



**MASTER AGREEMENT**

**BETWEEN**

**BUCKLEY COMMUNITY SCHOOLS**

**BOARD OF EDUCATION**

**AND**

**NORTHERN MICHIGAN EDUCATION**

**ASSOCIATION, MEA/NEA**

**BUCKLEY EDUCATION ASSOCIATION**

**SEPTEMBER 1, 2010 TO AUGUST 31, 2012**

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## **ARTICLE I — RECOGNITION**

- A. This Agreement is entered into by and between the Board of Education of the Buckley Community School District hereinafter called the “Board” and the Northern Michigan Education Association MEA/NEA, hereinafter called the “Association.”
- B. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all elementary and secondary full and part-time teachers who are certified, including teachers who are on tenure and teachers on probation, and excluding the Superintendent, Principal, and substitute teachers not regularly employed.

It is specifically understood that rights and privileges of the Association, as agreed to in this contract, shall apply only to Employees of the Buckley Community School Board of Education.

- C. The Board agrees not to negotiate with or recognize any other teachers’ organization than the Association for the duration of this Agreement.

## **ARTICLE II — ASSOCIATION AND TEACHERS RIGHTS**

- A. The Association and its representatives shall have the right to use the school building, when available, upon Employer approval. The Association will be required to pay for any extra custodial expense which may result from said meeting.
- B. The Association will have the right to use school equipment at times when such equipment is not otherwise in use. The Association will pay for the reasonable cost of all material and supplies incidental to such use.
- C. The Association will have the right to post notices of activities and matters of Association concern on the bulletin Board in the teachers’ lounge. The Association may use teachers’ mailboxes and email for communication with teachers.
- D. The Board agrees to make available to the Association, in response to reasonable written requests, available public information.
- E. No Employee shall be disciplined in an arbitrary and/or capricious manner.
- F. The Board and the Association agree that they shall not discriminate against any teacher on the basis of the teacher’s membership in, or lack of membership or participation in the activities of the Association or any other teacher association, nor to discriminate against a teacher because of the exercise of their rights under the terms of this Agreement. Further the parties hereto agree that they shall not discriminate against any teacher on the basis of race, color, creed, national origin, sex, age or marital status as required by law.

## **ARTICLE III — BOARD RIGHTS**

The Board, on its own behalf and the behalf of the electors of the school District, shall reserve unto itself:

- A. The executive management and administrative control of the school system and its properties and facilities, and the activities of its Employees in the performance of their duties.
- B. To hire all Employees and, subject to the provisions of law, to determine their qualifications and conditions of their continued employment, or their dismissal or demotion, and to promote and transfer all such Employees. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of

judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and conforming with the constitution and laws of the State of Michigan.

## **ARTICLE IV — AGENCY SHOP**

- A. THE PROVISIONS OF THIS ARTICLE SHALL BE APPLICABLE AS A CONDITION OF EMPLOYMENT FOR INDIVIDUALS WHO ARE CLASSIFIED AS TEACHERS
- B. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment 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. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- C. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- D. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-twentieth (1/20<sup>th</sup>) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each pay period for twenty (20) pays, beginning in September and ending in June of each year.
- E. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, contributions or any other plans or programs jointly approved by the Association and Employer.
- F. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the Service 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 Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.

## **ARTICLE V — TEACHING HOURS**

- A. **REPORTING SCHEDULE:** Teachers shall report for duty fifteen (15) minutes before the regular or modified schedule. Teachers shall be in their classroom fifteen (15) minutes before the beginning of the first scheduled class period. **IN THE INTEREST OF STUDENT SAFETY, TEACHERS SHALL BE PERMITTED TO LEAVE IMMEDIATELY AFTER THE LAST REGULARLY SCHEDULED BUS HAS DEPARTED FROM THE BUILDING UNLESS ONE OF THE FOLLOWING OCCURS:**

1. A scheduled staff meeting
2. A consultation is previously scheduled with a parent

Except for emergency staff meetings or parent meetings, consultations will not occur on Fridays or on the day preceding the start of a regular school vacation. The Association agrees to provide supervision for students who are in the building at the close of each school day.

- B. **SECONDARY SCHEDULE:** Secondary teachers (7-12) will have one of the following schedules:

1. Seven (7) relatively equal class periods
2. Six (6) relatively equal class periods

The teacher shall be assigned one (1) class period per day of unassigned preparation time.

No teacher shall be assigned more than five (5) different preps without consent of the teacher and prior notification to the Association. Study hall supervision shall not constitute assigned teaching time.

- C. **SPECIAL EDUCATION PREP TIME:** Special education teachers shall be provided relief and preparation time equivalent to that of elementary teachers.
- D. **DUTY FREE LUNCH:** All full time teachers shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) minutes and less than full time teachers shall be entitled to such lunch on a pro-rata basis (e.g. half-time teachers entitled to fifteen (15) minutes, etc.).
- E. **PROFESSIONAL PARTICIPATION:** A teacher engaged during the school day in negotiating on behalf of the Association with a representative of the Board participating in any professional grievance negotiation, including arbitration, with the Board, shall be released from regular duties without loss of salary if the meetings are requested by the Board or its representative.
- F. **LUNCHROOM SUPERVISION:** No teacher shall be required to supervise the lunchroom or students eating.
- G. **ELEMENTARY PREPARATION PERIODS:** Full time elementary teachers will be provided a preparation period within five minutes of the secondary teachers per day. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. **ELEMENTARY PRORATING OF PLANNING TIME FOR PART-TIME TEACHERS WILL BE PROPORTIONATELY CONSISTENT WITH FULL-TIME STAFF.**
- H. **EMERGENCY CLOSING.** In the interest of the safety and welfare of all people involved, teachers shall not be required to report for duty when conditions make it necessary to close school for the students. In the event that school is closed during the day, teachers will be permitted to leave fifteen (15) minutes after the students are dismissed.
- I. **RESCHEDULING OF DAYS.** Student instruction days in the calendar which are cancelled due to “act of God” (snow, ice, fog, epidemic, etc.) will be rescheduled as required by State Statute, the Department of Education, or the State Board of Education, insofar as the law allows.

Teachers required to work both on “act of God” days and rescheduled days will be compensated at an individual teacher’s normal daily rate for days worked in excess of the teacher workdays as listed in the calendar. Teachers required to work only on rescheduled days (not “acts of God” days) will receive no additional compensation.

- J. LOSS OF ART, MUSIC, PE. In the event art, music (including band), and physical education are not offered, the elementary p.m. recess will be increased by five (5) minutes for each of the above that are not offered.
- K. SHARED TIME. Should the Buckley Schools participate in a shared time program, it is understood by the parties that no additional compensation shall be paid when the shared time class occurs during the teacher’s regular teaching assignment.
- L. PREPARATION TIME: One (1) class period of preparation time shall be provided secondary teachers (7-12) when they teach three (3) or more academic classes.
- M. MINIMUM HOURS OF INSTRUCTION: The class time and class periods designated in this Article shall be increased, if necessary, to assure that the Board is providing the minimum number of hours of instruction required by State law or regulation to receive full State aid. If such additional hours are required, the parties agree that the District will seek to make necessary adjustments from within the time allowed in the regular school day. The Board agrees to adopt resolutions under 380.1284(3) to provide less than the minimum number of days of pupil instruction but at least the number of required hours. If additional time is still required, it shall be on a per diem basis.

## **ARTICLE VI — TEACHING CONDITIONS**

- A. SCHOOL FACILITIES: The parties recognize that optimum school facilities for both student and teacher are desirable to insure a high quality of education that is the goal of both the Association and the Board.
- B. PUPIL-TEACHER RATIO: The parties agree that the student-teacher ratio is both a measure of workload and an element in educational programming. Accordingly, to the extent practicable and recognizing the various elements which must be considered, including, but not limited to, such considerations as physical facilities and equipment, changes in enrollment, specialized or experimental instruction, improvement of instruction methods, instructor’s recommendation, type of student, subject matter and type of class, class loads shall be maintained at levels regarded as educationally desirable within the following guideline:

K-2: 22-25

3-6: 23-26

7-12: 28

If the number of students in a given class exceeds the guidelines set forth above on the fourth Friday in September, or the teacher believes assistance might be required, the teacher may request a meeting with an ad hoc Review Board. The purpose of such Board shall be to review the relevant circumstances, determine the causes of the problem, and work out within thirty (30) days a satisfactory solution to the problem by appropriate scheduling and personnel adjustments or other means deemed reasonable in light of the circumstances, including, but not limited to, utilization of teacher aides, release from non-classroom or non-instructional duties, redistribution of students in light of special student needs and requirements.

The Review Board shall consist of:

1. The Superintendent or designee,
2. The Building Principal, and
3. Two representatives from the Association, one of whom shall be the involved teacher.

When the Review Board's recommendation would involve an increased expenditure of money, the matter will be taken to the Board of Education for action. If the Board does not accept the recommendation of the Review Board, the matter shall automatically be referred back to the Review Board for further consideration.

When feasible, no class shall be assigned more students than there are student workstations in the classroom.

