

MASTER AGREEMENT

BETWEEN THE

BULLOCK CREEK SCHOOL DISTRICT

AND THE

BULLOCK CREEK EDUCATION ASSOCIATION

In effect until the last day prior to the 2013-2014 school year.

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PREAMBLE

This Agreement is entered into by and between the Bullock Creek Education Association, hereinafter called the "Association," and the School District of Bullock Creek, the County of Midland, Michigan, hereinafter called the "District."

The District, in accordance with the Consent Election of February 1966, has an obligation pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment.

ARTICLE I RECOGNITION

A. The District recognizes the Association as the exclusive bargaining representative in accordance with Act 379 of the Public Act of 1965 which is an amendment to Act 336 of the Public Act of 1947 of all certified teaching personnel under contract with the District, excluding: Superintendent, Assistant Superintendent, Principal, Assistant Principal, Directors, Supervisors and Consultant-Coordinator as defined by the State of Michigan Labor Mediation Board in agreement for Consent Election, February, 1966.

1. Building trades per memorandum dated 2/19/85.
2. Psychologist per memorandum dated 6/11/85.
3. Representation by and membership in the Teachers' bargaining unit do not include teachers/persons whose sole employment by the Bullock Creek School District is in any of the positions identified in Article XVII, Compensation, Section B, Auxiliary Compensation or Temporary/Substitute Teachers.

This paragraph shall not apply if such classes become part of the regular school day program and follow the school calendar.

4. The District recognizes the Association as the exclusive bargaining representative of all Guidance Counselors employed by the District.
- B. The term "Teacher" hereinafter used in this Agreement shall refer to all employees represented by the "Bargaining Unit" as above defined and reference to male Teachers shall include female Teachers.
- C. Nothing contained herein shall be construed to deny or restrict to any Teacher or the District rights he or it may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to Teachers

or the District hereinafter shall not be deemed to limit any rights which any Teacher or the District would have in absence of this Agreement. The rights granted to Teachers hereunder shall be in addition to those provided elsewhere.

ARTICLE II BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Bullock Creek School District with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

ARTICLE III ASSOCIATION AND TEACHER RIGHTS

- A. The Association may request the use of school building facilities through the Building Principal or his/her representative for its meetings the same as any other school related group.
- B. One bulletin board shall be provided in each school building on which the Association may post notices for its activities and matters of Association concern. A notice will be given to the Building Principal or his/her representative that material has been placed on this bulletin board. The Association may use the District mail service and Teacher mail boxes for communications to Teachers.
- C. The District agrees that it is in the public interest to make available pursuant to a written request and within a reasonable time, information concerning the District in accordance with existing statutes.
- D. The private and personal life of any Teacher is not within the appropriate concern or attention of the District as long as it is consistent with the standards of the teaching profession and the law.
- E. A telephone shall be made available to Teachers. A telephone shall be made available to Teachers for private conversations, confidential in nature and which apply specifically to student confidentiality. Toll calls on matters directly relating to student-teacher problems will be permitted with the approval of the building principal or his/her representative.

- F. The Association may request the use of school facilities and equipment for Association related activities at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies, page charges, repairs and damages, if same applies incident to such use.
- G. Each Teacher shall have the right upon request to review the contents of his/her personal and personnel files in the presence of the Administrator or designee charged with the custodianship of said records. A representative of the Association may, at the Teacher's request, accompany the Teacher in this review. Personal files are temporary in nature and will be purged after 18 months or as allowed for in PERA. While personnel files are permanent in nature, a teacher may through a process granted by the Mater Agreement, PERA or any other rights granted by law have materials found to be inappropriate or in error expunged from the file.
- H. Any Teacher who shall be transferred to an administrative or executive position and shall later return to Teacher status shall be entitled to retain such rights as he/she may have had under this Agreement or the Tenure Act prior to such a transfer. Furthermore, any Administrator or Executive returning to Teacher status will only return with the seniority that he/she accumulated as a Teacher within the bargaining unit.
- I. Teachers choosing to attend the monthly after-school Association meeting will be allowed to leave at the end of the student day, if necessary, to permit sufficient time to drive to the meeting.

ARTICLE IV TEACHING HOURS

- A. The school day for Teachers shall be 7 hours and 20 minutes.

On Friday or days preceding holidays or vacation, the Teachers' day shall end at the close of the student day, providing that the Teacher shall in no way be exonerated from his/her responsibility of completing necessary work and leaving his/her room and material in proper order.

The 7 hours and 20-minute school day shall be defined in the following manner:

- 1. All teachers will be required to report before the student day begins. Report and end times for the Teacher will be determined by the building administrator, but shall not exceed 20 total minutes before and after the students' official day.

2. a. Elementary. The first fifteen (15) minutes of the student day shall be used as interactive time between the Teacher and students. This time shall be used to assist students with cognitive and affective needs.

b. Secondary. Fifteen (15) minutes prior to the official start of the students' day will be used as interactive time between Teacher(s) and students.
 3. The remaining 6 hours and 45 minutes of the day will be assigned to the Teacher in the classroom, preparation time, lunch, travel, hall-passing time, etc., in accordance with the Master Agreement.
- B. All Teachers are to be granted a duty free lunch period of thirty (30) minutes, subject to schedule by the Principal.
 - C. Elementary Teachers will not be required to be in the classroom when special Teachers of music, physical education, art, comprehensive guidance, and library are scheduled and present to take over their classes – the intent of which is to give approximately three hundred forty (340) minutes preparation time per week to elementary Teachers. The District will hire substitutes for special Teachers of music, physical education, art, comprehensive guidance, and library when the special Teacher is unavailable and when proper notification is given in accordance with the Contract.
 - D. Special Teachers in elementary music, physical education, art, and librarians shall be entitled to the same released time from classroom instruction as specified in Paragraph C above and Paragraph E below.
 - E. Elementary Teachers will be relieved of playground duty and supervision of lunchroom during noon hour. The purpose of this released time is to provide additional preparation time for each elementary classroom Teacher during each day.
 - F. Teachers may be required to participate per calendar month in five hours of meetings, committees, or committee work outside of the regular school day. Participation in any meetings, committees, or committee work outside of the five-hour period shall be voluntary at the Teacher's discretion.
 1. Teachers must be notified in writing two work days prior to such meetings.
 2. Each spring, Building Administrators will seek input from the Teachers as to the most advantageous day(s) of the week to schedule the next year's regular meetings.

3. Teachers should make these meetings a priority; however, if a conflict requires the Teacher to be unable to attend the meeting, it is his/her responsibility to seek prior approval of absence from the Building Administrator. The Building Administrator will direct the Teacher as to how or when the content of the meeting missed will be acquired, based on an individual's professional needs.
- G. On a voluntary basis with the mutual agreement of a Teacher and his/her Administrator, a class may be offered at an alternative time to the regular school day.
1. The Teacher's normal work week shall remain at 36 hours 40 minutes.
 2. The Teacher's normal teaching load and assignment per semester shall remain as designated in Article V.
 3. The Teacher shall be entitled to all normal lunch and preparation periods.
- H. Professional Development:
1. Teachers will be required to acquire the professional development hours as mandated by the State of Michigan with the assistance of the District.
 2. All new Teachers will be required to attend Orientation Day scheduled prior to the beginning of the school year.
 3. Attendance at any professional development meeting outside of the defined school year is voluntary for all Teachers. The form in Appendix 9 will be completed and turned in to administration for the above work request. The staff member may sign to indicate willingness to participate. Teachers attending such meetings which have previously been approved by the Administration will be compensated .085% of the B.A. base salary as an hourly rate.
- I. When a teacher is required to travel during the school day between building assignments, the Superintendent, a Building Administrator from the building assignment, the traveling Teacher and Association President will meet to determine the amount of travel time needed to move from one assignment to another.

ARTICLE V
TEACHING LOAD AND ASSIGNMENTS

A. Secondary (grades 6-12) Teaching Hours

1. The normal daily teaching load shall be five (5) academic classes.
2. Each Teacher will be assigned at least one (1) preparation period equal to the length of a normal class period. In cases where it is necessary for a Teacher's assignment to include classes at both the Middle School and High School, a request may be made to the Assignment Committee for a split preparation period.

Such a request shall be submitted by the District in writing to the chairperson of said Committee and shall allow adequate time for consideration by the Committee.

In no case is the total preparation time of any Secondary Teacher to equal less than that of a normal class period.

3. Any preparation periods scheduled at the end of the day may, at the Teacher's discretion, be shortened on Fridays or days before holidays in order to accommodate Article IV, paragraph A. Any Teacher leaving before the normal departure time must notify the Building Administrator prior to departure.
4. Teachers will not be assigned more than two (2) study halls per day as a regular assignment.
5. The normal number of preparations per semester, whenever possible, will be three (3) or less and the number of preparations will be distributed as nearly equal as possible within High School departments and among Teachers in the Middle School.

No Teacher will have more than three (3) preparations per semester unless he/she has taught three (3) of the preparations during the previous two (2) year period.

In cases where a Teacher voluntarily transfers wholly or partially from the Middle School to the High School or vice versa, a request may be submitted to the Assignment Committee for that Teacher to accept more than the negotiated number of new preparations. New hires may be handled in the same manner.

Such a request shall be submitted by the District in writing to the chairperson of said Committee and shall allow adequate time for consideration by the Committee.

6. This provision shall not prohibit the institution of homeroom or advisement groups providing that supervision of such groups by the faculty shall not entail more than two hours per month in secondary schools. It is agreed by the parties that the individual Teacher will not be responsible for any preparation regarding a homeroom.
7. Definition of Preparation—Act or process of making ready to teach a particular course. Two or more sections of the same course would be considered only one preparation. Each different course taught would be considered a different preparation.
8. The Assignment Committee shall consist of the Teacher whose assignment is in question (or his/her designee), a member of the Association's Negotiation Team, a member of the Association's Negotiation Committee, a member of the Association's Executive Committee, one other Teacher, and the Building Principal. Except for the particular Teacher whose assignment is being considered, the Association President shall appoint committee members with approval of the Executive Committee.

The Assignment Committee shall convene by request to consider deviations from the Contract norm as outlined in Paragraphs A., 2. and 5. of this Article. Approval or denial of requested deviation(s) will be given in writing to the District by the Association based on a majority vote of the Assignment Committee members.

B. Elementary Teaching Hours

1. The normal teaching load in the elementary school shall consist of a maximum of 25 hours and 35 minutes per week of in-class instruction time with the length of period and frequency of recitation to be determined by the Teacher and Principal.
2. The 25 hours and 35 minutes per week of elementary instruction time does not include supervision of students before and after school, when students are eating lunch, noon recess, or the time when students receive instruction from special teaching personnel, such as music, physical education, art, comprehensive guidance, and library. The elementary instructional time is time spent by a classroom Teacher providing instruction for his/her class. In no case shall this be interpreted in such a way to exceed the school day for Teachers as defined in Article IV - Paragraph A.

3. Instruction time for special teaching personnel, such as music, physical education, art, comprehensive guidance, and library shall be clearly defined in the beginning of each school year. The input and participation in the process shall include the personnel impacted by such decision, the elementary Principals, and an Association representative.
4. Diagnostic Reading Lab Assignment
 - a. The thirty minutes of preparation time per week being offered the diagnostic reading lab bargaining unit member participants are additional minutes scheduled for the members beyond the contracted elementary preparation time of 340 minutes per week as defined in Article IV, Section C.
 - b. This additional preparation time will be used for the purpose of collaborating lesson planning with the diagnostic reading lab teachers and is the main criteria used by the administration for determining this extra needed preparation time for the program's success.
 - c. Unit members participating in the diagnostic reading lab will not be asked to prepare instruction for their classroom during the weekly thirty minute preparation time. During this thirty minute preparation time, a certified bargaining unit member will be instructing the regular classroom to allow for this additional release time from instruction.
 - d. In addition, when the bargaining unit, diagnostic reading lab teacher is absent, an appropriate substitute will be provided and available in the lab during the Teacher's absence. Other Teachers in the building will not be pulled from their regular assignments to cover as substitutes for the diagnostic reading lab teacher.
 - e. The additional thirty minutes preparation time per week will only be given to diagnostic reading lab bargaining unit member participants. If the program were to be discontinued, all elementary members will be given the preparation time of 340 minutes per week as defined in the Master Agreement.
 - f. If a diagnostic reading lab program were to be offered in any other building in the Bullock Creek district, the bargaining unit members participating in the program will be scheduled the same additional thirty minutes per week preparation time as the Floyd Elementary program members are being scheduled.

- C. Tentative assignments of classes by the Superintendent or his/her designee shall be made by the first work day following the regular May Board of Education meeting. All Teachers shall be given written notice by the Principal of each specific class they are to be assigned the next year no later than fourteen (14) days before the start of said school year.
- D. Tentative assignments shall include subjects or subject area to be taught, school and grade(s). Changes in assignments and/or specific classes to be taught, after written notification, will not be made without prior conference with the Teacher and the Principal or Superintendent; and then only to provide for an overall better balanced school system.
- E. The overall student to classroom Teacher ratio shall not exceed thirty (30) to one (1). In addition, the total number of students in a single classroom shall not exceed thirty (30) with only one (1) Teacher in said classroom. Exceptions to this shall be the gym classes which will be limited to thirty-eight (38); music classes which shall be limited by mutual agreement of the Principal, Association representative and the instructor, and keyboarding classes which shall be limited to thirty-five (35), and multiple grade regular elementary classrooms shall be limited to twenty-five (25). Young Fives classrooms will be limited to twenty (20). These ratios shall be complied with by each official state count day.
- F. The distribution of students in classes shall be equitable as possible, with due consideration given to the following: distribution of students in the district; characteristics of the classes or subjects; individual student capacities and welfare; and administrative responsibility and effectiveness. A count day report indicating class sizes within each grade level across the District will be made available to the Association upon request. The evaluation committee will continue to meet to create an evaluation tool that corresponds with legislation to be implemented prior to January 1, 2014. One of the topics to be discussed is classroom equity in regard to parent requests.

