance of tasks related to their specific teaching assignment. Teachers are expected to be in the building or on the grounds during this time.

Section C - All teachers are entitled to a duty free lunch period.

Section D - Any additional assignments may not be made in the excess of the provisions of Section A without the consent of the teacher.

Section E - The parties to this agreement shall meet at least thirty (30) days prior to the end of each year to determine necessary action to be taken to comply with the State requirement regarding clock hours of instructional time.

The Board and the Association agree that involuntary assignments are to be minimized. Accordingly, the parties agree that a teacher may not be required to take an involuntary assignment for other than just cause.

ARTICLE VII - TEACHING CONDITIONS

Section A - The teachers and Principal shall confer from time to time for the purpose of improving the selection and use of such educational tools as deemed necessary. Teachers are encouraged to make recommendations to the Principal. Teachers shall be provided with a room/program budget and their tentative teaching assignments for the following year by June 1. Teachers shall submit their requisitions for the following year by June 15. The principal shall return the requisition form indicating what has been ordered from the various vendors by June 30. If any of the items requisitioned are not to be approved, the principal shall meet with the teacher prior to June 30 to explain the reasons therefore and work out mutually acceptable alternatives.

Section B - The Board shall make available at least one room which shall be reserved for use as a faculty room in which teachers may confer, work on class preparation, or otherwise discuss school matters.

Section C - The telephone facilities will be made available to teachers. The cost of personal long distance calls is the responsibility of the teacher.

Section D - Pertinent information about a student's health or learning problems can be found in child's folder which is available to teachers seeking such information unless restricted by law.

Section E - Any action including an assault upon a teacher should be promptly reported by the teacher to the Board or its designated representatives. Any disciplinary action taken by a teacher shall be subject to administrative review. The teacher may seek assistance from the Principal in the

event of doubt of the disciplinary action to be meted out. The Board recognizes its responsibility to give all reasonable support and assistance to the teachers with respect to the maintenance of control in the classroom.

Whenever a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons the Board will take steps to make available professional support to assist the teachers with their responsibilities to such pupils.

Section F - The Board, in conjunction with the Administration, shall promulgate rules and regulations setting forth procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed to students, teachers, and parents in a timely manner with the understanding that the current published rules and regulations will be in effect until the new rules and regulations are distributed. In the absence of a published school policy teachers shall be free to employ reasonable punishment consistent with the Corporal Punishment Law.

Section G - If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student the Board shall provide liability insurance coverage, in the amount of \$2,000,000.00 and which provides legal counsel and render all necessary assistance to the teacher in his defense, provided that the Board has determined that the teacher has acted within the scope of his/her authority.

Section H - Time lost by a teacher in making a court appearance in connection with any incident mentioned in this article shall not be charged against the teacher provided that the Board has determined that the teacher has acted within the scope of his/her authority.

Section I - The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher which occurs on the school premises while the teacher is on duty or on the school premises in connection with any incident mentioned in this article provided that the Board has determined that the teacher has acted within the scope of his/her authority.

ARTICLE VIII - LEAVE DAYS

Section A - At the beginning of each year, each teacher shall be credited with 15 days of sick leave. These days, if unused, will accumulate up to 120 days. These days may be taken by the teacher for personal illness or disability, illness in the immediate family (husband, wife, mother, father, brother, sister, children, legal ward, grandchildren, grandparents and the same members of the spouse's family), death, family-care needs, child birth, adoption, and medical appointments.

Section B - A leave bank shall be established and administered as hereinafter set forth:

1. On September 1, the leave bank will be credited with three leave days per teacher on payroll and each teacher will have his/her accumulated days debited for these three days. At the end of a school year a teacher will have the opportunity to donate any number of his/her leave days to the sick bank. The sick bank shall not exceed 120 days. In the event that the

sick bank should not require three days per teacher on payroll to bring it to maximum level an equal number of days will be taken from each teacher to bring it as close to 120 as possible.

2. Applications for withdrawal from the leave bank shall be made to the leave bank committee, which is selected by the teachers. The committee shall be responsible for authenticating the claim as well as the eligibility of the teachers to withdraw from the bank according to the eligibility criteria set forth herein. The committee shall not have authority to grant leave days from the leave bank for any purpose or under any other criteria than as specified in Article VIII, Section A. Each September the teachers shall select three members to the leave bank committee. Copies of the committee's decisions on applications shall be forwarded to the Principal for approval.

Section C - A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted upon request a leave of absence without pay for the duration of such illness or disability up to one school year. The leave may be renewed each year upon written request by the teacher and upon authorization of the Board.

