

Bark River-Harris Public School Contract
between the
**Bark River-Harris Education Association/
Upper Peninsula Education Association/
Michigan Education Association**
and the
Bark River-Harris Board of Education

↖
2008-2011

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ERROR PAGE

During the negotiation process in the summer of 2008, it was agreed by representatives of the Bark River – Harris Board of Education and the Bark River – Harris Education Association that the following item would be deleted from the Master Agreement for 2008 – 2011:

Article XVIII, Section E, Sub-section Four
(p. 25 – 26 of the Master Agreement)

During the publishing process, this section was inadvertently included. Please be advised that the above named section is no longer applicable.

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**BARK RIVER-HARRIS EDUCATIONAL ASSOCIATION
UPPER PENINSULA EDUCATION ASSOCIATION
MICHIGAN EDUCATION ASSOCIATION
BARK RIVER-HARRIS SCHOOL BOARD CONTRACT AGREEMENT**

This agreement entered into this 1st day of July, 2008, by and between the Board of Education of the District of Bark River-Harris, Michigan, hereafter called the "Board" and Bark River-Harris Education Association, the Upper Peninsula Education Association, and the Michigan Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Bark River-Harris District is their mutual aim and that the character of such education is related to the quality and morals of the teaching service, and WHEREAS the members of the teaching profession are qualified to help in formulating policies and programs designed to improve educational standards and WHEREAS the Board has a statutory obligation, pursuant to ACT 379, of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel as herein defined with respect to hours, wages, terms, and conditions of employment and WHEREAS the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize, in consideration of the following mutual covenants, it is hereby agreed as follows.

Article I

Recognition and Definition

A. The Board recognizes the Association as the sole and exclusive bargaining representative for all elementary and secondary classroom teachers who are certified and regularly employed and paid by the Board and coaches who are also employed by the District as teachers, it specifically being the intent of the parties hereto that membership in the Association shall not be used as a point of discrimination in the rights, benefits, or obligation under this contract.

B. Teachers currently teaching in the Bark River-Harris School District will be given preference in hiring for all open athletic and extra curricular duties provided their credentials are equivalent. Coaches and athletic directors who are not employed as teachers at Bark River-Harris are not covered by this contract. The Association will not be held legally liable for failure to represent the aforementioned in claims of representation, discrimination, or any liability.

C. The CERTIFICATION as used herein shall mean a teacher who is presently holding a valid certificate issued by the State Board of Education under requirements of Act 202 of Public Acts 1903 as amended.

D. The term REGULARLY EMPLOYED CLASSROOM TEACHERS as used herein shall include all those teachers regularly employed throughout the school year, and specifically excluding from the bargaining unit the supervisory staff consisting of the superintendent, high school, and elementary principals who are predominantly employed in a supervisory capacity.

E. The term TEACHER shall refer to all teaching employees represented by the Association as herein defined and masculine gender shall include feminine.

F. Teaching assignments for Driver Education and Summer School programs will be made by the Board on the basis of preference to tenure teachers possessing permanent teaching certificates regularly employed in the district during the normal school year.

G. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws. The rights granted to teachers in this master contract shall be deemed to be in addition to those legally provided elsewhere. If any provision of this agreement or any application of the Agreement to any employee or group of

employees shall be found contrary to the law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

Article II
Management Rights

The Employer, on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting, the generality of the foregoing, the right:

A. To the executive management and administration control of the school system and its properties and facilities.

B. To hire all employees subject to the provision of the Michigan School Code and Tenure laws.

C. The written policies of the Master Contract which apply to wages, hours, and working conditions shall remain in effect, except the Board reserves the right to promulgate new policies, retain or modify existing policies from time to time as the need arises, but not in conflict with provisions of this contract. If any provision of this agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

D. **The Bark River-Harris Public School District is a General Powers School District in accordance with Public Act 289 of 1995, Public Act 451 of 1976, MCL 380.11a.**

Article III
Teachers' Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other related activities for mutual aid and protection as a duly elected body exercising governmental power under

color of law 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 Act 379 or other laws of Michigan or the constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reasons of his membership in the Association or collective professional negotiations with the Board, or his/her institution of any grievance or complaint pursuant to this agreement.

B. The Board specifically recognizes the rights of its teacher employees appropriately to invoke the assistance of the Michigan Employment Relation Commission and the Board will not discriminate against a teacher who files a grievance.

C. The Association and its members shall have the right to use school building facilities at reasonable hours for meetings, provided no class disruptions shall occur. No meetings of the UPEA or MEA shall be held on school property without prior approval of the Board or its designee. Local Association meetings that are held on school property prior to school beginning must be ended no later than ten (10) minutes before class begins. Meetings held at the end of the school day, can not begin before the end of the work day. No teacher shall be prevented from wearing normal insignia, pins or other identification of membership in the Association on school premises. A bulletin board will be made available to the Association and its members in each school. Association meetings held at the request of the Board, may be held during the school day.

D. The teachers shall have the right to use school equipment, including typewriters, mimeographing machines, computers, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Board will not charge the Association for electricity used by the Association's pop machine, microwave machines, or other such devices, or for nominal supplies that are intended for BRHEA members. The Association may not remove any equipment from the school without the approval of the superintendent or principal.

E. Business agents of the MEA shall be permitted to visit any teacher on, in, or about school owned property provided no disruptions of classes shall occur. The MEA Business Agent must first notify the superintendent's office that he/she is on the premises during school hours. When possible,

such visits shall take place before or after the school day.

F. The Board agrees to furnish to the Association upon request all available information in the form that is available, concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements, agendas and minutes of all board meetings, and treasurer's report. The school agrees to furnish the Association with such public information which may be available concerning the financial resources of the district, tentative budgetary requirements and allocations, and such information which may be necessary to assist the Association to bargain collectively with the school with respect to wages, hours, and to the terms and conditions of employment. The Association agrees that request for such information will be made in writing through its president or someone designated by him/her, and that requests will be made sufficiently in advance of their need so that the school may assemble the information. Original records may be examined only at the offices of the school.

G. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher as long as such activities are not taking place in the classroom during school hours or on school premises, during school functions or events, that are inconsistent with Board Policy and Federal and State laws and guidelines regarding religious and political activities in these instances. However, the private and personal life of the teacher is not within the appropriate concern or attention of the Board.

H. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

I. Consistent with the Code of Ethics of the Education profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.

J. The Board shall place on the agenda of each regular board meeting as an item for consideration under new business any matters brought to its consideration by the Association. Any item that is to be brought to the Board by the Association shall be brought to the Superintendent's attention

prior to the meeting.

K. Each teacher shall have the right, upon request, to review in the main office the contents of his/her own personal file as pertains to his/her work in the school district. A representative of the Association may be requested to accompany the teacher in such review.

Article IV

Association Dues or Fees and Payroll Deduction

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 dues, assessments, and contributions in the Association which shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and By-Laws. Pursuant to such authorization the Board shall deduct one-twentieth of such dues, assessments, and contributions from each regular salary check of the teacher beginning in September and ending in August of each year. Any teacher who shall not perform services for any entire month of the school year shall have their dues reduced by one-twelfth of the yearly dues for each entire month they did not work, except where the failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided for in this contract.

B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

C. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize

payment through payroll deduction, the Employer shall pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

D. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

Article V

Teaching Hours and Class Load

A. The normal work day of teachers shall be from 8:00 A.M. to 3:07 P.M. All teachers shall be in their assigned areas by 8:20 A.M. unless detained by official business. The hours stated above may be decreased by the approval of the administration. On days preceding holiday or vacations, the teacher's day shall end at the close of the pupil's day when supervision can be arranged until all children leave the building.

