

MASTER AGREEMENT

BETWEEN

**BUCKLEY COMMUNITY SCHOOLS
BOARD OF EDUCATION**

AND

**NORTHERN MICHIGAN EDUCATION
ASSOCIATION, MEA/NEA**

BUCKLEY EDUCATION ASSOCIATION

JULY 1, 2017 – JUNE 30, 2019

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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. 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. The right 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— 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 four (4) different preps without consent of the teacher and prior notification to the Association. Study hall supervision shall not constitute assigned teaching time. A secondary teacher who teaches more than four different preps shall be compensated at four percent (4%) of his/her salary.

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(1) 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.
- N. **TEACHING SIXTH PREP:** Any teacher who teaches for an additional 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 additional the result to the gross salary.

ARTICLE V — 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. Adequate storage space in each classroom for instructional materials.
6. Adequate attendance books, paper, pencils, pens, markers, erasers, and other materials required in daily teaching responsibility.
7. 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 may, in its discretion, 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 VI— 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. The administration shall make reasonable efforts to avoid changes in the schedules.
 - 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.
- 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. 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. APPENDIX "B" GUIDELINES. A teacher shall not have tenure in any student activity assignment.

ARTICLE VII— 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.

ARTICLE VIII — 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 WillSub 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. **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.
 4. **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.
 5. **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.
 6. **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.
 7. **DOCTOR'S CERTIFICATE:** A doctor's statement may be required after three (3) consecutive days of absence.
 8. **ADOPTION LEAVE:** The Family Medical Leave Act provides that a teacher may use up to twelve (12) weeks for the placement of a child with the staff member by way of adoption or foster care and/or to care for the child within one year of the child's arrival. A teacher may take up to thirty (30) days of their accumulated sick leave for FMLA leave. A teacher using this provision shall provide the Board with documents supporting their request prior to the Board approving said leave. Should an extension of this leave be necessary, the Board may, at its option, grant said extension.
 9. **BEREAVEMENT:** Employees shall be granted up to five (5) days for death of immediate family members as defined as follows: husband, wife, father, mother, brother, sister, grandchildren, grandparents, grandparents-in-law, father-in-law, mother-in-law, or any other person living in the immediate household for an extended period of time and who is dependent upon the employee, which

would include step parents and step children. One (1) day will be granted for a niece, nephew, aunt, or uncle. Bereavement days will not be taken from sick days.

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 IX— 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 in state 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 X— 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. This provision shall not be interpreted to impair an employee's rights under the federal Family and Medical Leave Act.

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:

- The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to: Twelve workweeks of leave in a 12-month period for:
 - The birth of a child and to care for the newborn child within one year of birth;
 - The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - To care for the employee's spouse, child, or parent who has a serious health condition;
 - A serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
 - Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).
- 1. 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.)
- 2. 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.
- 3. 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.
- 4. 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.
- 5. Military Leave: Military leave shall be granted in accordance with federal law.
- 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. When the need is foreseeable 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 in Board Policy.
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 XI — 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:** To the extent allowed by law, 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, which shall be defined as when the President has granted authorization for said person to use the day for 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 XII — TEACHER MENTORS-PERSONNEL FILES

- A. Board policy shall be followed for teacher evaluations.
 1. In accordance with Section 1526 of the Revised School Code, for the first three (3) years of employment in classroom teaching, a teacher shall be assigned one (1) or more master teachers, or college professors or retired master teachers who shall act as a mentor or mentors to the teacher.

