

# **MASTER AGREEMENT**

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**BOARD OF EDUCATION  
BREITUNG TOWNSHIP SCHOOLS**

**AND**

**BREITUNG TOWNSHIP  
EDUCATION ASSOCIATION**

**AND**

**MICHIGAN EDUCATION  
ASSOCIATION**

**2005 - 2007**

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**BREITUNG TOWNSHIP EDUCATION ASSOCIATION  
AND  
MICHIGAN EDUCATION ASSOCIATION**

**2005-2007**

The Board and Association recognize their mutual obligations pursuant to Act 379 of the Public Acts of 1965 to bargain collectively with respect to hours, wages and conditions of employment. This Agreement entered into this first day of July, 2005, by and between the School District of Breitung, the City of Kingsford, Michigan, hereinafter called the "BOARD" and the Breitung Township Education Association and the Michigan Education Association, hereinafter called the "ASSOCIATION".

**ARTICLE 1 - Recognition**

The Board recognizes the Association as the exclusive bargaining representative for the entire Breitung Township teaching staff, including the positions of:

Classroom teachers - kindergarten through 12th grade without supervisory  
or administrative duties  
Teachers of music, art, and physical education  
Certified Librarians  
Guidance Counselors  
Special Education Teachers  
Social Workers  
School Nurses  
Speech/Language Pathologists

But excluding:

Teacher aides, on call employees, supervisors and all other employees,  
except as listed above.

**ARTICLE 2 - Association and Teacher Rights**

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee as defined in Article I shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the statutes of the State of Michigan, as amended, 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 Law; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its representatives shall have the right to use the school for meetings when not conflicting with pre-scheduled activities, except during the teacher's working day as stated in this contract. No charge shall be made for the use of the building except when used during hours in which custodians are not on duty. Charges then shall consist of custodian's salary plus charges normally charged other organizations for the same use. All arrangements for building use shall be made through the principal of the building concerned.

D. The Association shall have the right to use for local Association business school equipment, including computers and computer network, copying machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at times when custodians are on duty. The Association shall pay for the actual cost of all materials and supplies incident to such use.

E. The duly authorized president, or vice president if the president is not available, shall with notice to their administrator be granted time to transact official Association business with officials of the M.E.A. during the preparation period of the local officer. Proper credentials must first be presented to the building principal.

F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes, as well as school equipment and computer system for communications to teachers. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.

G. The Board agrees to make available to the Association in response to reasonable requests annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all board meetings, and census and membership data. Only copies of official records and accounts shall be permitted to leave the office of the Board.

H. The Board shall allow input from employees as defined in Article I on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration. The Board shall provide the Association president a copy of the agenda of Board meetings which will be mailed at the same time of the mailing to the Board members.

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

J. The Association shall be granted a "bank" of four (4) days per year for the purpose of releasing its representatives from regular duties without loss of salary to participate in area, state, or regional meetings of the Michigan Education Association. An additional ten (10) days will be granted for which the Association will pay the salary of a substitute teacher for that purpose. Time must be drawn from the bank in half day or full day blocks of time. Any staff member drawing time from the bank must notify his/her respective building principal at least on one (1) school day in advance.

### 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 vested in it by the laws as amended and the Constitution of the State of Michigan, and of the United States or enjoyed by employers, including, but without limiting the generality of the foregoing, the right:

1. To exclusive management and control of the school system and its properties, facilities, and operations.
2. To hire all employees; to determine, subject to law, their qualifications, dismissal, demotion, suspension, or layoff; to determine the number and scheduling, including business hours and school hours and days, of all employees; to promote or transfer all employees; to determine the size of the working force; and to assign duties to, and to direct, all employees.
3. To establish grades or courses of instruction, including special or innovative programs and to provide for athletic, recreational, and social events for all students, as deemed necessary or advisable.
4. To approve the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; and to determine services, supplies, and equipment and all financial and public relations practices.
5. The Board and the Association recognize that the Board, under law, has the final responsibility for establishing policies for the district.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws, as amended, of the State of Michigan, and the Constitution and laws of the United States. Furthermore, the Board recognizes that this agreement sets forth limitations on the above named powers, rights, authorities, duties, and responsibilities and hereby agrees to be bound by such limitations.

### ARTICLE 4 - Professional Responsibility

A. Membership in the Association shall be open to all teachers, regardless of race, sex, creed, marital status, or national origin.

B. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, the Board agrees either to:

1. Deduct from teachers' salaries dues for the Breitung Township Education Association, or
  2. Deduct from teachers' salaries a service fee established in accordance with applicable laws and regulations.
- C. The deduction shall be made as the teachers individually and

voluntarily authorize the Board to deduct, and the monies shall be promptly transmitted to the Breitung Township Education Association. Teacher authorizations shall be made in the form set forth in Schedule D.

D. The Board shall be under no obligation whatsoever to deduct membership fees or any service fees established in accordance with applicable laws and regulations, unless it has in advance a signed authorization card permitting such deduction. The Association agrees to indemnify the Board for any damages or liability incurred by the Board, including costs of litigation, attorney's fees, and unemployment compensation for any deduction made by the Board based upon a signed authorization card.

E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgement of a court or administrative agency, including unemployment compensation, as a direct consequence of the Board's compliance with this Article.

In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, who shall be reasonably acceptable to the Board, provided:

1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

F. In the event that a teacher does not authorize deduction of dues or a service fee established in accordance with applicable laws and regulations, and does not pay such sum directly to the Association, for a period of thirty (30) days following the commencement of employment of the teacher, the Board agrees that, upon written request in such regard to the Board by the Association, to effectuate the purposes of the Public Employment Relations Act and this agreement, the services of such teacher shall be discontinued immediately.

G. If the Board discharges a teacher for failure to comply with the provisions of this Article, the Association agrees to indemnify and hold harmless the Board from any and all damages and judgments which may result from such action, including costs of litigation, unemployment compensation, and attorney's fees.

H. The Board agrees to send or present each teacher offered a contract with a copy of this article along with the individual teacher contract.

I. The Breitung Township Education Association shall certify to the Board, in writing, the current rate of membership dues by October 1. Special assessments shall be deducted within 30 days after written notification to the Board.

J. Deduction referred to in Section B above shall be made in twenty (20) equal installments.

K. No later than September 30 of each year, the Board shall provide the Education Association with a list of those employees who have voluntarily authorized the Board to make deductions for membership dues or service fees established in accordance with applicable laws and regulations.

L. If a teacher is hired to replace a teacher during the year, that teacher will receive a contract after teaching thirty days, at which time they will pay dues or a service fee established in accordance with applicable laws and regulations to the Association. This contract will state that his or her employment will terminate at the end of that year or when the regular teacher returns to his/her duties, whichever occurs first. In the event that the same teacher is rehired at a later date for another contractual assignment, he or she shall not have to serve another thirty (30) day probationary period for substitute pay. That teacher shall pay dues or a service fee established in accordance with applicable laws and regulations to the Association upon employment.

If a teacher is hired at the beginning of the year as a one year replacement, he/she will receive a special contract for that year only and will be placed on the salary schedule at the beginning of the year.

Teachers defined above shall not have rights to recall.

M. The Board must give individual contracts to teachers prior to the end of the first grading period if the Master Agreement has been approved and executed. The contracts shall include proper signatures from the Board and its representatives.

#### ARTICLE 5 - Teaching Hours and Class Load

A. The teacher's normal work day shall be scheduled to begin no earlier than 7:30 a.m. and shall conclude no later than 3:30 p.m. Any change from the existing schedule will involve input from the Association.

B. For middle school and senior high school teachers, the scheduled work day shall encompass no more than seven and one-half (7-1/2) consecutive clock hours.

C. For elementary teachers, the scheduled work day shall encompass no more than seven (7) consecutive clock hours.

D. Teachers shall be at their work stations no later than five(5) minutes before the start of class.

E. The normal weekly teaching load in the senior high school will be twenty-five (25) teaching periods, five (5) unassigned preparation periods and five (5) periods of professional time. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article.

F. The normal weekly teaching load in the elementary schools will include:

1. a minimum of four (4) periods of unassigned preparation time, each preparation period to be a minimum of one-half (1/2) hour duration. The administration shall strive to equalize preparation time on a daily basis by scheduling each preparation period on a different day of the week and shall further strive to equalize preparation time between morning and afternoon (this time shall equal a total of 210 minutes of preparation time).
2. two fifteen (15) minute, duty-free recess periods each day.
3. unassigned professional time from teacher arrival to student arrival as well as the period of time from student dismissal until teacher dismissal.



4. five (5) one-half (1/2) hour duty free lunch periods.

G. Teachers may leave ten (10) minutes after student dismissal on Fridays and days before a holiday. Those teachers who desire to be excused ten (10) minutes after student dismissal on days other than Fridays and before holidays have the option to do so if they perform pre-school or noon hour supervision in twenty (20) minute segments as scheduled by the building principal. Teachers shall be available for student and/or parent contacts. Administrators may call staff meetings during teachers' regularly assigned school day.

H. Teachers of music, art and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers at the same grade level.

I. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth. Any teaching period that exceeds the normal teaching load must be posted as a regular vacancy, and may be applied for by any teacher having an open corresponding period. Individuals may first apply by building, and if no one within the building applies, then anyone meeting the criteria for the position within the school system may apply.

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

K. The total number of students in the kindergarten classes will be determined on the 9th school day of each year. If the number of students reaches one hundred and forty-eight (148), seven (7) sections will be maintained. If the number of students reaches one hundred and seventy (170), eight (8) sections will be maintained.

