

MASTER AGREEMENT

BETWEEN THE

BULLOCK CREEK SCHOOL DISTRICT

AND THE

BULLOCK CREEK EDUCATION ASSOCIATION

In effect until the last day prior to the 2007-2008 2010-2011 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 whose sole employment by the Bullock Creek School District is in any or all of the following:

Driver Education	Middle School Softball Coach
Summer School	Middle School Play
High School Completion/Alternative Education	Senior Class Sponsors
Adult Basic Education	Senior High Student Council
Head Varsity Boys' Baseball Coach	Yearbook—Middle School
Head Varsity Boys' Basketball Coach	7th Grade Basketball Coaches
Head Varsity Boys' Football Coach	7th Grade Volleyball Coach
Head Varsity Boys' Track Coach	7th and 8th Grade Wrestling Coach
Head Varsity Boys' Wrestling Coach	8th Grade Basketball Coaches
Head Varsity Girls' Basketball Coach	8th Grade Volleyball Coach
Head Varsity Girls' Softball Coach	Middle School Boys' Track Coach
Head Varsity Girls' Track Coach	Middle School Girls' Track Coach
Head Varsity Girls' Volleyball Coach	5th and 6th Grade Coaches
Summer Band	Junior Class Sponsors
Director, Extra-Curricular Instrumentalists	Yearbook—High School

Head Boys' Cross Country Coach
 Head Boys' Tennis Coach
 Head Girls' Cross Country Coach
 Head Girls' Tennis Coach
 Junior Varsity Baseball Coach
 Junior Varsity Basketball Coach
 Junior Varsity Football Coaches
 Junior Varsity Softball Coach
 Junior Varsity Girls' Volleyball Coach
 Varsity Assistants
 Varsity Golf
 Varsity Cheerleading
 Freshman Coaches
 Debate
 Forensics
 High School Play
 Intramural Coaches/Weightlifting
 Middle School Student Council
 Junior Varsity Tennis Coach
 Junior Varsity Cheerleading
 Middle School Baseball Coach

National Honor Society Sponsor
 PomPon Girls' Coach
 School Paper
 Foreign Language Club Sponsor
 Freshman Cheerleading
 Freshman Class Sponsors
 Middle School Cheerleading Coach
 Sophomore Class Sponsors
 Writing Club
 Chess Club Sponsor
 Co-op Club Sponsor
 Elementary Student Council
 Home Economics Club Sponsor
 Science Club Sponsor
 Senior High Pep Club Sponsor
 Cross Country Coordinator
 Cross Country Assistant
 Track and Field Coordinator
 Track and Field Assistants
 Head Wrestling Assistants
 Temporary/Substitute Teachers

This paragraph shall not apply if such classes become part of the regular day school 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 consistent 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 own personal file 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.

- 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 they 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 relief 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. The District and the Association will pursue avenues to keep this preparation time as equitable as possible with the secondary Teachers.
- F. Teachers' meetings should take precedence but no more than five (5) hours per month will be required. Teachers must be notified in writing two (2) workdays before all such meetings.
- G. Teacher involvement in committee work shall be voluntary.
- H. 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.
- I. 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 of any professional development meeting outside of the defined school year is voluntary for all Teachers.

- J. 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 Teachers 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 from special teaching personnel, such as music, physical education, art, Comprehensive Guidance, and library, shall be clearly defined at 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.
- C. General 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. General 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 and the instructor, and keyboarding classes which will be limited to thirty-five (35); and multiple grade regular elementary classrooms shall be limited to twenty-five (25). These ratios shall be complied with by the Fall 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 Fall count day report indicating class sizes within each grade level across the District will be made available to the Association upon request.
 - 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. Adequate off-street parking facilities shall be provided, properly maintained, and identified exclusively for Teachers.
- L. 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.
- 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 I.E.P.C. procedures and 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 at least two 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, posting shall be accomplished by mailing 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 Association President or their designees for staffing and/or assignment purposes. When posting is accomplished by mail, the time limit established to respond shall be extended to fourteen (14) calendar days of the date of the mailing. 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 will be filled first from the list of qualified applicants regularly employed by the District the school year preceding the summer school. Guest Teachers may be employed if there are not enough qualified applicants.

ARTICLE VII LEAVES

- A. At the beginning of each school year each Teacher shall be credited with fifteen (15) 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 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 two (2) personal days per year. Any unused personal days may be carried over to the next year, allowing an accumulation of five (5) such days. If, at the end of a school year, there remains five (5) 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 Forms in Appendix 3BB and 3CC).

