

8/31/94



Master Contract

between

Boyne Falls
Board of Education

and the

Northern Michigan
Education Association

1992 - 1994

Boyne Falls Public Schools

BOYNE FALLS

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Section 1.1

AGREEMENT

This agreement entered into this 1st day of September, 1992, by and between the Northern Michigan Education Association, MEA/NEA, a voluntary organization, and the Board of Education of the Village of Boyne Falls, Michigan, hereinafter called the "Board". Hereinafter the Northern Michigan Education Association/MEA/NEA shall be called the "Association". The Michigan Education Association shall be referred to as the "MEA" and the National Education Association shall be referred to as the "NEA".

Section 1.2

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379 Public Acts of 1965, which amends Act 336 of the Michigan Public Acts of 1947, for all certified teaching personnel, but excluding supervisory and executive personnel and office and clerical employees and substitutes. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

Section 1.3

WITNESSETH

Whereas the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965 which amends Act 336 of the Michigan Public Acts of 1947, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment and;

Whereas the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize, in consideration of the following mutual covenants,

It is hereby agreed as follows:

Section 1.4

EXTENT OF AGREEMENT

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

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

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

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

Section 1.5
DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1992, and continue in effect until August 31, 1994. Negotiations between the parties shall begin at least 60 days prior to the contract expiration date. 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 mutual written agreement of the parties.

BOYNE FALLS BOARD OF EDUCATION

By Alan Luce
Chief Spokesperson

By Charles A. Smith
Superintendent

By William Brewer
Board of Ed. President

By David Carson
Board of Education

By John Hunter
Board of Education

By Kathryn Masy
Board of Education

By Kathleen L. Wilson
Board of Education

By James F. Hill
Board of Education

By Bruce L...
Board of Education

NORTHERN MICHIGAN EDUCATION
ASSOCIATION/MEA/NEA

By David V. Bennett
President, NMEA/MEA/NEA

By Dave Brown
Chief Spokesperson

By _____
Chairperson, Professional
Negotiations Committee

By Jane Rynicki
Education Association

By Bernard A. Carpe
Education Association

By Ruth W. Goldsmith
Education Association

By Dave Brown
NMEA Director

Section 1.6

ASSOCIATION DUES AND PAYROLL DEDUCTIONS

- A. The Board of Education shall make a payroll deduction, upon written request from the teacher, for annuities, credit union, savings bonds, medical and hospitalization insurance, union dues, and other plans or programs approved jointly by the Board and the Association.
- B. All authorizations for payroll deductions will be in the Superintendent's office by the first Friday of school.
- C. Hospitalization insurance and union dues will be deducted from the first pay each month. Annuities, credit union, savings bonds, and other approved plans or programs will be deducted each pay.
- D. Union dues shall include the Northern Michigan Education Association (NMEA), Michigan Education Association (MEA) and the National Education Association (NEA).
- E. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a Service Fee to Association not to exceed the amount of dues uniformly required to members of the Association, including local, state and national dues to the extent permitted by law. The bargaining unit member may authorize payroll deductions for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the Bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provisions shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no than twenty (20) days following deduction.
- F. Pursuant to Aboud v. Detroit Federation of Teachers, 431 US 209.240 (1977), the Association established a procedure set forth in the "Policy Regarding Objection to Political-Ideological Expenditures." If any person paying service fees hereunder objects to the expenditure by the Association (including MEA or NEA) of any funds collected from him/her pursuant to provision A above, such person may present such objection pursuant to that Policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or

any portion thereof pending final determination thereunder. The remedies set forth in such Policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedures.

- G. Those teachers who made application and/or were members during the 1979-80 school year shall remain members or pay equal to the dues of the United Teaching Profession of the Northern Michigan Education Association. And, further, that any employees who hereinafter join the Association or new members employed by the Boyne Falls School District shall be bound by Section 1.6 (E. and F.) above. Those teachers who were not members of the Association during the 1979-80 school year are not bound by Section 1.6 Paragraphs E. and F.
- H. The Association agrees to indemnify and save the Board, 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 Section A through G of this Article.