L. Report cards shall be issued every marking period for a maximum of four (4) marking periods.

M. The Board shall provide substitute teachers if available, when the regular teacher is absent. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call one hour prior to scheduled reporting time to report unavailability for work. Once a teacher has reported that he/she is not able to report to work, or is not able to continue, and the reason therefore, it shall be the responsibility of the administration to arrange for a substitute teacher without further questioning the teacher as to specific reasons for such request.

N. There shall be a seven (7) period day at the middle school with five periods of teaching, one period of preparation and one period of team preparation/professional time. Special teachers such as physical education and arts related teachers may have students during the team preparation period.

O. There shall be a seven period day at the senior high school. The District shall have the option of setting the starting time for high school, depending upon the best judgment of the administration as to how to best coordinate schedules between the high school and the area vocational/technical school. The class day at the high school shall consist of seven (7) periods. The normal teaching load for high school teachers shall be five class periods,

one preparation period and one professional period. Each high school teacher shall receive a 30 minute duty-free lunch period.

P. Special teachers in the elementary school in the areas of physical education, art, music, and library, will take the students from their prior location to the special teacher's first class in the morning and return the students to their assigned location after the special teacher's last class in the afternoon, if the schedule of the special teacher permits.

Q. The professional period shall consist of one class period per day and shall be devoted to various professional pursuits (activities which fall within the professional hour would include those of Department Chair, North Central Evaluation, school improvement, curriculum development, departmental meetings, textbook selection and evaluation and tutoring of students). Such tasks shall be mutually agreed upon by the high school administration and staff member involved, goals and objectives shall be set and a tentative timetable shall be established for the accomplishment of those tasks. The parties agree that the administration shall be entitled to monitor progress not more often than each six weeks of each semester. The administration shall make no evaluation, discipline or reprimand other than at such six week intervals. The professional efforts expended in this regard may occur off school premises and at other than school time. It is agreed that this provision shall be experimental for the life of this contract.

R. Teachers who are required as part of their regular assignment to travel from the elementary school to either the middle school or high school or from either the middle school or high school to the elementary school, shall be paid a stipend of \$250 per semester in addition to any mileage provided for elsewhere in the contract.

S. Any teacher teaching an extra class shall be entitled to 1/7th of that teacher's salary step, whether that teacher is classified as a high school, middle school or elementary teacher. A teacher shall be classified as a middle or high school teacher respectively where that teacher is originally assigned to teach 3 or more class periods a day (any extra class period accepted by a teacher shall not alter the original designation).

#### **ARTICLE 6 - Special Student Program**

A. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Special attention will be given to reducing class size where special students are placed in a regular classroom. Any teacher shall have the right to advise the administration that one of that teacher's students should be tested if that student's educational needs are not being met. If any teacher advises the administration that an IEPT program is not meeting the needs of that student as required by law, and if the administration then determines to convene an IEPT to review that program, the teacher so advising shall be invited to attend the IEPT. To the extent reasonably possible, handicapped students shall be assigned in equitable numbers across general education grade levels. No teacher shall be required to perform medical, hygiene or other noninstructional health care needs of students including, by way of illustration, suctioning, catheterization, diapering or additional medical needs of students.

B. Referral forms for a student suspected of having a physical, emotional, or learning impairment that interferes with that students' progress in the general education setting will be available to all teachers from their building administrator. An Evaluation Review will be conducted by the building

administrator following the referring teacher's documentation of the student's suspected impairment.

C. It will be the responsibility of the administration to arrange for appropriate testing by an approved agency if the Evaluation Review so warrants. An IEPT will be convened following the approved agency's findings in accordance with the laws of the State of Michigan through IDEA. The referring teacher shall be informed and invited to the IEPT.

D. The Board shall assure that the Association is notified and allowed to participate in any planning process involving the ISD in implementing the least restrictive environment concept in the Breitung Township Public Schools. Such participation shall neither expressly nor by implication be deemed to be a waiver of the Association's right to bargain any working condition in accordance with its responsibilities pursuant to the Public Employment Relations Act, as amended.

#### ARTICLE 7 - Teaching Conditions

A. It is recognized by the Board of Education and the Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class size at an acceptable number as directed by the financial condition of the district, the building facilities available, and the best interest of the district as deemed feasible.

B. The Board agrees to direct all administrators not to schedule combination elementary grade classrooms without prior agreement between the Board and the Association.

C. 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 undertakes promptly to consider all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.

D. The Board agrees to make available in each school adequate typing and duplicating equipment, and clerical personnel to aid teachers in the preparation of instructional material.

E. The Board shall provide:

1. A separate desk for each teacher in the district with lockable drawer space.
2. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
3. A dictionary in every classroom shall be provided if requested.
4. Adequate storage space in each classroom for instructional materials.
5. Adequate paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.

F. The Board shall make available in each school lavatory facilities exclusively for employee use.

G. Existing telephone facilities shall be made available to teachers for their necessary personal use. All unapproved long distance calls shall be paid by the caller. The Association may have a telephone installed in each lounge at Association expense. The Board will provide additional phones in or near each pod for staff to use for their professional responsibilities.

H. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being. Teachers shall report any unsafe or hazardous conditions to the building principal immediately.

I. Pursuant to the requirements of Act 54, Public Acts 1972, the Board will pay for one (1) pair of prescription safety glasses and for the repair and replacement of same for all teachers who are required by said Act to wear eye protective devices. The teacher shall pay the cost of eye examinations.

J. The Board will provide envelopes and stamps for all materials that must be sent to students or parents/guardians and for all materials needed to carry on their professional duties. The Board shall provide a key to each teacher for the classroom assigned to the teacher in the Woodland Elementary School. The Board shall provide for the delivery of emergency messages to teachers or mail to teachers whose schedule does not permit them to pick up their mail prior to the beginning of afternoon classes. The Board will provide materials reasonably necessary to carry on professional duties.

#### ARTICLE 8 - Qualifications and Assignments

A. All teachers employed by the Board for a regular teaching assignment shall have at least a Bachelor's degree and proper Michigan certification.

B. Section 1233b of the Revised School Code authorizes the employment of a noncertificated, nonendorsed teacher FOR GRADES 9-12 in the subject areas of COMPUTER SCIENCE, FOREIGN LANGUAGE, MATHEMATICS, BIOLOGY, CHEMISTRY, ENGINEERING, PHYSICS, ROBOTICS, or in another subject area designated by the State Board of Education. However, the district/school must obtain a permit for compliance.

To qualify for a permit under this provision the candidate must:

- Possess an earned bachelor's degree from an accredited postsecondary institution.
- Have a major or a graduate degree in the field of specialization in which he or she will teach.
- Have, in the five-year period immediately preceding the date of hire, not less than two years of occupational experience in the field of specialization in which he or she will teach. Those who will teach in the area of foreign language are exempt from this requirement.

C. No Child Left Behind (NCLB)

1. For the purposes of this Section, reference to "NCLB" shall include the state companion legislation together with all applicable regulations promulgated under either the federal or state statutes.

2. The District and the Association share a common interest in seeing that all members of the teaching staff who must obtain "highly qualified" status under NCLB, do so. In achieving that goal, teachers shall become "highly qualified" based on the "highly qualified" model or models approved by the Michigan Department of Education.
3. Any teacher who nullifies a certificate or endorsement subsequent to receipt of tentative notice of assignment is not eligible for the first vacancy and may not be eligible for reassignment.
4. If the Elementary and Secondary Education Act (ESEA) is amended, the parties shall negotiate the impact of the amendments. If the ESEA is repealed, all provisions here applicable to it shall expire.
5. The District will not assign a teacher to a position for which he/she is not "highly qualified" and fully certified.

D. All teachers shall be given written notice of their schedules for the forthcoming year no later than August 1. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly. A teacher shall have the right to object to his/her assignment and shall have the right upon request to consultation. Changes in teachers' schedules will not be made later than the first day of August preceding the commencement of the school year, unless an emergency requires same.

The Association shall be provided a copy of all staff assignments within two (2) weeks after school has started.

E. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district. In the event no regularly employed teacher of the district applies for a position enumerated above, the Board will have the right to fill said vacancy with a person outside the Association.

F. Mandatory in-service training programs shall be held in Dickinson County during a regular school day. In-service programs scheduled beyond the normal work day or on non-school days shall be voluntary and teachers attending such programs shall be paid at the established rate for substitute teachers. Teachers will receive this stipend for approved non-workday conferences and approved time travel.

G. Part time secondary teachers shall receive one-fifth of their salary step for teaching one class, two-fifths for teaching two classes, three-fifths for teaching three classes, etc. The part time contract will require the individual to remain in the school building for the same fractional part of a preparation period in addition to the class period.

H. All part time teachers shall be assigned extra curricular duties proportional to time taught.

I. Teachers working less than a full assignment shall be paid the appropriate fractional share of that step on the salary schedule, prorated by the amount of time worked and shall advance a full step for each year worked; provided however that all teachers must work the full contractual year to earn

one year of credit for advancement to the next increment on the salary schedule. Approved paid or leave days provided for in this master agreement shall count toward meeting this obligation. Adjustments to placement on the salary schedule shall be made at the beginning of the semester following that in which a full year of credit is earned. This procedure shall apply effective July 1, 1992 and no retroactive payment or adjustment shall be made for any past conduct inconsistent with this provision. All placement on the salary schedule as of June 30, 1992 shall serve as the basis for future advancements.

#### **ARTICLE 9 - Vacancies and Transfers**

A. Whenever any vacancy in any teaching, extracurricular, and administrative position in the District shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least nine (9) calendar days. A copy of all posted vacancies shall be sent to the President of the local Association.

