

**Bark River-Harris Public School Contract**

between the

**Bark River-Harris Education Association/**

**Upper Peninsula Education Association/**

**Michigan Education Association**

and the

**Bark River-Harris Board of Education**

**2012-2013**

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BARK RIVER-HARRIS EDUCATIONAL ASSOCIATION  
UPPER PENINSULA EDUCATION ASSOCIATION  
MICHIGAN EDUCATION ASSOCIATION  
BARK RIVER-HARRIS SCHOOL BOARD CONTRACT AGREEMENT

This agreement entered into this 9th day of January, 2013, by and between the Board of Education of the District of Bark River-Harris, Michigan, hereafter called the "Board" and Bark River-Harris Education Association, the Upper Peninsula Education Association, and the Michigan Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Bark River-Harris District is their mutual aim and that the character of such education is related to the quality and morals of the teaching service, and WHEREAS the members of the teaching profession are qualified to help in formulating policies and programs designed to improve educational standards and WHEREAS the Board has a statutory obligation, pursuant to ACT 379, of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel as herein defined with respect to hours, wages, terms, and conditions of employment and WHEREAS the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize, in consideration of the following mutual covenants, it is hereby agreed as follows.

Article I  
Recognition and Definition

A. The Board hereby recognizes the Bark River- Harris Education Association as the local bargaining unit, and the Upper Peninsula Education Association, and the Michigan Education Association as the exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. The bargaining unit shall consist of:

All regularly scheduled full-time and part-time certificated teaching personnel under probationary contract or continuing tenure, including counselors, speech therapists who are certificated teachers, Coordinators and coaches who are also employed by the District as certificated teachers; but excluding the Superintendent, Business Manager, Principals, Assistant Principals, Assistant Superintendents, custodial and maintenance employees, mechanics, food service employees, bus drivers, secretaries, clerical employees, all aides certificated or otherwise, substitutes, and all other employees including supervisors.

The terms "employee" or "teacher" when used in this Agreement refer to all employees in the above described bargaining unit unless the context requires otherwise. The use of masculine pronouns refers to both males and females.

B. Teachers currently teaching in the Bark River-Harris School District will be given preference in hiring for all open athletic and extra curricular duties provided their credentials are equivalent as determined by the Board. Coaches and athletic directors who are not employed as teachers at Bark River-Harris are not covered by this contract. The Association will not be held legally liable for failure to represent the aforementioned in claims of representation, discrimination, or any liability.

C. The CERTIFICATION as used herein shall mean a teacher who is presently holding a valid certificate issued by the State Board of Education under requirements of Act 202 of Public Acts 1903 as amended.

D. The term REGULARLY EMPLOYED CLASSROOM TEACHERS as used herein shall include all those teachers regularly employed throughout the school year, and specifically excluding from the bargaining unit the supervisory staff consisting of the superintendent, high school, and elementary principals who are predominantly employed in a supervisory capacity.

E. The term TEACHER shall refer to all teaching employees represented by the Association as herein defined and masculine gender shall include feminine.

F. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws. The rights granted to teachers in this master contract shall be deemed to be in addition to those legally provided elsewhere. If any provision of this agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

Article II  
Management Rights

The Employer, on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, 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:

A. To the executive management and administration control of the school system and its properties and facilities.

B. To hire all employees subject to the provision of the Michigan School Code and Tenure laws.

C. The written policies of the Master Contract which apply to wages, hours, and working conditions shall remain in effect, except the Board reserves the right to promulgate new policies, retain or modify existing policies from time to time as the need arises, but not in conflict with provisions of this contract. If any provision of this agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

D. The Bark River-Harris Public School District is a General Powers School District in accordance with Public Act 289 of 1995, Public Act 451 of 1976, MCL 380.11a.

Article III  
Teachers' Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other related activities for mutual aid and protection as a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reasons of his membership in the Association or collective professional negotiations with the Board, or his/her institution of any grievance or complaint pursuant to this agreement.

B. The Board specifically recognizes the rights of its teacher employees appropriately to invoke the assistance of the Michigan Employment Relation Commission and the Board will not discriminate against a teacher who files a grievance.

C. The Association and its members shall have the right to use school building facilities at reasonable hours for meetings, provided no class disruptions shall occur. No meetings of the UPEA or MEA shall be held on school property without prior approval of the Board or its designee. Local Association meetings that are held on school property prior to school beginning, must be ended no later than ten (10) minutes before class begins. Meetings held at the end of the school day, can not begin before the end of the work day. No teacher shall be prevented from wearing normal insignia, pins or other identification of membership in the Association on school premises. A bulletin board will be made available to the Association and its members in each school. Association meetings held at the request of the Board may be held during the school day.

D. The teachers shall have the right to use school equipment, including typewriters, mimeographing machines, computers, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Board will not charge the Association for electricity used by the Association's pop machine, microwave machines, or other such devices, or for nominal supplies that are intended for BRHEA members. The Association may not remove any equipment from the school without the approval of the superintendent or principal.

E. Business agents of the MEA shall be permitted to visit any teacher on, in, or about school owned property provided no disruptions of classes shall occur. The MEA Business Agent must first notify the superintendent's office that he/she is on the premises during school hours. When possible, such visits shall take place before or after the school day.

F. The Board agrees to furnish to the Association upon request all available information in the form that is available, concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements, agendas and minutes of all board meetings, and treasurer's report. The school agrees to furnish the Association with such public information which may be available concerning the financial resources of the district,



tentative budgetary requirements and allocations, and such information which may be necessary to assist the Association to bargain collectively with the school with respect to wages, hours, and to the terms and conditions of employment. The Association agrees that request for such information will be made in writing through its president or someone designated by him/her, and that requests will be made sufficiently in advance of their need so that the school may assemble the information. Original records may be examined only at the offices of the school.

G. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher as long as such activities are not taking place in the classroom during school hours or on school premises, during school functions or events, that are inconsistent with Board Policy and Federal and State laws and guidelines regarding religious and political activities in these instances. However, the private and personal life of the teacher is not within the appropriate concern or attention of the Board.

H. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

I. Consistent with the Code of Ethics of the Education profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.

J. The Board shall place on the agenda of each regular board meeting as an item for consideration under new business any matters brought to its consideration by the Association. Any item that is to be brought to the Board by the Association shall be brought to the Superintendent's attention prior to the meeting.

K. Each teacher shall have the right, upon request, to review in the main office the contents of his/her own personal file as pertains to his/her work in the school district. A representative of the Association may be requested to accompany the teacher in such review.

#### Article IV

##### Association Dues or Fees and Payroll Deduction

A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments, and contributions in the Association which shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and By-Laws. Pursuant to such authorization the Board shall deduct one-twentieth of such dues, assessments, and contributions from each regular salary check of the teacher beginning in September and ending in August of each year. Any teacher who shall not perform services for any entire month of the school year shall have their dues reduced by one-twelfth of the yearly dues for each entire month they did not work, except where the failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided for in this contract.

B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

C. Each bargaining unit member shall, as a condition of employment, (1) 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 (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction 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. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

D. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

## Article V

### Teaching Hours and Class Load

A. The normal work day of teachers shall be from 8:00 A.M. to 3:07 P.M. All teachers shall be in their assigned areas by 8:20 A.M. unless detained by official business. The hours stated above may be decreased by the approval of the administration. On days preceding holiday or vacations, the teacher's day shall end at the close of the pupil's day when supervision can be arranged until all children leave the building. In the event that the State should adjust the number of contact hours downward, the schedule will reflect the change.

