

Master Contract

between the

Boyne Falls Board of Education

and the

Northern Michigan Education Association

2011-2012



(Edits: 9-15-11)

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SECTION 1.1

AGREEMENT

This Agreement entered into this 30th day of June, 2011, by and between the Northern Michigan Education Association, MEA/NEA, a voluntary organization, and the Board of Education of the Village of Boyne Falls, Michigan, hereinafter called the "Board." Hereinafter the Northern Michigan Education Association/MEA/NEA shall be called the "Association." The Michigan Education Association shall be referred to as the "MEA," and the National Education Association shall be referred to as the "NEA."

SECTION 1.2

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379 Public Acts of 1965, which amends Act 336 of the Michigan Public Acts of 1947, for all certified and non-certified teaching personnel hired pursuant to Section 1233b of the Revised School Code (MCL 380.1233b), but excluding supervisory and executive personnel, adult or community education teachers, and office and clerical employees and substitutes. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such adjustment.

SECTION 1.3

WITNESSETH

WHEREAS the Board has a statutory obligation pursuant to the Public Relations Act, Act 379 of the Michigan Public Acts of 1965 which amends Act 336 of the Michigan Acts of 1947, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize;

In consideration of the following mutual covenants, it is hereby agreed as follows:

SECTION 1.4

EXTENT OF AGREEMENT

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 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.
- D. 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 full extent permitted by law, but all other provisions or applications shall continue in full force and effect.

SECTION 1.5

DURATION OF AGREEMENT

This agreement shall be effective as of June 30, 2011, and continue in effect until August 31, 2012. Negotiations between the parties shall begin at least 60 days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this agreement shall expire at such expiration date unless it is extended for a specific period by mutual written agreement of the parties.

BOYNE FALLS BOARD OF EDUCATION

NORTHERN MICHIGAN EDUCATION
ASSOCIATION/MEA/NEA

BY: _____
Karen Sherwood
Chief Spokesperson/Superintendent

BY: _____
Mike Zimmerman NMEA President

BY: _____
William Bielas
Board of Education President/Negotiator

BY: _____
Mary Lieberman NMEA Staff Liaison

BY: _____
Lucas Goodwin
Board of Education Vice President

BY: _____
Mary Lieberman
Chief Spokesperson/14B UniServ Director

BY: _____
Ann Marie Boettger
Board of Education Secretary

BY: _____
Ryan Book
Boyne Falls EA President
Education Association Negotiator

BY: _____
Kurtis Wilson
Board of Education Treasurer

BY: _____
Rebecca Disney
Education Association Negotiator

SECTION 1.6

ASSOCIATION DUES AND PAYROLL DEDUCTIONS

- A. 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, charitable donations, or any other plans or programs jointly approved by the Association and Board.
- B. All authorizations for payroll deductions will be in the Superintendent's office by the first Friday of school.
- C. Hospitalization insurance and union dues will be deducted from the first pay each month. Annuities, credit union, savings bonds, and other approved plans or programs will be deducted each pay.
- D. Union dues shall include the Northern Michigan Education Association (NMEA), Michigan Education Association (MEA) and the National Education Association (NEA).
- E. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a Service Fee to the Association in an amount not to exceed the amount of dues uniformly required by members of the Association, including local, state and national dues to the extent permitted by law. The bargaining unit member may authorize payroll deductions for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- F. Pursuant to *Aboud v Detroit Federation of Teachers*, 431 US 209 (1977), the Association established a procedure set forth in the "Policy Regarding Objection to Political-Ideological Expenditures." If any person paying service fees hereunder objects to the expenditure by the Association (including MEA or NEA) of any funds collected from him/her pursuant to provision E above, such person may present such objection pursuant to that Policy and the procedures therein set forth. However, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such Policy shall be exclusive,

and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the Grievance Procedure set forth in this Agreement, or any other administrative or judicial procedures.

- G. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with Section A through G of this Article.

Subject to the following conditions:

1. The damages have not resulted from misfeasance or malfeasance of the Board or its agents.
2. The Association has the right to decide whether or not to appeal the decision or any court or other tribunal regarding the validity of the section or the costs which may be assessed against the Board by any court or tribunal.
3. The Association shall have the right to compromise or settle any claim made against the Board under this section.

SECTION 1.7

NEGOTIATION PROCEDURE

- A. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- B. In any negotiations described in this Section, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. Each party may select its representatives from within or outside of the School District. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures.
- D. The Board agrees to furnish the Association in response to written request from time to time all available information concerning the financial resources of the District, and such

other information which may be necessary for the Association in negotiations and the processing of any grievance or complaint.

- E. Copies of the Agreement shall be presented to all teachers employed by the District. The parties agree to equally share the printing cost for the Agreement.

SECTION 1.8

CALENDAR

The calendar for the school year beginning with 2008-2009 shall include a minimum of 1098 hours or the equivalent standard set by the state. Teachers shall report to work one day prior to the first student instructional day. Teachers shall also report to work the day following the last student instructional day for the purpose of completing student records and the formal check-out procedure. A committee composed of two representatives from the Administration and two representatives from the Association shall meet at least sixty (60) days prior to the last day of school and establish the calendar for the next school year. If no agreement is reached by the last day of school, the parties will continue to meet on a regular basis to resolve the issue. In the event that the Committee is unable to agree upon the calendar for the upcoming school year by August 1, the Administration shall establish the days of student instruction and teacher days as required by law.

SECTION 1.9

GRIEVANCE PROCEDURE

- A. A grievance shall mean an allegation by an identified teacher, group of teachers, or the Association of a violation of the express terms of this Agreement.

A grievance shall not include any of the following:

1. The termination of services or failure to reemploy any probationary teacher;
2. The termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule;
3. Any matter involving the content of teacher evaluation;
4. Provided, however, the matters referred to in 1 and 2 above may be referred as a grievance up to and including Level Four as set forth below but shall not be submitted to Level Five;
5. 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).

- B. The Association shall designate one representative and may designate one alternate per building to handle grievance when requested by the grievant. The Board hereby

designates the administrator of each building to act as its representative at Level One as hereinafter described and the Superintendent or his/her designated representative to act at Level Two as hereinafter described.

- C. The term “days” as used herein shall mean days in which school is in session. During summer recess, the term “days” shall be week days Monday through Friday.
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants;
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 4. It shall cite the section or subsections of this contract alleged to have been violated;
 - 5. It shall contain the date of the alleged violation;
 - 6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not void the grievance.

- E. Level One – A teacher alleging a violation of the express provisions of this contract shall within seven (7) days of its alleged occurrence or within seven (7) days after the teacher or group of teachers has knowledge thereof orally discuss the grievance with the building administrator in an attempt to resolve same.

If no resolution is obtained within seven (7) days of the discussion, the teacher shall reduce the grievance to writing and proceed within seven (7) days of said discussion 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 seven (7) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting 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 administrator in which the grievance arose, and place a copy of same in a permanent file in his/her office.

