

Collective Bargaining Agreement

Between The

Buchanan Community Schools

And The

Buchanan-5C Education

Association/MEA/NEA

2009 - 2011

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AGREEMENT

This Agreement entered into this **14th** day of **December, 2009** by and between the Board of Education of the School District of the Buchanan Community Schools, Buchanan, Michigan, hereinafter called the Board, and the Buchanan-5C Education Association/M.E.A./N.E.A., hereinafter called the Association.

WHEREAS the Board of Education has a statutory obligation pursuant to Act 336 of the Michigan Public Acts of 1947, as amended, to negotiate with the Association with respect to rates of pay, wages, hours of employment, or other conditions of employment for the bargaining unit hereinafter specified; and the parties, through negotiations, have reached an understanding pursuant thereto, now desire to execute this contract covering such agreement.

**BUCHANAN-5C EDUCATION ASSOCIATION
SCHOOLS**

M.E.A./N.E.A.

BUCHANAN COMMUNITY

BOARD OF EDUCATION

President

President

Secretary

Secretary

Date

Date

ARTICLE I

SCOPE OF PERSONNEL COVERED

- A.** The Board recognizes the Association as the sole and exclusive collective bargaining representative for all full-time and regularly employed part-time classroom teachers, whether certified or non-certified, including guidance counselors, librarians, school nurses, excluding therefrom all supervisory, administrative and executive personnel, including, but not limited to, superintendent, assistant superintendents, principals, assistant principals, office and clerical employees, transportation, maintenance and custodial employees, the athletic director, all substitute teachers not permanently employed as hereinafter defined, and all other employees not specifically included as a part of the bargaining unit above-mentioned.

A permanent substitute shall be defined as a substitute who has been employed by the District in the same position, on a full-time basis, for a period of sixty (60) consecutive school days. In accordance with Section 1236 of the Michigan School Code (MCLA 380.1236) while in a substitute capacity, said teacher(s) shall be entitled to the wages and benefits of beginning (new) teachers, shall earn paid sick leave at the rate of one (1) day per month and personal business days at the rate of one (1) day per semester and shall be entitled to unpaid leaves of absence, but shall not be entitled to be recalled once services are terminated (except as required by law). Moreover, said teacher shall not accrue seniority or experience credit for time as a permanent substitute, unless the teacher is hired into a regular teaching position without interruption of service.

- B.** The term "teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the bargaining unit defined in Section A above.
- C.** The Board, to the extent it may lawfully do so, agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II

MANAGEMENT RIGHTS

- A.** The Board, on its own behalf and on behalf of the electors of the school District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
 2. To hire all teachers and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to assign, promote, and transfer all such teachers;
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 5. To determine class schedules and, except as otherwise herein agreed, the hours of instruction and the duties of teachers with respect thereto and the terms and conditions of employment.

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

ARTICLE III

AGENCY SHOP

- A.** The Board agrees that it shall be a condition of employment that all teachers shall within sixty (60) days after the commencement of employment, either:
- 1.** Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association and such authorization shall continue in effect from year to year unless revoked in writing; or
 - 2.** Cause to be paid to the Association a representation fee equivalent to the dues uniformly required of members of the exclusive bargaining representative. In the event the representation of membership fee shall not be paid, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with this condition, shall process said complaint in accordance with the Teacher's Tenure Act, the charging party being the Association, if said teacher is a tenure teacher. Or in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his services shall be discontinued at the end of the then current school year unless prior to employing a replacement teacher, the Board of Education shall receive written notification from the Association and the teacher that said dues have been paid in full and said complaint is withdrawn. It is expressly understood that in the event the Board of Education shall hire a new teacher to replace a probationary teacher under the terms of this article, then and in that event neither Association nor the teacher shall have a right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this contract that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed hereunder. The refusal of said teacher to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for the Board of Education.
 - 3.** The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this Agreement.

ARTICLE IV

DUES DEDUCTION

A. Deduction of Education Association Dues

1. The Board agrees to deduct dues for the salaries of teachers when voluntarily authorized in writing by each teacher desirous of having such dues deducted.
2. Regular dues for the Association shall be deducted in ten (10) equal monthly installments for teachers employed a full school year. Part-year teachers shall have their installments begin in the month following their employment, and continue for the remainder of their work year.
3. Dues authorizations filed with the Superintendent on or before the fifteenth day of September of each year, shall become effective with the first scheduled dues deduction of the coming school year. Dues authorizations filed after the fifteenth day of September shall be deducted from the first two pay periods of the second semester.
4. Dues authorization once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association. Any revocation must be filed between August 1 and September 30 to be effective for the following school year. It is expressly understood that the Superintendent and the Board need only honor one authorization form per year per teacher.
5. The Association shall, on or before the first day of each school year, give written notification to the Superintendent of the amount of its dues which are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification, shall not be subject to change during the entire school year.
6. Dues deductions shall be transmitted by the Superintendent to the Association Treasurer within ten (10) working days after such deductions are made. The Association Treasurer shall be responsible for disbursements of dues paid to it to the treasurers of those organizations.
7. All refunds claimed for dues under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions.

8. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to Article IV and its subparagraphs shall be reviewed with the employee by a representative of the Board and representative of the Association. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution, or revocation of the authorization form.

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A.** The Association shall have the right to use school building space when not otherwise in use during reasonable hours for meetings upon request for the use of such space in accordance with the established regulations of the Board of Education. If special custodial service is required, the Association agrees to reimburse the Board of Education for all costs incurred. Any Association representative may transact official Association business upon school property provided the same shall not interfere with a teacher's professional responsibilities. Association representatives who are not employed by the Board shall report to the building principal's office prior to the transaction of such business.
- B.** The Association shall have the right to use school facilities and equipment, including telephones, typewriters, duplicating machines, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association agrees that the use of school facilities and equipment shall be limited to qualified operators and in accordance with established regulations. The Association shall pay for the cost of all materials and supplies incident to such use.
- C.**

 - (1)** The Association shall have the right to post notices of its activities and matters on Association bulletin boards, at least one of which shall be provided in each staff lounge or designated location in each school building.
 - (2)** The Association may use the school internal mail services and teacher mailboxes for communications to teachers in accordance with established regulation.
- D.** The Board recognizes the right of the Association to make reasonable written requests for certain Board information which will aid the Association in developing intelligent, accurate, informed, and constructive proposals in behalf of the teachers or which will aid the Association in processing any grievance or complaint. The Board agrees to furnish the Association in response to reasonable requests, published information available to the public.
- E.** The Association agrees that professional teaching obligations may require additional time outside regular teaching hours.

PROFESSIONAL COMPENSATION

- A.** The salaries of employees covered by this agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.

- B.**
 - (1)** The salary schedule is based upon a normal weekly teaching load during normal teaching hours, as hereinafter defined. Individual teacher contracts shall call for up to one hundred eighty- six (186) days of full attendance between the beginning of school and the final day of school, as set forth in the attached calendar.

