

**AGREEMENT BETWEEN THE**

**BOARD OF EDUCATION  
OF THE  
BIG BAY DE NOC SCHOOL DISTRICT**

**AND THE**

**BIG BAY DE NOC EDUCATION ASSOCIATION  
UPPER PENINSULA EDUCATIONAL ASSOCIATION  
AND THE  
MICHIGAN EDUCATION ASSOCIATION**

**2008-2011**

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## **ARTICLE 1 AGREEMENT**

This agreement is entered into this First day of September, 2008, and runs through August 31, 2011, by and between the Board of Education of Big Bay de Noc, hereinafter called the "Board," and the Big Bay de Noc Education Association, Upper Peninsula Education Association and the Michigan Education Association, hereinafter called the "Association." The signatories shall be the sole parties to this agreement.

Whereas, the Board of Education is required by law to negotiate with the Association on wages, hours, and the terms and conditions of employment of teachers. The parties, through negotiations in good faith, have reached an agreement on all such matters and desire to execute this contract covering such an agreement.

The Board recognizes the Association as the exclusive bargaining representative as defined in Section XI of Act 336 of Public Acts of 1947, as amended, for all certified personnel under the contract with Big Bay de Noc School District, excluding all supervisory personnel as defined in the Act and office, clerical, maintenance, operating employees and substitute teachers and all other employees.

- (a) The term "teacher" when used in this agreement shall refer to all certified teaching personnel represented by the name of the employee organization in the bargaining or negotiating unit as defined above.
- (b) The term "Board" shall include its officers, trustees, and designees. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, PA of 1965, for the duration of this agreement.

## **ARTICLE 2**

### **ASSOCIATION AND TEACHER RIGHTS**

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that certified teachers of the Board shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act and the laws of Michigan, that it will not discriminate against any teacher with respect to hours, wages, or condition of employment by reason of his/her membership and participation in the Association's activities, or collective bargaining or professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan laws.

C. The Association and its representative may request of the Administration the use of the school buildings at hours as deemed reasonable by the Administration for meetings (the word "reasonable" means the building will be available for the use of teachers outside of the regular school hours when no other meetings have been scheduled and have been previously announced) and any additional costs incurred for the use of the facilities shall be borne by the Association. No charge shall be made for use of the school rooms before the commencement of the school day nor until 6:00 p.m.

D. Duly authorized representatives of the Association and respective affiliates shall be permitted to transact official Association business on school property, as deemed reasonable by the Administration, and provided that, this shall not interfere with or interrupt the normal school operations.

E. The Association shall be granted permission by the Administration to post notices of activities and matters of Association concern on teacher bulletin boards. At least one such board shall be provided in each building. The Association may use the teacher mail boxes for communications to the teachers. The Association shall have reasonable use of equipment and any costs incurred for the use of the equipment shall be borne by the Association.

F. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, including annual financial reports, audits, register of certificated personnel, budgets, agendas and minutes of all Board Meetings, and all available information about state and federally funded programs.

G. The rights granted herein to the Association shall not be granted or extended to any competing labor organization. The Board shall place on the agenda of each regular Board meeting under "new business" any matter brought to its consideration by the Association, so long as those matters are made known to the superintendent in writing by 9:30 a.m. the Wednesday prior to said meeting.

H. Association time shall be granted to the president or a representative of the president (officer) of the union in the manner of three (3) days per year to work on association business. The Association will pay for substitutes on day one (1) and day (3). The Board will pay for a substitute on day two (2). There will be no carryover of days each year.

I. Individual contracts shall be issued to staff members.

### **ARTICLE 3**

#### **RIGHTS OF THE BOARD**

A. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws of the State of Michigan, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system, its properties and facilities and the activities of its employees.
- (2) To hire all employees and subject to the provisions of law, to determine their qualification, and the conditions for their continued employment, or their dismissal or demotion and to promote, and transfer all such employees.
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for all students, as deemed necessary or advisable by the Board.
- (4) To decide, with the advice of the employees, upon the means and methods of instruction, the selection of textbooks, and other teacher materials, and the use of teaching aids of every kind and nature.
- (5) To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreements.

#### ARTICLE 4

##### PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS AND METHODS OF PAY

A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership in the Association, including the NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one tenth of such dues from the second regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

B. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions will be made pursuant to Article 4, Section A.

C. Pursuant to Chicago Teachers Union v Hudson, 106 Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this agreement.

D. The Association agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits or other forms of liability including, but not limited to, back pay and all out of court or administrative agency costs that may arise out of or by reason of any action by the Board for the purpose of complying with this Article.

E. Teachers shall be paid according to a schedule of their choice.

- (1) Total annual salary shall be divided into 26 pay periods and payable every two weeks. The total unpaid balance shall be paid in a lump sum at the end of the school year.
- (2) The total teacher salary shall be divided into 20 pay periods and paid every two weeks.
- (3) The total teacher salary shall be divided into 26 pay periods and paid every two weeks.

F. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher, and make appropriate remittances for annuities, credit union, savings bonds, or charitable donations. Any other plans or programs requested by the Association must have the approval of the Board.

G. Teachers who absent themselves due to an emergency situation beyond their control must notify the administration prior to leaving or said teacher will be required to take time lost without pay.

H. First pay is to start two weeks after the last payday of the prior contract. (This includes methods 1 and 3 above.)

## ARTICLE 5

### TEACHING HOURS AND CLASS LOAD

A. Teachers shall be required to report for duty twenty-five (25) minutes before the opening of the pupil's regular school day in the morning and be present in their classrooms or areas of assignment. Teachers shall be permitted to leave five (5) minutes after close of the pupils' regular school day. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. Teachers are to remain for a sufficient period after the close of the pupils' day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher and principal, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day.