Section D - Each teacher shall be credited with two (2) days per year for use as personal days. Prior approval by the Principal is required. Personal days may be taken the day before or the day following a vacation period if the teacher notifies the principal in writing at least ten (10) days prior to the date of such requested leave. No more than two (2) teachers shall use this option on the same date. If more than two (2) teachers apply for the same date, seniority shall be used as the deciding factor in determining which leave requests are granted.

Section E - Teachers not using more than two (2) sick days per school year will be compensated in a lump sum payment according to the following schedule:

<u>Days Used</u>	<u>Bonus</u>
0	\$300.00
1	\$200.00
2	\$150.00

This lump sum payment shall be made after the course of the school year and before July 1. Any payment shall in no way affect the number of sick days accumulated by the teacher.

ARTICLE IX - LEAVES OF ABSENCES

Section A - Leaves of absence with pay shall include the following:

- I. Jury Duty/Witness
 - A. The teacher shall remit to the district any fees other than mileage/transportation or other reimbursement for actual expenses received from the court, or the teacher will

give written authorization to the District to deduct same from pay. Upon request the teacher will submit the Notice to be Called.

- II. Whenever a teacher is primarily responsible for students on off-island school sponsored trips, the teacher will earn one compensatory hour for each four non-school hours spent on said trip. These hours may be used in multiples of three at the discretion of the teacher.
- III. A maximum of two days per school year will be granted for inability to return to school due to weather or other approved reasons.
 - A. The Principal must be notified.
 - B. A substitute will be hired for a minimum of one-half day.
 - C. After two days are used no teacher wages will be paid for the absence.

Section B - Leaves of absence without pay include the following:

- I. Leaves of absence without pay may be granted to any teacher for any length of time at the discretion of the Board. Leaves of absence without pay and for two days or less in duration may be granted at the discretion of the Principal and shall not necessitate approval of the Board. If the leave without pay continues for more than one month the District will offer a health plan conversion to the teacher so he/she can continue his/her health plan benefits at his/her own expense.
- II. Upon return from an approved leave of absence as specified above, the teacher shall be returned to the same or an equal position as prior to the leave. Seniority shall not accrue during such leave but shall recommence from level achieved prior to leave.

ARTICLE X - NEGOTIATION PROCEDURES

Section A - In any negotiations between the parties neither party shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be given all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XI - TEACHER QUALIFICATIONS AND ASSIGNMENTS - SENIORITY AND VACANCIES

Section A - The board recognizes its responsibility to employ certified and/or qualified staff. Certified shall be defined as possessing a valid provisional, permanent, continuing certificate or Michigan Department of Education authorization appropriate to the teaching assignment

Section B - A teacher is considered to be qualified to teach full-time at the elementary level if he/she holds an elementary teaching certificate, or secondary level if he/she has previously satisfactorily taught at those levels while employed at the Beaver Island Community School or if he/she has a major/minor or minimum of six college credits appropriate to the subject area to be taught.

Section C - Teachers will not be assigned outside the scope of their teachers' certificates and their major or minor fields of study except for good cause and unless the board of education determines it is in the best interest of the school district.

Section D - Seniority shall be defined as the length of continuous service as a teacher with Beaver Island Community School. In the event of a layoff a teacher's seniority shall be frozen at the date of layoff until reactivated by recall. The first date of continuous employment shall be used to determine seniority.

A seniority list shall be developed each year by the Administration and shall be delivered to each teacher by October 31 of each year. If not challenged by the Association or individual teachers the list shall be considered final by November 30.

In the event of a tie in seniority or should new teachers have the same first day of employment the teachers so affected will be credited with all non-teaching service with Beaver Island Community School. Should a tie still exist the teachers so affected will participate in a drawing to be held by the Administration and the Association. Such drawing shall determine the order of seniority. The drawing shall be held during the first month of the first semester or within one month of the occurrence of the tie, whichever is shorter.

ARTICLE XII - VACANCIES AND REASSIGNMENTS

Section A - A vacancy shall be defined as an existing position within the bargaining unit which is not filled and which the board has determined to fill or which is a new position within the bargaining unit.

Section B - All such vacancies must be posted on the workroom bulletin board and a copy delivered to the Association President not less than fifteen calendar days prior to the filling of the vacancy.

Section C - The filling of vacancies shall be based on:

1. Certification
2. Qualifications (see Article XI, Section B)
3. Seniority within the system

Section D - A vacancy which occurs during a given semester may be temporarily filled without posting until the end of that semester.