 - (2)** In the event the law is changed to provide for the completion of more than one hundred eighty- six (186) full days of school, that Paragraph B of Article VI may be reopened at the request of either party hereto for the purpose of negotiating appropriate language to cover the changed situation to the end that neither party to this Agreement be penalized by such change in the law and that the provisions of this Paragraph B shall not be in conflict with the law then in effect.

TEACHING HOURS

- A.** The normal working day for teachers shall not exceed seven hours and thirty-five minutes consecutively, including lunch period. All teachers shall be at their place of duty, assigned by the principal, no later than fifteen (15) minutes prior to the time the students' class day begins. High school and middle school teachers shall remain at their place of duty, assigned by the principal, at least ten minutes (10) after the students' class day ends, elementary teachers shall remain at least five (5) minutes after the students' class day ends, except on Fridays and days preceding holidays or vacation, when the teachers' day shall end at the close of the pupils' day. Assignments to a particular place of duty shall be flexible depending on need and will be rotated among the staff when feasible.
- B.** All teachers shall be entitled to a duty free lunch period of not less than twenty-five minutes except those who have agreed to noon period supervision for such remuneration as the Board may agree individually with them to pay but no less than \$7.50 per hour. It is recognized that emergencies might occur that would necessitate the assigning of teachers by the building principal. Such assignments will be compensated at the established rate. The Board agrees to relieve teachers of safety patrol supervision and also bus loading and unloading supervision outside of class hours.
- C.** A teacher engaged during school hours in negotiating in behalf of the Association with any representative of the Board or participating in any grievance negotiation concerning professional personnel shall be released from regular duties without loss of salary provided, however that it is understood and agreed by the parties hereto that all such activities shall be restricted to after school hours except upon mutual agreement from time to time between the Board's administrative representative and the Association
- D.** Teachers may be released from regular duties without loss of salary for up to four (4) days, or the equivalent thereof, out of the 181.5 contracted days for planned district sponsored in-service days.

TEACHING LOADS, ASSIGNMENTS AND PLANNING TIME

- A.** In no event, during the life of this Agreement, will teachers' planning time be less than that which exists as of the first semester of the 1997-98 school year. The normal weekly teaching load in all grades K-12 shall include at least two hundred fifty (250) minutes for teacher planning time, effective with the second semester of 1997-98; provided, however, the established schedules and the minimum planning time are subject to change or revision if deemed necessary by the Board of Education after consultation with the Association. In grades K-5 it is expressly understood that time used as provided in Article VIII, Section C shall count as preparation time, with the exception of the ten minutes prior to the beginning of the school day when teachers are required to supervise students. Further, such time shall include time, other than normal recess assignments, when teachers are required to supervise students during recess periods on days when students remain in the building during such periods. Beginning the second semester of the 2003-2004 school year, classroom teachers in grades one (1) through five (5) shall receive one additional thirty-five (35) minute prep period per week.
- B.** Teachers shall receive notice of tentative assignments by the closing of school. After the close of the school year, teachers who will be affected by a change in grade assignment in the elementary school grades, teachers in the middle school who will be affected by a change in grade or subject assignment and teachers in the high school who will be affected by changes in subject assignments will be notified by certified mail, within five days of the decision and consulted by their principal as soon as practicable. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change. Also, every effort will be made to minimize transfers. However, teachers shall be subject to assignment and transfer at the discretion of the Superintendent of this District.
- C.** The teachers recognize their responsibility to give reasonable support and assistance to the Administration with student supervision and control. Teachers shall assume an active supervisory role not only in their respective classrooms, but before and after school, hall monitoring, recess, and various other times during the school day.
- D.** The Administration reserves the right to call a meeting of the staff either prior to the scheduled starting time or lasting later than the scheduled closing time as is necessary for the smooth and efficient operation of the school. However, no teacher shall be required to attend more than two (2) staff, committee, and/or school-sponsored events where teacher attendance is mandated, required or expected, nor be required to stay longer than a total of 160 minutes in total per week.

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ARTICLE VIII - TEACHING LOADS, ASSIGNMENTS AND PLANNING TIME **(continued)**

- E.** Notwithstanding any provisions of this Agreement, the Administration may enter into

experimental instructional programs with the mutual written consent of the teacher or teachers involved, and consultation with the Association, which may require deviation from specific provisions of the contract and any such deviation shall not be subject to the grievance procedure, with the exception of the personal evaluation of the teacher.

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ARTICLE IX

TEACHING CONDITIONS

- A. Class size has been reduced to the extent that the Board deemed consistent with its legal obligations, its financial ability, and the practicality thereof. It is the intent of the Board to eliminate what it considers oversized classes whenever and wherever, in its opinion, it may properly do so. The Board believes the problem of class size involves flexibility to meet different or changing situations both in the classroom and confronting the Board and requires continuing study as to what can and should be done from time to time to afford the best solution.

As an aid to such study, a committee of six (6) persons may make periodic advisory recommendations to the Board regarding possible or desirable changes in the size of any particular class or classes. The Association shall designate from its membership three (3) members for such Committee. The Superintendent shall designate three (3) supervisory personnel as members of the Committee.

Either party to this Agreement may request this committee to convene up to two (2) times each calendar year. Thus, said committee may be convened up to four (4) times each calendar year. Said committee shall be convened within ten (10) week days after a request has been made to discuss the school year's anticipated class loads. Requests shall be made in writing to either the Superintendent or the designated representative of the Association.

ARTICLE X

VACANCY AND TRANSFER

- A.** A vacancy in a teaching position shall exist whenever the Board determines that a position is unoccupied and that there is no incumbent employee who has the right to the assignment. Vacancies may occur by the creation of a new position or by the resignation, retirement, transfer, leave of absence, death or long term illness of the teacher holding the assignment. Vacancies that occur during the school year may be filled without posting at the discretion of the Board, but must be posted before the following school year.

Whenever such vacancy in any professional position covered by this Agreement occurs, the Administration shall publicize the same by giving ten (10) days written notice of such vacancy, prior to the closing of applications to fill such vacancy, to the Association President, or his designee and by appropriate posting in every school building. The Superintendent shall be notified in writing of the name of said designee.

During times when school is not in session, such notices shall be enclosed in pay envelopes and posted in the pay offices.

In cases when ten (10) days are deemed excessive by the Administration, the ten (10) days posting requirement will be waived during the summer break by sending written notification to the Association President, and during the school year by written agreement by the Association President

- B.** Requests by a teacher for transfer to a different class, building or position shall be made in writing on forms furnished by the Board, one copy of which shall be filed with the Superintendent, and one copy shall be filed with the Association if so designated on the form by the teacher. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

ARTICLE XI

LEAVES OF ABSENCE

A. Paid Leaves of Absence

1. **Sick Leave:** Each full-time teacher regularly employed by the Board shall be credited with a total of ten (10) sick leave days each school year. Part-time teachers shall accumulate and be paid sick leave on a pro rata basis. Sick leave shall be governed by the following conditions:
 - a. Sick leave shall be allowed to accumulate for both full-time and part-time teachers. After October 1st of each school year, the Administration shall provide each teacher with a statement specifying the total amount of accumulated sick leave upon request.
 - b. Sick leave days, up to the teacher's maximum accumulation, may be used for the illness, injury, temporary disability (including disability due to pregnancy) or unavoidable quarantine of the teacher. When feasible, teachers shall schedule routine health examinations and/or routine dental examinations outside regular school hours.
 - c. A maximum of three (3) days per occurrence deductible from sick leave may be used for serious illness in the immediate family. A maximum of seven (7) days per occurrence deductible from sick leave may be used for the death of a parent, child or spouse or five (5) days per death for other members of the immediate family. Immediate family is defined as parent, brother, sister, husband, wife, son, daughter, grandparents, grandchildren, or person with whom one has had an association equivalent to family ties.
 - d. The Board of Education, at its discretion, may grant special use of sick leave in excess of the leaves provided in Subsection b above per occurrence when requested in writing by the teacher. The Board agrees to resolve each such request at the first meeting after receipt of such.
 - e. Payment of sick leave shall be prorated with other benefits.
 - f. A teacher who has exhausted his/her sick leave and cannot return to work may apply for an unpaid leave of absence or an extension of sick leave, which shall be at the Board's discretion.