B. The weekly teaching load in the junior and senior high school will include one unassigned preparation period. The weekly teaching load in the elementary school will not exceed six (6) hours of pupil contact per day. This can be changed, ie., adjusted, increased, decreased by the mutual agreement of the parties.

C. All teachers shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes.

D. Elementary teachers will be provided two 15-minute relief periods each day. Playground duty will be assigned to each elementary teacher equally and one personal business day will be accumulated per teacher per year.

P.E., music, and library skills will be taught in the elementary, dependant on the availability of and financial ability to provide those teachers. This time is elementary prep time for that classroom teacher.

At any time an elementary teacher must take over the class due to the absence or non-attendance of the P.E. teacher, the music teacher, and or the library skills teacher, that teacher is to notify the superintendent's secretary and a record of such times will be kept. The time so accumulated may be used as release time or will be paid time to the teacher based on twenty dollars (\$20) per period or nearest half hour at the teacher's choice.

In the event it becomes necessary for a teacher to teach both sections of a class, ie., one teacher is absent in the first grade, no substitute is available, and the teacher present teaches both sections, that teacher will be compensated as outlined above. There will be no compensation if the teacher is teaching only his/her section and simply exercises supervision over the other section.

If at the close of the school year the time has not been used as release time, the teacher will be paid for that time. There will be no carryover from year to year.

The noon hour will be so scheduled so that one teacher can cover the lunch room thus relieving the other teacher from this duty. This will be done on a rotating basis, thus affording each teacher more prep time over time.

E. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational programs practicable for every boy and girl in the school district. This includes:

- (1) Careful preparation of daily classes.
- (2) Attendance at staff meetings and workshops is required, unless the teacher is excused by the Administration.
- (3) Participation in activities of the school such as:
  - a. Open house shall be held at least once a year.
  - b. The Board shall provide for not more than three (3) teachers to be represented on the school policy-making committee in an advisory capacity. Final decisions to rest with the Board of Education.
  - c. Public performance of children and other school events for which the teacher is directly responsible.

## **ARTICLE 6**

### **SPECIAL STUDENT PROGRAMS**

A. Both parties recognize that all students must be provided with the least restrictive environment. Services must be appropriate to the student's unique needs as determined by an individual IEPC on an individual basis.

B. Any teacher providing or who may in the future provide instructional or other services to a handicapped student in a regular education classroom setting shall be invited to participate in the IEPC.

C. Teachers shall have available the services deemed necessary by the IEPC.

D. Except in life threatening or extenuating circumstances, the general education classroom teacher shall not be required to perform medical, hygienic or other non-instructional procedures.

E. In the event that a child with an on-going or chronic communicable disease is allowed by policy or law to attend school, all teachers having contact with this student shall be notified in advance of the child's placement and/or return to school, to the extent such notification is permitted under law. The district shall provide in-service training in hygienic practices and management to teachers coming into contact with students having such communicable diseases, if requested by such teachers. Once notified and trained, teachers shall comply with the district's policies to assure that such afflicted students are not discriminated against.

## **ARTICLE 7**

### **TEACHING CONDITIONS**

A. The Board recognizes that optimum school facilities for both student and teacher are desirable to insure the high quality of education. Because the pupil-teacher ratio is an important aspect of any effective educational program, the Board agrees that class size should be lowered whenever possible at an acceptable number as dictated by the financial conditions of the district, the building facilities available, the availability of qualified teachers and the best interest of the district as deemed administratively feasible, and in

keeping with the State Accreditation standards.

B. The Board recognizes that appropriate tests, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teacher profession. The Board agrees at all times to keep the school equipped and maintained within the finances available.

C. The Board agrees to provide:

- (1) A separate desk for each teacher in the district with a lockable drawer space.
  - (2) Closet space for each teacher to store coats, overshoes and personal articles.
  - (3) Chalkboard space in every classroom.
  - (4) Storage space in each building for instructional materials.
  - (5) Attendance books, paper, chalk, erasers and other such materials required in daily teaching responsibilities.
  - (6) Telephone facilities shall be made available to teachers for their use.
  - (7) Off-street parking facilities shall be provided.
  - (8) No teacher shall be required to drive a school bus under any conditions.
  - (9) In the event that the needs of any student interfere with the educational process the parties agree to discuss appropriate actions to assist the teacher.
- D. There will not be any smoking permitted within any school building nor in any school owned vehicle.

## **ARTICLE 8**

### **PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

A. All teachers employed by the Board for a regular teaching assignment must have a Bachelor's Degree from an accredited college or university and a provisional or permanent teaching certificate. Teachers shall provide the Administration with the necessary credentials as required by the State for proper accreditation and certification.

B. The parties acknowledge the legal and professional obligation of the school district to comply with the mandated Federal and State laws and the regulations promulgated there under.

C. Teachers shall not be assigned outside of their scope of teaching certificates and their major and minor field of study except temporarily and for a good cause.

D. All special assignments shall be filled consistent with the vacancy filling provisions under this Master Agreement. Special Needs assignments shall include but not be limited to the following: Gifted and Talented and any innovative and experimental programs. These programs will be voluntary.

E. All new teachers in their first three years in the classroom shall be assigned a Mentor Teacher. The Mentor Teacher is to be a resource person for assistance, clarification, acclimation, support, and assistance for the new teacher. Participation as a Mentor Teacher shall be voluntary. New teachers shall be assigned to one Mentor Teacher for one year subject to review at the end of the semester. The appointment may be renewed in succeeding years. Neither teacher shall be required to participate in any matter related to the evaluation and/or grievance of each other. Mentor Teachers shall be compensated \$100 per year.

F. Continuing employment of teachers will be contingent on the timely completions of the



requirements as set forth in the teacher certification code of 1987 (current teachers are grandfathered in), in the satisfactory performance of their assignments, and in compliance with Article 15 of this agreement.