B. The normal weekly teaching load in the junior and senior high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. In the event of having a seven period day, this section of Article V will be negotiated. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by change in subject assignment in the secondary school grades will be notified and consulted by their principals immediately upon such action becoming apparent.

D. Each teacher shall have a minimum of a thirty (30) minute duty free lunch period each day.

E. Elementary teachers shall be provided with no less than two one-half hour blocks of preparation time each day.

F. Teachers shall not be assigned lunchroom, playground, or hall duty. However, teachers of grades K-3 shall walk students to their bus after the school day. The Board will pay for a person to be on after school bus duty. Provided someone can be found, bus duty will not be required of teachers. The amount to be spent on after school bus duty shall be \$15.00 per day.

G. Any vacancies (Definition of Vacancy: A position newly created by the Board that is covered by this Agreement or a position shall be declared vacant when the District after making all assignments needed to fill the academic need of the District with incumbent teachers who are certified and qualified for the assignments and who are able to perform the work at the start of the assignment, and there are still more assignments open than teachers to do the work.) in teaching positions shall be made known to the staff of the district a period of seven calendar days during the school year before advertised. However, if the District request for an external posting before the five (5) or (10) day posting time has finished, to the President of the Association Bargaining Unit and the request is granted the external posting may start immediately. If the vacancy occurs during the summer, the district shall mail such openings to teachers who request being placed on the vacancy

notification list. The Association President will be notified and the current staff will be given ten (10) calendar days to apply before the vacancy is advertised. Any administrative vacancy shall be made known to the staff of the district a period of seven (7) calendar days during the school year before advertised. If the vacancy occurs during the summer, the district shall mail such openings to teachers who request being placed on the vacancy notification list. The Association President will be notified and the current staff will be given ten (10) calendar days to apply before the vacancy is advertised. The Board and the Association agrees that the definition of Certified and Qualified is that the employee will be in compliance with the present State and Federal Laws in regard to Certification and Qualifications as specified and that this definition applies to all Articles in this Agreement.

H. Teachers of music, art, and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors, and special education teachers, shall be provided with released and preparation time to the same extent as other teachers in the district.

I. The academic school calendar year shall not exceed 180 session days/1098 hours per year, with the schools being closed on all holidays legally authorized by the Michigan School Code.

J. The superintendent may dismiss the schools when, in his/her discretion, weather, health, or building conditions warrant such action. Teachers will also be dismissed under such conditions, without loss of pay.

K. If State law requires "snow days" to be made up, the following will be adhered to:

1. All days that must be made up will be determined by the superintendent or his/her representative. If half days can legally be counted as full attendance days, this will be done. Once the days to be made up are determined, the superintendent and the Bark River-Harris Education Association President will determine when the days will be made up. If no agreement is reached, the make up days will be added to the end of the school year.

2. If school is canceled after 8:15 A.M. and the day cannot be counted as a full or part attendance day, teachers will receive their hourly rate for all time that cannot be counted for State school attendance.

L. If a teacher shall teach more than the normal teaching load as set forth in this Article, or if a teacher is required to give up their prep time for any purpose in excess of three per year, he/she will receive comp time on an hour per hour basis for all teaching hours. At the discretion of the administration, the teacher may receive comp time instead of money. Comp time shall be hour for hour. This section will apply in the elementary school when regularly scheduled music, art, physical education, etc., teachers are absent and the classroom teacher covers for the absent teacher. If the gym is not available, the gym teacher will be responsible for teaching the class in another part of the school or outdoors.

M. No teacher shall be a substitute against his or her will, if that action requires such teacher to leave his or her scheduled class.

N. All teachers volunteering to do hall duty, lunch room duty, after school spelling bee, science fair, math competition, and other programs approved by the Board will be granted comp time on an hour for hour basis. The Superintendent will approve the number of hours of each program for compensation.

O. Teachers who volunteer to supervise the established recess schedule shall receive three (3) comp days per year or five (5) additional leave days.

P. Comp days must be used in the school year earned. Each Day (6 hours) or portion of accumulated comp time not used by the end of the school year will be added to the accumulated sick leave.

Q. No comp time shall be used in the first two weeks or the last two weeks of the school year unless pre-approved by the Superintendent.



The maximum class size per teacher in the secondary schools shall be as follows:

English	25 Pupils
Social Studies	25 Pupils
Business	25 Pupils
General Education	25 Pupils
Typing	25 Pupils
Mathematics	25 Pupils
Industrial Education	25 Pupils
Science	25 Pupils
Drafting	25 Pupils
Language	25 Pupils
Homemaking	25 Pupils
Vocational Shop	25 Pupils
Driver Education	18 Pupils
Music	100 Pupils
Art	25 Pupils
Physical Education	40 Pupils

Art and drafting students in a classroom shall not exceed the total number of work stations.

C. Each elementary teacher shall be responsible for the official daily attendance record. The school shall issue report cards quarterly (four times a year). The high school principal's office shall be responsible for high school attendance records and for entering the attendance records on the students' official files and report cards.

D. Teaching supplies shall be kept in the teachers' homeroom. Teachers will, however, on a form distributed by the administration, make an inventory of materials, books, and supplies in their room.

E. Teachers and administrators shall be responsible, when promoting students in grades K-6, for assigning those students to a homeroom for the following school year. Teachers and administrators shall try to balance the number of students in each class, but will use professional judgment in each assignment



and consider such factors, but not limited to, individual student's differences, mental ability, emotional stability, peer relationships, and maximum group educational advantage. No student may be changed from an assigned class except with the consultation of the student's previous homeroom teacher and the administration. In the event of conflict after the decision by the previous homeroom teacher and the administration, the following procedure will take place. A committee made up of the Board president, the superintendent, the principal, an elementary teacher not affected by the process, and the president of the Bark River-Harris Education Association will meet, listen to the rationale, and make a decision.

F. The administration will make reasonable attempts to implement the following provision: Teacher Aides will be assigned to individual classes according to class size and grade level as prescribed in the following manner:

Kindergarten	20 or more students	Full time teacher aide
	17-19 students	Two hours with an aide per day
	14-16 students	One and a half hours with an aide per day
Grades 1, 2, 3	25 or more students	Full time teacher aide
	20-24 students	Three hours with an aide per day
Grades 4, 5, 6	25 or more students	Full time teacher aide
	20-24 students	Two hours with an aide per day

When teachers and aides cannot work together harmoniously, the teacher may request a meeting with the administration to try to resolve the issue the teacher presents.

G. Teachers with teaching aides shall be responsible for directing their aide so as to meet the educational objectives of the school district.

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

profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will undertake promptly to implement all joint decisions thereon made by its representatives and the Association.

I. The Board agrees to keep school reasonably and properly equipped and maintained.

J. Existing telephone facilities shall be made available to teachers for their responsible use. No long distance calls may be charged to the school district without permission of the building principal and/or superintendent.

K. Adequate parking facilities shall be made available to teachers for their exclusive use. Teachers shall in no way drive or park so as to interfere with the safe and efficient operation of school owned vehicles.

L. The Board and the Association shall comply with the U.S. State Civil Rights Laws in regard to hiring and treating teacher employees.

#### Article VIII

##### Medical Qualifications

A. Routine, regular, dental and/or medical checkups will not be scheduled during the school day.

B. A teacher who has been absent due to a prolonged medical condition may be required at the discretion of the Board to present a medical release from their physician that the employee can perform their duties as prescribed in his/her individual contract.

C. If a teacher is absent first (1st) or sixth (6th) hours for medical or dental reasons, there will not be deductions from sick leave providing his/her class can be covered by another teacher (Article-5, **Section-M** shall not apply to this section).