ARTICLE XI - LEAVES OF ABSENCE (continued)

- g. A teacher who is absent on sick leave, or who requests return to work from sick leave, or who has exhausted all accumulated sick leave, or

whose fitness to perform his or her duties may be impaired by illness, may be required to submit to a physical or mental examination by a physician of the Board's choosing at Board expense, or may be required to submit a physician's statement verifying the teacher's illness or the teacher's fitness to resume or perform his or her duties.

2. **Paid Leaves of Absence Not Chargeable to Sick Leave:** In order to be eligible for the following leaves of absence with pay not chargeable to sick leave, the teacher must give written notice to the Superintendent at least seven (7) days prior to taking said leave, (or within seventy-two (72) hours for personal business leaves) except where waived in writing because of emergency; and, upon said notice, the teacher may qualify as hereinafter specified.
 - a. **Personal Business Days:** Two (2) days per year may be used for purposes of personal business which cannot be transacted outside of the regular school day, or when arrangements cannot be made to avoid its use. The personal business day may not be taken on days preceding or succeeding a vacation or holidays without specific prior approval by the building principal. In order to be eligible for personal business leave, the teacher must file his request with the building principal at least seventy-two (72) hours before taking said leave and obtain the approval of the building principal. Notification may be waived in cases of emergency by the building principal. Building principals may deny such requests where a staffing problem exists. Such leaves shall not be accumulative. Unused business days each year shall be added to the teacher's sick leave accumulative at the end of the school year.
 - b. **Professional Leave:** Upon prior approval of the Superintendent, individual teachers may be granted leave of absence to attend educational conferences, workshops, and visitations pertinent to the improvement of the school curriculum or teaching effectiveness. Necessary expenses for such meetings will be paid by the Board of Education upon submission of the proper vouchers when a faculty member is officially designated by the school administration to attend a meeting or convention sponsored by an educational or professional organization.

ARTICLE XI - LEAVES OF ABSENCE (continued)

- c. **Short Term Leave:** The Board reserves the right to grant other short term leaves in its discretion with or without pay or drawn from sick leave or personal business leave upon written application by the teacher involved.

- d. **Association Leave:** The Board of Education recognizes the Association and its officers as the delegated representatives of the faculty and agrees that there are professional obligations inherent to the Association which are of mutual concern and benefit. It is hereby agreed that upon request of the Association President, with the consent of the Superintendent of Schools, leave for professional action shall be granted.
- e. **Jury Duty:** The Board will grant jury duty leave with pay. In such event, the teacher shall remit all compensation (minus any expense reimbursements) received for jury duty for days so released. Leave for jury duty is for that function only and when not required by the Court to be present, the teacher shall report to school for work.

B. Unpaid Leaves

- 1. **Duration and Re-Employment:** Except as required by military leave subject to the provisions of the Selective Service Training Act, no unpaid leave of absence shall extend beyond two (2) semesters except by mutual written agreement between the teacher association and the Board. Whenever feasible, unpaid leaves shall begin and end at natural school breaks, such as the beginning of the school year, semesters, or marking periods. A teacher returning from an unpaid leave shall be assigned to either his/her former position, or to a position with comparable hours and pay for which he/she is certified and qualified.
- 2. **Conditions of Unpaid Leave:** A teacher on an unpaid leave shall not accrue seniority, experience credit or sick leave accumulation, unless otherwise agreed upon by the Board prior to the commencement of the leave. Teachers on unpaid leaves (except for authorized family and medical leave) shall not receive Board paid insurance benefits, but may continue such benefits at their option and expense. Upon return from leave, the teacher shall be restored to his/her same position on the salary schedule as when he/she left and be entitled to other benefits accrued prior to such leave.
 - a. **Child Care Leave:** A leave of absence shall be granted for the purpose of caring for a child, where the teacher is the primary care giver.

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ARTICLE XI - LEAVES OF ABSENCE (continued)

- b. **Military Leave:** Military leave shall be granted under the terms and conditions required by the Selective Service and Training Act.
- c. **Extended Personal Leave:** A teacher who has exhausted sick leave and is unable to return to work may be granted an extended personal leave as provided for in Section 1 (f) above.

d. **Family and Medical Leave:** A teacher who has worked for the school district for at least 1250 hours during the preceding twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave during any fiscal year under the terms and conditions established by the Family and Medical Leave Act of 1993, with health care coverage provided by the Board pursuant to the Family and Medical Leave Act of 1993, if requested by the employee, for one or more of the following reasons:

- Birth of the teacher's son or daughter or care for a son or daughter;
- A child's placement with the teacher for adoption or foster care;
- To care for a spouse, son or daughter, or parent (but not parent-in-law) who has a serious health condition; or
- The teacher's own serious health condition.

Any family and medical leave shall be subject to the following conditions:

- I. The teacher shall be required to substitute and exhaust any sick leave he or she may have accrued prior to placement on unpaid family and medical leave.
- ii. If a teacher begins a leave under this section more than five (5) weeks before the end of a semester, the Board may require the leave to be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the teacher would otherwise return to work during the three (3) week period immediately before the conclusion of the semester.
- iii. Upon return from leave, the employee shall be assigned to either the same position from which the leave was taken, or to a comparable position for which the teacher is certified and qualified. Restoration may be denied in the event of a reduction of staff.

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ARTICLE XI - LEAVES OF ABSENCE (continued)

- iv. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control), the Board shall have the right to recover all health care premium payments made during the unpaid leave interval. These amounts may be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within five (5) days of demand.

5. Teacher Absence: When a teacher is absent on a leave of absence, normal procedure will be to hire a substitute for that teacher for the duration of the leave. The BEA will be notified of any exceptions to this procedure.

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ARTICLE XII

LAYOFF AND RECALL PROCEDURE

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, and staff and that the procedures set forth in this article shall be used in laying-off personnel.