In grades 6 through 12, once students are placed according to contract limitations, in the event there are unusual circumstances where the class size exceeds the limit of thirty (30) student bodies any time after each official state count day, a committee will be established to discuss the situation and come to an agreement to allow an increase of the class size up to a limit of thirty-two (32) bodies. An exception to this will be for gym class, which will be limited to thirty-eight (38) bodies with a possible increase up to a limit of forty (40) bodies. The committee will consist of two Teachers in the grade level/building level department, a representative from the BCEA leadership, and up to three Administrators. For each student over thirty (30) in a grade 6 through 12 classroom, the teacher will be paid at a rate equal to .00511 of step 0 of base salary per class period per term/semester. The stipend shall

be paid in a lump sum on the pay period prior to the end of each term/semester of the overload. The language in this paragraph will sunset at the conclusion of the contract.

- G. In grades where the Administration groups children homogeneously by use of standardized tests, and when such groupings shall include groups designated by the Principal as low achievers, then such class shall be limited to fewer than twenty-five (25) students per classroom Teacher.
- H. Teachers are expected to attend parent-teacher meetings when requested to do so by the Principal.
- I. Adequate off-street parking facilities shall be provided, properly maintained, and identified exclusively for Teachers.
- J. The board will make every effort to secure a substitute teacher in order to prevent situations that could cause regular staff to be used as a substitute. In the event of an emergency, which requires a Teacher to leave the classroom, another Teacher may voluntarily substitute for him/her, at the Teacher's request, during his/her preparation period. When an Administrator asks a Teacher to substitute during his/her planning period it is expressly understood that it is on a voluntary basis by the Teacher.
- K. The District will provide a place in each existing library for teaching reference material. The librarian will be responsible for operation and upkeep of this area. The intent is to provide an accumulation point for Teacher owned and District owned reference materials.
- L. Instructional Consultation Team (ICT) program positions.
 - 1. ICT facilitator and team member participation is voluntary, and teachers will not be placed involuntarily in these assignments by the district as a duty after school or during the regular school day.
 - 2. The full-time facilitator of the ICT team will take on the majority of the case studies.
 - 3. The full-time facilitator of the ICT process will follow a regular teacher's daily schedule for required report and end times of the day as defined in the Master Agreement and Article IV. A.
 - 4. The full-time facilitator will receive an equivalent amount of time as a regular elementary teacher would have for classroom instruction as provided in the Master Agreement in Article V., for facilitating the process, instructing teachers, planning with teachers for each case

and/or whatever other duties related to the ICT process the facilitator determines necessary to accomplish the goals of the program.

5. The full-time facilitator or a part-time facilitator will not be pulled from their ICT duties to substitute for a teacher except for emergencies as defined in the Master Agreement in Article V. J.
6. The full time facilitator of the ICT process will receive the same preparation time as a regular elementary teacher as provided in the Master Agreement, and that during this preparation time, the facilitator will be in charge of planning ICT team meetings, planning for team trainings, and planning for staff development through newsletters, updates, discussions and power point presentations.
7. The duties of the full time ICT facilitator will not include evaluating, in any manner, the actions or inactions of a Teacher or other member of the BCEA.
8. Information about the cases of the ICT team will be kept confidential, and that if any discussion on the case takes place outside of the team meeting or with the parties not involved in the ICT team process, than the participating Teacher(s) will be present.
9. After-school hour professional development facilitation done by the full-time facilitator will be compensated at a rate of .085% of the base salary pay.
10. ICT team members that are members of the Bullock Creek Education Association will be compensated at the Auxiliary Compensation rate defined in Article XVII. B. 3. Classification VII – 1%.
11. The future positions of the ICT facilitator buddies and part-time ICT facilitator/part-time teacher positions job descriptions will be negotiated with the BCEA and the District.
12. The full-time facilitator will be evaluated using one of the evaluation instruments provided for in the Master Agreement.
13. If a full-time or part-time ICT facilitator's position is terminated, whether for lack of funding, ineffective performance, or discontinuation of the program, then the ICT facilitator will be given all rights as granted under Article IX of the Master Agreement.
14. Any ICT training expected of any bargaining unit member will be paid at full expense to the District. This would include registration fees, travel expenses, accommodation expenses, meals, and other related

expenses incurred as a result of the member participating in the training.

15. The ICT facilitator would not be expected to be involved in the IST process that is used for student.

M. Mainstreaming of Special Education Students

1. For the purpose of this paragraph, a mainstreamed student shall be defined as any student who has been properly screened by Individual Educational Planning Team (I.E.P.T) procedures, has a resultant individually prescribed educational program and has been integrated into a regular classroom.
2. At the elementary level, a student must be present in the regular education classroom greater than 2.5 hours during the school day to be considered a mainstreamed student for purposes of figuring class size.
3. Students whose individually prescribed educational programs include only speech education, occupational therapy, and/or physical therapy shall not be considered mainstreamed students for purposes of figuring class size.
4. One mainstreamed student shall be counted as two regular students for the purpose of determining class size. When two mainstreamed students are present in a classroom, they shall be counted as three regular students. If three are scheduled into a regular classroom, they will count as five students. If four are scheduled they shall count as six. For any additional students mainstreamed in the same classroom, the preceding ratios shall be repeated.
5. The number of mainstreamed students in any class by the Fall count day shall not exceed the state case load limits for an L. D. Teacher.
6. The distribution of mainstreamed students in K-5 classes shall be as equitable as possible at each grade level within a building by the Fall count day.
7. If the maximum class size count is exceeded by the fifth day of student attendance, the District will honor a request initiated by the affected Teacher for paraprofessional (aide) assistance. If the maximum class size is exceeded during the school year by the addition of a new student the affected Teacher shall initiate a request within a five day period following the existence of conditions qualifying a Teacher for such assistance. All such requests must be made in writing to the

Building Principal. The Principal shall have up to five student days after receiving the Teacher's request to provide the Teacher the required aide time. If a Teacher has been assigned a paraprofessional and the class size is subsequently reduced below the qualification point, the assistance provided will be rescinded.

8. When the class size count exceeds the negotiated limits for an elementary classroom (Grades K-5), the Teacher may initiate a request for one (1) hour of paraprofessional (aide) assistance per day for each student over maximum.
 9. In the secondary classroom (Grades 6-12), the Teacher may initiate a request when a class section exceeds the negotiated limit for that class. One hour of paraprofessional (aide) assistance per week will be provided for a Teacher whose class size is one (1) student over maximum, or two (2) hours per week when it is two students over maximum, etc.
- N. The Bullock Creek Board of Education and the Bullock Creek Education Association agree to the following standards regarding co-taught classes in the District:
1. In a co-taught classroom where one regular education Teacher and one special education Teacher are assigned, the weightedness formula shall be waived.
 2. The total number of students in a co-taught classroom shall not exceed thirty (30) students.
 3. In the event there are unusual circumstances and the co-taught class exceeds the limit of thirty (30) students, a committee will be established to discuss the situation and come to an agreement. The committee will consist of the co-taught Teachers, a representative from the BCEA, and an Administrator.

ARTICLE VI VACANCIES, PROMOTIONS, AND TRANSFERS

- A. Requests by a Teacher for transfer to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade, or position sought and the applicant's academic qualification. Such requests shall be submitted by April 1, of the current school year to assure active consideration by the District for the following year. (See Appendix 5-A.)

- B. In the event a staff transfer becomes necessary, the Superintendent will first consider transferring an individual who has a request for transfer on file or a staff member who has expressed an interest in a posted position to the Superintendent. If no such requests have been made, the following criteria in the order listed will be considered in determining who, of those staff members qualified (as defined in Article IX) for the position, will be transferred.
1. Seniority (least senior considered for transfer first).
 2. Number of previous such transfers (people who have not been transferred involuntarily considered first).
 3. Qualifications and teaching experience in the area to which transfer is being considered (greater qualifications and teaching experience considered positively).

Involuntary transfer shall be made only when, in the judgment of the Board of Education, it will serve the best interests of the students, school district, or community.

- C. A vacancy shall be defined for purposes of this Contract as a position previously held by a Teacher or when a new position is created that is part of the Bargaining Unit as defined by the recognition clause of this Contract.

A position previously held by a Teacher will be determined to be a vacancy when the leaving Teacher retires, takes a leave of absence of 180 days (recognizing the provisions of Article VII), resigns, or passes away.

- D. Vacancies will be posted by the Superintendent or his/her designee in each building during the school year. When school is not in session, postings shall be accomplished by e-mailing, or mailing (as designated by the Teacher), a copy of the posting to each Teacher. Interested Teachers shall apply for posted vacancies or newly-created positions in writing within ten (10) working days to be considered. If a vacancy occurs between the dates of April 1 through the regular May Board meeting:

1. The Association will be notified of the vacancy(s).
2. The posting period will be reduced to two (2) working days.

Any posting may be waived with mutual agreement of the Superintendent and the Association President or their designees for staffing and/or assignment purposes. When posting is accomplished by e-mail, or mail (as designated by the Teacher), the time limit established to respond shall be extended to fourteen (14) calendar days of the date of the mailing.

If the vacancy occurs between the dates of August 1 through the first day of instruction for the school year, the posting will be accomplished by e-mail, or mailing (as designated by the Teacher), and the time limit established to respond shall be set at five (5) calendar days of the date of the mailing. The Bullock Creek Education Association shall pay postage costs for such mailings to Teachers when school is not in session. An invoice for these costs will be given by the District to the Association Treasurer.

- E. Teaching positions in summer school and drivers' education program will be filled first from the list of qualified applicants regularly employed by the District the school year preceding the summer school or drivers' educational program. Guest Teachers may be employed if there are not enough qualified applicants.

ARTICLE VII LEAVES

- A. At the beginning of 2011-12 school year each Teacher shall be credited with thirteen (13) days of paid leave, the unused portion of which shall accumulate. At the beginning of 2012-13 school year each Teacher shall be credited with twelve (12) days of paid leave, the unused portion of which shall accumulate. The leave days may be taken by a Teacher for the following reasons and subject to the following conditions:
 - 1. Personal Illness or Disability—This “Sick Leave” applies only to absences resulting from illness, disability, or injury of the Teacher. A doctor's certificate or statement may be required after an absence of three (3) consecutive days.
 - 2. Illness in the Immediate Family – Immediate family includes mother, mother-in-law, father, father-in-law, grandparents, grandchild, spouse, child, sister, brother, or any other member of the immediate family unit living in the same household no matter what the degree of relationship. Not more than twenty (20) paid leave days may be used in any school year for family illness (five (5) days for unrelated adults) unless a life-threatening condition exists.
 - 3. Death in the Immediate Family – Limited to five (5) days per death.
 - 4. For the reason set out in a., b., and c., below a combined total of three (3) days can be used in any one (1) school year:
 - a. Death of someone not in the Teacher's immediate family.
 - b. Emergency—Any sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

- c. Child born to or adopted by an immediate family member. Three (3) days is the total for 4 a., 4 b., and 4 c. The Teacher is not entitled to three (3) days under 4 a., three (3) days under 4 b., and three (3) days under 4 c.
 - 5. The disabling aspects of pregnancy during the school year shall be treated the same as any other illness or disability. If the pregnancy causes the Teacher to exhaust her accumulated paid leave total, the balance of her absence as determined by the attending physician will be granted without pay. All other benefits will be continued as per the Master Agreement.

After the above leave, the Teacher will provide a written notice to the District from the attending physician regarding her ability to resume the duties of her position.
 - 6. Paid leave days may be used for up to a maximum of twenty (20) days for the adoption of a son or daughter.
 - 7. Paid leave days may be used by a father for the birth of a son or daughter for up to a maximum of fifteen (15) days.
- B. A Teacher who has exhausted his/her cumulative paid leave will be considered for a loan up to thirty (30) days of additional sick leave at the rate of five (5) days per year of employment for his/her own personal illness or temporary disability only. The decision of the Board will be final and non-grievable.
- C. Each Teacher will be granted four (4) personal days in the 2011-12 school year and granted five (5) personal days in the 2012-13 school year. Any unused personal days may be carried over to the next year, allowing an accumulation of six (6) such days. If, at the end of a school year, there remains six (6) personal days, additional personal days shall become additional accumulated "Paid Leave" days as defined in Article VII, A.

Personal days will not be granted the first or last week of the school year, except in case of emergency or extreme circumstance. In those cases an application may be made to the Superintendent for an exception. The decision of the Superintendent is final and non-precedent setting. A maximum of two (2) Teachers per building may qualify on any given day. Notice must be given to the Principal one (1) week in advance, except in an emergency. (See Form in Appendix 3BB).

No more than three (3) personal days may be used consecutively unless special permission is granted by the Superintendent. Requests should be in writing/email to the Superintendent.

Association members will be able to give a personal day to other Association members for unique and unusual circumstances with approval of Superintendent or designee and Association Representatives. There will be a limit of no more than four (4) days given to any one member at a time per year with a limit of twelve (12) days given to the Association as a whole to use per school year. (See Form in Appendix 6A).

- D. Each Teacher shall be furnished a written statement at the beginning of each school year setting forth his/her total unused accumulated paid leave.
- E. When time is requested for attendance at instructional conferences, conventions, and visitation, and if attendance is approved by the Superintendent, then the Teacher shall be paid for the excused absence. Ordinarily, visitation shall not be as a part of course credit.
- F. Six (6) days or twelve (12) half-days will be granted to the Association for members to attend conferences providing other members of the staff will cover their classes so no expense will be incurred by the District. If classes are not covered, the Association will pay for a substitute Teacher. Any absences under this Article shall be cleared with the Principal and proper arrangements made with the covering Teachers and reported to the Principal on the form provided, at least five (5) days in advance. (See Forms in Appendix 3AA and 3BB).
- G. The Board shall carry Worker's Compensation so that a Teacher disabled from an injury or disease due to his/her employment may receive medical attention, and weekly benefits. Such insurance shall cover all benefits required by Michigan's Worker's Compensation Act. If a Teacher uses his/her paid leave while on Worker's Compensation, it shall be deducted on a proportional basis.
- H. In case of paid absences, notification of the expected absence should be given to the SubFinder system prior to 7:00 a.m. by elementary Teachers and at least one hour prior to the beginning class time by secondary Teachers on the day of the absence. Failure to meet this requirement may result in forfeiture of pay for the day. In the case where SubFinder is not operational, Teachers are directed to contact his/her Building Administrator.
- I. Daily deductions of salary (if any occur) will be figured by using the annual salary rate at the time of the absence divided by 192. The 192 days include the five paid holidays of Labor Day, Thanksgiving, Christmas, New Year's Day and Memorial Day.
- J. A Confirmation of Absence from Service Form as per Appendix 3AA must be filed in duplicate with the Building Principal to cover absences and should be

in the Superintendent's office at least five (5) days prior to the payday to be considered. If this form is not filed, pay may be withheld. Upon disposition by the Building Principal, the duplicate shall be returned to the Teacher.