- C. **SUPPLIES PROVIDED:** 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 Board will provide:
1. A separate desk, with lockable drawers, for each teacher in the District.
  2. Adequate whiteboard space in every classroom.
  3. A place will be provided for teachers to store coats, and personal articles.
  4. Copies, exclusively for the teacher's use, of all texts used in each of the courses he/she is to teach.
  5. A complete and unabridged dictionary in every classroom.
  6. Adequate storage space in each classroom for instructional materials.
  7. Adequate attendance books, paper, pencils, pens, markers, erasers, and other materials required in daily teaching responsibility.
  8. At least one room shall be reserved for use as a faculty lounge.

The parties will confer from time to time for the purpose of improving the selection and use of supplies. The Board will implement all joint decisions made by their representative and the Association. The Board agrees to make available adequate copying facilities.

- D. **PLAYGROUND SUPERVISOR:** The Board will furnish a playground supervisor for recesses and noon periods.
- E. **HAZARDOUS CONDITIONS:** Teachers shall not be required to work under unsafe, hazardous, or unhealthy conditions.
- F. **SNOW REMOVAL:** The Board will be responsible for removing snow from parking areas and walkways for all teachers.

## **ARTICLE VII — PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- A. **TEACHER CERTIFICATION:** It shall be the responsibility of each teacher to have on record in the Central Office a complete copy of his/her current teacher certificate.
- B. **TEACHING MAJOR AND MINORS:** Concurrent with NCLB and applicable laws, the District will require that all teachers be Highly Qualified.
- C. **STUDENT SCHEDULING:** The parties recognize that meeting the needs of students is desirable to insure the high quality of education and is the goal of both the Association and the Board.
1. Because the student's interests are an important factor in an effective educational program, the



- parties agree that students and the teaching staff will determine the interests before the school year is complete.
2. The interests and requirements determined, all teachers shall be given written notice of their schedules for the forthcoming semester no later than the proceeding tenth (10th) day of July. In the event that changes in the schedules are anticipated, all teachers affected shall be notified promptly and consulted, provided the teachers are accessible. Changes in teachers' schedules will not be made later than the fifteenth (15th) day of August preceding the commencement of the school year unless an emergency situation (i.e., financial uncertainty, teachers' resignation, etc.) requires same.
  3. Any extra curricular duties shall be posted, and assignments made with mutual consent of the teacher and the Board of Education, subject to the conditions expressed in E., below.
- D. DEFINITION OF "TRANSFER" A "transfer" shall be defined as either a voluntary or involuntary change in: (1) a bargaining unit member's position or assignment to another position or assignment within the bargaining unit, (2) in building assignment, (3) in grade level(s) included in an assignment in DK-6, (4) in subject area(s) included in an assignment, (5) in a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (6) in Special Education assignment such as learning disability, emotionally impaired, etc. Transfers to vacancies shall be governed by the language above pertaining to vacancies. Other transfers will be governed by this Section AND POSTED FOR 5 DAYS.
- E. VOLUNTARY TRANSFERS: A request for a transfer may be made at any time in writing to the Personnel Office with a copy to the Association. The request shall specify the school, grade, subject/position sought. Requests for a transfer by bargaining unit members wishing to switch positions shall be granted. Subject to certification, a request for voluntary transfer shall be granted unless the granting of same is inconsistent with the language pertaining to the filling of vacancies. Receipt of the request for transfer shall be acknowledged by the Employer within five (5) working days. No bargaining unit member shall be discriminated against because of a request to transfer.
- F. INVOLUNTARY TRANSFERS: Involuntary transfers may be effected only for reasonable and just cause. Thirty (30) days notice of the intention to transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected bargaining unit member and the Association. Cause for involuntary transfer includes only cause involving the individual's performance, or as part of a necessary reduction of force, as determined pursuant to this Agreement to maintain the most senior staff possible district wide consistent with the requirements of this Agreement. The specifics of the use of involuntary transfers as part of staff reduction shall be set forth in the Layoff & Recall Article of this Agreement.
- G. POSTING OF POSITIONS: All vacant Bargaining Unit Positions shall be posted in the teachers' lounge for a period of five (5) days. It is agreed that new positions may be filled on a temporary basis. If a vacancy occurs during the summer break, notice of the vacancy shall be sent to the local Association President and to all teachers who have requested that they be notified of the vacancy.
- H. APPENDIX "B" GUIDELINES. A teacher shall not have tenure in any student activity assignment. Assignments shall be made in accordance with the following guidelines:
1. Category "A": An activity assigned as part of a teacher's academic assignment.
  2. Category "B": Category "B" activities shall be voluntary. However, in the event there is no qualified volunteer, the Board may assign the activity to a qualified teacher who has not held such assignment for the prior two (2) years.
  3. Category "C": A voluntary assignment except if a teacher was employed with the written understanding that the teacher would be assigned an activity related to his/her professional employment, the teacher shall accept such assignment. Category "C" assignments shall first be offered to Bargaining Unit Members. If the Employer determines that there is no qualified

teacher applicant, the Employer shall have the right to assign a person who is not a member of the Bargaining Unit.

### **ARTICLE VIII — PROFESSIONAL BEHAVIOR**

- A. **TEACHING STANDARDS:** The Board and the Association recognize that teaching is a profession which requires the highest standards of personal conduct from its members.
- B. **RULES AND REGULATIONS:** A teacher shall assist in the enforcement of such rules and regulations of the District made known to the teacher providing that such rules and regulations are not contrary to law or to the terms of this agreement.
- C. **SCHOOL FUNCTIONS:** Teachers should, when possible, attend school functions including PTA, Awards Banquets, Baccalaureate (when held), Graduation, etc.

### **ARTICLE IX — SICK LEAVE**

- A. **NUMBER OF DAYS:** At the beginning of each school year, each teacher will be credited with twelve (12) days of leave, the unused portion of which shall accumulate to a maximum of one-hundred-eighty (180) days.
- B. **SICK LEAVE NOTIFICATION:** Teachers unable to report for duty because of illness or other justifiable reasons must notify their principal (or designee) as soon as the need to be absent is known, but in any event not later than 6:30 a.m. on the day of the absence unless an emergency arises and it is impossible for the teacher to give such notice.
- C. **USE OF SICK LEAVE:** Sick leave may be used for:
  - 1. **PHYSICAL OR MENTAL CONDITION:** Any physical or mental condition which results in a teacher being unable to fulfill their contractual obligations excluding any condition compensable by Worker's Compensation. Sick leave may be used for disability resulting from pregnancy to the extent required by law.
  - 2. **COMMUNICABLE DISEASE:** Any communicable disease, which would be hazardous to the health of students or other Employees.
  - 3. **DEATH-IMMEDIATE FAMILY:** The teacher may take a maximum of four (4) days per death. One (1) day will be granted for a niece or nephew.
  - 4. **ILLNESS-IMMEDIATE FAMILY:** The teacher may take up to two (2) days leave per illness for illness in the immediate family to the extent that the presence of the teacher is reasonably required.
  - 5. **IMMEDIATE FAMILY DEFINED:** "Immediate family" shall mean spouse, children, grandchildren, grandparents, father, mother, father-in-law, mother-in-law, brother, sister, brother and sister of the spouse, or other person living with and making his/her home in the home of the teacher and for whom the teacher has loco parentis responsibility. Foster care, as a business enterprise, shall be excluded from this definition.
  - 6. **MEDICAL CARE ARRANGEMENTS:** The teacher may use up to three (3) days to make arrangements for medical or nursing care for a member of the immediate family.
  - 7. **SICK LEAVE/DUTY DAYS:** Sick leave shall be charged against duty days only and shall cease to

accumulate and shall not be used by a teacher during such periods as the teacher is on a leave of absence, laid off, or otherwise not regularly providing services to the District.

8. DOCTOR'S CERTIFICATE: A doctor's statement may be required after three (3) consecutive days of absence.
  9. ADOPTION LEAVE: A teacher may use up to thirty (30) days of their accumulated sick leave for the purpose of meeting the needs of the parent-child in the adoption process. A teacher using this provision shall provide the Board with legal documents supporting their request prior to the Board approving said leave. It is understood by all parties that the cost of the substitute teacher shall be paid by subtracting the sub cost, including any applicable fringe benefits, from the salary of the regular teacher taking said leave. Should an extension of this leave be necessary, the Board may, at its option, grant said extension.
  10. PRORATION OF SICK DAYS: If a teacher must leave work due to a personal illness, a prorated sick day shall be deducted from the teacher's remaining sick days. If there is no remaining sick leave, the daily pay of the teacher shall be reduced by a prorated amount.
- D. REIMBURSEMENT OF EXCESS LEAVE: If a teacher shall not complete the contract period, the Employer shall be reimbursed for any days or fraction of days used in excess of the proportionate leave days earned as of the termination date.

## **ARTICLE X — PROFESSIONAL OR PERSONAL BUSINESS DAYS**

- A. NUMBER OF PROFESSIONAL/PERSONAL DAYS: At the beginning of every school year, each teacher shall be credited with three (3) days to be used for the teacher's personal or professional business. A teacher planning to use a day of leave for professional business shall notify his/her principal at least one (1) week in advance. A teacher planning to use a personal leave day or days shall notify his/her principal at least one (1) day in advance except in cases of emergency. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend or vacation period, and reasonable restrictions may be imposed on personal leaves on such days. Personal and professional business days shall not accumulate from year to year. Professional business days may be used for the purpose of:
1. Visitation to view other instructional techniques or programs
  2. Conferences, workshops, or seminars directly related to classroom instruction.
- B. CONFERENCE ATTENDANCE: The Board agrees to provide, upon application by the teacher and approval of the Administration, necessary funds to attend select professional conferences. Each teacher shall submit receipts for all expenditures for such conferences. The teacher shall submit a brief written report regarding such conferences. When a teacher is asked to attend a conference by the Administration or Board, the conference time shall not count against the personal or professional days listed in Section A of this Article, and necessary funds shall be provided.