A. Layoff Procedure

In order to promote an orderly reduction in personnel when the educational program, curriculum, and staff is curtailed, the following procedure will be used:

1. Non-certified teaching personnel will be laid off first in order of ascending seniority unless there are no certified teachers who are qualified and available to perform the duties of the position the non-certified teacher is vacating.
2. Next, probationary teachers shall be laid off in order of ascending seniority unless there are no teachers who are certified, qualified and available to perform the duties of the position of the probationary teacher.
3. If the reduction of teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first. For the purposes of this article, "seniority" shall be defined as the amount of time an individual is continuously employed in a professional capacity within the school district. However, individuals who are bumping into the bargaining unit from a non-bargaining unit professional position may only use that part of their seniority earned as a bargaining unit member for bumping purposes. Individual teachers who are employed on a regular part-time basis shall, beginning with the 1982-83 school year, accrue seniority on a pro rata basis as determined by the number of regular hours assigned weekly proportionate to the length of the regular school week. Teachers who are laid-off shall have their seniority frozen upon said layoff, and, upon their recall, their seniority shall continue.
4. A teacher who is laid off pursuant to this Article has the right to be placed in a teaching position for which he/she is certified and highly qualified to fill and which is occupied by the teacher with the least seniority.
5. The Board shall include the following language in the notice of layoff: "Teachers are notified to read Article XII, Section E. of their contract and are encouraged to check with the administration on a regular basis to determine if openings exist or may exist in the near future."
6. When a reduction in staff at an elementary building requires that a faculty member must transfer to a different elementary building, the faculty member in the building affected with the least district seniority shall be the one transferred, assuming he/she is certified and highly qualified.

ARTICLE XII - LAYOFF AND RECALL PROCEDURE (continued)

B. Recall Procedure

1. Recall of teachers shall be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that a teacher in order to be recalled shall be certified and qualified to teach the specific course he is being assigned. No tenured teacher who is certified and qualified shall remain on layoff when probationary teachers are being recalled. No laid off probationary teacher will be recalled to a

position if there is a laid off tenured teacher certified and qualified for the position.

2. The right to recall provided by this Agreement shall continue for a period of school years equal to the number of years of the teacher's most recent continuous, uninterrupted employment with the District. Continuous, uninterrupted employment shall include previous inactive employment due to layoff or authorized leave of absence but shall not include periods where employment has been severed due to termination or resignation.

C. Whenever layoffs are contemplated, the Board shall consider, and may grant, requests for voluntary unpaid leaves where such leaves will not interfere with the staffing, curriculum or educational needs of the District.

D. Individual Contract

1. The individual contract, executed between each teacher and the employer is subject to the terms and conditions of this Agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.

E. Written Notice

1. The Board, within three (3) work days after official action to recall a teacher from layoff, shall send a registered or certified letter to said teacher, at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any changes in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or any other notice to the teacher.
2. The U.S. Post Office receipt for mailing a registered or certified letter shall constitute proof that the teacher was notified of recall.
3. The teacher shall have ten (10) work days from the date the registered or certified letter was postmarked to respond to the offer of position.

If the teacher declines the position, the teacher loses all rights to further recall. If the teacher fails to respond within the ten (10) work day timeline, the teacher loses all rights to recall.

During the school year, work days will mean the same as days school is in session. During summer and vacation periods, work days shall refer to the week days Monday through Friday.

4. Teachers shall be recalled to the first vacancy for which they are certified, licensed and Highly Qualified (by NCLB definition), except that no teacher shall be required to accept recall to a position that is not comparable in hours to the one from which layoff occurred.

ARTICLE XIII

TEACHER EVALUATION

- A. All classroom monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. Copies of teacher evaluation forms will be included in the Teacher Handbook manual. This will include all forms to be used during the current school year.

Teachers shall be evaluated by appropriate administrators, and not by students, parents or other school employees, or Board members. However, this does not prohibit the evaluating administrators from using relevant and appropriate information from such persons as part of the evaluation process.

An evaluation cycle shall be defined as having (1) pre-evaluation conference to review the evaluator's expectations as set forth in the evaluation document, (2) work site observations, (3) post-observations conferences or written reports, (4) a written evaluation, and (5) a post-evaluation conference.

- C. A probationary teacher will be observed prior to November 1 and March 1 in each school year. A formal written evaluation will be given to each probationary teacher during the first semester and before April 1 in each school year. Probationary teachers hired after the beginning of the school year shall be evaluated twice in their first calendar year of employment. Each tenure bargaining unit member shall be evaluated at least once every three years. Tenure bargaining unit members shall be notified by September 30 in the year they are to be evaluated, and evaluation shall be completed by May 15 of the school year when the evaluation is made. In the event issues of a teacher's performance arise after September 30 in a school year in which the teacher had not otherwise been scheduled for evaluation, the teacher may nevertheless be evaluated provided he or she is promptly notified that the evaluation process is being implemented.
- D. Extracurricular performances by a teacher will be evaluated separately from their teaching function; however, it is understood that misconduct in conjunction with extracurricular work could influence a teacher's general evaluation.
- E. (1) Within thirty (30) days after any formal classroom observation, the teacher shall be given a written statement by the observer regarding the formal observation. The teacher has the right to have a post-observation personal conference upon request. A formal observation shall be defined as a prearranged date and time between both parties, with a minimum duration of 30 minutes observational time.

ARTICLE XIII - TEACHER EVALUATION (continued)

- (2) The performance of all teachers shall be evaluated in writing with a copy submitted to the teacher either prior to or at the post-evaluation conference

which shall take place no later than ten (10) school days after the final observation. In the event the teacher feels his evaluation was incomplete or unjust, he may, within ten (10) school days of receipt of said evaluation, submit his objections in writing to be attached to the evaluation report to be placed in his personnel file. Such objections shall be initialed by the building principal as evidence that he was aware of the teacher's objections. Any opinion involving teacher evaluation shall not be subject to grievance.

- F. Any judgment of incompetence must not be arbitrary or capricious, but must be supported by observation or documentation to support the conclusions made by the evaluator.

- A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, before and after school, hall monitoring, recess, and various other times during the school day.
- B. Teachers shall comply with the provisions of current teaching procedures established by the Board in dealing with the student discipline.
- C. Any case of assault upon a teacher by a student or otherwise while at school or en route to or from such work or otherwise directly connected with school work shall be promptly reported to the Board or its designated representative.

The Board's administrative and supervisory personnel shall cooperate fully with the law enforcement authorities in connection with the latter's investigation and prosecution of any such offense. In the event court attendance is required of the teacher in connection with the prosecution of any such offense, the teacher shall suffer no loss of pay for the absence for such court attendance. The Board shall also reimburse the teacher up to but not exceeding five hundred dollars (\$500.00) for legal fees actually incurred by the teacher in obtaining a legal opinion as to his rights and obligations as a result of such assault, provided the teacher is not otherwise eligible for representation through the Association.

- D. In the event a teacher's necessary and appropriate clothing (excluding watches, jewelry and eye glasses) is damaged in the course of enforcing student discipline in accordance with District policy, the teacher may apply for reimbursement from the District. The District may reimburse the teacher for such damage up to \$75.00 total per incident.
- E. Bargaining unit members shall have, upon reasonable request, the right to review the contents of their personnel files in accordance with the Bullard-Plawecki Right to Know Act and to have a representative of the Association accompany them in such review. Other examination shall be limited to authorized supervisory and office personnel, except that a non-bargaining unit member Association representative or Board members and/or their attorneys may review such files if they are relevant to specific contract administration issues, or administrative or legal proceedings.