In the event that the State should adjust the number of contact hours downward, the schedule will reflect the change.

B. The normal weekly teaching load in the junior and senior high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. In the event of having a seven period day, this section of Article V will be negotiated. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article.

The below Section-B will replace the above Section-B at the start of the 2009/2010 school year as the twenty-five (25) student contact

periods shall be increased to thirty (30) student contact periods and enacted at the beginning of the 2009/2010 school year.

B. The normal weekly teaching load in the junior and senior high school will be thirty (30) teaching periods and five (5) unassigned preparation periods, prep periods adjusted based on class periods, not based on hours throughout the school. Teachers shall have not more than four (4) classes to prep unless it is agreed between the teacher and the administration that more than (4) prep periods for the teacher is acceptable. The District will notify the Bark River-Harris Education Association President upon the need for a probationary teacher to assume more than four (4) prep period schedule. Assignment to supervise a study skills period shall be considered a teaching period for purposes of this Article.

C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except for good cause, outside the scope of their teaching certificates or their major or minor field of study.

D. Teachers who will be affected by a change in grade assignments in the elementary school grades and by change in subject assignment in the secondary school grades will be notified and consulted by their principals immediately upon such action becoming apparent. Such changes will be voluntary whenever possible. Except in the case of a financial emergency, all changes in subject matter and/or grade level that a teacher will teach, must be decided, and the teacher notified, 15-days after the last student instructional day per the contract year's negotiated school calendar. This will enable teachers to better prepare for the new classes/grades that the teachers will be teaching.

E. Each teacher shall have a minimum of a thirty (30) minute duty free lunch period each day.

F. Elementary teachers shall be provided with no less than two one-half hour blocks of preparation time each day.

G. Teachers shall not be assigned lunchroom, playground, or hall duty. The Board will pay for a person to be on after school bus duty. Provided someone can be found, bus duty will not be required of teachers. The amount to be spent on after school bus duty shall be \$15.00 per day.

H. Any vacancies in teaching positions shall be made known to the staff of the district a period of seven calendar days during the school year before advertised. If the vacancy occurs during the summer, the district shall mail such openings to teachers who request being placed on the vacancy notification list. The Association President will be notified and the current staff will be given ten (10) calendar days to apply before the vacancy is advertised. If more than one staff member applies, the Board shall select from the applicants for the vacancy if the staff member meets the academic need of the vacancy in being certified and qualified. Any administrative vacancy shall be made known to the staff of the district a period of seven (7) calendar days during the school year before advertised. If the vacancy occurs during the summer, the district shall mail such openings to teachers who request being placed on the vacancy notification list. The Association President will be notified and the current staff will be given ten (10) calendar days to apply before the vacancy is advertised; preparation, experience, and ability being equal, existing staff members will receive preference. The Board and the Association agrees that the definition of Certified and Qualified is that the employee will be in compliance with the present State and Federal Laws in regard to Certification and Qualifications as specified and that this definition applies to all Articles in this Agreement. Any current staff member, who applies for a vacant teaching position at Bark River-Harris and has the appropriate certification, and qualifications necessary at the start of the assignment shall be hired for said vacancy. In cases where certifications and qualifications for the vacancy are equal, the seniority of the existing staff members will determine the assignment.

I. Teachers of music, art, and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors, and special education teachers, shall be provided with released and preparation time to the same extent as other teachers in the district.

J. The academic school calendar year shall not exceed 180 session days/1098 hours per year, with the schools being closed on all holidays legally authorized by the Michigan School Code.

K. The superintendent may dismiss the schools when, in his/her discretion, weather, health, or building conditions warrant such action.

Teachers will also be dismissed under such conditions, without loss of pay.

L. If State law requires "snow days" to be made up, the following will be adhered to:

1. All days that must be made up will be determined by the superintendent or his/her representative. If half days can legally be counted as full attendance days, this will be done. Once the days to be made up are determined, the superintendent and the Bark River-Harris Education Association President will determine when the days will be made up. If no agreement is reached, the make up days will be added to the end of the school year.

2. If school is canceled after 8:15 A.M. and the day cannot be counted as a full or part attendance day, teachers will receive their hourly rate for all time that cannot be counted for State school attendance.

M. If a teacher shall teach more than the normal teaching load as set forth in the this Article, or if a teacher is required to give up their prep time for any purpose in excess of three per year, he/she will receive additional compensation at his/her hourly rate for all teaching hours. At the discretion of the administration, the teacher may receive comp time instead of money. Comp time shall be hour for hour. This section will apply in the elementary school when regularly scheduled music, art, physical education, etc., teachers are absent and the classroom teacher covers for the absent teacher. If the gym is not available, the gym teacher will be responsible for teaching the class in another part of the school or outdoors.

N. No teacher shall be a substitute against his or her will, if that action requires such teacher to leave his or her scheduled class.

O. No polygraph or lie detector device shall be used in any investigation of any teacher.

P. The association and the Board shall establish a committee to investigate charges pertaining to the moral character of the teachers. This committee will report its findings to the said charges.

Q. All teachers volunteering to do hall duty, lunch room duty, after school spelling bee, science fair, math competition, and other programs approved by the Board will be granted comp time on an hour for hour basis.

The Superintendent will approve the number of hours of each program for compensation.

R. Teachers who volunteer to supervise the established recess schedule shall receive three (3) comp days per year or five (5) additional leave days.

S. Comp days must be used in the school year earned.

Article VI

Transfer

A. Any classroom teacher who shall be transferred to a supervisory or executive position and shall later return to a classroom teacher status shall be entitled to retain such rights as a teacher as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

B. When teachers are to be transferred for reasons of decreased enrollment or elimination of position, consideration shall be given to the length of time and to the quality of service which these employees have rendered in the system.

C. The School and Association shall jointly maintain a seniority list of Bark River-Harris teachers. Such list shall be made a part of this contract and shall be updated by October 1 of each year.

Article VII

Teaching Conditions

A. It is recognized by the Board that the pupil-teacher ratio is an important aspect of an effective educational program. Excluding music and physical education, the maximum shall not exceed 30% of the figures listed. The Board agrees to continue its efforts to keep class sizes at an acceptable number as dictated by the financial condition of the district, by the size of the building available, and the best interest of the District as deemed administratively feasible.

B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the following guide shall be used. The parties agree that class size should be lowered, whenever possible, not to exceed the following maximum.

| | |
|--------------------------|-----------|
| Kindergarten | 20 pupils |
| Elementary school grades | 25 pupils |

The maximum class size per teacher in the secondary schools shall be as follows:

| | |
|----------------------|------------|
| English | 25 Pupils |
| Social Studies | 25 Pupils |
| Business | 25 Pupils |
| General Education | 25 Pupils |
| Typing | 25 Pupils |
| Mathematics | 25 Pupils |
| Industrial Education | 25 Pupils |
| Science | 25 Pupils |
| Drafting | 25 Pupils |
| Language | 25 Pupils |
| Homemaking | 25 Pupils |
| Vocational Shop | 25 Pupils |
| Driver Education | 18 Pupils |
| Music | 100 Pupils |
| Art | 25 Pupils |
| Physical Education | 40 Pupils |

Art and drafting students in a classroom shall not exceed the total number of work stations.