## **ARTICLE XI — UNPAID LEAVE**

- A. LEAVE OF ABSENCE: A leave of absence of up to one (1) year may be granted to tenure teachers, upon application, for the purpose of participating in exchange teaching programs in other school Districts, states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps, or Job Corps as a full time participant in such program or a cultural travel or work program related to his/her professional responsibilities; provided said teacher states, in writing, his/her intention to return to

the school system. Upon return from such leave, the teacher shall be assigned the same or an equivalent teaching position and be placed on the salary schedule at the step applicable at the beginning of such leave.

- B. **LEAVE FOR FURTHER STUDY:** A leave of absence of up to one (1) year may be granted to a tenure teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, a teacher shall be placed at the next appropriate step on the salary schedule.
- C. **LEAVE FOR CHILD CARE:** A leave of absence of up to one (1) year shall be granted, upon application, to any teacher for good cause for the purpose of providing infant child care. Upon return from such leave a teacher shall be placed at the next appropriate step on the salary schedule. Teachers returning from such leave to the same position shall notify the Employer at least sixty (60) days prior to their expected date of return to work. An Employee may request the termination of child care leave prior to the pre-arranged leave return date, and the Employer will determine if such request is possible.
- D. **SENIORITY FROZEN:** Effective September 1, 1985, any teacher on an unpaid leave of absence shall have their seniority frozen at the time of the leave and seniority shall commence at the conclusion of said leave upon return of employment of the Buckley Community School District.
- E. **VERIFICATION:** The teacher shall have the responsibility of verifying his/her eligibility for leave and any benefits due.
- F. **FAMILY MEDICAL LEAVE:**
  - 1. An unpaid leave of absence of up to twelve (12) weeks during any twelve-(12) month period shall be granted to any Bargaining Unit Member in accordance with the Family and Medical Leave Act (FMLA) for any of the following purposes:
    - a. The birth or placement for adoption or foster care of a child (up to one [1] year from the date of birth or placement).
    - b. Because of the serious health condition of a Bargaining Unit Member's spouse, parent, or child.
    - c. Because of the Bargaining Unit Member's own serious health condition.
  - 2. To be eligible for the leave of absence, the Bargaining Unit Member must meet the eligibility requirements set forth in the FMLA and FMLA regulations. (E.g., employed at least one (1) year and worked at least one thousand two hundred-fifty (1,250) hours within the last twelve (12) months.)
  - 3. Medical certification(s) may be required by the Board to support the need for leave due to a serious health condition. A "serious health condition" is defined by the FMLA. In general, the FMLA indicates that a serious health condition is an illness, injury, impairment, or physical or mental condition that involves: (1) Inpatient care in a hospital, hospice, or residential medical facility; or (2) Continuing treatment by a health care provider.
  - 4. Where permitted by the FMLA, an Employee shall have the option to take FMLA leave on an intermittent or reduced schedule when medically necessary. If an Employee requests intermittent or reduced leave, the Employer may require a transfer temporarily to an available position for which the Employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.
  - 5. In accordance with the FMLA, the Employer shall continue group health plan benefits during the leave under the same conditions and at the same level as if the Employee were still at work.

6. FMLA leave of absence shall be subject to and administered in accordance with the FMLA and FMLA regulations. The Employer reserves all rights granted to school District Employers under the FMLA, such as but not limited to the right to require Employees to substitute paid leave for unpaid leave and, where permitted by the FMLA, to designate other leave to which the Employee is entitled under this Agreement as FMLA leave.
7. Whenever practicable, the Employee will provide the Employer at least thirty (30) days written notice for the leave. It will include the reason for the request; the expected beginning date; the expected ending date; and whether or not the Employee intends to use paid leave for any part of the leave.
8. Upon return from leave, the Employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the Employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment. Of course, the right to return from leave is subject to the layoff provisions of this Agreement.
9. Should the Employee elect not to return to work at the end of a Family Medical Leave outlined above for reasons other than the continuation, recurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond control of the Employee, the District may seek reimbursement for the health premiums paid by the District during the leave period. The Employee shall not accrue any sick leave or personal business leave during any unpaid portion of the leave.

## **ARTICLE XII — PAID LEAVES**

- A. **WORKER'S COMPENSATION:** The Board shall pay the difference between the teacher's salary and any benefits received under Michigan Worker's Compensation Act for absence due to injury or illness incurred in the course of the teacher's employment. Such use of sick leave will be subtracted from the teacher's accumulated sick leave account. Deduction from sick leave accumulation shall only be the difference between Worker's Compensation and the Employee's regular salary. The obligation to pay the above-stated difference shall terminate upon the depletion of accumulated sick leave.
- B. **JURY SERVICE:** A teacher shall be entitled to leave for jury service. The teacher shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid.
- C. **ASSOCIATION DAYS:** The Association shall be entitled to up to five (5) days of leave, with the Association paying the cost of the substitute, for the purpose of conducting official Association business.
  1. Except for good cause, a leave request shall be made in writing not less than ten (10) days in advance.
  2. The Employer shall not be required to grant leave on any day to more than two (2) teachers.
  3. The teacher's absence shall not materially interfere with the discharge of his/her professional responsibilities.

## **ARTICLE XIII — TEACHER EVALUATION**

**This section will be updated by September 1, 2011, with language that meets the requirement set forth by the State of Michigan in the School Code. A committee consisting of the Superintendent, Principal, and three (3) teachers will convene to update this section.**

**380.1249 Performance evaluation system; effect of collective bargaining agreement; evaluations for school principals.**

**Sec. 1249.**

**(1) Not later than September 1, 2011, and subject to subsection (2), with the involvement of teachers and school administrators, the board of a school district or intermediate school district or board of directors of a public school academy shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that does all of the following:**

**(a) Evaluates the teacher's or school administrator's job performance at least annually while providing timely and constructive feedback.**

**(b) Establishes clear approaches to measuring student growth and provides teachers and school administrators with relevant data on student growth.**

**(c) Evaluates a teacher's or school administrator's job performance, using multiple rating categories that take into account data on student growth as a significant factor. For these purposes, student growth shall be measured by national, state, or local assessments and other objective criteria.**

**(d) Uses the evaluations, at a minimum, to inform decisions regarding all of the following:**

- 1. The effectiveness of teachers and school administrators, ensuring that they are given ample opportunities for improvement.**
- 2. Promotion, retention, and development of teachers and school administrators, including providing relevant coaching, instruction support, or professional development.**
- 3. Whether to grant tenure or full certification, or both, to teachers and school administrators using rigorous standards and streamlined, transparent, and fair procedures.**
- 4. Removing ineffective tenured and untenured teachers and school administrators after they have had ample opportunities to improve, and ensuring that these decisions are made using rigorous standards and streamlined, transparent, and fair procedures.**

**(2) If a collective bargaining agreement is in effect for teachers or school administrators of a school district, public school academy, or intermediate school district as of January 4, 2010, and if that collective bargaining agreement prevents compliance with subsection (1), then subsection (1) does not apply to that school district, public school academy, or intermediate school district until after the expiration of that collective bargaining agreement.**

**(3) A school district, intermediate school district, or public school academy shall continue to conduct the evaluations for school principals that are currently required by the department through the 2010-2011 school year. At the end of the 2010-2011 school year, a school district, intermediate school district, or public school academy shall report the most recently completed or determined "effectiveness label" from that evaluation for each principal who is in place for 2010-2011, in a form and manner prescribed by the department.**

The parties agree that parents, students, or other District employees will not be used to evaluate employees. No test scores or test results of any kind will be used to evaluate employees.