- K. A Teacher shall be allowed to be absent when called for jury duty. The absence for jury duty, school-related subpoena, or subpoenaed as a witness in a criminal trial will not be deductible from any other leave. The Board of Education will supplement his/her jury fee to the extent not to exceed what he/she would have received in net pay had he/she not have been compelled to appear for the court. Teachers excused from court appearances before noon during a school day, must report at school immediately upon being released by the court in order to receive pay under this paragraph.

If teachers are subpoenaed for reasons not listed above, at the teacher's discretion personal days, emergency days, or deduction days must be used for court appearances.

L. Unpaid Leaves of Absence

1. Maternity Leave

- a. Maternity leave without pay may be granted to female Teachers.
- b. A written request for maternity leave shall be submitted to the Board of Education.
- c. Such a request shall specify a beginning date as well as a termination date of the leave.
- d. Reinstatement shall be to the Teacher's former position or to a similar position for which she is qualified and certified.
- e. It is understood that the foregoing shall not supersede provisions for layoff or other provision of law or this Contract.
- f. In the event of miscarriage or death of the object child of the leave, the leave of absence may be terminated upon request of the Teacher.
- g. The Teacher may request in writing to the Board an extension of leave taken under this Article. Extension of leave will be at the discretion of the Board.
- h. Upon reinstatement the Teacher taking leave hereunder will be entitled to accrued experience and paid leave accumulated prior to the start of said leave.

2. Child Care and Child Adoption—A leave of absence for up to one (1) year may be granted to any Teacher for the purpose of child care or child adoption. Such leave whenever possible, should be requested at least ninety (90) days prior to the expected date of leave.
3. Education Leave—A leave of absence for up to one (1) year may be granted to any tenure Teacher, who applies for the purpose of engaging in study at an accredited college or university in a field related to his/her professional teaching responsibilities.
4. Voluntary Leave
 - a. A Teacher (or Teachers) with greater seniority than those selected for lay-off may request a one-year unpaid leave of absence, provided such a leave will result in the prevention of a District Teacher being laid off or the immediate re-hiring of a District Teacher already on lay-off. Voluntary leaves shall be granted or not granted, at the sole discretion of the Board. The Board's decisions are final and non-grievable.
 - b. Such a request shall be in writing and shall be for the duration of a full school year. Generally it shall be submitted to the Board prior to May 1 of the calendar year in which the leave is to begin. One-year renewals may be requested in writing. Such leaves and renewals will be at the discretion of the Board.
 - c. Any Teacher on voluntary leave shall be given credit for service to the District on the seniority list during the duration of the leave.
 - d. A Teacher returning from voluntary leave shall be reassigned to the position held prior to the leave, provided such a position still exists. If the Teacher's position no longer exists then reassignment shall be to a similar position for which he/she is certified and qualified.
 - e. Voluntary leaves may be canceled by mutual consent of the Board and the affected Teacher.
 - f. A Teacher on voluntary leave shall receive full benefits outlined in Article XVIII.
5. A Teacher may be granted the following leaves and shall be assigned to the position held prior to the leave provided such a position still exists.

- a. Types of Leaves
 - 1) A leave for up to one year to participate in a state or federally funded grant.
 - 2) A leave for up to one year to hold public or appointed office.
 - 3) A leave for up to one year to hold office in the Michigan Education Association or the National Education Association.
 - b. Provisions for Leaves
 - 1) When a Teacher is granted a leave of one (1) year or less, his/her position shall be posted as a temporary vacancy. Said Teacher is also eligible to request a transfer to any other vacancy for which he/she is certified and qualified.
 - 2) The extension of a leave cancels the “temporary” vacancy classification and the position will be posted as a vacancy. A Teacher returning from such an extension of a leave of absence will not be guaranteed the former position and may be placed in a position for which he/she is certified and qualified.
6. A Teacher may be granted the following leaves and upon return shall be assigned under the provisions of this article, Section 7C.
- a. A leave for up to one year to take employment outside of K-12 education.
 - b. A leave for up to one year to serve in any branch of the Armed Services of the United States. The leave of absence shall be automatic; however, the employee shall provide the employer as much notice as possible. Any member who serves for the United States in this capacity will retain all rights granted by law. The employee shall have the right to return to active employment immediately upon return from active duty or at any time thereafter up to the start of the school year immediately following the end of his/her period of active duty. The employee shall return to a position for which he/she is qualified and certified. The returning employee shall have seniority and shall be paid on the salary schedule as if he/she did not leave active employment with the District.

- c. A leave of absence of up to one year may be granted to any Teacher, upon written application, for the purpose of participating in Board approved exchange teaching programs in other school districts, states, territories, or countries, foreign or military teaching programs; the Peace Corps, or Teachers Corp. as a full time participant in such programs.

7. General Provisions for Leaves

- a. Unpaid leaves for one (1) year shall be requested in writing. A date for the termination of the leave shall be specified in the request. For leaves of less than a full year, the written request shall specify the date the Teacher will return. A Teacher on an unpaid leave for a full year, wishing to return, must file a written notice with the Superintendent sixty (60) days prior to the return or in the case of a leave terminating at the end of a school year, no later than April 1 of the year the leave is to terminate.
- b. For Teachers returning from unpaid leave, reasonable effort will be made by the Teacher and the Board to make the end of the leave coincide with the start of a school year.
- c. For Teachers returning from an unpaid leave, reasonable effort will be made to assign the Teacher to the same or comparable position; however, Teachers will not be guaranteed their former assignment and may be placed in a position for which they are certified and qualified. (See Special Provision for voluntary leave, Article VII, L. 4 and other unpaid leaves Article VII, L. 5).
- d. If requested by a Teacher in writing, unpaid leaves may be renewable annually only upon approval of the Board.
- e. Upon recommendation of the Superintendent, the Board, at its own expense, may require a Teacher to submit to a physical or mental examination by a specialist approved by the Board to determine whether an involuntary sick leave is warranted.
- f. A Teacher returning from an unpaid leave or an extension shall not receive credit toward any step increase for the time lost due to the leave, but upon return to duty shall get credit for the full semesters completed before leaving. He/she will also be entitled to paid leave accumulated prior to the start of said leave or extension of leave.

- g. If a Teacher does not comply with the above conditions, the right to such leaves and/or the right to return may be denied by the Board.

- M. A leave of absence for up to one (1) year shall be granted to any Teacher whose personal illness extends beyond the period of accumulated sick leave. This medical leave may be granted upon presentation of a physician's statement that the Teacher is unable to continue in his/her position. It shall be within the right of the Board to have the Teacher examined by a physician, designated and paid for by the Board prior to granting such a leave. Should the first two physicians disagree as to the necessity of the leave, the Teacher shall be examined by a third physician, designated and paid for by the Board, whose decision shall be final in determining the need for the leave. Any leave or leave extension shall be without compensation. However, during this period of up to one (1) year, the Board shall continue to pay the health insurance premium of the employee only. If, at the end of this period of up to one (1) year it is determined by the physician that the Teacher is unable to return to his/her position, the Board may grant an extension of up to one (1) year and, if granted, shall be responsible for paying one half (1/2) of the cost of the employee's health insurance. The employee on the health leave extension must prepay the cost of his/her portion of the health insurance before the premium due date or the Board has no obligation to continue coverage. At the end of the extension of up to one (1) year, the Teacher must either return or resign unless a special extension is recommended by the Superintendent of Schools and approved by the Board of Education. The Board may request a second opinion by a physician designated and paid for by the Board prior to granting any leave extension of any kind. After an extended personal illness, the Teacher will present a statement from a physician approved by the Board that the Teacher is ready to return from medical leave. The Teacher shall be returned to a position for which he/she is certified and qualified and has sufficient seniority to hold.

ARTICLE VIII TEACHER EVALUATION

- A. Purpose
 - 1. Provide the Teacher and the District with a written statement outlining the evaluator's observations of the Teacher's job performance.
 - 2. Present specific written suggestions to the Teacher for improving job performance in any or all evaluation areas by the evaluator. These suggestions for improvement are for growth and professional development and not to be construed as unsatisfactory performance unless so noted.

3. Provide a process for the Teacher to make suggestions for areas of improvement in their job performance.
4. Establish two-way communication between Teacher and evaluator regarding the evaluator's expectations and the Teacher's job performance.

B. Formal Evaluation Procedures

1. The performance evaluation process is designed to provide each Professional Instructional Employee (P.I.E.) with a review of their annual job performance. The process begins with an opportunity for each P.I.E. to review their own performance by conducting a self-assessment. For probationary P.I.E. and every third year for tenured P.I.E.s, the performance evaluation will then include a supervisor's assessment with an opportunity for dialogue between the supervisor and the P.I.E. for additional feedback.

The performance is to be assessed in four critical domains:

- a. Planning and Preparation
- b. Establishment/Maintenance of Professional Environment
- c. Professional Knowledge/Practices Designed to Impart Knowledge/Instruction
- d. Professional Responsibilities and Rapport w/Others

When completing the self assessment, the employee is asked to rate their performance in each domain as "Ineffective (1)", "Minimally Effective (2)", "Effective (3)" or "Highly Effective (4)" by circling the number which corresponds most closely to the appropriate performance level. The P.I.E. is encouraged to provide a narrative comment in each domain as part of the self assessment. A narrative comment is required for each domain that the employee is rated "unsatisfactory".

The employee is asked to identify one goal and related strategies in each of the four domains intended to guide or direct the employee's professional growth. Included for each domain are descriptive statements to assist employees from different departments with their understanding conceptually, of the domain. It should be understood that each descriptor in the various domains will likely not apply to every employee. The descriptors are intended to provide the employee with some insight as to the meaning of the domain's title. The goals and

strategies should be written so as to align the employee's professional growth and the District's school improvement plan and priorities.

The performance evaluation form is available at <http://www.bccreek.k12.mi.us/groups/teachers/> .

C. Disposition Statement/Implementation

1. The evaluator's "Disposition" statement shall be selected from the following:
 - a) Recommended for continued employment.
 - b) Recommended for placement on 1st year probation.
 - c) Recommended for placement on 2nd year probation.
 - d) Recommended for placement on 3rd year probation.
 - e) Recommended for placement on 4th year probation.
 - f) Recommended for dismissal.
 - g) Recommended for a program of improvement (as specified in C. 3. a. above).
2. The Evaluator and Teacher shall have the opportunity to review and comment on the evaluation report.
3. A Teacher who disagrees with an observation or recommendation may submit a written answer, a copy of which shall be attached to each copy of the evaluation in question. The Teacher may also submit any complaints through the grievance procedure.
4. A Teacher's signature on an evaluation form shall be understood to indicate his/her awareness of the material, but shall not be interpreted to mean agreement with the content of the form.
5. The completed form shall go to the Superintendent, with a copy to the evaluator and a copy to the Teacher.

D. Other Guidelines

1. Upon mutual agreement of a Teacher and his/her Supervisor, a request may be made for another District Administrator to observe said Teacher's classroom performance. Such an observation shall follow the procedure outlined in Paragraph B of this article.
2. In case a Teacher is not recommended for tenure or is recommended for dismissal because of his/her evaluation or failure to comply with the items necessary to improve performance as determined by the evaluator, the Teacher may appeal to the Superintendent.
 - a. The Superintendent may make his/her own investigation and make a separate evaluation of the Teacher's performance, to the extent his/her familiarity with the Teacher's performance will permit. Such an evaluation will follow the procedure outlined in B. above.
 - b. The Superintendent will return, together with this investigation and the Principal's, a final recommendation to the Board of Education.
3. All monitoring or observation of the work performance of a Teacher shall be conducted openly and with the full knowledge of the Teacher.
4. Any complaint against a Teacher by any parent, student, or other person, which is to be incorporated into the Teacher's evaluation or personnel file, shall be called to the attention of the Teacher promptly. The Teacher shall have the right to attach a response to any such complaint. The Teacher's reply shall be attached to the file copy of the material in question. Any material placed in the file that is found to be inappropriate or in error shall be expunged from the file.
5. When a supervisor becomes aware of Teacher behavior that is inappropriate or improper, he/she shall notify the Teacher as soon, as is practical, in order that the behavior can be improved. A Teacher may request a written explanation of any action taken because of inappropriate or improper performance.
6. A supervisor may visit a classroom other than for formal evaluation. A Teacher may request a written evaluation report and/or a post visitation conference of any classroom visit. When requested, the written report shall utilize the Standard Evaluation Form.
7. Observations of a Teacher by anyone not specifically authorized in B, or D(1) above shall follow the procedures below.

- a. A Teacher shall receive notification from the school office of the pending visit to a particular class by a parent of a member of said class. This notification shall be issued to the affected Teacher as soon as the office is aware of the parent's intention to visit.
 - b. Observations by people other than parents of students shall be permitted only after the affected Teacher(s) has been notified and has agreed to said observation. The notification shall include the following:
 - 1) The purpose of the observation.
 - 2) The criterion to be utilized in the observation.
 - 3) The person(s) conducting the observation and their qualifications for such an observation.
 - 4) The function of the resulting report.
 - c. Personnel associated with accreditation Associations or legal inspection agencies shall be permitted to enter classrooms at will.
 - d. Such observations and resulting reports will not be a basis of evaluating the quality of a Teacher's service or fitness for retention.
8. No evaluation or observation shall unduly interfere with the normal teaching-learning process.