Subject to the following conditions:

1. The damages have not resulted from misfeasance or malfeasance of the Board or its agents.
2. The Association has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the costs which may be assessed against the Board by any court or tribunal.
3. The Association shall have the right to compromise or settle any claim made against the Board under this section.

Section 1.7

NEGOTIATION PROCEDURE

- A. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- B. In any negotiations described in this Section, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside of the School District. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures.
- D. The Board agrees to furnish the Association in response to written request from time to time all available information concerning the financial resources of the District, and such other information which may be necessary for the Association in negotiations and the processing of any grievance or complaint.
- E. Copies of the Agreement shall be presented to all teachers employed by the District. The parties agree to equally share the printing cost for the Agreement.

Section 1.8 B

CALENDAR

The calendar for the school years 1992/93, and 1993/94 shall include 182 days of student instruction and 184 teacher days. A committee composed of two representatives from the Administration and two representatives from the Association shall meet at least 30 days prior to the last day of school and establish the calendar for the next school year.

Section 1.9

GRIEVANCE PROCEDURE

- A. A grievance shall mean an allegation by an identified teacher, group of teachers, or the Association of a violation of the express terms of this Agreement.
- A grievance shall not include any of the following:
1. The termination of services or of failure to reemploy any probationary teacher;
 2. The placing of a non-tenure teacher on a third year probation;
 3. The termination of services or failure to reemploy any teacher to a position on the extra curricular schedule;
 4. Any matter involving the content of teacher evaluation;
 5. Provided, however, the matters referred to in 1, 2, and 3 above may be referred as a grievance up to and including Level Four as set forth below but shall not be submitted to Level Five.
 6. 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).
- B. The Association shall designate one representative and may designate one alternate 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.
- D. Written grievances as required herein shall contain the following.
1. It shall be signed by the grievant or grievants;
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 4. It shall cite the section or subsections of this contract alleged to have been violated;

5. It shall contain the date of the alleged violation;

6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not void the grievance.

E. Level One - A teacher alleging a violation of the express provisions of this contract shall within seven (7) days of its alleged occurrence or within seven (7) days after the teacher or group of teachers has knowledge thereof orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within five (5) days of the discussion, the teacher shall reduce the grievances to writing and proceed within five (5) days of said discussion 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 five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within ten (10) 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.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within twenty (20) days from the hearing of the grievance, the Board shall render its decision in writing. The Board may 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 one month after the initial hearing.

107. If 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 Four - In the event the grievance is not satisfactorily resolved, or if no decision is reached within the twenty (20) day period, the grievance may immediately be transmitted to the State Labor Mediation Board by either party or directly to Level Five. If not resolved satisfactorily to both parties, either party may proceed to Level Five.

Level Five - Individual teachers shall not have the right to process a grievance at Level Five.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within twenty (20) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense or ground at Level Five not previously raised or disclosed at other written levels.
3. The decision of the arbitrator shall be final and binding on the parties.
4. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - b. He shall have no power to establish salary scales.
 - c. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board as long as said practice, policy or rule is not in violation of any provision of this agreement.
 - d. He shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide.

- e. He shall have no power to interpret state or federal law.
 - f. He shall not hear any grievance previously barred from the scope of the Grievance Procedure.
 - g. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - h. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 - i. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 - j. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
- F. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board.
- G. Should a teacher fail to institute a grievance with the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- 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 stations.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.
- K. If the grievance is satisfactorily resolved at any level, action on the grievance shall terminate.