No complaints against bargaining unit members shall be placed in personnel files unless they are in writing with the names of complainants, action taken and remedy clearly stated.

Bargaining unit members shall have opportunity to review materials prior to their inclusion in the files. A written rebuttal may be attached to any material placed in the file.

If a bargaining unit member believes that material is inappropriate or in error, the bargaining unit member may request that the material be expunged or corrected and the District, at its sole discretion, may grant such a request.

GRIEVANCE NEGOTIATION PROCEDURE

- A.** A grievance shall be alleged violation of the expressed terms of this contract in interpretation or application. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion). It is further understood that the grievance procedure will not apply to matters involving: the termination or failure to re-employ a probationary teacher; any matter for which there is recourse under Federal or State statute; and any matter which this agreement has excluded from the grievance procedure.
- B.** The Association shall designate two (2) representatives per building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- C.** The term "days" as used herein shall mean days in which school is in session or double the days specified during summer months. The time limits provided herein may be extended by written mutual agreement.
- D.** Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall contain a synopsis of the facts giving rise to the alleged violation;
 3. It shall cite the section or subsections of this contract alleged to have been violated;
 4. It shall contain the approximate date of the alleged violation;
 5. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements, may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth beyond five additional days.

E. Level One

A teacher believing himself wronged by an alleged violation of the express provisions of this contract shall within six (6) days of knowledge of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. An Association representative may be present upon request of the grievant. If no resolution is obtained within five (5) days of the discussion, the teacher shall within three (3) more days reduce the grievance to writing for the principal's disposition. If no decision is rendered within five (5) days after the written grievance is filed, or if the decision is unsatisfactory to the grievant, the grievant shall within five (5) more days or within five (5) days of the principal's written disposition, whichever is earlier, appeal same to Level Two.

Level Two

A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within ten days of receipt of the grievance, the Superintendent or his designated agent shall meet with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within ten days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office.

Level Three

If no decision is rendered within ten days of the discussion, or the decision is unsatisfactory to the grievant, the Association may within ten (10) days request the assistance of a State Mediator for purposes of reaching a mutually acceptable settlement. The Mediation meeting shall be attended by designated representative(s) of the Board and representative(s) of the Association.

Level Four

If, however, no decision is rendered in Level Three, or if the decision is unsatisfactory to the Association, the Association may appeal same to the Board of Education by filing a written grievance along with the decision of the Mediator with the officer of the Board in charge of drawing up the agenda for the Board's meeting within five (5) days of the Mediator's session.

ARTICLE XV - GRIEVANCE NEGOTIATION PROCEDURE (continued)

Upon proper application as specified in Level Three, the Board shall allow the

teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Said meeting shall be scheduled to be held within twenty days of the date of the appeal from Level Two. Within twenty days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than twenty (20) days after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Five

Within twenty (20) days following the Board's response, the grievance may be submitted to binding arbitration. Individual members shall not have the right to submit grievances to arbitration, such right is vested solely with the Association. The selection of an arbitrator and the procedures governing arbitration shall be in accordance with the rules and procedures of the American Arbitration Association. All costs of arbitration shall be borne by the party whose case does not prevail.

- F.** Should a teacher fail to institute or appeal a decision within the time limits specified, or voluntarily leaves the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.
- G.** The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers unless signed by the President of the Association or Grievance Chairperson.
- H.** All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty station unless mutually agreed upon.
- I.** Any teacher who believes he has legitimate grounds for complaint of any nature, even though the complaint may not involve the interpretation and application of the express provisions of this Agreement, may present such complaint as a complaint and have the same processed in the same manner as a grievance under the grievance procedure with the Board level (Level Four) being the final level. It is expressly understood that such complaint is not a grievance, and may be remanded by the Board to the administrator for final consideration.

ARTICLE XVI

STUDENT TEACHERS

- A.** It is recognized by all parties that cooperation in the training of teachers is a professional responsibility; however, it is also recognized that to insure the best possible situation for student teachers the following rules will be adhered to:
- 1.** The supervising teacher, when possible shall be a tenure teacher, but in no case shall he be in his first semester of teaching in the Buchanan school system.
 - 2.** No student teacher will be assigned without the consent of the teacher.
 - 3.** In general, not more than one student teacher shall be assigned to any one teacher but it is recognized that exceptions may arise where the Administration in its judgment may feel it desirable to assign more than one during a school year period.
- B.** Any monies received from the student teacher's school will be paid to the supervising teacher.

ARTICLE XVII

DIVISIONAL CHAIRMAN

- A.** Divisional Chairmen may be appointed each year by the Administration with the consent of the said teacher.
- B.** Divisional Chairmen may be tenure teachers but the position of Divisional Chairman will not be a tenure position.
- C.** Divisional Chairmen shall be available for not more than three meetings outside of the regular school year. At least two weeks advance notice of such meetings shall be given.
- D.** Divisional Chairmen will be responsible to the Senior High School Principal who will give to each Divisional Chairman prior to the acceptance of the position a list of duties of the position.

ARTICLE XVIII

MENTORS

- A.** For the first three (3) years of his or her employment in classroom teaching, a teacher shall be assigned by the school in which he/she teaches to one (1) or more master teachers, or college professors, or retired master teachers who shall act as a mentor or mentors to the teacher. Bargaining unit members shall be considered for such assignments. Any bargaining unit member so selected may decline. Mentors shall assist the probationary employee to achieve the goals of the probationer's individual development plan.
- B.** If a bargaining unit member is appointed as a mentor, the following provisions shall apply:
- 1.** Bargaining unit mentors shall not participate in the supervision or evaluation of the probationer.
 - 2.** Where possible, the bargaining unit mentor shall be assigned common preparation time.
 - 3.** Bargaining unit mentors shall not be permitted to testify in any grievance hearing or administrative hearing involving the probationer which concerns any aspect of the mentoring relationship or the probationer's individual development plan.
 - 4.** Matters pertaining to service as a mentor shall not be included in the mentor's classroom teaching evaluation.
 - 5.** Each mentor shall be compensated at the rate of two percent (2%) of the B.A. base each year for their services, inclusive of training activities outside the work day or school year, not to exceed five (5) days beyond the contract year.

ARTICLE XIX

SITE-BASED DECISION MAKING

- A.** Site-based decision making is a joint planning and problem solving process that seeks to improve the quality of working life and education.
- B.** At each building, a Site-Based Committee made up of various representatives will be formed. Participation on such committee shall be voluntary.
- C.** The decisions of the committee shall be implemented so long as those decisions do not exceed the budgetary limits established by the Board and do not affect the operations of other buildings or the District as a whole; do not violate Board policy, the collective bargaining agreement, or the law; and do not effect the decision of other Site-Based Committees and the recommendations of other school committees, such as school improvement or curriculum committees.
- D.** If a dispute arises concerning the proper jurisdiction or the proper subject matter for committee decision, the dispute may be submitted to the grievance procedures of this contract.