Section E - The Board and the Administration agree that involuntary assignments are to be minimized. Accordingly, the parties agree that a teacher may not be required to make an involuntary assignment for other than just cause.

Section F - Tentative teacher schedules shall be delivered to each teacher at least four weeks prior to each individual teacher's budget deadline or June 1, whichever is earlier.

ARTICLE XIII - LAYOFF AND RECALL

DEFINITIONS:

QUALIFIED: A teacher is considered to be qualified to teach full-time at elementary level if he/she holds an elementary teaching certificate, or secondary level if he/she has previously satisfactorily taught at those levels while employed at the Beaver Island Community School or if he/she has a major/minor or minimum of six college credits appropriate to the subject area to be taught.

SENIORITY: The length of continuous service as a teacher with Beaver Island Community School. In the event of a layoff a teacher's seniority shall be frozen at the date of layoff until reactivated by recall. The first date of continuous employment shall be used to determine seniority.

Section A - In the event that a reduction of personnel or working hours becomes necessary, the Board shall make such reduction on the basis of seniority, certification and qualifications for the remaining positions affecting the least senior teacher first and the rest in order of least seniority. No person shall be laid off without at least sixty (60) calendar days' notice.

Section B - It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individual(s) to be laid off or reduced. In the event of a dispute over such list the Association shall have the right to file a written grievance.

Section C - Teachers shall be recalled in inverse order of layoff to the first vacancy for which they are certified and qualified.

Section D - In the event that there is no senior current staff teacher who is certified or qualified as referenced above to fill an open position it is understood and agreed that a teacher with less seniority may be retained or recalled over other members possessing more seniority but not possessing such certification or qualifications for the position. The right to be recalled shall be limited to three (3) teaching calendar years.

Section E - The Board shall give written notice of recall from layoff by mailing a registered letter to the teacher at his/her last known address. It shall be the responsibility of the teacher to notify the Board as to any changes in address and/or status as it relates to be considered for recall. Teacher will have 15 days to accept recall by registered mail or forfeit seniority unless the teacher is under

contract with another employer, in which case he/she may finish the contract year with that employer before returning to the District. In such case, the teacher must notify the Board within fifteen (15) days of receiving notification of recall as provided above that he/she is exercising this option, and the Board will temporarily fill the position until the teacher is able to accept the recall.

ARTICLE XIV - JUST CAUSE

Section A - No teacher shall be disciplined (including warnings, reprimands, suspensions, reduction in rank or professional advantage, discharges, or other actions of a disciplinary nature) without due process and/or just cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher.

Section B - An Association member shall be entitled to have present a representative of the Association during any meeting which may lead to disciplinary action. When such request is made, there will be a time limit of seven calendar days before a meeting is held to consider action, except in cases where student or staff member's immediate physical or emotional safety is compromised. In such extreme cases the principal may reduce the time limit to no less than one hour for an emergency meeting. At such emergency meeting the principal may suspend a teacher with pay until the disciplinary meeting resumes within the seven calendar days time limit. Such suspension shall not be considered as being disciplinary, nor shall it be used as evidence of same.

Section C - The Board and the Association agree that the principle of progressive discipline is important in the effort to modify unacceptable behavior and support a professional work environment. To that end, the parties agree that the following procedure shall be established:

1. Verbal warning
2. Verbal reprimand
3. Written reprimand
4. Suspension with pay
5. Suspension without pay
6. Dismissal

The parties recognize that in an emergency situation requiring immediate action the Principal and/or Board may invoke a latter step in the progressive discipline policy. Such action must be appropriate to the infraction or situation.

ARTICLE XV - GRIEVANCE PROCEDURE

Section A - A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. For purposes of this article the term "day" shall be interpreted as a calendar day.

Section B - Any teacher or representative of the Association having a grievance shall discuss the matter with the Principal with the object to resolve it informally. A written record shall be kept and signed by the teacher and the Principal.

Section C - If, as a result of the informal discussion with the Principal, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on the form set forth in the Appendix, signed by the grievant and a representative of the Association, which form shall be available from the Association. A copy of the grievance form shall be delivered to the Principal.

Section D - Within 15 calendar days of receipt of the grievance the Principal shall meet with the grievance committee of the Association in an effort to resolve the grievance. The Principal shall indicate the disposition of the grievance in writing within ten days of such meeting and shall furnish a copy to the Association.