Section 2.1

HIRING, VACANCIES AND PROMOTIONS

- A. All new hires shall be granted up to five (5) years credit for teaching experience outside the system for verified contractual teaching experience in any public or state recognized non-public school system. Such service credit must be for experience gained within a K-12 context or within an approved pre-kindergarten situation. Half steps on the salary schedule will be recognized for a full semester of teaching. In addition to the first five years, a half year of teaching credit will be granted for each additional full year of such outside teaching experience. Total credits may not exceed ten (10).
- B. Whenever any vacancy in any bargaining unit position in the district shall occur, the Board shall publicize the same by first filing written notice of such vacancy to the Association and provide for posting in the school building for a period not less than ten (10) working days prior to filling said vacancy.
- C. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district and other relevant factors.
- D. Involuntary transfers may be affected for reasonable and just cause.

Section 2.2

TEACHER ASSIGNMENT

- A. Teachers shall not be assigned outside the scope of their teaching certificate or their major or minor field of study except by mutual agreement.
- B. Teaching assignments shall be made for the school year prior to July 1st of each year. If a change in assignment should occur after the date indicated above, the teacher or teachers who are affected will be contacted promptly to discuss the change.

Section 2.3

TEACHER EVALUATION

A. The parties recognize the importance of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. The evaluation criteria and document to be used shall be jointly prepared by a committee of two teachers and two administrators. The criteria and document arrived at by the above committee are subject to Board approval. It shall also be the responsibility of the above committee to hold a meeting within two (2) weeks from the beginning of the school year for the purpose of explaining the evaluation procedure and informing the teachers as to the criteria to be used for observation. The established criteria shall be furnished to all teachers in written form. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

B. Probationary teachers shall be observed for the purposes of evaluation at least three (3) times during the school year. The first observation shall occur at least one (1) month following a teacher's commencement of service, the third observation approximately ninety (90) days prior to the end of the probationary year. The second evaluation shall be made some time between the first and third, but in no case will it be conducted within three (3) weeks of either the first and third observations. Tenure teachers shall be observed for the purposes of evaluation at least once every school year.

C. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board. Classroom observation will serve as the major basis for a teacher's evaluation. It is clearly understood by the parties, that Section 2.6 of this Agreement may be implemented by the Administration. Each observation shall be made in person for a minimum of twenty (20) consecutive minutes. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.

D. All evaluations shall be reduced to writing and a copy submitted to the teacher within (20) twenty school days of the formal observation. The teacher shall have an opportunity to review the evaluation report and a personal conference shall be held between the principal and the teacher to discuss the evaluation within ten (10) school days of the teacher's receipt of the written evaluation. At his/her option, the teacher may have a representative of the association present at any such meeting.

In the event a teacher feels the evaluation was incomplete or unjust, the objection may be reduced to writing and will be attached to the evaluation report form in his/her personnel file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement.

E. No later than April 1st of each probationary year the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association and provide a hearing where requested.

Section 2.4
PERSONNEL FILE

Each teacher shall have the right, upon request, to review the contents of his own personnel file, except credentials as referred to in Public Law 93-380 of the Family Educational Rights and Privacy Act of 1974. A representative of the Association may be requested to accompany the teacher in such review. Each teacher shall have the right to attach their written comments to material in their own personnel file.

If any material within the teachers personnel file is found to be inappropriate or in error, that material shall be corrected or expunged from the file, whichever is appropriate.

Section 2.5

REDUCTION IN PERSONNEL AND RECALL

A. No teacher shall be laid-off pursuant to a necessary reduction in personnel unless there is a substantial decrease in the number of students enrolled in the school district, there is a substantial decrease in the revenues of the school district or there are other substantial budgetary considerations which shall have a detrimental effect on the district.

B. In the event that a reduction of personnel, as heretofore defined, shall become necessary, the following method shall be used in determining the order of retention:

Those teachers with the longest period of service in the school district who possess a permanent, life, continuing, professional or provisional teaching certificate shall be retained; provided, that such certification qualifies a teacher for a position, and said position is not claimed by a teacher with greater seniority who meets the certification requirements of this paragraph; and provided that, tenure teachers are retained over probationary teachers.

C. Any teacher on lay-off shall be recalled in inverse order of lay-off provided he/she is certified and qualified for the vacancy.