If no decision is rendered within seven (7) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within seven (7) days appeal same to the Board by filing such written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board’s next regularly scheduled meeting.

Level Three – Upon proper application as specified in Level Two, the Board shall allow the teacher or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. 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 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 one month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building administrator for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Four – In the event the grievance is not satisfactorily resolved, or if no decision is reached within the twenty (20) day period, the grievance may immediately be transmitted to the Michigan Employment Relations Commission by either party or directly to Level Five. If not resolved satisfactorily to both parties, either party may proceed to Level Five.

Level Five – Individual teachers shall not have the right to process a grievance at Level Five.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within twenty (20) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense or ground at Level Five not previously raised or disclosed at other written levels.
3. The decision of the arbitrator shall be final and binding on the parties.
4. Powers of the arbitrator are subject to the following limitations:
 - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to establish salary schedules.
 - c. He/she shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board as long as said practice, policy or rule is not in violation of any provision of this Agreement.

- d. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide.
 - e. He/she shall have no power to interpret state or federal law.
 - f. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
 - g. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - h. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 - i. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 - j. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
- F. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board.
- G. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or participating Association representative are to be at their assigned duty stations.
- I. The time limits provided in this section shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- K. If the grievance is satisfactorily resolved at any level, action on the grievance shall terminate.

SECTION 2.1

HIRINGS, VACANCIES AND PROMOTIONS

- A. All new hires may be granted up to five (5) years credit for teaching experience outside the system for verified contractual teaching experience in any public or state recognized non-public school system. Such service credit must be for experience gained within a K-12 context or within an approved pre-kindergarten situation. Half steps on the salary schedule will be recognized for a full semester of teaching. In addition to the first five years, a half year of teaching credit may be granted for each additional full year of such outside teaching experience at the discretion of the District. Total credits may not exceed ten (10).
- B. Whenever any vacancy in any bargaining unit position in the district shall occur, the Board shall publicize the same by first filing written notice of such vacancy to the Association and provide for posting in the school building for a period of not less than (10) working days during the school year and fifteen (15) working days during summer recess, prior to filling said vacancy. During summer recess, "working days" means Monday through Friday. The posting shall be e-mailed to all Bargaining Unit Members at their last known e-mail address, or if requested in writing by U.S. mail. It shall be the bargaining unit member's responsibility to keep his/her e-mail and mailing address current.
- C. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due consideration to professional background and attainments of all applicants, the length of time each has been in the school system of the district and other relevant factors. The Board agrees that seniority shall be the deciding factor between fully qualified candidates in the filling of vacancies.
- D. Involuntary transfers may be affected for reasonable and just cause.

SECTION 2.2

TEACHER ASSIGNMENT

- A. Teachers shall not be assigned outside the scope of their teaching certificate and qualifications as defined in Section 2.5 below or their major or minor field of study except by mutual agreement.
- B. Teaching assignments shall be made for the school year prior to June 1st of each year. If a change in assignment should occur after the date indicated above, the teacher or teachers who are affected will be contacted promptly to discuss the change.

- C. The parties agree that assignments given to probationary teachers are critical to both the success of the teacher and the educational program. Accordingly, the parties further agree that such teachers before being assigned to serve in extra-duty capacities such as coaching, class or club sponsorships, etc. shall consult with their mentor teacher.
- D. Nothing contained in this agreement is intended to preclude the District from hiring a non-certified teacher pursuant to Section 1233b of the Revised School Code.

SECTION 2.3

TEACHER EVALUATION

- A. The parties recognize the importance of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. The parties understand and mutually agree that the framework and assessment tool to be used for teacher evaluation and pay for performance will warrant ongoing review and development during the duration of this contract. Therefore, any changes made by recommendation of the joint committee assigned to review this process shall be considered as a part of the master agreement. The joint committee shall be composed of three (3) teachers appointed by the association and up to an equal number of administrators/representatives appointed by the superintendent.
- B. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the superintendent. Classroom observation will serve as the major basis for a teacher's evaluation. It is clearly understood by the parties, that Section 2.6 of this Agreement may be implemented by the Administration. Each observation shall be made in person for a minimum of twenty (20) consecutive minutes. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. It is understood that certain factors in an evaluation that are observable on a day-to-day basis (i.e. punctuality, relationships with parents and staff, attendance at required meetings and submission of required forms) may not be observed during formal observations under "B" above, yet are deemed appropriate by the parties for inclusion in the evaluation.
- C. All evaluations shall be reduced to writing and a copy submitted to the teacher within twenty (20) school days of the formal observation. The teacher shall have an opportunity to review the evaluation report, and a personal conference shall be held between the administrator and the teacher to discuss the evaluation within ten (10) school days of the teacher's receipt of the written evaluation. At his/her option, the teacher may have a representative of the Association present at any such meeting.

In the event a teacher feels the evaluation was incomplete or unjust, the objection may be reduced to writing and will be attached to the evaluation report form in his/her file within fifteen (15) work/school days of the conference. If the teacher is asked to sign material placed in his/her personnel file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement.

- D. No later than April 1st of each probationary year the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association and provide a hearing where requested.
- E. Probationary and tenured teachers shall be evaluated as follows:
1. Probationary Teacher
 - a. By November 15, the teacher will be provided with an Individualized Development Plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher; and
 - b. The teacher will be provided with at least an annual year-end performance evaluation by May 1st of each year during the teacher's probationary period. The annual year-end performance evaluation shall be based on, but is not limited to, at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the administration. The Administrator may perform an evaluation more often if he/she so desires or if requested by the teacher; and
 - c. The performance evaluations shall include at least an assessment of the teacher's progress in meeting the goals of his or her IDP along with the completed appraisal report.
 2. Tenured Teacher
 - a. Tenured teachers will be provided with a performance evaluation annually prior to May 1st. The Administrator may perform an evaluation more often if warranted or if requested by the teacher; and
 - b. If the teacher has received a less than overall satisfactory performance evaluation, the teacher will be provided with an IDP developed by appropriate administrative personnel in consultation with the individual teacher.

- c. The performance evaluation required annually shall be based on, but is not limited to, at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon between the teacher and the administration. If the teacher has an IDP, the evaluation shall include at least an assessment of the teacher's progress in meeting the goals of the IDP.
- F. The teacher evaluation appraisal form shall include an overall rating of highly effective, effective, and not effective. A teacher who receives an:
1. Effective rating shall receive \$1
 2. Highly effective shall receive \$2
- in their final June pay.

SECTION 2.4

PERSONNEL FILE

- A. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file, except credentials as referred to in Public Law 93-380 of the Family Educational Rights and Privacy Act of 1974. A representative of the Association may be requested to accompany the teacher in such review. Each teacher shall have the right to attach his/her written comments to material in his/her own personnel file.
- B. If any material within the teacher's personnel file is found to be inappropriate or in error, that material shall be corrected or expunged from the file, whichever is appropriate.
- C. In the event that a Freedom of Information Act (FOIA) request for information contained in a teacher's personnel file is received, the Administration shall promptly inform the teacher of the request. If the member objects to the release of the requested records, the District shall take such time to the extent permitted by law to respond to the request in providing for the interests of the teacher.