Section E - If the Association is not satisfied with the disposition of the grievance by the Principal or if no disposition has been made within the time limit, the grievance may be transmitted to the Board. The Board shall within 15 calendar days or by the next regular board meeting, whichever is later, investigate and hear the grievance from those involved. Disposition of the grievance in writing by the Board shall be made in writing to the grievant with a copy of the disposition provided to the Association no later than 15 calendar days after the hearing conducted by the Board.

Section F - If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided the grievance may be submitted to arbitration before an impartial arbitrator chosen through the American Arbitration Association, whose rules shall govern the proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section G - Notwithstanding the expiration of this agreement, any claim or grievance that was pending may be processed through the grievance procedure until resolution.

ARTICLE XVI - TEACHER EVALUATION

Section A - The performance of all teachers shall be evaluated in writing, as provided below. The primary purpose of the evaluation is oriented toward the development, maintenance, and retention of a highly qualified, competent and professional staff, and to identify if necessary, areas of needed and appropriate supervisory assistance.

I. Probationary Teacher

- a. The teacher will be provided with at least an annual year-end performance evaluation each year during the teacher's probationary period. The principal may perform an evaluation more often if warranted or if requested by the teacher.
 - i. The annual year-end performance evaluation shall be based on, but is not limited to, at least two classroom observations of at least 30 minutes in duration and at least 60 days apart unless a shorter interval is mutually agreed upon.

- ii. The performance evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his/her IDP along with the completed appraisal.
- b. Probationary teachers shall be evaluated at least two times during the school year within the following limitations, and shall participate in an individualized development plan (IDP) process.
 - i. Fourth Friday: Notification of process.
 - ii. By End of Seventh Week: Meeting regarding process and procedures.
 - iii. Third through 15th Week: First observational cycle.
 - iv. Fifth Week: Develop initial IDP for first year probationary teacher.
 - v. Twenty-fourth Week to 32nd Week: IDP Review
 - vi. Twentieth Week through 32nd Week: Second Observational cycle (if necessary).
 - vii. Twentieth Week to 36th Week: IDP for following year.

There shall be time between the evaluations sufficient to permit the teacher to improve.

- c. Probationary teachers who are enrolled in the National Board for Professional Teaching Standards Certification process shall be given adequate time and resources to participate in it, and such participation shall not be a part of the evaluation.

II. Tenured Teacher

Tenured teachers will be provided with a performance evaluation at least every three (3) years prior to May 1; the principal may perform an evaluation more often if warranted or if requested by the teacher; and

- a. Tenured teachers not scheduled to be formally evaluated in a given year shall develop a Professional Growth Plan (form attached) either individually or in teams. The purpose of the Professional Growth Plan shall be to enhance professional growth, to improve student learning, to provide feedback on professional issues and undertakings and/or to focus on school improvement issues. The professional growth plan is not to be considered an administrative evaluation tool, rather a teacher self-evaluation tool. The teacher may choose to include or not include the plan in his/her personnel file. Tenured teachers involved in National Board for Professional Teaching Standards Certification process shall be given adequate time and resources to participate in it, and such participation shall not be a part of the evaluation.
- b. If the teacher has received a less than overall satisfactory performance evaluation, the teacher and Principal will co-develop an individualized development plan (IDP).

- c. The performance evaluation required every three (3) years shall be based on at least two classroom observations of at least 30 minutes in duration and at least 60 days apart unless a shorter interval is mutually agreed upon, and if the teacher has an IDP, shall include at least an assessment of the teacher's progress in meeting the goals of his/her IDP.
- d. An appraisal report used to evaluate teaching personnel shall be attached to this contract.

Section B - A personal meeting will be held within fifteen (15) calendar days after the last observation to review the evaluation with the teacher. The evaluation shall be executed in duplicate, signed by the teacher and the evaluator with one (1) copy to be retained by the teacher. Such signature shall not be interpreted as agreement by the teacher of the content or conclusions(s) of the evaluation. The signature shall only indicate that the teacher has received the document, has had the opportunity to discuss the evaluation with the evaluator, and is aware of its contents.

Section C - In the event that the teacher feels that the evaluation is incomplete or unjust, he/she may put such objections in writing within 30 days of receipt of the evaluation for attachment to the report; thereafter, the substance of the evaluation shall be considered final.

Section D - If the evaluation is "unsatisfactory", the reasons therefore shall be set forth in specific terms as a recommendation in an IDP of the ways in which the teacher is expected to improve his/her performance. In subsequent reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

ARTICLE XVII - DURATION OF THE AGREEMENT

Section A - This agreement shall be effective as of September 1, 2008 and shall continue in effect until the 31st day of August 2011. Negotiations between the parties shall begin no later than six weeks prior to the expiration date. If pursuant to such negotiations an agreement on the renewal or modifications in this agreement is not reached prior to the expiration date, this agreement shall remain in place until such agreement is reached at which time retroactive adjustments shall be made if necessary.