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 Forms in Appendix 6A and 6AA).

- 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 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, providing that in so doing, there will be no conflict with rules, regulations, or by-laws of the North Central Association or the Michigan Bureau of School Services Accrediting Division. 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.
- 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 administration office, or as directed, 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.
- 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.
- J. A Confirmation of Absence from Service Form as per Appendix 3AA must be filed in duplicate with the Superintendent 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 will be automatically withheld. Upon disposition, the duplicate shall be returned to the Teacher.

- K. A Teacher shall be allowed to be absent when called for jury duty. The Teacher may use up to ten (10) days per year which is not deductible from any other leave and 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 been on jury duty. Teachers excused from jury duty before 12:00 noon during a school day, must report at school immediately upon being released by the court in order to receive jury duty pay under this paragraph.
- 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 request with the Superintendent, at least ninety (90) days prior to the termination of the leave.
 - 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. (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. Approved Forms

1. The Standard Evaluation Form (Appendix pages 1-AA-1-GG) is a fixed-response instrument required for all non-tenured Teachers.
2. The Optional Form (Appendix pages 1-HH-1-II) is a narrative instrument which may be used for the tenured Teacher by mutual consent of the Teacher and the evaluator.

C. Formal Evaluation Procedures

1. Each evaluation visit shall be preceded by a pre-observation conference between the evaluator and the Teacher. This conference shall occur at least five (5) school days previous to the visit and shall be devoted to the following topics. (The 5-day rule may be suspended by mutual consent of the Teacher and evaluator.)
 - a. Teacher's objectives, methods, and materials planned for the teaching-learning situation during which evaluating will occur.
 - b. Discussion of evaluator's particular expectations in relation to Teacher's specific assignment—i.e. tasks, regulations, responsibilities, etc., that are unique to a building, department, or subject area.
 - c. Review of the evaluation instrument and clarification of specific elements to be included in the evaluation.
 - d. Agreement as to the general time of the evaluation visit.
 - e. Discussion of other matters that might be pertinent to the process.
2. Formal Evaluation Visit
 - a. Evaluation observations will normally be by the Teacher's immediate supervisor or building administrator.
 - b. "Probationary Teachers"

Evaluation visits shall occur a minimum of two (2) times during the school year. The first evaluation shall occur by November

30. A second evaluation shall occur by March 14. The second evaluation will not occur before January 1.
- c. Tenure Teachers shall be evaluated at least once in every three (3) years.
 - d. An evaluation visit shall be for a minimum of thirty (30) minutes or one (1) class period, or the duration of a particular lesson, whichever is longer. General observations by the supervisor or building administrator may be included in the evaluation.
3. The evaluator shall hold a post-observation conference with the Teacher for the purpose of clarifying the written report and recommendations. Such a conference shall be held within ten (10) school days after the visitation.
- a. When the evaluator finds that a Teacher needs improvement in a category of the evaluation, 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.
 - b. The evaluator's "Disposition" statement shall be selected from the following:
 - 1) Recommended for continued employment.
 - 2) Recommended for placement on 1st year probation.
 - 3) Recommended for placement on 2nd year probation.
 - 4) Recommended for placement on 3rd year probation.
 - 5) Recommended for placement on 4th year probation.
 - 6) Recommended for dismissal.
 - 7) Recommended for a program of improvement (as specified in C. 3. a. above).
 - c. Evaluator and Teacher shall have the opportunity to review and comment on the evaluation report.
 - d. 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.
 - e. 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.

- f. 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 C 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 C. 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-visit 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 C, 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 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:
 - 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 leave of absence, except Voluntary Leaves (see provision for Voluntary Leave – Article VII(L)(4)).
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 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 Later than May of the final year of this contract, the parties shall initiate negotiations for the purpose of entering into a successor agreement.

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.

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 means for prompt adjustment of 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 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. Credit Union (For either shares or loans, upon request of a specific Teacher, and transmitted directly to the Members First Credit Union).
- 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 continuing process to assist in future negotiations.
- 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 to 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 the individual contract 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 Inservice Programs during each semester. The purpose of inservice 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 inservice 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, comprised, 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:
 - a. beginning of the 1st semester
 - b. beginning of the 2nd semester

At these times, all teaching personnel seeking a new classification of training shall submit proof of eligibility and make a written request for such adjustment at the earliest possible date, but no later than the

beginning of the semester. Failure to make a proper request and submit official evidence from registrar of eligibility, would invalidate the adjustment that semester.

