

AGREEMENT BETWEEN THE

BIG BAY DE NOC SCHOOL DISTRICT  
BOARD OF EDUCATION

AND

THE BIG BAY DE NOC EDUCATION ASSOCIATION

FOR

2021-2023

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - Agreement	2
ARTICLE 2 - Association & Teacher Rights	2
ARTICLE 3 - Rights of the Board	3
ARTICLE 4 - Professional Dues and Payroll Deductions & Pay Methods	4
ARTICLE 5 - Teaching Hours and Class Load	4
ARTICLE 6 - Special Student Programs	6
ARTICLE 7 - Teaching Conditions	6
ARTICLE 8 - Professional Qualifications & Assignments	6
ARTICLE 9 - Vacancies, Promotions, and Transfers	7
ARTICLE 10 - Illness or Disability	8
ARTICLE 11 - Professional Leaves	9
ARTICLE 12 - Conditions for Extended Leave	9
ARTICLE 13 – Teacher Performance/Personnel File	10
ARTICLE 14 - Professional Behavior	11
ARTICLE 15 - Professional Improvement	11
ARTICLE 16 - Reductions in Personnel, Seniority and Recall	11
ARTICLE 17 - School Calendar	12
ARTICLE 18 - Professional Compensation	12
ARTICLE 19 - Special Teaching Assignments	14
ARTICLE 20 - Student Discipline and Teacher Protection	15
ARTICLE 21 - Professional Grievance Procedure	15
ARTICLE 22 - Extra Curricular	17
ARTICLE 23 - Conference Committee	17
ARTICLE 24 - Alcoholism and Drug Abuse	18
ARTICLE 25 - Negotiation Procedures	18
ARTICLE 26 - School Improvement	18
APPENDIX C - GRIEVANCE FORM	20
SALARY SCHEDULE (Schedule A)	21
EXTRA CURRICULAR SALARY SCHEDULE (Schedule B)	22
SIGNATURE PAGE	23

**ARTICLE 1**  
**AGREEMENT**

This agreement is entered into this First day of September, 2021, and runs through August 31, 2023, by and between the Board of Education of Big Bay de Noc, hereinafter called the "Board," and the Big Bay de Noc Education Association, Upper Peninsula Education Association and the Michigan Education Association, hereinafter called the "Association." The signatories shall be the sole parties to this agreement.

Whereas, the Board of Education is required by law to negotiate with the Association on wages, hours, and the terms and conditions of employment of teachers. The parties, through negotiations in good faith, have reached an agreement on all such matters and desire to execute this contract covering such an agreement.

The Board recognizes the Association as the exclusive bargaining representative as defined in Section XI of Act 336 of Public Acts of 1947, as amended, for all certified personnel under the contract with Big Bay de Noc School District, excluding all supervisory personnel as defined in the Act and office, clerical, maintenance, operating employees and substitute teachers and all other employees.

- (a) The term "teacher" when used in this agreement shall refer to all certified teaching personnel represented by the name of the employee organization in the bargaining or negotiating unit as defined above.
- (b) The term "Board" shall include its officers, trustees, and designees. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, PA of 1965, for the duration of this agreement.

**ARTICLE 2**  
**ASSOCIATION AND TEACHER RIGHTS**

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that certified teachers of the Board shall have the right to elect to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act and the laws of Michigan, that it will not discriminate against any teacher with respect to hours, wages, or condition of employment by reason of his/her membership and participation in the Association's activities, or collective bargaining or professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan laws.

C. The Association and its representative may request of the Administration the use of the school buildings at hours as deemed reasonable by the Administration for meetings (the word "reasonable" means the building will be available for the use of teachers outside of the regular school hours when no other meetings have been scheduled and have been previously announced) and any additional costs incurred for the use of the facilities shall be borne by the Association. No charge shall be made for use of the school rooms before the commencement of the school day nor until 6:00 p.m.

D. Duly authorized representatives of the Association and respective affiliates shall be permitted to transact official Association business on school property, as deemed reasonable by the Administration, and provided that, this shall not interfere with or interrupt the normal school operations.

E. The Association shall be granted permission by the Administration to post notices of activities and matters of Association concern on teacher bulletin boards. At least one such board shall be provided in each building. The Association may use the teacher mail boxes for communications to the teachers. The Association shall have reasonable use of equipment and any costs incurred for the use of the equipment shall be borne by the Association.

F. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, including annual financial reports, audits, register of certificated personnel, budgets, agendas and minutes of all Board Meetings, and all available information about state and federally funded programs.

G. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

H. Association time shall be granted to the president or a representative of the president (officer) of the union in the manner of three (3) days per year to work on association business. The Association will pay for substitutes on day one (1), day two (2), and day (3). There will be no carryover of days each year.

I. Individual contracts shall be issued to staff members.

### **ARTICLE 3 RIGHTS OF THE BOARD**

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 upon and invested in it by the laws of the State of Michigan, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system, its properties and facilities and the activities of its employees.
- (2) To hire all employees and subject to the provisions of law, to determine their qualification, and the conditions for their continued employment, or their dismissal or demotion and to promote, and transfer all such employees.
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for all students, as deemed necessary or advisable by the Board.
- (4) To decide, with the advice of the employees, upon the means and methods of instruction, the selection of textbooks, and other teacher materials, and the use of teaching aids of every kind and nature.
- (5) To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the

Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

#### **ARTICLE 4**

##### **PROFESSIONAL DUES OR PAYROLL DEDUCTIONS AND METHODS OF PAY**

A. The Association agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits or other forms of liability including, but not limited to, back pay and all out of court or administrative agency costs that may arise out of or by reason of any action by the Board for the purpose of complying with this Article.