D. No new teachers shall be employed by the Board while there are teachers of the district who are laid-off unless there are no laid-off teachers with proper certification and qualifications to fill any vacancy which may arise.

E. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at his/her last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

F. No later than thirty (30) days following the ratification of this agreement, and by every September 30 thereafter, the Employer shall prepare a seniority list. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the bargaining unit member's first day of work (if the first day is a holiday, said day is the first day of work) since the most recent date of hire. All bargaining unit members shall be ranked on the list in the order of their first day of work, as above defined. In the circumstance of more than one individual having the same day of work, all individuals so affected, will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit members 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 bargaining unit members and Association representatives to be in attendance.

G. The seniority list shall be published and mailed or delivered to each bargaining unit member by October 1 of each school year. Challenges or revisions to the list must be filed by November 1; otherwise, the seniority list will be considered final for that school year. The Board shall use the seniority list, including any new hires, from the previous school year to determine any layoffs prior to October 1.

H. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position; however, seniority is retained (frozen) if severance of employment is due to layoff. If however, a vacancy occurs due to the resignation of a teacher, a certified non-bargaining unit member shall be eligible to fill said vacancy, provided that the non-bargaining unit member does not supersede any laid off teacher who is also certified for the same position. If that non-bargaining unit member is hired for said position, all previous in-district teaching seniority shall be re-instated.

I. Seniority shall continue to accumulate when bargaining unit members are on approved leaves of absence.

Section 2.6

DISCIPLINE OF TEACHERS

- A. No teacher shall be disciplined (including reprimanded, reduced in rank or compensation, discharged or deprived of any professional advantage), without just cause. Any such discipline, asserted by the Board or Representative thereof, shall be subject to the professional grievance procedure, except that grounds for dismissal of probationary teachers shall not be subject to the grievance procedure. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

A teacher shall receive a copy in writing and may request that an Association member be present when he is to be reprimanded, warned, or disciplined for any infraction of any rule, or regulation, or policy, or for delinquency in professional performance.

- B. The Board agrees to follow a policy of progressive discipline which minimally includes verbal warning, written warning, reprimand, suspension with pay, with discharge as a final resort. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action. The Board and the Association agree that the Board, or its designee, has latitude in invoking any of the above steps of discipline dependent upon the behavior of the teacher.
- C. Any complaint made against a teacher by a parent, student, or other person will be promptly called to the attention of the teacher. Any complaint not called to the attention of the teacher may not be used on the basis for any disciplinary action against the teacher.

Section 2.7

IN-SERVICE

- A. The Board agrees to enter into the Agreement that teachers will be involved with the planning of In-service meetings. The planning sessions will be organized by the Administration. The number of In-service sessions will be set by the Board.
- B. Workshops which are deemed necessary or helpful by the Administration due to a curriculum change must meet with Board approval. Prior to the workshop, the Board will decide on what amount of expenses will be reimbursed.

BOARD RIGHTS

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the employment related activities of its employees:
 2. To hire all employees, and subject to the provisions of the law, and this Agreement, to determine their qualifications and the conditions for their continued employment; to their dismissal or demotions; and to promote, assign, suspend, and transfer all such employees:
 3. To establish grades and courses of instruction, including special programs and to provide for the athletic, recreational and social events for the students: all as deemed necessary or advisable by the Board;
 4. To select the textbooks and other teaching aides of every kind and nature;
 5. To determine class schedules, and the hours of instruction and the terms and conditions of employment, limited to the terms of the Agreement;
 6. The Board agrees that in all its decisions relating to professional education matters, the Board shall consider carefully and give proper weight to the recommendations and evaluations of the Association and its members.
- A. The exercise of the foregoing powers, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

- B. Unless expressly provided otherwise in this Agreement, the Board reserves the right to:
1. Direct the work of its employees:
 2. Maintain the efficiency of the school operations.