3. a. To qualify for a higher category on the salary schedule, all advanced study hours must be in the area of the Teacher's teaching major or minor, or must be in a program approved by a college or university leading to a master's degree, or a degree beyond the master's degree.
- b. Advanced study hours which do not meet these requirements, but which are deemed valuable in the teaching assignment, may be applied to qualify a Teacher for a higher category on the salary schedule if these hours are approved by the Teacher's immediate supervisor and the Superintendent of Schools, prior to enrollment in the course.
- 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; 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 their regular annual salary per day.
6. The salary schedule is as follows:

2005-2006 SALARY SCHEDULE
PERCENT = 1.50%*

Step	BA	BA+30/MA	MA+15	MA+30
0	\$31,615	\$33,133	\$34,542	\$36,006
1	\$32,985	\$34,562	\$36,029	\$37,551
2	\$34,412	\$36,053	\$37,577	\$39,167
3	\$35,903	\$37,605	\$39,196	\$40,846
4	\$37,448	\$39,227	\$40,881	\$42,600
5	\$39,067	\$40,915	\$42,638	\$44,425
6	\$40,752	\$42,676	\$44,470	\$46,331
7	\$42,510	\$44,511	\$46,376	\$48,314
8	\$44,341	\$46,425	\$48,368	\$50,385
9	\$46,308	\$48,419	\$50,442	\$52,547
10	\$48,239	\$50,502	\$52,607	\$54,791
11	\$50,895	\$52,670	\$54,860	\$57,140
12	\$0	\$54,927	\$57,214	\$59,584
13	\$0	\$57,804	\$60,116	\$62,523

*minimum

2006-2007 SALARY SCHEDULE
PERCENT = 2.00%*

Step	BA	BA+30/MA	MA+15	MA+30
0	\$32,247	\$33,796	\$35,233	\$36,726
1	\$33,645	\$35,253	\$36,750	\$38,302
2	\$35,100	\$36,774	\$38,329	\$39,950
3	\$36,621	\$38,357	\$39,980	\$41,663
4	\$38,197	\$40,012	\$41,699	\$43,452
5	\$39,848	\$41,733	\$43,491	\$45,314
6	\$41,567	\$43,530	\$45,359	\$47,258
7	\$43,360	\$45,401	\$47,304	\$49,280
8	\$45,228	\$47,354	\$49,335	\$51,393
9	\$47,234	\$49,387	\$51,451	\$53,598
10	\$49,204	\$51,512	\$53,659	\$55,887
11	\$51,913	\$53,723	\$55,957	\$58,283
12	\$0	\$56,026	\$58,358	\$60,776
13	\$0	\$58,960	\$61,318	\$63,773

*minimum

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 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 they received tenure status.

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)

** With the mutual agreement of the Principals of the schools involved, Athletic Director, and Head Coach, the appropriate option below may be implemented.

Cross Country (Boys & Girls)

	Cross Country Coordinator—9%
	Cross Country Assistant (Class III)—5%

Track and Field (Boys & Girls)

	Track and Field Coordinator—14%
	Assistant (Class II)—7%
	Assistant (Class II)—7%

Assistant (Class II)—7%

Head Wrestling (Class I)—10.5%

Assistant (Class II)—7%

Middle School Assistant (Class IV)—3%

7th and 8th Grade Wrestling Coach (Class III)—Replaced by assistant.

2005-2006 BULLOCK CREEK EXTRA-CURRICULAR PAY SCHEDULE*

		Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII	
Step	14.00%	10.50%	9.00%	7.00%	5.00%	3.00%	2.50%	2.00%	1.00%
0	4426	3320	2845	2213	1581	948	790	632	316
1	4618	3463	2969	2309	1649	990	825	660	330
2	4818	3613	3097	2409	1721	1032	860	688	344
3	5026	3770	3231	2513	1795	1077	898	718	359
4	5243	3932	3370	2621	1872	1123	936	749	374
5	5469	4102	3516	2735	1953	1172	977	781	391
6	5705	4279	3668	2853	2038	1223	1019	815	408
7	5951	4464	3826	2976	2126	1275	1063	850	425
8	6208	4656	3991	3104	2217	1330	1109	887	443