B. Teachers shall be paid according to a schedule of their choice.

- (1) Total annual salary shall be divided into 26 pay periods and payable every two weeks. The total unpaid balance shall be paid in a lump sum at the end of the school year.
- (2) The total teacher salary shall be divided into 20 pay periods and paid every two weeks.
- (3) The total teacher salary shall be divided into 26 pay periods and paid every two weeks.

C. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher, and make appropriate remittances for annuities, credit union, savings bonds, or charitable donations. Any other plans or programs requested by the Association must have the approval of the Board.

D. Teachers who absent themselves while on duty due to an emergency situation beyond their control must notify the administration prior to leaving or said teacher will be required to take time lost without pay.

E. First pay is to start two weeks after the last payday of the prior contract. (This includes methods 1 and 3 above.)

#### **ARTICLE 5**

##### **TEACHING HOURS AND CLASS LOAD**

A. Teachers shall be required to report for duty twenty-five (25) minutes before the opening of the pupil's regular school day in the morning and be present in their classrooms or areas of assignment. Teachers shall be permitted to leave five (5) minutes after close of the pupils' regular school day. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. Teachers are to remain for a sufficient period after the close of the pupils' day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher and principal, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day.

B. The weekly teaching load in the junior and senior high school will include one unassigned preparation period. The weekly teaching load in the elementary school will not exceed six (6) hours of

pupil contact per day. This can be changed, i.e., adjusted, increased, decreased by the mutual agreement of the parties.

C. All teachers shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes.

D. Elementary teachers will be provided either two 15-minute relief periods or one thirty-minute relief period each day. Playground duty will be assigned to each elementary teacher equally.

Three (3) non-core classes (e.g. P.E., music, and computers) will be taught per grade in grades K-5, weekly per scheduled school calendar with a minimum of 35 minutes per non-core class dependent on the availability of and financial ability to provide those teachers. Administration will set the schedule. This time is elementary prep time for that classroom teacher. In the event a teacher has to teach one of the above non-core classes, said teacher will be compensated \$15 per period.

In the event that there is no school due to a snow day or calendar-approved day off, a teacher will not be compensated for their missed special. If a special class must be missed due to a planned special event at the school, a teacher will be compensated as described above.

At any time a teacher must take over the class due to the absence or non-attendance of the teacher, that teacher is to notify the superintendent's secretary and a record of such times will be kept. The time so accumulated will be paid time to the teacher based on twenty-five dollars (\$25) per period or nearest half hour at the teacher's choice.

In the event it becomes necessary for a teacher to teach both sections of a class, i.e., one teacher is absent in the first grade, no substitute is available, and the teacher present teaches both sections, that teacher is to notify the superintendent's secretary and a record of such times will be kept. The time so accumulated will be paid time to the teacher based on twenty-five dollars (\$25) per period or hour. Time sheets shall be submitted by the end of the pay period in which the time is earned for reimbursement.

Compensation for this time is explained in Article 19 B

E. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational programs practicable for every boy and girl in the school district. This includes:

- (1) Careful preparation of daily classes.
- (2) Attendance at staff meetings and workshops is required, unless the teacher is excused by the Administration.
- (3) Participation in activities of the school such as:
  - a. Open house shall be held at least once a year.
  - b. The board shall advise the Association of any changes in NEOLA School Policies or Bylaws.
  - c. Public performance of children and other school events for which the teacher is directly responsible.
  - d. High School Commencement Ceremony.
  - e. Teaching staff will make themselves available to consult on or offer additional servicing to

address learning loss resulting from the pandemic. (Work outside of the scope of normal work duties will be paid time to the teacher based on twenty-five dollars (\$25) per hour.

## **ARTICLE 6**

### **SPECIAL STUDENT PROGRAMS**

A. Both parties recognize that all students must be provided with the least restrictive environment. Services must be appropriate to the student's unique needs as determined by an Individual Educational Plan Team (IEP)

B. Any teacher providing or who may in the future provide instructional or other services to a disabled student in a regular education classroom setting shall be invited to participate in the IEP.

C. Teachers shall have available the services deemed necessary by the IEP.

D. Except in life threatening or extenuating circumstances, the general education classroom teacher shall not be required to perform medical, hygienic or other non-instructional procedures.

E. In the event that a child with an on-going or chronic communicable disease is allowed by policy or law to attend school, all teachers having contact with this student shall be notified in advance of the child's placement and/or return to school, to the extent such notification is permitted under law. The district shall provide training in hygienic practices and management to teachers coming into contact with students having such communicable diseases, if requested by such teachers. Once notified and trained, teachers shall comply with the district's policies to assure that such afflicted students are not discriminated against.

F. While the parties acknowledge the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual disabled student should participate in regular education programs and services must be appropriate to that student's unique needs as determined by an Individualized Educational Plan Team on an individual student basis.

## **ARTICLE 7**

### **TEACHING CONDITIONS**

A. The Board recognizes that appropriate textbooks, athletic equipment, and similar materials are the tools of the teacher profession. The Board agrees at all times to keep the school equipped and maintained within the finances available.