Section 3.1

PROTECTION OF TEACHERS

- A. The school recognizes its responsibility to give assistance to teachers with respect to the maintenance of control and discipline in the classroom. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary action and methods invoked by him/her shall be reasonable and just. It shall be the responsibility of the teacher to report to the principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. Principals and teachers will work cooperatively in resolving discipline problems which disrupt good classroom operations. Student discipline shall be in accordance with the adopted student handbook, as per Board Policy 5510.
- B. Any case of assault upon a teacher shall be promptly reported to the Board of Education or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. It is understood that the Board is not obliged to provide legal counsel to represent said teacher.

Section 3.2

INSTRUCTIONAL MATERIALS

The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. A committee of two (2) representatives of the Board and two (2) representatives from the Association shall be established and they shall confer on the first Tuesday of October and April. The recommendation of the Committee for upgrading, replacing or renewing such instructional materials and supplies shall be made to the Board of Education at their next scheduled meeting.

Section 3.3

TEACHING CONDITIONS

- A. The Board shall make available in the school building a furnished room, which shall be reserved for use as a staff lounge in which smoking shall be permitted. The Board shall also provide access to restrooms and lavatory facilities for teacher use.
- B. Telephone facilities shall be made available to teachers for their reasonable use. One telephone shall be placed in the teacher's lounge so that better communication may be established with parents. Toll charges on personal calls shall be the responsibility of each bargaining unit member.
- C. Designated parking facilities shall be made available to teachers for their use.
- D. The teachers may make reasonable use of the building facilities for Association business or meetings. It is understood that the teachers will reimburse the Board of any costs incurred.

Section 3.4

TEACHING HOURS, LOADS, AND ASSIGNMENTS

- A. The teacher's normal working day at school shall be from 8:25 a.m. to 3:25 p.m. Teachers shall be in the building by 8:25 a.m. and in their classrooms by 8:40 a.m. They shall be in their assigned room for at least five (5) minutes after the dismissal bell and shall leave the school no earlier than 3:25 p.m. unless permission is granted by the principal. Teachers may leave five (5) minutes after the students are dismissed on Friday and the day before a holiday period. If school is dismissed early because of weather conditions, teachers shall be asked to stay no later than ten (10) minutes after students are dismissed. Teachers will not report for work when school is not in session due to weather. Teachers may leave the last work day of the school year when they receive check-out clearance from the building principal.
- B. All teachers shall have available at least thirty (30) minutes for lunch. The exact time may vary from grade to grade, but it shall be between 11:00 a.m. and 1:05 p.m. All teachers shall have a duty-free uninterrupted lunch period.
- C. Each full-time secondary teacher will be given a preparation period five (5) times a week for a six period day. Each full-time elementary teacher will be provided with a minimum average of 225 minutes of preparation time for a normal five (5) day week. Part-time regular teachers will be given preparation time according to the percent of the normal five (5) day week.
- D. When weekly staff meetings are held after school, they will be between 3:10 and 4:10 p.m.
- E. Under no conditions shall a teacher be required to drive a school bus.
- F. The Board agrees in the interest of quality education that it shall attempt to create curricular offerings for students that do not require members of the teaching staff to teach two or more academic offerings simultaneously (example: typing and accounting).
- G. If a situation arises that would cause a change in the starting and ending times without changing the number of hours worked then both parties agree to reopen this issue for negotiation.

H. To the extent required by law, the parties will add days of student instruction to the calendar, to make up "ACT OF GOD" days lost during the school year, in order to meet the minimum requirement of days of student instruction. Such days will be scheduled by mutual agreement between the parties, but if no agreement can be reached they will be scheduled on consecutive week-days beginning on the first scheduled record day in June, with the scheduled record days moved to the end of the calendar. Any days not required to be made up by law shall not be added as make-up days. Should state law be amended so as to not require the make-up of "Act of God" days, the parties shall revert to the language and practice of the 1984-86 collective bargaining agreement. Teachers shall receive no additional compensation for these days.

Section 3.5

CLASS SIZE

The Board of Education recognizes the importance of low pupil-teacher ratio and as a goal will try to limit the number of students in a class to thirty (30) in grades 4-12 and twenty-eight (28) in grades K-3.