C. Each elementary teacher shall be responsible for the official daily attendance record. The school shall issue report cards quarterly (four times a year). The high school principal's office shall be responsible for high school attendance records and for entering the attendance records on the students' official files and report cards.

D. Teaching supplies shall be kept in the teachers' homeroom. Teachers will, however, on a form distributed by the administration, make an inventory of materials, books, and supplies in their room.

E. Teachers and administrators shall be responsible, when promoting students in grades K-6, for assigning those students to a homeroom for the following school year. Teachers and administrators shall try to balance the number of students in each class, but will use professional

judgment in each assignment and consider such factors, but not limited to, individual student's differences, mental ability, emotional stability, peer relationships, and maximum group educational advantage. No student may be changed from an assigned class except with the consultation of the student's previous homeroom teacher and the administration. In the event of conflict after the decision by the previous homeroom teacher and the administration, the following procedure will take place. A committee made up of the Board president, the superintendent, the principal, an elementary teacher not affected by the process, and the president of the Bark River-Harris Education Association will meet, listen to the rationale, and make a decision.

F. The administration will make reasonable attempts to implement the following provision: Teacher Aides will be assigned to individual classes according to class size and grade level as prescribed in the following manner:

| | | |
|----------------|---------------------|---|
| Kindergarten | 20 or more students | Full time teacher aide |
| | 17-19 students | Two hours with an aide per day |
| | 14-16 students | One and a half hours with an aide per day |
| Grades 1, 2, 3 | 25 or more students | Full time teacher aide |
| | 20-24 students | Three hours with an aide per day |
| Grades 4, 5, 6 | 25 or more students | Full time teacher aide |
| | 20-24 students | Two hours with an aide per day |

When teachers and aides cannot work together harmoniously, the teacher may request a meeting with the administration to try to resolve the issue the teacher presents.

G. Teachers with teaching aides shall be responsible for directing their aide so as to meet the educational objectives of the school district.

H. The Board shall furnish without charge a smock coat for the home economics and industrial education teachers.

I. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of

improving the selection and use of such educational tools and the Board will undertake promptly to implement all joint decisions thereon made by its representatives and the Association.

J. The Board agrees to keep school reasonably and properly equipped and maintained.

K. Existing telephone facilities shall be made available to teachers for their responsible use. No long distance calls may be charged to the school district without permission of the building principal and/or superintendent.

L. Adequate parking facilities shall be made available to teachers for their exclusive use. Teachers shall in no way drive or park so as to interfere with the safe and efficient operation of school owned vehicles.

M. The Board and the Association shall comply with the U.S. State Civil Rights Laws in regard to hiring and treating teacher employees.

Article VIII

Medical Qualifications

A. Routine, regular, dental and/or medical checkups will not be scheduled during the school day.

B. A teacher who has been absent due to a prolonged medical condition may be required at the discretion of the Board to present a medical release from their physician that the employee can perform their duties as prescribed in his/her individual contract.

C. If a teacher is absent first (1st) or sixth (6th) hours for medical or dental reasons, there will not be deductions from sick leave providing his/her class can be covered by another teacher (Article-5, Section-N shall not apply to this section).

Article IX

Negotiations Procedure

A. Not less than ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment by the Board.

B. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of Act 379 of

the Michigan Employment Relations Commission.

C. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and Board, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concession in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. A teacher engaged during the school day negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiations with the Board, including arbitration, shall be released from regular duties without loss of salary.

Article X

Leave of Absence

A. Teachers who anticipate a prolonged disability, i.e. pregnancy, knee replacement, necessary elective surgical procedure, etc. will give the principal one (1) month's notice of such leave or as soon as possible so a qualified substitute may be sought.

Teachers absent because of maternity will use accumulated sick days. If a teacher's sick day accumulation is exhausted, or if a teacher wishes an extended unpaid leave of absence for maternity reasons, the teacher must request a maternity leave in writing. Such leave, up to one year, will be granted by the Board and may be renewed at the discretion of the Board.

B. Military Leave. The Board shall grant a military leave of absence in accordance with Act 145 of 1943, as amended.

C. Personal or Business Leaves. A teacher may apply for a one year leave of absence, without compensation, for personal reasons and the Board will grant said leave, provided it does not injure the program of the school nor exceed one teacher in the district at one time.

D. Emergency Leave. Emergency leave shall be granted for the following reasons: illness or death in the immediate family (immediate family shall be interpreted as follows: spouse, child, sister, brother, parent, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law of the employee). Emergency leave, up to three (3) days per year, non-cumulative, shall be granted. Emergency leave due to illness shall be interpreted to mean hospitalization of an immediate family

member who is gravely or seriously ill and requires the personal attention of a physician, or the visitation of a terminally ill relative when called. It shall not be considered appropriate to use emergency leave for routine appointments to a physician. Emergency leave may be granted by the superintendent for death of other close relatives or friends without loss of pay.

E. Leave Days. At the beginning of each school year each teacher will be credited with fifteen (15) leave days teachers hired after August 31, 2008 will be credited with fourteen (14) leave days. A teacher may not use more than seven (7) personal leave days in one year and no more than five (5) personal days at any one time.

F. Association Days. Five (5) days will be provided to the Association at absolutely no cost to the member and/or Association. An additional five (5) days will be granted if the Association agrees to reimburse the Board for the cost of the substitute teacher. There can be only one Association member gone on any given day, unless special permission has been granted by the superintendent.

G. Sick Leave Bank. A sick leave bank, administered by the Association and the Administration, will be maintained in the following manner:

1. The sick leave bank must be used by teachers for serious illness and/or by teachers who have exhausted their sick leave due to serious illness earlier in the school year. No teacher may use more than forty-five (45) sick bank days in one year.

2. The sick leave bank will have a balance of ninety (90) days.

3. Replacement of sick days to the bank will be done as they are used, by taking one sick day from each teacher, in an alphabetical order. Once the alphabet has been exhausted, contributions will continue by returning to the beginning of the alphabet. At the beginning of each school year, contributions will continue at the point where they left off at the close of the previous school year.

4. Requests for use of the sick leave bank will be made to the superintendent. The superintendent and the Association president will decide, jointly, the use of the bank.

H. Any teacher, whose personal illness extends beyond the period compensated as described above, shall be granted a leave of absence without

pay for a period not to exceed one year, renewable at the discretion of the Board. Upon direct return from leave, said teacher shall be assigned to the same position, if available, or a substantially equivalent position.

I. A bargaining unit member who is injured while working for the district shall receive such compensation and expenses as are prescribed by the Workers' Compensation Law of the State. Such compensation shall be supplemented with an amount sufficient to maintain his regular salary for a period not to exceed his sick leave reserve. Such reserve shall be charged only for that portion in excess of the compensation payment.

J. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox, shall incur diminution of sick leave for only one half ($\frac{1}{2}$) the time absent.

K. Upon the recommendation of the Superintendent of Schools, the Board may grant a sabbatical leave of up to two (2) semesters to a teacher who has been employed at least seven (7) consecutive years in the system. The sabbatical would be for the purpose of study, travel, and for such other purpose as may be approved by the Board. Other sabbatical leaves shall be considered as exceptional cases by the Board. A teacher on sabbatical leave shall receive no compensation or benefits from the district during the period of absence. A teacher who has been on sabbatical leave shall receive the scheduled increment credit and/or adjustments in salary upon return to the district to teach, and credit toward retirement the same as he/she would have received had he/she occupied his/her regular assignment.