SECTION 2.5

REDUCTION IN PERSONNEL AND RECALL

- A. The employer reserves the right to layoff employees in situations involving financial emergency, reduction in student count or funding necessitating layoff, a lack of needed work, or other legitimate business necessity. In order to promote an orderly reduction in personnel when the educational program, curriculum and staff are curtailed, the following procedures will be used:

1. Non-certified, then probationary certified teachers will be laid off first, provided that there are certified and qualified teachers to replace them as allowed by law.
 2. If reduction is still necessary, then tenure teachers will be laid off in inverse order of seniority providing that such teachers who are retained must be certified and qualified for the positions that they are to fill. If senior teachers with the proper certification/qualifications are not available to staff programs to be continued, less senior teachers may be retained to fill those positions.
- B. After a reduction of teachers, as outlined above, if there are teaching positions that become created and/or vacant, laid-off teachers who are certified and qualified will be given the first opportunity to fill such positions. Notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most senior teacher(s) who possess the required certification/qualification(s).
- C. The Association will be notified of the contemplated reduction before layoff notices are distributed to the teachers at least five (5) days in advance of such distribution. Teachers being laid off shall receive a thirty (30) calendar-day notice in writing before the effective date of layoff.
- D. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to said teacher, at his/her last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.
- E. No later than thirty (30) days following the ratification of this Agreement, and by every September 30 thereafter, the Employer shall prepare a seniority list.
- F. The seniority list shall be published, posted on the Association bulletin board and electronically mailed to each bargaining unit member by October 1 of each school year. Challenges or revisions to the list must be filed by November 1; otherwise, the seniority list will be considered final for that school year. The Board shall use the seniority list, including any new hires, from the previous school year to determine any layoffs or recalls prior to October 1.
- G. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position for more than one (1) semester; however, seniority is retained (frozen) if severance of employment is due to layoff.
- H. Seniority shall continue to accumulate when Bargaining Unit Members are on approved leaves of absence of one (1) semester/eighteen (18) weeks or less.
- I. The certification and qualification of a teacher to be laid off shall be the certification and qualifications on file with the Board at the time the notice of layoff is sent. The certification and qualification of a teacher to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall

from layoff is sent. It is the teacher's responsibility to notify the Board, in writing, of any inaccuracies or changes.

J. DEFINITIONS:

1. CERTIFICATION – Shall be defined as holding all certificates, endorsements, licenses and/or approvals required by law and Michigan Department of Education Regulation to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses and/or approvals with the Board. The certification status of a teacher on file with the school district shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the Board and association of any change to his/her certificates, endorsements, licenses, or approvals after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon. The teacher shall further notify the Board and the Association, in writing, in the event that he/she petitions the state board for nullification or limitation of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

2. QUALIFICATION – Teachers shall be considered qualified for positions for which they possess the appropriate certification, endorsement(s), and/or applicable major or minor as required by the State of Michigan to be deemed as highly qualified.
3. SENIORITY – Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the bargaining unit member's first day of work since the most recent date of hire. All Bargaining Unit Members shall be ranked on the list in the order of their first day of work, as above defined. In the circumstance of more than one individual having the same day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and Bargaining Unit Members so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected Bargaining Unit Members and Association representatives to be in attendance.

- K. A teacher refusing an offer of recall to a position for which the teacher is certified and highly qualified and which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of further right of recall. The only exemption from this shall be if the teacher is employed at the time of recall by being under contract to a Michigan school district. In such case, the teacher shall have the ability to finish the term of his/her contract before reporting for duty in Boyne Falls. Should the teacher refuse that option, he/she shall be deemed to have voluntarily quit as outlined above.

SECTION 2.6

DISCIPLINE OF TEACHERS

- A. No teacher shall be disciplined (including reprimanded, reduced in rank or compensation, discharged or deprived of any professional advantage), without just cause. Any such discipline, asserted by the Board or Representative thereof, shall be subject to the professional grievance procedure, except that grounds for dismissal of probationary teachers shall not be subject to the grievance procedure. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

A teacher shall receive a copy in writing and may request that an Association member be present when he/she is to be reprimanded, warned, or disciplined for any infraction of any rule, or regulation, or policy, or for delinquency in professional performance.

- B. The board agrees to follow a policy of progressive discipline which minimally includes verbal warning, written warning, reprimand, suspension with pay, suspension without pay, with discharge as a final resort. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action. The Board and the Association agree that the Board, or its designee, has latitude in invoking any of the above steps in unusual situations demanding immediate action.
- C. Any complaint made against a teacher by a parent, student, or other person will be called to the attention of the teacher within two school days, absent extenuating circumstances, in which case it shall be done as soon as possible. If the Administration does not feel that the complaint is serious or if there are no grounds for the complaint, such issues will not be communicated to the teacher. No such complaint will be included in the teacher's personnel file or used in any disciplinary action unless and until the teacher has been informed of the complaint and the identity of the complainant is made known to the teacher (subject to the requirements of law or appropriate investigative or judicial bodies). If any material to be placed in the teacher's personnel file is shown to be illegal or in error, the material will be corrected or expunged from the file, whichever is appropriate.

SECTION 2.7

PROFESSIONAL DEVELOPMENT

- A. The Board agrees that teachers will be involved with the planning of professional development. The planning sessions will be organized by the Administration. The number of professional development sessions will be determined by compliance with state guidelines.

- B. Workshops which are deemed necessary or helpful by the Administration, due to a curriculum change, must meet with administrator approval. Teachers may participate in administrator approved conferences with reimbursement for such approved conference expenses as determined by the Superintendent. The Association agrees that the Superintendent’s determination is non-precedent setting.

SECTION 2.8

BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the employment related activities of its employees;
 2. To hire all employees, and subject to the provisions of the law, and this Agreement, to determine their qualifications and the conditions for their continued employment; to their dismissal or demotions; and to promote, assign, suspend, and transfer all such employees;
 3. To establish grades and courses of instruction, including special programs and to provide for the athletic, recreational and social events for the students, all as deemed necessary or advisable by the Board;
 4. To select the textbooks and other teaching materials of every kind and nature;
 5. To determine class schedules, and the hours of instruction and the terms and conditions of employment, limited to the terms of the Agreement;
 6. The Board agrees that in all its decisions relating to professional education matters, the Board shall consider carefully and implement where appropriate the recommendations and evaluations of the Association and its members.
- A. The exercise of the foregoing powers, authority, duties and responsibility 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 and then only to the extent such specific and express terms thereof are in conformance with the laws and Constitution of the State of Michigan and of the United States.

Nothing contained herein shall be considered to deny the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

- B. Unless expressly provided otherwise in this Agreement, the Board reserves the right to:
1. Direct the work of its employees.
 2. Maintain the efficiency of the school operations.