Article IX

Negotiations Procedure

A. Not less than ninety (90) 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 by the Board.

B. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of Act 379 of the Michigan Employment Relations Commission.

C. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and Board, but 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 concession in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. A teacher engaged during the school day negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiations with the Board, including arbitration, shall be released from regular duties without loss of salary.

Article X

Leave of Absence

A. Teachers who anticipate a prolonged disability, i.e. pregnancy, knee replacement, necessary elective surgical procedure, ect. will give the principal one (1) month's notice of such leave or as soon as possible so a qualified substitute may be sought.—Teachers absent because of maternity will use accumulated sick days. If a teacher's sick day accumulation is exhausted, or if a teacher wishes an extended unpaid leave of absence for maternity reasons, the teacher must request a maternity leave in writing. Such leave, up to one year, will be granted by the Board and may be renewed at the discretion of the Board.

B. Military Leave. The Board shall grant a military leave of absence in accordance with Act 145 of 1943, as amended.

C. Personal or Business Leaves. A teacher may apply for a one year leave of absence, without compensation, for personal reasons and the Board will grant said leave, provided it does not injure the program of the school nor exceed one teacher in the district at one time.

D. Emergency Leave. Emergency leave shall be granted for the following reasons: illness or death in the immediate family (immediate family shall be interpreted as follows: spouse, child, sister, brother, parent, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law of the employee). Emergency leave, up to three (3) days per year, non-cumulative, shall be granted. Emergency leave due to illness shall be interpreted to mean hospitalization of an immediate family member who is gravely or seriously ill and requires the personal attention of a physician, or the visitation of a terminally ill relative when called. It shall not be considered appropriate to use emergency leave for routine appointments to a physician. Emergency leave may be granted by the superintendent for death of other close relatives or friends without loss of pay.

E. Leave Days. At the beginning of each school year each teacher will be credited with fifteen (15) leave days teachers hired after August 31, 2008 will be credited with fourteen (14) leave days. A teacher may not use more than seven (7) personal leave days in one year and no more than five (5) personal days at any one time.

F. Association Days. Five (5) days will be provided to the Association at absolutely no cost to the member and/or Association.

An additional five (5) days will be granted if the Association agrees to reimburse the Board for the cost of the substitute teacher. There can be only one Association member gone on any given day, unless special permission has been granted by the superintendent.

G. Sick Leave Bank. A sick leave bank, administered by the Association and the Administration, will be maintained in the following manner:

1. The sick leave bank must be used by teachers for serious illness and/or by teachers who have exhausted their sick leave due to serious illness earlier in the school year. No teacher may use more than forty-five (45) sick bank days in one year.

2. The sick leave bank will have a balance of ninety (90) days.

3. Replacement of sick days to the bank will be done as they are used, by taking one sick day from each teacher, in an alphabetical order. Once the alphabet has been exhausted, contributions will continue by returning to the beginning of the alphabet. At the beginning of each school year, contributions will continue at the point where they left off at the close of the previous school year.

4. Requests for use of the sick leave bank will be made to the superintendent. The superintendent and the Association president will decide, jointly, the use of the bank.

H. Any teacher, whose personal illness extends beyond the period compensated as described above, shall be granted a leave of absence without pay for a period not to exceed one year, renewable at the discretion of the Board. Upon direct return from leave, said teacher shall be assigned to a substantially equivalent position.

I. A bargaining unit member who is injured while working for the district shall receive such compensation and expenses as are prescribed by the Workers' Compensation Law of the State. Such compensation shall be supplemented with an amount sufficient to maintain his regular salary for a period not to exceed his sick leave reserve. Such reserve shall be charged only for that portion in excess of the compensation payment.

J. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox, shall incur diminution of sick leave for only one half (½) the time absent.

K. Upon the recommendation of the Superintendent of Schools, the Board may grant a sabbatical leave of up to two (2) semesters to a teacher who has been employed at least seven (7) consecutive years in the system. The sabbatical would be for the purpose of study, travel, and for such other purpose as may

be approved by the Board. Other sabbatical leaves shall be considered as exceptional cases by the Board. A teacher on sabbatical leave shall receive no compensation or benefits from the district during the period of absence. A teacher who has been on sabbatical leave shall receive the scheduled increment credit and/or adjustments in salary upon return to the district to teach, and credit toward retirement the same as he/she would have received had he/she occupied his/her regular assignment.

L. The number of teachers given sabbatical leave in any year shall not exceed five percent of the total number of teacher instructional employees. The number of leaves granted shall be distributed throughout the system. If the number requesting sabbatical leave exceeds the number of such leaves available as determined by the Board, the selection shall be based on:

1. The estimated value of the plan to the individual and the school system.
2. The amount of seniority.
3. The length of time since the last sabbatical leave.

The employee upon return from sabbatical leave shall be restored to a position of comparable status. He/she shall make such reports of his/her activities as may be required by the superintendent.

M. Court Leave. Teachers who are required by law to serve on a jury or subpoenaed to appear in court shall receive the difference between the teacher's daily wage and court payment for each day he/she is engaged in such activity.

## Article XI

### Annuities

A. The Bark River-Harris Board will make payroll deductions upon written authorization from teachers for MEA or other annuities. Said deductions will be sent by the Board to the proper department each month.

Article XII

Academic Freedom

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

B. Freedom of individual conscience, association, and expression will be encouraged, and fairness in procedures will be observed both to safeguard the legitimate interests of the school and to exhibit by appropriate examples the basic objectives of democratic society.

C. Upon request, written lesson plans (Based on the example Board Lesson plan exhibit handed out on 6/29/2011) shall be made available for review by the appropriate administrators. If no feedback is offered by the administrator it will be assumed the lesson plan is acceptable. A copy of the collected lesson plan will be signed and dated by the appropriate administrator and returned to the teacher as soon as possible. Lesson plans will be prepared for use by substitute teachers, except in those emergency circumstances which preclude such preparation.

D. Teachers in regard to "Academic Freedom" may use their professional judgment in teaching methods and presentation of materials, study, investigation, presentation and interpretation of facts and ideas concerning society, the world, and other branches of learning up to the extent that they are limited in regard to this Academic Freedom by Board Policies, and the State and Federal Laws that govern these Academic Freedom teaching issues.

Article XIII

Teacher Representation

A. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present unless representation of the association is not readily available, then the Board retains the right to place the teacher immediately on Administrative Leave on any offense that the Board or its designees determines warrants such action. The Board's designee and the association shall meet within two working days to discuss the charge(s) and the pending measures the Board or its designees are considering to take on the pending charges. No warning that is subsequently written and/or placed in the teacher's file shall be made without the right of the association to be present.

B. Due process shall be granted to teachers in all matters concerning their employment in the Bark River-Harris School District.

Article XIV

Cost of Living

A. The study of the feasibility of a cost of living clause shall be considered in future contract negotiations.

Article XV

Professional Development

A. The parties support the principle of continuing education of teachers, participation by teachers in professional organizations in the area of their specialization, leaves for work on advance degrees or special studies, and participation in community educational projects.

B. The Board agrees to provide, with the superintendent's approval, the necessary funds for teachers who desire to attend select professional



conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Teachers will, upon request, submit a written report regarding such conference.

C. At the request of the Association, and with the Board's approval, or on the Board's initiative, arrangement shall be made for after school courses, workshops, conferences, and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

D. The Board agrees to pay a sum up to \$30 per year per teacher for dues for membership in one of the following recognized professional education organizations of teachers in a participating curriculum subject area or grade level in whose activities a teacher may participate.

