

MASTER AGREEMENT

BETWEEN THE

BULLOCK CREEK SCHOOL DISTRICT

AND THE

BULLOCK CREEK EDUCATION ASSOCIATION

Duration of the agreement will be from August 24, 2015 – August 23, 2016

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PREAMBLE

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

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

ARTICLE I RECOGNITION

- A. The District recognizes the Association as the exclusive bargaining representative in accordance with Act 379 of the Public Act of 1965 which is an amendment to Act 336 of the Public Act of 1947 of all certified teaching personnel under contract with the District, excluding: Superintendent, Assistant Superintendent, Principal, Assistant Principal, Directors, Supervisors and Consultant-Coordinator as defined by the State of Michigan Labor Mediation Board in agreement for Consent Election, February, 1966.
1. Building trades per memorandum dated 2/19/85.
 2. Psychologist per memorandum dated 6/11/85.
 3. Representation by and membership in the Teachers' bargaining unit do not include teachers/persons whose sole employment by the Bullock Creek School District is in any of the positions identified in Article XVI, Compensation, Section B, Auxiliary Compensation or Temporary/Substitute Teachers.

This paragraph shall not apply if such classes become part of the regular school day program and follow the school calendar.
 4. The District recognizes the Association as the exclusive bargaining representative of all Guidance Counselors and ICT Coordinators employed by the District.
- B. The term "Teacher" hereinafter used in this Agreement shall refer to all employees represented by the "Bargaining Unit" as above defined and reference to male Teachers shall include female Teachers.
- C. Nothing contained herein shall be construed to deny or restrict to any Teacher or the District rights he or it may have under the Michigan General School

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

ARTICLE II BOARD RIGHTS

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

ARTICLE III ASSOCIATION AND TEACHER RIGHTS

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

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

ARTICLE IV TEACHING HOURS

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

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

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

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

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

b. Secondary. Fifteen (15) minutes prior to the official start of the students' day will be used as interactive time between Teacher(s) and students.
 3. The remaining 6 hours and 45 minutes of the day will be assigned to the Teacher in the classroom, preparation time, lunch, travel, hall-passing time, etc., in accordance with the Master Agreement.
- B. All Teachers are to be granted a duty free lunch period of thirty (30) minutes, subject to schedule by the Principal.
 - C. Elementary Teachers will not be required to be in the classroom when special Teachers of music, physical education, art, comprehensive guidance, and library are scheduled and present to take over their classes – the intent of which is to give approximately three hundred (300) minutes preparation time per week to elementary Teachers. The District will hire substitutes for special Teachers of music, physical education, art, comprehensive guidance, and library when the special Teacher is unavailable and when proper notification is given in accordance with the Contract.
 - D. Elementary Preparation time will be 300 minutes. A schedule will be developed by the administration to ensure a regular daily prep time that teachers will be responsible for walking students to and from the Special. There will be four minutes added to lunch as a 20 minute recognition of time taken out of their 40 minute prep period. This will make lunch preparation twenty-four (24) minutes each day. Special Teachers will be given an uninterrupted 40 minutes of instructional time. It is understood that due to various scheduling matters and different start and end times, specials teacher may not have a daily uninterrupted 40 minutes of prep time. (if a specials teacher has a day that a 40 minute block of prep is not available- they will not be responsible for the student contact time on that day.) Special Teachers in elementary music, physical education, art, and librarians shall be entitled to the same released time from classroom instruction as specified in Paragraph C above and Paragraph E below. **It is further understood that as part of their regular assignment, Special Teachers may be assigned playground and lunch supervision if instructional time is not exhausted. In such instances, those duties will be counted as instructional time.**
 - E. Elementary Teachers will be relieved of playground duty and supervision of lunchroom during noon hour. The purpose of this released time is to provide

additional preparation time for each elementary classroom Teacher during each day.

- F. Teachers may be required to participate per calendar month in five hours of meetings, committees, or committee work outside of the regular school day. Participation in any meetings, committees, or committee work outside of the five-hour period shall be voluntary at the Teacher's discretion.
 - 1. Teachers must be notified in writing two work days prior to such meetings.
 - 2. Each spring, Building Administrators will seek input from the Teachers as to the most advantageous day(s) of the week to schedule the next year's regular meetings.
 - 3. Teachers should make these meetings a priority; however, if a conflict requires the Teacher to be unable to attend the meeting, it is his/her responsibility to seek prior approval of absence from the Building Administrator. The Building Administrator will direct the Teacher as to how or when the content of the meeting missed will be acquired, based on an individual's professional needs.

- G. On a voluntary basis with the mutual agreement of a Teacher and his/her Administrator, a class may be offered at an alternative time to the regular school day.
 - 1. The Teacher's normal work week shall remain at 36 hours 40 minutes.
 - 2. The Teacher's normal teaching load per semester shall remain as designated in Article V.
 - 3. The Teacher shall be entitled to all normal lunch and preparation periods.

- H. Professional Development:
 - 1. Teachers will be required to acquire the professional development hours as mandated by the State of Michigan with the assistance of the District.
 - 2. All new Teachers will be required to attend Orientation Day scheduled prior to the beginning of the school year.
 - 3. Attendance at any professional development meeting outside of the defined school year is voluntary for all Teachers. The form in Appendix 9 will be completed and turned in to administration for the

above work request. The staff member may sign to indicate willingness to participate. Teachers attending such meetings which have previously been approved by the Administration will be compensated .085% of the B.A. base salary as an hourly rate.

- I. When a teacher is required to travel during the school day between building assignments, the Superintendent, a Building Administrator from the building assignment, the traveling Teacher and Association President will meet to determine the amount of travel time needed to move from one assignment to another.

ARTICLE V TEACHING LOAD

A. Secondary (grades 6-12) Teaching Hours

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

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

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

3. Any preparation periods scheduled at the end of the day may, at the Teacher's discretion, be shortened on Fridays or days before holidays in order to accommodate Article IV, paragraph A. Any Teacher leaving before the normal departure time must notify the Building Administrator prior to departure.
4. The normal number of preparations per semester, whenever possible, will be three (3) or less and the number of preparations will be distributed as nearly equal as possible within High School departments and among Teachers in the Middle School.

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

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

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

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

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

B. Elementary Teaching Hours

1. The normal teaching load in the elementary school shall consist of a maximum of 25 hours and 15 minutes per week of in-class instruction time with the length of period and frequency of recitation to be determined by the Teacher and Principal.
2. The 25 hours and 15 minutes per week of elementary instruction time does not include supervision of students before and after school, when students are eating lunch, noon recess, or the time when students

receive instruction from special teaching personnel, such as music, physical education, art, comprehensive guidance, and library. The elementary instructional time is time spent by a classroom Teacher providing instruction for his/her class. In no case shall this be interpreted in such a way to exceed the school day for Teachers as defined in Article IV - Paragraph A.