- A. EVALUATION: The Board acting by and through its administrators shall be responsible for the evaluation of each teacher in the performance of his/her professional duties. The evaluation of teachers shall conform to the following guidelines and subject to the requirements of law.
1. Evaluation Objectives: The primary purpose of teacher evaluations shall be to improve the effectiveness of a teacher in the performance of the teacher's professional duties.
  2. Formal Evaluation: Each formal evaluation shall be in writing and shall be based in part on one or more observations conducted with the full knowledge of the teacher, which observations(s) shall total not less than thirty (30) minutes. The form for the written evaluation shall follow Appendix C.
    - a. A pre-observation conference shall be held at least one (1) day prior to the scheduled date of observation for the purpose of discussing the lesson the teacher will be presenting on the day and hour of the evaluation.
    - b. A post-observation conference shall be held within three (3) school days after the last observation on which the evaluation is based.
    - c. A copy of the formal evaluation resulting from observation(s) shall be given to the teacher at the time of the conference or within ten (10) school days thereafter. The teacher will sign the evaluation. The signing of the evaluation document shall not be construed to mean the teacher agrees with the evaluation, but said signing certifies that the teacher has both discussed the evaluation with the appropriate administrator and been given a copy of said evaluation. If the teacher disagrees with the evaluation, the teacher may submit within five (5) school days a written rebuttal which shall be attached to the evaluation and placed in the teacher's personnel file.
    - d. A probationary teacher shall be provided with an individualized development plan (IDP) each full school year of employment developed by administrative personnel in consultation with the probationary teacher.
    - e. In accordance with Section E of this Article, each probationary teacher shall be evaluated at least once during each full semester. In accordance with the Michigan Teachers' Tenure Act, at least a sixty (60) day interval shall exist between the first and last classroom observations that are used as a basis to form the year-end performance evaluation of a probationary teacher, unless a shorter interval between is mutually agreed upon by both the probationary teacher and administrator. The annual year-end performance evaluation of a probationary teacher shall include an assessment of the probationary teacher's progress toward achieving the goals of his/her IDP.
    - f. Tenured teachers shall be evaluated, in writing, at least once every three (3) years. In accordance with the Michigan Teachers' Tenure Act, the evaluation will be based upon at least two observations. If a tenured teacher receives an unsatisfactory evaluation, in accordance with the Michigan Teachers' Tenure Act an IDP will be developed in consultation with the teacher. A subsequent year-end performance evaluation of the tenured teacher shall include an assessment of the teacher's progress toward achieving the goals of his/her IDP.
    - g. If a teacher is rated unsatisfactory, upon request, the evaluator will meet with the teacher to discuss the reason(s).
    - h. If required by the School Code, teachers in their first three (3) years of classroom teaching shall be provided with a mentor. The following guidelines shall apply:

1. The mentor may be a tenured member of the Bargaining Unit, or such other individual who is qualified in accordance with the School Code.
  2. Participation as a mentor shall be voluntary, unless there is an insufficient number of volunteers. The Association shall be notified of those Bargaining Unit Members requiring a mentor.
  3. The Administration shall notify the Association when a potential mentor is matched with a Bargaining Unit Member (mentee).
  4. The mentee shall be assigned to only one (1) mentor at a time.
    - i. Because the purpose of the mentor/mentee match is to acclimate the mentee and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree that neither the mentor nor the mentee shall be permitted to participate in any matter related to the formal evaluation of the other.
    - j. If required by the School Code, mentees may be provided with a minimum of fifteen (15) days of professional development induction into teaching their first three (3) years of classroom teaching. It is recognized that the Department of Education has defined a day for purposes of this section to be two and one-half (2 1/2) hours and may not actually be a full workday as defined in Article VII. Teachers who are required to attend professional development induction during a scheduled workday will receive their regular salary.
  3. Informal Observation: Informal observations may become a part of the teachers file as long as said informal observations were observed by the evaluator.
  4. Evaluation Frequency: A probationary teacher shall be evaluated at least once during each full semester, the first evaluation to occur on or before December 1 and the second evaluation to occur on or before April 1. A tenure teacher shall be formally evaluated at least every three (3) years prior to May 1.
- B. PERSONNEL FILE: The Employer shall cause an official personnel file to be established and maintained for each Employee in accordance with the following guidelines:
1. Right to Review: A teacher shall have the right, upon prior request, to review the contents of his/her personnel file. A representative of the Association may accompany the teacher at the request of the teacher. The file shall be reviewed in the presence of a representative of the Employer. The credentials and references of the teacher shall not be subject to review. The review of the personnel file will be scheduled and occur within five (5) business days of the date of the request.
  2. Notice: Prior to any item being placed in a teacher's file, a teacher shall be given written notice of the intention of the Employer to insert any materials in the teacher's personnel file which adversely reflect on the character of the teacher's professional services.
  3. Adverse Material: Within five (5) school days following notice of the intention to insert such adverse material, a teacher may request a meeting with the Employer. Prior to the meeting, the teacher shall be furnished a copy of the material for review. If the objectionable material is not withdrawn or modified in a manner satisfactory to the teacher and the Employer, the teacher shall have the right within ten (10) school days following the conclusion of the conference to have inserted in the personnel file a statement concerning such material.
  4. Contents: Each teacher's file shall contain the following items of information: TB test results, contractually permissible teacher evaluation documents, material leading to disciplinary action copies of annual contracts, a copy of the teaching certificate(s), and a copy of the college transcript. It is understood by the parties that it is the obligation of the teacher to provide the Employer with



a copy of their most recent transcript and certificate.

## **ARTICLE XIV — SCHOOL CALENDAR**

- A. The school calendar shall consist of hours necessary to comply with the law. Should the law change and require more than the current requirement, the parties agree to meet and bargain the impact on the Bargaining Unit Members by adjusting the minutes and hours of instruction and rates of pay. The school calendar for the term of this Agreement shall be the same as the Traverse Bay Intermediate School District calendars with respect to current state law. All other days, including conference times and additional days off, shall be established by mutual agreement of the parties.
- B. PROFESSIONAL IMPROVEMENT
  - 1. IN-SERVICE DAYS: Twelve hours per year shall be provided for in-service meetings outside of instructional time. Dates for such meetings shall be by mutual consent of the Association and the Board or its representatives. Additional inservice time may be scheduled in place of instructional time at the employer's discretion.

## **ARTICLE XV — STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. BOARD SUPPORT AND ASSISTANCE: 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. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibility with respect to such pupils.
- B. ASSAULT UPON A TEACHER: Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board or its agents will provide, without cost to the teacher, the Board's legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. COMPLAINTS: No adverse action against a teacher shall be taken upon any complaint directed toward a teacher unless the complaint has been investigated and substantiated nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.
- D. RENDERING OF LEGAL ASSISTANCE: If any teacher is sued as a result of action taken by the teacher while the teacher is engaged in the exercise or discharge of a governmental function, is acting or reasonably believes he or she is acting within the scope of his or her authority, and his or her conduct does not amount to gross negligence that is the proximate cause of the injury or damage, the Board will provide the Board's legal counsel to the teacher in his/her defense. Time lost by a teacher in connection with such an incident shall not be charged against the teacher unless covered by Worker's Compensation.
- E. TEACHER REPRESENTATION: A teacher shall at all times be entitled to have present Association representation if he/she so requests when he/she is being reprimanded, warned or disciplined for an infraction of rules or delinquency in professional performance or at any meeting involving the teacher which the teacher reasonably believes may result in discipline. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative is present. The Association shall make every reasonable effort to ensure that Association representation is promptly provided to the teacher requesting representation.

## **ARTICLE XVI — GRIEVANCE PROCEDURE**

- A. **GRIEVANCE DEFINED:** A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. 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 on the extra-curricular schedule;
  3. The content of a teacher evaluation;
  4. Any matter for which there is recourse under State or Federal statutes.
  5. It is expressly understood that the Grievance Procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- B. **SUBMISSION OF GRIEVANCES.** Written grievances, as required herein, shall contain the following:
1. It shall be signed by the grievant or grievants;
  2. It shall be specific;
  3. It shall contain a synopsis of the facts giving rise to the alleged violation;
  4. It shall cite the section or subsections of this contract alleged to have been violated;
  5. It shall contain the date of the alleged violation;
  6. It shall specify the relief requested.
  7. Written grievances, as required herein, shall contain the following:
- C. **GRIEVANCE - INFORMAL DISCUSSION:** In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her principal either personally or accompanied by his/her Association representative within fifteen (15) calendar days of the discovery of the event or occurrence giving rise to the grievance.
- D. **GRIEVANCE – FORMAL**
- STEP ONE: If, as a result of the informal discussion with the principal, a grievance still exists, he/she may invoke the formal grievance procedure through the Association on the form set forth in annexed Appendix D, signed by the grievant and a representative of the Association, which form shall be available from the Association representative. A copy of the completed grievance form shall be delivered to the principal within fifteen (15) calendar days of the date of the informal discussion.
- E. **GRIEVANCE – FORMAL RESPONSE**
- STEP ONE: Within seven (7) calendar 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 seven (7) calendar days of such meeting and shall furnish a copy thereof to the Association.
- F. **GRIEVANCE – FORMAL**

STEP TWO: If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within seven (7) calendar days of such meeting, the grievance shall be transmitted to the Superintendent. Within seven (7) calendar days, the Superintendent or designee shall meet with the Association on the grievance and shall indicate the disposition of the grievance in writing within seven (7) calendar days of such meeting, and shall furnish a copy thereof to the Association.

G. GRIEVANCE - FORMAL

STEP THREE: If the Association is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been made within seven (7) calendar days of such meeting, 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, no later than its next regular meeting, shall meet with the Association on the grievance. 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.

H. GRIEVANCE OPTION

STEP FOUR: Utilization of this step of the grievance procedure shall be optional with the Association.

1. GRIEVANCE MEDIATION: If the Association is still not satisfied with the disposition of the grievance by the Board, or if no disposition has been made by the Board within thirty (30) days of the date of the submission to the Board, the grievance may be submitted to a State mediator within seven (7) calendar days of the date of the Board's disposition of the grievance or the date the Board's disposition was due.
2. GRIEVANCE ARBITRATION: If the Association is still not satisfied with the disposition of the grievance by the mediator, or if the mediator's disposition does not resolve the grievance, or if no disposition has been made within thirty (30) days of the date of the submission to the mediator, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within seven (7) calendar days from the notification date that arbitration will be pursued, he/she shall be selected by the Michigan Employment Relations Commission (MERC) in accordance with its rules. The rules of MERC shall likewise govern the arbitration proceeding.