Section B - Copies of this agreement will be reproduced and presented to all teachers now employed or hereafter employed.

ARTICLE XVIII - CONTINUITY OF OPERATIONS

Section A - The Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other

interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with the provisions of this Article shall be cause for disciplinary action.

Section B - The Board agrees that it will not during the period of this agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act, as amended.

Section C - Nothing in this article shall require the Board to keep schools open in event of severe weather or act of God. When school is closed to students due to the above conditions teachers shall not be required to report for duty.

ARTICLE XIX - SCHOOL CALENDAR

Section A - The parties agree that all aspects of the school calendar, except as limited by law, are negotiable, including length of the school year and further agree that the school calendar shall be set forth in Appendix. Any deviation shall be by mutual written consent.

Section B - The Board agrees that the teachers' work year will not exceed 186 scheduled work days and that teachers will be in the classroom for instructional purposes not less than 180 days.

ARTICLE XX – ASSOCIATION DUES AND PAYROLL DEDUCTIONS

Section A - Annually on or before the 30th of September any teacher who is a member or who has applied for membership in the Association shall sign and deliver to the Board an assignment authorizing membership dues deduction. The Board shall thereupon deduct such amounts in 20 equal installments and promptly pay such amount to the Association or its delegate. Upon remitting such amounts the Board shall have no further liability or responsibility thereto.

ARTICLE XXI - LEAST RESTRICTIVE ENVIRONMENT

Section A - The Board and the Association acknowledge that the policy of least restrictive environment is legally mandated and intended in the best educational interest of the student. The parties also recognize that the extent to which any individual special education student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an individual educational planning committee (IEPC) on an individual basis.

Section B - Further, the parties recognize that whether any special education student's participation in regular education programming can be achieved satisfactorily will depend upon many factors including proper planning and coordination of the student's regular and special education programming, appropriate supportive assistance to regular education personnel (e.g., training regarding the teaching/training of the special education student in the regular education classroom, access to consultative special education personnel, and provision of support personnel which would be appropriate based on individual placements) and the reasonableness of the demands placed upon regular education classroom personnel. Assistance shall be made available as needed.

Section C - Any bargaining unit member who will be providing instructional or other services to a special education student in a regular education classroom setting shall be invited to participate in the IEPC which may initially place or continue the placement of the student in a regular education classroom. The student's IEPC will specify and provide all supplementary aides, support personnel, materials and other related services deemed necessary to satisfactorily achieve educating the student in the regular education classroom.

The bargaining unit member has the responsibility of carrying out specifications of the IEPC which apply to their teaching assignment. The district shall make every reasonable effort to support the receiving teacher with necessary classroom materials and training. If any member, in writing, advises the administration of a reasonable basis to believe that a mainstreamed student assigned to the member has a current IEPC report that is not meeting the student's unique needs as required by law, the administration shall promptly call an IEPC. The member so advising the administration shall be invited to attend the IEPC.

The special education student's placement shall be determined to the extent permissible by law and through the IEPC in such a way as will not significantly disrupt nor have a negative impact on the educational process for either the mainstreamed student or the other students in the classroom to be entered.

Section D - Except in life threatening or extenuating circumstances, no member shall be required to perform medical, hygienic or other non-instructional specialized procedures for or on special education students such as but not limited to: suctioning, cauterization, diapering, or attending to any personal hygienic or medical need(s) of the student(s). Any such extenuating circumstances shall be preceded by notification to the Association that such circumstances exist and provide an opportunity for the Association and the teacher(s) who may be affected to meet and discuss the issues involved and how best to meet the needs of the student, the regular classroom, the teacher and the school district.

In such situations it is expressly understood that should the teacher agree to provide such procedures or services, he/she shall be provided with training appropriate to the situation with all expenses paid by the board.

It is further agreed that in any such event, the board shall indemnify and hold harmless, any teacher who has agreed to provide such services as described here, from liability for the performance of such services to the extent permitted by law. The same insurance, as referenced in Article VII, section G will be provided to cover these procedures.

Section E - The administration shall provide, prior to such placement whenever possible, in-service training to the teacher regarding the instruction and behavioral management of special education students in the regular education classroom setting.