3. Instruction time for special teaching personnel, such as music, physical education, art, comprehensive guidance, and library shall be clearly defined in the beginning of each school year. The input and participation in the process shall include the personnel impacted by such decision, the Elementary Principals, and an Association representative.
4. Diagnostic Reading Lab Conditions
 - a. The thirty minutes of preparation time per week being offered the diagnostic reading lab bargaining unit member participants are additional minutes scheduled for the members beyond the contracted elementary preparation time of 300 minutes per week as defined in Article IV, Section C.
 - b. This additional preparation time will be used for the purpose of collaborating lesson planning with the diagnostic reading lab teachers and is the main criteria used by the Administration for determining this extra needed preparation time for the program's success.
 - c. Unit members participating in the diagnostic reading lab will not be asked to prepare instruction for their classroom during the weekly thirty minute preparation time. During this thirty minute preparation time, a certified bargaining unit member will be instructing the regular classroom to allow for this additional release time from instruction.
 - d. In addition, when the bargaining unit, diagnostic reading lab teacher is absent, an appropriate substitute will be provided and available in the lab during the Teacher's absence. Other Teachers in the building will not be pulled from their regular assignments to cover as substitutes for the diagnostic reading lab teacher.
 - e. The additional thirty minutes preparation time per week will only be given to diagnostic reading lab bargaining unit member participants. If the program were to be discontinued, all elementary members will be given the preparation time of 300 minutes per week as defined in the Master Agreement.

- f. If a diagnostic reading lab program were to be offered in any other building in the Bullock Creek School District, the bargaining unit members participating in the program will be scheduled the same additional thirty minutes per week preparation time as the Floyd Elementary program members are being scheduled.

- C. The overall student to classroom Teacher ratio shall not exceed thirty (30) to one (1). In addition, the total number of students in a single classroom shall not exceed thirty (30) with only one (1) Teacher in said classroom. Exceptions to this shall be the gym classes which will be limited to thirty-eight (38); music classes which shall be limited by mutual agreement of the Principal, Association representative and the instructor, and keyboarding classes which shall be limited to thirty-five (35), and multiple grade regular elementary classrooms shall be limited to twenty-five (25). Young Fives classrooms will be limited to twenty (20). These ratios shall be complied with by each official state count day. Class size for kindergarten will be limited to twenty-five (25) students. The Teacher will be paid a stipend for every student over twenty-five (25) (up to twenty-seven (27) - Article V;D) if there is not a para assigned to the class. If a para is assigned- class size may go up to 30 and no stipend will be paid. Para will be assigned to 29 hours a week.

- D. The distribution of students in classes shall be equitable as possible, with due consideration given to the following: distribution of students in the district; characteristics of the classes or subjects; individual student capacities and welfare; and administrative responsibility and effectiveness. A count day report indicating class sizes within each grade level across the District will be made available to the Association upon request. One of the topics to be discussed is classroom equity in regard to parent requests.

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

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

will be in charge of planning ICT team meetings, planning for team trainings, and planning for staff development through newsletters, updates, discussions and power point presentations.

7. The duties of the full time ICT facilitator will not include evaluating, in any manner, the actions or inactions of a Teacher or other member of the BCEA.
8. Information about the cases of the ICT team will be kept confidential, and if any discussion on the case takes place outside of the team meeting or with the parties not involved in the ICT team process, then the participating Teacher(s) will be present.
9. After-school hour professional development facilitation done by the full-time facilitator will be compensated at a rate of .085% of the base salary pay.
10. ICT team members that are members of the Bullock Creek Education Association will be compensated at the Auxiliary Compensation rate defined in Article XVI. B. 3. Classification VII – 1%.
11. The future positions of the ICT facilitator team members and part-time ICT facilitator/part-time teacher positions job descriptions will be negotiated with the BCEA and the District.
12. The full-time facilitator will be evaluated.
13. Any ICT training expected of any bargaining unit member will be paid at full expense to the District. This would include registration fees, travel expenses, accommodation expenses, meals, and other related expenses incurred as a result of the member participating in the training.
14. The ICT facilitator would not be expected to be involved in the IST process.

J. Mainstreaming of Special Education Students

1. For the purpose of this paragraph, a mainstreamed student shall be defined as any student who has been properly screened by Individual Educational Planning Team (I.E.P.T) procedures, has a resultant individually prescribed educational program and has been integrated into a regular classroom.
2. At the elementary level, a student must be present in the regular education classroom greater than 2.5 hours during the school day to

be considered a mainstreamed student for purposes of figuring class size.

3. Students whose individually prescribed educational programs include only speech education, occupational therapy, and/or physical therapy shall not be considered mainstreamed students for purposes of figuring class size.
4. One mainstreamed student shall be counted as two regular students for the purpose of determining class size. When two mainstreamed students are present in a classroom, they shall be counted as three regular students. If three are scheduled into a regular classroom, they will count as five students. If four are scheduled they shall count as six. For any additional students mainstreamed in the same classroom, the preceding ratios shall be repeated.
5. The number of mainstreamed students in any class by the Fall count day shall not exceed the state case load limits for an L. D. Teacher.
6. The distribution of mainstreamed students in K-5 classes shall be as equitable as possible at each grade level within a building by the Fall count day.
7. If the maximum class size count is exceeded by the fifth day of student attendance, the District will honor a request initiated by the affected Teacher for paraprofessional (aide) assistance. If the maximum class size is exceeded during the school year by the addition of a new student the affected Teacher shall initiate a request within a five day period following the existence of conditions qualifying a Teacher for such assistance. All such requests must be made in writing to the Building Principal. The Principal shall have up to five student days after receiving the Teacher's request to provide the Teacher the required aide time. If a Teacher has been assigned a paraprofessional and the class size is subsequently reduced below the qualification point, the assistance provided will be rescinded.
8. When the class size count exceeds the negotiated limits for an elementary classroom (Grades K-5), the Teacher may initiate a request for one (1) hour of paraprofessional (aide) assistance per day for each student over maximum.
9. In the secondary classroom (Grades 6-12), the Teacher may initiate a request when a class section exceeds the negotiated limit for that class. One hour of paraprofessional (aide) assistance per week will be provided for a Teacher whose class size is one (1) student over

maximum, or two (2) hours per week when it is two students over maximum, etc.

- K. The Bullock Creek Board of Education and the Bullock Creek Education Association agree to the following standards regarding co-taught classes in the District:
1. In a co-taught classroom where one regular education Teacher and one special education Teacher are assigned, the weightedness formula shall be waived.
 2. The total number of students in a co-taught classroom shall not exceed thirty (30) students.
 3. In the event there are unusual circumstances and the co-taught class exceeds the limit of thirty (30) students, a committee will be established to discuss the situation and come to an agreement. The committee will consist of the co-taught Teachers, a representative from the BCEA, and an Administrator.

ARTICLE VI VACANCIES, PROMOTIONS, AND TRANSFERS

- A. Requests by a Teacher for transfer to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade, or position sought and the applicant's academic qualification. Such requests shall be submitted by April 1, of the current school year to assure active consideration by the District for the following year. (See Appendix 5-A.)
- B. A vacancy shall be defined for purposes of this Contract as a position previously held by a Teacher or when a new position is created that is part of the Bargaining Unit as defined by the recognition clause of this Contract.