ARTICLE IX LAYOFF AND RECALL

- A It is hereby specifically recognized that it is within the sole discretion of the Board to change, modify, eliminate, or reduce the curriculum, the program, the staff or number of positions. Nothing in this Article prohibits the Board from changing, modifying, eliminating, or reducing the curriculum, program, staff or number of positions.
- B. The following procedure is designated to create an orderly method for the reduction and recall of Teachers. It is recognized that the layoff and recall does not obligate the Board to assign a Teacher to a given position once the Teacher has been recalled.

C. Layoff Procedure:

1. Probationary Teachers shall be laid off first in inverse order of seniority, except where there is not a tenured Teacher who is certified, qualified, and available to perform the assigned duties of the probationary Teacher.
2. Tenure Teachers shall be laid off in inverse order of seniority within the certified and qualified areas except where there is not a retained tenure Teacher certified, qualified, and available to perform the assigned duties of the laid-off lower seniority tenure Teacher.
3. Certified shall be defined as a state recognized valid Teacher certificate. A Teacher will be considered certified for only those areas listed and university-verified as of November 20 or February 10.

In the case of special education placements, certification shall be dictated by the ability of the individual to qualify for a certificate endorsement and the ability to qualify for Department of Education approval.

4. Bargaining unit members who are guidance counselors and cannot earn tenure shall be laid off in inverse order of seniority within the areas of their qualifications.
5. Qualified shall be defined as following federal and/or state law or regulations for any assignment and:

- a. Elementary. Teachers in the elementary schools shall be certified to teach in the elementary schools. Special Teachers in fields such as music, art, physical education, comprehensive guidance and library shall not be assigned to a regular classroom assignment unless they meet the above qualifications.

To be assigned to teach in special fields, such as art, music, physical education, comprehensive guidance or library in the elementary grades, a Teacher must possess a major or equivalent special training in the field.

- b. Grades 6-8. Teachers in grades 6, 7, and 8 shall possess either an elementary or secondary certificate and a major or minor (or the equivalent number of credit hours or have had successful teaching experience) in the specific teaching area assigned.

- c. Grades 9-12. Teachers in grades 9-12 must possess a secondary teaching certificate and a major or minor or an equivalent number of hours. They shall meet North Central Association of Colleges and Schools requirements whenever possible.
 - d. Special Subject Teacher—music, art, or physical education, etc. Teachers shall possess a teaching certificate covering the grade areas of assignment and a major or minor (or equivalent special training in the subject area assigned). Any art, music or physical education Teacher who is certified to teach those subjects in K-12 is eligible to be assigned to either elementary or secondary teaching in those subjects. Such Teachers in grades 9-12 shall meet North Central Association of Colleges and Schools requirements.
 - e. For purposes of interpreting a minor or the equivalent number of credit hours in this Article, a minor shall be considered at least twelve (12) semester hours of credit.
 - f. A bargaining unit member who fills a position that does not require Teacher certification shall possess the necessary credentials, as defined by the State of Michigan, Department of Education, for the position he/she fills.
6. Seniority shall be defined as:
- a. Total years of service to the School District in positions recognized and defined as part of the bargaining unit.
 - b. All other things, certification, and days employed, being equal, then the date of the initial employment contract with the School District shall prevail. If the date of initial employment is the same, all Teachers so affected will participate in a drawing to determine placement on the seniority list. The Association and Teachers so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected Teachers and Association representatives to be in attendance. The seniority list shall be posted in each building, with copies furnished to the Association at least ten (10) working days prior to November 20 and February 10.

It shall be the responsibility of each Teacher to promptly check the seniority list. If a Teacher or the Association does not believe that a Teacher's seniority, certification, or endorsement

is correctly shown on the list, the Superintendent shall be notified, in writing, of the alleged error no later than ten (10) working days after November 20 and February 10, respectively. If no challenges are made within the allowed period, the seniority list shall be deemed to be accurate and the Board shall incur no liability (including back pay) for relying on such list. If the posted list is challenged, the Association will be notified by the Superintendent of said challenges. The parties will meet to produce a corrected accurate list. The corrected list will be posted within five (5) working days after the respective challenge period. When said corrected listing is approved in writing by the Association, then the seniority list shall be deemed to be accurate, and the Board shall incur no liability (including back pay) for relying on such list. Accurate seniority lists shall be frozen until November 20 and February 10, respectively. Updating of endorsement shall be allowed only during the seniority list challenge period. However, for notification purposes only, a Teacher may inform the Superintendent, in writing, of a change in certification (accompanied by proper documentation) at any time.

Recall of Teachers on layoff shall not be affected by changes in certification until the next posting period.

Teachers who are on leave during this time will be notified of their placement on the seniority list by certified mail sent to their last known mailing address. It is the responsibility of the Teacher to inform the school of his/her address or any change of address.

7. Seniority shall not accumulate during a Board approved unpaid leave of absence, except Voluntary Leaves (see provision for Voluntary Leave – Article VII(L)(4)); Military Leaves (see Article VII(L)(6.b.); and Family and Medical Leave Act (FMLA) Leaves.
8. Recall of Teachers
 - a. Recall of all Teachers shall be in reverse order of layoff; i.e., those laid off last will be recalled first provided however, that a Teacher in order to be re-assigned, shall be certified and qualified as herein set forth to teach the specific area for which a vacancy has occurred.
 - b. Laid off bargaining unit members who do not have teaching certificates shall be recalled to positions for which they are qualified in order of their seniority. Those with more seniority

shall be recalled before those with less seniority. To be recalled to a vacancy, a person must meet the qualifications of the vacancy as specified in Section 5., f., of this Article.

- c. If a Teacher fails to respond upon notice of recall from layoff by certified mail or telegram to the last known address within five (5) days of notice of recall exclusive of days when no mail deliveries arrived, then such Teacher shall be recorded as a voluntary quit. A Teacher may be reinstated if the Teacher reports within five (5) days and presents a reason satisfactory to the Board for failure to report.
- d. Teachers that have not been recalled within five years of layoff will be expunged from the seniority list.

ARTICLE X NEGOTIATION PROCEDURES

No sooner than seven days following the State of Michigan May Revenue Consensus Meeting, but no later than May 31st of the final year of this contract, the parties shall initiate negotiations for the purpose of entering into a successor agreement. If both parties agree, the May Contract Review session may be suspended in lieu of a meeting to establish formal negotiations ground rules and future meeting dates.

When both parties agree to negotiations during regular school hours, release time shall be provided for the Association's negotiating committee.

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

Meeting dates and time of meetings will be established by mutual consent.

ARTICLE XI CONTINUITY OF OPERATIONS

- A. The Association and the Board recognize that strikes and other forms of work stoppages by Teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the School program. The Association, therefore, agrees that its officers, representatives and

members shall not authorize, instigate cause, aid, encourage, ratify or condone, nor shall any Teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption or activities in the School system. Failure or refusal on the part of any Teacher to comply with a provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

- B. The Association and the Board agree that they will not knowingly engage in any unfair labor practice as defined by law or that it will not knowingly misrepresent any negotiation information made public during the course of bargaining.

ARTICLE XII PROTECTION OF TEACHERS

- A. The Board of Education supports its Teachers acting within the Policies, By-Laws and Regulations of the Board of Education and Administrative Practices and Procedures. It is agreed that in any joint defense of any litigation, the Teacher may receive benefit of the Board of Education's legal counsel when the Teacher is not in violation of the above mentioned Policies, By-Laws, Regulations, Practices and Procedures.
- B. The District recognizes its responsibility to give all reasonable support and assistance to Teachers with respect to the maintenance of control and discipline in the classroom, school and school grounds.
- C. Teachers, in the course of their professional duties, need not disclose any written or oral confidential communications unless said disclosure is required by law.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- E. If any provision of this Agreement or any application of the Agreement to any Teacher or group of Teachers shall be found contrary to the law, then such provision or application shall be null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. All individual contracts shall be made expressly subject to the terms of this Agreement.

ARTICLE XIII
TEACHER RESPONSIBILITY

- A. Teachers shall not leave a class unattended except in an emergency. They shall be responsible for the supervision of students on the school grounds as well as in the school building except when released by other provisions of this Agreement.
- B. Teachers are to be responsible for the supervision of their assigned stations of duty at all times unless otherwise directed by the Principal or his designee. It shall be the Teacher's responsibility to supervise students and not condone student behavior which is contrary to School policy.
- C. A Teacher shall ensure that all sides of a controversial issue are presented equally. It shall be the Teacher's responsibility to determine to the best of his/her ability that the topics and materials used will be appropriate to the maturity-level and intellectual ability of the students. Teachers shall be responsible for creating and maintaining conditions conducive to learning.
- D. School Closings
 - 1. Attendance at schools shall not be required for Teachers on scheduled days when the District declares the schools are closed.
 - 2. There shall be no deviation in the school calendar except by the mutual agreement of the Board and the Association. The parties will add days/hours of student instruction to the calendar, to make up so called "Act of God" days/hours lost beyond the minimum number of hours required by the State. Such days/hours will be scheduled by mutual agreement of the Board and the Association. If there are any non-student Teacher days which fall during the remainder of the calendar, the parties may mutually agree to use any such days as make up days instead of adding days to the end of the calendar. Teachers shall be required to work and shall receive no additional compensation for the days/hours added to the calendar to make-up the "Act of God" days/hours that are required to be rescheduled.
 - 3. In the event that the rescheduling of instructional days at the end of the school year interferes with a Teacher's verified scheduled return to school to upgrade his/her skills, the Teacher may choose to:
 - a. Use his/her personal leave
 - b. Use his/her paid leave
 - c. Use unpaid leave time

4. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, then only paragraph 1. of this section shall apply.
- E. Attendance at the school on workdays provided at the end of the first and second terms of a trimester schedule or at the end of the first semester of a traditional schedule for grading purposes is at the discretion of the teacher. These tasks may also be accomplished from home. On all other work days, teachers are to report to school and may be dismissed prior to the normal work schedule at the District's discretion.

ARTICLE XIV GRIEVANCE PROCEDURES

- A. A claim by a Teacher or the Association that there has been a violation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. It is the intent of this Article to establish a means for prompt adjustment of a grievance at the school level with the Teacher and the immediate Supervisor. A Teacher with a complaint shall, within thirty (30) calendar days of alleged violation or misapplication, first state his/her complaint to his/her immediate Supervisor. If, at the end of fourteen (14) calendar days, the problem is not satisfactorily settled, the grievance procedure may be implemented within the succeeding fourteen (14) calendar days.

Step 1. The signed written grievance shall be presented to the Superintendent with copies to the immediate supervisor and the Association. Within seven (7) calendar days, a meeting will be held among the aggrieved Teacher, the Association representative, and the Superintendent. If an agreement is reached, written copies of the disposition shall be furnished to the parties involved. If no agreement is reached, then, within seven (7) calendar days.

Step 2. The written grievance shall be submitted to the Board of Education for a hearing. Said hearing is to take place at the first regularly scheduled Board of Education meeting after receipt of the grievance, unless time lines have been changed by mutual agreement as provided in paragraph D of this article. If no agreement is reached within seven (7) calendar days after the first regular Board meeting following the hearing, then, within fourteen (14) calendar days:

Step 3. The grievance may be submitted to arbitration by the Association. The Arbitrator will be selected according to the rules and procedures of the American Arbitration Association.

1. He/she shall have no power to: establish salary structure, add to, subtract from, disregard, alter or modify any terms of this Agreement.
 2. He/she shall have no power to rule on any matters regarding: termination or failure to re-employ probationary Teachers, placing Teachers on third-year probation, and the evaluation appraisal.
 3. He/she shall have no power to change any practice, policy, or rule of the Board nor limit the authority of the Board, regarding any such matters or action taken by the Board. The Arbitrator shall have power to rule that a practice, policy or rule of the Board is in violation of the Agreement. Then Article XII, Section D., will take precedence.
 4. He/she shall have no power to rule on any claim or complaint for which there is a remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan as amended).
 5. The decision of the Arbitrator will be binding on both parties.
- C. The fees and expenses of the Arbitrator shall be shared equally by the Association and the Board.
- D. The time limits provided in the Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in 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.
- E. No reprisals of any kind shall be taken by either party against any party in interest.
- F. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- G. Forms for filing grievances will be as that appearing in Appendix 4 A and 4 B.
- H. Every effort shall be made to avoid interruption of classroom activities and to avoid the involvement of pupils in all phases of the grievance procedure.
- I. The District will, upon request, provide the Association with pertinent records which may be required by the Association to process grievances under this Agreement.

- J. Nothing contained herein will deprive any Teacher of any legal right which he/she presently has, provided that if a Teacher elects to pursue any legal or statutory remedy such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
- K. The Association on behalf of a group or class of Teachers may initiate the grievance procedure at Step 1.

ARTICLE XV DEDUCTIONS

The following deductions from a Teacher's pay will be made by the District business office:

- A. Those covered by law (as the law directs).
- B. Insurance (deducted as authorized and paid directly to the respective insurance company).
- C. Financial Institutions – Direct deposit to a financial institution into a general checking or savings account.
- D.a. During or before the second week of September of each year, the Association shall notify the Board of the amount of the annual dues payable by members of the Association, and the equivalent amount payable by non-members pursuant to Section 10, Paragraph 1.c., and 2., of the Public Employment Relations Act. The Board shall thereupon deduct such amounts in equal installments, as nearly as may be, from twenty (20) consecutive paychecks (between September and June) of each Teacher who has executed an individual contract of employment, and promptly pay such amount over to the Association or its delegates. Upon remitting such amounts, the Board shall have no further liability or responsibility with respect thereto.
- b. The parties agree that every Teacher suffered or permitted to work will be required each school year to sign an individual contract of employment as provided in Section 380.1231 of the School Code and that every such contract shall contain the following:

“This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representative of Teachers employed by the Board. The terms of such collective labor agreement are incorporated herein and by accepting this contract, you agree to be bound by all such terms, including wage deduction provisions thereof.”

- E. Teachers who hire in after the regular assignment authorization date, will be given two (2) weeks from the date they start work to sign and deliver their authorizations for payroll deductions to the District's business office.