*Based on the 1.5% increase for 2005-2006

2006-2007 BULLOCK CREEK EXTRA-CURRICULAR PAY SCHEDULE*

		Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII	
Step	14.00%	10.50%	9.00%	7.00%	5.00%	3.00%	2.50%	2.00%	1.00%
0	4515	3386	2902	2257	1612	967	806	645	322
1	4710	3533	3028	2355	1682	1009	841	673	336
2	4914	3686	3159	2457	1755	1053	878	702	351
3	5127	3845	3296	2563	1831	1099	916	732	366
4	5348	4011	3438	2674	1910	1146	955	764	382
5	5579	4184	3586	2789	1992	1195	996	797	398
6	5819	4365	3741	2910	2078	1247	1039	831	416
7	6070	4553	3902	3035	2168	1301	1084	867	434
8	6332	4749	4071	3166	2261	1357	1131	905	452

*Based on the 2% increase for 2006-2007

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.

i.e.: 2002-2003 Base pay \$30,235 \$20.00/hr.
2003-2004 Base pay \$30,840 \$20.40/hr.

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, 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. Summer School Teachers—Compensation—reference 5.
8. Authorized mileage on school business is to be paid at the Board approved district rate.
9. A J.V. coach will receive 1/2 credit for each year, if moved to the varsity level.
10. 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.
11. Teachers of High School Completion and Adult Education—Compensation—reference 5.
12. 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.
13. 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.
14. 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.
15. 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:

Core Coordinators will be compensated with a \$2,000 per year stipend to be paid 1/2 in December and 1/2 in June of the given school year. Core Coordinators will be those identified in the following areas: Secondary Mathematics, Secondary Science, Secondary Language Arts, Secondary Social Studies, Grades Kindergarten and One, Grades Two and Three, and Grades Four and Five.

Non-core Coordinators will be compensated with a \$1,000 per year stipend to be paid 1/2 in December and 1/2 in June of the given school year. Non-Core Coordinators will be those identified in the following areas: Visual Arts, Performing Arts, Healthful Living and Physical Education, Vocational/Business, Trades/Industrial Arts, Foreign Language, Guidance, and Media/Library.
 - f. Qualifications and primary responsibilities of Curriculum Coordinators will be those spelled out in the November 2000, Letter of Agreement between the Bullock Creek Education Association and the Bullock Creek Schools.
- 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. Payroll checks will be issued biweekly to Teachers on Thursday.

- E. Should a regular pay date fall during a period when school is not in session, Teachers shall receive the pay due on that date on the last day prior to recess or by mail on the due date.
- F. 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.
- G. On a voluntary basis, Tenure Teachers may serve as Mentor Teachers to those Teachers on staff that are probationary. The appointed Mentor Teacher will be compensated on the following scale:

THE MENTORING OF:

1 st year probationary Teacher	\$600
2 nd year probationary Teacher	\$400
3 rd year probationary Teacher	\$100

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) per year for each year after 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) per year for the first year of service and then one hundred dollars (\$100) per year for the 2nd and 3rd year of probationary status in the Bullock Creek School District.

ARTICLE XVIII
INSURANCE

- A. Year 1 (2005-2006): Each Teacher shall switch to MESSA Choices II by May 1, 2006. Up to five (5) Teachers may receive MESSA Super Care I because of special circumstances as outlined November 28, 2005. These five (5) Teachers will receive this coverage at no additional cost. Choices II fully paid by District for the life of the Contract.

Year 2 (2006-2007): Each Teacher shall receive MESSA Choices II fully paid. Five (5) Teachers continue to receive MESSA Super Care I because of special circumstances as outlined November 28, 2005, at no additional cost.

Additional Teachers may opt for MESSA Super Care I at their own discretion. These additional Teachers will bear the cost difference between MESSA Choices II and MESSA Super Care I.

- B. Dental Insurance. The District will provide dental insurance to each Teacher and fully pay the cost for a full twelve (12) months. The benefits will be the same as that of the dental insurance plan provided by the Bullock Creek District in 1977-78. (S.E.T. Ultradent.) Additionally, beginning with the 1985-86 school year, an orthodontic rider will be implemented. Benefits are as outlined in SET contract #424-02.
- C. In lieu of health insurance, a Teacher may elect the option of \$125.00 per month toward a current annuity program beginning in the contract year 1997-98. 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.
- D. The Board will provide LTD for each Teacher. 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 for a full twelve (12) months.
- 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.
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 continue in effect until the last day prior to the 2007-2008 school year. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. 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 mutual written agreement of the parties.

Bullock Creek School District

Bullock Creek Education Association

By: Superintendent

By: President

By: Secretary

By: Vice President

Date:_____

Date:_____