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

ARTICLE VII LEAVES

- A. At the beginning of each school year, each Teacher shall be credited with twelve (12) days of paid leave, the unused portion of which shall accumulate. The leave days may be taken by a Teacher for the following reasons and subject to the following conditions:

1. Personal Illness or Disability—This “Sick Leave” applies only to absences resulting from illness, disability, or injury of the Teacher. A doctor's certificate or statement may be required after an absence of three (3) consecutive days.
2. Illness in the Immediate Family – Immediate family includes mother, mother-in-law, father, father-in-law, grandparents, grandchild, spouse, child, sister, brother, or any other member of the immediate family unit living in the same household no matter what the degree of relationship. Not more than twenty (20) paid leave days may be used in any school year for family illness (five (5) days for unrelated adults) unless a life-threatening condition exists.
3. Death in the Immediate Family – Limited to five (5) days per death.
4. For the reason set out in a., b., and c., below a combined total of three (3) days can be used in any one (1) school year:
 - a. Death of someone not in the Teacher's immediate family.
 - b. Emergency—Any sudden, generally unexpected occurrence or set of circumstances demanding immediate action.
 - c. Child born to or adopted by an immediate family member. Three (3) days is the total for 4 a., 4 b., and 4 c. The Teacher is not entitled to three (3) days under 4 a., three (3) days under 4 b., and three (3) days under 4 c.
5. The disabling aspects of pregnancy during the school year shall be treated the same as any other illness or disability. If the pregnancy causes the Teacher to exhaust her accumulated paid leave total, the balance of her absence as determined by the attending physician will be granted without pay. All other benefits will be continued as per the Master Agreement.

After the above leave, the Teacher will provide a written notice to the District from the attending physician regarding her ability to resume the duties of her position.
6. Paid leave days may be used for up to a maximum of twenty (20) days for the adoption of a son or daughter.
7. Paid leave days may be used by a father for the birth of a son or daughter for up to a maximum of fifteen (15) days.

- B. A Teacher who has exhausted his/her cumulative paid leave will be considered for a loan up to thirty (30) days of additional paid leave at the rate of five (5) days per year of employment for his/her own personal illness or temporary disability only. The decision of the Board will be final and non-grievable.
- C. Each Teacher will be granted five (5) personal days in each school year. Any unused personal days may be carried over to the next year, allowing an accumulation of six (6) such days. If, at the end of a school year, there remains six (6) personal days, such personal days shall become additional accumulated "Paid Leave" days as defined in Article VII, A.

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

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

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

- D. Each Teacher shall be furnished a written statement at the beginning of each school year setting forth his/her total unused accumulated paid leave.
- E. When time is requested for attendance at instructional conferences, conventions, and visitation, and if attendance is approved by the Superintendent, then the Teacher shall be paid for the excused absence. Ordinarily, visitation shall not be as a part of course credit.
- F. Six (6) days or twelve (12) half-days will be granted to the Association for members to attend conferences providing other members of the staff will cover their classes so no expense will be incurred by the District. If classes are not covered, the Association will pay for a substitute Teacher. Any absences under this Article shall be cleared with the Principal and proper arrangements made with the covering Teachers and reported to the Principal

on the form provided, at least five (5) days in advance. (See Forms in Appendix 3AA and 3BB).

- G. The Board shall carry Worker's Compensation so that a Teacher disabled from an injury or disease due to his/her employment may receive medical attention, and weekly benefits. Such insurance shall cover all benefits required by Michigan's Worker's Compensation Act. If a Teacher uses his/her paid leave while on Worker's Compensation, it shall be deducted on a proportional basis.
- H. In case of paid absences, notification of the expected absence should be given to the Sub System prior to 7:00 a.m. by elementary Teachers and at least one hour prior to the beginning class time by secondary Teachers on the day of the absence. Failure to meet this requirement may result in forfeiture of pay for the day. In the case where SubFinder is not operational, Teachers are directed to contact his/her Building Administrator.
- I. Daily deductions of salary (if any occur) will be figured by using the annual salary rate at the time of the absence divided by 192. The 192 days include the five paid holidays of Labor Day, Thanksgiving, Christmas, New Year's Day and Memorial Day.
- J. A Confirmation of Absence from Service Form as per Appendix 3AA must be filed in duplicate with the Building Principal to cover absences and should be in the Superintendent's office at least five (5) days prior to the payday to be considered. If this form is not filed, pay may be withheld. Upon disposition by the Building Principal, the duplicate shall be returned to the Teacher.
- K. A Teacher shall be allowed to be absent when called for jury duty. The absence for jury duty, school-related subpoena, or subpoenaed as a witness in a criminal trial will not be deductible from any other leave. The Board of Education will supplement his/her jury fee to the extent not to exceed what he/she would have received in net pay had he/she not have been compelled to appear for the court. Teachers excused from court appearances before noon during a school day, must report at school immediately upon being released by the court in order to receive pay under this paragraph.

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

L. Unpaid Leaves of Absence

1. Maternity Leave

- a. Maternity leave without pay may be granted to female Teachers.

- b. A written request for maternity leave shall be submitted to the Board of Education.
 - c. Such a request shall specify a beginning date as well as a termination date of the leave.
 - d. Reinstatement shall be to the Teacher's former position or to a similar position for which she is qualified and certified.
 - e. It is understood that the foregoing shall not supersede provisions for layoff or other provision of law or this Contract.
 - f. In the event of miscarriage or death of the object child of the leave, the leave of absence may be terminated upon request of the Teacher.
 - g. The Teacher may request in writing to the Board an extension of leave taken under this Article. Extension of leave will be at the discretion of the Board.
 - h. Upon reinstatement the Teacher taking leave hereunder will be entitled to accrued experience and paid leave accumulated prior to the start of said leave.
2. Child Care and Child Adoption—A leave of absence for up to one (1) year may be granted to any Teacher for the purpose of child care or child adoption. Such leave whenever possible, should be requested at least ninety (90) days prior to the expected date of leave.
3. Education Leave—A leave of absence for up to one (1) year may be granted to any tenure Teacher, who applies for the purpose of engaging in study at an accredited college or university in a field related to his/her professional teaching responsibilities.
4. Voluntary Leave
- a. A Teacher (or Teachers) with greater seniority than those selected for lay-off may request a one-year unpaid leave of absence, provided such a leave will result in the prevention of a District Teacher being laid off or the immediate re-hiring of a District Teacher already on lay-off. Voluntary leaves shall be granted or not granted, at the sole discretion of the Board. The Board's decisions are final and non-grievable.

- b. Such a request shall be in writing and shall be for the duration of a full school year. Generally it shall be submitted to the Board prior to May 1 of the calendar year in which the leave is to begin. One-year renewals may be requested in writing. Such leaves and renewals will be at the discretion of the Board.
 - c. Any Teacher on voluntary leave shall be given credit for service to the District on the seniority list during the duration of the leave.
 - d. A Teacher returning from voluntary leave shall be reassigned pursuant to Board policy.
 - e. Voluntary leaves may be canceled by mutual consent of the Board and the affected Teacher.
 - f. A Teacher on voluntary leave shall receive full benefits outlined in Article XVII.
5. A Teacher may be granted the following leaves and shall be reassigned pursuant to Board policy.
- a. Types of Leaves
 - 1) A leave for up to one year to participate in a state or federally funded grant.
 - 2) A leave for up to one year to hold public or appointed office.
 - 3) A leave for up to one year to hold office in the Michigan Education Association or the National Education Association.
 - b. Provisions for Leaves
 - 1) When a Teacher is granted a leave of one (1) year or less, his/her position shall be posted as a temporary vacancy. Said Teacher is also eligible to request a transfer to any other vacancy for which he/she is certified and qualified.