B. The Board agrees to provide:

- (1) A separate desk for each teacher in the district
- (2) Whiteboard space in every classroom.
- (3) Storage space for instructional materials.
- (4) Attendance books, paper, erasers, dry erase markers and other such materials required in daily teaching responsibilities.
- (5) Telephone facilities shall be made available to teachers for their reasonable use.
- (6) Off-street parking facilities shall be provided.
- (7) In the event that the needs of any student interfere with the educational process,

the parties agree to discuss appropriate actions to assist the teacher.

## **ARTICLE 8**

### **PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

A. All teachers employed by the Board for a regular teaching assignment must be properly certified and highly qualified (if applicable) as per the State of Michigan School Code. Teachers shall provide the Administration with the necessary credentials as required by the State for proper accreditation and certification.

B. The parties acknowledge the legal and professional obligation of the school district to comply with the mandated Federal and State laws and the regulations promulgated there under.

C. All probationary teachers shall be assigned a Mentor Teacher as prescribed under the guidelines of the Michigan Teacher Tenure Act. The Mentor Teacher is to be a resource person for assistance, clarification, acclimation, support, and assistance for the new teacher. Participation as a Mentor Teacher shall be voluntary. Probationary teachers shall be assigned to one Mentor Teacher for one year, subject to review at the end of the semester. The appointment may be renewed in succeeding years. Neither teacher shall be required to participate in any matter related to the grievance of each other. Mentor Teachers shall be compensated \$200 per year.

D. The Board recognizes that it is desirable to develop a master schedule as soon as possible for the upcoming school year.

## **ARTICLE 9**

### **VACANCIES, PROMOTIONS, AND TRANSFERS**

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for a transfer to a different class or position, shall be made in writing on forms furnished by the Board, of which one copy shall be filed with the superintendent. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualification.

B. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent, in his/her reasonable judgment so determines, such a vacancy may be filled from outside the district.

C. Any teacher who shall be transferred to an administrative or executive position for one year or less and shall later return to a teacher status, shall be entitled to retain such rights as he or she may have had under this agreement prior to such transfer to supervisory or executive status. Any teacher who transfers to an administrative or executive position for more than one year shall retain but not accrue rights under this master agreement. Such teacher shall only return if there is a vacancy or in compliance with the tenure act. Any teacher maintaining teaching duties as part of his/her daily schedule shall retain and accrue rights under this master agreement.

D. No teacher shall discontinue his/her services with the board except by mutual consent, without giving a written notice to the Superintendent at least 60 days before September first of the



ensuing school year. Any teacher discontinuing his/her services in any other manner than as provided in this section shall forfeit his/her rights to continuing tenure previously acquired under employment with the board per section 38.111 of the Michigan Compiled Laws (Teachers' Tenure Act). In addition, the Board and each teacher shall contribute \$500 per year until the amount reaches \$2000. This amount shall be held by the District in escrow and shall only be paid out to the teacher as severance when the teacher discontinues service with the District within the manner described in this section. Any teacher discontinuing his/her services in any other manner than provided in this section shall forfeit his/her rights to any and all severance accrued under this section.

## **ARTICLE 10**

### **ILLNESS OR DISABILITY**

A. At the beginning of each school year, each teacher shall be credited with a twelve (12) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year, up to a total of 140 days.

The Board shall furnish a written notice of sick leave credit at the beginning of each school year. The rate at which the accumulated sick days are to be computed shall be determined by dividing the current year's annual salary by the number of teacher contracted days in the annual school calendar.

Teachers who accrue over 140 days of sick leave will be paid at \$50 per day over the 140 days for their unused yearly sick leave days at the end of the fiscal year the limit day total was reached, and each year thereafter as long as the above listed limit day total is maintained.

B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year subject to renewal at the discretion of the Board. Requests for extension must be submitted in writing by April 1. Any teacher requesting additional time off for child care must comply with Article 13.

C. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. The Board shall pay the teacher the difference between his salary and benefits received under the Michigan Worker's Compensation Act, for the duration of such absence.

D. In the event of absence of a teacher for illness in excess of three (3) consecutive working days (or if the Board has evidence of repeated abuse), the Board may, at its expense, require an independent examination by a physician appointed by the Board. The Board will notify the teacher of any evidence of abuse prior to requiring the independent examination.

E. Upon the recommendation of the superintendent, the Board may, at the Board's expense, require a teacher to submit to an examination by appropriate specialists to determine whether involuntary sick leave is warranted.

F. Up to three (3) days bereavement days will be granted for the death of a person in the immediate family. (The immediate family may include father, mother, spouse, children, mother-in-law, father-in-law, grandparents, brothers, sisters, brother-in-law, sister-in-law or grandchildren.) Additional

days may be granted by the Administration and will be charged to the teacher's accumulated sick leave.

G. Three (3) days, or six one-half days, a year may be used for personal business. If personal business days are not used by the teacher during the school year, the teacher will have the choice at the end of the year to convert business days to sick days, or accumulate them as personal business days up to a maximum of five (5) days. A teacher may use more than three consecutive days, dependent on availability of a substitute. Any exceptions will be considered by the Administration. Persons who have accrued more than 5 days of personal leave time before the effective date of this agreement will not lose those days.