ARTICLE XX

ACADEMIC FREEDOM

Both the employer and the Association are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint, and in which academic freedom for teacher and student is protected.

Teachers shall work within their respective department or grade levels to choose appropriate materials and methodology consistent with the educational goals and objectives of the District.

ARTICLE XXI

PROFESSIONAL DEVELOPMENT EDUCATIONAL LEAVE

Individuals who possess the Professional Education Certificate and/or Occupational Education Certificate, which must be renewed every five years, may be granted unpaid leave of at least one, but not more than two, semesters for pursuing certificate renewal offerings from an authorized provider, provided such leave will not interfere with the staffing, curriculum or educational needs of the District.

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ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. Salary Payments

1. Salary payments will be made every other Friday starting two weeks after the final pay for the previous school year. For most years this will be 26 pays, however in some years it will be 27 pays. Income tax deductions will be made from each paycheck; hospitalization, once a month. Tax sheltered annuity deductions and/or deductions for National Education Association mutual funds will be made from each paycheck unless otherwise requested. Deductions for credit unions shall be limited to the Berrien Teachers Credit Union unless specific written approval is first obtained from the Superintendent of Schools for deductions for other credit unions. Deductions for said Berrien Teachers Credit Union will be made once a month unless otherwise requested.
 2. If a teacher for any reason terminates his or her service during the school year, a lump sum settlement of the difference between the amount already paid prior to such termination date under the regular contractual plan of 26 pay dates and the contract amount to date of termination and less dues to the Association for the then current year covered by any deduction authorization then in effect will be paid.
 3. Teachers wishing a lump sum payment of the balance of money due under the teacher's contract at the end of the school year must make application to the Superintendent by May first and such payment will be made on the next regular pay date after the close of school.
 4. If the Business Office is closed due to a scheduled holiday on a regular payday, paychecks will be available on the last day the Business Office is open prior to the holiday. The timelines outlined herein, however, shall not apply if normal operations are interrupted.
 5. Teachers may, at their option, choose to receive their salary in twenty-one (21) equal bi-weekly installments from September through June. No unusual payroll deduction procedures will be made to cover periods when paychecks are not being received. The personnel office must be notified in writing by August 1 of each year by each teacher desiring this option.
- B.** All individual teacher contracts for the term covered by this Agreement shall be made expressly subject to the terms of this Agreement.

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ARTICLE XXII - MISCELLANEOUS PROVISIONS (continued)

- C. Copies of this Agreement shall be furnished by the Board to all teachers now employed or hereafter employed during the term of this Agreement.
- D. High School and Middle School teachers acting as substitutes shall be paid at the rate of four dollars and 50 cents (\$4.50) per fifteen minutes (in fifteen minute increments).

Elementary teachers used to substitute for specialist teachers shall be paid at the rate of ten

dollars (\$10.00) for each class taught. Every reasonable attempt should be made to obtain a substitute for specialist teachers. In the event there is no substitute, specialist teachers will supply materials and lesson plans suitable for use by the classroom teacher.

- E.** Teachers agree to notify the Board as soon as possible of any intent to terminate employment with the District.
- F.** The Association will protect and save harmless the Board from any or all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with Article IV and its subparagraphs and Article V, Section C (2)..
- G.** The Buchanan Community Schools and the Buchanan 5-C Education Association/MEA/NEA recognize the difficulty which may be encountered in recruiting qualified candidates to replace teachers who terminate employment with the School District. The parties also recognize that the earlier recruitment efforts begin, the better the opportunity is to recruit qualified replacement candidates. Accordingly, the parties agree that the School District will pay a One Thousand and No/100 (\$1,000.00) Dollar stipend to any bargaining unit member who submits a letter of resignation for the 2009-2010 school year on or before March 1, 2009.

It is understood and agreed that the stipend provided for herein is not intended as a retirement incentive. Rather, the stipend is intended to encourage teachers to timely notify the School District of their resignation plans so as to allow the School District the best opportunity to recruit replacements.

The stipend will be paid in a separate check at the conclusion of the school year. It is not intended that the stipend be included as earnings for retirement purposes. However, such payment will be subject to withholding for state and federal income taxes and payroll taxes.

- H.** Teachers, who reside outside the Buchanan school district and who do not qualify for Schools of Choice, shall have the opportunity to enroll their children in regular education classes within the Buchanan Schools at one-half (1/2) of the then current student foundation rate.

ARTICLE XXIII

INSURANCE PROTECTION

The following insurance provision is provided:

- A.** The insurance benefit year shall be July 1 - June 30.

- B. The Association shall determine the insurance carrier and coverage, and shall advise the Board of the coverages selected for each insurance benefit year.
- C. The Board shall provide the following amounts toward the costs (premiums) of insurance benefits:
 - 1. July 1, 2009 to June 30, 2010 - \$993 month per FTE teacher.
July 1, 2010 to June 30, 2011 \$1013/month per FTE teacher.
 - 2. The number of teachers for whom the school district shall make its monthly contribution shall be based upon the insurance carrier's billing.
- D. For teachers who are assigned to a less than full-time position, the Board's contribution shall be prorated by using the fraction of the full-time rate the teacher is contracted to teach.
- E. For all teachers continuously employed, insurance benefits allowed shall not be terminated prior to September 1 for any teacher leaving the employment of the Board after June 1 of the same school year. The Board's FTE teacher contribution shall cease for any teacher whose employment ceases prior to June 1 or who goes on an unpaid leave of absence, other than a leave of absence under the Family and Medical Leave Act.
- F. If the monthly premium for teachers is less than the limits specified above, the monthly savings will be placed in an interest bearing escrow account. The Association shall have the right to assess its members such monthly assessment as it determines appropriate to the insurance escrow account. Such contribution will be made each pay period. The Association will be advised monthly of the running balance of any such escrow account. At the end of any insurance benefit year, the Association shall direct the Board to either (1) deliver to the Association any balance then remaining in the escrow account or (2) retain the escrow account to defray the expenses of any new premiums which may exceed the Board's required contribution.

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ARTICLE XXIII - INSURANCE PROTECTION (continued)

- G. If, in any insurance benefit year, the monthly insurance premium exceeds the Board's contribution, any additional amounts shall be withdrawn from the escrow account. If there are not sufficient funds in the escrow account to meet the premium payment, then the Association shall determine the amount to be deducted from teacher's salary to cover any deficit, and such deductions shall be made on a per pay period basis.

- H. The Board will provide a Section 125 Plan that complies with the I.R.S. code.

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ARTICLE XXIV

SALARY SCHEDULE CREDIT

- A. A step is equivalent to one year of service.
- B. The Board, in cases where renewal of contract seems justified but decided improvement in teaching services needs to be made, may withhold the annual increment for the following year provided written notice is given sixty (60) days prior to the close of the school year and further provided that areas of concern be

included in such notice. In the case of teachers at the maximum step with respect to unsatisfactory evaluation ratings, they shall be retained at their current salary.