- 2) The extension of a leave cancels the “temporary” vacancy classification and the position will be posted as a vacancy. A Teacher returning from such an extension of a leave of absence will not be guaranteed the former position and may be placed in a position for which he/she is certified and qualified.
6. A Teacher may be granted the following leaves and upon return shall be assigned under the provisions of this Article, Section 7C.
 - a. A leave for up to one year to take employment outside of K-12 education.
 - b. A leave for up to one year to serve in any branch of the Armed Services of the United States. The leave of absence shall be automatic; however, the employee shall provide the employer as much notice as possible. Any member who serves for the United States in this capacity will retain all rights granted by law. The employee shall have the right to return to active employment immediately upon return from active duty or at any time thereafter up to the start of the school year immediately following the end of his/her period of active duty. The employee shall return to a position for which he/she is qualified and certified. The returning employee shall have seniority and shall be paid on the salary schedule as if he/she did not leave active employment with the District.
 - c. A leave of absence of up to one year may be granted to any Teacher, upon written application, for the purpose of participating in Board approved exchange teaching programs in other school districts, states, territories, or countries, foreign or military teaching programs; the Peace Corps, or Teachers Corp. as a full time participant in such programs.
7. General Provisions for Leaves
 - a. Unpaid leaves for one (1) year shall be requested in writing. A date for the termination of the leave shall be specified in the request. For leaves of less than a full year, the written request shall specify the date the Teacher will return. A Teacher on an unpaid leave for a full year, wishing to return, must file a written notice with the Superintendent sixty (60) days prior to the return or in the case of a leave terminating at the end of a school year, no later than April 1 of the year the leave is to terminate.

- b. For Teachers returning from unpaid leave, reasonable effort will be made by the Teacher and the Board to make the end of the leave coincide with the start of a school year.
 - c. Teachers returning from an unpaid leave will be reassigned pursuant to Board policy.
 - d. If requested by a Teacher in writing, unpaid leaves may be renewable annually only upon approval of the Board.
 - e. Upon recommendation of the Superintendent, the Board, at its own expense, may require a Teacher to submit to a physical or mental examination by a specialist approved by the Board to determine whether an involuntary sick leave is warranted.
 - f. A Teacher returning from an unpaid leave or an extension shall not receive credit toward any step increase for the time lost due to the leave, but upon return to duty shall get credit for the full semesters completed before leaving. He/she will also be entitled to paid leave accumulated prior to the start of said leave or extension of leave.
 - g. If a Teacher does not comply with the above conditions, the right to such leaves and/or the right to return may be denied by the Board.
- M. A leave of absence for up to one (1) year shall be granted to any Teacher whose personal illness extends beyond the period of accumulated sick leave. This medical leave may be granted upon presentation of a physician's statement that the Teacher is unable to continue in his/her position. It shall be within the right of the Board to have the Teacher examined by a physician, designated and paid for by the Board prior to granting such a leave. Should the first two physicians disagree as to the necessity of the leave, the Teacher shall be examined by a third physician, designated and paid for by the Board, whose decision shall be final in determining the need for the leave. Any leave or leave extension shall be without compensation. However, during this period of up to one (1) year, the Board shall continue to pay the health insurance premium of the employee only. If, at the end of this period of up to one (1) year it is determined by the physician that the Teacher is unable to return to his/her position, the Board may grant an extension of up to one (1) year and, if granted, shall be responsible for paying one half (1/2) of the cost of the employee's health insurance. The employee on the health leave extension must prepay the cost of his/her portion of the health insurance before the premium due date or the Board has no obligation to continue coverage. At the end of the extension of up to one (1) year, the Teacher must either return or resign unless a special extension is recommended by the

Superintendent of Schools and approved by the Board of Education. The Board may request a second opinion by a physician designated and paid for by the Board prior to granting any leave extension of any kind. After an extended personal illness, the Teacher will present a statement from a physician approved by the Board that the Teacher is ready to return from medical leave. The Teacher shall be reassigned pursuant to Board policy.

ARTICLE VIII SENIORITY

A. Seniority shall be defined as:

1. Total years of service to the School District in positions recognized and defined as part of the bargaining unit.
2. All other things, certification, and days employed, being equal, then the date of the initial employment contract with the School District shall prevail. If the date of initial employment is the same, all Teachers so affected will participate in a drawing to determine placement on the seniority list. The Association and Teachers so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected Teachers and Association representatives to be in attendance. The seniority list shall be posted in each building, with copies furnished to the Association at least ten (10) working days prior to November 20 and February 10.

It shall be the responsibility of each Teacher to promptly check the seniority list. If a Teacher or the Association does not believe that a Teacher's seniority, certification, or endorsement is correctly shown on the list, the Superintendent shall be notified, in writing, of the alleged error no later than ten (10) working days after November 20 and February 10, respectively. If no challenges are made within the allowed period, the seniority list shall be deemed to be accurate and the Board shall incur no liability (including back pay) for relying on such list. If the posted list is challenged, the Association will be notified by the Superintendent of said challenges. The parties will meet to produce a corrected accurate list. The corrected list will be posted within five (5) working days after the respective challenge period. When said corrected listing is approved in writing by the Association, then the seniority list shall be deemed to be accurate, and the Board shall incur no liability (including back pay) for relying on such list. Accurate seniority lists shall be frozen until November 20 and February 10, respectively. Updating of endorsement shall be allowed only during the seniority list challenge period. However, for notification purposes only, a Teacher may inform the Superintendent, in

writing, of a change in certification (accompanied by proper documentation) at any time.

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

- B. Seniority shall not accumulate during a Board approved unpaid leave of absence, except Voluntary Leaves (see provision for Voluntary Leave – Article VII(L)(4)); Military Leaves (see Article VII(L)(6.b.); and Family and Medical Leave Act (FMLA) Leaves.

ARTICLE IX NEGOTIATION PROCEDURES

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

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

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

ARTICLE X CONTINUITY OF OPERATIONS

- A. The Association and the Board recognize that strikes and other forms of work stoppages by Teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the School program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate cause, aid, encourage, ratify or condone, nor shall any Teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption or activities in the School system. Failure or refusal on the part of any Teacher to comply with a provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.
- B. The Association and the Board agree that they will not knowingly engage in any unfair labor practice as defined by law or that it will not knowingly misrepresent any negotiation information made public during the course of bargaining.

ARTICLE XI
PROTECTION OF TEACHERS

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

ARTICLE XII
TEACHER RESPONSIBILITY

- A. Teachers shall not leave a class unattended except in an emergency. They shall be responsible for the supervision of students on the school grounds as well as in the school building except when released by other provisions of this Agreement.
- B. Teachers are to be responsible for the supervision of their assigned stations of duty at all times unless otherwise directed by the Principal or his designee. It shall be the Teacher's responsibility to supervise students and not condone student behavior which is contrary to School policy.
- C. A Teacher shall ensure that all sides of a controversial issue are presented equally. It shall be the Teacher's responsibility to determine to the best of his/her ability that the topics and materials used will be appropriate to the

maturity-level and intellectual ability of the students. Teachers shall be responsible for creating and maintaining conditions conducive to learning.