H. Personal business means an activity that requires the teacher's presence during the school day, and is of such nature that it cannot be attended to at a time when schools are not in session. An application for personal business leave must be submitted in writing at least one week in advance (except in the event of an emergency when a shorter notice may be acceptable).

I. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last two weeks of the school year. Any exceptions will be considered by the Administration.

J. In the event of a catastrophic or long-term illness, teachers shall have the right to donate sick leave hours to another employee (employee and their immediate family which may include father, mother, mother-in-law, father-in-law, grandparents, spouse, biological, step and foster children, brother, or sister)

## **ARTICLE 11 PROFESSIONAL LEAVES**

A. Seniority shall be defined as the teacher's first working day of the current term of employment in the school district (except that seniority shall not accumulate if so specified elsewhere in the contract). One-day seniority shall be awarded for each day worked including paid leave. Any person working less than a full six-hour day shall have the time pro-rated based on actual time worked (a person working one half day per day for a year can earn ninety (90) days seniority for the year). This provision is independent from the salary schedule levels.

B. A teacher who is a plaintiff or defendant, not related to teaching services, before any judicial or administrative tribunal, shall not be compensated, unless personal days are used, for the time missed from normal teaching duties. A teacher's personal business days may be used for such an absence.

C. Teachers shall be granted a minimum one half day of in-service training with the Administration approving the resource person.

## **ARTICLE 12 CONDITIONS FOR EXTENDED LEAVE**

- A. The following conditions shall apply to extended leaves of absence:
- (1) Requests for leaves shall be in writing.
  - (2) Eligibility shall be based on a minimum of two (2) years of continuous service and having tenure in the district.

- (3) All extended leaves shall be limited to one year; further extensions shall be at the will of the Board.
- (4) Salary increments shall not accrue.
- (5) Fringe benefits shall not be received or accrue during leave.
- (6) Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated.
- (7) Written notice of intention to either return or resign shall be given the superintendent of schools by April 1 of the year in which the leave expires.
- (8) Reemployment during the school year shall be at the discretion of the Board, and reemployment for the beginning of a new school year shall depend upon an opening on the staff for which the teacher is qualified.

B. A leave of absence shall be granted up to one period of enlistment to teachers who are inducted into any branch of the armed forces of the United States. Reinstatement on completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.

C. A teacher shall be granted a child care leave by the Board of Education after the end of the teacher's sick leave, which leave was taken due to a pregnancy. If a teacher wishes a child care leave, the teacher should give notification to the Board of Education three (3) months prior to the scheduled due date for the child. A teacher on child care leave shall not be entitled to any salary or fringe benefits and the teacher shall be assigned to the same step in the salary schedule upon return to teaching. The teacher, upon return, shall be assigned to the same or an equivalent teaching position, if such a position exists. The maximum twelve (12) week leave includes time spent on an FMLA child care leave. Upon receipt of written verification from a licensed medical physician stating a need for the teacher to refrain from returning to work due to complications or other extenuating circumstances which would reasonably prevent the teacher from returning to work, and after the teacher has exhausted all of his/her accumulated sick time and the leave described above, additional leave time of up to 90 days or until the teacher is cleared to return to work by a physician (whichever is shorter) shall be granted. Once the teacher has exhausted all accumulated sick leave and FMLA leave, the District shall maintain insurance benefits for the teacher for the duration of the extended leave with the premium cost to be split equally between the District and the teacher.

## **ARTICLE 13**

### **TEACHER PERFORMANCE/PERSONNEL FILE**

A. Each teacher shall have the right under supervision of the superintendent or designee, to review the contents of his/her own personnel file upon request. Alternatively, a complete copy of a teacher's own personnel file will be provided upon written request from the teacher. A representative of the Association may, at the teacher's request, accompany the teacher to this review. Each teacher's personnel file shall contain the following minimum items of information:

- 1) Required medical information.
- 2) All teacher evaluation reports.
- 3) Copies of annual contracts.

- 4) Teacher certification.
- 5) A transcript of academic records.
- 6) Tenure information.
- 7) All criticism which had been brought to the attention of the teacher. No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of the file

#### **ARTICLE 14 PROFESSIONAL BEHAVIOR**

A. Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this agreement. Further, during the term of this agreement neither the teacher organization nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the teacher's duties of employment) for any cause or purpose whatsoever. A violation of this clause may be subject to court action.

#### **ARTICLE 15 PROFESSIONAL IMPROVEMENT**

A. The Board supports the principle of continuing training of teachers. In order to qualify for professional improvement, teachers must be enrolled at an accredited university or college. They may convert fifty (50%) percent of their accumulated sick leave allowance to pay for tuition, fees and books, upon successful completion of such a course. The reimbursement will be capped at six (6) credits per teacher every five (5) years. A request for such payment must be turned in to the Board with the grade earned, within a month of the completion of the course. Courses outside the area of certification must be approved by the superintendent. Reimbursement for courses taken will not be subject to regular payroll deductions unless required by ORS or Michigan Law.

B. Any bargaining unit member employed prior to the requirements for additional endorsement required by the Department of Education shall receive full reimbursement from the Employer for tuition, books, and transportation upon successful completion of each course applicable to the endorsement. This does not apply to the continuing credits, which must be earned for continuing certification under the new certification law. The location of the institute where the courses are to be taken must be approved by the Superintendent if taken out of state. The teacher using this method of professional improvement must serve a minimum of five (5) years in the district in the subject area for which the endorsement was earned or must reimburse the district the full amount paid him/her. The provision is null and void upon the teacher's layoff, involuntary transfer, or retirement.