I. GRIEVANCE TIME LIMITS: 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 a hardship of 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.  
RELOCATED FORMALLY SECTION N.

J. ARBITRATION GUIDELINES: The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or 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, subject to judicial review.

K. ARBITRATOR POWERS THEREOF: Powers of the arbitrator are subject to the following limitations:

1. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
2. He/she shall have no power to interpret State or federal law unless necessary to determine whether a dispute is arbitrable. The arbitrator shall have no authority to alter, add to, or subtract from, the terms of this Agreement.

3. More than one grievance may not be considered by the arbitrator at the same time except upon written mutual consent of the parties.
  4. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
  5. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- L. GRIEVANCE PREPARATION FILING: All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher and/or a participating Association representative are to be at their assigned duty stations. When, in the judgment of the Board, that is not possible, the Board shall approve releasing a teacher for the above responsibilities. The Association shall pay the cost of a substitute when one is hired.
- M. ARBITRATION FEES: The fees and expenses of the arbitrator shall be shared equally by the parties.
- N. GRIEVANCE TEACHER FILE ACCESS: For the purpose of assisting a teacher or the Association in the prosecution or defense of any contractual, administrative or legal proceedings, including but not limited to grievances and tenure proceedings, the Board shall permit a teacher access to and the right to inspect and acquire copies of his personnel file. A representative of the Association may accompany and assist the teacher in this regard.

## **ARTICLE XVII — LAYOFF AND RECALL**

- A. LAYOFF BOARD RIGHTS: It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff and that the procedures set forth in this Article shall be used in laying off personnel.
- B. LAYOFF PROCESS: In order to promote an orderly reduction in personnel, the following procedure will be used:
1. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified and available to perform the duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.
  2. If the reduction of teaching personnel is still necessary, the tenure teachers shall be laid off on the basis of qualifications as determined by the Employer, certification and seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first. Seniority shall be defined in Article XXV.
  3. A tenure teacher who is laid off pursuant to this Article has the right to be placed in a teaching position for which he/she is certified and qualified and which is occupied by a teacher with less seniority.
- C. RECALL FROM LAYOFF: Recall of teachers shall be in the inverse order of layoff, i.e., those laid off last will be called first; provided, however, that a teacher in order to be reassigned shall be certified and qualified as herein set forth to teach the specific course he/she is being assigned.

- D. **TEACHER INDIVIDUAL CONTRACT:** The individual contract, as found in Appendix E executed between each teacher and Employer, is subject to the terms and conditions of this Agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.
- E. **TEACHER QUALIFICATIONS:** Qualifications shall include area of competence, major and/or minor field of study, quality of teaching performance, attendance record, previous teaching experience and length of service in the District.
- F. **TEACHER RECALL RIGHTS:** Recall rights as to length of time shall be equal to the number of years of seniority, not to exceed three (3) years for probationary teachers, and not to exceed rights granted by the Teacher Tenure Act for tenure teachers.

### **ARTICLE XVIII — NEGOTIATION PROCEDURES**

- A. **CONFLICT RESOLUTION:** Representatives of the Board and Association shall meet from time to time for the purpose of reviewing the Administration of this Agreement and resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, prior to the meeting, an agenda covering what will be discussed. Such meetings shall be at the mutual agreement and convenience of both parties.
- B. **SCHEDULING OF MEETINGS:** All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities unless otherwise mutually agreed upon.
- C. **SUCCESSOR NEGOTIATIONS:** Negotiations shall commence on a successor agreement no later than the last student day of the regular school year preceding the expiration of this Agreement.

### **ARTICLE XIX — SALARIES AND CREDIT**

- A. **SALARY SCHEDULE, DEFINED:** The teacher salary schedule (Appendix A) will apply to all teachers possessing at least a Baccalaureate Degree from an accredited college or university and holding a provisional or permanent certificate.
- B. **EXPERIENCE CREDIT:** Credit for experience outside of the Buckley School, as of the date of ratification of this contract, shall be evaluated by the Employer with initial placement on the salary schedule determined by the Employer.

Full credit shall be given to a teacher with a certificate for the first three (3) years of experience, excluding substitute teaching, when the prior service was with full certification.

Relevant related job experience shall be evaluated by the Employer, and credit may be granted up to ten (10) years.

- C. **TEACHER PAYROLL OPTION.** Each teacher shall have the right to elect to be paid in twenty-six (26) or twenty-one (21) equal installments every other Friday. Those teachers electing the twenty-six (26) pays may receive the balance of their pay in June if they notify the bookkeeper, in writing, by the 1st pay period in May. Unless the Employee notifies the Employer otherwise, the Employee shall be paid in twenty-six (26) payments.
- D. **SALARY SCHEDULE.** The Salary Schedule, Appendix A Salary Schedule, shall reflect any graduate semester hours (see below) a Bargaining Unit Member has taken in addition to his/her regular degree.

Any Bargaining Unit Member who completes additional semester hours which are not graduate level courses must have prior approval of the Administration. In order to receive credit on the salary schedule for additional hours, the Bargaining Unit Member shall present evidence of satisfactory completion to the superintendent or his/her designee. Any Bargaining Unit Member who has successfully completed a sufficient number of class hours to advance to the next step on the salary schedule shall have the additional compensation reflected on the first paycheck of the next succeeding semester. Said compensation shall not be retroactive to this contract.

Semester hours: In computing "term hours" to semester, a ratio of three (3) term hours shall equal two (2) semester hours.

- E. APPENDIX "B": Student activity assignments as set forth on Appendix "B" shall be compensated as therein provided. The compensation for an activity not included on Appendix "B" shall be established by mutual agreement of the parties once an activity has been approved.
- F. MOVEMENT ON SALARY SCHEDULE: For the purpose of movement on the salary schedule, teachers who work less than the full school year in Buckley under contract shall receive credit as follows:  
  
An Employee who works over forty-five (45) days shall be given one half (1/2) credit on the salary schedule. An Employee who works over ninety (90) days shall be given full credit on the salary schedule.
- G. TEACHING SIXTH PREP: Any teacher who teaches a sixth (6<sup>th</sup>) prep, shall be paid an additional amount of salary determined by:  
  
Dividing the salary by seven (7) for a seven (7) hour day, or divide by six (6) for a six (6) hour day, and adding the result to the gross salary.
- H. A committee of members of the Buckley EA and Buckley ESP shall distribute half of the interest of the Buckley Schools Educational Guyton Memorial Fund each year. The members of the committee shall be selected by the respective Associations.

## **ARTICLE XX — HEALTH INSURANCE**

- A. Employee eligibility for insurance is based upon acceptance of the written application of the insurance provider.
- B. Enrollment for insurance will only be accepted by the insurance company during the open enrollment period of each year, or for new Employees within thirty (30) days from the date of eligibility.
- C. Responsibility for enrollment in the program(s) rests with the Employee.
- D. The Employer shall provide, without cost to the Employee, the following MESSA PAK for a full twelve (12) month period for the Employee and his/her entire family.

The Employer shall sign an Employer Participation Agreement. Employees not selecting MESSA-PAK Plan A will select MESSA Plan B.

Plan A for Employees selecting health insurance

For 2010 - 2011 Choices II (with \$500/\$1,000 in-network deductible, which will be reimbursed by the Employer.

10/40 Super Svr Rx card

Negotiated Life \$50,000 with AD & D

Vision VSP-2 Silver

Dental 70/70/70/70: \$1,000 (\$2,000 maximum for class I,II,III; Lifetime maximum Class IV: \$4,000)

LTD coverage added - covers 60% weekly salary with a max \$5,000

Plan B for Employees not selecting health insurance

Negotiated Life \$50,000 with AD & D

Vision VSP-2 Silver

Dental 70/70/70/70: \$1,000 (\$2,000 maximum for class I,II,III; Lifetime maximum Class IV: \$4,000)

LTD coverage added - covers 60% weekly salary with a max \$5,000

- E. It is understood that regularly employed part-time teachers shall be eligible, at the Employee's choice, for a prorated (i.e. a teacher teaching three (3) classes per day receives three/sixth-fifths {3/6.5ths} depending on the class schedule) amount of all benefits in relation to their part-time duties. While the fringe benefits of health care, dental, vision and life insurance plans will be the same plans as provided for full time Employees, Employees working less than full time will not be included in the MESSA PAK due to an adverse payroll deduction situation caused by the composite rating of the MESSA PAK. The plans will continue to be separately rated as currently done for equity in payroll deduction to the Employee.
- F. The Employee will pay 10% of their Health Insurance premium and each prescription co-payment.
- G. In cases where cost of coverage exceeds the amount of subsidy, the excess shall be payroll deducted from the Employee or otherwise paid by the Employee.
- H. The Board shall adopt and implement a cafeteria plan pursuant to Section 125 of the Internal Revenue Code. The cafeteria plan shall remain in effect throughout the life of this Agreement. The cafeteria plan will provide a cash option equal to the MESSA single subscriber health insurance rate which shall be available for Employees who are eligible for MESSA PAK Plan A, but who instead select Plan B. Employees may use the cash option to purchase any MESSA or MEA Financial Services non-taxable options or other non MESSA annuities. The cafeteria plan will also provide a Salary Reduction Agreement option for those Employees who elect to pay their portion of the Plan A premium required by the terms of this Agreement. The Board agrees to notify affected Employees of changes in the premium amount.