D. School Closings

1. Attendance at schools shall not be required for Teachers on scheduled days when the District declares the schools are closed.
2. There shall be no deviation in the school calendar except by the mutual agreement of the Board and the Association. The parties will add days/hours of student instruction to the calendar, to make up so called "Act of God" days/hours lost beyond the minimum number of hours required by the State. Such days/hours will be scheduled by mutual agreement of the Board and the Association. If there are any non-student Teacher days which fall during the remainder of the calendar, the parties may mutually agree to use any such days as make up days instead of adding days to the end of the calendar. Teachers shall be required to work and shall receive no additional compensation for the days/hours added to the calendar to make-up the "Act of God" days/hours that are required to be rescheduled.
3. In the event that the rescheduling of instructional days at the end of the school year interferes with a Teacher's verified scheduled return to school to upgrade his/her skills, the Teacher may choose to:
 - a. Use his/her personal leave
 - b. Use his/her paid leave
 - c. Use unpaid leave time
4. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, then only paragraph 1. of this section shall apply.

- E. Attendance at the school on workdays provided at the end of the first and second terms of a trimester schedule or at the end of the first semester of a traditional schedule for grading purposes is at the discretion of the teacher. These tasks may also be accomplished from home. On all other work days, teachers are to report to school and may be dismissed prior to the normal work schedule at the District's discretion.

ARTICLE XIII
GRIEVANCE PROCEDURES

- A. A claim by a Teacher or the Association that there has been a violation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

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

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

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

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

- 1. He/she shall have no power to: establish salary structure, add to, subtract from, disregard, alter or modify any terms of this Agreement.

- 2. He/she shall have no power to rule on any matters regarding: termination or failure to re-employ probationary Teachers, and the evaluation appraisal.

- 3. He/she shall have no power to change any practice, policy, or rule of the Board nor limit the authority of the Board, regarding any such matters or action taken by the Board. The Arbitrator shall have power

to rule that a practice, policy or rule of the Board is in violation of the Agreement. Then Article XI, Section D., will take precedence.

4. He/she shall have no power to rule on any claim or complaint for which there is a remedial procedure or recourse established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan as amended).
 5. The decision of the Arbitrator will be binding on both parties.
- C. The fees and expenses of the Arbitrator shall be shared equally by the Association and the Board.
 - D. The time limits provided in the Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
 - E. No reprisals of any kind shall be taken by either party against any party in interest.
 - F. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
 - G. Forms for filing grievances will be as that appearing in Appendix 4 A and 4 B.
 - H. Every effort shall be made to avoid interruption of classroom activities and to avoid the involvement of pupils in all phases of the grievance procedure.
 - I. The District will, upon request, provide the Association with pertinent records which may be required by the Association to process grievances under this Agreement.
 - J. Nothing contained herein will deprive any Teacher of any legal right which he/she presently has, provided that if a Teacher elects to pursue any legal or statutory remedy such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
 - K. The Association on behalf of a group or class of Teachers may initiate the grievance procedure at Step 1.

ARTICLE XIV DEDUCTIONS

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

- A. Those covered by law (as the law directs).
 - B. Insurance (deducted as authorized and paid directly to the respective insurance company).
 - C. Financial Institutions – Direct deposit to a financial institution into a general checking or savings account as authorized and permitted by law.
1. The parties agree that every Teacher suffered or permitted to work will be required each school year to sign an individual contract of employment as provided in Section 380.1231 of the School Code. Every such contract shall contain the following:

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

ARTICLE XV MISCELLANEOUS

- A. The cost of reproducing the final signed Master Agreement will be shared equally by the Bullock Creek School District and the Bullock Creek Education Association.
- B. The District and the Association shall keep a file for the purpose of receiving suggestions, for deletions, additions or revisions of this document. (Suggestions to be exchanged in writing). This will be a continuing process to assist in future negotiations.
- C. Individual Teacher contracts for all Teachers so recommended will be tendered the first work day following the regular May Board of Education meeting and must be signed and returned to the Superintendent within ten (10) working days after being received by the Teacher.

It is specifically agreed by the Bullock Creek Education Association that in the event that the District is required by the State Department of Education to

create a deficit elimination plan, individual contracts will not be binding on the District.

- D. The school calendar shall be coordinated with the other schools in the Intermediate School District as nearly as possible in order to provide better student services.
- E. Teachers will be given at least one day at the end of each semester to work on compiling school records and completing necessary documents.
- F. The District will provide In-service Programs during each semester. The purpose of in-service is to offer relevant and productive opportunities for professional growth for the educational staff of the Bullock Creek Schools. There shall be a committee with representatives from each of the District's school buildings established for the purpose of planning in-service meetings.
- G. The District will provide for Parent-Teacher Conferences during each semester. The purpose of Parent-Teacher Conferences is to provide better communication between parents and Teachers of their student's progress. If the normal workday is altered to accommodate working parents for Parent-Teacher Conferences, then the District shall provide compensatory time.
- H. The Association may submit a proposed school calendar to the Board of Education for the forthcoming year each year prior to January 1. The Board will give this proposal reasonable consideration in developing the best school calendar for the forthcoming year. A typical school calendar will include the following dates:
 - 1. Teachers report for duty
 - 2. Classes commence
 - 3. All legal holidays
 - 4. Periodic recesses (such as Christmas and Thanksgiving)
 - 5. Last day of each semester
 - 6. Classes dismissed for summer vacation
 - 7. Teachers dismissed for summer vacation
 - 8. Newly hired Teachers shall work one additional day for orientation as scheduled in the school calendar
- I. Any Teacher who retires from the Bullock Creek School District with an accumulation of at least one hundred (100) leave days shall receive an amount equal to the number of his/her accumulated paid leave days multiplied by 50% of the 1986-87 daily rate (\$19.00) paid to substitute teachers by the District.

Retirement means when one becomes eligible and participates in the Michigan Public School Retirement Fund, qualifies for pension from same,

and is proceeding to receive such pension immediately following the discontinuation of employment in the Bullock Creek School District.

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

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

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

upon, the District and the Association. All matters or subjects not herein covered have been satisfactorily adjusted or waived by the parties for the life of this Agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement.

- O. Teachers who go into deduct (have used all leave time including sick and personal days) shall have the daily percentage cost of their benefits deducted from their pay. (This will be divided by 192 days.) Every year, each member would receive a calculated daily rate of benefits, to know what amount they would be paying for each day.
- P. If there is a reduction in sub costs for sick and personal days (using the last three year average) all money saved will be divided equally among staff who receive an effective or highly effective rating on their evaluation.
- Q. Any complaint against a Teacher by any parent, student, or other person, which is to be incorporated into the Teacher's evaluation or personnel file, shall be called to the attention of the Teacher promptly. The Teacher shall have the right to attach a response to any such complaint. The Teacher's reply shall be attached to the file copy of the material in question. Any material placed in the file that is not found to be inappropriate or in error shall be expunged from the file.
- R. A Teacher shall receive notification from the school office of the pending visit to a particular class by a parent or guardian of a member of said class. This notification shall be issued to the affected Teacher as soon as the office is aware of the parent's intention to visit.