SECTION 3.1

PROTECTION OF TEACHERS

- A. The school recognizes its responsibility to give assistance to teachers with respect to the maintenance of control and discipline in the classroom. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary action and methods invoked by him/her shall be reasonable and just. It shall be the responsibility of the teacher to report to the administrator the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. Administrators and teachers will work cooperatively in resolving discipline problems which disrupt good classroom operations. Student discipline shall be in accordance with the adopted student handbook.
- B. Any case of assault upon a teacher shall be promptly reported to the Board of Education or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. It is understood that the Board is not obliged to provide legal counsel to represent said teacher.
- C. A bargaining unit member may, at all times, use such force as is necessary and permissible under the law to protect himself/herself, another person or property from attack, physical abuse or injury. The Employer will further provide such assistance as is outlined in A and B above to teachers acting in accordance with school policy in such situations.

SECTION 3.2

INSTRUCTION MATERIALS

The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching

profession. A committee of two (2) representatives of the Board and two (2) representatives from the Association shall be established, and they shall make a recommendation for upgrading, replacing, or renewing such instructional materials and supplies to the Board of Education at their next scheduled meeting.

SECTION 3.3

TEACHING CONDITIONS

- A. The Board shall make available in the school building a furnished room, which shall be reserved for use as a staff lounge. The Board shall also provide access to restrooms and lavatory facilities for teacher use.
- B. Telephone facilities shall be made available to teachers for their reasonable use. One telephone shall be placed in the teacher's lounge so that better communication may be established with parents. Toll charges on personal calls shall be the responsibility of each bargaining unit member.
- C. Designated parking facilities shall be made available to teachers for their use.
- D. The teachers may make reasonable use of the building facilities for Association business or meetings. It is understood that the teachers will reimburse the Board for any costs incurred.

SECTION 3.4

TEACHING HOURS, LOADS AND ASSIGNMENTS

- A. The teacher's working day shall be 7 hours and 25 minutes. Teachers shall be outside their assigned classroom monitoring the hallways/classroom from the student's first bell until the start of class. If school is dismissed early because of weather conditions, teachers shall be asked to stay no later than ten (10) minutes after students are dismissed. Teachers will not report for work when school is not in session due to weather. Teachers may leave the last work day of the school year when they receive check-out clearance from the administrator. The times in this sub-section are subject to change under situations as covered under Section 3.4 G, below.
- B. All teachers shall have available at least thirty (30) minutes for lunch. The exact time may vary from grade to grade, but it shall be between 11:00 a.m. and 1:05 p.m. All teachers shall have a duty-free, uninterrupted lunch period.
- C. Each full-time secondary teacher will be given a preparation period five (5) times a week for a five (5) period day. Each full-time elementary teacher will be provided with a minimum average of 346 minutes of preparation time for a normal five (5) day week.

Part-time regular teachers will be given preparation time according to the percent of the normal five (5) day week.

- D. When weekly staff meetings are held after school, they will be between 3:10 and 4:10 p.m.
- E. Under no conditions shall a teacher be required to drive a school bus.
- F. The Board agrees in the interest of quality education that it shall attempt to create curricular offerings for students that do not require members of the teaching staff to teach two or more academic offerings simultaneously (example: typing and accounting).
- G. If a situation arises that would cause a change in the starting and ending times without changing the number of hours worked, then both parties agree to reopen this issue for negotiation.

Additionally, the parties to this Agreement shall meet at least sixty (60) days prior to the end of each school year to determine necessary action to be taken to comply with the State requirement regarding clock hours of instructional time. The parties agree that the District shall comply with such requirements and that additional student contact time, if needed, shall be provided from within the existing student day as was in effect during the immediately preceding school year, if possible. The next option to be considered would be from within the then current existing teacher day as referenced in Section 3.4 A above, if possible. Only such additional time as is required by law shall be so structured by the parties.

- H. To the extent required by law, the parties will add hours of student instruction to the calendar, to make up "ACT OF GOD" hours lost during the school year, in order to meet the minimum requirement of hours of student instruction. Such hours will be scheduled by mutual agreement between the parties, but if no agreement can be reached they will be scheduled on consecutive weekdays beginning on the first scheduled record day in June, with the scheduled record days moved to the end of the calendar. Any hours not required to be made up by law shall not be added as make-up hours. Teachers shall receive no additional compensation for these hours.
- I. Teachers shall maintain responsibility for supervision of students during on-duty time when such students are or could be reasonably be expected to be under their control (e.g., passing times, hallways, etc. when the teacher is present, library research or special projects at the direction of the teacher, athletic contests or student activities when the teacher is witness to student behavior).
- J. 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 tenure teachers.
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 administrator 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. 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.
5. 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 practices linked in university development schools, ISD and regional seminars conducted by master teachers and other mentors regarding proper classroom management and instructional delivery methods.

6. 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 administrator. The probationary teacher involved shall have input into this process.
7. Mentor teachers shall be paid Five Hundred (\$500.00) Dollars per year and will perform the following activities:
 - a. Spend approximately 45 minutes of planned time with the assigned probationary teacher twice a month. This time includes weekly in-person or telephone contacts and, if the teacher is having difficulty, impromptu contacts.
 - b. Document all dates of conferences, personal contacts and classroom visits with the assigned teacher in a conference log which is to be provided to the administrator at the end of the school year.
 - c. Suggest current research provide insight, and suggestions for improving instruction in both the probationary teachers subject area and in classroom management strategies.
 - d. At least one planned classroom visit conducted during the year.
 - e. Help the probationary teacher select appropriate professional development that meets the state guidelines.

- K. Should additional student contact time be required under sub-section G, above, in excess of the then current 1995-96 level of 1035, each such hour shall be paid at the rate of .001 of regular salary, paid in a lump sum on the last pay of each year so affected. Any additional time beyond the current (2000-01) level of 1098 hours as may be mandated thereafter and added according to the provisions of this Agreement shall be paid in a lump sum at the end of the year so affected and then similarly added to the salary schedule for the next year.

SECTION 3.5

CLASS SIZE

The Board recognizes the importance of low pupil-teacher ratio and as a goal will try to limit the number of students in a class to thirty (30) in grades 9-12 and twenty-eight (28) in grades 6-8, 25 in grades 4-5, and 23 in grades K-3.

SECTION 3.6

LEAST RESTRICTIVE ENVIRONMENT

The parties acknowledge that the policy of Least Restrictive Environment is legally mandated. It is also recognized that the extent to which any "individual handicapped student" should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Education Planning Committee (IEPC). It is further acknowledged and recognized that the general education classroom teachers and appropriate special education teachers, together with the administration, are jointly responsible for implementation of the IEP and for attending the educational needs of special education students assigned to the teacher's class. Teachers agree to cooperate in the delivery of special education and related services as those terms are defined in 34 CFR 300.13.

- A. If any member, in writing, advises the administration of a reasonable basis to believe that an individual handicapped 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.
- B. The following conditions shall apply to placement of individual handicapped students in general education classrooms:
1. Any member who will be providing instructional or other services to an individual handicapped student in a regular education classroom setting shall be invited, and

enabled, to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom.