## **ARTICLE XXI — SCHOOL QUALITY, IMPROVEMENT, CURRICULUM**

- A. Before identifying an elementary school or a secondary school for school improvement under 20 USC 6316 (b) paragraphs (1) or (5), or for corrective action under paragraph (7), or for restructuring under paragraph (8), the Employer shall provide the Association with an opportunity to review the school-level data, including academic assessment data, on which the proposed identification is based. If the Association believes that the proposed identification is in error for statistical or other substantive reasons, the Association may provide supporting evidence to the Employer, which shall consider that evidence before making a final determination.
- B. School Improvement Plans
  - 1. No School Improvement Plan (School Improvement Plan) provision shall alter, modify, violate or supersede, except as mutually agreed in writing by the Employer and the Association, this Agreement or any other formal or informal understanding, condition or practice established between the parties. The foregoing shall apply to any SIP the Employer intends to implement.
  - 2. Scope: No School Improvement Plan or SIP Committee shall address the issues of wages, hours, terms and other conditions of employment or matters established in statute such as the Public Employment Relations Act, the Michigan Teacher Tenure Act, etc. No SIP Committee shall engage in collective bargaining or have the authority to address employment matters.
  - 3. Employee Participation: Any participation on a SIP Committee shall be voluntary unless it occurs during the regularly scheduled work day. The participation or lack of participation of an employee or group of employees on a SIP Committee shall not be noted or considered in the Employer's employment decisions, including but not limited to evaluation, assignment, extra duty assignment, conference attendance, promotion, discipline or discharge of any employee.
- C. The parties of the agreement are aware that legislation and State department rules make it advisable to adopt a "school improvement plan", and/or a site based decision making plan or other such similar plans.
- D. The parties agree to commence bargaining on the plan, which includes the composition of the committee within thirty (30) calendar days. No such plan shall be implemented until the plan negotiations have concluded and the agreement has been ratified by both parties through the normal ratification process.
- E. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.



## **ARTICLE XXII — ANNEXATION, CONSOLIDATION, ETC. OF THE DISTRICT**

The Board and the Association agree that in the event of an annexation, consolidation, or reorganization of the Buckley Community School District, the Board will work toward continued employment of all Bargaining Unit Members.

## **ARTICLE XXIII — EMPLOYEE RIGHTS**

No teacher shall be disciplined, discharged, demoted, reprimanded, or subjected to a disciplinary reduction in compensation except for reasonable and just cause. Disciplinary action shall be taken in accordance with the following guidelines:

- A. Teachers will be informed of applicable rules and policies governing conduct prior to the imposition of any discipline based upon the violation of such rules and policies.
- B. A teacher shall be entitled to have a representative of the Association present at a formal conference at which a teacher is to be disciplined if a record of such disciplinary action will become part of the teacher's personnel file. However, the conference need not be delayed for a period of time exceeding twenty-four (24) hours until such representative can be present. In no event shall the Employer be restricted from taking such protective action as the Employer may determine to be necessary to protect the rights of students and others pending the holding of the formal conference. For the purpose of this provision, a formal conference is defined as one that has been prearranged.
- C. Any complaint made against any teacher by any parent, student, or other person which is in writing and signed, will be promptly called to the attention of the teacher. Any written complaint not called to the attention of the teacher may not be used in any disciplinary action against the teacher.
- D. It is understood and agreed that except as the seriousness of an offense in the opinion of the Employer shall otherwise require, the following progressive system of discipline shall normally be followed:
  - 1. Discussion of problem between teacher and administrator and/or verbal warning.
  - 2. Written warning by administrator.
  - 3. Written reprimand by administrator.
  - 4. Suspension with pay.
  - 5. Suspension without pay.
  - 6. Discharge.

## **ARTICLE XXIV — SENIORITY**

- A. Seniority shall be defined as the length of unbroken service in the District from the date of last hire. All Bargaining Unit seniority is lost when employment is severed by resignation, retirement and/or voluntary or involuntary discharge or failures or refusals to return from leaves of absence. Previously accumulated seniority within the Bargaining Unit is retained, but no additional seniority will accumulate during any period when the Employee is laid off, or a former Bargaining Unit Member is employed in a supervisory/

administrative non-Bargaining Unit position, or is on an unpaid leave of absence.

- B. The Employer shall maintain an up-to-date master seniority list of all teachers with notification of certification approvals that are made known to the Employer by the Employee, and present the same to the Association by October 1 of each school year. The Association shall review this list and approve or object to it by October 15 of each school year. In absence of any objection, the list shall be deemed to be agreed to by the parties and shall be used to determine a teacher's seniority in any lay-off procedure. Adjustments will only be made in the event of a layoff. The seniority list shall be posted on the "Association Bulletin Board" as identified in Article II, C.
- C. The master seniority list shall be in rank order as to length of service. If two or more teachers have the same length of service, their respective positions on the seniority list shall be determined by a drawing of lots participated in by all affected Bargaining Unit Members, supervised by the representatives of the Association and the Board.

## **ARTICLE XXV — GENERAL PROVISIONS**

**SEPARABILITY:** If any provision, or application of this agreement, shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. If any provision of this Agreement is invalidated, the parties will meet within ten (10) days of the determination of invalidity to re-negotiate such invalidated provisions.

## **ARTICLE XXVI — ACCEPTABLE USE OF INTERNET/INTRANET**

- A. Purpose
  - 1. The parties recognize that the Internet/Intranet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment-related, and Association endeavors.
- B. Bargaining unit members' use of the Internet/Intranet is appropriate under all of the following circumstances:
  - 1. support of the academic program;
  - 2. telecommunications;
  - 3. Association activities; and
  - 4. reasonable personal and recreational usage to the extent that such use does not violate any express prohibitions of this Agreement and does not interfere with the bargaining unit members' assigned duties and responsibilities.
- C. Bargaining unit members agree that the Internet/Intranet may not be used for commercial for-profit purposes.
- D. The parties agree that all other provisions of this Agreement remain in full force and effect and the specific provisions outlined in this Article regarding acceptable Internet/Intranet use do not supercede any of the other provisions of this Agreement.
- E. Bargaining unit members are aware that the Employer does not warrant that the functions of the Internet/Intranet will meet any specific requirements or that they will be error free or uninterrupted.
- F. The parties agree to form an Internet/Intranet Acceptable Use Committee, with Association and Administration representation. The Committee shall consist of six (6) individuals, three (3) of whom shall be named by the Association and three (3) of whom shall be named by the Superintendent.
- G. The parties agree that bargaining unit members will be released from liability for inappropriate acts committed by a student with regard to the Internet/Intranet, including, but not limited to, information retrieved from the Internet by a student in violation of this Article or any federal, state, or local law, a student's inappropriate use of electronic mail communication in violation of this Article or any federal, state, or local law, a student's design of a web site in violation of this Article or any federal, state, or local law.
- H. The Employer agrees to provide insurance coverage with regard to the bargaining unit members' use of the Internet/Intranet and any unintentional damage that may result to the Employer's computer system, as well as any unintentional violation of copyright, patent, trademark, or any other intellectual property laws.
- I. The Employer agrees to indemnify bargaining unit members for any monetary settlement or award the bargaining unit member must satisfy as a result of a lawsuit brought by a third party, such as a student, parent, web master for a web site, software provider, or other individual or entity, with regard to the bargaining unit member's use of the Internet/Intranet if such use falls within the acceptable guidelines set forth in this Article as determined by the Internet/Intranet Acceptable Use Committee.
- J. The Employer agrees not to cease a bargaining unit member's use of the Internet/Intranet due to an unintentional violation of this Article.
- K. The parties agree that proficiency, or lack thereof, in the use of the Internet/Intranet shall not be used in a

negative fashion for evaluation purposes of a bargaining unit member.

- L. Bargaining unit members shall not be disciplined for a student's misuse of the Internet/Intranet.
- M. The Employer agrees to provide notice to a bargaining unit member of complaints made via electronic mail regarding said bargaining unit member by individuals; including, but not limited to, parents, co-bargaining unit members, and third parties.

N. Virus Detection and Damage to Network

1. The Employer agrees to provide appropriate, regularly updated virus detection software on all of the Employer's computers. The software shall function in an automatic, passive fashion.
2. Bargaining unit members will not be held liable for any damage to the Employer's computer system caused by a virus.

O. Privacy Issues

1. The parties recognize that there is no legitimate expectation of privacy in electronic mail communications.
2. The Employer will provide each bargaining unit member with a password for accessing the Internet/Intranet and electronic mail. Bargaining unit members agree to maintain confidentiality with regard to their passwords, however, it is understood that the Employer will have access to all bargaining unit members' passwords. The Employer agrees to maintain bargaining unit members' passwords in a safe and confidential location where access to such passwords by students and third parties is as secure as possible.

P. Objectionable Materials and Harassment

1. The Employer agrees to take appropriate action to prevent or reduce harassment of bargaining unit members by third parties. Bargaining unit members shall notify the Employer of such harassment by a third party in order for the Employer to take appropriate action.
2. The Employer agrees to discipline students for making harassing statements through the Internet/Intranet concerning bargaining unit members.