ARTICLE XXII - MENTOR TEACHERS

Section A - Bargaining unit mentor teacher positions shall be developed on an as-needed basis to function as an advisor/resource person to probationary teachers by the employer according to the following guidelines:

1. Such mentor teachers shall be tenured teachers. It is understood and agreed that mentor teachers may also be retired master teachers or college professors as allowed by law.
2. A bargaining unit mentor teacher shall serve on a voluntary basis and shall work with probationary teachers from a related area of expertise, responsibility or experience.
3. A bargaining unit mentor teacher may have released time as approved by his/her principal to use to observe or otherwise be available to the probationary teacher assigned.
4. The mentor teacher shall not be expected to act in an evaluative, disciplinary or supervisory capacity over a probationary teacher.
5. The mentor teacher shall not be required to provide information for use in such administrative functions regarding the probationary teacher assigned. The function of mentoring shall not be included in the mentor teacher's evaluation.
6. The mentor teacher shall assist the probationary teacher in planning with the administration fifteen (15) days of professional development within the first three (3) years of employment of the probationary teacher. Such professional development may include the experiencing of effective practice linked in university professional development schools, ISD and regional or local seminars and other mentors regarding proper classroom management and instructional delivery methods.

It is understood and agreed that a mentor teacher may not continue in that position from year to year unless requested to do so by the principal. The probationary teacher involved shall have input into this process. Mentor teachers shall be paid five hundred dollars (\$500.00) per semester.

ARTICLE XXXIII – DOMESTIC PARTNER

Section A - BIEA agrees with the Board that when state law permits such language, both parties will discuss adding such language to the existing contract.

XXIV - TEACHER CONTRACT

Section A - The parties agree that every teacher suffered or permitted to work will be required each school year to sign an individual contract of employment as provided in Section 569 of the School Code.

Section B - If any provisions of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law then such provision or application shall not be

deemed valid and subsisting except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.

Section C - This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

WITNESSETH

Constance Boyle
Association Co-President

Date

Elizabeth Croswhite ,
Association Co-President

Date

Kathleen McNamara, Principal/Superintendent

Date

Barbara Schwartzfisher, Board President

Date

Nancy Tritsch, Board Secretary

Date

**Beaver Island Community School
MEA CONTRACT
2008-2009 SALARY SCHEDULE 2% Increase**

STEP			BA	1045 BA +20	1045 BA+36	0 MA	104 MA +15
1	1.000	\$	32,485	33,946	35,475	35,475	36,894
2	1.045		33,946	35,475	37,071	37,071	38,554
3	1.045		35,475	37,071	38,739	38,739	40,289
4	1.045		37,071	38,739	40,482	40,482	42,102
5	1.045		38,739	40,482	42,304	42,304	43,997
6	1.040		40,289	42,102	43,997	43,997	45,756
7	1.040		41,900	43,786	45,756	45,756	47,587
8	1.040		41,900	45,537	47,587	47,587	49,490
9	1.040		41,900	47,359	49,490	49,490	51,470
10	1.040		41,900	49,253	51,470	51,470	53,528
11	1.025		41,900	50,484	52,757	52,757	54,866
12	1.025		41,900	51,747	54,075	54,075	56,239
13	1.025		41,900	53,040	55,427	55,427	57,644
14	1.025		41,900	54,366	56,813	56,813	59,085
15	1.025		41,900	55,725	58,233	58,233	60,562
16	1.015		41,900	56,561	59,106	59,106	61,470
17	1.015		41,900	57,410	59,993	59,993	62,393
18	1.015		41,900	58,270	60,893	60,893	63,328
19	1.015		41,900	59,144	61,806	61,806	64,278
20	1.015		41,900	60,032	62,733	62,733	65,243

LONGEVITY: AFTER A TEACHER PASSES STEP 20 ON THE SALARY SCHEDULE THE TEACHER SHALL BE PAID 1.5% MORE THAN THE CURRENT YEAR STEP 20 FOR EACH CONTINUING YEAR OF SERVICE.

2009-2010 SALARY SCHEDULE 2% INCREASE
2010-2011 SALARY SCHEDULE 2% INCREASE

ATTACHMENT # 2 – Salary Schedule B – Coaching

Beaver Island Community School
2008-2011

	Soccer	V Ball	B Ball	Track	Class or Club Advisor	Other Advisory Position
Level 1 0-3 Years Experience	700	1100	1100	700	200	200
Level 2 4-7 Years Experience	900	1300	1300	800	300	300
Level 3 8 or more Years of Experience	1000	1400	1400	900	400	400

Administration will provide teacher with a contract and job description.