1. Michigan Art Education Association
2. Michigan Audio-Visual Association
3. Michigan Association for Childhood Education
4. Michigan Counselors Association
5. Michigan Driver Education Association
6. Michigan Council for Exceptional Children
7. Michigan High School Coaches Association
8. Michigan Home Economics Section of the American Vocational Association
9. Michigan Music Educators Association
10. Michigan Association of Health, Physical Education and Recreation
11. Michigan Association of Public School Adult Educators
12. Michigan Association of School Librarians
13. Upper Peninsula Athletic Directors

and any other approved organization.

E. Professional days will be the responsibility of the teacher to maintain the state mandated requirements through District or ISD approved offerings. If the teacher chooses a professional development offering during the school day, release time will be granted. If the offering is selected outside the school day, the teacher will be compensated at the District's substitute rate or stipends offered by ISD grants, i.e. weekends/summer workshops.

The District will provide documents for verifying participation.

#### Article XVI

#### Protection of Teachers

A. Since the teacher's authority and effectiveness in his/her classroom are undermined when students discover that there is insufficient administrative backing and support for the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. When it appears to the teacher and principal that a particular pupil requires the attention of special counselors, and/or social workers, the Board will attempt reasonable steps to relieve the teacher of responsibilities with respect to such pupils.

B. The parties recognize that children having special physical, mental, and emotional problems may require specialized classroom experience and their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. The Board shall take advantage of any facilities provided by the Intermediate Board.

C. Principals shall report to the superintendent and the police all cases of assault suffered by teachers. In any reported assault case the superintendent, at the request of the teacher will contact an attorney and the attorney will:

1. Inform the teacher of his/her rights under the law in connection with the assault, and

2. Assist the teacher by rendering legal service in protecting the teacher's rights.

D. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident. A student suspended from class for an indefinite period of time will, accompanied by a parent or guardian, meet with the principal, superintendent, the teacher, and the President of the Bark River-Harris Education Association or his/her representative to review the situation before re-admittance to class.

E. Expulsion of students from school may be imposed only by the Board or designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. When a teacher has one or more pupils in class who constitute serious behavioral problems as determined by the superintendent, principal, and teacher, appropriate recognition shall be given by way of reduced class size, greater or more frequent relief periods, or additional compensation as agreed between the Board and the Association.

F. If any teacher is complained against the complaint will be handled in accordance with Article XVI, Section-H. If any teacher is sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense, until the teacher is proven negligent.

G. If incurred while in the performance of his/her duties:

1. The Board will reimburse the teacher, for loss of personal property which has been destroyed by the student if not reimbursed by the student within the school year.
2. The Board will reimburse the teacher for the loss of personal property not to exceed the (\$25,000) amount of insurance coverage in case of disaster. A general inventory list must be available.

H. No action except as provided in article-13, Section-C, will be taken on a complaint against a teacher.

I. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, unless he/she is proven negligent. No reduction of accrued sick leave will be made under this Article.

#### Article XVII

##### Severance Pay

A. The district agrees to pay to teachers their unused leave days at the rate of \$165/day up to a maximum of \$49,500: \$49,500, OR days accumulated @ \$165/day. Employees hired after August 31, 2008 shall be limited to \$100/day up to a maximum of \$30,000.00: \$30,000.00, or days accumulated @ \$100/day.

The benefit would be payable in sixty (60) equal installments over five (5) years commencing no later than ninety (90) days after the effective date of termination except teachers who purchase service credit and/or have a balance due to MPSERS. Employees who wish to use the severance pay benefit for service credit purchase or have a balance due to MPSERS, shall give the District a minimum of six (6) months notice of intent to use benefit for service credit purchase. I.e. for a June service credit purchase, notification would be required by December 31. After service credit purchase, if termination pay has a balance greater than \$10,000, it shall be paid out in sixty (60) equal installments. If the balance is \$10,000 or less, payment will be in thirty-six (36) equal installments.

Payments for the "Severance Pay" will be made through a "Special Pay Plan" 403 (b).

This benefit is payable only if the following apply:

1. The teacher has been employed in the school district for fifteen (15) years,
2. The teacher is not discharged for just cause.

B. The Board shall give terminal leave money to the heirs of teachers with fifteen (15) or more years of service who die while employed at Bark River-Harris. The heirs for the purposes of this clause, shall be the same as the beneficiary(ies) designated in the teacher's term life insurance policy through the school unless other beneficiary(ies) is (are) specifically designated by the teacher in writing. The amount of money shall be the same as provided to teachers whose death does not precede termination of employment at Bark River-Harris.

#### Article XVIII

##### Reduction in Personnel and Annexations and Consolidations of Districts

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which this district shall be merged or combined.

B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its members in such reorganized district.

## Article XIX

### 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 agreement or any rule, order, or regulation of the Board may be processed as a grievance **within thirty (30) calendar days of the cited incident of a claim listed above** as hereinafter provided by using Section-B will sunset and will not be processed due to failure to make the timeline set herein Section-A.

B. In the event that a teacher believes there is a basis for a grievance, **the teacher must adhere to the timeline sited in Section-A.** He/she shall first discuss the alleged **cited** grievance with his/her building principal either personally or accompanied by his/her Association representative.

C. If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may **continue to** invoke the formal grievance procedure on the form set forth in Article XX signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building **or withdraw the grievance.** A copy of the grievance from the grievant shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him/her.

D. Within three (3) school days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within three (3) school days of such meeting and shall furnish a copy thereof to the Association.

E. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within three (3) school days of such meeting (or six [6] school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Within five (5) days the superintendent or his/her designee shall meet with the Association of the grievance and shall indicate his/her disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his/her designee or if no disposition has been made within three (3) school days of such meeting (or six [6] school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, not later than its regular meeting or two calendar weeks, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

G. If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance may be submitted to binding arbitration before an impartial arbitrator of the American Arbitration Association. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

H. A mutually agreeable third party can be submitted for said arbitrator. The third party will be cloaked with all power of an arbitrator. If after one week a third party cannot be agreed upon, an arbitrator from the American Arbitration Association will be called. Cost of arbitration will be shared

on a 50-50 basis.

I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, 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. If an individual teacher has a personal complaint which he/she desires to discuss with a principal, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

K. Miscellaneous

1. All documents, communications, and records during the time of and dealing with the processing of a grievance shall be filed separately from the personal files of participants. Upon completion of any grievance procedure, all records not placed in the teacher's permanent file will be destroyed.

Article XX

Professional Grievance Report

Bark River-Harris School District

School \_\_\_\_\_ Grievance

Number: \_\_\_\_\_

Date of

Violation: \_\_\_\_\_

Date of

Grievance: \_\_\_\_\_

Subject to the provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising there from in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

Signature of

Grievant \_\_\_\_\_

Signature of Association Representative \_\_\_\_\_

Date \_\_\_\_\_

STATEMENT OF GRIEVANCE:

REMEDY REQUESTED: (use additional paper if necessary)



Approved for processing:  
(Signature of grievant - Use reverse side if more than one)  
Date:

Principal's Disposition:

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Principal  
Association's Disposition: \_\_\_\_\_ Satisfactory  
\_\_\_\_\_ Unsatisfactory  
Date: \_\_\_\_\_

Superintendent's Disposition:



Superintendent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Association's Disposition: \_\_\_\_\_ Satisfactory

\_\_\_\_\_ Unsatisfactory

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

Board's Disposition:

Signature of Board

President: \_\_\_\_\_ Date: \_\_\_\_\_

Association's Disposition: \_\_\_\_\_ Satisfactory

\_\_\_\_\_ Unsatisfactory

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

Arbitrator's Disposition:

Signature of Arbitrator: \_\_\_\_\_ Date: \_\_\_\_\_

Article XXI

Salary Schedule

2012-2013

Step	Index	BA	MA
0.	1.00	35,220.21	38,742.23
1.	1.05	36,981.22	40,679.34
2.	1.10	38,742.23	42,616.45
3.	1.15	40,503.24	44,553.57
4.	1.20	42,264.25	46,490.68
5.	1.25	44,025.27	48,427.79
6.	1.30	45,786.28	50,364.90
7.	1.35	47,547.29	52,302.01
8.	1.40	49,308.30	54,239.12
9.	1.45	51,069.31	56,176.24
10.	1.50	52,830.32	58,113.35
11.	1.55	54,591.33	60,050.46
12.	1.60	56,352.34	61,987.57
13.		57,479.39	63,227.32

\$500.00 "Off Schedule" payment will be paid out to each full time employee payable on February 1, 2013 to current BR-H members.