G. All teachers shall be given written notices of their schedules for the forthcoming year no later than the preceding July 15. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teacher schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires the same and only on a temporary basis.

H. The Board will make assignments in accordance with the needs of the district and will take into consideration the interests and aspirations of its teachers.

I. The Board of Education will place a non-experienced teacher on the first step, Step 1.

## ARTICLE 9

### VACANCIES, PROMOTIONS, AND TRANSFERS

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for a transfer to a different class, building or position, shall be made in writing on forms furnished by the Board, of which one copy shall be filed with the superintendent. 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 renewed once each year to assure active consideration by the Board.

B. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent, in his/her reasonable judgment so determines, such a vacancy may be filled from outside the district.

C. Whenever a vacancy (an unoccupied position for which there are no unassigned teachers certified for the position) arises or is anticipated, the superintendent shall promptly post notice of same on a bulletin board in each school building for no less than two (2) weeks before the position is filled and notify the Association. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in district and other relevant factors. Any new positions, including supervisory positions, shall be posted with accompanying job description. After posting for a one week period, applicants outside the district may be considered. Vacancies shall be filled only by those who meet the legal certification for the position. The second determining factor shall be length of service in the district. Other relevant factors will also be considered.

D. Involuntary transfers (a change of a teacher's program after a teacher reports to work for a given school year) will be made only in case of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association of the reason for such a transfer.

E. Any teacher who shall be transferred to an administrative or executive position for one year or less and shall later return to a teacher status, shall be entitled to retain such rights as he or she may have had under this agreement prior to such transfer to supervisory or executive status. Any teacher who transfers to an administrative or executive position for more than one year shall retain but not accrue rights under this master agreement. Such teacher shall only return if there is a vacancy or in compliance with the

tenure act.

**ARTICLE 10**  
**ILLNESS OR DISABILITY**

A. At the beginning of each school year, each teacher shall be credited with a fifteen (15) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year, up to a total of one hundred fifty (150) days. The Board shall furnish a written notice of sick leave credit at the beginning of each school year. The rate at which the accumulated sick days are to be computed shall be determined by dividing the current year's annual salary by one hundred seventy-eight (178) days.

B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year subject to renewal at the discretion of the Board. Requests for extension must be submitted in writing by April 1. Upon return from leave, the Association member shall be returned to the position he/she held at the time the leave was granted, or to a similar position to which his/her seniority and qualifications entitle him/her. Any teacher requesting additional time off for child care must comply with Article 13.

C. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. The Board shall pay the teacher the difference between his salary and benefits received under the Michigan Worker's Compensation Act, for the duration of such absence.

D. In the event of absence of a teacher for illness in excess of three (3) consecutive working days (or if the Board has evidence of repeated abuse), the Board may, at its expense, require an independent examination by a physician appointed by the Board. The Board will notify the teacher of any evidence of abuse prior to requiring the independent examination.

E. Upon the recommendation of the superintendent, the Board may, at the Board's expense, require a teacher to submit to an examination by appropriate specialists to determine whether involuntary sick leave is warranted.

F. Up to three (3) bereavement days will be granted for the death of a person in the immediate family. Up to five (5) days of the accumulated sick leave may be used for illness of a person in the immediate family. (The immediate family may include father, mother, spouse, children, mother-in-law, father-in-law, grandparents, brothers, sisters, or grandchildren.) Additional days may be granted by the Administration.

G. Three (3) days, or six one-half days, a year may be used for personal business. If personal business days are not used by the teacher during the school year, the teacher will have the choice at the end of the year to convert business days to sick days, or accumulate them as personal business days up to a maximum of seven (7) days. A teacher may use more than three consecutive days dependent on availability of substitute. Any exceptions will be considered by the Administration.

H. Personal business means an activity that requires the teacher's presence during the school day, and is of such nature that it cannot be attended to at a time when schools are not in session. An application for personal business leave must be submitted in writing at least one week in advance (except in

the event of an emergency when a shorter notice may be acceptable).

I. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last two weeks of the school year. Any exceptions will be considered by the Administration.

## **ARTICLE 11 PROFESSIONAL LEAVES**

A. Teachers may be granted one day leave of absence with pay for Administration approved visitation at other schools or attending meetings of an educational nature. The number of teachers allowed to leave at one time will be with the discretion of the Administration. All requests for professional leave must be submitted in writing to the Administration at least 24 hours in advance.

B. A teacher called for jury duty or subpoenaed to give testimony before any judicial or administrative tribunal in litigation involving the district and the teachers duties with the district shall be compensated for the time off by being paid the difference between the teaching pay and the pay received for the performance of such an obligation.

C. A teacher who is a plaintiff or defendant, not related to teaching services, before any judicial or administrative tribunal, shall not be compensated, unless personal days are used, for the time missed from normal teaching duties. A teacher's personal business days may be used for such an absence.

D. Teachers shall be granted a minimum one half day of in-service training with the Administration approving the resource person.

## **ARTICLE 12 SABBATICAL LEAVE**

A. Teachers who have been employed for seven (7) years shall be granted a sabbatical leave for one year. It shall include, but not be limited to, attending college, university or other educational institution. During said sabbatical leave, the teacher shall be considered as an employee of the Board providing said teacher states in writing his/her intent to return prior to March 1 of the year the leave expires.

B. Upon his/her return from the sabbatical leave, he/she shall be placed in his/her former or similar position and advanced to the next step on the salary schedule. During the leave, he/she shall not receive any salary, prepaid insurance, sick leave increments (Insurance paid for by the Board) or other fringe benefits. At no time will more than one teacher in the district be absent on sabbatical leave at one time. The Board shall be responsible for granting all leaves. Approval by the Board will be contingent upon securing a certified employee to assume the applicant's duties. Sabbatical leaves shall be granted only once during the teacher's tenure in the district.