ATTACHMENT # 3

BEAVER ISLAND COMMUNITY SCHOOL

Professional Staff Evaluation

Name _____ **Evaluator** _____

Assignment _____ **Date** _____

SCALE

Satisfactory - Exceeds Expectations – exceeds performance requirements

Satisfactory - Meets Expectations – meets performance requirements

Satisfactory - Below Expectations – does not meet performance requirements

Unsatisfactory – consistently does not meet performance requirements

The district's expectations are based on the National Board for Professional Teaching Standard's definition of the high levels of knowledge, skills, and commitment that effective teachers must demonstrate.

Overall Performance is: Satisfactory _____ **Unsatisfactory** _____

		Satisfactory			Unsatisfactory
		Exceeds Expectations	Meets Expectations	Below Expectations	
A	Recognizes individual differences in her/his students and adjusts her/his practice accordingly				
B	Understands how students develop and learn				
C	Treats students equitably				
D	Mission extends beyond developing the students' cognitive capacity				

2. Knows the subjects (s)he teaches and how to teach those subjects to students					
		Satisfactory			
		Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory
A	Appreciates how knowledge in his/her subjects is created, organized and linked to other disciplines				
B	Commands specialized knowledge of how to convey a subject to students				
C	Generates multiple paths to knowledge				

3. Responsible for managing and monitoring student learning					
		Satisfactory			
		Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory
A	Mindful of her/his primary objectives				
B	Calls on multiple methods to meet his/her goals				
C	Orchestrates learning in group settings				
D	Places a premium on student engaged in learning				
E	Regularly assesses student progress				

4. Thinks systematically about their practice and learns from experience					
		Satisfactory			
		Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory
A	Makes challenging decisions that test his/her judgement				

B	Seeks the advice of others and draws on education research and scholarship to improve his/her practice						
---	--	--	--	--	--	--	--

5. Member of learning communities							
		Satisfactory					
		Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory		
A	Contributes to school effectiveness by collaborating with staff						
B	Works collaboratively with parents						
C	Takes advantage of community resources						

6. Communicates effectively							
		Satisfactory					
		Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory		
A	Communicates effectively in appropriate written language						
B	Communicates effectively in appropriate oral language						

7. Demonstrates professional work habits							
		Satisfactory					
		Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory		
A	Conscientious in his/her attendance						
B	Punctual						
C	Meets Deadlines						

Additional Professional Participation:							

SUMMARY

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Signatures:

Signature of Evaluator

Date

I have read this evaluation.

“I understand that my signature is not intended to indicate my agreement with the evaluation, but is simply to provide the required record that I have read this evaluation and that I have been offered an opportunity to discuss this evaluation with my evaluator. I also recognize my right to attach comments concerning this evaluation to this document.”

Signature of Staff Member

Date

ATTACHMENT # 4 – 2008-09 Calendar – page 1

BEAVER ISLAND COMMUNITY SCHOOL

August 2008	18	19	20	21	22
	25	26	27	28	29
	Mon.	Tues.	Wed.	Thu.	Fri.
September 2008		2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30			

	Mon.	Tues.	Wed.	Thu.	Fri.
March 2009	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	STUDENT ½ DAY*
	23	24	25	26	

*END 3RD M.P.

	Mon.	Tues.	Wed.	Thu.	Fri.
October 2008			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	STUDENT ½ DAY

END 1ST M.P.

	Mon.	Tues.	Wed.	Thu.	Fri.
April 2009					
Good Friday April 10		7	8	9	
(Easter – April 12)	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	

	Mon.	Tues.	Wed.	Thu.	Fri.
November 2008					
	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25			

	Mon.	Tues.	Wed.	Thu.	Fri.
May 2009					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
		26	27	28	29

	Mon.	Tues.	Wed.	Thu.	Fri.
December 2008	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19

	Mon.	Tues.	Wed.	Thu.	Fri.
June 2009	1	2	3	4	5
		EXAMS STUDENT ½ DAYS	10	11	12

	Mon.	Tues.	Wed.	Thu.	Fri.
January 2009					
	5	6	7	8	9
	12	13	14	EXAMS STUDENT ½ DAYS	
	19	20	21	22	23
	26	27	28	29	30

The above calendar includes the following breaks:

September 1	Labor Day
September 2	First Day of School for Students
October 29	ISD-Wide Professional Development Day
November 26, 27 & 28	Thanksgiving Break
December 22 – January 2	Christmas Break
March 27 – April 6	Spring Break
April 10	Good Friday
May 25	Memorial Day

	Mon.	Tues.	Wed.	Thu.	Fri.
February 2009	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27

 = Schools not in session
 = Students do not report, staff does report

ATTACHMENT # 4 -- 2008-09 Calendar Specifics – page 2
Beaver Island Community School