ARTICLE XVI
MISCELLANEOUS

- A. The cost of reproducing the final signed Master Agreement will be shared equally by the Bullock Creek School District and the Bullock Creek Education Association.
- B. The District and the Association shall keep a file for the purpose of receiving suggestions, for deletions, additions or revisions of this document. (Suggestions to be exchanged in writing). This will be a continuing process to assist in future negotiations. The Association agrees that they will hold the Board harmless from any litigation arising from the implementation of Article XV, Paragraph D.a. and b. which is to include any and/or all, potential or actual cost.
- C. Individual Teacher contracts for all Teachers so recommended will be tendered the first work day following the regular May Board of Education meeting and must be signed and returned to the Superintendent within ten (10) working days after being received by the Teacher.

It is specifically agreed by the Bullock Creek Education Association that in the event that the District is placed on the State Department of Education's "critical" list or is forced to close all school operations that individual contracts will not be binding on the District.

- D. The school calendar shall be coordinated with the other schools in the Intermediate School District as nearly as possible in order to provide better student services.
- E. Teachers will be given at least one day at the end of each semester to work on compiling school records and completing necessary documents.
- F. The District will provide In-service Programs during each semester. The purpose of in-service is to offer relevant and productive opportunities for professional growth for the educational staff of the Bullock Creek Schools. There shall be a committee with representatives from each of the District's school buildings established for the purpose of planning in-service meetings.
- G. The District will provide for Parent-Teacher Conferences during each semester. The purpose of Parent-Teacher Conferences is to provide better communication between parents and Teachers of their student's progress. If

the normal workday is altered to accommodate working parents for Parent-Teacher Conferences, then the District shall provide compensatory time.

- H. The Association may submit a proposed school calendar to the Board of Education for the forthcoming year each year prior to January 1. The Board will give this proposal reasonable consideration in developing the best school calendar for the forthcoming year. A typical school calendar will include the following dates:
1. Teachers report for duty
 2. Classes commence
 3. All legal holidays
 4. Periodic recesses (such as Christmas and Thanksgiving)
 5. Last day of each semester
 6. Classes dismissed for summer vacation
 7. Teachers dismissed for summer vacation
 8. Newly hired Teachers shall work one additional day for orientation as scheduled in the school calendar
- I. Any Teacher who retires from the Bullock Creek School District with an accumulation of at least one hundred (100) leave days shall receive an amount equal to the number of his/her accumulated paid leave days multiplied by 50% of the 1986-87 daily rate (\$19.00) paid to substitute teachers by the District.

Retirement means when one becomes eligible and participates in the Michigan Public School Retirement Fund, qualifies for pension from same, and is proceeding to receive such pension immediately following the discontinuation of employment in the Bullock Creek School District.

If a Teacher submits a letter of retirement to the Superintendent's Office by March 1st prior to the year in which he/she plans to retire, and the Teacher has an accumulation of at least one hundred (100) leave days, then the retiring Teacher shall receive a lump sum payment at the time of retirement in the amount equal to the number of his/her accumulated paid leave days multiplied by \$40.00. The Superintendent may waive this deadline in the event that life-altering events, which cannot be controlled by the retiring Teacher, make the March 1st deadline unreasonable. If the deadline is waived, the decision of the Superintendent is final and non-precedent setting.

The payment will be placed in a 403b Special Pay Plan set up in collaboration with Bullock Creek Schools and the Bullock Creek Education Association.

- J. A Teacher must have worked at least one day for the District before being eligible to receive any fringe benefits afforded by this Agreement. Teachers working part time, less than seven (7) hours per day, shall receive only a prorated portion of salary and fringe benefits afforded by this Agreement.
- K. The District shall endeavor to provide a copy of the Board's preliminary agenda, if any, for the regular monthly meetings prior to said meetings.
- L. A copy of the approved Board minutes shall be available to the Association within a week after the approval of same.
- M. WAIVER. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in the Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- N. ENTIRE AGREEMENT. This contract constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of the contract. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. All matters or subjects not herein covered have been satisfactorily adjusted or waived by the parties for the life of this Agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement.

ARTICLE XVII
COMPENSATION

- A. General
 - 1. This Article, in its entirety, represents compensation to be paid for certified teaching personnel under this contract.
 - 2. Adjustments shall be made on the salary schedule twice annually. The deadlines for submission of documentation, which would include a

written request and an official college transcript(s) from the registrar, for salary adjustments shall be:

- a. September 1st and if approved, the Teacher shall receive the rate increase for 100% of the school calendar, or
- b. January 15th and if approved, the Teacher shall receive the rate increase for 50% of the school calendar.

Failure to make a proper request and submit official college transcript(s) from the registrar would invalidate the adjustment for that time period.

3.
 - a. To qualify for a higher category on the salary schedule, all advanced study hours must be in an approved program by an accredited college or university that will qualify a Teacher for certification or an endorsement.
 - b. Advanced study hours which do not meet these requirements, but which are deemed valuable in the teaching assignment or to the District, may be applied to qualify a Teacher for a higher category on the salary schedule if these hours are approved by the Superintendent prior to the Teacher completing the course of study. If the Superintendent denies the request, then the Teacher may appeal to a committee that consists of the Teacher's immediate supervisor, the Superintendent of Schools, one other District designee, and three designees appointed by the Association prior to the Teacher completing the course of study.
 - c. A Tuition Reimbursement Fund is established in the amount of \$10,000 so that members of the B.C.E.A. may be reimbursed, or partially reimbursed, for their advanced study hours in accord with the criteria established in 3.a. and b. To be eligible for reimbursement Teachers will need to be an employee of the school district at the time they take the class and at the time of reimbursement, and will need to submit the following to the Superintendent's Office by October 1st:
 1. Copies of already-paid tuition receipts from the previous October 1st through September 30th time frame.
 2. Copies of corresponding transcripts, report cards or other documentation demonstrating achievement at a minimum of level of 3.0 (B); or satisfactory, if satisfactory/unsatisfactory.

3. These copies should be attached to the completed Tuition Reimbursement Request Form (see Appendix 7-A).

Reimbursement will be paid once annually in late October or early November. If requests exceed \$10,000 within a given October 1st through September 30th time frame, then a joint four person committee of the B.C.E.A. (2 members) and the District (2 members) will meet and determine the method for equitable distribution of funds. The B.C.E.A. will chair the committee in even numbered years; the District in odd-numbered years. Unused funds from the previous year will not carryover. Each year the fund will begin anew with a total of \$10,000.

4. BA degree is to be interpreted as BA degree and Provisional Certificate in the area of the Teacher assignment. Certified is to mean: Provisional; Permanent or Continuing; Professional Education; Life; State Limited.

Special permits or authorizations may be considered only if such persons are holders of a BA degree and are qualifying for a Provisional.

5. The Salary Schedule is based upon the regular school calendar as set forth in Article XVI, H and the normal bargaining unit assignment as defined in this Agreement in Article IV, "Teaching Hours" and in Article V, "Teaching Load and Assignments." For Board approved assignments, a bargaining unit member (e.g., School Counselor) who is assigned to report preceding or following the regular school year will be compensated at 1/192 of his/her regular annual salary per day.

6. The salary schedule is as follows:

2011-12 Salary Schedule
Percent = 0.00%
(.25 step increase)

Step	BA	BA+30/MA	MA+15	MA+30
0	34,561	36,222	37,761	39,361
0.25	34,936	36,612	38,168	39,783
1.25	36,449	38,191	39,810	41,492
2.25	38,026	39,837	41,522	43,275
3.25	39,671	41,552	43,309	45,131
4.25	41,381	43,344	45,170	47,068
5.25	43,169	45,209	47,111	49,087
6.25	45,030	47,154	49,134	51,190
7.25	46,971	49,181	51,242	53,381
8.25	49,011	51,296	53,442	55,670
9.25	51,151	53,500	55,734	58,057
10.25	53,460	55,800	58,124	60,538
11	55,637	N/A	N/A	N/A
11.25	N/A	58,194	60,615	63,132
12.25	N/A	60,832	63,338	65,939
13	N/A	63,190	65,718	68,349

2012-13 Salary Schedule
Percent = 0.00%
(.75 step increase)

Step	BA	BA+30/MA	MA+15	MA+30
0	34,561	36,222	37,761	39,361
1	36,059	37,783	39,387	41,050
2	37,618	39,413	41,080	42,816
3	39,249	41,108	42,849	44,652
4	40,938	42,883	44,690	46,569
5	42,708	44,727	46,610	48,566
6	44,550	46,653	48,613	50,648
7	46,470	48,658	50,698	52,815
8	48,473	50,751	52,875	55,079
9	50,623	52,930	55,142	57,444
10	52,734	55,208	57,508	59,896
11	55,637	57,577	59,971	62,464
12	N/A	60,046	62,545	65,136
13	N/A	63,190	65,718	68,349

A one time stipend of 50% of any money over \$13,630,386, not to exceed 1% of a member's salary on the 2011/2012 schedule will be

paid by June 1, 2012 in one lump sum check. This is based upon a per pupil allowance received from the district in 2010/2011 of \$6,846 x 1991 FTE blended student count = \$13,630,386.

7. a. Each Teacher with at least fourteen (14) but less than forty-one (41) years in the Bullock Creek School District will have added to his/her yearly salary a longevity payment. The following longevity payment schedule is implemented:

Longevity Payment Schedule

Year 14-16	\$ 250
Year 17-19	\$ 500
Year 20	\$ 750
Year 21	\$ 825
Year 22	\$ 900
Year 23	\$ 975
Year 24	\$1,050
Year 25	\$1,125
Year 26	\$1,625
Year 27	\$2,000
Year 28	\$3,000
Year 29	\$3,000
Year 30	\$3,000
Year 31-40	\$1,000

- b. In implementing the above paragraph, the parties do hereby agree that a Teacher who reaches his/her fourteenth (14th) year anniversary date after school starts but prior to the beginning of the second semester, will receive a longevity payment of \$125.00 for that school year. Teachers who reach their fourteenth (14th) year anniversary date in the second semester shall begin receiving longevity pay in the following school year.
8. Each Teacher hired for the 2007-08 school year and earlier who obtains tenure while in the employment of the Bullock Creek School District and then returns the following school year to be employed by the Bullock Creek School District, will receive a one-time, one-payment stipend of \$3,000.00. This payment will be received by October 31 of the year following the year in which he/she received tenure status. Teachers hired beginning for the 2008-09 school year and after are not eligible for this stipend.

B. Auxiliary Compensation

1. All paid duties will be assigned by the Board of Education or their delegated Administrator, who shall develop job descriptions for such

extra-curricular activities. Such assignments will be made subject to mutual consent except for activities marked with an asterisk (*) below. Those activities marked with an asterisk (*) may be appointed if no volunteers are available. The Administrator in charge shall assign all other non-paid duties. Extra duty assignments under this Article do not come under the provision of Article V pertaining to Teacher load.

2. Providing that the Board elects to sponsor such functions or activities and also providing that the persons to whom they are assigned fall within the Bargaining Unit, then the compensation for such extra duties shall be as in the following sections:

3. Extra-curricular pay shall be calculated by multiplying the salary at the correct experience step, up to step 8, of the BA salary schedule by the percent specified for a particular extra-curricular position. To earn an experience increment, a person must have served successfully in said position for one year. Teachers currently being paid for a particular position shall not receive a reduction in pay for said position because of this calculation procedure.

CLASSIFICATION I — 10.5%

Head Varsity Boys' Baseball Coach	(1)
Head Varsity Boys' Basketball Coach	(1)
Head Varsity Boys' Football Coach	(1)
** Head Varsity Boys' Track Coach	(1)
** Head Varsity Boys' Wrestling Coach	(1)
Head Varsity Girls' Basketball Coach	(1)
Head Varsity Girls' Softball Coach	(1)
** Head Varsity Girls' Track Coach	(1)
Head Varsity Girls' Volleyball Coach	(1)
* Summer Band	(2)

CLASSIFICATION II — 7.0%

* Director, Extra-Curricular Instrumentalists	(2)
Freshman Coaches	(1)
Head Boys' Cross Country Coach	(1)
Head Girls' Cross Country Coach	(1)
Head Boys' Tennis Coach	(1)
Head Girls' Tennis Coach	(1)
Junior Varsity Baseball Coach	(1)
Junior Varsity Basketball Coach	(1)
Junior Varsity Football Coaches	(2)

Junior Varsity Softball Coach	(1)
Junior Varsity Girls' Volleyball Coach	(1)
Varsity Assistants	(1)
Varsity Golf	(1)
Varsity Cheerleading	(1)
Web Developer	(1)

CLASSIFICATION III — 5.0%

Business Professionals of America	(1)
Forensics	(1)
High School Play—(In the event plays are offered as part of a regular class activity they will not be compensated as an extra-curricular activity.)	(2)
Intramural Coaches/Weightlifting	(1)
Junior Varsity Tennis Coach	(1)
Junior Varsity Cheerleading	(1)
Middle School Baseball Coach	(2)
Middle School Boys' Track Coach	(2)
Middle School Cross Country	(1)
Middle School Girls' Track Coach	(2)
Middle School Student Council	(1)
Middle School Softball Coach	(2)
Middle School Play—(In the event plays are offered as part of a regular class activity they will not be compensated as an extra-curricular activity.)	(2)
School Improvement Leader per building	(1)
* Senior Class Sponsors	(2)
* Senior High Student Council	(2)
Senior High National Honor Society	(2)
* Yearbook—Middle School	(1)
7th Grade Basketball Coaches	(1)
7th Grade Volleyball Coach	(1)
** 7th and 8th Grade Wrestling Coach	(1)
8th Grade Basketball Coaches	(1)
8th Grade Volleyball Coach	(1)
Student Assistance Coordinator	(1)

CLASSIFICATION IV — 3.0%

5th and 6th Grade Coaches (1.5% for each grade)	
* Junior Class Sponsors	(2)

CLASSIFICATION V — 2.5%

- * School Paper
- * Yearbook—High School (1)

CLASSIFICATION VI — 2.0%

- Elementary Student Council (1)
- * Foreign Language Club Sponsor (1)
- * Freshman Class Sponsors (2)
- Middle School Cheerleading Coach (2)
- * Sophomore Class Sponsors (2)
- Writing Club (1)