L. The number of teachers given sabbatical leave in any year shall not exceed five percent of the total number of teacher instructional employees. The number of leaves granted shall be distributed throughout the system. If the number requesting sabbatical leave exceeds the number of such leaves available as determined by the Board, the selection shall be based on:

1. The estimated value of the plan to the individual and the school system.
2. The amount of seniority.
3. The length of time since the last sabbatical leave.

The employee upon return from sabbatical leave shall be restored to his/her former position or to one of comparable status. He/she shall make such reports of his/her activities as may be required by the superintendent.

M. Court Leave. Teachers who are required by law to serve on a

jury or subpoenaed to appear in court shall receive the difference between the teacher's daily wage and court payment for each day he/she is engaged in such activity.

Article XI

Annuities

A. The Bark River-Harris Board will make payroll deductions upon written authorization from teachers for MEA or other annuities. Said deductions will be sent by the Board to the proper department each month.

Article XII

Academic Freedom

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

B. Freedom of individual conscience, association, and expression will be encouraged, and fairness in procedures will be observed both to safeguard the legitimate interests of the school and to exhibit by appropriate examples the basic objectives of democratic society.

C. Tenured teachers are not required to submit lesson plans. Each teacher however, will have lesson plans for a "sub" in the event of the teacher's absence. Emergencies will be dealt with on an individual basis. (Note: If a teacher is absent and there are no available lesson plans at the teacher's work site, it is expected that a teacher would either send appropriate lesson plans to the school principal or secretary with another teacher, family member, or friend. If this is not possible the teacher may FAX or telephone in the lesson plans to the school principal or secretary to fulfill the requirement of this section.)

D. Teachers in regard to "Academic Freedom" may use their professional judgment in teaching methods and presentation of materials, study, investigation, presentation and interpretation of facts and ideas

concerning society, the world, and other branches of learning up to the extent that they are limited in regard to this Academic Freedom by Board Policies, and the State and Federal Laws that govern these Academic Freedom teaching issues.

Article XIII

Teacher Evaluation

A. When deemed necessary, the work performance of all teachers shall be evaluated in writing. All teachers shall be evaluated according to the Michigan Tenure Law, Act No. 4 of the Public Acts of the extra session of 1937, as amended through the regular session of 1994. Probationary teachers shall be limited to (Part-F of Article-19, Professional Grievance Procedure) for all grievances pertaining to "Teacher Evaluation", non-renewal and discharge of a probationary teacher provided the District can prove that it followed all probationary teacher evaluation rules and regulations and time-lines as stated in the Public Act 451-The Revised Michigan School Code as Amended and all Michigan Tenure Act Provisions.

B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

C. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present unless representation of the association is not readily available, then the Board retains the right to place the teacher immediately on Administrative Leave on any offense that the Board or its designees determines warrants such action. The Board's designee and the association shall meet within two working days to discuss the charge(s) and the pending measures the Board or its designees are considering to take on the pending charges. No warning that is subsequently written and/or placed in the teacher's file and/or affects the teacher's evaluation shall be made without the right of the Association to be present.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

E. Due process shall be granted to teachers in all matters

concerning their employment in the Bark River-Harris School District.

Article XIV

Cost of Living

The study of the feasibility of a cost of living clause shall be considered in future contract negotiations.

Article XV

Professional Development

A. The parties support the principle of continuing education of teachers, participation by teachers in professional organizations in the area of their specialization, leaves for work on advance degrees or special studies, and participation in community educational projects.

B. The Board agrees to provide, with the superintendent's approval, the necessary funds for teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Teachers will, upon request, submit a written report regarding such conference.

C. At the request of the Association, and with the Board's approval, or on the Board's initiative, arrangement shall be made for after school courses, workshops, conferences, and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

D. The Board agrees to pay a sum up to \$10 per year per teacher for dues for membership in one of the following recognized professional education organizations of teachers in a participating curriculum subject area or grade level in whose activities a teacher may participate.

1. Michigan Art Education Association
2. Michigan Audio-Visual Association
3. Michigan Association for Childhood Education
4. Michigan Counselors Association

5. Michigan Driver Education Association
6. Michigan Council for Exceptional Children
7. Michigan High School Coaches Association
8. Michigan Home Economics Section of the American Vocational Association
9. Michigan Music Educators Association
10. Michigan Association of Health, Physical Education and Recreation
11. Michigan Association of Public School Adult Educators
12. Michigan Association of School Librarians
13. Upper Peninsula Athletic Directors

and any other approved organization.

E. Professional days will be the responsibility of the teacher to maintain the state mandated requirements through District or ISD approved offerings. If the teacher chooses a professional development offering during the school day, release time will be granted. If the offering is selected outside the school day, the teacher will be compensated at the District's substitute rate or stipends offered by ISD grants, i.e. weekends/summer workshops.

The District will provide documents for verifying participation.

Article XVI Protection of Teachers

A. Since the teacher's authority and effectiveness in his/her classroom are undermined when students discover that there is insufficient administrative backing and support for the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. When it appears to the teacher and principal that a particular pupil requires the attention of special counselors, and/or social workers, the Board will attempt reasonable steps to relieve the teacher of responsibilities with respect to such pupils.

B. The parties recognize that children having special physical,

mental, and emotional problems may require specialized classroom experience and their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. The Board shall take advantage of any facilities provided by the Intermediate Board.

C. Principals shall report to the superintendent and the police all cases of assault suffered by teachers. In any reported assault case the superintendent, at the request of the teacher will contact an attorney and the attorney will:

1. Inform the teacher of his/her rights under the law in connection with the assault, and
2. Assist the teacher by rendering legal service in protecting the teacher's rights.

D. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident. A student suspended from class for an indefinite period of time will, accompanied by a parent or guardian, meet with the principal, superintendent, the teacher, and the President of the Bark River-Harris Education Association or his/her representative to review the situation before re-admittance to class.

E. Expulsion of students from school may be imposed only by the Board or designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. When a teacher has one or more pupils in class who constitute serious behavioral problems as determined by the superintendent, principal, and teacher, appropriate recognition shall be given by way of reduced class size, greater or more frequent relief periods, or additional compensation as agreed between the Board and the Association.

F. If any teacher is complained against the complaint will be handled in accordance with Article XVI, Section-H. If any teacher is sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel and render all necessary

assistance to the teacher in his/her defense, until the teacher is proven negligent.

G. If incurred while in the performance of his/her duties:

1. The Board will reimburse the teacher, for loss of personal property which has been destroyed by the student if not reimbursed by the student within the school year.
2. The Board will reimburse the teacher for the loss of personal property not to exceed the (\$25,000) amount of insurance coverage in case of disaster. A general inventory list must be available.

H. No action except as provided in article-13, Section-C, will be taken on a complaint against a teacher until the following steps have been taken:

1. Said teacher and the Association have been notified in writing of the complaint.
2. The administration will meet to discuss and try to settle the complaint.
3. If no decision is reached at Step 2, the teacher, with the Association representative, shall meet with the Board representation and the complainer(s) to settle the complaint.
4. In case a decision cannot be reached at Step 3, the teacher, with Association representation, shall appear before the entire Board for a decision.
5. No record of complaints will be placed in the teacher's personal file unless he/she is found guilty of said charges.

I. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, unless he/she is proven negligent. Such incident will not in any way affect the regular compensation of the teacher. No reduction of accrued sick leave will be made under this Article.