B. Vacancies which occur during vacation periods shall be posted in a central office and said notice shall be sent to each teacher and the Association President. Teachers may elect to receive postings made during the summer by notifying the Superintendent before the end of each school year. Teachers may elect not to receive postings (a) for positions not in their area of certification; (b) for positions not in their building; or (c) for all positions.

C. Any qualified teacher meeting North Central standards and the standards of the involved professional organization may apply for such vacancy. In filling such vacancy, the Board agrees to give due consideration to the professional background and attainments of both in service and other applicants, including the length of experience of each. For positions in the bargaining unit, other relevant factors will be agreed upon by the Board and the local Association. An applicant with less service shall not be awarded such position unless his/her qualifications therefore shall be superior to applicants with greater service.

D. All job postings of Breitung Township School positions shall state the minimum qualifications established by the Board and applicants who have applied in writing shall be notified in writing if they have not been selected.

#### **ARTICLE 10 - Promotions**

A. The Board declares its support of a policy of promotion from within its own staff. Should qualified Breitung Township School employees apply for promotions and be denied promotions, the Superintendent will state by letter, if requested by the applicant, the reason for this denial of the advancement.

B. The final authority for promotions rests with the Board.

#### **ARTICLE 11 - Illness or Disability**

A. A teacher will be granted ten (10) days sick leave per year with unlimited accumulation.

B. Teachers hired after the start of the school year will have sick days prorated.

C. A teacher who is unable to teach because of personal illness or

disability shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed each year upon written request by the teacher if the request is made prior to May 1st. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are considered to be temporary disabilities.

D. Any full time teacher who is absent because of injury or disease compensable by the Michigan Worker's Compensation Law shall receive 75% of the difference between the allowance and the base salary for the duration of his/her illness, with no subtraction of sick leave up to one hundred fifty (150) days.

E. A full time teacher absent from work because of mumps, scarlet fever, measles or chicken pox contracted during the school year shall have no diminution of compensation and shall not be charged with sick leave during the days they are quarantined. Quarantine days are as follows: German measles, four (4) days after rash appears; red measles, seven (7) days after rash appears; chicken pox, six (6) days after rash appears; scarlet fever, seven (7) days after rash appears; mumps, nine (9) days after detection.

F. Sick leave may be used for the sickness or death of the spouse, parents, parents of spouse, children, or grand-children to the full extent of the sick leave allowance unused. Sick leave may also be used for necessary travel time and attendance at funerals of others. In the event a teacher has exhausted all sick leave and all personal leave, the Board shall grant up to five (5) days to attend the funeral of spouse, parents, parents of spouse, children, grandchildren, brothers, sisters, or grandparents.

G. In the event of the illness of the teacher's spouse, children, grand-children, or parents, the illness must necessitate the teacher's presence.

H. A sick leave bank shall be established by the district with the following provisions:

- 1) A total of one hundred (100) non-accumulative days shall comprise the sick leave bank. The days in the bank shall never exceed one hundred (100). The bank will be at the one hundred (100) day level only when none have been borrowed or all borrowed days have been paid back.
- 2) A teacher may borrow from the bank provided he/she has a specific need, due to extended illness, for more days than said teacher has accumulated. A bargaining unit member must have at least four (4) years of service in the District to qualify. Under extreme circumstances, a teacher with less than four (4) years of service may make application to the Association for a maximum of ten (10) days from the sick leave bank.
- 3) All sick leave bank days that are borrowed by the affected teacher shall be paid back to the District at the rate of five (5) days per contract year from their normal accumulation.
- 4) The teacher who desires to use the sick leave bank must make formal application through the Association.
- 5) If the teacher terminates employment with the District, all sick leave bank days borrowed must be paid back at the current substitute salary rate per day borrowed.
- 6) It is the responsibility of the local Association to reimburse the District substitute pay in the event that the Board cannot collect the reimbursement from the affected teacher.

- 7) If a teacher is indebted to the school district for unearned sick leave at the time of termination of his/her employment, the District shall have the right to deduct the value of same from the final payment due to said teacher.

I. Bereavement Leave: In the event of the death of a spouse, child, grand-child, parent, brother, sister, grand-parent, mother/father-in-law, brother/sister-in-law, niece, nephew or other relative who resides in the teacher's domicile, a teacher shall be granted up to five days of paid leave for bereavement. A teacher shall be granted three (3) days and may be granted an additional two (2) days for a total of five (5) days of paid leave for bereavement. Use of these days will not be deducted from the teacher's accumulation of either sick leave or personal business days.

J. In the event of suspected periodic abuse of sick leave, the Board may start progressive discipline after one warning by the Superintendent.

#### ARTICLE 12 - Alcoholism and Drug Addiction

A. The Association and the Board jointly recognize that alcoholism and drug addiction are illnesses and shall be treated as such. The Board agrees that any bargaining unit member with alcoholism or drug addiction 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, unless otherwise required by law. The employee must participate in an approved program. This provision need not be utilized more than once per member.

#### ARTICLE 13 - Personal Business

A. At the beginning of every school year, each teacher shall be credited with three (3) days to be used for the teacher's personal business when qualified substitutes are available.

B. A teacher planning to use a personal business day or days shall notify his/her principal at least two (2) days in advance, except in cases of emergency.

C. Personal business days shall not be used to extend time periods when school is not regularly scheduled except in cases of emergency. However, personal business days may be used in conjunction with "deer day", when scheduled, or otherwise for deer hunting.

D. At no time shall sick leave be used in conjunction with personal business days except in cases of illness or emergency.

E. Personal business days shall be used at least one-half day at a time.

F. A teacher may accrue up to five (5) personal business days or may elect to be paid one-half a day's pay for each accumulated personal business day.

G. Prior written approval of the Superintendent, at his/her sole discretion, is necessary to allow utilization of personal business days beyond those usages allowed hereunder.



#### ARTICLE 14 - Sabbatical Leave

A. Teachers who have been employed for seven (7) years may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid his/her full annual salary.

B. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

#### ARTICLE 15 - Notification of Returning from Leave

A teacher on authorized leave shall notify the Board on or before April 1 of his/her intention to either return or not to return to the school district for the ensuing year in those instances as specified in specific Articles of the Master Contract.

#### ARTICLE 16 - Leaves of Absence

A. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; or the Teacher's Corps as a full time participant in such programs. A leave of absence of up to two (2) years may be granted for cultural travel, a work program related to his/her professional responsibilities, or for full time participation in the Peace Corps or Job Corps. In all cases, said teacher shall state his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

B. A military leave of absence shall be granted to any teacher who shall be inducted into any branch of the armed forces of the United States. Leaves shall not exceed a period of two (2) years or one (1) tour of duty unless the teacher is retained in service because of a national emergency or is involuntarily extended. A teacher can only return to his/her job at the beginning of a semester. Upon return from such leaves, a teacher shall be accorded such reemployment rights as are provided under the laws of the State of Michigan and the laws of the United States.

C. A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of serving as President or President Elect of the M.E.A. or N.E.A. Upon return from such leave, such teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period.

D. A leave of absence shall be granted to any teacher, upon application, for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during such period. Leaves shall not exceed a period of two (2) years or one (1) term of office. Leaves shall begin at the beginning of the semester and the teacher shall return to the position at the beginning of a semester. The teacher shall notify the Superintendent at least thirty (30) days prior to the beginning of the semester that he/she wishes to return to his/her position.

E. No teacher shall take leaves in excess of those allowed by the contract except in a case of emergency and then only with the consent of the Superintendent and/or the Board.

F. Leaves of absence with pay not chargeable against the teacher's allowances shall be granted for the following reasons:

1. Absence when a teacher is called for jury service. The teacher shall receive the difference between his/her regular salary and salary received for this service.
2. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever teacher is subpoenaed to attend any proceeding. The teacher shall receive the difference between his/her regular salary and the salary received for this service.
3. Approved visitation at other schools or for attending approved educational conferences or conventions.
4. Time necessary to take the selective service physical examination.

G. Leaves of absence for a maximum of two (2) years, without pay, shall be granted where feasible, upon application, for the following purposes:

1. Study related to the teacher's field.
2. Study to meet eligibility requirements for a license other than that held by the teacher.
3. for the care and custody of the teacher's child or children, natural or adopted.

H. Pursuant to the Family and Medical Leave Act of 1993, a teacher who has been employed full-time at least 12 months is entitled to 12 work weeks of leave during any 12-month period without pay but with group medical insurance coverage maintained for one or more of the following reasons:

1. For the birth of the teacher's child in order to care for the child;
2. For the placement of the child with the teacher for adoption or foster care;
3. To care for the teacher's spouse, child, or parent who has a serious health condition; or
4. Due to a serious health condition that renders the teacher incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

#### ARTICLE 17 - TRADITION OF EDUCATION

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 Bill of Rights, and to instill appreciation of the values of the individual personality. No special limitation shall be placed upon study and investigation of facts and

ideas concerning humanity, human society, the physical and biological world or other branches of learning within approved curriculum guidelines put into place under the terms and conditions of this Agreement.

B. Fairness in procedures will be observed in working toward the implementation of Section A. The parties will also exhibit by appropriate examples the basic objectives of a democratic society.

C. Teachers shall be entitled to full rights of citizenship. No religious or lawful political activity of any teacher, or the lack thereof, shall be grounds for any discipline with respect to the teacher under such circumstances.

D. The parties agree to comply with state law regarding grading and grade changes.

#### **ARTICLE 18 - Tenure Procedures**

##### **I. Responsibilities of Principal Regarding Teacher Tenure:**

A. The building principal shall explain tenure to all new probationary teachers and explain the evaluation system to be used.