Section 4.1

PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

- A. With Board of Education approval, any certified teacher may be released from duties and allowed up to two (2) days per year to attend bona fide related educational meetings, without loss of pay. The Board may pay for mileage, meals, lodging and fees. These days are not cumulative.
- B. At the bargaining of every school year each teacher shall be credited with three (3) non-accumulative days, to be used for the teacher's personal business. A personal business may be used for any purpose at the discretion of the teacher except that personal business days shall not be used for any type of recreational pursuit. Cognizant of community relationships, each teacher is encouraged to use sound judgment in the use of such days. It is further understood such leave shall not be granted for the first day or the last day of the school year, nor on the first working day preceding or following a vacation or holiday.
- A teacher planning to use a personal leave day or days shall notify his/her Principal at least three (3) days in advance, except in cases of emergency.
- No more than two (2) teachers will be granted personal leave on any given day. In the event that more than two (2) teachers apply for such leave on any given day, the two (2) applications received first will be those approved.
- C. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter or who shall be asked to testify in any arbitration or factfinding, shall be paid his/her full salary for such time. The teacher agrees to return to the district any compensation he/she receives for witness fees or jury duty.
- D. At the beginning of every school year, the Association shall be credited with a total of three (3) days to be used by teachers who are officers or agents of the Association. No more than two (2) teachers will be granted Association leave on any given day. The Association agrees to notify the Superintendent at least three (3) days in advance of taking such leave and furthermore, the Association agrees to reimburse the District for the cost of the substitute.

- F. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States. Teachers on military leave from the Boyne Falls School System, shall receive credit of increments and sick leave days up to a maximum of two (2) years which would have been credited to them had they remained in active service to the District. It is expressly understood by the parties that a teacher on this leave will not receive more credit than an active teacher.
- G. A teacher would retain all accumulated sick leave days while on leave of absence. During a leave of absence there will be no accumulation of additional leave days.
- H. Other leaves and renewal or extension of leaves may be granted by the Board.

ILLNESS AND DISABILITY

A. At the beginning of each school year, each teacher shall be credited with ten (10) days of leave, the unused portion which shall accumulate from year to year to a maximum of 120 days. However, there will be no transference of any accumulated unused leave days to another person's leave account, or to a sick leave bank. Further, there will be no payment of any portion of any unused leave days at the time of release, resignation, or retirement of any teacher. The leave days may be taken by a teacher for the following reasons and subject to the following reasons and subject to the following conditions:

1. Personal Illness or Disability - The teacher may use all or any portion of his/her leave to recover from his/her illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated on the same terms and conditions as are applied to other temporary disabilities including but not limited to those terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance within insurance programs, etc.
2. Illness in the Immediate Family - Bargaining unit members may not use more than ten (10) of their accumulative sick leave days for this purpose. More days may be granted at the discretion of the superintendent. It is agreed that the immediate family shall include household members and parents or parents-in-law.
3. Qualifications for Use of Leave Days
 - (a) To qualify for a leave day the teacher must notify his/her principal by 7:00 a.m., and state where he/she is located except in cases of emergency.
 - (b) Hours of class periods of planned absences or emergencies shall be cumulative to full day equivalencies and deducted from leave days.
 - (c) Any teacher whose illness or disability extends beyond any three (3) consecutive days may be requested to furnish a doctor's certificate.
 - (d) Physical, psychiatric, psychological testing shall be done within a 300 mile radius of Boyne Falls and shall have a limit of three (3) days unless otherwise ordered by an M.D. or D.O. who would order a specific location. A reasonable travel time will be allowed in each direction.