In instances where it is not possible to identify in advance of an IEPC general education teachers who ultimately will have individual handicapped student(s) assigned to their classroom(s), meetings will be convened with such general education teachers as soon as possible following the placement of the student(s) to explain the conclusion of the IEPC and to provide for the teacher to have input into the process.

2. The administration shall provide, prior to such placement whenever possible, in-service training to the teacher regarding the instruction and behavioral management of such individual handicapped students in the regular education classroom setting, including but not limited to, the differing approaches, problems and techniques to be utilized with varying physical, mental, emotional and behavioral conditions as are likely to be faced in the given situation. Such in-service training shall be at Board expense and shall be mutually arranged with the teacher(s) to be involved. If such prior training is not possible, the training will be provided as early as can be arranged after the placement has occurred
 3. The administration shall provide, prior to such placement whenever possible, awareness information to the affected members and students regarding placement of individual handicapped students in the class(es). The activities shall be provided to assure that the school climate is receptive to the placement and to maximize the potential of the individual handicapped student while minimizing possible areas of concern. Should prior provision of such information to be impossible, the information shall be provided as early as can be arranged after the placement has occurred.
- C. 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 individual handicapped students such as, but not limited to: suctioning, catheterization, diapering, or attending to any personal hygienic or medical need(s) of the student(s). Any such extenuating circumstances shall be preceded by notification of 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 the Board will remit the premium amounts for an Errors and Omissions Insurance Policy to cover members, (to the extent permitted by law), whose actions comply with Board policies, and are within the appropriate scope of their normal job duties and responsibilities including duties as provided in this section. The terms of the insurance policy shall be controlling regarding defense or indemnity of Bargaining Unit Members. The insurance policy carried by the Board shall provide policy limits for Two Million Dollars (\$2,000,000.00) coverage.

The Board does not agree to self-insure for obligations beyond the insurance policy, or in the event of a policy exclusion or limitation. The sole obligation undertaken by the Board shall be limited to payment of premium amount for such coverage, subject to the conditions enumerated in this paragraph. If the Board is unable to obtain liability insurance protection at a reasonable premium level, the Association shall be notified and the insurance provision of this section shall become inoperative. If such occurs, no member shall be required to perform the ascribed duties under the above provision.

SECTION 3.7

INTERNET ACCEPTABLE USE

- A. To provide an intellectual atmosphere that includes access to the Internet, the parties believe that all teachers should have the opportunity to develop skills in using computer technology. Having access to the Internet will allow the teacher to access and use the Internet to transmit material, which is consistent with the educational goals of the school district, as well as allow the teacher to access and transmit appropriate material to be used in the educational environment.
- B. Whereas the parties recognize the educational value of Internet access at the school using District equipment, they hereby agree to the following:
 - 1. The parties seek to educate young people in the use of the Internet as an assistive device to support student learning and achievement.
 - 2. The parties recognize that in order to support student learning and achievement the teacher must use the Internet access in a responsible manner.
 - 3. The parties agree that the classroom teacher(s) are released from any liability based upon information retrieved from the Internet by the student.
 - 4. The parties agree that the use of the District's electronic resources are for the purpose of (in order of priority):
 - a. Support of the academic program.
 - b. Telecommunications.

c. General information.

5. The parties agree that the District will periodically make determinations on whether specific uses of the electronic resources are consistent with the acceptable-use practice of the school.
6. The District reserves the rights to any material stored in files which are generally accessible to others and will remove any material which the District believes to be unlawful, obscene, pornographic, or abusive. Staff members will not use their District-approved computer account to obtain, view, download, or otherwise gain access to such material. Misuse of this privilege may result in discipline as provided under Article 2.6, including revocation of Internet use privileges.
7. All information services and features contained on District or Network resources are intended for the personal and school-related use of its registered users and any use of these resources for commercial-for-profit or other unauthorized purposes is expressly forbidden.
8. Allowing the use of any account by someone other than the registered account holder is forbidden.
9. The District and/or Network does not warrant that the functions of the system will meet any specific requirements that the user may have, or that the Network will be error free or uninterrupted; nor shall it be liable for any direct, indirect, incidental or consequential damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the system.
10. Consistent with Article 2.3, the use of electronic means, including E-Mail and Internet usage, for purposes of evaluation of staff shall be strictly prohibited. In consideration for the privileges contained above, the staff member hereby agrees to abide by the requirements contained therein and releases the District, Network and its operators and administration from any and all claims of any nature arising from use or inability to use the District and/or Network resources.

SECTION 3.8

ESEA REQUIREMENTS FOR HIGHLY QUALIFIED TEACHERS

- A. A teacher hired before the first student attendance day of the 2004-05 school year who is required by the ESEA to be “highly qualified” (as defined by the ESEA and the Michigan Department of Education) for his/her teaching assignment and is not “highly qualified” for his/her teaching assignment shall, by the end of the 2006-07 school year, have elected and satisfied one of the options below for becoming “highly qualified”:
 1. For elementary teachers:

- a. Passage of the Michigan Test for Teacher Certification (MTTC) general elementary examination and the examination for any subject area for which the teacher is endorsed and is teaching in grades 6-8. Individuals who hold the old K-8 "all subjects" designation on their elementary teaching certificate may elect to take and pass the MTTC subject area examination for each subject that he/she is assigned to teach in grades 6-8 if they do not hold a major in the subject, OR
- b. A graduate degree or coursework that is equivalent to an undergraduate major in any subject area directly related to elementary teaching, OR
- c. Achieve National Board Certification or credentialing in any subjects(s) at an appropriate developmental level(s), OR
- d. As documented by the District's School Improvement Team, have:
 - (1) at least three (3) years of teaching experience at the elementary level and
 - (2) have completed, since the issuance of the Provisional teaching certificate, a minimum of eighteen (18) semester credit hours in a planned standards-based State Board of Education (SBE) approved endorsement program or a master's or higher degree in an area appropriate for elementary education, OR
- e. As documented by the District's School Improvement Team, have:
 - (1) at least three (3) years of teaching experience and,
 - (2) before the end of the 2006-07 school year, have completed an individual professional development plan approved by the District's School Improvement Team, including completion of professional development activities that are aligned with the state professional development standards and consisting of at least 90 contact hours or 6 semester hours of graduate or undergraduate coursework in a standards-based (in accordance with the SBE-approved standards that are aligned with the applicable Michigan Curriculum Frameworks) subject/content subject area program related to the current teaching assignment, OR
- f. As documented by the District's School Improvement Team, demonstrate competence of subject matter knowledge and teaching skills using a standards-based performance assessment reflecting the entry-level standards for Michigan teachers approved by the State Board of Education. (The performance assessment shall be conducted by the District's School Improvement Team and may include classroom observation, and/or videotaped lessons, and/or an individual portfolio using the Michigan content area portfolio guidelines. The performance assessment plan, standards, and evaluation instrument must be