CLASSIFICATION VII — 1.0%

- Student Assistance Team (7)
- Safety Patrol (1)
- High School Math Club (1)
- Middle School Math Club (1)
- ICT Team(s) (4-6)

2011-12 Extra-curricular Pay Schedule

*Based on 0.25 step increase for 2011-12

Step	Class I			Class II	Class III	Class IV	Class V	Class VI	Class VII
	14.00%	10.50%	9.00%	7.00%	5.00%	3.00%	2.50%	2.00%	1.00%
0	4,839	3,629	3,110	2,419	1,728	1,037	864	691	346
0.25	4,891	3,668	3,144	2,446	1,747	1,048	873	699	349
1	5,048	3,786	3,245	2,524	1,803	1,082	901	721	361
1.25	5,103	3,827	3,280	2,551	1,822	1,093	911	729	364
2	5,267	3,950	3,386	2,633	1,881	1,129	940	752	376
2.25	5,324	3,993	3,422	2,662	1,901	1,141	951	761	380
3	5,495	4,121	3,532	2,747	1,962	1,177	981	785	392
3.25	5,554	4,165	3,570	2,777	1,984	1,190	992	793	397
4	5,731	4,298	3,684	2,866	2,047	1,228	1,023	819	409
4.25	5,793	4,345	3,724	2,897	2,069	1,241	1,035	828	414
5	5,979	4,484	3,844	2,990	2,135	1,281	1,068	854	427
5.25	6,044	4,533	3,885	3,022	2,158	1,295	1,079	863	432
6	6,237	4,678	4,010	3,119	2,228	1,337	1,114	891	446
6.25	6,304	4,728	4,053	3,152	2,252	1,351	1,126	901	450
7	6,506	4,879	4,182	3,253	2,324	1,394	1,162	929	465
7.25	6,576	4,932	4,227	3,288	2,349	1,409	1,174	939	470
8	6,786	5,090	4,363	3,393	2,424	1,454	1,212	969	485

2012-13 Extra-curricular Pay Schedule

*Based on 0.75 step increase for 2012-13

Step	Class I			Class II	Class III	Class IV	Class V	Class VI	Class VII
	14.00%	10.50%	9.00%	7.00%	5.00%	3.00%	2.50%	2.00%	1.00%
0	4,839	3,629	3,110	2,419	1,728	1,037	864	691	346
1	5,048	3,786	3,245	2,524	1,803	1,081	901	721	361
2	5,267	3,950	3,386	2,633	1,881	1,129	940	752	376
3	5,495	4,121	3,532	2,747	1,962	1,177	981	785	392
4	5,731	4,298	3,684	2,866	2,047	1,228	1,023	819	409
5	5,979	4,484	3,844	2,990	2,135	1,281	1,068	854	427
6	6,237	4,678	4,010	3,119	2,228	1,337	1,114	891	446
7	6,506	4,879	4,182	3,253	2,324	1,394	1,162	929	465
8	6,786	5,090	4,363	3,393	2,424	1,454	1,212	969	485

4. The establishment of compensation for new activities approved by the Board, shall be determined by the amount of responsibility and time involved outside of the regular school day. The amount of compensation subject to the Board approval, will be recommended by a committee consisting of equal representatives of the Association and Administration.

5. Driver Education: If this activity is carried on as a summer activity over and above the regular school year, or beyond the regular teaching day, the following remuneration would apply:
 - a. The hourly rate for these positions shall be .06614% of the base salary for the year in which the activity is offered.
 - b. The above schedule shall apply to actual teaching time incorporating the fact that Teachers must do preparation outside of actual teaching time for which they are compensated, in this scale, at the pro-rated amount of one hour per seven hours of teaching time.

This represents the full and complete agreement between the parties regarding the compensation for Adult Education, High School Completion/Alternative Education, Drivers Education and Summer School Teachers.

6. If the Board elects to utilize Teachers in the following capacities, the rates shall be as follows:

- a. Ticket takers.
 - 1) Basketball ticket takers shall receive \$12.00 per game.
 - 2) Ticket takers at football games will be paid \$12.00 per game.
 - 3) Ticket takers at all other athletic events shall be paid \$12.00 per night.
 - b. Scorekeepers. Scorekeepers for interscholastic basketball contests will be paid at the rate of \$12.00 per game.
 - c. Statisticians. Football statisticians shall be paid \$12.00 per night.
 - d. Timers. Timers for varsity football games shall be paid \$12.00 per night and for all other interscholastic contests shall be paid \$12.00 per game.
 - e. Other. Other assistants as approved by the Superintendent may be utilized at the rate of \$12.00 per game.
7. Authorized mileage on school business is to be paid at the Board approved District rate.
 8. A J.V. coach will receive 1/2 credit for each year, if moved to the varsity level.
 9. Any coach who is requested to report by the District prior to the start of or after the end of the regular school calendar year and does so, will be paid \$20.00 per day.
 10. A Teacher receiving Auxiliary Compensation may, with mutual agreement of the District, use preparation time to supervise students who are in the activity for which said Teacher is receiving the compensation.
 11. A Teacher required by the District to be out of his/her classroom to attend to duties resulting from an extra-curricular assignment will be released from his/her teaching responsibilities with full pay and without losing any of his/her accumulated paid leaves. The District will see that said classrooms are supervised on such occasions.
 12. Teachers who work on special/nontraditional projects authorized by the Board outside of the regular school day shall be compensated at the

rate of .06614% of the base salary for the year in which the activity is offered per hour for each hour of service. In selecting Teachers, the Administration shall first seek volunteers from the relevant area. A project shall be defined as an activity which requires a specific outcome as defined by the Administration. Teacher involvement in special/nontraditional projects shall be voluntary.

13 Curriculum Coordinators.

- a. If the Board of Education determines the need for Curriculum Coordinators, a current Teacher shall hold the position. The position shall be voluntary and if no volunteers are available, the Superintendent or his designee and the Association shall meet and resolve the issue.
- b. Selection will be based on application and an interview. It is preferable that interview teams will consist of administrators and Teachers, but the final decision will rest with the District.
- c. Positions are for one year in duration. Renewal will be based on the coordinator submitting an application for renewal and a review of this application by the Superintendent or his designee and the Association.
- d. In the event that the District would require the Curriculum Coordinator to perform duties during the regular school day, a substitute will be provided at no expense to the Teacher.
- e. Compensation for the Curriculum Coordinator positions will be as follows:

Coordinators will be compensated with a \$3,000 per year stipend to be paid 1/2 in December and 1/2 in June of the given school year. Coordinators will be those identified in the following areas: PE/Health K-12, Fine Arts K-12, CRE/Counseling K-12, Social Studies K-12, Science K-12, Mathematics K-12, and English/Language Arts K-12/Spanish.

- f. Qualifications and primary responsibilities of Curriculum Coordinators are those spelled out in the following agreement:

BCSD Curriculum Coordinator Program

Curriculum Coordinator positions for ELA/Spanish, Math, Science, Social Studies, CTE/Counseling, Fine Arts and PE/Health will be established in the Bullock Creek School District under the following guideline:

Minimum Qualifications

1. Bachelor's Degree with a major or minor in the identified curriculum area.
2. Michigan Teaching Certificate with 2 years of recent successful teaching experience in curriculum area.
3. Demonstrated knowledge of effective teaching practices through classroom instruction, implementation of technology, and use of State and National Standards for instruction and assessment. Specific knowledge of Board approved Core Curriculum for identified curriculum area.
4. Demonstrated understanding or interest in learning about the curriculum change process and its effects on individuals.
5. Demonstrated ability to communicate in written and spoken form and work cooperatively with all school personnel.
6. Demonstrated ability to carry out leadership responsibilities.
7. Demonstrated ability to keep accurate records and submit reports in a timely manner.

Primary Responsibilities

1. Work with the Director of Curriculum to ensure that all teachers have the necessary information and resources to implement the Content Expectations, create curriculum documentation such as pacing guides, and syllabi while using sound teaching strategies.
2. Serve as a resource specialist and disseminate current information and materials related to the curriculum to staff in a timely manner.
3. Plan and facilitate 3-6 meetings each school year with staff for professional development and instructional materials selection. Publish meeting agenda and notes as well as a year-end summary to the Director of Curriculum and those on the assigned curriculum team.
4. Participate in planning meetings with the Director of Curriculum and other coordinators quarterly. In coordination with the Director of Curriculum, lead the faculty in the development of common assessment designed to measure student achievement in identified areas. Assist in preparation of parent informational materials in identified area.
5. Attend the District Wide School Improvement Team meetings when requested by the Director of Curriculum. Attends, as requested by building administrators, school improvement planning meetings, and participates in state and regional activities in related content areas as requested.
6. Submit any required reports and documents in a timely manner and take responsibility as determined by the Director of Curriculum.
7. Coordinators will report to the Director of Curriculum each for all seven coordinator positions.

Additional Notations

1. It will be the intent of the Bullock Creek School District to employ current BCEA members in voluntary coordinator positions if they are deemed qualified and committed to carrying out the duties of the positions.
2. Selection will be based on application and an interview process. It is preferable that interview teams will consist of administrators and teachers. It is also preferable that the teachers participating on the interview team be certified and/or teaching in the like subject area. Input from the interview team will be used in selecting the candidate, but the final decision will rest with the Director of Curriculum.
3. Should vacancies still exist after the interview process, the Director of Curriculum will seek an administrator to fill this role or to utilize outside resources until the following year.
4. Positions are for a period of one year. Candidates interested in renewing their position must submit an application that will be reviewed by the Director of Curriculum through the application process.
5. The stipend will be \$3,000 each for seven coordinator positions.
 - g. A Performance Appraisal using the form in Appendix 10 will be conducted by the Superintendent or his designee mid-year on first year Curriculum Coordinators or an experienced coordinator who needs improvement, with a Final Summative Appraisal being completed by April 15 each year for all Curriculum Coordinators.
 1. When the Superintendent or his designee find that a Curriculum Coordinator, first year or experienced coordinator, needs improvement in a category of the appraisal, he/she shall give specific suggestions for improvement in writing along with a description of how improvement shall be measured. A reasonable time shall be established at the end of which improvement will be expected.
 2. The Evaluator's Summative Recommendations shall be selected from the following:
 - a. Recommended for continued employment as a Curriculum Coordinator.
 - b. Recommended for termination of employment as a Curriculum Coordinator.
 3. The Evaluated Curriculum Coordinator shall have the opportunity to comment on the evaluation report. If the Coordinator disagrees with an observation or

recommendation, they may also submit any complaints through the grievance procedure.

4. A Curriculum Coordinator's signature on a Performance Appraisal Form shall be understood to indicate his/her awareness of the material, but shall not be interpreted to mean agreement with the content of the form.
5. In no way will the Performance Appraisal Form of a Curriculum Coordinator be used to determine the competency of the Coordinator in the position as a regular classroom Teacher and a member of the bargaining unit.
6. The completed Performance Appraisal Form shall go to the Superintendent, with a copy to the evaluator and a copy to the Teacher.

14. Elementary After School Programs

- a. At-Risk Intervention positions at Floyd Elementary, Pine River Elementary and Bullock Creek Elementary School will be paid at the hourly rate of .06614% of base salary for the year in which the activity is offered as referenced in the Master Agreement.
- b. The following duties and responsibilities are applicable for the At-Risk Intervention positions:
 1. Attendance, tutor and otherwise assist students in developing writing skills by utilizing a software writing tutorial package, track student progress, student discipline in cooperation with the Building Principal, coordinate technology needs with the Technology Department, limited lesson planning to include selection of appropriate writing prompts from the software package, coordination of duties of support paraprofessionals, individual student instruction will include conferencing with students based upon the results of the writing rubric. There will be no whole class instruction, grading of homework or correcting of papers required of the teachers in these positions. The student/adult ratio shall not exceed 25 to 1.

15. Middle School and High School After School Programs

- a. The positions would be paid at the Summer School and Drivers' Education rate of pay as outlined in the Master Agreement in

Article XVII. Section B.5 at .06614% of the base salary for the year in which the activity is offered.

- b. If at any time one or all of these positions are offered to students to be taken during the regular school day as defined by the Master Agreement, the pay rate will be determined according to Article XVII. Section A as a regular teaching assignment.
- c. The following duties and responsibilities were outlined for the At-Risk Intervention positions:
 - 1. Attendance, coordinate/facilitate student homework completion, tutor and otherwise assist students in completion of classroom requirements, coordinate tutorial help from a variety of sources including from NHS, facilitate return of completed assignments to classroom instructors, track students' progress, and coordinate technology needs with the Technology Department. There will be no whole class instruction, lesson planning, grading of homework or correcting of papers required of the teacher in this position, however, individual student instruction will be limited to tutoring as needed by each student.
- d. The following duties and responsibilities were outlined for the Credit Recovery positions.
 - 1. Attendance, assistance with technology, trouble shooting, communication with the Michigan Virtual High School staff, communication with the Technology Department, and assisting students in navigating websites. There will be no instruction, lesson planning, grading of work or correction activity required of the teacher in this position.
- e. It is further the understanding that the Credit Recovery Program through the Michigan Virtual High School will only be offered at no cost to students who are full-time students enrolled during the regular school day, who have failed a course offered during the regular school day twice, and/or who are in trouble with meeting the graduation requirements.

C. Each Teacher will receive equal biweekly payments commencing with the first regular pay of the school year. Teachers may exercise the option to have their pay spread through the school year or throughout the school year and the following summer.

- D. All salary payments shall be distributed biweekly on Thursdays through electronic direct deposit to a financial institution of the Teacher's choice. A Teacher may receive a paycheck only if he/she submits a written request to the Superintendent. This written request must be received by the Superintendent two weeks prior to the beginning of the Teacher's contract year. A Teacher may not change the method of payment during a single contract year, but may change financial institutions with written notification to the Superintendent two weeks prior to any change. The District will mail paychecks to any Teacher opting out of direct deposit no later than the Wednesday before the regular pay date during periods when school is not in session.
- E. There shall be a standing committee developed composed of two (2) members appointed by the Board and two (2) members appointed by the Association. It shall be the task of the committee to review and/or revise extra curricular positions and their classification. For a position to be reviewed by the committee the person(s) requesting such review must develop a job description for the position which includes the responsibilities of the position, the outcomes expected and the amount of outside time anticipated for the successful completion of the position. The committee, after reviewing the position shall make a recommendation to the Board of Education whose decision regarding the position shall be final.
- F. The Bullock Creek School District believes that the New Teacher Induction/Teacher Mentoring process is a cooperative arrangement between peers in which new members of the teaching profession are provided ongoing assistance and support by skilled and experienced teachers. This relationship should be collegial in nature, and all experiences should be directed toward the development and refinement of the knowledge, skills and interactions necessary for effective teaching. This process is expected to be mutually beneficial for all parties involved and to result in improved instructional practice and professional performance.