C. Any bargaining member's lateral move on the salary schedule due to increased approved professional credit hours shall occur the following semester.

## ARTICLE 16

### REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

A. Seniority shall be defined as the teacher's first working day of the current term of employment in the school district (except that seniority shall not accumulate if so specified elsewhere in the contract). One-day seniority shall be awarded for each day worked including paid leave. Any person working less than a full six-hour day shall have the time pro-rated based on actual time worked (a person working one half day per day for a year can earn ninety (90) days seniority for the year). This provision is independent from the salary schedule levels.

(1) A teacher shall lose his/her seniority only if he/she resigns, retires, is discharged by the Board, providing said discharge is not overturned by the Tenure Commission or through the courts or by the grievance procedure if a grievance is permitted elsewhere herein.

## ARTICLE 17

### SCHOOL CALENDAR

A. The school holidays and start and ending times shall be established by the Board and representatives from the professional staff with input from the support personnel. Those times must provide for additional hours mandated by the Michigan Department of Education's Instructional Time Requirements.

There shall be no deviation from, or change in, the calendar except for an emergency. Notification of any change shall be given to the teachers in writing. The beginning and the end of the school year shall be determined by the Board.

B. The school year shall consist of no less than 180 days and shall include the number of instructional hours necessary to allow the District to qualify for full state aid. The minimum number of school days shall be consistent with Michigan law and policy of the MDE. There shall be one half (1/2) day for teacher record keeping and one half (1/2) day for professional development at the end of the first semester and one-half (1/2) day at the completion of the student calendar for record keeping and finalization of work duties. Students will be present on the first day and the last day of school for a minimum one-half day or as many hours as needed to be counted as a day by the State of Michigan. Students will be dismissed early and each parent/teacher conference will be five (5) hours in length. In the event that scheduled day/hours are cancelled and need to be made up to qualify for full state aid, the makeup time shall be scheduled at the conclusion of the school year or at an otherwise mutually agreeable

C. The District shall comply with MCLA 388.1701 (3) and (4) of the School Aid Act as amended by PA 239 of 1984, commonly called the "Snow Day Provision," however, the rescheduling of such days shall not entitle employees to additional compensation. In the event the law changes, the district shall return to the practice in effect prior to the passage of the above law in which teachers were not required to attend, or make up days due to cancellations of school due to causes beyond the control of the district.

D. The parties agree to negotiate the school calendar on or about May 15 of each year of the contract.

## ARTICLE 18

### PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this agreement are set forth in Appendix A which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the designated period. All new teachers may be given credit on the salary schedule (Appendix A) for prior teaching experience and placed on a level equivalent to levels of similarly experienced teachers working within the District.

B. If a teacher substitutes for another teacher during his/her preparation time, the teacher is to notify the administrative assistant of payroll and a record of such times will be kept. The time so accumulated will be paid time to the teacher based on twenty-five dollars (\$25) per period. All substitution time must be submitted via timesheet to the administrative assistant of payroll. . Time sheets shall be submitted by the end of the pay period in which the time is earned for reimbursement.

C. Part-time employees required to attend in-services or conferences which extend their normal time of daily work, will be paid on a prorated basis for that time, not to exceed the amount the employee would have received per day if he/she had been a full-time employee, regardless if the conference/in-service runs beyond the regular school day. PTO or a similar organization, parent-teacher conferences, class activities, honors night, and similar functions are excluded from this provision.

D. Teachers required in the course of their regular working day to drive personal automobiles from one school building to another shall receive a car allowance at the current IRS rate. The same allowance shall be given for use of personal cars for field trips or other business of the district. The school car shall be used if available. Written reports shall be submitted for all field trips and educational conferences before any reimbursement of expenses.

E. In the recognition of service to the school district, a lump sum based on the following formula shall be paid to a teacher with at least 15 years of service to the school district at retirement as unearned terminal leave pay (UTLP). In order to qualify for unearned terminal leave pay under this section, teachers shall inform the Board in writing of their intent to retire at least 90 calendar days prior to his/her effective retirement date.

At least 15 years of service – a maximum of **140** accumulated sick days at \$40 a day.

At least 20 years of service – a maximum of **150** accumulated sick days at \$50 a day.

F. The Board agrees to provide insurance benefits to bargaining unit members (including those who opt for Plan B) as follows:

#### **2021-2023 - Hard Cap on medical insurance paid by the School District.**

The Employer will pay 100% of Plan B and all non-medical insurance benefits.

Medical Coverage: The employer shall provide medical coverage for a full twelve (12) month period for each year of this Agreement for the bargaining unit member and his/her eligible dependents as defined by MESSA, including sponsored dependents.

#### Medical Insurance:

The specific MESSA medical plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UP APA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation on the following January 1. Should the

district no longer participate in the UP APA, or if the UP APA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life, and long term disability benefits are still subject to this collective bargaining and are listed elsewhere in this contract.

OR:

**Plan B:** Bargaining unit members not electing health insurance shall include the following:

\$40,000 AD&D Life Insurance

100/90/90 Delta Dental Plan - \$2,000 max per year/per person

Vision VSP 3 Plus 250 CL

Orthodontics - The Board will pay Orthodontic coverage up to a maximum of ~~\$1500~~-\$2200 per year for two years per individual. Individuals who have already benefited from the previous coverage amount are not eligible, either in part or in whole, for the increase benefit amount.