- submitted to the Michigan Department of Education for approval prior to implementation.)
2. For middle school and other secondary teachers:
 - a. Passage of the MTTC subject area examination for any subject area assignment (other than those in which the teacher holds a subject area major) for which the teacher is endorsed and is teaching in grades 7-12. Individuals who hold the old 7-8 “all subjects” designation on their secondary teaching certificates may elect to take and pass the MTTC subject area examination for each subject that he/she is assigned to teach in grades 7-8 if they do not hold a major in the subject(s), OR
 - b. A graduate degree or coursework that is equivalent to an undergraduate major in the teaching field, OR
 - c. Achieve National Board Certification or credentialing in the subject(s) at an appropriate developmental level(s) that he/she teaches, OR
 - d. As documented by the District’s School Improvement Team, have:
 - (1) at least 3 years of teaching experience at the secondary level and
 - (2) have completed, since the issuance of the Provisional teaching certificate, a minimum of 18 semester credit hours in a planned standards-based SBE-approved endorsement program or a master’s or higher degree in an area appropriate for secondary education, OR
 - e. As documented by the District’s School Improvement Team, have:
 - (1) at least 3 years of teaching experience and,
 - (2) before the end of the 2006-07 school year complete an individual professional development plan approved by the District’s School Improvement Team, including completion of professional development activities that are aligned with the state professional development standards and consisting of at least 90 contact hours or 6 semester hours of graduate or undergraduate coursework in a standards-based (in accordance with the SBE-approved standards that are aligned with the applicable Michigan Curriculum Frameworks) subject/content subject area program related to the current teaching assignment, OR
 - f. As documented by the District’s School Improvement Team, demonstrate competence of subject matter knowledge and teaching skills using a standards-based performance assessment reflecting the Entry-Level Standards for Michigan Teachers approved by the State Board of Education. (The performance assessment shall be conducted by the District’s School Improvement Team, and may include classroom observation, and/or videotaped lessons, and/or an

individual portfolio using the Michigan content area portfolio guidelines. The performance assessment plan, standards, and evaluation instrument must be submitted to the Michigan Department of Education for approval prior to implementation.)

B. Teachers not certified for teaching assignment:

1. If a teacher has no certification endorsement for part or all of his/her assignment, the teacher shall enroll in and make annual progress toward an endorsement for each part of his/her assignment that the teacher lacks an endorsement.
2. A teacher that was or is involuntarily assigned to teach an elementary grade level outside his/her certification or assigned to teach one (1) or more classes in a subject area in which the teacher does not have a major shall not be adversely impacted by said assignment. Said teacher shall be granted the first vacancy he/she applies for provided he/she is certified for the vacancy. This paragraph shall supersede the vacancy, transfer, layoff or recall provisions of the Agreement.

C. School Improvement Team:

For the purposes of Section A and B above, a School Improvement Team (SIT) shall be established to conduct an assessment of the option elected and pursued by each teacher subject to Section A and B immediately above. The SIT shall be composed of four (4) members--two (2) appointed by the Superintendent and two (2) appointed by the Association. The SIT shall make a determination whether each teacher subject to Section A or B immediately above has become "highly qualified" by meeting one of the options provided in Section A or B immediately above.

D. Teachers not "highly qualified" by the end of the 2006-07 school year:

A teacher who is required as of the end of the 2006-07 school year by the ESEA to be "highly qualified" (as defined by the ESEA and the Michigan Department of Education) for his/her teaching assignment and is not "highly qualified" for his/her teaching assignment shall be granted the first vacancy he/she applies for provided he/she is "highly qualified" for the vacancy. If there is no vacancy for which said teacher is "highly qualified," said teacher shall be treated under the Layoff and Recall provisions of this Agreement as if his/her current position had been eliminated.

- E. A teacher that has been recognized as "highly qualified" under the ESEA by this school district or another Michigan school district shall be recognized as "highly qualified" by this school district for the duration of his/her employment (as applied to the given assignment).
- F. Teachers shall be reimbursed for the cost of additional licensure, certification, tuition, test charges and/or fees incurred in the process of complying with the ESEA requirements as described herein, above. Test charges as described above are defined

as the first MTTC test taken, and the next MTTC test that the teacher passes, if not passed the first time.

SECTION 4.1

PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

- A. With superintendent approval, any certified teacher may be released from duties and allowed up to two (2) days per year to attend bona fide related educational meetings, without loss of pay. The Board may pay for mileage, meals, lodging and fees. These days are not cumulative.
- B. At the beginning of every school year each teacher shall be credited with three (3) non-accumulative days, to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. It is understood that such days are primarily intended to be used by the teacher to conduct personal business which ordinarily could not be accomplished outside of the work day. Cognizant of community relationships, each teacher is encouraged to use sound judgment in the use of such days. It is further understood such leave shall not be granted for the first day or the last day of the school year, nor on the first working day preceding or following a vacation or holiday.

A teacher planning to use a personal leave day or days shall notify his/her administrator at least three (3) days in advance, except in cases of emergency.

No more than two (2) teachers will be granted personal leave on any given day unless otherwise approved by the Superintendent. In the event that more than two (2) teachers apply for such leave on any given day, the two (2) applications received first will be those approved.

- C. Any teacher who is subpoenaed to testify during school hours in any judicial or administrative matter or who shall be asked to testify in any arbitration or fact finding, shall be paid his/her full salary for such time. It is understood and agreed that this shall be limited to no more than five (5) days of such testimony per instance for situations not connected with the School District. It is further understood that the Board and the Association shall use restraint in subpoenaing witnesses for testimony during work hours. If a witness fee is paid to the teacher, that amount will be remitted to the School District.
- D. At the beginning of every school year, the Association shall be credited with a total of three (3) days to be used by teachers who are officers or agents of the Association. No more than two (2) teachers will be granted Association leave on any given day. The Association agrees to notify the Superintendent at least three (3) days in advance of

taking such leave, and, furthermore, the Association agrees to reimburse the District for the cost of the substitute.

- E. Any teacher called for jury duty during school hours shall be paid his/her full salary for such time. The teacher agrees to return to the District any compensation he/she receives for jury duty, other than for expenses.

SECTION 4.2

UNPAID LEAVES OF ABSENCE

- A. Any teacher whose personal illness or disability extends beyond the period compensated under Section 4.3 will be granted an unpaid leave of absence up to one (1) year for complete recovery from such illness or disability. Upon return from leave, a teacher will be assigned to the same position, if available, or an equivalent position.
- B. A leave of absence of up to one (1) year without pay may be granted upon application and approval by the Board to any teacher for good cause for the purpose of providing infant child care. Upon return from such leave, the teacher shall be assigned the same or equivalent position as held before the leave. Teachers returning from such leave to the same position shall notify the Employer at least sixty (60) days prior to their expected date of return to work. An employee may request the termination of child care leave prior to the prearranged leave return date, and the Employer will determine if such request is possible.

A leave of absence may be granted pursuant to the Family and Medical Leave Act of 1993, amended 2008 version.