4. Accumulated Leave Days

- (a) Accumulated leave days are carried over for those teachers returning from the previous year or teachers who are returning from an approved leave of absence.
 - (b) A list of accumulated leave days will be provided each teacher and will be placed in the teacher's first pay envelope after the beginning of the new school year.
 - (c) Leave days used above those accumulated shall be deducted from the last pay of the school year. If this amount is more than his last pay his/her preceding pay shall be used.
- B. A teacher will be granted a maximum of three (3) days per death (multiple deaths in the family at the same time excluded) in the immediate family (spouse, mother, father, daughter, son, mother-in-law, father-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, brother, sister, brother-in-law, sister-in-law, or any relative living in your residence).
- C. Each teacher shall be granted one (1) day per year to attend the funeral of any person. No more than two (2) teachers may be absent on any given day for this purpose.

Section 5.1

INSURANCE PROTECTION

- A. The Board shall provide without cost to the bargaining unit member, the following MESSA PAK for a full twelve-month period for the bargaining unit member and his/her entire family. The Board shall pay the deductible amounts (\$50/individual, \$100/family; \$1.50/prescription) and prescription co-pay required by MESSA Super Med I upon presentation of proof offered by member that such deductible/co-pay has been incurred. Such proof shall be offered at least five (5) days prior to regularly scheduled board meetings and shall be paid within five (5) additional days of such meeting.

Above Benefits Include

Plan A:

SC I

LTD Plan I ...60%

90 Calendar Days modified fill
\$2,500 Maximum
Social Security Freeze
Alcoholism/Drug Addiction - 2 Year
Mental/Nervous - 2 Year

Delta Dental Plan D-004 60/60/60 with \$1,000 maximum
lifetime ortho

Negotiated Life \$10,000 AD&D

Vision VSP 2

Plan B:

Delta Dental Plan E-007 80/80/80 with \$1,300 maximum
lifetime ortho

Negotiated Life \$20,000 AD&D

LTD 60%/as above

Vision VSP 3

- B. Bargaining unit members not electing MESSA PAK, Plan A will select MESSA PAK, Plan B. Any contribution amount exceeding the employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

SECTION 5.2
Salary Schedule

1992-1993 4%

Step	BA	BA+18	MA	MA+15
1	\$22,480	\$23,544	\$24,955	\$25,952
2	\$23,403	\$24,519	\$25,932	\$26,971
3	\$24,332	\$25,500	\$26,907	\$27,983
4	\$25,258	\$26,474	\$27,883	\$28,998
5	\$26,185	\$27,449	\$28,860	\$30,012
6	\$27,103	\$28,425	\$29,840	\$31,035
7	\$28,036	\$29,402	\$30,813	\$32,046
8	\$28,966	\$30,379	\$31,790	\$33,063
9	\$29,890	\$31,357	\$32,767	\$34,077
10	\$30,817	\$32,332	\$33,743	\$35,094
11	\$31,746	\$33,311	\$34,722	\$36,110
12	\$32,667	\$34,287	\$35,716	\$37,144
15-19	\$33,320	\$34,974	\$36,430	\$37,887
20-24	\$33,975	\$35,660	\$37,144	\$38,631
25-30	\$34,628	\$36,345	\$37,859	\$39,372

1993-1994 4.25%

Step	BA	BA+18	MA	MA+15
1	\$23,435	\$24,545	\$26,016	\$27,055
2	\$24,398	\$25,561	\$27,035	\$28,117
3	\$25,366	\$26,584	\$28,051	\$29,172
4	\$26,331	\$27,599	\$29,068	\$30,230
5	\$27,298	\$28,616	\$30,087	\$31,288
6	\$28,255	\$29,633	\$31,108	\$32,354
7	\$29,228	\$30,652	\$32,123	\$33,408
8	\$30,197	\$31,670	\$33,141	\$34,468
9	\$31,160	\$32,690	\$34,160	\$35,525
10	\$32,127	\$33,706	\$35,177	\$36,585
11	\$33,095	\$34,727	\$36,198	\$37,645
12	\$34,055	\$35,744	\$37,234	\$38,723
15-19	\$34,736	\$36,460	\$37,979	\$39,497
20-24	\$35,419	\$37,176	\$38,723	\$40,273
25-30	\$36,100	\$37,890	\$39,468	\$41,045