LTD - The Board will pay Group Long Term Disability. 66 2/3% of Max Eligible Salary - \$5,000.00 - 90 Calendar Days - Modified Fill Elimination period - COLA: No-Alcohol/Drug: Same as Illness - Mental/Nervous: Same as Illness - 5% Minimum Payment - Pre-existing Limits Waived - Family Social Security Offset - No Survivor Income - Freeze on Offsets - No Educational Supplement - 2 Year Own Occupation.

RX Saver Prescription Card - Board paid reimbursement on any prescription over \$20.00 (per prescription).

Cash Option: Those employees qualifying for Plan A under this master agreement who choose not to take the package shall be eligible to take \$5,000 per year in insurance options and/or cash in accordance with the IRS tax code plus Plan B.

Premium & Deductible: The Board shall make payments of insurance premiums for each member of the bargaining unit while employed by the district for a full twelve (12) month coverage commencing September 1 and extending to August 31. Premium on behalf of each member of the bargaining unit shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

G. All insurance premiums for part-time employees will be prorated by the actual hours and/or days worked. Each person covered under this proposal will further sign a statement attesting to the fact that there is no double coverage on health and medical insurance.

H. Changes in family status shall be reported by the employee to the office within thirty (30) days of such change. The employee shall be responsible for repayment of any overpayment of premium made by the Board in his/her behalf for failure to comply with the section.

I. The Board of Education will place a non-experienced teacher on the Level 1.

## ARTICLE 19

### SPECIAL TEACHING ASSIGNMENTS

A. Assignments for adult education, driver education, extra duties enumerated in Appendix B, and summer programs will be made by the Administration. Any assignment in addition to the normal teaching schedule shall not be obligatory, but shall be with the consent of the teacher. Teachers who are instructing a staff in-service or conference that requires work beyond the regularly scheduled day, will be paid \$15.00 per hour.

B. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a method to be used to obtain a sub. Teachers must utilize the method prior to 6:00 a.m. on

the day of the absence to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher, if possible. Appointments, including but not limited to non-emergency medical appointments, shall be scheduled with sub availability and the school calendar in mind.

## **ARTICLE 20**

### **STUDENT DISCIPLINE AND TEACHER PROTECTION**

A. The Board recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom.

B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect him/herself from attack, or to prevent injury to another student. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or disruptive effect of the violation make the continuing presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligation will allow, full particulars of the incident in writing. Any case of assault upon a teacher, which had its inception in a school centered problem, shall be reported immediately in writing to the superintendent or his/her designated representative. In the event of such an assault, the teacher involved may request assistance of the Board in such matters. These requests shall be made in writing to the superintendent. If any teacher is complained against, or sued, by reason of disciplinary action in accordance with Board policy taken against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense. No corporal punishment of any type is permitted.

C. Time lost by a teacher in connection with any incident mentioned in this article, not compensable under the Worker's Compensation Laws, shall not be charged against the teacher unless he/she is adjudged guilty by a court of competent jurisdiction.

## **ARTICLE 21**

### **PROFESSIONAL GRIEVANCE PROCEDURE**

A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this contract may be processed as a grievance hereinafter provided. It shall be recognized that a grievance is a complaint alleging a violation of a specific article, or a section of this agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

- (1) The termination of services or failure to re-employ any probationary teacher.
- (2) The termination of services, or failure to re-employ, any teacher to a position of the extra-curricular schedule.
- (3) Any matter for which there is recourse under the Michigan Tenure Act, provided that statutory timelines of the tenure act are met.



B. It shall be the general practice of all parties in interest to process grievance procedures during the time when and which do not interfere with the assigned duties, provided, however, in the event it is agreed by the Board to hold the proceedings during regular working hours a teacher participating in any level of grievance procedure, with a representative Board, shall be released from assigned duties without loss of salary.

C. A teacher, at any time, may present the grievance at any level and have the grievance adjusted without intervention of the Association, provided, however, that said adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to be present at such adjustment.

Step One: Within five (5) school days of the occurrence of an alleged grievance, the teacher shall submit on the form attached to this agreement as Appendix C, a written grievance to the building principal (Superintendent if the school does not employ a separate principal and superintendent). If a grievance is not submitted within five (5) school days, then the grievance shall be considered waived. Within (5) school days following the receipt of the written grievance, the building principal shall meet with the teacher in an effort to resolve the grievance. Within five (5) school days following said meeting, the building principal shall submit a written answer to the teacher.

Step Two: This step only applies if the school employs a separate principal and superintendent. If the teacher is not satisfied with the written answer of the building principal, within five (5) school days following receipt of said answer, the grievance shall be submitted to the superintendent. Within seven (7) school days following receipt of the written grievance, the superintendent shall meet with the teacher in an effort to resolve the grievance. Within five (5) school days following said meeting, the superintendent shall submit a written answer to the teacher.