- C.** Credit on the Buchanan salary schedules to a maximum acceptable to the Board may be allowed to those presenting satisfactory prior teaching experience. Credit on the salary schedule may be given at the discretion of the Board of Education up to a maximum of two (2) years for related military, Peace Corps, business or educational experience.
- D.** All newly certified teachers' graduate hours earned prior to state certification may not be applied to the salary schedule.
- E.** All hours earned above the BA level must be graduate hours unless prior approval is granted by the superintendent.

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ARTICLE XXV

SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and

effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

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ARTICLE XXVI

DURATION OF AGREEMENT

- A.** This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2011. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

APPENDIX A

District 2009/2010 Calendar

MONTH		STUDENT DAYS	TEACHER DAYS
September 1-3	Professional Development 1 work day, 2 Prof. Dev.	0	3
September 8	First Day for Students	17	17
Oct.-Nov.	HS Conferences Oct. 20-21 No School for HS Students Oct. 22-23 El./MS Conferences Nov. 9-11 No School for El. & MS Students Nov. 12-13 No School Nov. 25, 26, 27	38	40
December	Winter Break Dec. 21 - Dec. 31	14	14

January	Winter Break Jan. 1 School Resumes Jan. 4 District In-Service Monday. Jan. 18 (PD) Martin Luther King Day - Student Holiday First Semester ends Jan. 22 Records Day Jan. 22 (Teachers Only) Second Semester Begins Jan. 25	18	20
Feb.-March	Great American's Day Feb. 15 (No School) MS/HS Conferences Feb. 23-24 No School for HS/MS Students Feb. 25-26 El. Conferences Mar. 15-17 No School for El. Students Mar 18-19	40	42
April	Spring Break April 5-9 School Resumes April 12	17	17
May	Memorial Day No School - May 31	20	20
June	Last Day for Students June 10 (1/2 day students & staff Last Day for Staff June 11	7.5	8.5
	Total Days	171.5	181.5

**Release is dependent upon having met building expectations for parent contacts/conferences prior to days off.

**Teachers do not have to report to their buildings on January 22, 2010. They may work from home.

**Calendar will be reduced one day for each inclement weather day up to a maximum of two days for 2009-2010.

**Great American's Day can be used as a snow make-up day with a two-week notice. Otherwise, snow days will be made up at the end of the school year.

3-Aug-09

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DISTRICT 2010-11 Calendar

MONTH		STUDENT DAYS	TEACHER DAYS
Aug. 31-Sept. 2	Work Day and Professional Development 1 work day, 2.0 Prof. Dev.		
Aug. - Sept.	Sept. 7 - First Day for Students	18	21
Oct.-Nov.	Conferences and compensatory dates to be determined No School Nov. 24, 25, 26	38	40
December	Winter Break Dec. 20 - Dec. 31	13	13

January	School Resumes Jan. 3 First Semester ends Jan. 21 Records Day Jan. 21 (Teachers Only) Martin Luther King Day - Student Holiday District In-Service Monday, Jan. 17 (PD) Second Semester Begins Jan. 24	19	21
Feb.-March	Great American's Day Feb. 14 (No School) Conferences and compensatory days to be determined	40	42
April	Spring Break April 4-8 School Resumes April 11	16	16
May	Memorial Day No School - May 30	21	21
June	Last Day for Students June 9 (1/2 day students & staff) Last Day for Staff June 10	6.5	7.5
	Total Days	171.5	181.5

Early Release days - To be determined
Late Start Days - To be determined

** Compensatory time is dependent upon having met building expectations for parent contact prior to days off.
**** Teachers do not have to report to their buildings on January 21, 2011. They may work from home.
**** **Calendar will be reduced one day for each inclement weather day up to a maximum of three days for 2010-2011.**
**** Great American's Day can be used as a snow make-up day with a two-week notice. Otherwise, snow days will be made up at the end of the school year.

12/9/2009

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SCHEDULE A

2009-2010

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>MASTER'S OR BA+40</u>	<u>MASTER'S +15</u>	<u>DOUBLE MASTERS OR MASTER'S +30</u>
1	35,123	36,528	37,933	39,338	40,743
2	36,528	37,933	39,338	40,743	42,148
3	37,933	39,338	40,743	42,148	43,553
4	39,338	40,743	42,148	43,553	45,309
5	40,743	42,148	43,553	45,309	47,065

6	42,148	43,553	45,309	47,065	48,821
7		44,957	47,065	48,821	50,577
8		46,362	48,821	50,577	52,685
9		47,767	50,577	52,685	55,143
10		49,172	52,685	55,143	57,602
11		50,577	55,143	57,602	60,412
12		51,982	57,602	60,412	63,221
13		53,387	60,412	63,221	65,329
14		54,792	63,221	65,329	68,139

There will be longevity salary for extended service to the school district. The longevity will be in addition to the salary in Schedule A and will be paid the same as regular salary.

The longevity pay will be calculated by conceptualizing an extended salary schedule. If the salary schedule were, in concept, extended to include steps beyond Step 14, the first step being Step 1, then those individuals that would be placed on the following steps of such extended salary schedule will be compensated at the indicated amount for longevity service:

Steps 18, 19, 20, 21 \$ 1,000
Steps 22, 23, 24, 25 \$ 1,250
Steps beyond 25 \$ 1,500

The Board of Education will make the retirement contribution for each teacher covered by this contract. The above schedules are based upon semester hours.

SCHEDULE A

2010-2011

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>MASTER'S OR BA+40</u>	<u>MASTER'S +15</u>	<u>DOUBLE MASTERS OR MASTER'S +30</u>
1	35,299	36,711	38,123	39,535	40,947
2	36,711	38,123	39,535	40,947	42,359
3	38,123	39,535	40,947	42,359	43,771
4	39,535	40,947	42,359	43,771	45,536

5	40,947	42,359	43,771	45,536	47,301
6	42,359	43,771	45,536	47,301	49,066
7		45,183	47,301	49,066	50,831
8		46,595	49,066	50,831	52,949
9		48,007	50,831	52,949	55,419
10		49,419	52,949	55,419	57,890
11		50,831	55,419	57,890	60,714
12		52,243	57,890	60,714	63,538
13		53,654	60,714	63,538	65,656
14		55,066	63,538	65,656	68,480

There will be longevity salary for extended service to the school district. The longevity will be in addition to the salary in Schedule A and will be paid the same as regular salary.

The longevity pay will be calculated by conceptualizing an extended salary schedule. If the salary schedule were, in concept, extended to include steps beyond Step 14, the first step being Step 1, then those individuals that would be placed on the following steps of such extended salary schedule will be compensated at the indicated amount for longevity service:

Steps 18, 19, 20, 21 \$ 1,000
Steps 22, 23, 24, 25 \$ 1,250
Steps beyond 25 \$ 1,500

The Board of Education will make the retirement contribution for each teacher covered by this contract. The above schedules are based upon semester hours.