A. The M.A base shall be 10% above the B.A. base.

B. Longevity steps of five percent (5%) each will be given to teachers for experience in the Bark River-Harris school district after the 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup>, and 35<sup>th</sup> year. In addition, up to three (3) years of U.S. Military experience shall count toward longevity.

All employees hired after August, 31, 2009 will be placed on the below longevity steps:

B-2 Longevity steps of three percent (3%) each will be given to teachers for experience in the Bark River-Harris school district after the 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup>, and 35<sup>th</sup> year. In addition, up to three (3) years of U.S. Military experience shall count toward longevity.

C. The Board shall pay, in full, the District's legally required contribution to the Michigan Public Employees Retirement Fund.

D. Teachers may designate their bi-weekly pay checks be issued in 20 payments or 26 payments throughout the calendar year.

E. Years of Experience Determination:

1. Degree Teaching Experience

a. A teacher may receive full credit for up to five (5) years of degreed teaching experience outside of Bark River-Harris for all new teachers hired after July 1, 1972.

b. A teacher will not be given credit for more than five (5) years for total experience, including military service.

2. Non-degree Teaching Experience:

a. A teacher may receive credit for up to, but not more than, five (5) years of teaching experience done without a degree, whether done in or out of the Bark River-Harris system.

- b. By combining provisions of section 1a and 2 of this schedule as herein described, a teacher may not accumulate more than five (5) years.

F. A teacher beginning at Bark River-Harris will receive full credit for military experience served in any branch of the U.S. Armed Forces for up to, but not exceeding three (3) years.

G. Non-degree teachers will not be employed by the Board until all efforts have been made to hire a degreed teacher. When such non-degree teachers are hired, the following schedule will be used as a base salary.

60 - 89 hours	\$1,000 below base
90 - 100 hours	800 below base
101 - 110 hours	700 below base
111 - 120 hours	600 below base
121 - 130 hours	500 below base

H. Professional Growth: A teacher who has earned more than fifteen (15) semester hours of graduate credit, after receiving a B.A. or B.S. degree, will have his salary adjusted at the rate of \$30 per semester hour above fifteen (15) hours, to a total of thirty-one (31) semester hours or a total of \$480. Teachers hired after September 1, 1981, will have their salary adjusted for all hours above eighteen (18) semester hours to thirty-one (31). Teachers must submit verification of attainment of graduate level credits for salary adjustments on the Salary Schedule. Verified graduate level credit attainment payments will be made in the first pay period in September.

- a. Teachers may be required to perform extra services outside of the above stated school day, at the hourly rate of the teacher arrived at by dividing the annual salary by 1098 hours.
- b. Employees currently teaching Driver Education will be paid at a rate of \$17 per hour.

I. Band Director: The band director will be paid the following for each activity and/or event worked:

	<u>2006-2007</u>
Homecoming	\$ 56
Football parents' night	\$ 56
Christmas parade	\$ 56
Christmas concert	\$ 00
Solo & Ensemble (each day)	\$168
Spring concert	\$ 00
Baccalaureate	\$ 56
Commencement	\$ 56
Memorial Day Parade	\$ 56
4 <sup>th</sup> of July Parade	\$ 56

All other paid band director events must be approved by the superintendent.

J. A traveling expense allowance of the allowable State of Michigan rate per mile will be paid to any teacher who must use his/her own car for school connected travel, with prior approval of the superintendent, except travel to and from his/her regular classroom assignment. Teachers will be allowed up to \$4 for breakfast, \$7 for lunch, and \$15 for dinner when on school connected travel.

K. Supplementary Salary Schedule

**CHEERLEADER ADVISORS**

<b>Years of Experience</b>	<b>Athletic Director</b>	<b>VARSITY</b>	<b>JUNIOR VARSITY</b>	<b>JUNIOR HIGH</b>
1	\$2,388	\$1,199	\$479	\$721
2	2,555	1,283	513	771
3	2,722	1,367	546	822
4	2,889	1,451	580	872
5	3,057	1,535	613	923
6	3,224	1,619	647	973
7	3,391	1,703	680	1,024
8	3,558	1,787	714	1,074
9	3,725	1,870	747	1,125
10	3,892	1,954	781	1,175
11	4,060	2,038	814	1,226
12	4,227	2,122	848	1,276

**FOOTBALL**

<b>YEARS OF EXPERIENCE</b>	<b>VARSITY FOOTBALL</b>	<b>ASSISTANT VAR F-BALL</b>	<b>YEARS OF EXPERIENCE</b>	<b>JR VARSITY FOOTBALL</b>	<b>ASST JR VAR FOOTBALL</b>
1	\$2,218	\$1,690	1	\$1,200	\$599
2	2,373	1,808	2	1,284	640
3	2,529	1,927	3	1,368	682
4	2,684	2,045	4	1,452	725
5	2,839	2,163	5	1,536	766
6	2,994	2,282	6	1,620	808
7	3,150	2,400	7	1,704	850
8	3,305	2,518	8	1,788	892
9	3,460	2,636	9	1,872	935
10	3,615	2,755	10	1,956	977
11	3,762	2,873	11	2,040	1,018
12	3,926	2,991	12	2,124	1,060

**BASKETBALL/VOLLEYBALL (BOYS & GIRLS SEPARATE)**

<b>YEARS OF EXPERIENCE</b>	<b>VARSITY BASKETBALL</b>	<b>JR VARSITY BASKETBALL</b>	<b>FRESHMAN BASKETBALL</b>	<b>8TH GRADE BASKETBALL</b>	<b>7TH GRADE BASKETBALL</b>
1	\$2,337	\$1,438	\$ 959	\$ 899	\$ 838
2	2,501	1,539	1,026	962	897
3	2,664	1,639	1,093	1,025	955
4	2,828	1,740	1,160	1,088	1,014
5	2,991	1,841	1,228	1,151	1,073
6	3,155	1,941	1,295	1,214	1,131
7	3,319	2,042	1,362	1,277	1,190
8	3,482	2,143	1,429	1,340	1,249
9	3,646	2,243	1,496	1,402	1,307
10	3,809	2,344	1,563	1,465	1,366
11	3,973	2,445	1,630	1,528	1,425
12	4,136	2,545	1,697	1,591	1,483



2006 - 2007 (CONTINUED)

TRACK, WRESTLING & GOLF (BOYS & GIRLS COMBINED)

YEARS OF EXPERIENCE	VARSITY TRACK & WRESTLING	JR HIGH TRACK	ASS'T JR HIGH TRACK	GOLF
1	\$ 959	\$839	\$479	\$ 691
2	1,026	898	512	739
3	1,093	956	546	788
4	1,160	1,015	580	836
5	1,228	1,074	613	884
6	1,295	1,133	647	933
7	1,362	1,191	680	981
8	1,429	1,250	714	1,030
9	1,496	1,309	747	1,078
10	1,563	1,368	781	1,126
11	1,630	1,426	814	1,175
12	1,697	1,485	848	1,223

All below based upon a percentage of B.A. base in effect for current year:

Yearbook Advisor	6.0%
Junior/Senior Advisor	1.68%
Freshman/Sophomore Advisor	.84%

Article XXII

Insurance

A. Medical Benefit Plan (PAK-A, Part-1)

"Medical Benefit Plan" (PAK-A, Part-1) for employees electing the "Medical Benefit Plan"

The Board will limit its expenditures for employee "Medical Benefit Plans" to be in compliance with Public Act 152 of 2011, the (Publicly Funded Health Insurance Act).