Q. Violation of Intellectual Property Laws

If the Employer authorizes or requires use of a file obtained from the Internet/Intranet, the Employer shall assume all potential liability for any copyright, patent, trademark, or other intellectual property infringement unintentionally caused by a bargaining unit member.

R. Training

1. Given the complexity of intellectual property law, workplace harassment, and other potential claims with regard to use of the Internet/Intranet, the Employer agrees to provide training to assist bargaining unit members in avoiding unintentional violations.
2. The Employer agrees to provide release time for bargaining unit members to attend such training.
3. Training shall be provided for all bargaining unit members with access to the Internet/Intranet. The Employer agrees to cover the cost of the training.

Use of or proficiency in Internet/Intranet use shall not be used for evaluation purposes in connection with such Employer-provided training.

## **APPENDIX A — SALARY SCHEDULE**

<b>2010–11</b>	<b>Step</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+15</b>
	1	28947	29903	30716	31531
	2	30343	31249	32096	32950
	3	31741	32653	33544	34435
	4	33136	34124	35051	35981
	5	34535	35658	36630	37602
	6	36070	37263	38277	39292
	7	37697	38941	40001	41059
	8	39389	40693	41801	42908
	9	41164	42524	43682	44839
	10	43013	44438	45650	46847
	11–14	45997	47492	48774	50034
	15–19	47687	49211	50508	51800
	20–24	48929	50453	51750	53042
	25+	49819	51343	52640	53932

Includes a 3.5% increase for the 2010–11 school year, retroactive to Sept. 1, 2010

<b>2011–12</b>	<b>Step</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+15</b>
	1	28947	29903	30716	31531
	2	30343	31249	32096	32950
	3	31741	32653	33544	34435
	4	33136	34124	35051	35981
	5	34535	35658	36630	37602
	6	36070	37263	38277	39292
	7	37697	38941	40001	41059
	8	39389	40693	41801	42908
	9	41164	42524	43682	44839
	10	43013	44438	45650	46847
	11–14	45997	47492	48774	50034
	15–19	47687	49211	50508	51800
	20–24	48929	50453	51750	53042
	25+	49819	51343	52640	53932

**Any teacher who does not receive a “Step Increase” for 2011–12 will receive a one–time \$500 stipend paid in one lump sum.**

**TEACHER ATTENDANCE RECOGNITION AND INCENTIVE**

Teachers who are employed for a full school year will be eligible for recognition and an attendance incentive stipend as indicated below:

- A. Teachers who use no more than a combined total of two (2) sick days during the school year shall be recognized for excellence in attendance and shall receive an attendance incentive stipend by June 30 of each year, according to the scale below:

**SICK LEAVE DAYS**

<u>DAYS TAKEN</u>	<u>ATTENDANCE INCENTIVE* STIPEND</u>
0	\$ 300
1	\$ 200
2	\$ 150

- B. In computing the days of absence, unpaid time for injury or illness compensable under Workers' Compensation shall not be included.
- C. The payment of an attendance incentive stipend will not affect the accumulation of sick leave days as described.
- D. In computing the two (2) days, unpaid time off for sick leave, personal leave days, days used for school conferences and workshops, and/or time off for injury or illness compensable under Workers' Compensation shall not be included.

## **APPENDIX B — EXTRACURRICULAR**

### **A. CATEGORY A:**

Music Director: 3% payment for services, activities (solo & ensemble, band, Memorial Day parade, concerts, etc.) taking place outside the school day at which the director is present and participating.

Student Publications Class:

Yearbook 3%

Newspaper 3% (minimum 5 issues)

### **B. CATEGORY B:**

Drama Play - Musical:

Non class 3% per unit or 6% combined

Student Council Advisor: 3%

National Honor Society Advisory: 3% payment for services, including those activities taking place outside the school day at which the advisor is present and participating.

Teacher subbing during their prep hour: \$12.00 per hour or may accumulate hours and use as comp time.

### **C. CATEGORY C:**

#### **BASKETBALL**

Boy's Varsity 8.5%

Boy's Junior Varsity 6.5%

Girl's Varsity 8.5%

Girl's Junior Varsity 6.5%

Junior High Boys:

8th Grade 3%

7th Grade 3%

Junior High Girls:

8th Grade 3%

7th Grade 3%

#### **SOCCER 8%**

Jr. High Soccer 3%

#### **BASEBALL 8%**

#### **SOFTBALL 8%**



Junior Varsity Softball -6%

**VARSITY VOLLEYBALL 8.5%**

Junior Varsity Volleyball 6.5%

**VARSITY TRACK 8%**

Junior High Track 4%

**CROSS COUNTRY 8%**

Jr. Varsity 4%

**CHEERLEADING \$150**

The Board of Education reserves unto itself the right to determine any and all extra duty offerings in any given school year. It is anticipated that the Board will consider the number of students who indicate a desire for the activity in making this determination.

If a coach is assigned to coach both Varsity and JV Basketball, or the teams are combined due to a low number of participants and a single practice is demanded, the percentage for the combined assignment shall be ten percent (10%).

The indicated percentages (%) are based on the years of experience in the Buckley School accumulated by the teacher in the individual extra duty activity to determine the appropriate salary step on the BA schedule. The Board may grant up to three (3) years of experience in determining the starting level for a new teacher on this Schedule B.

Extra duty assignments shall be made on a year-to-year basis.

**APPENDIX C — TEACHER EVALUATION FORM**

**BUCKLEY COMMUNITY SCHOOLS TEACHER EVALUATION FORM**

Name: \_\_\_\_\_

School: \_\_\_\_\_

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

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

1. Instructional Skills

\_\_\_\_\_ Outstanding    \_\_\_\_\_ Satisfactory    \_\_\_\_\_ Area for Improvement    \_\_\_\_\_ Unsatisfactory

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Classroom Management

\_\_\_\_\_ Outstanding    \_\_\_\_\_ Satisfactory    \_\_\_\_\_ Area for Improvement    \_\_\_\_\_ Unsatisfactory

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Planning and Records

\_\_\_\_\_ Outstanding    \_\_\_\_\_ Satisfactory    \_\_\_\_\_ Area for Improvement    \_\_\_\_\_ Unsatisfactory

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Personal and Professional Characteristics



**EVALUATION RECOMMENDATION**

**Status recommended by Principal**

\_\_\_\_\_ Continuing on Probation

\_\_\_\_\_ Recommended for Tenure

\_\_\_\_\_ Continuing on Tenure

\_\_\_\_\_ Not recommended for a contract for the \_\_\_\_\_ school year.

\_\_\_\_\_  
Principal's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's signature

\_\_\_\_\_  
Date

**This signature indicates that the teacher did receive and discuss this evaluation with the evaluator. This does not necessarily mean that the teacher agrees with the evaluation. The teacher has the right to submit a reply to be filed with this evaluation.**

## **EVALUATION CRITERIA**

The administration will use the following criteria to assess teacher performance. These are by way of illustration and example.

### **1. Instructional Skills**

The teacher:

- Has a command of the subjects taught.
- Maintains a high level of time on task.
- Assesses and meets individual needs and refers students with special needs to appropriate personnel through established channels.
- Assigns tasks at the appropriate level of difficulty.
- Provides relevant and sufficient examples and demonstrations to illustrate concepts and skills.
- Encourages students' responsibility for their own learning.
- Employs material and techniques that foster higher order learning skills.
- Presents instructional activities that use concepts and language which are understandable to the students.
- Integrates the use of technology into lesson plans
- Accepts professional responsibility for the education of all children assigned to him/her.

### **2. Classroom Management**

The teacher:

- Maintains an attractive, stimulating and neat classroom.
- Encourages students to have books, materials and supplies in an organized manner.
- Follows prescribed procedure for handling disciplinary problems.
- Has classroom rules posted and established classroom routines, and consequences.
- Continually monitors student behavior and stops inappropriate behavior promptly and consistently while maintaining student dignity.
- Exercises care in the use of district facilities, materials and equipment and monitors such use by students, reporting abuses through proper channels.

### **3. Planning and Record Keeping**

The teacher:

- Maintains efficient and accurate lesson plans, including those for substitute teachers, which match objectives, learning strategies, assessment and students needs at the appropriate level of difficulty.
- Present Board adopted curriculum.

- Sets high standards for work and provides frequent feedback to students.
- Routinely uses a variety of assessment methods for student work, using such information to develop and revise objectives and strategies.
- Evaluates students fairly and regularly, maintaining accurate records to document student performance.
- Submits attendance, grades, reports, and other records in a prompt and thorough manner.
- Makes appropriate use of preparation time by completing lesson plans, correcting papers, conferring with students, parents, administration, etc.

#### **4. Personal and Professional Characteristics**

The teacher:

- Displays initiative and creativity in preparing and using learning activities, using a variety of human and material resources to motivate students and support instructional goals.
- Conforms with authorized district policies, rules, procedures and accepts assigned responsibilities.
- Organizes his/her materials and exhibits long and short term planning.
- Maintains a professional appearance.