*After step two of the grievance process, either side may request non-binding mediation from the Michigan Employment Relations Commission.*

Step Three: If the teacher is not satisfied with the written answer of the superintendent, within (5) school days following receipt of said answer, either party may request non-binding mediation through the Michigan Employment Relations Commission (MERC). It is understood that grievance timelines will be placed in abeyance from the time a grievance is referred for mediation until the conclusion of mediation. In the event that mediation is unsuccessful in resolving the issue or in the event that both parties mutually agree to forego mediation, the grievance shall be submitted to the secretary of the Board or its designee. The Board at its next regular meeting, or within four (4) weeks, whichever occurs first, shall meet with the teacher or local Association in an effort to resolve the grievance.

Step Four: If the local Association is not satisfied with the written answer of the Board, within seven (7) school days following receipt of said answer, the grievance may be submitted to the American Arbitration Association in accord with its rules.

Section D: The Board and the teacher, or his/her designated representative, shall not be permitted to assert in such arbitration proceedings on any ground or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add or subtract from the terms of this agreement. The arbitrator's decision shall be final and binding upon the Association, the Employer and employees in the bargaining unit; provided, however, that each party may have its legal remedies if

the arbitrator exceeds the jurisdiction provided in this agreement. The fees and expenses of the arbitrator shall be equally shared by the parties involved. The arbitrator shall hold meetings promptly and issue his/her decision not later than thirty (30) days from the day of the close of the hearings unless mutually extended by the parties.

Section E: The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event that a grievance is filed after May 15 of the current school year, and strict adherence to the time limits may result in hardship to any party, the Board may use its best efforts to process such grievance prior to the end of the school term, or as soon as possible. Notwithstanding the expiration of this agreement, any claim or grievance arising during this agreement may be processed through the grievance procedure until resolution.

## **ARTICLE 22 EXTRA CURRICULAR**

A. Any and all positions regarding extracurricular activities, including but not limited to coaching positions and other non-tenure assignments, shall not be part of this contract and shall be non-tenured assignments. A coach and anyone holding an extra-curricular assignment shall have no expectancy of serving in that position from one year to the next. All coaching and extra-curricular assignments shall be declared vacant annually and within forty-five (45) days after the end of the coaching season, or the conclusion of the extra-curricular assignment, the coach or person holding said assignment, shall be notified as to the reappointment for the ensuing season or assignment. The Board's determination not to appoint or reappoint any individual to a coaching or other extra-curricular assignment shall not be subject to the grievance procedure. The job shall be posted according to the rules of the school district.

B. Compensation for extra-curricular will be as follows: Non-bargaining unit members shall be considered as entering a contracted service agreement with Big Bay de Noc School District. The school district will pay these individuals the contract amount listed on Schedule B, per Master Agreement, upon approval by the Superintendent. Contracted individuals shall be responsible for any and all tax liability incurred.

Bargaining unit members are employees of the district, and therefore will receive remuneration through payroll (as extra pay) at the approval of the Superintendent. Designated teaching time shall not be used to complete extra-curricular assignments. In the event designated teaching time is used to complete extra-curricular assignments, the compensation shall be pro-rated in order to avoid a dual payment.

## **ARTICLE 23 CONFERENCE COMMITTEE**

A special conference committee shall meet at least once a semester, and if necessary more, to discuss relevant matters dealing with the school and to provide open communications for the teachers, administration, and the Board of Education. The agenda for the conference committee meeting will be set jointly by the superintendent and the union president. The special conference committee shall be made up of the following representatives: three teachers (a K-4 teacher, a 5-8 teacher, and a 9-12

teacher) two Board members, and the Principal, the Superintendent, and the Dean of Students. This committee shall be advisory only and shall not make any policy regarding the operation of the school system nor serve as a forum for complaint against other personnel.

#### **ARTICLE 24**

##### **ALCOHOLISM AND DRUG ABUSE**

A. The Association and the Board jointly recognize that alcoholism is an illness. The Association and Board also recognize that in certain circumstances drug abuse could constitute an illness.

B. The Board agrees that any bargaining unit member with an alcohol or drug abuse problem who requests diagnosis or treatment will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner. The employee must participate in an approved program. This provision will not be used more than once per member.

#### **ARTICLE 25**

##### **NEGOTIATION PROCEDURES**

A. Release time shall be provided the Association's negotiation committee to permit the parties to alternately meet both during and after school hours, if requested by the School Board's negotiation team.

B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

C. There shall be three (3) signed copies of the final agreement for the purpose of record, one retained by the Board, one by the Association, and one by the Superintendent. The cost of printing the contract is to be shared equally between the Association and the Board.

D. This agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiating. During the term of this agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

#### **ARTICLE 26**

##### **SCHOOL IMPROVEMENT**

A. School improvement is a joint planning and problem-solving process that seeks to improve the quality of life in the school and the delivery of quality education. The Board and the Association agree that employee participation in decision making is a process for involving employees in decision making through joint planning and problem solving. The provisions which follow are agreed to for the purpose of establishing the expressed conditions which shall govern the school improvement plan in the school district.

1) No section of the school improvement plan shall be in conflict with or supersede the terms of the collective bargaining agreement between the parties.

2) The collective bargaining agreement shall not be modified either formally or informally in connection with the implementation of the school improvement plan except as mutually agreed upon in writing by the Board and the Association.