The Board agrees to provide premium payments in accordance with Public Act 152 of 2011; Section 3, as described below for a "Coverage Year" for twelve (12) months provided the individual is employed full-time, employees less than full-time will be prorated accordingly. (Example; Full-time employee total work hours based on the normal work day described in Article 5-Section-A times the number of days contracted to work in the yearly School Calendar. Part-time employee Board provided premiums will be prorated and based on the number of work hours the part-time employee is contracted to work in the school year versus what a full-time employee works in the contracted year.

Employees may select a "Medical Benefit Plan" from plans that qualify under Public Act 152 of 2011; Section 2, Subsection (e). The actual selected qualifying "Medical Benefit Plan" along with all other health related benefit supplemental plans and accounts whether part of the "Medical Benefit Plan" or the ("Non- Medical Benefit Plan-Benefit Options) will be determined during negotiations or by a "Letter of Agreement" annually.

The Board provided premium contributions for any employee's applicable "Medical Benefit Plan", (Single, Two-Person or Family), shall pay not more of the annual costs, charged for the applicable plans or illustrative rates for those applicable plans, including any payments for reimbursements of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,500.00 times the number of employees with single person coverage, \$11,000.00 times the number of employees with employee with individual and spouse coverage, plus \$15,00.00 times the number of employees with family coverage for the period from 7/1/2012 to 12/31/2012. And a total amount equal to \$5,692.50 times the number of employees with single person coverage, \$11,385.00 times the number of employees with employee with individual and spouse coverage, plus \$15,525.00 times the number of employees with family coverage for the period from 1/1/13 to 6/30/2013.

"Medical Benefit Plan" – (PAK-A, Part-1) Coverage Year July 1, 2012-June 30, 2013:

<u>Medical:</u>	MESSA Choices II
<u>OV/UC/ER-Copay:</u>	\$5/\$10/\$25
<u>RX Drug-Copay:</u>	\$10/\$20
<u>Deductible:</u>	In-\$0 Out-\$250/\$500;
<u>Riders Included:</u>	XV A2

or

MESSA ABC Plan 1; In Network Deductible \$1250/\$2500: RX Drug-Copay Saver Rx;

Board Paid "Medical Benefit Plan" (PAK- A, Part-1) Annual Coverage Year Maximum Premium 2012-2013:

Board Paid Maximum Annual Premium Payment for Full Time Employees for Coverage Year July 1, 2012 through June 30, 2013:

Full Family Plan	7/1/12 – 12/31/12 = <u>\$15,000.00.</u>
Two Person Plan	7/1/12 – 12/31/12 = <u>\$11,000.00.</u>
Single Subscriber Plan	7/1/12 – 12/31/12 = <u>\$5,500.00.</u>
Full Family Plan	1/1/13 – 6/30/13 = <u>\$15,525.00.</u>
Two Person Plan	1/1/13 – 6/30/13 = <u>\$11,385.00.</u>
Single Subscriber Plan	1/1/13 – 6/30/13 = <u>\$5,692.00.</u>

Any portion of the actual applicable plans annual (Coverage Year) premium cost not covered by the Board paid "Medical Benefit Plan" annual coverage year maximum premiums (PAK-A Part-1) shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee's portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the "Medical Benefit Plan".

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be evenly spread over the existing pay-periods the employee has selected for their salary payments.

Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee "Medical Benefit Plan"( Pak-A, part-1).

(Non-Medical Benefit Plan- Benefit Options) (PAK-A, Part-2) 2012-2013:

For Employees who qualify to receive and elect the "Medical Benefit Plan"- (Pak-A, Part-1)

The Board agrees to provide (Non-Medical Benefit Plan-Benefit options) for (PAK-A part-2) as negotiated and listed below and monthly premium payments from July 1, 2012 through June 30, 2013, as described below for twelve (12) months provided the individual is employed full-time, employees less than full-time will be prorated accordingly as described in the applicable Section-A of Article-22. For employees who work less than the applicable positions work year due to being hired after the contracted year or who resign or retire before the end of the contract year or whose census category changes during the contract year will receive prorated Board premium payments accordingly.

**(PAK-A, Part-2)( Non-Medical Benefit Plan-Benefit Options) July 1, 2012-June 30, 2013**

Dental:	
Dental: Class 1:	60%
Dental: Class 2:	60%
Dental: Class 3:	60%
Annual Max:	\$1,000
Dental: Class 4:	60%
Lifetime Max:	\$600
Riders:	2 Cleanings
Vision:	VSP-3
Life Insurance Rate/\$1000	\$50,000
AD&D Rate/\$1000	\$50,000
LTD Benefits Max Monthly Salary: \$8,333; Waiting Period:	60% Max \$5,000 180 CDSW
Alcohol/Drug:	Same as any other illness;
Mental/Nervous:	Same as any other illness;
Soc. Sec. Offset:	Family
Pre-Exist Condition:	Waived
COLA: Rate/\$100 Covered Salary	No

The board in accordance with the preceding paragraphs shall provide premium contribution payments as described below toward an employee (Non-Medical Benefit Plan-Benefit Options) (PAK-A, Part-2) from July 1, 2012 through June 30, 2013;

Board Paid Maximum Annual Premium Payments for Full Time Employees from July 1, 2012 through June 30, 2013:

Board Paid Maximum Premiums for (PAK-A, Part-2) (Non-Medical Benefit Plan-Benefit Options):

Full Family Plan:	<u>\$ 100.0% of the total monthly premium</u>
Two Person Plan:	<u>\$ 100.0% of the total monthly premium</u>
Single Subscriber Plan:	<u>\$ 100.0% of the total monthly premium</u>

The board in accordance with the preceding paragraphs shall provide premium contribution payments as described below toward an employee (Non-Medical Benefit Plan-Benefit Options) (PAK-B) from July 1, 2012 through June 30, 2013;

**(PAK-B)(Non-Medical Benefit Plan-Benefit Options) July 1, 2012-June 30, 2013**

Dental:	
Dental: Class 1:	60%
Dental: Class 2:	60%
Dental: Class 3:	60%
Annual Max:	\$1,000
Dental: Class 4:	60%
Lifetime Max:	\$600
Riders:	2 Cleanings
Vision:	VSP 3
Life Insurance Rate/\$1000	\$50,000
AD&D Rate/\$1000	\$50,000
LTD Benefits Max Monthly Salary: Waiting Period:	60% Max \$5,000 \$8,333 180 CDSW
Alcohol/Drug: Mental/Nervous: Soc. Sec. Offset: Pre-Exist Condition: COLA: Rate/\$100 Covered Salary	Same as any other illness; Same as any other illness; Family Waived No  

**Board Paid Maximum Premiums for (PAK-B) (Non-Medical Benefit Plan-Benefit Options):**

Full Family Plan:	<b><u>\$ 100.0% of the total monthly premium</u></b>
Two Person Plan:	<b><u>\$ 100.0% of the total monthly premium</u></b>
Single Subscriber Plan:	<b><u>\$ 100.0% of the total monthly premium</u></b>

The following paragraphs pertain to all (Non-Medical Benefit Plans-Benefit Options) – (Pak-A, Part-2) and (Pak-B) Plans:

Any portion of the actual applicable plans annual premium cost not covered by the Board paid (Non-Medical Benefit Plans-Benefit Options)- (Pak A-Part 2) and (Pak-B) Plans; monthly premiums shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee's portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the (Non-Medical Benefit Plans-Benefit Options)- (Pak A-Part 2) and (Pak-B) Plans

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be evenly spread over the existing pay-periods the employee has selected for their salary payments.

Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee (Non-Medical Benefit Plans-Benefit Options)- (Pak A-Part 2) and (Pak-B) Plans

B. Pursuant to Section 125 of the Internal Revenue Code, each bargaining unit member for whom such contributions are made shall retain all non-forfeitable right and full control over the tax-deferred annuity plans. All employee contributions to their Health Plan will be by pre-tax dollars in accordance with a 125 Plan.

The maximum benefits calculation for an annuity will be 72% of \$550. In lieu of health insurance, the employee shall receive in cash, an amount set forth below. Such cash may be contributed to a TSA plan as allowed by federal law.

Each teacher may elect to take health insurance or options or cash.

New teachers hired during the term of this contract shall receive health insurance only. After three (3) years of employment, the teacher may choose cash in lieu of health insurance at a rate of no more than \$396 per month.

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the teacher's fringe benefits, shall continue throughout the balance of the school year **in accordance with Public Act 152 of 2011.**

#### Article XXIII

##### Miscellaneous Provisions

A. All individual teacher contracts shall be made expressly subject to terms of this Agreement which covers the same school year as the individual teacher contract.

B. The provisions of the agreement shall be incorporated into and considered part of the established policies of the Board.

C. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

D. The final school calendar will be determined by the Board and the Association.

E. Mentor Teachers. A mentor teacher shall be defined as a Master Teacher, a college professor, or a retired Master Teacher as identified in section 1526 of the School Code, as in affect or as amended, and shall perform the duties of a Master Teacher as specified in the code. Each teacher in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher in a joint decision by the Association and an individual who can offer assistance, resources and information in a non-threatening collegial fashion.

1. A Mentor Teacher shall be assigned in accordance with the following:

- a) Participation as a Mentor Teacher shall be voluntary.
- b) The District shall immediately notify the Association of those members requiring a mentor assignment or any affected member whose classroom assignment has changed.
- c) The assignment of the Mentor Teacher shall be finalized within ten (10) work days after the notification.
- d) Every effort shall be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
- e) Mentees shall only be assigned to one (1) Mentor teacher at one time.
- f) The mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher and Mentee at the end of each semester. The appointment may be renewed in succeeding years.

Because the purpose of the mentor/mentee match is to acclimate a teacher and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential, except as required by law, and shall not, in any fashion, be a matter included in the evaluation of the other. Further, the Mentor Teacher shall not testify as a witness in any grievance or administrative hearing involving the Mentee nor shall the Mentee testify as a witness in any grievance or administrative hearing involving the Mentor Teacher.

Where possible the Mentor Teacher and Mentee shall be assigned common preparation time(s), if applicable.

Mentees shall be provided with such professional development induction into teaching as required by law.

Mentor Teacher shall be compensated at the rate of \$750 per year. **The mentor will be responsible for meeting with Mentee monthly. Documentation of meetings (sign-in sheets/agendas) shall be kept by the Mentee.**

Upon notification to the Association and Administration of a severe personality conflict between the mentor and mentee, a replacement mentor will be found.

#### Article XXIV

##### Reopener Clause

This agreement shall constitute the full and complete commitments 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.

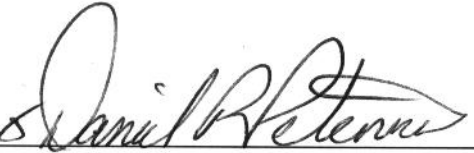
#### Article XXV



Duration of Agreement

2012-2013

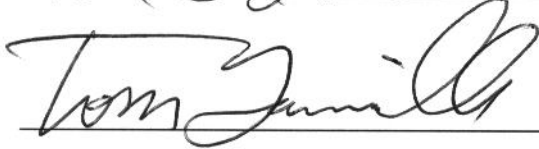
This agreement shall be effective as of January 9, 2013, and shall continue in effect until the 30th day of June 30, 2013.

By   
President

By   
President











Seniority List

September 1, 2011

1	KWARCIANY, DALE-----	7/26/84-1985
2	RAY, MARK-----	7/26/84-1985
3	DUBOIS, LYNN-----	6/9/1987
4	BILSKI, JAMES-----	8/26/1991
5	AERTS, PRISCILLA-----	11/25/1991
6	JOHNSON, SCOTT-----	8/31/1992
7	BUCKLAND-BROWN, LYNN-----	8/31/1992
8	MAINS, YVONNE-----	6/14/1999
9	LEPISTO, MIKE-----	6/14/1999
10	FARNSWORTH, SCOTT-----	8/5/1999
11	HOOD, JANICE-----	12/4/2000
12	PRATI, THEODORE-----	5/22/2001
13	STRAHL, LAURIE-----	6/9/2003
14	HALL, LISA-----	7/14/2003
15	GUSTAFSON, RACHAL-----	10/13/2003
16	MARENGER, MICHELLE-----	10/11/2004
17	JOHNSON, DIANE-----	6/13/2005
18	CARTWRIGHT, BEN-----	6/13/2005
19	REYNOLDS, MICHAEL-----	7/11/2005
20	LESNIESKI, LEAH-----	8/14/2006
21	MCCARTHY, JENNIFER-----	7/18/2007
22	MADALINSKI, ANNE-----	7/18/2007
23	ROBINETTE, MELISSA-----	7/18/2007
24	STENBERG, ALLEN-----	9/8/2008
25	NOLDE, NICHOLAS-----	6/22/2010
26	WILJANEN, BRADLY-----	6/22/2010
27	MERCIER, ADAM-----	6/22/2010
28	LATSCH, KRISTIE-----	6/22/2010
29	DRAZE, CONNIE-----	8/9/2010
30	PRICA, NANCY-----	9/13/2010
31	NORKOLI, AMANDA-----	3/14/2011
32	ERICKSON, KRISTY-----	5/9/2011
33	SYLAK, JENNIFER-----	8/23/2011
34	SAUNDERS, AMANDA-----	7/11/2012
35	PETERS, DIANA-----	8/8/2012
36	MARSHALL, MOLLY-----	9/17/2012

# Tentative 2012-2013 School Calendar

August						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

30 - Teacher In-Service

September						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

4 - 1st Day of School (full day)

October						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

19 - No School, Teacher In-Service

December						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

24-31 - No School,  
Christmas Break

January						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1 - No School, Christmas Break  
2 - School Resumes  
18 - No School, Teacher In-Service  
End of Marking Period

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

1-5 - No School, Spring Break

May						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

19 - Senior Awards  
23- Graduation  
27 - No School, Memorial Day

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

1 - 11:34 Dismissal, Parent/Teacher  
Conferences (1:00-5:00 p.m.)  
8 - No School, Teacher In-Service  
22 - No School, Teacher In-Service

November						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

2 - End of Marking Period  
9 - 11:34 Dismissal, Parent/Teacher  
Conferences (1:00-6:00 p.m.)  
15, 16 - No School, Hunting Day  
21, 22, 23 - No School, Thanksgiving

March						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

22 - End of Marking Period  
29 - No School, Good Friday

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

4 - Last Day of School  
End of Marking Period

Back  
River

## LETTER OF UNDERSTANDING

This Letter of Understanding (subsequently referred to as "Agreement") is by and between the Bark River-Harris Schools Board of Education ("Board" or "School District") and the Bark River-Harris Education Association/Upper Peninsula Education Association ("UPEA")/Michigan Education Association ("MEA") ("Association"). The Board and the Association, collectively the "parties," agree to the following.