ARTICLE XVI COMPENSATION

A. General

- 1. This Article, in its entirety, represents compensation to be paid for certified teaching personnel under this Contract.
- 2. Adjustments shall be made on the salary schedule twice annually. The deadlines for submission of documentation, which would include a written request and an official college transcript(s) from the registrar, for salary adjustments shall be:
 - a. September 1st and if approved, the Teacher shall receive the rate increase for 100% of the school calendar, or
 - b. January 15th and if approved, the Teacher shall receive the rate increase for 50% of the school calendar.

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

3. a. To qualify for a higher category on the salary schedule, all advanced study hours must be in an approved program by an accredited college or university that will qualify a Teacher for certification or an endorsement.
- b. Advanced study hours which do not meet these requirements, but which are deemed valuable in the teaching assignment or to the District, may be applied to qualify a Teacher for a higher category on the salary schedule if these hours are approved by the Superintendent prior to the Teacher completing the course of study. If the Superintendent denies the request, then the Teacher may appeal to a committee that consists of the Teacher's immediate supervisor, the Superintendent of Schools, one other District designee, and three designees appointed by the Association prior to the Teacher completing the course of study.
- c. A Tuition Reimbursement Fund is established in the amount of \$10,000 so that members of the B.C.E.A. may be reimbursed, or partially reimbursed, for their advanced study hours in accord with the criteria established in 3.a. and b. To be eligible for reimbursement Teachers will need to be an employee of the school district at the time they take the class and at the time of reimbursement, and will need to submit the following to the Superintendent's Office by October 1st:
 1. Copies of already-paid tuition receipts from the previous October 1st through September 30th time frame.
 2. Copies of corresponding transcripts, report cards or other documentation demonstrating achievement at a minimum of level of 3.0 (B); or satisfactory, if satisfactory/unsatisfactory.
 3. These copies should be attached to the completed Tuition Reimbursement Request Form (see Appendix 7-A).

Reimbursement will be paid once annually in late October or early November. If requests exceed \$10,000 within a given October 1st through September 30th time frame, then a joint

four person committee of the B.C.E.A. (2 members) and the District (2 members) will meet and determine the method for equitable distribution of funds. The B.C.E.A. will chair the committee in even numbered years; the District in odd-numbered years. Unused funds from the previous year will not carryover. Each year the fund will begin anew with a total of \$10,000.

4. A Teacher achieving National Board Certification will be paid a \$200 stipend per year.
5. BA degree is to be interpreted as BA degree and Provisional Certificate in the area of the Teacher assignment. Certified is to mean: Provisional; Permanent or Continuing; Professional Education; Life; State Limited.

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

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

The salary schedule is as follows:

2015-16 Salary Schedule
Percent = 1.0%
(1.0 step increase)

Step	BA	BA+30/MA	MA+15	MA+30	
0.00	35,257	36,951	38,521	40,154	
0.25	35,640	37,349	38,937	40,584	
1.00	36,784	38,544	40,180	41,876	
1.25	37,182	38,960	40,611	42,326	
2.00	38,375	40,206	41,906	43,677	
2.25	38,791	40,638	42,358	44,145	
3.00	40,038	41,936	43,711	45,550	
3.25	40,469	42,389	44,181	46,040	
4.00	41,762	43,745	45,589	47,506	
4.25	42,214	44,217	46,079	48,015	
5.00	43,568	45,628	47,548	49,544	
5.25	44,038	46,119	48,060	50,075	
6.00	45,447	47,591	49,591	51,668	
6.25	45,936	48,103	50,123	52,220	
7.00	47,405	49,637	51,718	53,877	
7.25	47,916	50,171	52,273	54,455	
8.00	49,449	51,773	53,939	56,187	
8.25	49,997	52,328	54,518	56,790	
9.00	51,641	53,996	56,252	58,600	
9.25	52,181	54,577	56,856	59,225	
10.00	53,796	56,319	58,666	61,101	
10.25	54,536	56,923	59,294	61,756	
11.00	56,757	58,736	61,178	63,721	
11.25	N/A	59,365	61,835	64,403	
12.00	N/A	61,254	63,804	66,447	
12.25	N/A	62,056	64,613	67,266	Hourly Rate: .06614% of base
13.00	N/A	64,462	67,041	69,724	23.32

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

Longevity Payment Schedule

Year 14-16	\$ 300
Year 17-19	\$ 600
Year 20	\$ 900
Year 21	\$ 990
Year 22	\$1,080
Year 23	\$1,170
Year 24	\$1,260
Year 25	\$1,350
Year 26	\$1,950
Year 27	\$2,400
Year 28	\$3,600
Year 29	\$3,600
Year 30	\$3,600
Year 31-40	\$1,200

- b. In implementing the above paragraph, the parties do hereby agree that a Teacher who reaches his/her fourteenth (14th) year anniversary date after school starts but prior to the beginning of the second semester, will receive a longevity payment of \$150.00 for that school year. Teachers who reach their fourteenth (14th) year anniversary date in the second semester shall begin receiving longevity pay in the following school year.

B. Auxiliary Compensation

- 1. All paid duties will be assigned by the Board of Education or their delegated Administrator, who shall develop job descriptions for such extra-curricular activities. Such assignments will be made subject to mutual consent except for activities marked with an asterisk (*) below. Those activities marked with an asterisk (*) may be appointed if no volunteers are available. The Administrator in charge shall assign all other non-paid duties. Extra duty assignments under this Article do not come under the provision of Article V pertaining to Teacher load.
- 2. Providing that the Board elects to sponsor such functions or activities and also providing that the persons to whom they are assigned fall within the Bargaining Unit, then the compensation for such extra duties shall be as in the following sections:
- 3. Extra-curricular pay shall be calculated by multiplying the salary at the correct experience step, up to step 8, of the BA salary schedule by the percent specified for a particular extra-curricular position. To earn an experience increment, a person must have served successfully in said position for one year. Teachers currently being paid for a particular

position shall not receive a reduction in pay for said position because of this calculation procedure.

CLASSIFICATION I — 10.5%

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

CLASSIFICATION II — 7.0%

* Director, Extra-Curricular Instrumentalists	(2)
Freshman Coaches	(1)
Head Boys' Cross Country Coach	(1)
Head Girls' Cross Country Coach	(1)
Head Boys' Tennis Coach	(1)
Head Girls' Tennis Coach	(1)
Junior Varsity Baseball Coach	(1)
Junior Varsity Basketball Coach	(1)
Junior Varsity Football Coaches	(2)
Junior Varsity Softball Coach	(1)
Junior Varsity Girls' Volleyball Coach	(1)
Varsity Assistants	(1)
Varsity Golf	(1)
Varsity Cheerleading	(1)
Web Developer	(1)

CLASSIFICATION III — 5.0%

Business Professionals of America	(1)
Forensics	(1)
High School Play—(In the event plays are offered as part of a regular class activity they will not be compensated as an extra-curricular activity.)	(2)
Intramural Coaches/Weightlifting	(1)
Junior Varsity Tennis Coach	(1)

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

CLASSIFICATION IV — 3.0%

5th and 6th Grade Coaches (1.5% for each grade)

* Junior Class Sponsors	(2)
-------------------------	-----

CLASSIFICATION V — 2.5%

* School Paper	
* Yearbook—High School	(1)