B. The building principal shall assign a mentor to the probationary teacher within a reasonable period of time. A tenure teacher may accept such appointment at his/her discretion.

C. The building principal shall schedule at least two probationary teacher-principal conferences per school year and one should be before November 15.

D. The building principal shall hold a conference with the probationary teacher within a reasonable time following observations.

E. The building principal shall evaluate the work of the probationary teacher and make advisory recommendation regarding tenure status to the Superintendent.

F. The building principal shall be available to assist tenure teachers in maintaining the high standards expected of those on tenure.

##### **II. Responsibilities of Mentors and Probationary Teachers:**

A. The role of the mentor is supportive -- not supervisory. He/she stands in the position of a friendly counselor and helpful personal advisor.

B. The mentors shall be tenure teachers, where practical, preferably in the same building or department.

C. The mentor shall generally offer assistance to help the probationary teacher, upon the probationary teacher's request.

D. The building principal shall attempt to replace the mentor if either the probationary teacher or the mentor requests a change.

##### **III. Ad Hoc Committee:**

Upon the request of either a probationary teacher or a tenure teacher having a problem concerning tenure, an ad hoc committee shall be formed by the Association to meet with said teacher.

The committee shall consist of three tenure members from the same building as the requesting teachers. The committee shall be elected by a majority vote of the tenured teachers in the building. The opinions of the committee shall be strictly advisory. At the request of the teacher, the findings of this group may be reported to the Building Principal and/or the Superintendent of Schools. The ad hoc committee shall be dissolved upon completion of each requesting teacher's consideration.

#### IV. Conclusion

It is agreed by the Board and the Association that the policy in this Article is not obligatory on either party and that the Michigan Teacher Tenure Act is paramount and shall prevail. A teacher shall be placed on continuing tenure following a successful probationary period.

#### ARTICLE 19 - Teacher Evaluation

A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall receive an individualized development plan and an annual year-end performance evaluation as provided under the Teacher Tenure Act. Tenured teachers shall be evaluated at least once in every three years.

B. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work who shall be designated by the Board.

C. Each observation shall be made in person for a reasonable length of time and the time will be recorded on the evaluation sheet. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.

D. Video taping of teachers for purposes of teacher evaluation shall not be mandatory without mutual consent.

E. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten (10) days thereafter, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth.

F. No later than April 15th of each probationary year the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished simultaneously to the teacher and signed. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher.

G. Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The teacher shall have the right to attach a rebuttal letter to his/her file.

H. Any documents regarding a teacher will be available consistent with the requirements of the Freedom of Information Act, and any hearing regarding a teacher will be held consistent with the requirements of the Open Meetings Act.

## ARTICLE 20 - Professional Behavior

A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board of Education or its representatives which are not inconsistent with the provisions of this Agreement, providing that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning. Board policy books will be placed in each teacher's lounge and principal's office and will be updated with reasonable frequency.

B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession. Any employment, outside the teaching profession, participated in by the teacher shall be of such a nature as to not interfere in any way with the teacher's effectiveness as a teacher and shall not bring the school district or the teaching profession into public disrepute. (See Code of Ethics in appendix)

C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be reported to the teacher and to the Association with the consent of the teacher. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

D. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules 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.

E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

## ARTICLE 21 - Maintenance of Standards

A. All conditions of employment, as defined by Act 379, PA 1965, as agreed to herein, shall not be changed except by mutual agreement of the parties hereto.

B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

The committee shall consist of three tenure members from the same building as the requesting teachers. The committee shall be elected by a majority vote of the tenured teachers in the building. The opinions of the committee shall be strictly advisory. At the request of the teacher, the findings of this group may be reported to the Building Principal and/or the Superintendent of Schools. The ad hoc committee shall be dissolved upon completion of each requesting teacher's consideration.

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**ARTICLE 22 - Reductions 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 or with 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 recognition of the Association and the continued employment of its members in such consolidated district.

C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of Association Members employed by the Board, the Board will retain, as nearly as possible, those Association Members certified for the position by the State of Michigan with continuing or permanent certificates having the most seniority in the district. Seniority shall be defined as total years of service to the Breitung Township School District in positions that require certification. Every employee who completes one complete year as a full time employee shall be granted a total of six (6) points for the year. An employee who works less than full time shall be granted a pro rata number of points based on the number of hours worked, i.e., a one-half time Association Member shall be granted three (3) points for the year. Seniority points will be determined by the number of full time equivalent days taught divided by Contracted Student Contact Days, multiplied by 6, and rounded to the nearest tenth. An employee on an involuntary leave of absence, such as a disability, maternity, military, etc., shall continue to accrue seniority while on leave of absence. An employee on an approved voluntary leave of absence shall not accrue seniority while on leave but shall retain the seniority earned prior to such leave. The Association and the Board will further use their best efforts to assist all Association Members terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with an Association Member.

D. A seniority list shall be posted by October 1 of each school year and contain the number of seniority points and degree plus hours held. The list shall be posted for a 30 day period. If any errors are found in the list they shall be corrected within the 30 day period. After the 30 day posting period, the seniority list shall be final and not subject to any change or protest. Supervisors who previously paid dues to the MEA-BTEA will have accumulated seniority points for those years and be included on the seniority list.

E. Qualified Association members shall be recalled in the opposite order of the layoff. Those Association members qualified for the position available having the most seniority in the Breitung Township School District will be the first to be recalled.

F. The Board shall give written notice to recall from layoff by sending a registered or certified letter to said Association member at his/her last known address. It shall be the responsibility of the Association member to notify the Board of any change of address. The Association member's address as it appears in the Board's records shall be conclusive when used in connection with layoffs, recalls, or any other notice to the Association member.

G. Laid off Association members will have a right of recall for a period not to exceed three years following the effective date of layoff. If the Association member fails to acknowledge his/her availability for re-employment within five (5) calendar days after date of receipt of the letter of recall or fifteen (15) days after mailing of recall notice, unless an extension is granted



in writing by the Board, or refuses such offer of re-employment, said Association member shall be considered a voluntary quit, shall lose all seniority, and shall completely terminate his/her individual employment contract and any other relationship with the Board. Provided, however, that an Association member under contract with another school district may refuse a recall during the school year.

#### **ARTICLE 23 - Continuity of Operations**

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this agreement and they shall not, directly or indirectly, engage in or assist in any strike in the Breitung Township District as defined by Section 1 of the Public Employment Relations Act.

B. No teacher or any other member of the bargaining unit will take part in any strike or work stoppage of any kind or nature for the duration of this agreement. Strike and work stoppages shall be deemed to include, but are not limited to, slow-downs, stoppages of any kind, sit-ins, and "blue-flue". There shall be no picketing or demonstrating during the school day.

C. The Board and Association agree that neither will, during the period of this agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

D. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God and nothing shall require teachers to report for work in such circumstances.

E. In the event that days when school is closed due to unforeseen conditions may not lawfully be counted to arrive at the annual instructional minimum required by law to qualify for maximum State Aid, the teachers shall make up any such days without extra compensation. Such days shall be rescheduled at the end of the school year as determined by the Board, after input from the Association.

#### **ARTICLE 24 - School Calendar**

A. For the 2005-2006 school year, the school calendar shall be as already agreed upon. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association. 2006-2007 calendar to be set not later than Thursday, December 8, 2005 (same student days, parent teacher conference, and professional development days as 2005-2006 calendar).

B. New teachers shall report for a one day orientation session to be held prior to the beginning of classes at the beginning of the school year.

C. No teacher will be required to remain after completion of the school calendar.

D. For subsequent school years, the Association and Board shall meet and jointly set the calendar to be in compliance with state requirements.

## ARTICLE 25 - Professional Compensation

A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. All teachers, whether or not newly employed, may be given up to eight (8) years credit on the Salary Schedule for prior teaching experience.

C. A maximum of five (5) years of active service in the armed forces shall be considered equivalent to five (5) years of teaching in the Breitung Township Schools for salary purposes. In no instance shall the combined credit for teaching outside the Breitung Township Schools and service in the armed forces exceed eight (8) years.

D. Academic credit received by the teacher for the purpose of changing classification on the salary schedule must be toward a higher degree or credit in the field in which he is teaching or related areas. Prior approval for courses may be obtained from the Superintendent before enrolling in a class.

1. Evidence of credits shall be given to the principal of the school. The principal and Superintendent shall evaluate the credits and recommend to the Board those approved changes in the schedule.
2. If credits are disapproved, they shall be given to a committee composed of two (2) teachers, one (1) administrator, and two (2) Board members who shall judge credits and recommend to the Superintendent changes of classification for salary purposes. The Superintendent will then recommend to the Board of Education these changes.
3. Credits for change of classification submitted by a elementary school teacher shall be judged by a committee of two (2) elementary school teachers, one elementary school principal or supervisor and two (2) Board members.
4. Credits for a change of classification submitted by a high school teacher shall be judged by two (2) high school teachers, one high school principal or supervisor and two (2) Board members.
5. Credits for a change of classification submitted by a middle school teacher shall be judged by two (2) middle school teachers, one middle school principal or supervisor and two (2) Board members.
6. Teachers serving on this committee will be selected by the teachers of each group during the last month of school each school year and continue to serve until a successor is selected.

E. Any teacher who expects to move horizontally on the salary schedule must notify the Superintendent of Schools in writing prior to July 1 of the year in which he/she is to make the horizontal move. Credits must be evaluated and approved prior to payment. If notification is not made prior to July 1, the teacher will not be entitled to make such a horizontal move during the first semester of that school year. If notification is not made prior to November 1, the teacher will not be entitled to make a horizontal move during the second semester of that school year. Credits taken for advancement on the salary schedule beyond the Master's Degree must be taken during the academic year proceeding the awarding of the Master's Degree or after. (This Master's Degree language will take effect on November 2, 2002.)