C. Upon return from leave, the teacher shall be assigned to the same position, if it is available, and if the teacher is legally certified for that position.

## **ARTICLE 13 CONDITIONS FOR EXTENDED LEAVE**

- A. The following conditions shall apply to extended leaves of absence:
- (1) Requests for leaves shall be in writing.

- (2) Eligibility shall be based on a minimum of two (2) years of continuous service and having tenure in the district.
- (3) All extended leaves shall be limited to one year; further extensions shall be at the will of the Board.
- (4) Salary increments shall not accrue.
- (5) Fringe benefits shall not be received or accrue during leave.
- (6) Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated.
- (7) Written notice of intention to either return or resign shall be given the superintendent of schools by April 1 of the year in which the leave expires.
- (8) Reemployment during the school year shall be at the discretion of the Board, and reemployment for the beginning of a new school year shall depend upon an opening on the staff for which the teacher is qualified.

B. Upon written application, a leave of absence for up to one year may be granted without pay for study related to the teacher's licensed field or his/her professional growth. The regular salary increment shall accrue.

C. A leave of absence shall be granted up to one period of enlistment to teachers who are inducted into any branch of the armed forces of the United States. Reinstatement on completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.

D. A teacher shall be granted a child care leave by the Board of Education after the end of the teacher's sick leave, which leave was taken due to a pregnancy. If a teacher wishes a child care leave, the teacher should give notification to the Board of Education three (3) months prior to the scheduled due date for the child. A teacher on child care leave shall not be entitled to any salary or fringe benefits and the teacher shall be assigned to the same step in the salary schedule upon return to teaching. The teacher, upon return, shall be assigned to the same or an equivalent teaching position, if such a position exists. The maximum one school year leave includes time spent on an FMLA child care leave.

E. A teacher will be granted one year leave without pay prior to the beginning of, or at the conclusion of, the school year to campaign for him/herself or serve in public office. Further extensions shall be granted at the will of the Board. Reemployment will be made only if a position is available and the teacher is qualified.

## **ARTICLE 14**

### **TEACHER EVALUATION**

A. The performance of all teachers shall be evaluated in writing by the Administration. Probationary teachers shall be evaluated at least twice a year. Tenure teachers may be evaluated at least once a year and must be evaluated every three years. A written report shall be completed and signed by the superintendent or his/her designee and the teacher. The teacher's signature only acknowledges an evaluation has been made on him/her and is not to be construed the teacher is in agreement with the substance of the evaluation. A copy of the report shall be given to the teacher upon

request. A teacher may submit his/her own evaluation if he does not agree with the Administration's evaluation. Both evaluations are to be placed in the teacher's personnel file. A teacher shall confer with the evaluator regarding his/her evaluation within five (5) calendar days. Evaluations will not be considered reprimand or discipline. Teachers whose services are being considered for termination under provision of the Tenure Act shall receive a registered letter of notification and a statement of the charges from the superintendent and advised of their rights under the Tenure Act for a hearing and appeal. However, non-tenure teachers may appear before the Board of Education, but are not entitled to a hearing before the Board of Education. Teachers who are so notified may be suspended with pay pending a final determination by the Board after completing a hearing as provided in the Tenure Act.

Tenure teachers who have been evaluated in narrative form at least once while tenure teacher, with overall satisfactory evaluation(s), may request the optional professional development process. There must be mutual agreement between the supervisor and teacher to utilize the following optional process:

- 1) One to three professional growth goals are mutually determined and agreed upon by the teacher and supervisor no later than September 30 for the current school year. These goals will be reduced to written form by the teacher and kept on file by the supervisor.
- 2) The teacher and supervisor will meet to review progress towards the goals at least twice during the school year.
- 3) There will continue to be informal observations of the teacher in the classroom followed by an informal conference to provide verbal feedback on performance. The supervisor will keep record only of the dates of these observations and conferences.
- 4) The teacher will submit a copy of the goals, with progress noted, at the end of the school year to the supervisor. It is understood that not all goals may be fully achieved.

A copy of the final goals with progress noted will be placed in the teacher's personnel file at the conclusion of the school year.

B. Each teacher shall have the right, to review the contents of his/her own personnel file upon request. A representative of the Association may, at the teacher's request, accompany the teacher to this review. Each teacher's personnel file shall contain the following minimum items of information:

- 1) Current T.B. report and required medical information.
- 2) All teacher evaluation reports.
- 3) Copies of annual contracts.
- 4) Teacher certification.
- 5) A transcript of academic records.
- 6) Tenure information.
- 7) All criticism which had been brought to the attention of the teacher. No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of the file

## **ARTICLE 15**

### **DISCIPLINE OF TEACHERS**

A. The Board may adopt rules and regulations not in conflict with the terms of this agreement concerning the discipline of teachers. No teachers shall be disciplined, including reprimand or suspension with or without pay, demotion or discharge without just cause. The just cause provisions of this paragraph are not applicable to a decision by the employer not to renew the contract of a probationary teacher, which decision may be made by the employer in its sole discretion. Probationary teachers shall not have a right to a hearing before the Board of Education, but may appear before the Board of Education. Among major areas of concern are included but not necessarily limited to the following:

- (1) Incompetence.
- (2) Insubordination against the reasonable rules of the Board.
- (3) Moral misconduct.
- (4) Any violation of the terms of this agreement.

B. The degree of violation and extent of discipline shall be determined by the Tenure Commission, or a court of competent jurisdiction, or by the arbitrator, if the issue is grievable under the term of this agreement.

C. Notwithstanding the foregoing, in the case of the discipline of a tenure teacher within the meaning of the Michigan Tenure of Teachers Act, just cause shall be determined under the Act.

D. Discipline of teachers shall be subject to the grievance procedure, provided, however, that as to probationary teachers, the Board shall give such notices of unsatisfactory work and such other notices as shall be required or permitted by the Michigan Tenure of Teachers Act during the pendency of any grievance.