Total Teacher Work Days are 186 - 178 are with student contact (138 full student contact days; 34 early release Mondays and 6 half-day student contact days)

Before School Starts: 5 teacher work days

- August 20 and 21 all teachers attend Summer Institute
- August 26, 27 and 28 Teacher work days to include half individual teacher work time and half whole group professional development

September:

- 2—First Student Day

October 29:

- 29 – teacher work day to coincide with ISD-wide professional development day
- 31 - .5 Day Students/ (End of 1st MP).5 Day Individual Teacher Work Day

January:

- 15--.5 Student Day/ .5 Individual Teacher Work Day (Assessment)
- 16--.5 Student Day/ .5 Individual Teacher Work Day (End of Semester)

March:

- 20—.5 Individual Teacher Work Day (End of 3rd MP) NO STUDENTS

June:

- 8-- .5 Student Day/ .5 Individual Teacher Work Day (Assessment)
- 9--.5 Student Day/ .5 Individual Teacher Work Day (Assessment)
- 10 - individual Teacher Work Day
- 11 —Whole Group Professional Development

Total Student Days: 178

138 Full Student Days Grades 1-12: 8:15am –3:15pm Tuesday - Friday

34 Full Student Days Grades 1-12 and 8:15am - 2:00pm

6 Half Days for Students in Grades K-12: 8:15am – 11:25

154 Kindergarten Days from 8:15 – 11:10 **11 Kindergarten Fridays** Days from 8:15 – 3:15 (September 26-December 19 and **13 Kindergarten Mondays** from 8:15 – 2:00 (September 22 – December 15)

Barbara Schwartzfisher, President BICS School Board

Connie Boyle/Elizabeth Croswhite, Co-Presidents, BIEA

ATTACHMENT # 5 – GRIEVANCE FORM

Notes:

1. All provisions of Article XV of the Agreement Dated September 1, 1999, through August 31, 2002, will be strictly observed in the settlement of grievances.
2. If additional space is required attach additional sheets.

Step 1 –

Name of Grievant _____ Date Filed _____

Date Cause of Grievance Occurred _____

Statement of Grievance

Relief Sought

Signature of Grievant _____ Date _____

Disposition of Grievant and/or Association

Signature _____ Date _____

Step 2

Date Sent to Board of Education _____

Disposition of Board

Signature _____ Date _____

Position of Grievant and/or Association

Signature _____ Date _____

Step 3

Date Submitted to Arbitration Board _____

Disposition and Award of Arbitration Board

Signature of Arbitrator _____ Date _____

Cc Principal, Association, Teacher, Board

ATTACHMENT # 6 – PROFESSIONAL GROWTH PLAN FOR TENURED TEACHERS

BEAVER ISLAND COMMUNITY SCHOOL

Initial and date as completed.		Staff Member	Principal	Date
October 1	Proposal Presented			
November 1	Description of Plan, Goals and Objectives and Indicators of Success Agreed Upon			
February 1	Checkpoint			
May 15	Completion of Plan			
Description (by October 1):				
Goals and Objectives (by November 1):				
Agreed to Indicators of Success (by November 15):				
Accomplishments (by May 15):				

ATTACHMENT # 7 - LETTER OF AGREEMENT

RE: LONGEVITY COMPENSATION

The parties do hereby mutually agree to the following terms and conditions regarding longevity compensation:

1. Bargaining unit members who have less than twenty years of service to the Beaver Island Community School shall receive longevity compensation credit according to the terms provided in the Master Agreement per the Tentative Agreement effective September 1, 2008.
2. Bargaining unit members who have twenty years or more of service to the Beaver Island Community School shall receive longevity compensation credit according to the terms of past precedent as established prior to creation of the longevity language agreed to in the Tentative Agreement effective September 1, 2008.

Connie Boyle, President
Beaver Island Education Association

Kitty McNamara, Principal/Superintendent
Beaver Island Community School

Mary Lieberman, UniServ Director 14B
Michigan Education Association

Date

APPENDIX

Attachment # 1 – Salary Schedule A

Attachment # 2 – Salary Schedule B (Coaching)

Attachment # 3 – Professional Staff Evaluation

Attachment # 4 – 2008-2009 Calendar – page 1

Attachment # 4 – 2008-2009 Calendar Specifics – page 2

Attachment # 5 – Grievance Form

Attachment # 6 – Professional Growth Plan for Tenured Teachers

**Attachment # 7 – Letter of Agreement RE: Longevity
Compensation**