1. The parties have negotiated and ratified a successor collective bargaining agreement for the period January 9, 2013 - June 30, 2013 ("successor contract").
2. Ratification of the successor contract occurred by the Board on January 9, 2013, and by the Association on January 8, 2013.
3. The successor contract provides insurance coverage in Article XXII, **Insurance**.
4. Article XXII, Section A, of the successor contract recognized the statutory mandate established in 2011 P.A. 152, the Publicly Funded Health Insurance Contribution Act, which established cap limits on the amount of money the School District may contribute on behalf of employees for premium payments for a medical benefit plan.
5. Article XXII, Section A, provides for payment by the School District of the cap amounts for (1) single person coverage, (2) individual and spouse coverage and (3) family coverage established by 2011 P.A. 152, *e.g.*, \$5,500.00 for single coverage premium payments.
6. Article XXII, Section A, also reflects the cap amounts for premium payments for a medical benefit plan year adjusted pursuant to a September 18, 2012, bulletin issued by the State Treasurer, Michigan Department of Treasury, pursuant to Section 3 of 2011 P.A. 152.
7. Article XXII, Section A, provides that the School District is to pay the higher, adjusted premium cap amounts for a full medical benefit plan year authorized by the September 18, 2012, Michigan Department of Treasury bulletin, *e.g.*, \$5,692.50 for single person coverage, although for a six month period "1/1/13 to 6/30/2013."
8. The parties, however, acknowledge that payment by the School District of the adjusted premium amounts beginning January 1, 2013, and continuing through June 30, 2013, is not authorized by 2011 P.A. 152. Rather, the School District is limited to paying no more than the cap amounts initially established by 2011 P.A. 152, *e.g.*, \$5,500.00 for single coverage, and which are authorized. The parties acknowledge that failure to maintain the initially established cap limits would place the School District in jeopardy of being subjected to a substantial financial penalty under Section 9 of 2011 P.A. 152, a situation the parties want to avoid.

9. Due to the substantial financial penalty under Section 9 of 2011 P.A. 152, the higher, adjusted cap limits for School District paid premium amounts, *e.g.*, \$5,692.50 for single person coverage, as provided in Article XXII, Section A, for the period "1/1/13 to 6/30/2013" will not be implemented.
10. Under Article XXII, Section A, of the successor contract, for the period January 1, 2013 - June 30, 2013, the School District would pay the following amounts ("Excess Premium Amounts") toward employee health care premiums, including an amount that exceeds the statutorily authorized cap:

<b>Scope of Coverage</b>	<b>1/1/13-6/30/13 Amount Under Article XXII, Section A</b>	<b>Authorized Premium Cap Limit</b>	<b>Gross Excess Premium Amount</b>	<b>Net Amount to be Paid</b>
Single Person	\$5,692.50	\$5,500.00	\$192.50	\$72.75
Individual and Spouse	\$11,385.00	\$11,000.00	\$385.00	\$145.87
Family	\$15,525.00	\$15,000.00	\$525.00	\$198.81

However, while the School District will continue to pay only the current authorized health insurance premium cap limit, *e.g.*, \$5,500.00 for single person coverage, the School District will pay to each member of the collective bargaining unit receiving PAK-A, Part 1 coverage as provided in Article XXII, Section A, the "Net Amount To Be Paid" as identified in the chart immediately above, *e.g.*, \$72.75 for a member receiving single person coverage. The Net Amount To Be Paid represents one-half of the "Excess Premium Amount" (for an entire 12 month period), less appropriate withholding. Payment to eligible employees will be made on or before February 1, 2013.

11. The amount to be paid (Net Amount To Be Paid) pursuant to No. 10, immediately above, is a one-time payment, will be considered as an "off schedule" payment and will not be counted or included in an employee's salary as established by Article XXI, Salary Schedule, of the successor agreement. This off schedule payment is in addition to the Off Schedule \$500.00 payment (appropriate taxes will also be withheld) already scheduled for February 1, 2013, pursuant to Article XXI, Salary Schedule.

ON BEHALF OF BARK RIVER-HARRIS  
SCHOOLS BOARD OF EDUCATION

Dated: 1/30/13

By: J B [Signature]

Its: Superintendent

Dated: 1/30/13

By: Laura Shull

Its: Business Manager

ON BEHALF OF BARK RIVER-HARRIS  
EDUCATION ASSOCIATION/UPPER  
PENINSULA EDUCATION  
ASSOCIATION/MICHIGAN  
EDUCATION ASSOCIATION

Dated: 1/30/13

By: Rachal Gustafson

Its: BRHEA secretary / Neg. team

Dated: 2/1/13

By: Laura Johnson

Its: BRHEA President

\* \* \*

**LETTER OF UNDERSTANDING: Expires at the conclusion of the 2012-2013 contract year.**

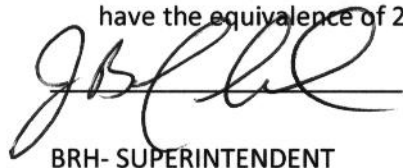
**Part-time assignments** shall be governed by the following:

1. The Full Time Teaching Equivalent (F.T.E.) for all part-time teaching assignments shall be computed as follows:

**F.T.E. = # of teaching units assigned including prep**

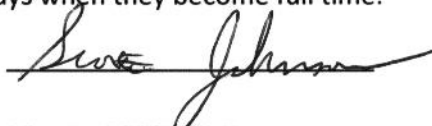
**# of teaching units full-time including prep**

2. A teacher is considered part-time if he/she has a F.T.E. less than 1. If a teacher is part-time the health care premium and salary shall be based upon the F.T.E calculation above.
3. Part time teachers with .75 F.T.E. or higher will be granted two (30) thirty minute preps for elementary assignments or one unassigned period for junior/senior high assignments. Part time teachers with less than .75 F.T.E. will be given one (30) thirty minute prep for both elementary and junior/senior high assignments.
4. Part-time teachers will attend all teacher training days, teacher in-services, parent-teacher conferences and records day for the entire day. To compensate part-time employees for their full time attendance (hours above their regularly scheduled day) at all teacher training days, teacher in-services, parent-teacher conferences and records days the hourly rate arrived at by dividing the teacher's annual salary by 1098 will be used.
5. Both parties recognize the need for regular attendance at district, grade level, and building level meetings. Part-time teachers will attend all such meetings that are scheduled contiguous to their work day (that begin or end within 30 minutes of their scheduled hours of work). Administrators will make reasonable effort to schedule alternate meeting times and/or provide alternate means for part-time employees to meet their obligations for those meetings that are not continuous to their work day.
6. Part-time employees shall be entitled to the same number of leave days allotted for full-time employees as specified in Article V part E. These leave days will be prorated based upon the teachers F.T.E.
7. When part time teachers become full time, their unused leave days carry over based upon their previous F.T.E. proration. For example, a teacher with a .5 F.T.E that has 4 (1/2) leave days will have the equivalence of 2 (full) leave days when they become full time.



BRH- SUPERINTENDENT

1/13/13



BRH-EA PRESIDENT

1/13/13 RG