## **ARTICLE 16**

### **PROFESSIONAL BEHAVIOR**

A. Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this agreement. Any breach by a member of any of the above (Ref. Article 15, Paragraph A, Sub-Para. 1, 2, 3 or 4) shall also be considered unprofessional behavior. Further, during the term of this agreement neither the teacher organization nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the teacher's duties of employment) for any cause or purpose whatsoever. A violation of this clause may be subject to court action.

## **ARTICLE 17**

### **PROFESSIONAL IMPROVEMENT**

A. The Board supports the principle of continuing training of teachers. In order to qualify for professional improvement, teachers must be enrolled at an accredited university or college, in the areas of study in which they may be certified to teach. They may convert fifty (50%) percent of their accumulated sick leave allowance to pay for tuition, fees and books, upon successful completion of such a course. A request

for such payment must be turned in to the Board with the grade earned, within a month of the completion of the course. Courses outside the area of certification must be approved by the superintendent. The teacher must have permanent certification before any courses outside their area of certification will be approved. Reimbursement for courses taken will not be subject to regular payroll deductions.

B. Any bargaining unit member employed prior to the requirements for additional endorsement required by the Department of Education shall receive full reimbursement from the Employer for tuition, books, and transportation upon successful completion of each course applicable to the endorsement. This does not apply to the continuing credits, which must be earned for continuing certification under the new certification law. The location of the institute where the courses are to be taken must be approved by the Superintendent if taken out of state. The teacher using this method of professional improvement must serve a minimum of five (5) years in the district in the subject area for which the endorsement was earned or must reimburse the district the full amount paid him/her. The provision is null and void upon the teacher's layoff, involuntary transfer, or retirement.

C. Any bargaining member's lateral move on the salary schedule due to increased approved professional credit hours shall occur the following semester.

## ARTICLE 18

### REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

A. In the event of a reduction of personnel, seniority shall be defined as the teacher's first working day of the current term of employment in the school district (except that seniority shall not accumulate if so specified elsewhere in the contract). Beginning with the 1989-90 school year (present staff is grandfathered; not retroactive), one day seniority shall be awarded for each day worked including paid leave. Any person working less than a full six-hour day shall have the time pro-rated based on actual time worked (a person working one half day per day for a year can earn ninety (90) days seniority for the year). This provision is independent from the salary schedule steps.

B. The following provisions shall apply in the event of a reduction of personnel:

- (1) The Board shall publish a list of necessary staff positions based upon the proposed educational program for the forthcoming school year. Such a list shall include types and subject areas (grades 7 through 12). The list of staff positions shall be published and posted with a copy to the Association. Such list shall be so published and posted prior to any layoff. The list shall be updated at the beginning of each new semester. A teacher on a Board approved leave of absence shall only be replaced by a certified teacher who is issued an individual contract only for that time period during which the leave has been approved.
- (2) The Board shall endeavor to give forty-five (45) calendar days notice of layoff to the individual involved, and in the event of a millage failure or other financial considerations, notice would be given as soon as possible.
- (3) As of the beginning of this contract, all new teachers having the same first day of work will participate in a drawing to determine placement on the Seniority List. Teachers so affected will be notified in writing of the time, date, and place of the drawing. The drawing shall be conducted with the parties affected, a representative of the

Association, a representative of the Board, the Superintendent, and an office secretary to draw, in attendance.

C. The following provisions shall apply when it is necessary to reduce personnel:

- (1) Voluntary layoff will be made available to the most senior teacher on a year-to-year basis. Teachers on voluntary layoff will continue to accrue seniority. A teacher on voluntary layoff shall notify the Board, by certified mail, of their desire to return to work by April 1.
- (2) No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel, for any school year, or portion thereof, unless they have been notified of said discharge or layoff in advance.
- (3) No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless he/she has been given written notice of said action. The teacher shall not be entitled to a hearing before the Board of Education.
- (4) Reduction shall be in the following order of priorities:
  - (a) certification, (b) voluntary service to most senior person, and (c) length of service, and (d) qualifications.
- (5) A teacher shall lose his/her seniority only if he/she resigns, retires, is discharged by the Board, providing said discharge is not overturned by the Tenure Commission or through the courts or by the grievance procedure if a grievance is permitted elsewhere herein.
- (6) If an opening occurs, recall will be according to the following order of priorities: (a) certification, (b) length of service, and (c) qualification.
- (7) No teacher shall be employed by the Board while there are teachers of the district who are laid off, unless there are no laid off teachers with proper certification and qualification to fill the vacancy, which may exist or arise.

D. The Board shall give written notice of recall from layoff by sending a registered or certified letter, return reply requested. It is the responsibility of the teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notice to the teacher. If the teacher fails to report to work within ten (10) calendar days from the date of the recall and acknowledgement of receipt of same, the Board shall take action to terminate his/her individual employment contract, and any other employment relationship with the Board, and his/her name will be removed from the recall list pursuant to his/her actions.

E. Recall rights are limited to three (3) years from the date of layoff or as mandated by the State of Michigan.

## **ARTICLE 19**

### **SCHOOL CALENDAR**

A. The school holidays and start and ending times shall be established by the Board and representatives from the professional staff with input from the support personnel. Those times must provide for additional hours mandated by the Michigan Department of Education's Instructional Time Requirements. There shall be no deviation from, or change in, the calendar except for emergency. Notification of any change



shall be given the teacher in writing. The school calendar shall be set forth in Appendix A. The beginning and the end of the school year shall be determined by the Board.