Article XVII

Severance Pay

A. The district agrees to pay to teachers their unused leave days at the rate of \$165/day up to a maximum of \$49,500: \$49,500, **OR** days accumulated @ \$165/day. Employees hired after August 31, 2008 shall be limited to \$100/day up to a maximum of \$30,000.00: \$30,000.00, or days accumulated @ \$100/day.

The benefit would be payable in sixty (60) equal installments over five (5) years commencing no later than ninety (90) days after the effective date of termination except teachers who purchase service credit and/or have a balance due to MPSERS. Employees who wish to use the severance pay benefit for service credit purchase or have a balance due to MPSERS, shall give the District a minimum of six (6) months notice of intent to use benefit for service credit purchase. I.e. for a June service credit purchase, notification would be required by December 31. After service credit purchase, if termination pay has a balance greater than \$10,000, it shall be paid out in sixty (60) equal installments. If the balance is \$10,000 or less, payment will be in thirty-six (36) equal installments.

Payments for the "Severance Pay" will be made through a "Special Pay Plan" 403 (b).

This benefit is payable only if the following apply:

1. The teacher has been employed in the school district for fifteen (15) years,
2. The teacher is not discharged for just cause.

B. The Board shall give terminal leave money to the heirs of teachers with fifteen (15) or more years of service who die while employed at Bark River-Harris. The heirs for the purposes of this clause, shall be the same as the beneficiary(ies) designated in the teacher's term life insurance policy through the school unless other beneficiary(ies) is (are) specifically designated by the teacher in writing. The amount of money shall be the same as provided to teachers whose death does not precede termination of employment at Bark River-Harris.

Article XVIII

Reduction in Personnel and Annexations and
Consolidations of Districts

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which this district shall be merged or combined.

B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its members in such reorganized district.

C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible,

those teachers with permanent teaching certificates having the longest service in the district. The Board will further use their best efforts to assist all teachers terminated for lack of duty to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling their terms of a contract with a teacher.

D. In the event of consolidation or annexation of the Bark River-Harris School District, the Board will make a necessary condition of consolidation or annexation, the placing of all tenure teachers on tenure in the new district.

E. In the event of declining enrollment or because of financial reasons, it becomes necessary to reduce the teaching staff, the following procedures will be followed:

1. The School Board will decide the necessary program cuts and inform the administration and faculty.
2. The administration, with input and consultation from the Association President, will retain the most senior incumbent teachers who are certified and qualified at the start of the assignment. When certifications and qualifications are equal, seniority will be the determining factor for assignments to be filled by the District. Probationary teachers will be laid off first unless there are no incumbents who are certified and qualified.
3. A teacher whose assignment is eliminated will then have the right to "bump" a teacher with less seniority provided the teacher doing the bumping has the certification and qualifications at the beginning of the assignment to hold said position.
4. The teacher eliminated will be laid off, unless that teacher is certified to teach half or more of the classes of a teacher with less seniority. The teacher will then have the right to "bump" a teacher with less seniority provided the teacher doing the bumping agrees to acquire eight (8) more semester hours, in the area of certification needed, within the next twelve (12) months. If the above credits are not sufficient to acquire the necessary certification, the teacher must agree to pick up another eight (8) semester hours during the next twelve

(12) months. It is understood that once certification is acquired in the area needed, no additional hours of credit are mandated.

F. Recall of laid off teachers shall be in the inverse order of layoff (i.e., those laid off last will be recalled first), provided, however, that a teacher in order to be recalled from layoff shall be certified and qualified for the position at the start of the assignment. For placement in a K-6 grade level elementary position, a teacher is qualified if he/she has elementary certification that allows for placement in elementary at that grade level. Teacher placement in the middle school levels 7th and 8th grade levels, shall have the necessary credentials per the State Michigan Department of Education pursuant to beginning that teaching assignment. For placement in a secondary teaching area (9-12), a teacher is qualified per Article V.H. This third (3rd) paragraph applies to all of the above if he/she has been certified. Laid off teachers who wish to return to the district shall inform the administration in writing annually. The Board shall give written notice of recall from layoff by sending a registered or certified letter to the affected teacher at his/her last known 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 a teacher fails to report to work within ten (10) days from date of receipt of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered as a voluntary quit, and shall thereby terminate his/her individual employment contract, except a teacher who cannot return to work because of temporary contractual obligations, illness, or other reasons deemed appropriate by the Board, shall be maintained on the seniority list in his/her current position. This list of laid off teachers shall include all who have been laid off from the Bark River-Harris School District. A copy of such list shall be given to the BRHEA president annually and shall be a part of this contract.

Article XIX

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 agreement or any rule, order, or regulation of the Board may be processed as

a grievance as hereinafter provided.

B. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative.

C. If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure on the form set forth in Article XX signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance from the grievant shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him/her.

D. Within three (3) school days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within three (3) school days of such meeting and shall furnish a copy thereof to the Association.

E. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within three (3) school days of such meeting (or six [6] school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Within five (5) days the superintendent or his/her designee shall meet with the Association of the grievance and shall indicate his/her disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his/her designee or if no disposition has been made within three (3) school days of such meeting (or six [6] school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, not later than its regular meeting or two calendar weeks, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such

disposition shall be furnished to the Association.

G. If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance may be submitted to binding arbitration before an impartial arbitrator of the American Arbitration Association. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

H. A mutually agreeable third party can be submitted for said arbitrator. The third party will be cloaked with all power of an arbitrator. If after one week a third party cannot be agreed upon, an arbitrator from the American Arbitration Association will be called. Cost of arbitration will be shared on a 50-50 basis.

I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

J. If an individual teacher has a personal complaint which he/she desires to discuss with a principal, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

K. Miscellaneous

1. All documents, communications, and records during the time of and dealing with the processing of a grievance shall be filed separately from the personal files of participants. Upon completion of any grievance procedure, all records not placed in the teacher's permanent file will be destroyed.

Article XX

Professional Grievance Report

Bark River-Harris School District

School _____ Grievance

Number: _____

Date of

Violation: _____

Date of

Grievance: _____

Subject to the provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

Signature of

Grievant _____

Signature of Association Representative _____

Date _____

STATEMENT OF GRIEVANCE:

REMEDY REQUESTED: (use additional paper if necessary)

Approved for processing:
(Signature of grievant - Use reverse side if more than one)
Date:
Principal's Disposition:

Signature of Principal _____ Date _____
Association's Disposition: _____ Satisfactory
_____ Unsatisfactory
Date: _____
Superintendent's Disposition:

Superintendent Signature: _____ Date: _____

Association's Disposition: _____ Satisfactory
_____ Unsatisfactory

Date: _____

Board's Disposition:

Signature of Board

President: _____ Date: _____

Association's Disposition: _____ Satisfactory
_____ Unsatisfactory

Date: _____

Arbitrator's Disposition:

Signature of Arbitrator: _____ Date: _____

Article XXI

Salary Schedule

2008-2009

| Step | Index | BA | MA |
|------|-------|-----------|-----------|
| 0. | 1.00 | 33,188.79 | 36,507.67 |
| 1. | 1.05 | 34,848.23 | 38,333.05 |
| 2. | 1.10 | 36,507.67 | 40,158.44 |
| 3. | 1.15 | 38,167.11 | 41,983.82 |
| 4. | 1.20 | 39,826.55 | 43,809.20 |
| 5. | 1.25 | 41,485.99 | 45,634.59 |
| 6. | 1.30 | 43,145.43 | 47,459.97 |
| 7. | 1.35 | 44,804.87 | 49,285.35 |
| 8. | 1.40 | 46,464.31 | 51,110.74 |
| 9. | 1.45 | 48,123.75 | 52,936.12 |
| 10. | 1.50 | 49,783.19 | 54,761.50 |
| 11. | 1.55 | 51,442.63 | 56,586.89 |
| 12. | 1.60 | 53,102.07 | 58,412.27 |