- C. The teacher, in order to return to work from the above leaves, shall furnish the District with a statement from his/her physician, if applicable, indicating that he/she is fit to perform his/her teaching duties.
- D. Upon the request to the Board, a leave may be granted to a tenure teacher who desires to improve himself/herself through a full-time study program. Upon satisfactory completion of the said program, the teacher shall advance, if appropriate, on the salary schedule.
- E. Teachers who are officers of the Michigan Education Association or are appointed to its staff may upon proper application be given a leave of absence up to two (2) years for the purpose of performing the duties for the Association. Teachers given leaves of absence without pay for this purpose shall not receive credit toward annual salary increment on the schedule.
- F. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States.

Teachers on military leave from the Boyne Falls School System, shall receive credit of increments and sick leave days up to a maximum of two (2) years which would have been credited to them had they remained in active service to the District. It is expressly understood by the parties that a teacher on this leave will not receive more credit than an active teacher.

- G. A teacher would retain not more than five (5) sick leave days while on leave of absence. During a leave of absence there will be no accumulation of additional leave days.
- H. Other leaves and renewals or extensions of leaves may be granted by the Board.

SECTION 4.3

ILLNESS AND DISABILITY

- A. At the beginning of each school year, each teacher shall be credited with ten (10) days of sick leave, the unused portion of which shall accumulate from year to year to a maximum of 120 days. However, there will be no transference of any accumulated unused sick leave days except for those circumstances specified in paragraph 4.3 F to a sick leave bank. Furthermore, there will be no payment of any portion of any unused leave days at the time of release, resignation, of any teacher. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:
 - 1. Personal Illness or Disability – The teacher may use all or any portion of his/her leave to recover from his/her illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated on the same terms and conditions as are applied to other temporary disabilities including but not limited to those terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance with insurance programs, etc.
 - 2. Illness in the Immediate Family – Bargaining unit members may not use more than ten (10) of their accumulative sick leave days for this purpose. More days may be granted at the discretion of the Superintendent. It is agreed that the immediate family shall include household members and parents or parents-in-law.
 - 3. Qualifications for Use of Leave Days:
 - a. To qualify for a leave day, the teacher shall notify the appropriate designated contact to arrange for a substitute.
 - b. Hours of class periods of planned absences or emergencies shall be cumulative to full day equivalencies and deducted from leave days.

- c. Any teacher whose illness or disability extends beyond any five (5) consecutive days may be requested to furnish a doctor's certificate.
- d. Physical, psychiatric, psychological testing shall have a limit of three (3) days unless otherwise ordered by an M.D. or D.O. A reasonable travel time will be allowed as needed.

4. Accumulated Leave Days:

- a. Accumulated leave days are carried over for those teachers returning from the previous year or teachers who are returning from an approved leave of absence.
 - b. A list of accumulated leave days will be provided to each teacher and will be placed in the teacher's opening packet at the beginning of the school year.
 - c. Leave days used above those accumulated shall be deducted from the next pay period after the time of usage.
- B. A teacher will be granted a maximum of three (3) days per death (multiple deaths in the family at the same time excluded) in the immediate family (spouse, mother, father, daughter, son, mother-in-law, father-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, brother, sister, brother-in-law, sister-in-law, or any relative living in your residence).
- C. Each teacher shall be granted one (1) day per year to attend the funeral of any person. No more than two (2) teachers may be absent on any given day for this purpose.
- D. A teacher who shows exceptional care in non-use of available sick days shall be given the following bonus on the last pay of the school year:
- | | |
|---------------------------------|----------|
| 0 days used for the school year | \$300.00 |
| 1 day used for the school year | \$150.00 |
| 2 days used for the school year | \$ 0.00 |
- E. Upon retirement, the Board shall reimburse the member or beneficiary for the number of accumulated sick leave days at the time of such termination, at the rate of twenty five dollars (\$25.00) per accumulated day, not to exceed 120 such days.
- F. Any bargaining unit member who wishes, may voluntarily donate up to three (3) days of his/her accumulated sick days per school year to another bargaining unit member facing personal long-term illness or the long-term illness of an immediate family member. Additionally, this benefit may be used to assist less senior bargaining unit members who may not have had the opportunity to accrue the number of days necessary for specific incidents of personal or family illness. The bargaining unit member who receives donated days shall exhaust his/her own sick day allowance before accessing this benefit.

SECTION 5.1

INSURANCE PROTECTION

A. The Board shall pay the premium costs of, the following MESSA PAK insurance for a full twelve-month period for the bargaining unit member and his/her entire family. The co-pay amounts shall be Saver RX which is equivalent to a \$10/\$40 per prescription. The district will reimburse prescription co-pays greater than \$20 back to the \$20 level. This reimbursement will be a maximum level of \$500 per employee.

Employees will contribute 15% (fifteen) pre-tax, of their medical, vision, dental, negotiated life and long-term disability.

Both parties agree that once the contract expires employees will be responsible for paying the July 1 MESSA Renewal increase for the 2012-2013 year commencing with the September payment until a successor agreement is reached.

Boyer Falls School will be policyholder of any insurance packages.

PLAN A:

ABOVE BENEFITS INCLUDE:

Choices II

PPO

Saver RX Prescription (\$10/\$40)

500/1000 deductible (reimbursed)

\$20 office visit

LTD Plan I

60%

90 Calendar Days modified fill

\$2,500 Maximum

Social Security Freeze

Alcoholism/Drug Addiction – Two (2) Year

Mental/Nervous – Two (2) Year

Delta Dental Plan

D-004

60/60/60 with \$1,000 maximum lifetime ortho

Negotiated Life

\$10,000 AD&D

Vision

VSP 3+ Platinum

PLAN B:

Delta Dental Plan

E-007

80/80/80 with \$1,300 maximum lifetime ortho

Negotiated Life	\$20,000 AD&D
LTD	60% as above
Vision	VSP 3+ Platinum

Note: Previous Letters of Agreement regarding the establishment of \$5/10 Prescription Co-Pays and \$100/200 Deductibles and Board Reimbursement of same are hereby made null and void.

- B. Bargaining Unit Members not electing MESSA PAK Plan A will select MESSA PAK Plan B. Any contribution amount exceeding the Employer’s subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

Employees not wishing health insurance subsidy and choosing MESSA PAK Plan B, may apply the equivalent of an individual employee’s single subscriber premium toward any of the MESSA or Board-approved options.

The Board shall provide a cash option in lieu of health benefits up to the amount of the Choices II PPO single subscriber premium according to the following:

1. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.
2. The amount of cash payment received may be applied by the bargaining unit members to an MEA financial services or other 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 costs relating to the implementation and administration of benefits under this program shall be borne by the Board.
5. The section 125 Administration shall be provided by MESSA Optional or other approved carrier. The employer shall enter into a MESSA Optional administrative services contract.
6. Any amounts exceeding the employer subsidy share may be payroll deducted.