B. The school year shall consist of no less than 178 days and shall include the number of instructional hours necessary to allow the District to qualify for full state aid. There shall be one-half (1/2) for orientation and in-service on the opening day of school. One full day for teacher record keeping and in-service at the end of the first semester. One-half (1/2) day at the completion of the student calendar for record keeping and finalization of work duties. Students will be present on the first day and the last day of school for a minimum one-half day or as many hours as needed to be counted as a day by the State of Michigan. An additional day shall be granted to teachers for attendance and work duties at the two (2) scheduled parent/teacher conferences. Students will be dismissed early and each parent/teacher conference will be five (5) hours in length. In the event that scheduled day/hours are cancelled and need to be made up to qualify for full state aid, the makeup time shall be scheduled at the conclusion of the school year or at an otherwise mutually agreeable time.

C. The District shall comply with MCLA 388.1701 (3) and (4) of the School Aid Act as amended by PA 239 of 1984, commonly called the "Snow Day Provision," however, the rescheduling of such days shall not entitle employees to additional compensation. Makeup days will be rescheduled by mutual consent of the Board and the Association. In the event the law changes, the district shall return to the practice in effect prior to the passage of the above law in which teachers were not required to attend, or make up days due to cancellations of school due to causes beyond the control of the district.

D. The parties agree to negotiate the school calendar on or about May 15 of each year of the contract.

## ARTICLE 20

### PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this agreement are set forth in Appendix B which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the designated period. All teachers shall be given full credit on the salary schedule up to step 5.

B. Twenty-two dollars (\$22) shall be paid for teaching duties for each class period substituted during a teachers preparation time.

C. Part-time employees required to attend in-services or conferences which extend their normal time of daily work, will be paid on a prorated basis for that time, not to exceed the amount the employee would have received per day if he/she had been a full-time employee, regardless if the conference/in-service runs beyond the regular school day. All teachers required to attend a conference and/or in-service training outside the scheduled day shall be reimbursed at the rate determined by the conference/in-service coordinator but not less than \$45.00 per day. PTO or a similar organization, parent-teacher conferences, class activities, honors night, and similar functions are excluded from this provision.

D. Teachers required in the course of their regular working day to drive personal automobiles from one school building to another shall receive a car allowance at the current IRS rate. The same allowance shall be given for use of personal cars for field trips or other business of the district. The school car will be used if available. Written reports shall be submitted for all field trips and educational conferences before any reimbursement of expenses.

E. In the recognition of service to the school district, a lump sum of ten (10%) percent of the teacher's current annual basic salary shall be paid to him/her on retirement as severance pay, provided said teacher shall have been employed in the school district for at least fifteen (15) consecutive years prior to his/her retirement. Retirement is as understood under the terms and conditions of the Michigan Retirement Act.

F. The Board agrees to provide insurance benefits to bargaining unit members based on as follows: 2008-2009 – No premium co-payment for bargaining unit members; 2009-2010 - \$50.00 per month co-pay by employee; 2010-2011 \$50.00 per month co-pay by employee.

Medical Coverage: The employer shall provide MESSA Choices II as described below for a full twelve (12) month period for each year of this Agreement for the bargaining unit member and his/her eligible dependents as defined by MESSA, including sponsored dependents. Should a plan of equivalent benefits become available, the parties will meet and consider such plan.

Plan A: Bargaining unit members electing health insurance shall receive PLAN A which shall include the following benefits:

MESSA Choices II

5,000 AD&D Life Insurance

100/90/90 Delta Dental Plan - \$1,500 max per year/per person plus sealants

VSP 3 Plus vision insurance

Plan B: Bargaining unit members not electing health insurance shall receive Plan B which shall include the following:

10,000 AD&D Life Insurance

100/90/90 Delta Dental Plan - \$1,000 max per year/per person

VSP 3 Plus vision insurance

Orthodontics - The Board will pay Orthodontic coverage at fifty (50) percent up to a maximum of \$1500 per year for two years per individual.

LTD – The Board will pay Group Long Term Disability. 66 2/3% of Max Eligible Salary - \$5,000.00 – 90 Calendar Days – Modified Fill Elimination period – COLA: No-Alcohol/Drug: Same as Illness – Mental/Nervous: Same as Illness – 5% Minimum Payment – Pre-existing Limits Waived – Family Social Security Offset – No Survivor Income – Freeze on Offsets – No Educational Supplement – 2 Year Own Occupation.

10/20 Prescription Card – Board paid reimbursement on any prescription over \$20.00 (per prescription).

Cash Option: Those employees qualifying for Plan A under this master agreement who choose not to take the package shall be eligible to take up to \$2,700 per year in insurance options and/or cash in accordance with the IRS tax code plus Plan B. In the event that four (4) or more teachers elect Plan B the cash option will be increased to \$5,000 per year plus Plan B.

Premium & Deductible: The Board shall make payments of insurance premiums for each member of the bargaining unit while employed by the district for a full twelve (12) month coverage commencing September 1 and extending to August 31. Premium on behalf of each member of the bargaining unit shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

G. All insurance premiums for part-time employees will be prorated by the actual hours and/or days worked. Each person covered under this proposal will further sign a statement attesting to the fact that there is no double coverage on health and medical insurance.

H. Changes in family status shall be reported by the employee to the office within thirty (30) days of such change. The employee shall be responsible for repayment of any overpayment of premium made by the Board in his/her behalf for failure to comply with the section.

## **ARTICLE 21**

### **SPECIAL TEACHING ASSIGNMENTS**

A. Assignments for adult education, driver education, extra duties enumerated in Appendix B, and summer programs will be made by the Administration on the basis of preference to tenure teachers possessing permanent teaching certification and regularly employed in the district during the normal school year, and if within their fields of endeavor. Any assignment in addition to the normal teaching schedule shall not be obligatory, but shall be with the consent of the teacher. Teachers who are instructing a staff in-service or conference that requires work beyond the regularly scheduled day, will be paid \$15.00 per hour.

B. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher, if possible.