BOYNE FALLS EA/NMEA/MEA/NEA
SALARY SCHEDULE

OLD SCHEDULE - 1993-94

Step	BA	BA+18	MA	MA+15
1	23,435	24,545	26,016	27,055
2	24,398	25,561	27,034	28,117
3	25,366	26,584	28,051	29,172
4	26,331	27,599	29,068	30,230
5	27,298	28,616	30,087	31,288
6	28,255	29,633	31,108	32,354
7	29,228	30,652	32,123	33,408
8	30,197	31,670	33,141	34,468
9	31,160	32,690	34,160	35,525
10	32,127	33,706	35,177	36,585
11	33,095	34,727	36,198	37,645
12	34,055	35,744	37,234	38,723
15-19	34,736	36,460	37,979	39,497
20-24	35,419	37,176	38,723	40,273
25-30	36,100	37,890	39,468	41,045

1994 -95 - 3.00%

Step	BA	BA+18	MA	MA+15
1	24,138	25,281	26,796	27,867
2	25,130	26,328	27,845	28,961
3	26,127	27,382	28,893	30,047
4	27,121	28,427	29,940	31,137
5	28,117	29,474	30,990	32,227
6	29,103	30,522	32,041	33,325
7	30,105	31,572	33,087	34,410
8	31,103	32,620	34,135	35,502
9	32,095	33,671	35,185	36,591
10	33,091	34,717	36,232	37,683
11	34,088	35,769	37,284	38,774
12	35,077	36,816	38,351	39,885
15-19	35,778	37,554	39,118	40,682
20-24	36,482	38,291	39,885	41,481
25-30	37,183	39,027	40,652	42,276

LETTER OF UNDERSTANDING

This letter of understanding by and between the Boyne Falls Public School Board of Education, hereinafter referred to as the "Board", and the Boyne Falls Education Association/NMEA/MEA/NEA, hereinafter referred to as the "Association", sets forth the understandings of the parties in regards to the change from MESSA Super care II to MESSA Super care I Health Insurance within the MESSA PAK referenced in the current Master Agreement.

It is hereby understood and agreed that the health care coverage MESSA Super care II shall convert to MESSA Super Care I as of the 1989-90 school year. It is further agreed by the parties that the board shall pay the deductibles and the difference in prescription co-pay to be incurred by the bargaining unit members thereafter upon offer of proof of such incurred expense as outlined below.

Members shall be reimbursed for deductibles in the amounts of fifty (\$50) dollars per year per covered person up to one hundred (\$100) dollars per year per family and up to one dollar and fifty cents (\$1.50) per prescription.

Members shall offer proof in the form of receipts from health care providers, pharmacies or MESSA worksheets showing that such deductible or co-pay has been incurred. Such proof shall be presented at least five (5) calendar days prior to a regularly scheduled board meeting with payment to be received no later than five (5) calendar days following such meeting.

Receipts or worksheets so offered may have the identity of the individual provider or any other information of a sensitive or personal nature deleted at the member's discretion but shall clearly show the amount incurred and the date of the provided service.

The board shall inform each member when such member has reached the maximum deductible each year.

Boyne Falls Public School

Boyne Falls Education
Association/NMEA/MEA/NEA

Section 5.4

SCHEDULE B

A. Extra Duty = % of B.A. Schedule based on experience in actual field of Athletics, Grade Sponsorships, or other individual activities up to a maximum of Step Eight (8) years experience.

<u>Classification</u>	<u>Percent</u>	<u>Advisors</u>	<u>Percent</u>
Basketball, Varsity	10	7th Grade	1
Basketball, Jr. Varsity	7	8th Grade	1 or 1.5 if trio
Basketball, Jr. High	5	9th Grade	1 1/4
Baseball, Varsity	5	10th Grade	1 1/4
Softball, Varsity	5	11th Grade	2
Track, Varsity	5	12th Grade	3
Cheerleading	4	Yearbook	3
Student Council	2	Pep Band	2
National Honor Society	2	Summer Band	1.5