On a voluntary basis, Tenured Teachers may serve as Mentor Teachers to those Teachers on staff that are probationary. Each year after discussion and agreement with the Mentor and Mentee, the supervising Administrator of the Probationary Teacher will have the parties sign a Mentorship Agreement (Appendix 8-A) verifying the assignment. The appointed mentor teacher will be compensated on the following scale and will be expected to meet with the probationary teacher for the minimum number of hours listed outside of the school day in an effort to assist the probationary teacher in improving his/her teaching skills.

For the mentoring of:

1st-year probationary teacher	\$600	27 hours
2nd-year probationary teacher	\$400	18 hours
3rd-year probationary teacher	\$100	5 hours

In the event that a Tenure Teacher were to be newly hired by the District, the assigned Mentor Teacher will be paid One Hundred Dollars (\$100.00) per year for each year and will be expected to meet for at least 5 hours outside of the school day each year until the Mentee earns tenure status. In the event that a Probationary Teacher were to be newly hired by the District with experience from a previous district, the assigned Mentor Teacher will be paid Four Hundred Dollars (\$400.00) per year for the first year of service and be expected to meet for at least 18 hours outside of the school day for the first year and then One Hundred Dollars (\$100.00) per year and be expected to meet for 5 hours outside of the school day for the 2nd and 3rd year of probationary status in the Bullock Creek School District.

The purpose of a mentor is to assist, inform, and coach probationary teachers who are new to the teaching profession in the rights, responsibilities, and ethics of the teaching profession. The following shall apply to mentoring:

1. Qualified staff members will submit their intentions to become mentors by September 1 of each school year. The list of names will be maintained until the teacher requests removal from said list.
2. In the selection process the following guidelines will be applicable with respect to applicants:
 - a. The ultimate and overriding criteria used by the administrator in selecting a mentor will be the respective candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
 - b. General criteria in selection will include:
 1. Is tenured.
 2. Has a minimum of five (5) years teaching experience.
 3. Meets "highly qualified" requirements of the No Child Left Behind law and regulations and similar State law and regulations.
 4. Has the same background in the major area of instruction (i.e., lower elementary to lower elementary, grade level to grade level, department to department, etc.).

5. Classroom teachers will generally be matched to classroom teachers.
3. Regarding appointments, the following will apply:
 - a. Appointment shall be for three (3) years unless either party requests a change, or their building principal decides it is in the best interests of the parties.
 - b. Mentors will have no involvement in the evaluation process and the relationship will be collaborative and confidential.
 - c. A mentor can have up to two (2) probationary teachers if desired.
 4. Mentor Responsibilities:
 - a. The mentor shall keep a log of the time devoted to the mentoring process for confirmation to the Administration (see subsection 8). The log of contacts will indicate the dates of contacts, the type of contact, the topic(s) addressed, the time spent and the initials of the mentor and probationary teacher. The log will be submitted to the building principal throughout the school year as mentoring is conducted and must be submitted by May 15 each year for payment of the mentor stipend. Any time spent together before or after the normal school year shall be at the option of the mentor and probationary teacher. Time commitments may change due to revision of state mandates.
 - b. The mentor will attend in-service programs designed to assist the mentor with responsibilities such as cognitive coaching, peer analysis, instructional effectiveness, and time management. The mentor will conduct in-service sessions for the assigned probationary teacher(s) as needed. The minimum of mentor/probationary teacher contacts should be 8 per semester with no less than 1 contact per month. The contacts will include the following activities:
 - Individual conferencing 2-5
 - Classroom observations (at least 2 per year) 2-3
 - Group in-service involving the mentor and probationary teacher 1-2

Research shows that the eight most common problems for beginning teachers include:

- classroom discipline
- planning lessons and class work
- motivating students
- dealing with students' individual differences
- evaluating student work
- dealing with students' personal problems
- relating to parents
- coping with a lack of instructional resources

It is expected that each of these topics will be reviewed with the probationary teacher during the individual conferences or in-services provided by the mentor teacher.

5. In filling vacancies for mentor positions, the Administration shall consider the professional qualifications, background, attainments, and service in the school district of all applicants. The parties recognize that the filling of mentor vacancies is a prerogative of the Administration and the decision of the Administration will be final.
6. If, in the opinion of the Administration, the services of mentor teachers shall be deemed unsatisfactory for any reason, the probationary teacher shall be reassigned to a different mentor. Pay will be prorated based on the number of days of service as a mentor.
7. Either the mentor or the probationary employee may request to terminate the mentor-probationary employee relationship if, in either party's opinion, the relationship is not productive. The request will be given to the Building Administrator. If the request is upheld, a new mentor will be assigned to the probationary employee. Pay will be prorated based on the number of days of service as a mentor
8. Mentor/probationary teacher log:

Log of Mentor Contacts with Probationary Teachers

Mentor's Name: _____

Probationary Teacher: _____

Date of Contact	Type of Contact	Topic(s) Involved in Contact	Time Spent	Initials	
				Mentor	Prob.

- G. In recognition of services provided for completing Medicaid billing forms in order for the District to receive funds for eligible special education students, beginning in the 2007-08 school year special education Teachers, including speech therapists, who are bargaining unit members, will receive an additional \$100 above the 2006-07 funding provided by the District for each special education classroom to be used for the purchase of needed classroom supplies/materials for students as determined by the special education Teacher and approved by the Building Principal. This \$100 will come out of five percent (5%) of the total Medicaid dollars which the District received from Medicaid billing for the prior school year. In addition, the remainder of the 5% of such funds will be available through a committee comprised of the Special Education Director and two special education Teachers chosen by the Association to be allocated for purchase of needed special education program supplies/materials. Teachers desiring supplies/materials through this committee shall submit a written request to the Special Education Director.

ARTICLE XVIII
INSURANCE

- A. Through May 31 2012, the District will fully fund all costs of MESSA Choices II with a \$10/\$20 drug card and \$100/\$200 deductible and will move to a \$10 office visit. The District will not reimburse the deductible to the Association member. Beginning June 1, 2012, the BCEA will pay 10% of premium of MESSA Choices II with \$500/\$1,000 deductible and \$10 office visit.

The District will establish a pool of \$10,000 that will be available annually for reimbursement to any Teacher who is going through the prescription appeal process or has been rejected by this process. The member will pay \$10 per prescription as described in this paragraph while the process is ongoing, with the District absorbing formulation or ingredient cost out of the pool. If the appeal is denied, the member will pay the \$20 brand name cost with the District absorbing formulation or ingredient cost out of the pool.

The \$10,000 pool of money set aside each year by the District for reimbursement of any prescription cost that an employee may have over twenty dollars (\$20) per prescription because of the need to use the brand

name drug while a member is appealing a decision or when an appeal has been rejected, will be distributed in the first year of implementation of the \$10/\$20 drug card on a "first request basis" until the money is exhausted. See Appendix 12.

- B. Dental Insurance. The District will provide dental insurance to each Teacher and fully pay the cost through May 31, 2012. Starting June 1, 2012, the BCEA will pay ten (10%) of the premium cost. The benefits will be the same as that of the dental insurance plan provided by the Bullock Creek District in 2005-06 (MEBS) with an \$800 maximum coverage per year per insured person on each policy. Additionally, an orthodontic rider will included that will be the same as provided by the Bullock Creek District in 2005-06.
- C. In lieu of health insurance, a Teacher may elect the option of a cash payment through payroll or toward a current annuity program. Additionally, the District will pay the premium for a \$5,000 Term Life AD&D insurance policy provided such a policy can be obtained at the standard rate.

The District payment will be made according to the following sliding scale:

1-11 members	\$125 per month
12-14 members	\$200 per month
15-18 members	\$275 per month
18 and above members	\$350 per month

- D. The Board will provide LTD for each Teacher through May 31, 2012. Starting June 1, 2012, the BCEA will pay ten (10%) of the premium cost. The District will continue to pay 50% of the cost of short term disability insurance (benefits identical to those in 1986- 87) if requested by a Teacher.
- E. The Board will make available and will pay for 50% of the standard premium for \$5,000 Term Life AD&D for each Teacher if requested.
- F. The Board will provide VSP-1 vision insurance for each Teacher and fully pay the cost through May 31, 2012. Starting June 1, 2012, the BCEA will pay ten (10%) of the premium cost.
- G. Stipulations:

It has been determined by the Association and the Board that it would be detrimental to both the Association and the Board if a Teacher should apply for any part of this insurance program in the event he/she is already covered by the spouse's insurance coverage and such application would result in dual coverage.

Any spouse (of a Teacher hired after December 1, 1985) eligible for coverage under any other group medical or health insurance plan(s) as an employee shall be excluded from coverage as outlined in paragraphs A. and B. of ARTICLE XVIII. Medical health insurance benefits for such a spouse, if he/she is insurable, shall be provided if requested and paid for by the Teacher through payroll deduction.

If a spouse is no longer eligible for insurance through his/her employer, coverage shall be made available as outlined in paragraphs A. and B. of ARTICLE XVIII, provided he/she is insurable under one of the Teacher's medical health insurance programs.

It shall be the responsibility of the Teachers to see that all necessary insurance documents are filed with the insurance carrier and that any family changes be reported to the carrier.

H. An Insurance Review Committee shall be formed to focus on various insurance options. The Committee shall be made up of an equal number of District and Association members. Insurance consultants may be scheduled to meet with the Committee when appropriate. Review of insurance options will take into account the following:

1. Reputation of the insurer for providing quality service.
2. Availability and cost of care for participants.
3. Cost effectiveness of the premiums as compared to the coverage for participants.

A chairperson shall be selected alternately by the Association and the District. The party selecting the first chairperson shall be decided by the flip of a coin. Upon the request of either party, the Committee shall be activated at the beginning of any school year preceding the expiration of a Master Agreement.

The work of the Committee shall conclude with a recommendation presented to the Contract Review Committee by April 1 of the year in which the Master Agreement will expire.

ARTICLE XIX REVIEW COMMITTEE

A. Organization of the Review Committee

1. Representatives of the District and the Association may meet informally once a month from September through May for the purpose of reviewing the implementation of this Master Agreement and of resolving problems which may arise. It is the intent of this committee to

meet once a month by mutual consent of both parties. Additional meetings may be scheduled at mutual request. If both parties agree, in years the contract ends, the May Contract Review session may be suspended in lieu of a meeting to establish formal negotiations ground rules and future meeting dates.

2. No more than four (4) Teacher representatives shall be selected by the Association and no more than four (4) Administrator representatives shall be selected by the Superintendent. The Teacher and Administrator representatives may separately designate a Teacher chairperson and an Administrator chairperson who shall serve concurrently as co-chairperson.
 3. The meetings of the Review Committee are not intended to bypass the grievance procedure outlined in ARTICLE XIV of this Agreement.
- B. Agreements arrived at by the Review Committee shall be reduced to writing in the form of memoranda of understanding and submitted to the Association and the Board of Education for approval. Upon approval by the Association and the Board of Education, the memorandum shall become part of the Master Agreement for the duration of the Agreement.

ARTICLE XX DURATION OF AGREEMENT

This Agreement shall be effective the first day of the 2011-2012 school calendar and shall continue in effect until the last day prior to the 2013-2014 school year. No sooner than seven days following the State of Michigan May Revenue Consensus Meeting, but no later than May 31st of the final year of this Contract, the parties shall initiate negotiations for the purpose of entering into a successor agreement. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period by written mutual agreement of the parties.

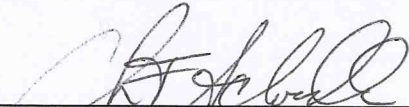
Bullock Creek School District

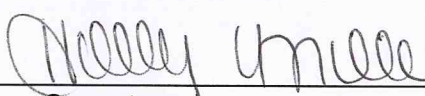
Bullock Creek Education Association

By: Superintendent

By: President

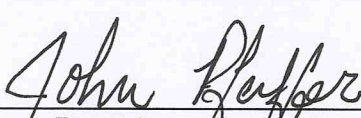
Bullock Creek School District

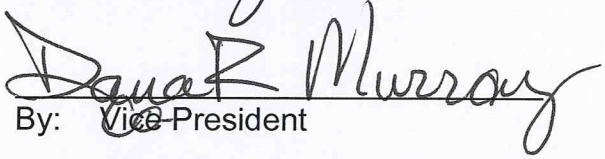

By: Superintendent


By: Secretary

Date: 10-26-11

Bullock Creek Education Association


By: President


By: ~~Vice~~ President

Date: 10-26-11

APPENDIX 1-AA
 Collaborative Performance Review
 BULLOCK CREEK SCHOOL DISTRICT

Employee:

Date:

Supervisor:

Tenured Non-tenured

DOMAIN 1: Planning and Preparation (examples)

- Demonstrates and applies knowledge of: research, assessment, structure of the discipline, and quality learning activities.
- Demonstrates knowledge of: child and adolescent development; the learning process; student needs, interests, and skills
- Sets clear, precise, obtainable instructional outcomes suitable for diverse learners

Staff NARRATIVE:

RANKING:	<input type="checkbox"/> Ineffective (1)
	<input type="checkbox"/> Minimally Effective (2)
	<input type="checkbox"/> Effective (3)
	<input type="checkbox"/> Highly Effective (4)

Staff COMMENT (required if not Effective):

Supervisor COMMENT (required if not Effective):

Staff GOAL:

Supervisor Approval

Staff STRATEGY(s):

Supervisor Approval

DOMAIN 2: Professional Environment (ie. classroom, IEP team, program) (examples)

- Fosters respect and rapport with students, parents, co-workers and supervisors
- Establishes a culture of learning (sets expectations for learning and achievement)
- Manages operational procedures, student behaviors, and physical workspace

Staff NARRATIVE:

RANKING:	<input type="checkbox"/> Ineffective (1)
	<input type="checkbox"/> Minimally Effective (2)
	<input type="checkbox"/> Effective (3)
	<input type="checkbox"/> Highly Effective (4)

Staff COMMENT (required if not Effective):

Supervisor COMMENT (required if not Effective):

Staff GOAL:

Supervisor Approval

Staff STRATEGY(s):

Supervisor Approval

DOMAIN 3: Professional Knowledge/Practices designed to Impart Knowledge (examples)

- Demonstrates skillful knowledge and application in area of assignment
- Employs quality instructional techniques (student discussion, demonstration, manipulation, participation/practice) resulting in significant student growth/improvement
- Engages the student to foster student accountability and responsibility
- Demonstrates flexibility and responsiveness to an evolving learning environment
- Achieves student growth as measured by national, state, or local assessments.