## **ARTICLE 22**

### **STUDENT DISCIPLINE AND TEACHER PROTECTION**

A. The Board recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. Whenever a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional person, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil, upon the recommendation of the Administration.

B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect him/herself from attack, or to prevent injury to another student. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or disruptive effect of the violation make the continuing presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligation will allow, full particulars of the incident in writing. Any case of assault upon a teacher, which had its inception in a school centered problem, shall be reported immediately in writing to the superintendent or his/her designated representative. In the event of such an assault, the teacher involved may request assistance of the Board in such matters. These requests shall be made in writing to the superintendent. If any teacher is complained against, or sued, by reason of disciplinary action in accordance with Board policy taken against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense. No corporal punishment of any type is permitted.

C. Time lost by a teacher in connection with any incident mentioned in this article, not compensable under the Worker's Compensation Laws, shall not be charged against the teacher unless he/she is adjudged guilty by a court of competent jurisdiction.

## ARTICLE 23

### PROFESSIONAL GRIEVANCE PROCEDURE

A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this contract may be processed as a grievance hereinafter provided. It shall be recognized that a grievance is a complaint alleging a violation of a specific article, or a section of this agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

- (1) The termination of services or failure to re-employ any probationary teacher.
- (2) The termination of services, or failure to re-employ, any teacher to a position of the extra-curricular schedule.
- (3) Any matter for which there is recourse under the Michigan Tenure Act, provided that statutory timelines of the tenure act are met.

B. It shall be the general practice of all parties in interest to process grievance procedures during the time when and which do not interfere with the assigned duties, provided, however, in the event it is agreed by the Board to hold the proceedings during regular working hours a teacher participating in any level of grievance procedure, with a representative Board, shall be released from assigned duties without loss of salary.

C. A teacher, at any time, may present the grievance at any level and have the grievance adjusted without intervention of the Association, provided, however, that said adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to be present at such adjustment.

Step One: Within five (5) school days of the occurrence of an alleged grievance, the teacher shall submit on the form attached to this agreement as Appendix C, a written grievance to the building principal. If a grievance is not submitted within five (5) school days, then the grievance shall be considered waived. Within (5) school days following the receipt of the written grievance, the building principal shall meet with the teacher in an effort to resolve the grievance. Within five (5) school days following said meeting, the building principal shall submit a written answer to the teacher.

Step Two: If the teacher is not satisfied with the written answer of the building principal, within five (5) school days following receipt of said answer, the grievance shall be submitted to the superintendent. Within seven (7) school days following receipt of the written grievance, the superintendent shall meet with the teacher in an effort to resolve the grievance. Within five (5) school days following said meeting, the superintendent shall submit a written answer to the teacher.

Step Three: If the teacher is not satisfied with the written answer of the superintendent, within (5) school days following receipt of said answer, the grievance shall be submitted to the secretary of the Board or its designee. The Board at its next regular meeting, or within four (4) weeks, whichever occurs first, shall meet with the teacher or local Association in an effort to resolve the grievance.

Step Four: If the local Association is not satisfied with the written answer of the Board, within seven (7) school days following receipt of said answer, the grievance may be submitted to the American Arbitration Association in accord with its rules.

Section D: The Board and the teacher, or his/her designated representative, shall not be permitted to assert in

such arbitration proceedings on any ground or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add or subtract from the terms of this agreement. The arbitrator's decision shall be final and binding upon the Association, the Employer and employees in the bargaining unit; provided, however, that each party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this agreement. The fees and expenses of the arbitrator shall be equally shared by the parties involved. The arbitrator shall hold meetings promptly and issue his/her decision not later than thirty (30) days from the day of the close of the hearings unless mutually extended by the parties.

Section E: The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event that a grievance is filed after May 15 of the current school year, and strict adherence to the time limits may result in hardship to any party, the Board may use its best efforts to process such grievance prior to the end of the school term, or as soon as possible. Notwithstanding the expiration of this agreement, any claim or grievance arising during this agreement may be processed through the grievance procedure until resolution.

## **ARTICLE 24**

### **EXTRA CURRICULAR**

A. Any and all positions regarding extracurricular activities, including but not limited to coaching positions and other non-tenure assignments, shall not be part of this contract and shall be non-tenured assignments. A coach and anyone holding an extra curricular assignment shall have no expectancy of serving in that position from one year to the next. All coaching and extra curricular assignments shall be declared vacant annually and within forty-five (45) days after the end of the coaching season, or the conclusion of the extra curricular assignment, the coach or person holding said assignment, shall be notified as to the reappointment for the ensuing season or assignment. The Board's determination not to appoint or reappoint any individual to a coaching or other extra curricular assignment shall not be subject to the grievance procedure. The job shall be posted according to the rules of the school district.

B. Compensation for extra curricular will be as follows: Non-bargaining unit members shall be considered as entering a contracted service agreement with Big Bay de Noc School District. The school district will pay these individuals the contract amount listed on page 35, per Master Agreement, upon approval by the Superintendent. Contracted individuals shall be responsible for any and all tax liability incurred.

Bargaining unit members are employees of the district, and therefore will receive remuneration through payroll (as extra pay) at the approval of the Superintendent. Designated teaching time shall not be used to complete extra curricular assignments. In the event designated teaching time is used to complete extra curricular assignments, the compensation shall be pro-rated in order to avoid a dual payment.

## **ARTICLE 25**

### **CONFERENCE COMMITTEE**

A special conference committee shall meet at least once a semester, and if necessary more, to discuss relevant matters dealing with the school and to provide open communications for the teachers, administration, and the Board of Education. The special conference committee shall be made up of the following representatives: an early elementary teacher, a later elementary teacher, a middle school teacher, a high school teacher, two Board members, and all administrators. This committee shall be advisory only and

shall not make any policy regarding the operation of the school system.