**APPENDIX C**

Grievance: Big Bay de Noc School District

**GRIEVANCE REPORT**

Distribution of Form:

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Name of Grievant: \_\_\_\_\_

Date Filed: \_\_\_\_\_

Building: \_\_\_\_\_

Assignment: \_\_\_\_\_

STEP ONE

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B.1. Sections of Contract \_\_\_\_\_  
\_\_\_\_\_

2. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Schedule "A" Salary

## Big Bay de Noc EA

Level	BA/BS	BS+35/ MA
1	38,000	39,100
2	38,500	39,600
3	39,000	40,100
4	39,500	40,600
5	40,000	41,100
6	40,500	41,600
7	41,000	42,100
8	41,500	42,600
9	42,000	43,100
10	43,100	44,200
11	44,400	45,500
12	45,700	46,800
13	47,100	48,200
14	48,500	49,600
15	50,000	51,100
16	51,600	52,700
17	53,200	54,300
18	54,800	55,900
19	56,400	57,500
20	58,000	59,100

Teachers on Levels 1-2 during school year 2020-21 remain on the same levels for school years 2021-22 and 2022-23. (Teacher A is on level 2 for school year 2020-21, Teacher A will be on level 2 for 2021-22 and level 2 for school year 2022-23)

Teachers on Level 2.5 and 3 for the 2020-21 school year will be on level 3 for 2021-22 and move up to level 4 in 2022-23.

Teachers on levels 7 and above during school year 2020-21 will advance one level in 2021-22 and one level in 2022-23. (Teacher B is on level 8 during school year 2020-21. Teacher B will be on Level 9 in 2021-22 and Level 10 in 2022-23)

*These teachers will receive an off-schedule payment of \$200 each year for 2021-22 and 2022-23.*

*Teachers currently on a half-level will be rounded up to the next whole level.*

Teachers serving over 20 years in the district will receive an additional longevity payment of \$500 per year for each year above 20. (During the teacher's 23<sup>rd</sup> year in the district, the teacher will have \$1500 added to their salary level. At the start of year 28 in the district, the teacher will have \$4000 added to their salary level.)

For subsequent years if the attached or similar salary schedule remains within the agreement. teachers move forward a level on the salary schedule only following years when the District realizes greater than a 1.5% annual increase in tax revenue as reported annually on the L-4028.

## EXTRA-CURRICULAR SCHEDULE B

The employee percentage applies to only Salary Schedule listed below. The step at which the percent is determined is by the years of coaching experience he/she has at that sport, at that level. Coaches new to the district will be given credit for up to five years of coaching experience he/she has at that sport, at that level earned outside of the District.

### SPORT

SPORT	ASSOCIATION MEMBER
Varsity Basketball	12 %
Junior Varsity Basketball	8 %
8 <sup>th</sup> Grade Basketball	4 %
7 <sup>th</sup> Grade Basketball	4 %
High School Track	6 %
Junior High Track	3 %
Golf	4 %
Soccer	9 %
Cross Country	2 %
Varsity Volleyball	9 %
Junior Varsity Volleyball	6 %

### GAMES MANAGER

5th-6th Grade Basketball	\$30
Junior High Basketball	\$40
High School Basketball	\$50
High School Soccer	\$40
Volleyball	\$40

### ADVISORS

High School Cheerleading Advisor	\$500
Junior High Cheerleading Advisor	\$250
Junior Class	\$400
Drama	\$600
National Honor Society	\$250
Yearbook	\$800
Student Forum	\$250
Youth in Government	\$300
Engineering Olympics	\$200
Engineering Olympics Mandatory Chaperone	\$100
Robotics	\$400
High School Quiz Bowl	\$150*
*Additional \$100 if team advances past first round	
Science Olympiad	\$400
Science/Interest Fair Coordinator	\$100
Title I Coordinator	\$3,000
School Improvement Chair	\$3,000
PTO President	\$200
School Newsletter	\$200
Homeless Liaison	\$ 500

### SUPERVISOR

Lunch	\$ 20 per hour
Detention	\$ 20 per hour

\*When scheduled and approved by administration

If there are separate coaches for boys' and girls' high school track, then each coach's salary is set at 4%.

If there are separate coaches for boys' and girls' golf, then each coach's salary is set at 3%.

If the same person coaches both the JV team and the varsity team in the same season, he/she shall be half of the junior varsity rate in addition to the varsity rate. If there is only one middle school basketball team, the coach will be paid at the eighth grade basketball rate.

If the board approves two separate people to coach the same team, the salary will be split between the coaches. Absent of board approval for two separate people to coach the same team, the board shall pay the approved coach and division, if any, of that payment shall be the responsibility of the approved coach.

\* On July 1, 2021 current coaches will receive up to two years of experience for years (2017-18 (0.5), 2018-19 (0.5), and 2019-20 (1)) when full years of experience were not granted.


Year	Salary
1	34,000
2	34,500
3	35,000
4	36,100
5	37,200
6	38,300
7	39,500
8	40,600
9	41,800
10	43,100
11	44,400
12	45,700
13	47,100
14	48,500
15	50,000
16	51,500
17	53,000
18	54,600
19	55,100
20	55,600
21	56,100


# SIGNATURE PAGE


**BIG BAY DE NOC  
EDUCATION ASSOCIATION**

**BIG BAY DE NOC  
BOARD OF EDUCATION**

By:   
President

By:   
President

By:   
Secretary/Treasurer

By:   
Secretary

Date: 3/16/21

Date: 3-17-2021

**MEA/UPEA**

By:   
Chairperson

Date: 4/5/2021