CLASSIFICATION VI — 2.0%

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

CLASSIFICATION VII — 1.0%

Student Assistance Team	(7)
Safety Patrol	(1)

High School Math Club	(1)
Middle School Math Club	(1)
ICT Team(s)	(4-6)

**2015-16 Extra-curricular Pay Schedule
Based on a 1% increase for 2015-16
Base is BA lane, steps 0-8**

Step	14.00%	10.50%	9.00%	7.00%	5.00%	3.00%	2.50%	2.00%	1.00%
0.00	4,936	3,702	3,173	2,468	1,763	1,058	881	705	353
1.00	5,150	3,862	3,311	2,575	1,839	1,104	920	736	368
2.00	5,372	4,029	3,454	2,686	1,919	1,151	959	767	384
3.00	5,605	4,204	3,603	2,803	2,002	1,201	1,001	801	400
4.00	5,847	4,385	3,759	2,923	2,088	1,253	1,044	835	418
5.00	6,100	4,575	3,921	3,050	2,178	1,307	1,089	871	436
6.00	6,363	4,772	4,090	3,181	2,272	1,363	1,136	909	454
7.00	6,637	4,978	4,266	3,318	2,370	1,422	1,185	948	474
8.00	6,923	5,192	4,450	3,461	2,472	1,483	1,236	989	494

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

5. For Summer School Teaching including preparation time over and above the regular school year, the following remuneration would apply:

a. The hourly rate for these positions shall be .06614% of the base salary for the year in which the activity is offered.

b. The above schedule shall apply to actual teaching time incorporating the fact that Teachers must do preparation outside of actual teaching time for which they are compensated, in this scale, at the pro-rated amount of one hour per seven hours of teaching time.

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

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

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

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

13 Curriculum Coordinators.

- a. If the Board of Education determines the need for Curriculum Coordinators, a current Teacher shall hold the position. The position shall be voluntary and if no volunteers are available, the Superintendent or his designee and the Association shall meet and resolve the issue.
- b. In the event that the District would require the Curriculum Coordinator to perform duties during the regular school day, a substitute will be provided at no expense to the Teacher.
- c. Compensation for the Curriculum Coordinator positions will be as follows:

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

- d. **Primary responsibilities of Curriculum Coordinators are those spelled out in the following agreement:**

BCSD Curriculum Coordinator Program

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

Primary Responsibilities

1. Work with the Director of Curriculum to ensure that all teachers have the necessary information and resources to implement the Content Expectations, create curriculum documentation such as pacing guides, and syllabi while using sound teaching strategies.
2. Serve as a resource specialist and disseminate current information and materials related to the curriculum to staff in a timely manner.

3. Plan and facilitate 3-6 meetings each school year with staff for professional development and instructional materials selection. Publish meeting agenda and notes as well as a year-end summary to the Director of Curriculum and those on the assigned curriculum team.
4. Participate in planning meetings with the Director of Curriculum and other coordinators quarterly. In coordination with the Director of Curriculum, lead the faculty in the development of common assessment designed to measure student achievement in identified areas. Assist in preparation of parent informational materials in identified area.
5. Attend the District Wide School Improvement Team meetings when requested by the Director of Curriculum. Attends, as requested by building administrators, school improvement planning meetings, and participates in state and regional activities in related content areas as requested.
6. Submit any required reports and documents in a timely manner and take responsibility as determined by the Director of Curriculum.
7. Coordinators will report to the Director of Curriculum each for all seven coordinator positions.

14. Elementary After School Programs

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

15. Middle School and High School After School Programs

- a. The positions would be paid at the Summer School rate of pay as outlined in the Master Agreement in Article XVI. Section B.5 at .06614% of the base salary for the year in which the activity is offered.
- b. If at any time one or all of these positions are offered to students to be taken during the regular school day as defined by the Master Agreement, the pay rate will be determined according to Article XVI. Section A as a regular teaching assignment.
- c. The following duties and responsibilities were outlined for the At-Risk Intervention positions:
 1. Attendance, coordinate/facilitate student homework completion, tutor and otherwise assist students in completion of classroom requirements, coordinate tutorial help from a variety of sources including from NHS, facilitate return of completed assignments to classroom instructors, track students' progress, and coordinate technology needs with the Technology Department. There will be no whole class instruction, lesson planning, grading of homework or correcting of papers required of the teacher in this position, however, individual student instruction will be limited to tutoring as needed by each student.
- d. The following duties and responsibilities were outlined for the Credit Recovery positions.
 1. Attendance, assistance with technology, trouble shooting, communication with the Michigan Virtual High School staff, communication with the Technology Department, and assisting students in navigating websites. There will be no instruction, lesson planning, grading of work or correction activity required of the teacher in this position.
- e. It is further the understanding that the Credit Recovery Program will only be offered at no cost to students who are full-time students enrolled during the regular school day, who have failed a course offered during the regular school day twice, and/or who are in trouble with meeting the graduation requirements.

- C. Each Teacher will receive equal biweekly payments commencing with the first regular pay of the school year. Teachers may exercise the option to have

their pay spread through the school year or throughout the school year and the following summer.

- D. All salary payments shall be distributed biweekly on Thursdays through electronic direct deposit to a financial institution of the Teacher's choice.
- E. There shall be a standing committee developed composed of two (2) members appointed by the Board and two (2) members appointed by the Association. It shall be the task of the committee to review and/or revise extra curricular positions and their classification. For a position to be reviewed by the committee the person(s) requesting such review must develop a job description for the position which includes the responsibilities of the position, the outcomes expected and the amount of outside time anticipated for the successful completion of the position. The committee, after reviewing the position shall make a recommendation to the Board of Education whose decision regarding the position shall be final.
- F. The Bullock Creek School District believes that the New Teacher Induction/Teacher Mentoring process is a cooperative arrangement between peers in which new members of the teaching profession are provided ongoing assistance and support by skilled and experienced teachers. This relationship should be collegial in nature, and all experiences should be directed toward the development and refinement of the knowledge, skills and interactions necessary for effective teaching. This process is expected to be mutually beneficial for all parties involved and to result in improved instructional practice and professional performance.

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

For the mentoring of:

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

In the event that a Tenure Teacher were to be newly hired by the District, the assigned Mentor Teacher will be paid One Hundred Dollars (\$100.00) per year for each year and will be expected to meet for at least 5 hours outside of

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

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

1. Qualified staff members will submit their intentions to become mentors by September 1 of each school year. The list of names will be maintained until the teacher requests removal from said list.
2. Regarding appointments, the following will apply:
 - a. Appointment shall be for three (3) years unless either party requests a change, or their building principal decides it is in the best interests of the parties.
 - b. Mentors will have no involvement in the evaluation process and the relationship will be collaborative and confidential.
 - c. A mentor can have up to two (2) probationary teachers if desired.
3. Mentor Responsibilities:
 - a. The mentor shall keep a log of the time devoted to the mentoring process for confirmation to the Administration (see subsection 8). The log of contacts will indicate the dates of contacts, the type of contact, the topic(s) addressed, the time spent and the initials of the mentor and probationary teacher. The log will be submitted to the building principal throughout the school year as mentoring is conducted and must be submitted by May 15 each year for payment of the mentor stipend. Any time spent together before or after the normal school year shall be at the option of the mentor and probationary teacher. Time commitments may change due to revision of state mandates.
 - b. The mentor will attend in-service programs designed to assist the mentor with responsibilities such as cognitive coaching, peer analysis, instructional effectiveness, and time management.