F. Any teacher who wants to have his/her credits evaluated for the

purpose of advancement on the salary schedule must notify the Superintendent in writing at least fifteen (15) days before the beginning of each semester.

G. Teachers will be paid in a manner to conform to one of three options:

Option I: One twenty-sixth of the annual salary, less deductions. The final payment will be on the pay date following the end of the school year. Included with this last payment will be the total of withheld salary.

Option II: One twentieth of the annual salary, less deductions.

Option III: One twenty-sixth of the annual salary, less deductions. Summer checks will be mailed every two weeks.

Pay dates will be every other Thursday.

Teachers may elect any of the three options. A change may be made from Option I to Option III, or from Option III to Option I, provided that the change is made prior to June 1.

H. The Salary Schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement.

I. Teachers involved in extra duty assignments set forth in Schedules B, 1 and 2, which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation.

J. All coaching assignments below the level of Head Coach will be reviewed annually by a committee made up of the High School Principal, Athletic Director, and the Head Coach of the involved sport. Transfers may be recommended within the coaching ranks of all sports to best utilize the talent of the coaching staff. The Board shall post any coaching positions annually which are filled by non-teaching personnel. However, the Board is not required to hire a teacher for these positions. All other vacancies will be filled by proper posting procedures with the application being subject to the recommendation of the said committee and in compliance with the express terms and conditions of this Agreement. However, in such regard, Article 8, F., of this Agreement shall not be applicable. The recommendation of the Head Coach, Athletic Director, and Principal shall be forwarded to the Board for final approval.

K. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance equal to the approved Internal Revenue Service Rate. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide property damage and liability insurance protection for teachers when their personal automobiles are used as provided in this section.

L. Any teacher teaching an extra class period shall be compensated at the rate of 1/7th of their salary step for the extra class. The salary shall be divided equally over the pay periods selected by the teacher at the option of the teacher.

M. Certified vocational and learning disability teachers shall be reimbursed \$40.00 per annual class hour when teaching State approved vocational and learning disability courses.

N. In the event of a teacher being called to active military duty other

than training during the school year, the district will pay the difference between military pay and professional salary for a maximum of twenty (20) school days.

O. The Board agrees to make deductions each pay period and remit funds for tax deferred annuities each pay period beginning in September. There will be open enrollment until November 1. A teacher may drop the program at any time and/or change the dollar amount once during the school year.

P. If a teacher substitutes during his or her free time or preparation time, at the request of the Principal, he or she will be paid according to Schedule B-2.

Q. The social worker shall be paid at 100% of the Schedule B Salary Schedule.

R. The extended year school nurse shall be paid at 65% of the BA-0 lane of the Schedule B Salary Schedule. The work schedule consists of 7 hours per day for scheduled student days, plus an additional seven (7) days.

S. The school year nurse shall be paid at 96.3% of the extended year nurse schedule. The work schedule consists of 7 hours per day for scheduled student days.

T. Study Hall at Kingsford High School to be staffed by certified personnel with the salary to be at B.A. 0 lane with longevity steps in place but not horizontal lanes. The assignment would be seven (7) periods and lunch but no preps or professional hour. This assignment will accrue seniority at a rate of 6 seniority points per school year.

#### **ARTICLE 26 - Special Teaching Assignments**

A. Assignments for the Driver Education and Summer School Programs will be made by the Board on the basis of preference to teachers possessing permanent teaching certificates regularly employed in the District during the normal school year. No teacher shall be required to work a split shift or to teach less than three (3) hours in any summer school program. The Board or its representatives will discuss payment for summer teaching assignments with the U.P.E.A. prior to the initiation of such programs.

B. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher per year except in areas of shortages and agreed to by the Board of Education or its representatives and the U.P.E.A. bargaining unit. A teacher supervising a student teacher shall be paid an amount equal to the amount paid to the Board by the university or college from which the student teacher will receive credit. No teacher shall supervise more than two (2) student teachers per year.

#### **ARTICLE 27 - Retirement Alternatives**

A. In recognition of service to the School District, each teacher will be paid upon retirement fifty dollars (\$50) per year for each year's service to the Breitung Township School District. A teacher must have at least ten (10) years of service in order to qualify. This payment will be made upon showing proof that the retiree is receiving retirement benefits under the Michigan School Employees Retirement System and pursuant to Article 27(E).

B. A qualifying teacher must make application for this plan by March 1 of the year of retirement.

1. There shall be no minimum age requirement for this plan.
2. A qualifying teacher must have a minimum of 10 years of service with Breitung Township Schools.
3. This retirement incentive is available upon a person retiring at the end of the first school year in which:
  - a. He/she has reached the age of 55 and has acquired thirty (30) years for retirement in the Michigan Public School Employees Retirement System;
  - b. He/she is over the age of 55 but less than 60 and has acquired thirty (30) years for retirement in the Michigan Public School Employees Retirement System.
  - c. He/she has reached the age of 60 and has acquired at least ten (10) years with the Board of Education of the Breitung Township Schools.
  - d. Teachers who qualify to retire through the State of Michigan Member Investment Plan and who qualify for purchase of Michigan Public School Employees Retirement System (MPSERS) credit are eligible to participate and receive early retirement incentive. It is further understood that the forfeiture of the retirement incentive shall not apply to staff members who choose to retire before the age of 55 under the MIP program and before 30 years under the MPSERS buy-in program.

Should the teacher not take this retirement incentive the year they are eligible, that teacher will forfeit the payment for that year. The incentive will decrease each year by \$5,000 if the teacher doesn't retire after becoming eligible.

4. Upon retirement, a qualifying teacher will forfeit any and all recall rights. A retiring teacher shall sign a waiver of all other claims in a form satisfactory to the Board.

5. The amount of the early retirement incentive will be \$25,000 total with payments of \$5,000 annually. Payments will be made pursuant to Article 27(E).

6. In the event of the retiree's death, the remaining benefits will be paid, according to the above schedule, to the retiree's surviving designated beneficiary as listed on the Michigan Public School Employee's Retirement form.

C. Upon retirement, a teacher may select either benefit provided in "A" above or in "B" above, but may not select both.

D. Upon retirement from the District, a teacher shall be paid for each unused sick day according to the following schedule and pursuant to Article 27(E):

100 or less days - \$15/day  
Days exceeding 100 - \$25/day

**Effective July 1, 2006:**

100 or less day - \$20/day  
Days exceeding 100 - \$30/day

E. Breitung Township Schools has adopted the Bencor Special Pay Plan. One time payments into the plan for terminal leave (27A) and unused sick leave (27D) shall be paid no later than July 31 following the date of retirement. Annual lump sum payments into the plan for early retirement incentives (27B5) and any voluntary retirement incentive plans shall be paid no later than September 30 of each year following the date of retirement. Participants who will be 55 or older in the calendar year of retirement can withdraw funds from their accounts without IRS penalty.

Eligible participants under the age of 55 in the calendar year of retirement may elect to withdraw their severance payments from the Bencor National Plan but will be subject to a ten (10%) percent early withdrawal penalty by the IRS. Accordingly, the District will "make whole" any such participant who elects to make a withdrawal from the Bencor Plan within 45 days after the severance payment is made to the Bencor Plan. This will normally require reimbursement of an amount equal to 2.35% of the early withdrawal (10% penalty less 7.65% savings on social security taxes). The District will make whole only one withdrawal during the 45 day period. If more than one withdrawal is made, the first withdrawal will be the make whole withdrawal.

**ARTICLE 28 - Student Discipline and Teacher Protection**

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 of 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. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil. Teachers shall be responsible for creating and maintaining conditions conducive to learning and discipline in their classrooms. The parties, however, acknowledge that not all students will be able to meet desirable curriculum and behavioral goals because of various factors beyond the control of the parties. At the beginning of each school year, the Board shall publish rules of conduct. Changes shall be published, and teachers shall establish classroom rules.

B. Teachers may use such force as is lawful and necessary to protect themselves from attack, or to prevent injury to any other person, or to remove or restrain a student who refuses to cease disruptive conduct after being asked, in order to maintain appropriate control of a classroom or other school setting, in accordance with the State statutes. Teachers may use reasonable physical force set forth above, but shall not be obligated to risk personal safety to perform such function.

C. A teacher may exclude a pupil from class for one session 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. The student shall be sent to the principal's office. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident.

D. Suspension of students from school for a longer period of time may be imposed only by a principal or his/her designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted.

E. Any case of alleged assault by a teacher upon a student shall be promptly reported to the Board or its designated representatives. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such alleged assault and will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

F. If the Board is convinced after investigation that the teacher was legally justified in his/her actions, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

H. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher resulting from disciplining a student while on duty in the school or on the school premises.

I. No action, except investigatory action, shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is first reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified provided the teacher consents to such notification.

J. When a student demonstrates non-typical personal behavior characteristics that are either disruptive of the educational climate of the classroom or that impede the student's personal learning, the following procedure may be utilized:

1. The teacher notifies the principal's office of the non-typical behavior characteristics.
2. The teacher dismisses the student from the classroom pending referral.
3. The Board accepts the responsibility to provide legal services for the teacher or counselor involved in such referrals.

#### **ARTICLE 29 - Professional Grievance Procedure**

A. A claim by a teacher or the Association that there has been a violation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. The Association may process a grievance on behalf of an employee or group of employees without his/her/their consent beyond Level III. Any rule, order, or regulation of the Board may be processed as a grievance as it affects the members of the bargaining unit as hereinafter provided.