- C. Upon request of a bargaining unit member either on, or applying for, either disability (STD) benefits under sub-section B (options), the Board shall allow the long-term disability (LTD) benefits under plans (A) or (B) the above, or short-term bargaining unit member to sign over his/her benefit to school district. The District shall, immediately upon receipt of the benefit from the insurance carrier, issue a check to the bargaining

unit member in the full amount of the original benefit, less applicable taxes. The school district shall report the appropriate percentage of pro-rated time based upon the percentage of benefit received to the Michigan Public School Employees Retirement System (MPSERS) for credit. Example: A member on LTD at a 66 2/3% benefit for 180 days would have 120 days (66 2/3% of 180) credited for retirement purposes with MPSERS.

It is understood and agreed that this provision is in accordance with recent rulings of MPSERS to allow such credit. Members shall use the following form to request this arrangement:

I, (print) _____ hereby request that the Boyne Falls Public School receive the amount of (long term) (short term) disability benefit that I am authorized to receive from MESSA. I authorize MESSA to disburse the underlined benefit above directly to the school district. In return for my authorization, the Boyne Falls School District shall, upon receipt of the benefit, issue a check for the same amount (less taxes) to me through the school district payroll and report the appropriately pro-rated amount of time based on the percentage of my benefit to the Michigan Public School Retirement System (MPSERS) for credit. This request and authorization is according to Section 5.1C of the current master agreement between the school district and the Association.

Signed: _____
Employee Date

One copy to member, one copy to school district, one copy to MESSA

- D. Insurance benefits shall be offered to part-time teacher(s) separate from the MESSA PAK referenced under Section 5.1 A, above, but shall be determined by the appropriate (i.e., half (1/2) time pro-ration of the premium of Plan A. This premium amount shall be available to the teacher(s) to purchase on an ala carte basis from the MESSA health, dental, vision, life and/or long-term disability plans offered by the carrier.

If such part-time teacher(s) do not elect health, then the teacher(s) shall be allowed to place the amount determined in the paragraph above up to the single subscriber premium towards options as provided for in Section 5.1 B, above. Should the teacher(s) wish to place all or part of this amount towards an annuity as referenced under Section 5.1 B, the teacher(s) shall be allowed to utilize the Section 125 plan referenced under this section as a cash option in lieu of health benefits to do so.

SECTION 5.2
SALARY SCHEDULE

2011-2012

Increase 0% on step over the final 2010-11 salary schedule at the beginning of the contract year.

2010 - 11 Salary Schedule
2011 - 2012 Salary Schedule

	BA	BSA+18	MA	MA+15
1	34,335	35,959	38,114	39,637
2	35,745	37,451	39,606	41,193
3	37,164	38,950	41,096	42,739
4	38,576	40,432	42,588	44,287
5	39,993	41,924	44,078	45,839
6	41,394	43,414	45,575	47,401
7	42,821	44,907	47,061	48,944
8	44,241	46,398	48,553	50,498
9	45,653	47,894	50,049	52,047
10	47,068	49,381	51,535	53,598
11	48,486	50,129	52,284	54,374
12	49,893	52,365	54,550	56,732
12.5	49,893	52,365	54,550	56,732
13	49,893	52,365	54,550	56,732
14	49,893	52,365	54,550	56,732
15	51,888	54,459	56,732	59,003
16	51,888	54,459	56,732	59,003
17	51,888	54,459	56,732	59,003
18	51,888	54,459	56,732	59,003
19	51,888	54,459	56,732	59,003
20	52,886	55,508	57,822	60,136
21	52,886	55,508	57,822	60,136
22	52,886	55,508	57,822	60,136
23	52,886	55,508	57,822	60,136
24	52,886	55,508	57,822	60,136
25	53,884	56,555	58,913	61,271

SECTION 5.3 COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in the Salary Schedule A which is attached to and incorporated into this Agreement. Such salary schedules shall remain in effect during the one (1) year term of this Agreement.
- B. Teachers involved in voluntary extra-duty assignments as set forth in Schedule B of this Agreement shall be compensated in accordance with the provisions of this Agreement.
- C. Salaries shall be paid in twenty-one (21) equal payments every other Friday or equal payments every other Friday ending with the pay day 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 the first teacher work day. Such option will remain in effect during the contractual year.
- D. A teacher shall receive 1/5 of his daily rate of pay per class period when substituting at the request of the Administration for another teacher during his/her conference period.
- E. To qualify for the B.A.+18, M.A., or MA+15 columns on the salary schedule, a teacher must submit transcripts to the Superintendent during the first month of school for credit to be granted for the first trimester and during the first month of the trimester for credit to be granted during subsequent trimesters. All credits earned after September 3, 1976, must be on a university approved program or approved by the Board to qualify for the B.A.+18 schedule. The intent of the parties is to “grandfather” in all hours taken by present staff prior to September 3, 1976, and to set forth a new procedure to be implemented for hours taken after September 3, 1976, by present staff and future employees.
- F. The Salary Schedule A is based upon a normal weekly teaching load as defined in Section 3.4 during normal teaching hours. For extra work, the teacher shall be entitled to appropriate additional compensation as outlined in paragraphs B and D of this Section.
- G. It is understood that retirement from the Boyne Falls School will follow federal and/or state statutes.
- H. The Board agrees to pay for longevity steps 15, 20 and 25 based on the teacher’s years of experience (including a maximum of 5 years of outside experience as defined in Section 2.1). The teacher must have a minimum of ten (10) years of teaching service in the Boyne Falls School District. The pay percentage of the twelfth (12th) step of the teacher’s contract as shown below:

15 years = 3%	20 years = 5%	25 years = 7% (2001-02,02-03)
15 years = 4%	20 years = 6%	25 years = 8% (2003-04)

- I. If, for the benefit of the District or the teachers professional growth, the Board requests a teacher to take a college course, all tuition and fees shall be paid by the Board. Any courses which a teacher desires to take for such improvement, or which are mandated by the state or federal government may, at the discretion of the Board, have tuition paid by the Board. All tenured teachers shall have up to three (3) semester hours of graduate credit on a planned program, leading to a graduate degree or previously approved by the superintendent with tuition paid by the Board for each school year.

SECTION 5.4
SCHEDULE B

- A. Extra Duty = % of B.A. Schedule based on experience at Boyne Falls Public School in the same field of Athletics, Grade Sponsorships, or other individual activities may earn experience credit up to a maximum of six (6) years

Classification	Percent	Advisors	Percent
Basketball, Varsity	10	7 th Grade	1
Basketball, Jr. Var.	7	8 th Grade	1 or 1-1/2 if trip
Basketball, Jr. Hi	5	9 th Grade	1-1/4
Baseball, Varsity	6	10 th Grade	1-1/4
Softball, Varsity	6	11 th Grade	2
Track, Varsity	5	12 th Grade	3
Cheerleading	4	Year Book (out of class)	3
Student Council	2	Pep Band	2
National Hon. Soc.	2	Summer Band	1-1/2
Volleyball, Varsity	10	Music	2
Volleyball, Jr. Hi	2.5	Webmaster	10
Athletic Director	15		