The mentor will conduct in-service sessions for the assigned probationary teacher(s) as needed. The minimum of mentor/probationary teacher contacts should be 8 per semester with no less than 1 contact per month. The contacts will include the following activities:

Individual conferencing 2-5
Classroom observations (at least 2 per year) 2-3
Group in-service involving the mentor and probationary teacher 1-2

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

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

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

4. If, in the opinion of the Administration, the services of mentor teachers shall be deemed unsatisfactory for any reason, the probationary teacher shall be reassigned to a different mentor. Pay will be prorated based on the number of days of service as a mentor.
5. Either the mentor or the probationary employee may request to terminate the mentor-probationary employee relationship if, in either party's opinion, the relationship is not productive. The request will be given to the Building Administrator. If the request is upheld, a new mentor will be assigned to the probationary employee. Pay will be prorated based on the number of days of service as a mentor

6. Mentor/probationary teacher log:

Log of Mentor Contacts with Probationary Teachers

Mentor's Name: _____

Probationary Teacher: _____

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

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

ARTICLE XVII
INSURANCE

- A. Medical Insurance. At no time shall the District contribute more than the State allotted hard cap (smoothed). 2013-14 Members will be responsible for 5% of the premium, to ensure compliance. If the Member's contribution increases due to rate increase over the hard cap, the District and the BCEA agree to discuss insurance and potentially reopen the Contract to examine insurance. At no time shall the District contribute more than the State allotted hard cap (smoothed). 2015-16 Members will be responsible for a minimum of 5% of the premium or greater as needed to close the hard cap gap.

- B. Dental Insurance. The District will provide dental insurance to each Teacher. The BCEA will pay ten (10%) of the premium cost. The benefits will be the same as that of the dental insurance plan provided by the Bullock Creek District in 2005-06 (MEBS) with an \$800 maximum coverage per year per insured person on each policy. Additionally, an orthodontic rider will be included that will be the same as provided by the Bullock Creek District in 2005-06.

- C. In lieu of health insurance, a Teacher may elect the option of a cash payment through payroll or toward a current annuity program. Additionally, the District will pay the premium for a \$5,000 Term Life AD&D insurance policy provided such a policy can be obtained at the standard rate.

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

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

- D. The Board will provide LTD for each Teacher. The BCEA will pay ten (10%) of the premium cost. The LTD coverage will move to standard market amount of 66.7%. The District will continue to pay 50% of the cost of short term disability insurance (benefits identical to those in 1986- 87) if requested by a Teacher.

- E. The Board will make available and will pay for 50% of the standard premium for \$5,000 Term Life AD&D for each Teacher if requested.

- F. The Board will provide VSP-1 vision insurance for each Teacher. The BCEA will pay ten (10%) of the premium cost.

G. Stipulations:

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

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

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

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

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

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

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

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

ARTICLE XVIII
REVIEW COMMITTEE

A. Organization of the Review Committee

1. Representatives of the District and the Association may meet informally once a month from September through May for the purpose of reviewing the implementation of this Master Agreement and of resolving problems which may arise. It is the intent of this committee to meet once a month by mutual consent of both parties. Additional meetings may be scheduled at mutual request. If both parties agree, in years the contract ends, the May Contract Review session may be suspended in lieu of a meeting to establish formal negotiations ground rules and future meeting dates.
2. No more than four (4) Teacher representatives shall be selected by the Association and no more than four (4) Administrator representatives shall be selected by the Superintendent. The Teacher and Administrator representatives may separately designate a Teacher chairperson and an Administrator chairperson who shall serve concurrently as co-chairperson.
3. The meetings of the Review Committee are not intended to bypass the grievance procedure outlined in ARTICLE XIII of this Agreement.

B. Agreements arrived at by the Review Committee shall be reduced to writing in the form of memoranda of understanding and submitted to the Association and the Board of Education for approval. Upon approval by the Association and the Board of Education, the memorandum shall become part of the Master Agreement for the duration of the Agreement.

ARTICLE XIX
DURATION OF AGREEMENT

The duration of the agreement will be from August 26, 2013 – August 23, 2015. No sooner than seven days following the State of Michigan May Revenue Consensus Meeting, but no later than May 31st of the final year of this Contract, the parties shall initiate negotiations for the purpose of entering into a successor agreement. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period by written mutual agreement of the parties.

Bullock Creek School District

Bullock Creek Education Association

By: Superintendent

By: President

By: Secretary

By: Vice President

Date: _____

Date: _____

APPENDIX 3-AA

[Note: This form has been revised]

Date rec'd by Superintendent

CONFIRMATION OF ABSENCE FROM SERVICE

NAME _____

DATE OF ABSENCE _____

REASON (please check appropriate line):

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

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

Employee Date _____

Superintendent or designee Date _____

APPENDIX 3-BB

Date rec'd by Superintendent _____

NOTICE OF EXPECTED ABSENCE FROM SERVICE

NAME _____

DATE OF ABSENCE _____

REASON (please check appropriate line):

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

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

Employee Date _____

Superintendent or designee Date _____

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

School: _____ Date: _____

Name of Grievant: _____

Building Principal: _____

Name of Association Representative: _____

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

Article or Articles Violated: _____

Date of Informal Discussion: _____

Signature of Grievant

Date _____

APPENDIX 4-B

SUPERINTENDENT LEVEL

Date filed with Superintendent: _____

Date of Meeting: _____

Disposition by Superintendent: _____

Signature of Superintendent Date _____

BOARD LEVEL

Date filed with Board: _____

Date of Meeting: _____

Disposition by Board: _____

Signature of Board President Date _____

ARBITRATION LEVEL

Date Submitted to Arbitrator: _____

Date of Arbitration Hearing: _____

Disposition: As per arbitrator's decision.

APPENDIX 5-A
REQUEST FOR TRANSFER

Date _____

I hereby request the following transfer from: _____

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

to: _____

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

Reason for request of transfer: _____

Degree Held: _____

Teaching Certificate Held: _____

Experience: _____ Grade: _____

Subjects: _____

Signature of Teacher

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

APPENDIX 6-A

_____ Date Received by Superintendent

REQUEST TO DONATE PERSONAL DAYS

I, _____ request permission to receive
Person receiving days

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

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

Dates the receiver will be absent

Signature of Person Making Request

Signature of Person Donating Days

Date of Signing

Date of Signing

Superintendent's Signature for Approval

Date of Signing

APPENDIX 7-A

Date rec'd by Superintendent _____

REQUEST FOR TUITION REIMBURSEMENT

Teacher Name: _____ School: _____

Home Phone Number: _____

Number of Credits Requested for Consideration: _____

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

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

Teacher _____
Date _____

Signature _____

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

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

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

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

APPENDIX 9

Professional Development Outside of the School Year

Title of Activity: _____

Description of Activity:

Date: _____

Time: _____

Deadline to be returned: _____

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

Name of Teacher: _____
(Please print)

Teacher's Signature: _____

Date: _____