Salary Schedule

2009-2010

| Step | Index | BA | MA |
|------|-------|-----------|-----------|
| 0. | 1.00 | 33,852.57 | 37,237.82 |
| 1. | 1.05 | 35,545.57 | 39,099.71 |
| 2. | 1.10 | 37,237.83 | 40,961.61 |
| 3. | 1.15 | 38,930.46 | 42,823.50 |
| 4. | 1.20 | 40,623.08 | 44,685.39 |
| 5. | 1.25 | 42,315.71 | 46,547.28 |
| 6. | 1.30 | 44,008.34 | 48,409.17 |
| 7. | 1.35 | 45,700.97 | 50,271.06 |
| 8. | 1.40 | 47,393.60 | 52,132.95 |
| 9. | 1.45 | 49,086.23 | 53,994.84 |
| 10. | 1.50 | 50,778.85 | 55,856.73 |
| 11. | 1.55 | 52,471.48 | 57,718.63 |
| 12. | 1.60 | 54,164.11 | 59,580.52 |

Salary Schedule

2010-2011

| Step | Index | BA | MA |
|------|-------|-----------|-----------|
| 0. | 1.00 | 34,529.62 | 37,982.58 |
| 1. | 1.05 | 36,256.10 | 39,881.71 |

| | | | |
|-----|------|-----------|-----------|
| 2. | 1.10 | 37,982.58 | 41,780.84 |
| 3. | 1.15 | 39,709.06 | 43,679.97 |
| 4. | 1.20 | 41,435.55 | 45,579.10 |
| 5. | 1.25 | 43,162.03 | 47,478.22 |
| 6. | 1.30 | 44,888.51 | 49,377.35 |
| 7. | 1.35 | 46,614.99 | 51,276.48 |
| 8. | 1.40 | 48,341.47 | 53,175.61 |
| 9. | 1.45 | 50,067.95 | 55,074.74 |
| 10. | 1.50 | 51,794.43 | 56,973.87 |
| 11. | 1.55 | 53,520.91 | 58,873.00 |
| 12. | 1.60 | 55,247.39 | 60,772.13 |

A. The M.A base shall be 10% above the B.A. base.

B. Longevity steps of five percent (5%) each will be given to teachers for experience in the Bark River-Harris school district after the 15th, 20th, 25th, 30th, and 35th year. In addition, up to three (3) years of U.S. Military experience shall count toward longevity.

All employees hired after August 31, 2009 will be placed on the below longevity steps:

B-2. Longevity steps of three percent (3%) each will be given to teachers for experience in the Bark River-Harris school district after the 15th, 20th, 25th, 30th, and 35th year. In addition, up to three (3) years of U.S. Military experience shall count toward longevity.

C. The Board shall pay, in full, the teachers contribution to the Michigan Public Employees Retirement Fund.

D. Teachers may designate their bi-weekly pay checks be issued in 20 payments or 26 payments throughout the calendar year.

E. Years of Experience Determination:

1. Degree Teaching Experience

a. A teacher may receive full credit for up to five (5) years of degreed teaching experience outside of Bark River-Harris for all new teachers hired after July 1, 1972.

b. A teacher will not be given credit for more than five (5) years for total experience, including military service.

2. Non-degree Teaching Experience:

- a. A teacher may receive credit for up to, but not more than, five (5) years of teaching experience done without a degree, whether done in or out of the Bark River-Harris system.
- b. By combining provisions of section 1a and 2 of this schedule as herein described, a teacher may not accumulate more than five (years).

F. A teacher beginning at Bark River-Harris will receive full credit for military experience served in any branch of the U.S. Armed Forces for up to, but not exceeding three (3) years.

G. Non-degree teachers will not be employed by the Board until all efforts have been made to hire a degreed teacher. When such non-degree teachers are hired, the following schedule will be used as a base salary.

| | |
|-----------------|--------------------|
| 60 - 89 hours | \$1,000 below base |
| 90 - 100 hours | 800 below base |
| 101 - 110 hours | 700 below base |
| 111 - 120 hours | 600 below base |
| 121 - 130 hours | 500 below base |

H. Professional Growth: A teacher who has earned more than fifteen (15) semester hours of graduate credit, after receiving a B.A. or B.S. degree, will have his salary adjusted at the rate of \$30 per semester hour above fifteen (15) hours, to a total of thirty-one (31) semester hours or a total of \$480. Teachers hired after September 1, 1981, will have their salary adjusted for all hours above eighteen (18) semester hours to thirty-one (31).

- a. Teachers may be required to perform extra services outside of the above stated school day, at the hourly rate of the teacher, arrived at by dividing the annual salary by 1350 hours.
- b. Employees currently teaching Driver Education will be paid at a rate of \$25 per hour. New driver education teachers will be paid at a rate of \$17 per hour.

Band Director

The band director will be paid the following for each activity and/or event worked:

| | <u>2006-2007</u> |
|--------------------------------|------------------|
| Homecoming | \$ 56 |
| Football parents' night | \$ 56 |
| Christmas parade | \$ 56 |
| Christmas concert | \$ 00 |
| Solo & Ensemble (each day) | \$168 |
| Spring concert | \$ 00 |
| Baccalaureate | \$ 56 |
| Commencement | \$ 56 |
| Memorial Day Parade | \$ 56 |
| 4 th of July Parade | \$ 56 |

All other paid band director events must be approved by the superintendent.

K. A traveling expense allowance of the allowable State of Michigan rate per mile will be paid to any teacher who must use his/her own car for school connected travel, with prior approval of the superintendent, except travel to and from his/her regular classroom assignment. Teachers will be allowed up to \$4 for breakfast, \$7 for lunch, and \$15 for dinner when on school connected travel

2006-2007

1

2 J. Supplementary Salary Schedule

3

CHEERLEADER ADVISORS

| 4 | Years of | Athletic | Varsity | Junior | Junior |
|----|------------|----------|---------|---------|--------|
| 5 | Experience | Director | | Varsity | High |
| 6 | 1 | \$2,388 | \$1,199 | \$ 479 | \$ 721 |
| 7 | 2 | 2,555 | 1,283 | 513 | 771 |
| 8 | 3 | 2,722 | 1,367 | 546 | 822 |
| 9 | 4 | 2,889 | 1,451 | 580 | 872 |
| 10 | 5 | 3,057 | 1,535 | 613 | 923 |
| 11 | 6 | 3,224 | 1,619 | 647 | 973 |
| 12 | 7 | 3,391 | 1,703 | 680 | 1,024 |
| 13 | 8 | 3,558 | 1,787 | 714 | 1,074 |
| 14 | 9 | 3,725 | 1,870 | 747 | 1,125 |
| 15 | 10 | 3,892 | 1,954 | 781 | 1,175 |
| 16 | 11 | 4,060 | 2,038 | 814 | 1,226 |
| 17 | 12 | 4,227 | 2,122 | 848 | 1,276 |