B. Level I - Any teacher who believes he/she has a grievance shall present such grievance on an informal basis to the building principal within twenty-six (26) calendar days after the grievant becomes aware of the alleged grievance. If the grievance is not resolved within nineteen (19) calendar days after the events giving rise to the grievance occurred, or after the grievant reasonably should have been aware of the alleged grievance, the grievance shall be reduced to writing and submitted to the principal within two (2) days.

C. Level II - The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C., 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 form 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.

Within five (5) calendar days of receipt of the grievance, the principal shall meet with the grievant and the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the grievant. The administration shall have the option of using supportive personnel in any stage of the grievance procedure.

D. Level III - If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days of such meeting (or eight (8) calendar days from the date of filing at Level II, whichever shall be later) the grievance shall be transmitted to the Superintendent. Any grievance transmitted to the Superintendent shall specifically refer to the section or sections and provisions of the Agreement which have allegedly been violated. Within seven (7) calendar days, the Superintendent or his/her designee shall meet with the grievant on the grievance and shall indicate his/her disposition of the grievance in writing within seven (7) calendar days of such meeting, and shall furnish a copy thereof to the grievant.

E. Level IV - If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within seven (7) calendar days of such meeting (or twelve (12) calendar days from the filing at Level III, 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, no later than its next regular meeting or two calendar weeks, whichever shall be later, 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 nine (9) calendar days thereafter. A copy of such disposition shall be furnished to the Association.

F. Level V - If the grievant is not satisfied with the disposition of the grievance by the Board of Education, appeal may be taken to an impartial arbitrator provided the grievance involves a question concerning interpretation or application of a term of this Agreement. Such appeal to be effective must be taken within nineteen (19) calendar days of receipt of the answer from Level IV of the grievance procedure, shall be in writing and shall specify the grievance and the disposition from which appeal is taken.

The arbitrator shall be agreed upon by the Board and the Association, or if no agreement is reached within seven (7) calendar days of notice of appeal to arbitration, the parties agree to utilize the services of the American Arbitration Association as arbitrators.

The arbitrator in making his/her decision shall not change, alter, or modify, nor shall he/she add to or subtract from any term or provision of this Agreement and shall be limited deciding whether the Board has violated the expressed Articles or sections of this contract. The arbitrator may reinstate and/or make the grievant whole. The parties agree that an arbitrator's decision, if made in accordance herewith, shall be final and binding upon them.

In addition to the other restrictions in this Article, the arbitrator shall have no power to rule on the following:



1. The termination of services of or failure to re-employ any probationary teacher.
2. The placement of a non-tenured teacher on third year probation.
3. The termination of services or failure to re-employ any teacher to a position on the extra curricular schedule.
4. Any claim or complaint subject to the procedures specified in the Tenure Act (Act IV, Public Acts, extra session, of 1937 of Michigan, as amended).

G. The fees and expenses of the arbitrator shall be paid by the party losing the arbitrator's decision.

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

- I. Miscellaneous:
  1. A grievance may be withdrawn at any level without prejudice or record.

#### ARTICLE 30 - Insurance Protection

A. For all purposes of Article 30 of this agreement relating to insurance protection teachers hired on or before August 31, 1992 shall be considered "existing teachers" and any teacher hired on or after September 1, 1992 shall be considered a "new teacher".

1. The Board shall make available to all teachers the MESSA PAK PLAN A & PLAN B providing family health care coverage plan including basic hospital and major medical insurance protection provided by MESSA. A copy of the coverages is attached hereto as Schedule B-3.
2. Existing teachers currently receiving options under terms of the 1992-1994 Collective Bargaining Agreement shall retain those same options, provided however, that the dollars contributed by the District to such option purchases shall be limited to the actual dollar amount which the District would have had to pay to provide to any particular teacher in the 1992-93 school year the same options and coverage amounts actually utilized by that teacher during the 1991-92 school year. For these purposes, the Business Manager of the District shall provide an option listing setting forth the actual options each teacher took in the 1991-92 school year and their 1992-93 cost and those dollar amounts shall become the amounts available to that particular teacher in the future to purchase option coverage. If at anytime a teacher currently receiving options elects to change that teacher's status from MESSA PAK Plan B to Plan A, the letter of agreement dated October 25, 1994 shall prevail. New teachers shall not be entitled to any option coverage. Teachers electing to move from MESSA PAK Plan B to MESSA PAK Plan A shall then forfeit all further right to option coverage.
3. New teachers shall be entitled to receive only that insurance coverage based upon their actual marital and family status and further shall only be entitled to change such status at the beginning of each semester, that is on September 1st and February

1st of each year, with the exception of the situation of the birth or adoption of a child/children, a bargaining unit member's marriage, divorce or the death of a spouse or dependent child. Subject to Paragraph E, the District shall be responsible to contribute no more than the actual premium incurred for health, dental or vision insurance premium applicable to the appropriate marital/family status of any teacher; provided however existing teachers may purchase options from "excess premium" subject to the limitations set forth in Paragraph 2.

B. Upon proper application, the Board shall make payment of insurance premiums for each teacher to assure insurance coverage for the full twelve month period commencing on the first day of school and ending August 31; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. The Board will continue health insurance benefits for three (3) additional months beyond normal coverages for teachers on illness or disability leave whose sick leave and personal business days have been exhausted, for teachers who have taught for eight or more years in the Breitung Township School District.

C. Any insurance benefits provided for herein shall be subject to the terms and conditions specified in the School District's MESSA Group Insurance Policies, and any claim by any employee shall not be the basis of a grievance or subject to arbitration. The Board, by payment of any premium payments required to provide coverage as agreed upon, shall be relieved from all liability with respect to any insurance benefits provided in this agreement. The failure of an insurance company to provide any of the benefits which it has contracted for, for any reason, shall not result in any liability to the Board, nor shall such failure be considered a breach by the Board of any obligations or duties under this agreement.

D. If a bargaining unit member dies during the term of this Agreement, the Board shall continue payments of applicable contributions for MESSA health care coverage, as specified above (but excluding matters such as dental coverage, vision coverage, etc.) for the member's eligible dependents as defined by MESSA for a period of three (3) months, to begin on the first month following the date of death.

E. The Board shall contribute 85% of the actual premium cost of MESSA PAK Plan A. Employees who elect MESSA PAK Plan A shall contribute 15% of the actual premium cost. Employee's share of the premium will be paid through payroll deductions. For those employees selecting MESSA PAK Plan B, increases will continue to be shared equally until the ratio equals 85% Board paid and 15% employee paid.

F. Upon proper application, employees not electing health insurance coverage (PAK A) shall receive a \$1,500 cash payment in lieu of insurance, but will still be in PAK B for dental, vision, and life insurance coverage. This amount will increase to \$1,700 effective July 1, 2006.

#### **ARTICLE 31 - Professional Study Committee**

The Upper Peninsula Education Association shall be available to study and review any problem of mutual concern which may arise. Curriculum Study Committees shall be organized in each school. A joint committee made up of representatives of each school shall meet with the Board Curriculum Committee or representatives on a regular basis.

## ARTICLE 32 - Negotiation Procedures

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

B. A reasonable time prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the next school year.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board of Education, 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. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

## ARTICLE 33 - Miscellaneous Provisions

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

B. 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 a written and signed amendment to this Agreement.

C. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all teachers now employed, hereafter employed, or offered teaching contracts by the Board.

G. Within thirty (30) days of the start of school, teachers shall be given a written statement of sick leave days and personal business days accumulated to and for that year.

H. In the event that the board of Education studies and implements a School Improvement Plan, no part of such a plan will be implemented if it violates, contradicts, or is inconsistent with the terms and provisions of this Agreement.

I. In the event that any School Improvement Plan Committee is established for any building, the BTEA building representative shall be a member of the Building School Improvement Committee. In the event that any committee is established for the Woodland School, there shall be two BTEA building representatives. Whenever teachers are asked to serve on such committees, the Administrator convening the committee shall ask for volunteers. In the event that there are more volunteers than designated teacher positions on such committee, then there shall be a secret ballot to determine which teacher shall serve on such committee. Any such election shall be supervised jointly by the Administrator and the building representative.

J. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or law, to attend school, all teachers having contact with the 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 District policies to assure that such afflicted students are not discriminated against by such teachers in their education.

#### ARTICLE 34 - Duration of Agreement

This Agreement will be a two (2) year agreement, continuing in effect until June 30, 2007. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. All activities shall be paid retroactive to July 1, 2005 except Driver's Education and Summer School.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By \_\_\_\_\_  
Its President, B.T.E.A.