Staff NARRATIVE:

RANKING:	<input type="checkbox"/> Ineffective (1)
	<input type="checkbox"/> Minimally Effective (2)
	<input type="checkbox"/> Effective (3)
	<input type="checkbox"/> Highly Effective (4)

Staff COMMENT (required if not Effective):

Supervisor COMMENT (required if not Effective):

Staff GOAL:

Supervisor Approval

Staff STRATEGY(s):

Supervisor Approval

DOMAIN 4: Professional Responsibilities and Rapport (examples)

- Participates in a professional community to grow and develop
- Maintains accurate records, confidentiality, and communicates with families.
- Has the knowledge, skills, energy and stamina needed to motivate students, teachers, employees, etc.

Staff NARRATIVE:

RANKING:	<input type="checkbox"/> Ineffective (1)
	<input type="checkbox"/> Minimally Effective (2)
	<input type="checkbox"/> Effective (3)
	<input type="checkbox"/> Highly Effective (4)

Staff COMMENT (required if not Effective):

Supervisor COMMENT (required if not Effective):

Staff GOAL:

Supervisor Approval

Staff STRATEGY(s):

Supervisor Approval

*Employee Signature: _____ Date

Save this form as an electronic file to computer desktop or other personal document storage location. File is to be saved according to following format: last name, first name, year, month, day; i.e. *EmployeeJoe2010November15*. (Note: file name should not contain commas, hyphens, slashes, etc.). Email completed electronic file to your supervisor.

(Supervisor Use Only)

Based upon the review, the employee's job performance is considered:

Ineffective Minimally Effective Effective Highly Effective

Disposition

- Recommended for Continued Employment
- Recommended for placement on 1st year probation

- Recommended for placement on 2nd year probation
- Recommended for placement on 3rd year probation
- Recommended for placement on 4th year probation
- Recommended dismissal
- Recommended for a program of improvement

ADDITIONAL COMMENTS (Optional):

Supervisor Signature: _____

Date:

** Signature of P.I.E. indicates receipt of the performance review and he/she may adjoin a dated response to this evaluation if done so within 10 days*

[Note: This form has been revised]

APPENDIX 3-AA

Date rec'd by Superintendent

CONFIRMATION OF ABSENCE FROM SERVICE

NAME _____

DATE OF ABSENCE _____

REASON (please check appropriate line):

	1.	Personal Illness or Disability (a doctor's certificate or statement may be required).
	2.	Illness in the immediate family
	3.	Personal (Prior approval of Superintendent required – ATTACH copy of approved <u>Expected Absence</u> form).
	4.	Funeral in the immediate family – define relationship (child, etc.)
	5.	Funeral for someone NOT in the immediate family.*
	6.	Emergency.*
	7.	Child born to or adopted by an immediate family member.*
	8.	Instructional conference, convention or visitation (Prior approval of Superintendent required – ATTACH copy of approved <u>Expected Absence</u> form).
	9.	Jury duty.
	10.	Other – (cluster/grad level day, Association bisomess. Etc/) Pre-approved (ATTACH copy of approved <u>Expected Absence</u> form as well as other appropriate documentation).
	11.	Deduct.
	12.	Worker's Compensation.

*Combined total of 5, 6 and 7 is not to exceed three (3) days per school year.

Employee Date _____

Superintendent or designee Date _____

APPENDIX 3-BB

Date rec'd by Superintendent

NOTICE OF EXPECTED ABSENCE FROM SERVICE

NAME _____

DATE OF ABSENCE _____

REASON (please check appropriate line):

	1.	Personal Illness or Disability.
	2.	Illness in the immediate family
	3.	Personal (Days immediately preceding or following holiday/vacation or days during the first and last weeks of school REQUIRE Superintendent approval. Notice for personal days shall be given <u>one week</u> in advance except in an emergency.)
	4.	Funeral in the immediate family
	5.	Funeral for someone NOT in the immediate family.*
	6.	Emergency.*
	7.	Child born to or adopted by an immediate family.*
	8.	Instructional conference.
	9.	Jury duty.
	10.	Other – please define (cluster/grade level day, Association business, etc.)
	11.	Deduct.
	12.	Worker's compensation.

*Combined total of 5, 6, and 7 is not to exceed three (3) days per school year.

Employee

Date _____

Superintendent or designee

Date _____

APPENDIX 4-A
GRIEVANCE FORM
between the
BULLOCK CREEK SCHOOL DISTRICT
and the
BULLOCK CREEK EDUCATION ASSOCIATION

School: _____ Date: _____

Name of Grievant: _____

Building Principal: _____

Name of Association Representative: _____

Nature of Grievance, Alleged Date of Occurrence and Relief Sought: _____

Article or Articles Violated: _____

Date of Informal Discussion: _____

Signature of Grievant

Date _____

APPENDIX 4-B
SUPERINTENDENT LEVEL

Date filed with Superintendent: _____

Date of Meeting: _____

Disposition by Superintendent: _____

Signature of Superintendent

Date _____

BOARD LEVEL

Date filed with Board: _____

Date of Meeting: _____

Disposition by Board: _____

Signature of Board President

Date _____

ARBITRATION LEVEL

Date Submitted to Arbitrator: _____

Date of Arbitration Hearing: _____

Disposition: As per arbitrator's decision.

APPENDIX 5-A
REQUEST FOR TRANSFER

Date _____

I hereby request the following transfer from: _____

(include class, building, position, full-time/part-time status)

to: _____

(include class, building, position, full-time/part-time status)

Reason for request of transfer: _____

Degree Held: _____

Teaching Certificate Held: _____

Experience: _____ Grade: _____

Subjects: _____

Signature of Teacher

SUCH REQUEST SHALL BE SUBMITTED BY APRIL 1ST OF THE CURRENT SCHOOL YEAR TO ASSURE CONSIDERATION BY THE DISTRICT FOR THE FOLLOWING YEAR.

APPENDIX 6-A

_____ Date Received by Superintendent

REQUEST TO DONATE PERSONAL DAYS

I, _____ request permission to receive
Person receiving days

_____ personal days from _____'s
Number of Days Person donating days

accumulated personal day bank. These day(s) will be used on the following date(s):

Dates the receiver will be absent

Signature of Person Making Request

Signature of Person Donating Days

Date of Signing

Date of Signing

Superintendent's Signature for Approval

Date of Signing

APPENDIX 7-A

Date rec'd by Superintendent

REQUEST FOR TUITION REIMBURSEMENT

Teacher Name: _____ School: _____

Home Phone Number: _____

Number of Credits Requested for Consideration: _____

I request reimbursement for already-paid tuition up to the amount of: _____

Course Title/Number	Semester/Term	Number of Credits	Cost Per Credit

Teacher _____ Signature _____
Date _____

This request is for advanced study hours which comply with the criteria from Article XVII, Section A.3.a–c of the Master Agreement. Attached are:

- Copies of already-paid tuition receipts from the previous October 1st through September 30th time frame.
- Copies of corresponding transcripts, report cards or other documentation demonstrating achievement at a minimum level of 3.0 (B); or satisfactory, if satisfactory/unsatisfactory.

I realize reimbursement may be in full, or it may be partial. The reimbursed amount is dependent upon the quantity of the other requests being submitted and is subject to review by a joint committee of the BCEA and the District. Reimbursements will be paid once annually in late October or early November.

PLEASE SUBMIT TO THE SUPERINTENDENT'S OFFICE BY OCTOBER 1ST

APPENDIX 8-A
MENTORSHIP AGREEMENT

Date rec'd by Superintendent

Mentor Teacher: _____

Building Assignment: _____

Probationary Teacher: _____

Building Assignment: _____

Payment Amount for Mentor Teacher: _____

Principal's Signature

Date: _____

Mentor's Signature

Date: _____

Probationary Teacher's Signature

Date: _____

School Year for Assignment Period: _____ / _____

APPENDIX 9

Professional Development Outside of the School Year

Title of Activity: _____

Description of Activity:

Date: _____

Time: _____

Deadline to be returned: _____

Staff members volunteering to participate must sign the form below and return it to the Director of Curriculum. Teachers will be compensated at .085% of the BA base salary as outlined in Article IV, Section H., 3. of the Master Agreement.

Name of Teacher: _____
(Please print)

Teacher's Signature: _____

Date: _____

APPENDIX 10



CURRICULUM COORDINATOR
PERFORMANCE APPRAISAL FORM

NAME: _____

POSITION: _____

<p>MID-YEAR APPRAISAL _____ Date: _____ Only completed on first year Curriculum Coordinators or experienced Curriculum Coordinators who need to show improvement.</p> <p>FINAL SUMMATIVE APPRAISAL _____ Date: _____ Complete by April 15 each year for all Curriculum Coordinators</p>

I. CATEGORIES OF COMPETENCE
(Definition of Terms)

S = Satisfactory, U = Unsatisfactory, NO = Not Observed.

Categories of Competence Summative Profile:

1. Work with the Director of Curriculum to ensure that all teachers have the necessary information and resources to implement the Content Expectations, create curriculum documentation such as pacing guides and syllabi while using sound teaching strategies.

S **U** **NO**

Comments: _____

2. Serve as a resource specialist and disseminate current information and materials related to the curriculum to staff in a timely manner.

S **U** **NO**

Comments: _____

3. Plan and facilitate 3-6 meetings each school year with staff for professional development and instructional materials selection. Publish meeting agenda and notes as well as a year-end summary to the Director of Curriculum and those on your assigned curricular teams.

S **U** **NO**

Comments: _____

4. Participate in planning meetings with the Director of Curriculum and other coordinators quarterly. In coordination with the Director of Curriculum, lead the faculty in the development of common assessment designed to measure student achievement in identified areas. Assist in preparation of parent informational materials in identified area.

S

U

NO

Comments: _____

5. Attend the District Wide School Improvement Team meetings when requested by the Director of Curriculum. Attend, as requested by building administrators, school improvement planning meetings, and participate in state and regional activities in related content areas as requested.

S

U

NO

Comments: _____

6. Submit any required reports and documents in a timely manner and take responsibility as determined by the Director of Curriculum.

S

U

NO

Comments: _____

II. OBJECTIVES FOR APPRAISAL PERIOD

The Director of Curriculum and Curriculum Coordinator will collaboratively establish goals for the appraisal period. Please state objectives in relation to the overall district goals for curriculum development. The objectives need to be measurable, attainable and relevant. List additional objectives or further elaboration on additional paper as required.

Objectives:

III. OBJECTIVES FOR APPRAISAL PERIOD

Results Achieved:

IV. EVALUATOR'S SUMMATIVE STATEMENT

V. EVALUATOR'S SUMMATIVE RECOMMENDATION

This rating will only be used for a final summative rating at the end of the school year.

_____ I recommend continued employment as a Curriculum Coordinator.

_____ I recommend termination of employment as a Curriculum Coordinator.

VI. EVALUATED CURRICULUM COORDINATOR COMMENTS

Evaluating Administrator's Signature

Date

Evaluated Curriculum Coordinator's Signature

Date

APPENDIX 11

REIMBURSEMENT REQUEST FORM
Prescription Appeal Consideration/Rejection

According to the agreement reached with the Bullock Creek Education Association and the Bullock Creek Schools on September 17, 2007, a pool of \$10,000 will be made available annually to members of the Bullock Creek Education Association (BCEA) who by going to the \$10/\$20 drug card is having to go through the appeal process or rejected by the appeal process with DRAMS because the member's physician has requested an exception for the member to take the brand name drug available rather than the generic.

During the appeal process, the BCEA member will pay a \$20 co-pay per prescription and request a \$10 reimbursement from the \$10,000 pool, and if the appeal is denied, the member will pay the \$20 brand name co-pay per prescription with the District reimbursing only the formulation or ingredient cost out of the pool of \$10,000 until the pool is expended annually.

The money will be distributed to members on a first come, first serve method for those submitting the complete required documentation appropriately, accurately and in a timely fashion. In the event that the pool of \$10,000 is expended prior to the member's request, the member will be responsible for all prescription cost incurred. Request can only be made for cost incurred by the BCEA member within a specified school year from July 1 until June 30 with documentation submitted to the administration no later than July 31 of that reimbursement year. The member cannot request from a \$10,000 pool of money for cost incurred in a previous school year period when the pool of money was exhausted.

The following documentation will be required of the member for reimbursement:

1. The reimbursement request form completed accurately.
2. A letter from the physician requesting the exception from DRAMS indicating that he/she had contacted DRAMS for the appeal, indicating the date the letter was sent to DRAMS.
3. A letter from DRAMS indicating either that they have received the appeal request or have denied the request.
4. Receipt indicating the date the member paid for the prescription, the amount paid by the BCEA member out-of-pocket and broken down to exact payment for prescription co-pay, formulation and ingredient cost.

Requesting BCEA Member Name _____

Date Received by Administration _____

Amount Paid for Prescription Co-Pay _____

Amount Paid for Formulation/Ingredient Cost _____

Total Amount Requested for Reimbursement _____

**Check one of the following:

_____ In the appeal process with DRAMS _____ Denied appeal with DRAMS

**The District will send a copy of the following request back to the member for the member's record.