18

FOOTBALL

| 19 | Years of | Varsity | Assistant | Years of | Jr Varsity | Asst Jr Varsity |
|----|------------|----------|------------|------------|------------|-----------------|
| 20 | Experience | Football | Var F-Ball | Experience | Football | Football |
| 21 | 1 | \$2,218 | \$1,690 | 1 | \$1,200 | \$ 599 |
| 22 | 2 | 2,373 | 1,808 | 2 | 1,284 | 640 |
| 23 | 3 | 2,529 | 1,927 | 3 | 1,368 | 682 |
| 24 | 4 | 2,684 | 2,045 | 4 | 1,452 | 725 |
| 25 | 5 | 2,839 | 2,163 | 5 | 1,536 | 766 |
| 26 | 6 | 2,994 | 2,282 | 6 | 1,620 | 808 |
| 27 | 7 | 3,150 | 2,400 | 7 | 1,704 | 850 |
| 28 | 8 | 3,305 | 2,518 | 8 | 1,788 | 892 |
| 29 | 9 | 3,460 | 2,636 | 9 | 1,872 | 935 |
| 30 | 10 | 3,615 | 2,755 | 10 | 1,956 | 977 |
| 31 | 11 | 3,762 | 2,873 | 11 | 2,040 | 1,018 |
| 32 | 12 | 3,926 | 2,991 | 12 | 2,124 | 1,060 |

33

BASKETBALL/VOLLEYBALL (BOYS AND GIRLS SEPARATE)

| 34 | Years of | Varsity | Jr Varsity | Freshmen | 8th Grade | 7th Grade |
|----|------------|------------|------------|------------|------------|------------|
| 35 | Experience | Basketball | Basketball | Basketball | Basketball | Basketball |
| 36 | 1 | \$2,337 | \$1,438 | \$ 959 | \$ 899 | \$ 838 |
| 37 | 2 | 2,501 | 1,539 | 1,026 | 962 | 897 |
| 38 | 3 | 2,664 | 1,639 | 1,093 | 1,025 | 955 |
| 39 | 4 | 2,828 | 1,740 | 1,160 | 1,088 | 1,014 |
| 40 | 5 | 2,991 | 1,841 | 1,228 | 1,151 | 1,073 |
| 41 | 6 | 3,155 | 1,941 | 1,295 | 1,214 | 1,131 |
| 42 | 7 | 3,319 | 2,042 | 1,362 | 1,277 | 1,190 |
| 43 | 8 | 3,482 | 2,143 | 1,429 | 1,340 | 1,249 |
| 44 | 9 | 3,646 | 2,243 | 1,496 | 1,402 | 1,307 |
| 45 | 10 | 3,809 | 2,344 | 1,563 | 1,465 | 1,366 |
| 46 | 11 | 3,973 | 2,445 | 1,630 | 1,528 | 1,425 |
| 47 | 12 | 4,136 | 2,545 | 1,697 | 1,591 | 1,483 |

1 2006/2007 (Continued)

2 TRACK & GOLF (BOYS AND GIRLS COMBINED)

| 3 | Years of | Varsity | Jr High | Ass't Jr High | Golf |
|----|------------|---------|---------|---------------|--------|
| 4 | Experience | Track | Track | Track | |
| 5 | 1 | \$ 959 | \$ 839 | \$ 479 | \$ 691 |
| 6 | 2 | 1,026 | 898 | 512 | 739 |
| 7 | 3 | 1,093 | 956 | 546 | 788 |
| 8 | 4 | 1,160 | 1,015 | 580 | 836 |
| 9 | 5 | 1,228 | 1,074 | 613 | 884 |
| 10 | 6 | 1,295 | 1,133 | 647 | 933 |
| 11 | 7 | 1,362 | 1,191 | 680 | 981 |
| 12 | 8 | 1,429 | 1,250 | 714 | 1,030 |
| 13 | 9 | 1,496 | 1,309 | 747 | 1,078 |
| 14 | 10 | 1,563 | 1,368 | 781 | 1,126 |
| 15 | 11 | 1,630 | 1,426 | 814 | 1,175 |
| 16 | 12 | 1,697 | 1,485 | 848 | 1,223 |

17 All below based upon a percentage of B.A. base in effect for current year.

| | | |
|----|----------------------------|-------|
| 18 | Yearbook Advisor | 6.0% |
| 19 | Junior/Senior Advisor | 1.68% |
| 20 | Freshman/Sophomore Advisor | 0.84% |

Article XXII

Insurance

Insurance - 2008/2009

A. Teachers' insurance needs for complete medical coverage for themselves and their families vary completely. The Board shall pay an amount equivalent to MESSA Choices II Insurance premium as stated below, per month, per teacher minus a \$30.00 per month pre-tax dollars employee contribution via payroll deduction, toward the MESSA health insurance program and/or any annuity program presently allowed by the Board.

Insurance - 2009/2010

A. Teachers' insurance needs for complete medical coverage for themselves and their families vary completely. The Board shall pay an amount equivalent to MESSA Choices II Insurance premium as stated below, per month, per teacher minus a \$40.00 per month pre-tax dollars employee contribution via payroll deduction, toward the MESSA health insurance program and/or any annuity program presently allowed by the Board.

Insurance - 2010/2011

A. Teachers' insurance needs for complete medical coverage for themselves and their families vary completely. The Board shall pay an amount equivalent to MESSA Choices II Insurance premium as stated below, per month, per teacher minus a \$50.00 per month pre-tax dollars employee contribution via payroll deduction, toward the MESSA health insurance program and/or any annuity program presently allowed by the Board.

B. Pursuant to Section 125 of the Internal Revenue Code, each bargaining unit member for whom such contributions are made shall retain all non-forfeitable rights and full control over the tax-deferred annuity plan.

The maximum benefits calculation for an annuity will be 72% of \$550. In lieu of health insurance, the employee shall receive in cash, an amount set forth below. Such cash may be contributed to a TSA plan as allowed by federal law.

1. Member only (SS) and 65% of the difference (\$550 cap).
2. ES/EC and 100% of the difference (\$550 cap).
3. 72% of \$550 if the employee opts to take no health insurance.

PAK Part A

MESSA Choices II - 10/20 RX

60% of Max Eligible Salary
Maximum Monthly Benefit \$ 5,000.00
Max Eligible Monthly Salary \$ 8,333.00
180 Calendar Days Straight Wait Elimination Period
COLA No
Mental/Nervous Same As Illness
Alcohol/Drug Same As Illness
5% Minimum Payout
Pre-existing Limits Waived
Family Social Security Offset
No Survivor Income
Freeze on Offsets
No Educational Supplement
2 Year Own Occupation

Life volume requested \$50,000.00
Disability waiver will apply

Life volume requested \$50,000.00

VSP 3

60/60/60:1,000.00 Annual Max
60:600.00 Lifetime Max
Two Cleanings Per Year No Adult Orthodontics

PAK Part B

60% of Max Eligible Salary
Maximum Monthly Benefit \$ 5,000.00
Max Eligible Monthly Salary \$ 8,333.00
180 Calendar Days Straight Wait Elimination Period
COLA No
Mental/Nervous Same As Illness
Alcohol/Drug Same As Illness
5% Minimum Payout
Pre-existing Limits Waived
Family Social Security Offset
No Survivor Income
Freeze on Offsets
No Educational Supplement
2 Year Own Occupation

Life volume requested \$50,000.00
Disability waiver will apply

Life volume requested \$50,000.00

VSP 3

60/60/60:1,000.00 Annual Max

60:600.00 Lifetime Max
Two Cleanings Per Year No Adult Orthodontics

Each teacher may elect to take health insurance and/or options and/or cash.