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Local Negotiator

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
MEA Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**SCHEDULE B - 2005-2006 SALARY SCHEDULE**

YEARS EXPER.	BA	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+32
0	31,290	32,444	33,003	34,211	34,848	35,254	36,162	36,786
1	32,769	34,028	34,657	36,154	36,876	37,620	38,348	39,091
2	34,320	35,701	36,398	38,214	39,042	39,867	40,690	41,539
3	35,945	37,445	38,222	40,393	41,322	42,250	43,181	44,144
4	38,554	40,250	41,104	43,725	44,779	45,852	46,959	48,052
5	40,385	42,231	43,185	46,221	47,397	48,598	49,840	51,078
6	42,487	44,526	45,486	49,088	50,401	51,781	53,149	54,555
7	44,509	46,735	48,015	51,899	53,357	54,895	56,435	58,017
8	49,715	52,202	53,791	58,216	59,888	61,633	63,403	65,221
15	50,508	52,996	54,580	59,012	60,682	62,426	64,193	66,015
20	50,927	53,411	54,998	59,427	61,101	62,811	64,609	66,432
25	51,344	53,825	55,416	59,843	61,516	63,196	65,030	66,848

**SCHEDULE B - 2006-2007 SALARY SCHEDULE**

YEARS EXPER.	BA	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+32
0	31,603	32,768	33,333	34,553	35,196	35,607	36,524	37,154
1	33,097	34,368	35,004	36,516	37,245	37,996	38,731	39,482
2	34,663	36,058	36,762	38,596	39,432	40,266	41,097	41,954
3	36,304	37,819	38,604	40,797	41,735	42,673	43,613	44,585
4	38,940	40,653	41,515	44,162	45,227	46,311	47,429	48,533
5	40,789	42,653	43,617	46,683	47,871	49,084	50,338	51,589
6	42,912	44,971	45,941	49,579	50,905	52,299	53,680	55,101
7	44,954	47,202	48,495	52,418	53,891	55,444	56,999	58,597
8	50,212	52,724	54,329	58,798	60,487	62,249	64,037	65,873
15	51,013	53,526	55,126	59,602	61,289	63,050	64,835	66,675
20	51,436	53,945	55,548	60,021	61,712	63,439	65,255	67,096
25	51,857	54,363	55,970	60,441	62,131	63,828	65,680	67,516

G. Within thirty (30) days of the start of school, teachers shall be given a written statement of sick leave days and personal business days accumulated to and for that year.

H. In the event that the board of Education studies and implements a School Improvement Plan, no part of such a plan will be implemented if it violates, contradicts, or is inconsistent with the terms and provisions of this Agreement.

I. In the event that any School Improvement Plan Committee is established for any building, the BTEA building representative shall be a member of the Building School Improvement Committee. In the event that any committee is established for the Woodland School, there shall be two BTEA building representatives. Whenever teachers are asked to serve on such committees, the Administrator convening the committee shall ask for volunteers. In the event that there are more volunteers than designated teacher positions on such committee, then there shall be a secret ballot to determine which teacher shall serve on such committee. Any such election shall be supervised jointly by the Administrator and the building representative.

J. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or law, to attend school, all teachers having contact with the 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 District policies to assure that such afflicted students are not discriminated against by such teachers in their education.

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EDUCATION ASSOCIATION

BOARD OF EDUCATION.

By \_\_\_\_\_  
Its President, B.T.E.A.

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Local Negotiator

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
MEA Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**SCHEDULE B - 2005-2006 SALARY SCHEDULE**

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3	35,945	37,445	38,222	40,393	41,322	42,250	43,181	44,144
4	38,554	40,250	41,104	43,725	44,779	45,852	46,959	48,052
5	40,385	42,231	43,185	46,221	47,397	48,598	49,840	51,078
6	42,487	44,526	45,486	49,088	50,401	51,781	53,149	54,555
7	44,509	46,735	48,015	51,899	53,357	54,895	56,435	58,017
8	49,715	52,202	53,791	58,216	59,888	61,633	63,403	65,221
15	50,508	52,996	54,580	59,012	60,682	62,426	64,193	66,015
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25	51,344	53,825	55,416	59,843	61,516	63,196	65,030	66,848

**SCHEDULE B - 2006-2007 SALARY SCHEDULE**

YEARS EXPER.	BA	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+32
0	31,603	32,768	33,333	34,553	35,196	35,607	36,524	37,154
1	33,097	34,368	35,004	36,516	37,245	37,996	38,731	39,482
2	34,663	36,058	36,762	38,596	39,432	40,266	41,097	41,954
3	36,304	37,819	38,604	40,797	41,735	42,673	43,613	44,585
4	38,940	40,653	41,515	44,162	45,227	46,311	47,429	48,533
5	40,789	42,653	43,617	46,683	47,871	49,084	50,338	51,589
6	42,912	44,971	45,941	49,579	50,905	52,299	53,680	55,101
7	44,954	47,202	48,495	52,418	53,891	55,444	56,999	58,597
8	50,212	52,724	54,329	58,798	60,487	62,249	64,037	65,873
15	51,013	53,526	55,126	59,602	61,289	63,050	64,835	66,675
20	51,436	53,945	55,548	60,021	61,712	63,439	65,255	67,096
25	51,857	54,363	55,970	60,441	62,131	63,828	65,680	67,516

**SCHEDULE B-2 - EXTRA-CURRICULAR SALARIES**

The compensation paid for the following activities shall be computed at the indicated percentage of the BA base salary.

<u>ACTIVITY</u>	<u>%</u>
<b><u>HIGH SCHOOL SPORTS</u></b>	
<b>Football</b>	
Varsity Head Coach	20.482
Assistant Coaches	17.462
Junior Varsity Coach	16.512
Assistant Coaches	15.652
Freshman Coach	16.512
Assistant Coaches	15.652
<b>Basketball</b>	
Varsity - Boys	18.379
Junior Varsity - Boys	14.759
Freshman - Boys	14.759
Varsity - Girls	18.379
Junior Varsity - Girls	14.759
Freshman - Girls	14.759
<b>Tennis - Boys</b>	
Assistant Coach - Boys	3.74
- Girls	4.99
Assistant Coach - Girls	3.74
<b>Ski Team (plus season pass)*</b>	
- Boys	4.99
- Girls	4.99
<b>Track</b>	
Coach - Boys	9.75
Assistant Coach - Boys	6.03
Coach - Girls	9.75
Assistant Coach - Girls	6.03
<b>Hockey</b>	
Coach	14.122
Assistant Coach	10.502
<b>Cross Country</b>	
Boys	4.875
Girls	4.875
<b>Wrestling</b>	
Coach	14.122
Assistant	10.502
<b>Volleyball</b>	
Coach	15.00
Assistant	11.50
<b>Soccer</b>	
Coach - Boys	11.50
Coach - Girls	11.50
<b>Swimming**</b>	
Coach	7.061
<b>Bowling</b>	
Coach (boys & girls combined)	7.061

\*Where the ski team coach coaches both the boys' and girls' ski team, that coach shall receive two times the agreed rate but shall only receive one season pass. Where separate individuals coach the boys' and girls' team, each shall receive the stated amount and each shall receive a season pass.



\*\*Where the swimming team coach coaches both the boys' and girls' swim teams, that coach shall receive two times the agreed rate. Where separate individuals coach the boys' and girls' teams, each shall receive the stated amount.

**MIDDLE SCHOOL SPORTS**

**Basketball**

Grade 8 7.082  
Grade 7 7.082

**Track** 3.95

**CHEERLEADER**

**COACH**

**ADVISOR**

Football - Varsity	8.00	4.00	Either/or Not Both
- J. V.	6.00	3.00	Either/or Not Both
- Freshman	6.00	3.00	Either/or Not Both
Boys Basketball - Varsity	8.00	4.00	Either/or Not Both
- J.V.	6.00	3.00	Either/or Not Both
- Freshman	6.00	3.00	Either/or Not Both
Cheerleading Advisor		2.15	

**HIGH SCHOOL CLUBS AND ACTIVITIES**

Activities Fund	9.66
Class Advisors	
Senior	4.21
Junior	4.21
Sophomore	2.40
Freshman	2.40
Annual (or 2 semester class)	9.00
Awards Program	.87
Color Guard	3.00
Computer Systems Operators (2)	7.00 Each
Debate	3.26
Drama Club Per Play	6.00
Flivver Flash (or 2 semester class)	7.00
Forensics (if 12 or more students)	4.22
Future Business Leaders	3.095
Future Teachers	3.095
Health Careers	3.095
Living Skills	3.095
High School Bowl	3.10
Hi-Y	3.095
Key Club	3.095
National Honor Society	3.00
NCA Chairperson	16.2%
Pride	3.095
Rockets for Schools	3.095
SADD	3.095
Student Council	6.00
Television Channel	10.00
Tri-Hi-Y	3.095
Web Site	10.00

**MUSIC**

Jazz Band	7.00
Pep Band	1.30
Special Music Programs	12.00
Summer Band	Regular salary

**MIDDLE SCHOOL CLUBS AND ACTIVITIES**

Annual	2.59
Computer Systems Operator	3.00

Living Skills	3.095
NCA Chairperson	16.2%
Newspaper	2.59
Science Fair Advisor	.87
Special Music Programs	3.45
Student Council	4.21

WOODLAND

Computer Systems Operator	3.00
NCA Chairperson	16.2%
Science Fair Advisor	.87

OTHER

Driver Training	\$16.50/hour
Saturday School	\$22.50/hour
Summer School	\$16.50/hour
Teacher Substituting During Free Time or Prep Time	\$16.50/hour
Teacher Serving as Overnight Counselor At School Camp	Daily Sub Teacher Rate

Scheduled compensation is paid upon completion of the extra-curricular activity, except that:

1. Activities spanning both semesters are paid one-half at the end of the first semester and one-half at the end of the second semester or upon completion of the activity.
2. Football and Girls' Basketball are paid one-third after opening of school and two-thirds at the end of the season.
3. Driver Training is paid bi-weekly, based upon time reports that are submitted.
4. Guidance Counselors
  - High School:
    - Both counselors work one week before school, and one week after school, at regular pay.
  - Middle School:
    - The counselor will work one week before school and one week after school, at regular pay.
5. The Board may implement the position of detention monitor for one hour before and after school in the middle school and senior high schools, and one hour after school in the elementary school. This position will be paid at the rate of \$10.00 per hour. (This procedure shall not displace necessary disciplinary and educational practices by individual teachers.)