## **ARTICLE 26**

### **ALCOHOLISM AND DRUG ABUSE**

A. The Association and the Board jointly recognize that alcoholism is an illness. The Association and Board also recognize that in certain circumstances drug abuse could constitute an illness.

B. The Board agrees that any bargaining unit member with an alcohol or drug abuse problem who requests diagnosis or treatment will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner. The employee must participate in an approved program. This provision will not be used more than once per member.

## **ARTICLE 27**

### **NEGOTIATION PROCEDURES**

A. This agreement shall remain in effect for school years 2005-06, 2006-07 and 2007-08.

B. Release time shall be provided the Association's negotiation committee to permit the parties to alternately meet both during and after school hours, if requested by the School Board's negotiation team.

C. 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.

D. There shall be fifty (50) signed copies of the final agreement. For the purpose of record, one retained by the Board, one by the Association, and one by the Superintendent. The cost of printing the contract is to be shared equally between the Association and the Board.

E. This agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiating. During the term of this agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

F. Expiration of this contract shall be August 31, 2008.

## **ARTICLE 28**

### **SCHOOL IMPROVEMENT**

A. School improvement is a joint planning and problem-solving process that seeks to improve the quality of life in the school and the delivery of quality education. The Board and the Association agree that employee participation in decision making is a process for involving employees in decision making through joint planning and problem solving. The provisions which follow are agreed to for the purpose of establishing the expressed conditions which shall govern the school improvement plan in the school district.

1) No section of the school improvement plan shall be in conflict with or supersede the terms of the collective bargaining agreement between the parties.

2) The collective bargaining agreement shall not be modified either formally or informally in

connection with the implementation of the school improvement plan except as mutually agreed upon in writing by the Board and the Association.

3) The structure of the school improvement plan committee shall be agreed to by the Association and the Board.

4) Participation by the employee is voluntary and such participation or non-participation shall not be used for evaluation, discipline, or discharge.

**APPENDIX C**

Grievance: Big Bay de Noc School District

**GRIEVANCE REPORT**

Distribution of Form:

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Name of Grievant: \_\_\_\_\_

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

Building: \_\_\_\_\_

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

STEP ONE

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

B. 1. Sections of Contract \_\_\_\_\_

\_\_\_\_\_

2. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## EXTRA CURRICULAR SCHEDULE

The employee percentage applies to the Teacher's Salary Schedule which is in effect that coaching year. The step at which the percent is determined is by the years of coaching experience he/she has at that sport, at that level. Past years experience applies to all current staff members.

<b>SPORT</b>	<b>ASSOCIATION MEMBER</b>
Varsity Basketball	12 %
Junior Varsity Basketball	8 %
8 <sup>th</sup> Grade Basketball	3.5%
7 <sup>th</sup> Grade Basketball	3.5%
High School Track	6 %
Junior High Track	2 %
Golf	3 %
High School Cheerleading	5 %
Junior High Cheerleading	2 %
Soccer	8 %
Cross Country	2 %
Varsity Volleyball	8 %
Junior Varsity Volleyball	5 %

### **GAMES MANAGER**

5th-6th Grade Basketball	\$30
Junior High Basketball	\$40
High School Basketball	\$50
High School Soccer	\$30

### **DRIVERS EDUCATION**

\$19.30 per hour, plus the percent increase on the base salary if any.

### **ITV TEACHER**

\$775 per class per semester (unless ISD has a pay schedule for ITV teachers that is comparable to \$850)

### **BAND DIRECTOR**

The Band Director will be paid the following for each activity worked:

Fourth of July Parade	\$175
Labor Day Parade	\$175
Pep Band	\$175
Solo and Ensemble	\$175
Band Festival (2)	\$175

### **ADVISORS**

Senior Class	\$400
Junior Class	\$400
Junior High Advisor	\$150
National Honor Society	\$250
Yearbook	\$400
Student Forum	\$125
Youth in Government	\$250
Engineering Olympics	\$125
High School Quiz Bowl	\$150

### **SUPERVISOR**

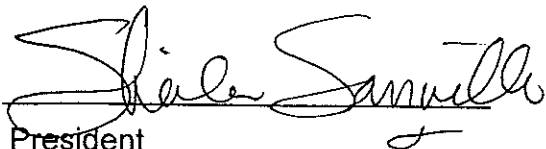
Lunch	\$ 20 per hour
Detention	\$ 20 per hour

If there are separate coaches for boys and girls, then each coach's salary is set at 4%.

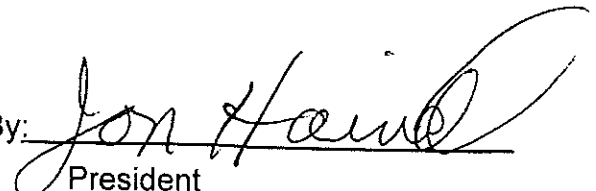


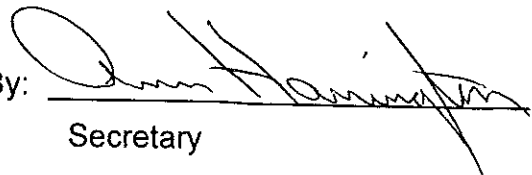
# SIGNATURE PAGE

BIG BAY DE NOC EDUCATION  
ASSOCIATION

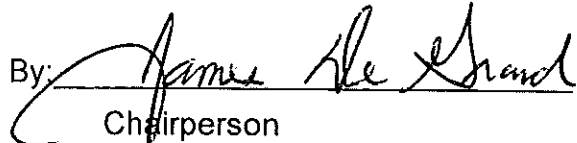
By:   
President

BOARD OF EDUCATION

By:   
President

By:   
Secretary

UPPER PENINSULA EDUCATION ASSOCIATION

By:   
Chairperson