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. Mentors will be paid \$250/semester.
 3. Special consideration will be given whenever extenuating circumstances may call for additional Mentor Teachers from other areas, e.g. if Buckley Community Schools has a large number of probationary teachers at the secondary level, the committee may choose to add high school Mentor Teachers to the committee. This would be reviewed with the committee.
 4. The building principal shall select the assignment(s). The Mentor Teacher assignment shall be subject to review at the end of each semester. Either the Mentor Teacher or the principal may terminate the relationship at that time. Participation as a Mentor Teacher is voluntary and Mentor Teachers' assignments may change each new school year.
 5. The Administration shall notify the Association when a potential mentor is matched with a Bargaining Unit Member (Mentee).
- 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 in the manner allowed by law, MCL 423.503. 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 review of the personnel file will be scheduled and occur within five (5) business days of the date of the request.
 2. A teacher shall be given written notice of inclusion of any materials in the teacher's personnel file which adversely reflect on the character of the teacher's professional services. This written notice shall be given to the teacher within three (3) business days.
 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 to have inserted in the personnel file a statement concerning such material as allowed by law, MCL 423.505.
 4. Contents: Each teacher's file shall contain the following items of information: TB test results, contractually permissible teacher evaluation documents, disciplinary actions, 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 XIII— 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. 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:** Five (5) days (30 hours) per year or such other time as required by law shall be provided for professional development meetings outside of instructional time including two days prior to the start of school. All teachers must attend these meetings unless excused by the administration. 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 XIV — 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.
- 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 promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. **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 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.
- D. **TEACHER REPRESENTATION:** A teacher shall at all times be entitled to have present Association representation if he/she so requests, at investigatory interviews which the employee reasonably believes may result in discipline.

ARTICLE XV — GRIEVANCE PROCEDURE

- A. **GRIEVANCE DEFINED:** A grievance shall be defined as an alleged violation of the express 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 discipline or discharge of any 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; or which involves a prohibited bargaining subject.
 5. Any grievance involving a prohibited bargaining subject.
- B. **SUBMISSION OF GRIEVANCES.** Written grievances, as required herein, shall contain the following:
 1. be signed by the grievant or grievants;
 2. be specific;

3. contain a synopsis of the facts giving rise to the alleged violation;
 4. cite the section or subsections of this contract alleged to have been violated
 5. contain the date of the alleged violation;
 6. specify the relief requested.
- 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 American Arbitration Association (AAA) in accordance with its rules. The rules of AAA 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.
 - 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, unless the arbitrator determines that just cause exists. 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 XVI— 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 XVII— 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. There shall be no such limitation if the vacancy is in a critical shortage area.

- C. **TEACHER PAYROLL OPTION.** Each teacher shall be paid in twenty-six (26) equal installments every other Friday by direct deposit into the teacher's designated account.
- 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. 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 XVIII — 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 pay the hard cap, in effect during the term of this agreement, toward the total cost of the MESSA PAK A medical premium permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

E. Association Members who choose Health Insurance shall have the option of MESSA Choices II or MESSA ABC 1; the plan includes:

Negotiated Life \$50,000 with AD & D Vision VSP-2 Silver

Dental 100/70/70/70: (\$2,000 maximum for class I, II, III; Lifetime maximum Class IV: \$4,000) LTD coverage added - covers 60% monthly salary with a max \$5,000

PAK B for Employees not selecting health insurance

Negotiated Life \$50,000 with AD & D Vision VSP-2 Silver

Dental 100/70/70/70: (\$2,000 maximum for class I,II,III; Lifetime maximum Class IV: \$4,000) LTD coverage added - covers 60% monthly salary with a max \$5,000

Cash in Lieu of PAK A — Employees who decline insurance coverage may receive a cash option as follows. The cash option shall be at the current MESSA Choices II single subscriber rate as additional wages or select a tax sheltered annuity through a Section 125 Plan (see below). In order to participate in this program, the employee must show proof of health insurance under another plan. It is understood that the employer's contribution will reduce the maximum allowable exclusion as defined in the IRS Code. Responsibility for enrollment in the program rests with the employee.

- F. 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 {3/6.5^u} depending on the class schedule) amount of all benefits in relation to their part-time duties.
- G. The employee contribution 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.

ARTICLE XIX — 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. 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 XX — 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 if applicable in any lay-off procedure. Adjustments will only be made in the event of a layoff or where clear error is shown. 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 XXI— 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 XXII— 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 reasonable 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 supersede 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 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.
- H. 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 and the employee's conduct was not negligent or contrary to Board Policy or written administrative directives.
- I. 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.
- J. 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.
- K. 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.