\Schedub2

SCHEDULE B-3 INSURANCE SUMMARY  
BREITUNG TOWNSHIP SCHOOLS TEACHERS

MESSA-PAK SUMMARY  
2005-2007

PLAN A - EMPLOYEES ELECTING HEALTH INSURANCE

- |    |                 |                                                                                                     |
|----|-----------------|-----------------------------------------------------------------------------------------------------|
| 1. | Health          | MESSA Choices II with \$5/10 prescription drug co-pay<br>(including \$5,000 Basic Term Life)        |
| 2. | Delta Dental    | 100/80/80/80: \$1,500<br>(\$1,000 Maximum for Class I and II)<br>Plan Year - July 1 through June 30 |
| 3. | Vision          | VSP-3 Plus                                                                                          |
| 4. | Negotiated Life | \$10,000 with AD&D                                                                                  |

PLAN B - EMPLOYEES NOT ELECTING HEALTH INSURANCE

- |    |                                                          |                                                                                                     |
|----|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| 1. | Delta Dental                                             | 100/80/80/80: \$1,500<br>(\$1,000 Maximum for Class I and II)<br>Plan Year - July 1 through June 30 |
| 2. | Vision                                                   | VSP-3 Plus                                                                                          |
| 3. | Negotiated Life                                          | \$10,000 with AD&D                                                                                  |
| 4. | \$1,500 Cash Payment                                     | Employee not electing health coverage                                                               |
| 5. | Effective 7-1-2006 the cash payment increases to \$1,700 |                                                                                                     |

**SCHEDULE C - GRIEVANCE FORM**  
**SCHEDULE C - BTEA GRIEVANCE REPORT (Page 1 of 2)**

Grievance # \_\_\_\_\_ Breitung Township School District

- Distribution of Form:  
 1. Superintendent  
 2. Principal  
 3. Association  
 4. Teacher

Submit to Principal in Duplicate

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
----------	------------	------------------	------------

**STEP I**

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

B. 1. Statement of Grievance (Include section of contract allegedly violated) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Relief Sought \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Association Representative Date

C. Disposition by Principal \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature of Principal Date

D. Position of Grievant and/or Association \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature Date

SCHEDULE C - BTEA GRIEVANCE REPORT (Page 2 of 2)

STEP II

A. Date received by Superintendent or Designee \_\_\_\_\_

B. Disposition by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Date

STEP III

A. Date received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Date

STEP IV

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

Date

(If additional space is needed, please attach additional sheets)

SCHEDULE D - DUES DEDUCTION FORM

\* \* \* \* \*

DEDUCTION AUTHORIZATION FORM

NAME \_\_\_\_\_ SOCIAL SECURITY \_\_\_\_\_

ADDRESS \_\_\_\_\_

Street City STATE ZIP CODE

ME A REGION ME A DISTRICT SCHOOL DISTRICT PHONE

I AM AN NEA LIFE MEMBER YES \_\_\_\_\_ NO \_\_\_\_\_
I AM AN MEA LIFE MEMBER YES \_\_\_\_\_ NO \_\_\_\_\_

(1) I hereby authorize the Breitung Township board of Education to deduct dues for membership in the Breitung Township Education, the Michigan Education, and the National Education Association. It is my understanding that the dues will be annually deducted from my salary unless I revoke this authorization in writing to the school business office before September 1 of any given year.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

(2) I hereby authorize the Breitung Township Board of Education to deduct a service fee established in accordance with applicable laws and regulations. It is my understanding that the fee will be annually deducted from my salary unless I revoke this authorization in writing to the school business office before September 1 of any given year.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

# Code of Ethics of the Education Profession

*(As adopted by the Representative Assembly of the National Education Association, July 1975)*

Article XII of the Constitution of the Michigan Education Association provides that the Code of Ethics adopted by the National Education Association shall be the Code of Ethics for the members of the Michigan Education Association.

## Preamble

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, the devotion to excellence and the nurturing of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this code shall be exclusive, and no such provision shall be enforceable in any form other than one specifically designated by the NEA or its affiliates.

## Principle I. Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning;
2. Shall not unreasonably deny the student access to varying points of view;
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress;
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety;
5. Shall not intentionally expose the student to unnecessary embarrassment or disparagement;
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, or family, social or cultural background, or sexual orientation, unfairly:
  - a. Exclude any student from participation in any program;
  - b. Deny benefits to any student;
  - c. Grant any advantage to any student;

7. Shall not use professional relationships with students for private advantage;
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

## **Principle II. Commitment to the Profession**

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards to promote a climate that encourages the exercise of professional judgement, to achieve conditions which attract persons worthy of the trust to careers in education and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications;
2. Shall not misrepresent his/her professional qualifications;
3. Shall not assist entry into the profession of a person known to be unqualified in respect to character, education or other relevant attribute;
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position;
5. Shall not assist a non-educator in the unauthorized practice of teaching;
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law;
7. Shall not knowingly make false or malicious statements about a colleague;
8. Shall not accept any gratuity, gift or favor that might impair or appear to influence professional decisions or actions.



**BREITUNG TOWNSHIP SCHOOLS  
2005 – 2006 SCHOOL CALENDAR**

MONDAY, AUGUST 29 – STAFF IN-SERVICE

TUESDAY, AUGUST 30 – FIRST FULL DAY FOR STUDENTS

FRIDAY & MONDAY, SEPT. 2 & 5 – LABOR DAY – NO SCHOOL

MONDAY, OCTOBER 3 – P/T CONFERENCES – KHS/KMS (3 HR. EARLY DISMISSAL)

MONDAY, OCTOBER 3 – PROF. DEV. – WOODLAND (3 HR. EARLY DISMISSAL)

FRIDAY, OCTOBER 14 – IN-SERVICE DAY – NO SCHOOL

THURSDAY, NOVEMBER 10 – P/T CONFERENCES – WOODLAND (3 HR. EARLY DISMISSAL)

THURSDAY, NOVEMBER 10 – PD – KHS/KMS (3 HR. EARLY DISMISSAL)

TUESDAY, NOVEMBER 15 – DEER DAY – NO SCHOOL

THURSDAY & FRIDAY, NOVEMBER 24-25 – THANKSGIVING – NO SCHOOL

FRIDAY, DECEMBER 23 – MONDAY, JANUARY 2 – CHRISTMAS BREAK

TUESDAY, JANUARY 3 – SCHOOL RESUMES

FRIDAY, JANUARY 20 – END OF FIRST SEMESTER

MONDAY, FEBRUARY 20 – MIDWINTER BREAK DAY – NO SCHOOL

MONDAY, FEBRUARY 27 – P/T CONFERENCES – ALL BUILDINGS (3-HR. EARLY DISMISSAL)

MONDAY, APRIL 10 THROUGH MONDAY, APRIL 17 – SPRING BREAK

TUESDAY, APRIL 18 – CLASSES RESUME

MONDAY, MAY 29 – MEMORIAL DAY – NO SCHOOL

WEDNESDAY, MAY 31 – LAST DAY FOR STUDENTS – FULL DAY

THURSDAY, JUNE 1 – LAST DAY FOR STAFF

Calendar – 183 Days:

- 176 Student Days
- 2 Parent-Teacher Conference Days
- 5 Professional Development Days

**BREITUNG TOWNSHIP SCHOOLS  
CALENDAR FOR 2006-2007**

THURSDAY, AUGUST 31 – STAFF IN-SERVICE

TUESDAY, SEPTEMBER 5 – FIRST FULL DAY FOR STUDENTS

FRIDAY & MONDAY, SEPT. 1 & 4 – LABOR DAY – NO SCHOOL

MONDAY, OCTOBER 23 – P/T CONFERENCES – KHS/KMS (3 HR. EARLY DISMISSAL)

MONDAY, OCTOBER 23 – PROF. DEV. – WOODLAND (3 HR. EARLY DISMISSAL)

WEDNESDAY, NOVEMBER 15 – DEER DAY – NO SCHOOL

THURSDAY & FRIDAY, NOVEMBER 23-24 – THANKSGIVING – NO SCHOOL

THURSDAY, NOVEMBER 30 – P/T CONFERENCES – WOODLAND (3 HR. EARLY DISMISSAL)

THURSDAY, NOVEMBER 30 – PD – KHS/KMS (3 HR. EARLY DISMISSAL)

SATURDAY, DECEMBER 23 – MONDAY, JANUARY 1 – CHRISTMAS BREAK

TUESDAY, JANUARY 2 – SCHOOL RESUMES

FRIDAY, JANUARY 19 – END OF FIRST SEMESTER

MONDAY, FEBRUARY 19 – MIDWINTER BREAK DAY – NO SCHOOL

MONDAY, FEBRUARY 26 – P/T CONFERENCES – ALL BUILDINGS (3-HR. EARLY DISMISSAL)

FRIDAY, APRIL 6 THROUGH SUNDAY, APRIL 15 – SPRING BREAK

MONDAY, APRIL 16 – CLASSES RESUME

MONDAY, MAY 28 – MEMORIAL DAY – NO SCHOOL

THURSDAY, MAY 31 – LAST DAY FOR STUDENTS – FULL DAY

FRIDAY, JUNE 1 – LAST DAY FOR STAFF

\*Four (4) 2-hour shortened days (2-hour late starts) for Professional Development on selected Wednesdays in the months of September, December, February, and March. Actual dates are to be determined.

\* \* \* \* \*  
 MASTER AGREEMENT  
 BOARD OF EDUCATION - BREITUNG TOWNSHIP SCHOOLS  
 AND  
 UPPER PENINSULA EDUCATION ASSOCIATION  
 AND  
 MICHIGAN EDUCATION ASSOCIATION

\*\*\*\*

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