**APPENDIX D — GRIEVANCE REPORT FORM**

Submit to Principal in duplicate

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

District \_\_\_\_\_

Building Assignment Name of Grievant Date Filed \_\_\_\_\_

\*\*\*\*\*

**STEP I**

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

B. 1. Statement of \_\_\_\_\_

\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**GRIEVANT SIGNATURE**

\_\_\_\_\_  
**DATE**

C. Disposition by Principal \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**PRINCIPAL SIGNATURE**

\_\_\_\_\_  
**DATE**

D. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**ASSOCIATION SIGNATURE**

\_\_\_\_\_  
**DATE**

\*\*\*\*\*

**STEP II**

A. Date Received by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**SUPERINTENDENT SIGNATURE**

\_\_\_\_\_  
**DATE**

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**ASSOCIATION SIGNATURE**

\_\_\_\_\_  
**DATE**

\*\*\*\*\*

**STEP III**

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



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**BOARD REPRESENTATIVE SIGNATURE**

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**DATE**

C. Position of Grievant and/or Association \_\_\_\_\_

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**ASSOCIATION SIGNATURE**

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**DATE**

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**STEP IV**

A. Date submitted to State Mediator \_\_\_\_\_

B. Disposition and Award of Mediator \_\_\_\_\_

\*\*\*\*\*

**STEP V**

A. Date submitted to Arbitration \_\_\_\_\_

B. Disposition of Arbitrator \_\_\_\_\_

## **SITE-BASED DECISION MAKING/SCHOOL IMPROVEMENT**

I. APPLICATION THEREOF: The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA.

II. ORGANIZATIONAL CHART: The organizational chart for this process shall be:

Board of Education

Oversight Committee

Superintendent and Association or Designee

Advisory Committee Selected by Tea. Non C. Bd

1. Local Association President
2. Elementary Teacher Rep.
3. Secondary Teacher Rep.
4. Non Certified Association Rep.
5. Member of the Board of Ed.
6. Superintendent or Designee
7. Principal
8. Citizen selected by Board of Ed.
9. Citizen selected by Both Associations

Sub-committee

Neither the Association nor the Board shall have input into the selection of each other's members of the Committee.

III. OVERSIGHT COMMITTEE RESPONSIBILITIES: The Association Designee and the Superintendent will comprise the Oversight Committee. They will monitor the activities of the Advisory Committee. All Advisory Committee plans must be submitted to the Oversight Committee. If, in the opinion of the Oversight Committee, a plan requires Board action, the Advisory Committee will submit the plan to the Board. The Advisory Committee may designate the Oversight Committee to present the committee recommendations to the Board.

IV. ADVISORY COMMITTEE GUIDELINES: The Board of Education shall annually, by formal action, affirm the membership of the Advisory Committee as determined by the Association and the Board. The Advisory Committee shall be empowered to create sub-committees.

The Board annually shall designate funds to cover the reasonable and necessary costs (non-salary) of this committee. Such expenditure shall be made through and with the approval of the Superintendent. When creation of sub-committees would require an expenditure of funds in excess of funds so designated, a request shall be made through the Superintendent to the Board of Education.

All meetings of the Advisory Committee shall be open to the public and time shall be made available for public comment in the meeting.

- A. **PHILOSOPHY:** The Board and the Association agree that employee participation in decision making on select issues through site-based decision making procedures is a goal which can provide positive results for the educational program of the Buckley Community School. Site-based decision making is a process for involving employees in the decision making process. The provisions in this article are agreed to for the purpose of establishing the expressed conditions which shall govern the site-based decision making plan in the Buckley Community School.
- B. **SUBMISSION OF PLANS:** All plans must be submitted to the Oversight Committee through the Advisory Committee. All plans submitted to the Board for final approval must have been jointly developed by the Committee and their designated sub-committees and have prior approval of the Association and shall not be implemented without formal action of the Buckley Board. Proposed plans must contain the following elements when applicable:
1. A mission statement and goals consistent with those of the Board.
  2. A statement that the proposed plan(s) is supported by a clear majority of the building staff, or if operated on a consensus format, said statement shall clearly state that the proposed plan is a “consensus position”.
  3. Specifically identify those areas proposed to be within the jurisdiction of the building level staff along with a statement of purpose and intent for each area and the proposed delivery model.
  4. A governance structure which provided equal voting power to all members of the committee.
  5. A statement and detailing of budgetary impact.
  6. Identify professional development needs (e.g., consensus building and leadership workshops, etc.) and anticipated costs to implement the professional development activities.
  7. Provide a schedule for written reports and updates on plan progress to the Board.
  8. Detail an evaluation system which places emphasis on quantitative measurement (e.g., standardized test results, incidents of student discipline, student drop-out rate, student absenteeism, etc.).
  9. When applicable, must detail provisions of the collective bargaining agreement that are anticipated to conflict with the proposed plan and detail alternative provisions in the form of limited deviations from the negotiated agreement for the duration of the plan. The proposed deviations are subject to approval by negotiation between the Board and Association. If the Association and the Board mutually agree, negotiations to resolve the conflict will commence as soon as feasible. If the sides do not agree, the Committee shall find an alternative.
  10. Must detail any existing Board policies and administrative rules which conflict with the proposed plan along with a proposed deviation for the duration of the plan.
  11. Must identify the proposed duration of the plan.
  12. Must detail a dispute resolution procedure for matters arising out of implementation of the plan.
- C. **SIP IMPLEMENTATION:** The Association and the Board are jointly responsible and accountable for the implementation of all approved plans.
- D. **PLAN REJECTION RESOLUTION:** In instances where a proposed plan is rejected in whole or in part, or not renewed, the Board of Education will, in writing, identify their reasons. Any such rejection or non-renewal shall be non-grievable. It is understood by the parties that the Committee shall have the right to appeal any rejected decision to the Board.

E. SIP CONDITIONS: General conditions applicable to a site-based decision making plan are as follows:

1. The maximum duration of a plan will not exceed two (2) semesters at which time it may be submitted for renewal. (This time limit shall not apply to a 3 to 5 year School Improvement Plan promulgated under 1991 PA25.)
2. Plans, recommendations or subsequent actions created by adoption of the same shall not violate the Master Contract(s), State or Federal Law. The parties agree that the following shall not be issues within the purveyance of the process or the Committee:
  - a. Matters pertaining to wages.
  - b. Matters pertaining to fringe benefits.
  - c. Employee performance or evaluation.
  - d. Matters pertaining to grievance(s).
  - e. Employee discipline.
3. The following issues will be considered within the scope of authority of the Advisory Committee and any sub-committees formed by the Committee:
  - a. Safe and orderly environment of the school
  - b. Development and maintenance of a climate of high expectations for all persons in the school setting.
  - c. Development of mission statements and/or goals and objectives that are in harmony with the mission statement of the Buckley Board of Education.
  - d. Instructional Leadership
  - e. Opportunities to learn and student time on-task.
  - f. Home--School relationships and communications.
  - g. Monitoring and reporting of student and educational program progress.
  - h. Monitoring of the requirements of the portfolio option for highly qualified teachers and paraprofessionals under the Elementary and Secondary Education Act (ESEA).

F. COMMITTEE PARTICIPATION - COMPENSATION.

1. The Association will contribute the necessary hours for initial training in the site-based decision making process. Such training will be sponsored by the Association and its expense. The Association and the Board shall have input into the selection of the trainer. The Association shall select the trainer after consideration of the Board's input.
2. Beyond initial training, participation in the Advisory Committee and any sub-committee shall be voluntary when said meeting time is beyond the time of the regular duty day or regularly scheduled staff meetings.
3. Time spent beyond the regular duty day on Advisory Committee or sub-committee projects shall be compensated by hour for hour compensatory time.
4. It is agreed and understood by the parties that payment for these services, including compensatory

time, shall be made using funds so designated by the School State Aid Act. It is further understood that payment for this committee will not come from funds not so designated.

G. PUBLIC ACT 25 GUIDELINES: It is understood by the parties that the established criteria for School Improvement will reflect guidelines outlined in Public Act 25, Section 1277, March, 1990 and will be addressed by all School Improvement Teams (including SIP teams) as follows:

1. Mission statement(s)
2. Goals based on Student Outcomes for all students
3. Curriculum alignment corresponding with those goals.
4. Project/program evaluation processes
5. Staff Development, and building level decision making.

V. The process shall be evaluated on an annual basis at which time the parties will mutually agree whether to continue, modify, or terminate the process.

**ARTICLE XXVII — DURATION OF AGREEMENT**

This Agreement supersedes all previous Agreements between parties and shall be binding upon the Board and the Association and all Employees over whom the Association has jurisdiction as a collective bargaining agent and shall be in full force and effect on all parties until modified, effective as of its signing through August 31, 2012, and thereafter from year to year unless mutually changed by the parties hereto or terminated at the end of any such year in the manner hereinafter provided.

The provisions of this Agreement shall be effective as of its signing and remain in effect until August 31, 2012.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2012.

**Northern Michigan NEA/MEA Buckley  
Education Association**

**Buckley Community Schools  
Board of Education**

By \_\_\_\_\_

By \_\_\_\_\_

President

President

By \_\_\_\_\_

By \_\_\_\_\_

NMEA Staff Director

Vice-President

By \_\_\_\_\_

By \_\_\_\_\_

Chief Spokesperson

Secretary

By \_\_\_\_\_

By \_\_\_\_\_

Chairperson, Negotiating Committee

Treasurer

By \_\_\_\_\_

By \_\_\_\_\_

Negotiating Committee Member

Trustee

By \_\_\_\_\_

By \_\_\_\_\_

Negotiating Committee Member

Trustee

By \_\_\_\_\_

Trustee