SCHEDULE A

SALARY INDEXES

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>MASTER'S OR BA+40</u>	<u>MASTER'S +15</u>	<u>DOUBLE MASTERS OR MASTER'S +30</u>
1	1.00	1.04	1.08	1.12	1.16
2	1.04	1.08	1.12	1.16	1.20
3	1.08	1.12	1.16	1.20	1.24

4	1.12	1.16	1.20	1.24	1.29
5	1.16	1.20	1.24	1.29	1.34
6	1.20	1.24	1.29	1.34	1.39
7		1.28	1.34	1.39	1.44
8		1.32	1.39	1.44	1.50
9		1.36	1.44	1.50	1.57
10		1.40	1.50	1.57	1.64
11		1.44	1.57	1.64	1.72
12		1.48	1.64	1.72	1.80
13		1.52	1.72	1.80	1.86
14		1.56	1.80	1.86	1.94

SCHEDULE B
SCHOOL NURSE SALARY SCHEDULE

STEP	1984-87 AMOUNT
1	10,050
2	10,302
3	10,554
4	10,890

5	11,268
6	11,646
7	12,024
8	12,402
9	12,780
10	13,158
11	13,620

If the school nurse is a certificated school nurse, or becomes one, said employee will be placed on the appropriate step of the BA column in Schedule A at eighty (80) percent of the salary at that step.

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**SCHEDULE C
EXTRACURRICULAR SALARY SCHEDULE**

<u>POSITION</u>	<u>YEARS OF SERVICE IN POSITION</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Club and Activity Sponsor					
Yearbook	7%	7 1/2%	8%	8 1/2%	9%
Drama/Forensics Director	12%	13%	14%	15%	16%
Student Council	5 1/2%	6%	6 1/2%	7%	7 1/2%
Close-Up	4%	4 1/2%	5%	5 1/2%	6%
Approved Club or Activity	3%	3 1/4%	3 1/2%	3 3/4%	4%
<u>Music</u>					
Band Director	12%	13%	14%	15%	16%

Chorus	10%	11%	12%	13%	14%
<u>Class Sponsors</u>					
Senior Class	4%	4 1/2%	5%	5 1/2%	6%
Junior Class	4%	4 1/2%	5%	5 1/2%	6%
<u>Athletics</u>					
Men's Football: Head Coach	16%	17%	18%	19%	20%
Assistants	7%	8%	9%	10%	11%
Men's Baseball: Head Coach	7%	8%	9%	10%	11%
Assistant	5%	5 1/2%	6%	7%	8%
Men's Basketball: Head Coach	16%	17%	18%	19%	20%
Assistants	7%	8%	9%	10%	11%
Men's Wrestling: Head Coach	10%	11%	12%	13%	14%
Assistant	6%	6 1/2%	7%	8%	9%
Men's Track	7%	7 1/2%	8%	9%	10%
Cross Country-Mens/Womens	6%	7%	8%	9%	10%
Soccer	6%	7%	8%	9%	10%
Tennis	7%	8%	9%	10%	11%
Tennis Assistant	3%	3 1/2%	4%	4 1/2%	5%
Golf	4%	4 1/2%	5%	5 1/2%	6%
Cheerleaders	5%	5 1/2%	6%	7%	8%
Women's Basketball: Head Coach	16%	17%	18%	19%	20%
Assistant	7%	8%	9%	10%	11%
Women's Volleyball: Head Coach	7%	8%	9%	10%	11%
Assistant	5%	5 1/2%	6%	7%	8%
Women's Softball: Head Coach	7%	8%	9%	10%	11%
Assistant	5%	5 1/2%	6%	7%	8%
Women's Track: Head Coach	7%	7 1/2%	8%	9%	10%
Assistant	5%	5 1/2%	6%	7%	8%

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SCHEDULE C - EXTRACURRICULAR SALARY SCHEDULE (continued)

POSITION

YEARS OF SERVICE IN POSITION

MIDDLE SCHOOL POSITIONS

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Club and Activity Sponsor					
Athletic Club	3%	3 1/4%	3 1/2%	3 3/4%	4%
Drama	3%	3 1/2%	4%	4 1/2%	5%
School Paper	3%	3 1/2%	4%	4 1/2%	5%
Approved Club or Activity	3%	3 1/4%	3 1/2%	3 3/4%	4%

Music

Assistant Band Director	7%	8%	9%	10%	11%
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Chorus	3%	3 1/4%	3 1/2%	3 3/4%	4%
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Athletics

Athletic Director	8%	9%	10%	11%	12%
Basketball Coach	4%	4 1/2%	5%	5 1/2%	6%
Track Coach	4%	4 1/2%	5%	5 1/2%	6%
Volleyball Coach	4%	4 1/2%	5%	5 1/2%	6%
Wrestling Coach	4%	4 1/2%	5%	5 1/2%	6%
Cross Country Coach	4%	4-1/2%	5%	5 1/2%	6%
Cheerleading	3%	3-1/4%	3-1/2%	3 3/4%	4%
Football Coach	4%	4-1/2%	5%	5-1/2%	6%
Asst. Football Coach	2%	2-1/4%	2-1/2%	2-3/4%	3%

POSITION

YEARS OF SERVICE IN POSITION

ELEMENTARY POSITIONS

Club and Activity Sponsor	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Approved Club or Activity	3%	3 1/4%	3 1/2%	3 3/4%	4%

Outdoor Education Participation \$50 per session
(Paid only in the event that the day is sufficiently extended.)

Outdoor Education Coordinator \$200
(No more than three)

OTHERS

Athletic Event Duty \$15 for Varsity Football and Varsity Basketball
\$12 for all other sports

Divisional Chairperson \$50 per teacher in each division

Freshman Sponsor \$200

Sophomore Sponsor \$200

All extracurricular salaries are computed as a percentage of the school year's average salary at Step 2 on the Bachelor's Degree schedule PLUS .005 in 2010-2011.

SCHEDULE C - EXTRACURRICULAR SALARY SCHEDULE

Tenure shall not attach to extracurricular positions, and each position is subject to annual appointment. The Board's annual decision to appoint or re-appoint or to not appoint or re-appoint shall be final and not subject to the grievance procedure.

All extracurricular positions held by non-bargaining unit members shall be posted annually, and all bargaining unit members who apply will be interviewed and considered for appointment. However, it is understood that the Board retains the right to appoint those persons, whether members of the bargaining unit or not, who, in its sole discretion, possess the best qualifications.

EXTRACURRICULAR PAY PROCEDURES: Extracurricular salaries will be paid according to the following schedule:

- A. Coaches: Payment in a lump sum at the end of the season
- B. Club and Activity Sponsors: Payment in a lump sum at the end of the activity or the school year.
- C. Department Chairs & Curriculum Council Representatives: Payment in a lump sum at the end of the school year.
- D. Vocal Music & Band Directors: Payment divided equally through the school year.
- E. Drama Director: One-half (1/2) after the fall production and one-half (1/2) after the spring production.

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SCHEDULE D

Upon retirement (as defined by the Michigan Public Employee's Retirement Board) from the teaching profession and the Buchanan Community School District, any teacher who has been a full-time employee of the Buchanan School District for fifteen (15) or more consecutive years and has accumulated sick leave days in excess of eighty (80) days shall receive payment for those days in excess of eighty (80), but not more than 170 days, at the daily rate of fifty (50) percent of the daily pay of a substitute teacher at the time of said teacher's retirement.