New teachers hired during the term of this contract shall receive health insurance only. After three (3) years of employment, the teacher may choose cash in lieu of health insurance at a rate of no more than \$225 per month.

C. The Board through MESSA shall provide, at no cost to the teacher, \$50,000 of life insurance, with accidental death and dismemberment, payable to the teacher's designated beneficiary.

D. The Board, through MESSA shall provide without cost to each teacher, long term disability that will include benefits payable after 180 days of disability at 60% of the individual teacher's annual salary at the time of disability. Benefits shall be payable to age 65 or until termination of disability, whichever occurs first.

E. The Board through MESSA shall provide without cost to each teacher and his/her eligible dependents, Dental Care Plan D, with 0-4 orthodontic benefits (60/60/60) including Internal and External Coordination of Benefits (COB).

F. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period, commencing September 1st and ending August 30th.

G. When necessary, insurance premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. This pertains only to new teachers coming from outside the State of Michigan.

H. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the teacher's fringe benefits, shall continue throughout the balance of the school year.

I. The Board, through MESSA, shall provide, without cost to each teacher and his/her eligible dependents, VSP III vision insurance. The insurance will become effective July 1, 1996.

Article XXIII
Miscellaneous Provisions

A. All individual teacher contracts shall be made expressly subject to terms of this Agreement which covers the same school year as the individual teacher contract.

B. The provisions of the agreement shall be incorporated into and considered part of the established policies of the Board.

C. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

D. The 2009-2010 & 2010-2011 school calendar will be similar to the 2008-2009 calendar. The final calendar will be determined by the Board and the Association.

E. Mentor Teachers. A mentor teacher shall be defined as a Master Teacher, a college professor, or a retired Master Teacher as identified in section 1526 of the School Code, as in affect or as amended, and shall perform the duties of a Master Teacher as specified in the code.

Each teacher in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher in a joint decision by the Association and an individual who can offer assistance, resources and information in a non-threatening collegial fashion.

1. A Mentor Teacher shall be assigned in accordance with the following:
 - a) Participation as a Mentor Teacher shall be voluntary.
 - b) The District shall immediately notify the Association of those members requiring a mentor assignment or any affected member whose classroom assignment has changed.
 - c) The assignment of the Mentor Teacher shall be finalized within ten (10) work days after the notification.
 - d) Every effort shall be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
 - e) Mentees shall only be assigned to one (1)Mentor teacher at one time.
 - f) The mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher and Mentee at the

end of each semester. The appointment may be renewed in succeeding years.

Because the purpose of the mentor/mentee match is to acclimate a teacher and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential, except as required by law, and shall not, in any fashion, be a matter included in the evaluation of the other. Further, the Mentor Teacher shall not testify as a witness in any grievance or administrative hearing involving the Mentee nor shall the Mentee testify as a witness in any grievance or administrative hearing involving the Mentor Teacher.

Where possible the Mentor Teacher and Mentee shall be assigned common preparation time(s), if applicable.

Mentees shall be provided with such professional development induction into teaching as required by law.

Mentor Teacher shall be compensated at the rate of \$500 per year.

Upon notification to the Association and Administration of a severe personality conflict between the mentor and mentee, a replacement mentor will be found.

Article XXIV
Reopener Clause

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

Article XXV
Duration of Agreement

2008-2009, 2009-2010, 2010-2011

This agreement shall be effective as of July 1, 2008, and shall continue in effect until the 30th day of June 30, 2011.

By _____
President

By _____
President

BARK RIVER-HARRIS SCHOOLS

ARTICLE XXVII
SENIORITY LIST

SEPTEMBER 1, 2008

| | | |
|----|-------------------------|-------------------|
| 1 | BONE, KITTIE----- | 1970-1971 |
| 2 | BECK, CAROL----- | 1975-1976 |
| 3 | ERVA, KAREN----- | 1979-80-81; 10-82 |
| 4 | KWARCIANY, DALE----- | 7/26/84-1985 |
| 5 | RAY, MARK----- | 7/26/84-1985 |
| 6 | REYNOLDS, PAULA----- | 8/29/84-1985 |
| 7 | LIVINGSTON, SUE----- | 6-09-87 |
| 8 | DUBOIS, LYNN----- | 6-09-87 |
| 9 | BILSKI, JAMES----- | 8-26-91 |
| 10 | CARLSON, COLLEEN----- | 8-26-91 |
| 11 | AERTS, PRISCILLA----- | 11-25-91 |
| 12 | JOHNSON, SCOTT----- | 8-31-92 |
| 13 | MARIIN, LYNN----- | 8-31-92 |
| 14 | MAINS, YVONNE----- | 6-14-99 |
| 15 | LEPISTO, MIKE----- | 6-14-99 |
| 16 | FARNSWORTH, SCOTT----- | 8-05-99 |
| 17 | HOOD, JANICE----- | 12-04-00 |
| 18 | PRATI, THEODORE----- | 5-22-01 |
| 19 | GILBERT, KATHLEEN----- | 5-22-01 |
| 20 | STRAHL, LAURIE----- | 6-09-03 |
| 21 | HALL, LISA----- | 7-14-03 |
| 22 | GUSTAFSON, RACHAL----- | 10-13-03 |
| 23 | MARENGER, MICHELLE----- | 10-11-04 |
| 24 | JOHNSON, DIANE----- | 06-13-05 |
| 25 | HARVEY, KELLY----- | 06-13-05 |
| 26 | CARTWRIGHT, BEN----- | 06-13-05 |
| 27 | REYNOLDS, MICHAEL----- | 07-11-05 |
| 28 | LESNIESKI, LEAH----- | 08-14-06 |
| 29 | CHENIER, JENNIFER----- | 07-18-07 |
| 30 | MADALINSKI, ANNE----- | 07-18-07 |
| 31 | ROBINETTE, MELISSA----- | 07-18-07 |
| 32 | SMITH, JODI----- | 07-18-07 |
| 33 | KIVIOJA, AMANDA----- | 06-09-08 |
| 34 | KELLNER, JOHN----- | 07-14-08 |
| 35 | STENBERG, ALLEN----- | 09-08-08 |

Tentative 2008-2009 School Calendar

| August | | | | | | |
|--------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

27 - Teacher In-Service
28 - Teacher In-Service at ISD

| September | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

2 - 1st Day of School (full day)

| October | | | | | | |
|---------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

14-29 - MEAP Testing - Grades 3-9
31 - End of 1st Marking Period

| November | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

6 - 11:34 Dismissal, Parent/Teacher Conferences (1:00-6:00)
7 - Teacher In-Service
26, 27, 28 - No School, Thanksgiving

| December | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

22-31 - No School, Christmas

| January | | | | | | |
|---------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

1, 2 - No School, New Years
5 - School Resumes
23 - End of 2nd Marking Period
29 - 11:34 Dismissal, Parent/Teacher Conferences (1:00-5:00)
30 - No School, Teacher In-Service

| February | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | | | | | | |

| March | | | | | | |
|-------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

10, 11, 12 - MME Testing
24, 25, 26 - Make Up MME Testing
27 - End of the 3rd Marking Period
30, 31 - No School, Spring Break

| April | | | | | | |
|-------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

1, 2, 3 - No School, Spring Break
10 - No School, Good Friday

| May | | | | | | |
|-----|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

17 - Senior Awards, Recognition Day
21 - Graduation, 7:00 p.m.
25 - No School, Memorial Day

| June | | | | | | |
|------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

5 - Last Day of School