L. Objectionable Materials and Harassment

1. The Employer agrees to take appropriate action to prevent or reduce harassment of bargaining unit members by third parties if in its sole judgment such action is warranted. Bargaining unit members shall notify the Employer of such harassment by a third party in order for the Employer to take appropriate action.

M. 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.

N. 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.

APPENDIX A — SALARY SCHEDULE

2017-18	Step	BA	BA+18	MA	MA+15
	1	30,421	31,426	32,280	33,137
	2	31,888	32,840	33,730	34,629
	3	33,357	34,316	35,252	36,189
	4	34,824	35,862	36,836	37,814
	5	36,293	37,475	38,495	39,517
	6	37,907	39,162	40,226	41,293
	7	39,617	40,924	42,038	43,151
	8	41,396	42,766	43,930	45,093
	9	43,261	44,689	45,907	47,122
	10	45,204	46,701	47,976	49,233
	11-14	48,339	49,911	51,259	52,582
	15-19	50,116	51,717	53,080	54,439
	20-24	51,421	53,024	54,387	55,743
	25+	52,356	53,957	55,321	56,679

For the 2017-2018 school year, the parties agree to a 1.5% increase in the 2016-2017 APPENDIX A SALARY SCHEDULE and a one step advancement on the salary schedule.

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

DAYS TAKEN	ATTENDANCE INCENTIVE* STIPEND
0	\$ 300
1	\$ 200
2	\$ 150

PERSONAL LEAVE DAYS

DAYS TAKEN ATTENDANCE INCENTIVE* STIPEND

0	\$ 210
1	\$ 140
2	\$ 70

- 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: \$15.50 per hour or may accumulate hours and use as comp time.

C. CATEGORY C:

BASKETBALL

Boys' Varsity 8.5%

Boy's Junior Varsity 6.5%

Girls' 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 4%

BASEBALL 8%

SOFTBALL 8%

Junior Varsity Softball 6%

VARSITY VOLLEYBALL 8.5%

Junior Varsity Volleyball 6.5%

Junior High Volleyball

8th Grade 3%

7th Grade 3%

VARSITY TRACK 8%

Junior High Track 4%

CROSS COUNTRY 8%

Junior High Cross Country 4%

CHEERLEADING \$150

COMMITTEE MEMBERSHIP \$25/hour. Teachers will be paid \$25/hour when they meet outside of the school day and are called by the Administration: Student Intervention Teams, Academic Excellence Team, Strategic Planning Committee, Professional Development Teams, and NHS advisory Committee. These meetings are not required. Members who attend will be compensated. Compensation of \$25/hour will be given to members who attend any other meeting(s) pre-approved by Administration.

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.

In accordance with the Public Employment Relations Act (PERA) an emergency manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate this collective bargaining agreement as provided therein.

This clause is included in this agreement because it is legally required by state law.

APPENDIX C — 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 _____

BOARD REPRESENTATIVE SIGNATURE _____

DATE _____

C. Position of Grievant and/or Association _____

ASSOCIATION SIGNATURE _____

DATE _____

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 _____

ARTICLE XXV — 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 June 30, 2019, 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 June 30, 2019 with a wage re-opener for the 2018-2019 school year.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 19th day of December, 2017.

Northern Michigan NEA/MEA Buckley
Education Association

By Michael J. Z...
President

By Deborah...
NMEA Staff Director

By Ronald...
Chief Spokesperson

By Danny White
Chairperson, Negotiating Committee

By Cassandra L. Chappel
Negotiating Committee Member

By Kacey McKeon
Negotiating Committee Member

Buckley Community Schools
Board of Education

By Matt...
President

By Sam...
Vice-President

By Susan...
Secretary

By Matthew...
Treasurer

By JD...
Trustee

By John...
Trustee

By Ben...
Trustee

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